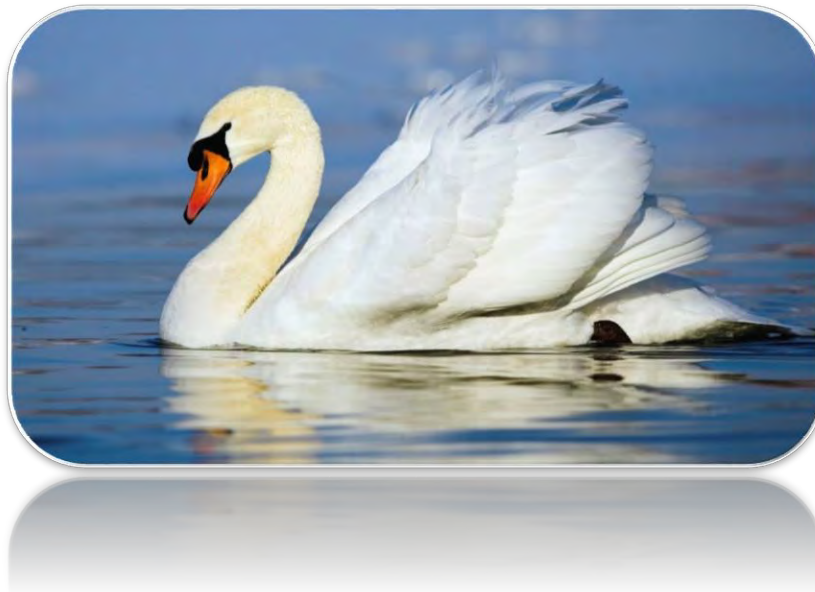


MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT



MEETING AGENDA

JUNE 13, 2024

PREPARED BY:

JPWARD & ASSOCIATES, LLC, 2301 NORTHEAST 37TH STREET, FORT LAUDERDALE, FL 33308

T: 954-658-4900 **E:** JimWard@JPWardAssociates.com

MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT

June 6, 2024

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, June 13, 2024, 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/j.php?MTID=mcd2ffa00bf964aa4014eb4bf60f196e9>

Access Code: **2339 132 6650**, Event Password: **Jpward**

Phone: **408-418-9388** and enter the access code **2339 132 6650**, password: **Jpward (579274** from phones) to join the meeting.

Public Comments for non-agenda items. These are limited to three (3) minutes and individuals are permitted to speak on items not included in the agenda.

Agenda

1. Call to Order & Roll Call.
2. Consideration of Minutes:
 - I. May 9, 2024 – Regular Meeting.
3. Fiscal Year 2025 Budget.
 - I. Chairman's Report on Discussion with Miromar Development (Master HOA)
 - II. Agreement with Master HOA for Landscaping (Restoration from Hurricane Damage).
 - III. Landscaping Restoration from prior Hurricanes.
 - IV. Budget Discussion & Timeline.

4. Staff Reports.
 - I. District Attorney
 - II. District Engineer
 - III. District Asset Manager
 - a) Asset Managers Report June 1, 2024.
 - IV. District Manager
 - a) Florida Law changes to Form 1 Filings.
 - b) ***Important Board Meeting Dates for Balance of Fiscal Year 2024.***
 1. Candidate Qualifying period: June 10 through June 14, 2024 (Seats 4 & 5).
 - c) Financial Statement for period ending May 31, 2024 (unaudited).
5. Public Comments: - Public comment period is for items NOT listed on the agenda, and comments are limited to three (3) minutes per person and assignment of speaking time is not permitted; however, the Presiding Officer may extend or reduce the time for the public comment period consistent with Section 286.0114, Florida Statutes.
6. Supervisor's Requests and Audience Comments.
7. Announcement of Next Meeting – **July 11, 2024**
8. Adjournment.

Staff Review

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

The second order of business is the consideration of the Minutes from the Miromar Lakes Community Development District Board of Supervisors Regular Meeting held on April 11, 2024.

The third order of business is the discussion of the District's Budget for the Fiscal Year 2025 Budget, which includes the discussion of the restoration of the landscaping that has been damaged in prior years from hurricanes, and which has not been restored as of this date.

The District's Chairman will provide an update on discussions with the Developer at the meeting.

The Agreement between the District and the Master HOA is enclosed. In summary, this is a continuing agreement, from year to year, unless terminated by either party.

The District's right to terminate the agreement is at any time on 90 days' notice. This right is not tied to the District's Fiscal Year end. The Association may terminate the Agreement on September 30th of each year, upon written notice of termination, no later than May 30th of that year.

Additionally, there is a provision (Section 5 – Modifications to the Landscaping) in the agreement, which reserves the right of the District to modify or enhance the Landscaping at its discretion. Written notice to the Master HOA must be provided 30 days in advance of the notice, which triggers the right of the Master HOA to terminate the Agreement during the 30-day period.

Finally, the Association may also make material modifications to the landscaping with prior consent of the District.

Next, as a part of the discussion on landscaping, the question was raised as to the ownership of the Berm that abuts the ML CDD and the neighboring Esplanade Community. The berm is owned by the Miromar Lakes CDD, and both a map of the location and the deed transferring the berm from Miromar Development to the CDD is also attached.

Finally, attached is the landscaping replacement cost analysis that was discussed at the April 11th Board Meeting, which led to the discussions regarding the agreement with the Master HOA to maintain the landscaping, and to fund any Hurricane damage from the HOA general reserves. The excerpts of those meetings are also attached for reference.

In order to ensure the Board has sufficient time to review and comment on the proposed Budget, the following timeline is planned:

Date of Action	Action Required	Description
June 13, 2024	None	Budget Workshop
July 11, 2024	Final Decision on Proposed Budget	Final Workshop
July 11, 2024	Approval of Proposed Budget by Resolution	Approval Required
August 8, 2024	Public Hearing to Adopt Proposed Budget	Adoption Required
Week of August 21, 2024	Adopted Assessment Rate to Property Appraiser/Tax Collector	Manager Responsibility

The Proposed Budget will be reviewed with the Board three (3 times) before approval to set the Public Hearing with adoption scheduled for August 8, 2024.

The Proposed Budget is recommended to be approved at the July 11, 2024 meeting to set the public hearing only; however, the approval does not bind the Board in any way to the Budget, it merely allows the District to move forward in the process to your Public Hearing.

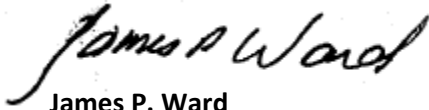
Once approved, the District can modify the budget after approval and adoption is scheduled for the August 8, 2024 Board Meeting. The Fiscal Year 2025 Budget does not anticipate any increase over the CAP rate.

The fourth order of business is staff reports by the District Attorney, District Engineer, and District Asset Manager.

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 by phoning (954) 658-4900.

Sincerely yours,

Miromar Lakes Community Development District



James P. Ward
District Manager

The Fiscal Year 2024 meeting schedule is as follows:

June 13, 2024	July 11, 2024
August 8, 2024	September 12, 2024

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

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The Regular Meeting of the Board of Supervisors of the Miromar Lakes Community Development District was held on Thursday, May 9, 2024, at 2:00 P.M. in the Library at the Beach Clubhouse, 18061 Miromar Lakes Parkway, Miromar Lakes, Florida 33913.

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Present and constituting a quorum:

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

Also present were:

James P. Ward	District Manager
Charlie Krebs	District Engineer
Bruce Bernard	Asset Manager
Richard Freeman	Asset Manager

Audience:

Erin Dougherty
Heather Chapman
Tom _____

All residents' 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, constituting a quorum.

SECOND ORDER OF BUSINESS

Consideration of Minutes

April 11, 2024 – Regular Meeting

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

Suggestions were made, and the Minutes were amended.

On MOTION made by Mary LeFevre, seconded by Mike Weber, and with all in favor, the April 11, 2024, Regular Meeting Minutes were approved as amended.

THIRD ORDER OF BUSINESS

Fiscal Year 2025 Budget

Fiscal Year 2025 Budget

I. Chairman's Report on Discussion with Miromar Development (Master HOA)

II. Agreement with Master HOA for Landscaping (Restoration from Hurricane Damage)

III. Landscaping Berm Ownership adjacent to Esplanade Lake Club

IV. Landscaping Restoration from prior Hurricanes

V. Budget Discussion & Timeline

Mr. Ward indicated he updated the Budget to exclude landscape and maintenance. He stated he provided a copy of the Agreement with the Master HOA for Landscaping to the Board.

Mr. Alan Refkin discussed his conversations with the Mark at the Master HOA regarding landscaping; the CDD not having the necessary reserve funds to fix the landscaping; Tim indicating the Master HOA had the necessary reserve funds to fix the landscaping; Tim indicating the Master HOA was willing to use the reserve funds to fix the landscaping; the areas in the District which needed attention; the possibility of developing a landscaping plan; the letter from the Master HOA to the residents indicating the Master Association would take over all landscaping and increase the residents' quarterly dues as a result; the increase in dues providing more than enough money to fix the landscaping; his concern that the Master HOA was not using these funds appropriately; the Master HOA neglecting CDD property; and he wondered where the funds were going. He stated he asked Mark to provide the CDD with a specific plan regarding how the Master HOA would bring the landscaping up to Miromar quality. He stated he hoped to move forward with Mark, find common ground, and bring the grounds up to Miromar quality.

Discussion ensued regarding the areas which needed improvement in Miromar Lakes including the berms, medians, trees, etc.; the importance of not only bringing these areas up to Miromar standards, but then maintaining these areas; the priorities of the Master HOA being different than the priorities of the CDD.

Ms. Mary LeFevre displayed and discussed photos of the Ben Hill Griffin berm. She discussed the determination that the Ben Hill Griffin berm was indeed owned by the CDD, not the golf course; Heather Chapman indicating the Master HOA would clean the berm up, but not replant the trees; and the Maintenance Agreement clearly stating the landscaping was to be maintained and replaced when necessary.

Discussion ensued regarding the Master HOA having more than enough money to replace the damaged landscaping and then maintain it.

Mr. Mike Weber stated he believed when the Master HOA transition occurred, Margaret planned to use the unnamed reserve funds to fix the deficiencies in landscaping.

Mr. Refkin stated Tim indicated the general reserves would be used for this purpose.

Mr. Weber stated there were two reserves, one was designated for replacement purposes, and one was a general reserve. He stated there were no reserves for transition costs, so this would come out of the general reserves. He indicated he believed this was why the reserves were not being used currently, so the reserves could be used for transition costs.

Mr. Refkin said he agreed this was probably the case, but the Master HOA previously indicated it would use these funds for the landscaping. He stated he believed the Master HOA should keep its word to the CDD, as well as the residents.

Discussion ensued regarding the Master HOA's budget line item for CDD landscaping (around \$644,000 dollars); whether the Master HOA was budgeting enough for CDD property landscaping; exactly what the letter to the residents said about the increase to the Master HOA dues; and the Master HOA needing to fix the landscaping regardless.

Mr. Ward stated he contacted Rich with the Master HOA, laid out the problems, and laid out what the CDD wished to do; Rich passed the information to the necessary individuals and a Master HOA representative (Mark) met with Alan Refkin to discuss. He stated he understood Mark was the decision maker at the Master HOA at this time.

Discussion continued about speaking with the Master HOA and getting some answers before the Budget Meeting in August 2024; what the Master HOA felt were reasonable expectations for landscaping maintenance and damage replacement; what the CDD felt were reasonable expectations for landscaping maintenance and damage replacement; and the continuation of discussions between the Master HOA and Alan Refkin in an effort to iron out the details.

Mr. Ward noted the berm which abutted the Esplanade Lake Club CDD was confirmed to be owned by the Miromar Lakes CDD.

Discussion ensued regarding this berm being large and in need of attention.

FOURTH ORDER OF BUSINESS

Staff Reports

I. District Attorney

No report from Greg Urbancic.

II. District Engineer

No report from Charlie Krebs.

III. Asset Manager

a) Waterway Inspection – April 26, 2024

Mr. Richard Freeman indicated the lily pads were partially installed; four of six cages were installed; and the aquatic vendor suggested it was time to move forward with the artificial reef

structures (300 structures at a cost of \$59,000 dollars total). He explained these structures would go in 14 feet of water and would not interfere with boats.

Mr. Bruce Bernard indicated the artificial reefs were in the five year plan and the funds were within the budget.

Mr. Freeman noted the program, and its costs were split with Esplanade.

IV. District Manager

- a) **Florida Law changes to Form 1 Filings**
- b) **Supervisor of Elections Qualified Elector Report as of April 15, 2024**
- c) **Important Board Meeting Dates for Balance of Fiscal Year 2024**
 - 1. **Candidate Qualifying period: June 10 through June 14, 2024 (Seats 4 & 5)**
- d) **Financial Statement for period ending April 30, 2024 (unaudited)**

Mr. Ward reminded the Board to file the Form 1 by July 1st of this year. He reminded the Board to complete the Ethics Training. He noted he would leave these items on the Agenda until the Board had completed both. He indicated the Supervisor of Elections reported the number of qualified electors in the District to be 1,383 registered voters. He noted the CDD had already transitioned to a fully qualified elector board and there was no action necessary. He stated Pat Reidy and Mary LeFevre were up for election this year and he would send them an email with the information regarding qualifying for the election.

FIFTH ORDER OF BUSINESS

Supervisor's Requests and Audience Comments

Supervisor Mike Weber: Ravenna Water Management System turnover

Mr. Weber reported he was supposed to have the final signed document last week, but this was delayed due to the need for a notary. He stated he believed the document would be finalized and he would pass the document on to Mr. Ward.

Mr. Urbancic noted when the document was signed and notarized, a copy of the front and back of the signee's driver's license would be needed as well.

Ms. LeFevre stated she spoke with Maria at Bella Vista regarding turning over the drainage system to the CDD; Bella Vista understood it would cost approximately \$8,000 before the drainage system could be turned over to the CDD. She indicated Bella Vista had not budgeted for this yet, but Maria would bring this matter up at the next Bella Vista Meeting.

SIXTH ORDER OF BUSINESS

Announcement of Next Meeting

Next Meeting – June 13, 2024

SEVENTH ORDER OF BUSINESS

Adjournment

The meeting was adjourned at approximately 2:56 p.m.

On MOTION made by Mary LeFevre, seconded by Patrick Reidy, and with all in favor, the meeting was adjourned.

Miromar Lakes Community Development District

James P. Ward, Secretary

Alan Refkin, Chairman

FACILITIES MAINTENANCE AGREEMENT

THIS FACILITIES MAINTENANCE AGREEMENT ("Agreement") is made and entered into as of the 7th 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 1st through September 30th 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 30th of a calendar year provided the Association provides the District written notice of termination no later than May 30th of that year. If written notice of termination is provided by the Association after May 30th, then the effective date of termination will be September 30th 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

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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 12th Terrace, Suite 1
Oakland Park, Florida 33334
Attention: James P. Ward, District Manager
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

To Association:

Miromar Lakes Master Association, Inc.
10801 Corkscrew Road, Suite 305
Estero, Florida 33928
Attention: Tim Bial, President
tbial@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.)

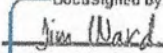
FACILITIES MAINTENANCE AGREEMENT

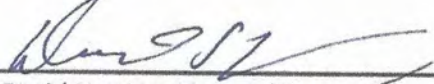
The parties have executed this Agreement as of the date first above written.

DISTRICT:

MIROMAR LAKES COMMUNITY
DEVELOPMENT DISTRICT,
a community development district

ATTEST:

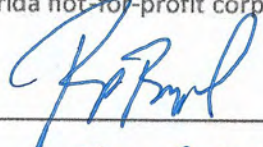
DocuSigned by:

James P. Ward, Secretary

By: 
David Herring, Chairman

Date: _____

ASSOCIATION:

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

By: 

Name: TIM BIAL

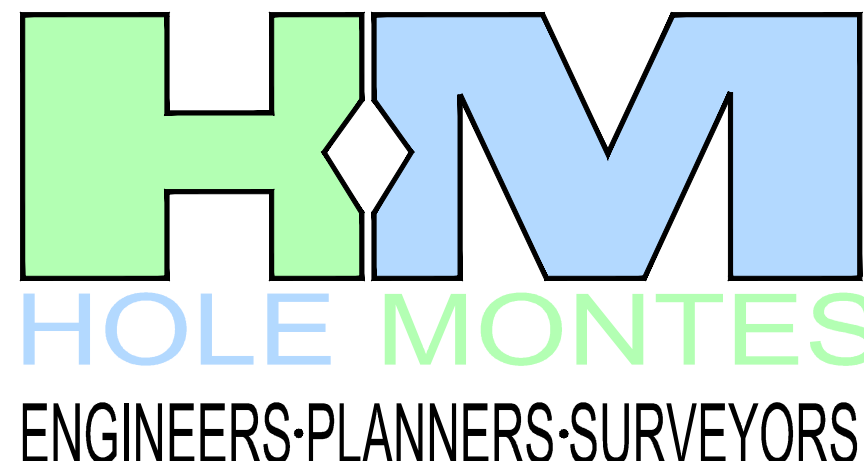
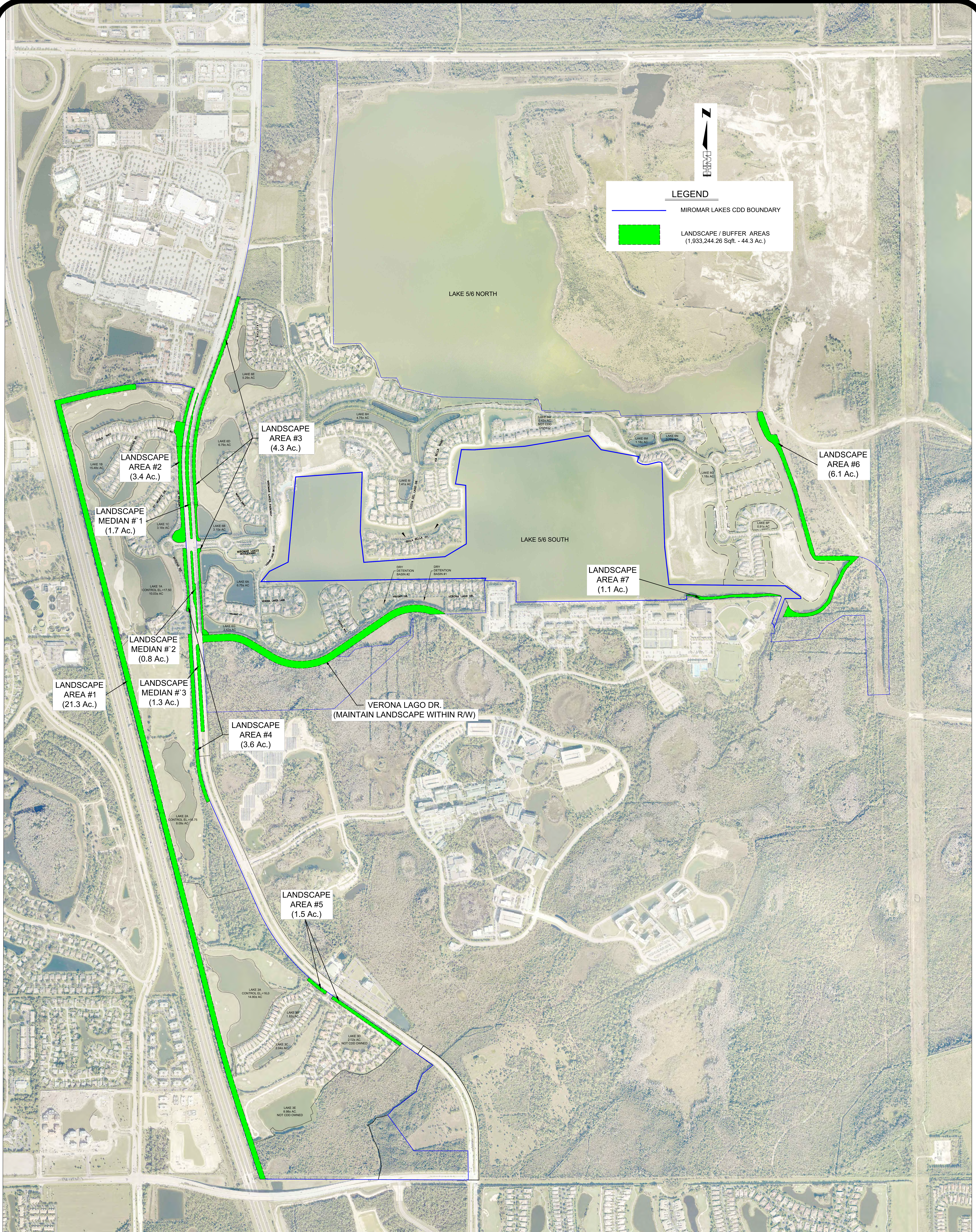
Title: PRESIDENT

Date: 4/24/20

FACILITIES MAINTENANCE AGREEMENT

Exhibit "A" **Berm and Median Landscape Areas**

H:\2003\2003022\DW\SPWMD - Water Management\COLOR_BUFFER_EXHIBIT-2018.dwg Tab: LANDSCAPE BUFFER EXH Jun. 04, 2018 - 3:13pm



6200 Whiskey Creek Drive
Fort Myers, FL. 33919
Phone : (239) 985-1200
Florida Certificate of
Authorization No.1772

MIROMAR LAKES - CDD LANDSCAPE BUFFER EXHIBIT

FACILITIES MAINTENANCE AGREEMENT

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 7,392 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

Name Printed, Stamped or Typed


BY:

Steven Lewis
Signature of Chairman

Steven Lewis
Name Printed, Stamped or Typed

STATE OF FLORIDA
COUNTY OF LEE

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

NOTARY PUBLIC-STATE OF FLORIDA
 Catherine W. Barkett
Commission #DD709290
Expires: OCT. 15, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

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

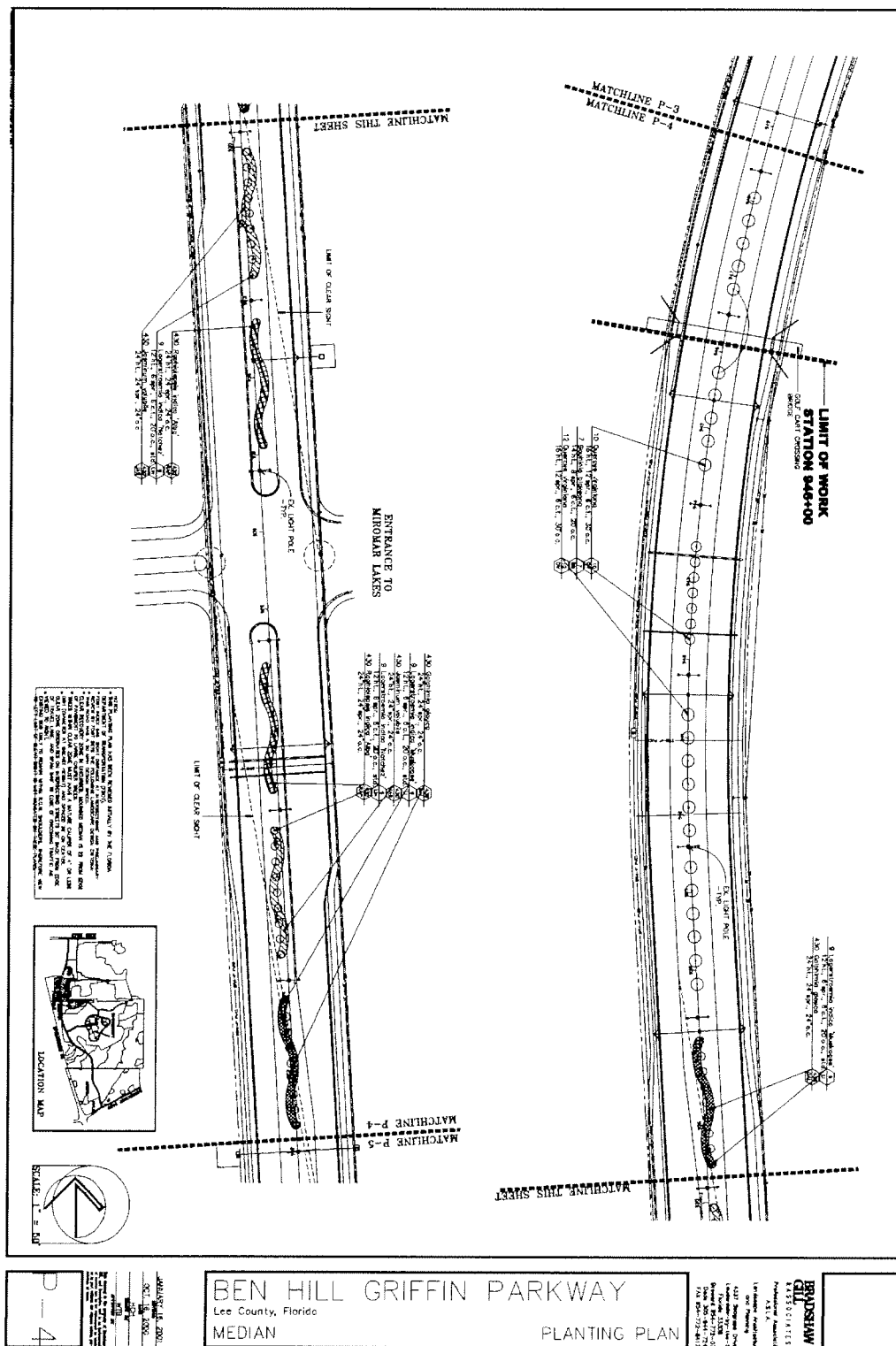
**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

BY: _____
Deputy Clerk

BY: _____
Chairman

APPROVED AS TO FORM:

BY: _____
Office of County Attorney



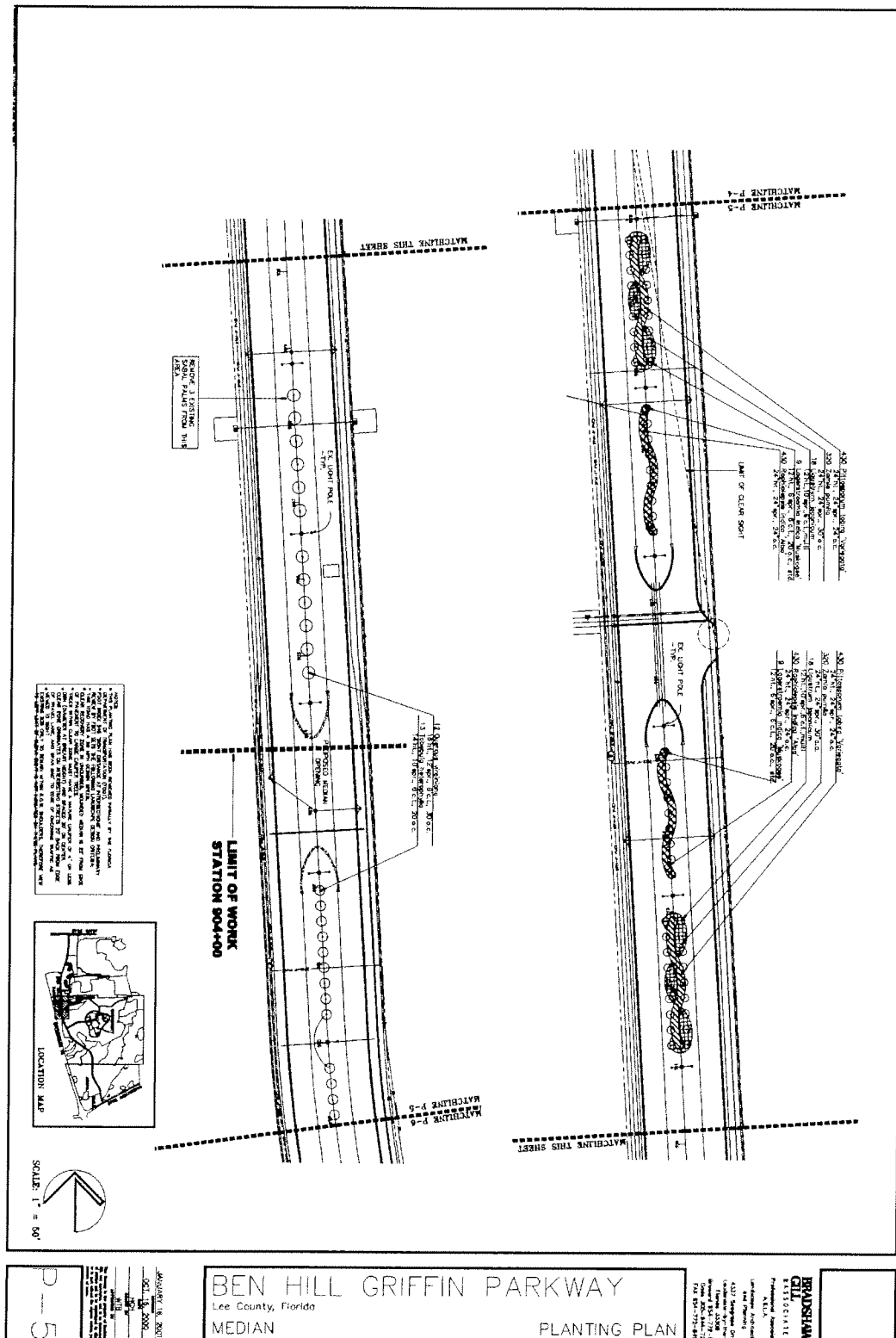


Exhibit “B” - Maintenance Matrix – Level Two - Enhanced

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.											

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."*

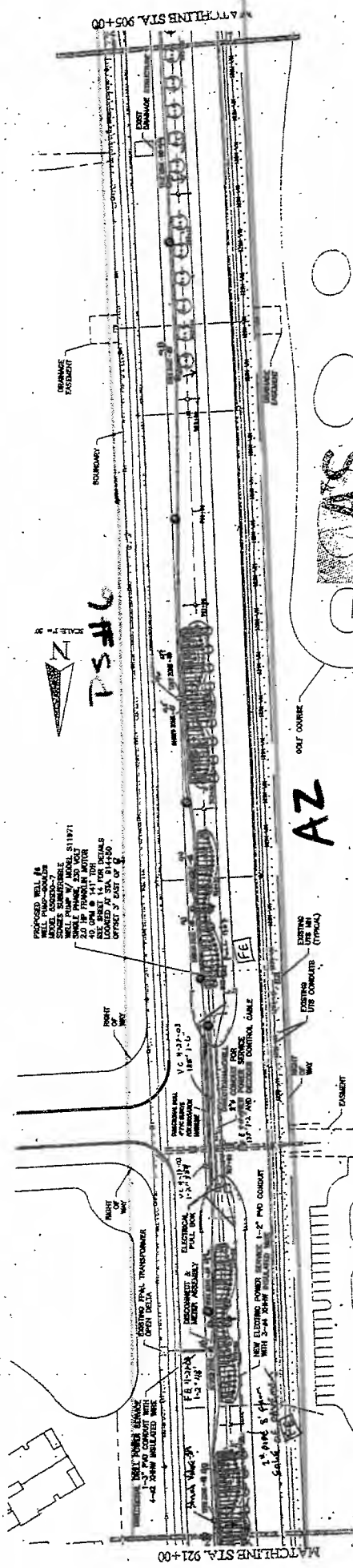
Special Requirements:

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



IRRIGATION LEGEND

IRIGATION LEGEND	
Ⓚ	RAINBOW (OR EGMA) MDC 200 DECODER-BASED CONTROL SYSTEM
Ⓢ	RAINBOW (OR EGMA) SURGE PROTECTOR & GROUNDING KIT
Ⓛ	RAINBOW (OR EGMA) AUTOMATIC FILTER SYSTEM - 2" MODEL - MODEL # AP200-156
Ⓥ	RAINBOW (OR EGMA) ELECTRIC-REMOTE CONTROL VALVE - 200 FT. LONG 1/2" PIPE ANGLE VALVE
ⓐ	RAINBOW (OR EGMA) GUNIC COUPLING VALVE - MODEL 441RC
ⓐ	RAINBOW (OR EGMA) SUPPLIER MODEL H20 MOUNTED ON A POP-UP SPRINKLER - SEE DETAIL PAGE 2
Ⓢ	RAINBOW (OR EGMA) 1000-BAR-HIT SPRAY HEAD WITH 7 DEGREE TRAJECTORY MULTIFLOW SQUARE PATTERN NOZZLE

Lodge Construction, Inc.
2161 McGregor Blvd.
Fort Myers, FL 33901


**BEN HILL GRIFFIN PARKWAY
MEDIAN IRRIGATION SYSTEM**

SECTION 11-14 & 23-26, TOWNSHIP 28S, RANGE 25E
LOCATED IN

IRRIGATION & SPRINKLER PLACEMENT
LEE COUNTY, FLORIDA
(STA. 427+00 TO 405+00 BEN HILL GRIFFIN PARKWAY)

NATIVE LANDSCAPES

005-88-288-45-04	PAK (B&H)	005-88-288-45-04
106 SECOND STREET, SUITE 200	106 SECOND STREET, SUITE 200	106 SECOND STREET, SUITE 200
LOS ANGELES, CALIF. 90012	LOS ANGELES, CALIF. 90012	LOS ANGELES, CALIF. 90012

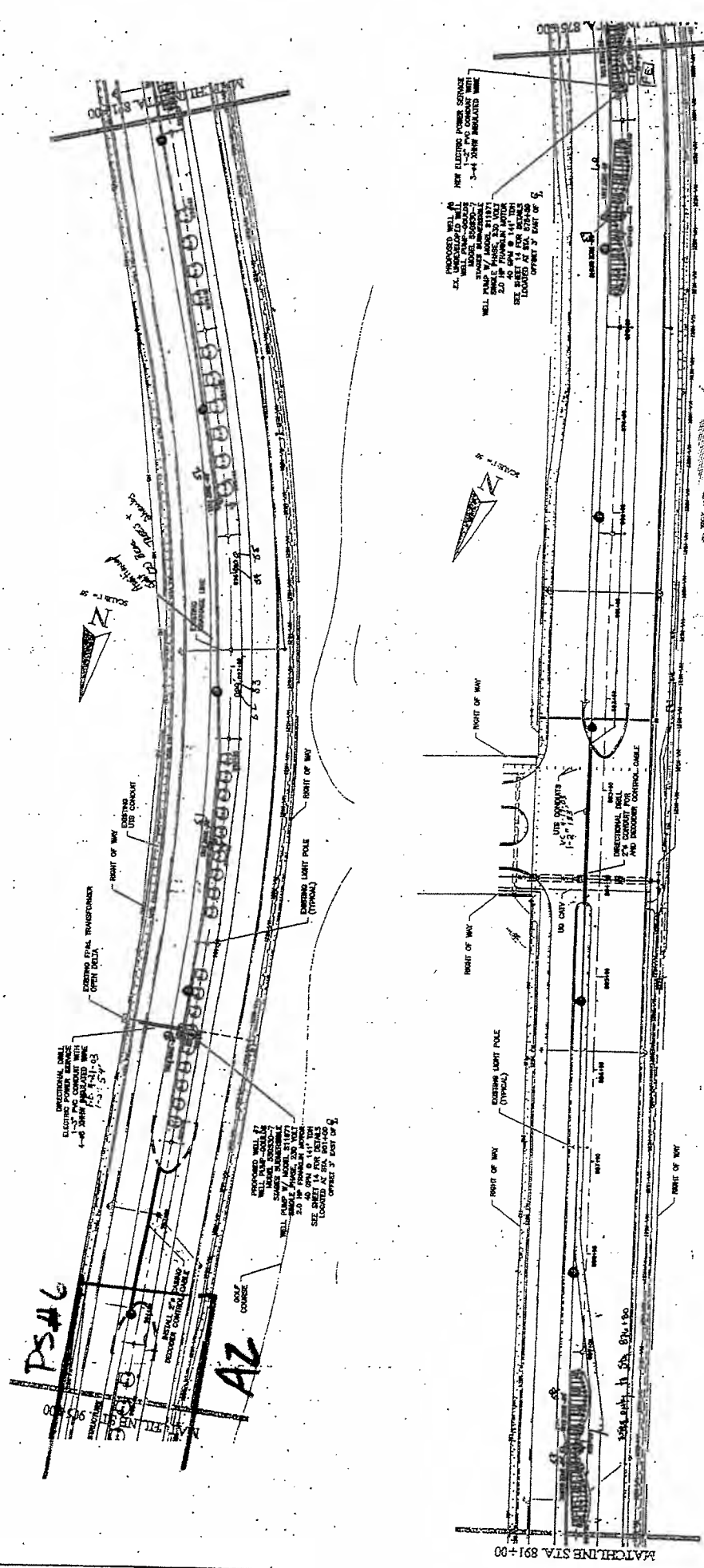


SOURCE, INC.
1000 West 12th Street
Oklahoma City, Oklahoma 73106

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 11-19-2008 BY 60322 UCBAW

PLAN

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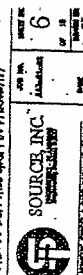
IRRIGATION LEGEND

①	RANDED (OR EQUAL) MFC 200 DECODER-BASED CONTROL SYSTEM
②	RANDED (OR EQUAL) SURGE PROTECTOR & GROUNDING KIT
③	RANDED (OR EQUAL) AUTOMATIC FITEK SYSTEM - 2" MODEL - MODEL # AP200-GR
④	RANDED (OR EQUAL) ELECTRIC-REMOTE CONTROL VALVE - 80 PSI SERIES 125 TEE ANGLE VALVE
⑤	RANDED (OR EQUAL) QUICK COUPLING VALVE - MODEL 4-HCC
⑥	RANDED (OR EQUAL) RUBBER MODEL M40 MOUNTED ON 4" POP-UP SPRINKLER
⑦	SEE DETAIL PAGE 12
⑧	RANDED (OR EQUAL) 100'-6" RADIUS 90° TURN HEAD WITH 7 DEGREE TRAJECTORY MULTI-PORT SQUARE PATTERN NOZZLE

**BEN HILL GRIFFIN PARKWAY
MEDIAN IRRIGATION SYSTEM**
SECTION 11-14 & 23-24, TOWNSHIP 28S, RANGE 28E
LEE COUNTY, FLORIDA
LOCATED IN
GSA 705-100 TO 975-100 BEN HILL GRIFFIN PARKWAY

**ASST
BUT**

NATIVE LANDSCAPES
Lodge Construction, Inc.
2101 McGregor Blvd.
Fort Myers, FL 33901



PROJECT	DATE	BY	CHECKED
PROJECT	DATE	BY	CHECKED
PROJECT	DATE	BY	CHECKED

PLAN

NO.	DATE	BY	CHECKED

PROPOSED WELL #1
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WELL PUMP #2
WELL PUMP #3
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WELL PUMP #100

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

The Regular Meeting of the Miromar Lakes Community Development District's Board of Supervisors was held on Thursday, May 10, 2018, at 2:00 p.m. at the Beach Clubhouse, 18061 Miromar Lakes Parkway, Miromar Lakes, Florida 33913.

Board members present and constituting a quorum:

Dr. David Herring	Chairman
Mr. Doug Ballinger	Vice Chairman
Mr. Alan Refkin	Assistant Secretary
Mr. Michael Weber	Assistant Secretary

Board member absent:

Mr. Burnett Donoho	Assistant Secretary
--------------------	---------------------

Staff present:

James Ward	District Manager
Greg Urbancic	District Counsel
Paul Cusmano	Calvin Giordano & Associates
Bruce Bernard	Calvin Giordano & Associates
Charlie Krebs	District Engineer

Audience:

Tim Byal	Miromar Development Corporation
Mike Fabian	Resident

1. Call to Order & Roll Call

Mr. Ward called the meeting to order at 2:00 p.m. A roll call determined all members of the Board were present with the exception of Supervisor Donoho.

2. Continuation of Discussion Relative to Fiscal Year 2019 Budget

Mr. Ward advised the Board he had had a conversation with Mr. Byal after the last Board meeting, and Mr. Byal had suggested a format which was consistent with other Districts that both Mr. Urbancic and Mr. Ward work with. He said instead of the District actually maintaining some of the assets owned by the District, there was an option to enter into an agreement with the Master

Homeowners' Association to permit the HOA to maintain those assets for whatever period the Board decided. He continued that with these types of agreements, there was no fee which the HOA was paid by the CDD, the HOA would charge their members whatever it decided to cover the cost of the agreement, and it was a simple agreement for maintenance. He stated an exhibit could be added to the agreement in terms of the quality of maintenance, but he was not sure that would be necessary, in this instance.

Mr. Ward stated this arrangement would do two major things: One, eliminate in totality the need for any reserves which would be required in the event of a hurricane since, as he understood, the reserves in the HOA were relatively healthy; two, it would reduce the operating budget by roughly \$710,000 a year, so the assessment levels instead of increasing to \$1300 would decrease to the level of \$330-\$340.

Mr. Ward said then the District's obligation would be solely the operation and maintenance of the drainage system.

Mr. Ward explained the HOA's fiscal year was different from the CDD's fiscal year. The District's fiscal year ended September 30; the HOA was probably a December 31 fiscal year. He suggested the District could terminate its maintenance on September 30, or leave some funds in the budget and continue maintenance until December 31. He said the second option would be consistent with the HOA's budget process on a going forward basis and would not impede them if they did not have sufficient cash to handle the last three months of the current calendar year.

Mr. Ward indicated if the Board decided to move in this direction, it would have to be done in the next 30-45 days in order to modify the budget to be ready for the Public Hearing in September.

Mr. Ward stated if the Board chose to keep the maintenance of the landscaping, there was another alternative, which would be to remove the reserves, leave the assessment about the same, and then work from there on dealing with the reserve issue. He said it was the Board's decision, but this issue needed to be resolved. He added the final piece of the puzzle was to work with the developer in order to try to eliminate MSBU Overlay District, which would reduce the budget by \$50,000.

Dr. Herring asked if Mr. Ward knew whether the HOA would be capable of assuming the maintenance in September.

Mr. Byal responded he had not known that Mr. Ward was going to offer a December option, which would amount to approximately \$100,000 for the quarter. He commented what worked best for everyone was what should be done.

Dr. Herring asked how this agreement transfer would affect the contract with Brightview.

Mr. Ward stated there was a short termination term on the contract, and a date would be decided with a 60-day notice.

Dr. Herring asked if everything else would be turned back over to Estate Landscaping, and Mr. Byal responded in the affirmative.

Mr. Ward explained the reason he had suggested the December 31 date was to assist the HOA because he knew their fee structure was through December 31. He said the District's assessments could still be lower because only \$100,000 would be needed to cover landscaping fees, instead of \$710,000. Assessments would still go down.

Mr. Weber commented there would be a contract between the Master Association and the CDD to support the landscaping of CDD properties, and there would be money exchanged between the two entities.

Mr. Ward responded that was not the case as it would be an agreement to maintain with no money exchanged. The HOA would derive its revenue on its own to cover the cost of the maintenance.

Mr. Byal explained the assessment from the HOA would most likely go up; however, there would be some savings.

Mr. Refkin commented he was in favor of this suggestion. He said he was concerned about having Estate do the landscaping because in the past they had done a poor job.

Mr. Weber agreed with Mr. Refkin, and said he was still trying to understand two entities with one supporting the other and not paying for it.

Dr. Herring stated the residents were paying for it because the HOA dues would go up.

Mr. Weber responded the Master Association dues would go up, so residents would be paying for it through the Master Association instead of the entity which actually owned the property and was responsible for it. He pointed out HOA fees were not tax deductible, but the charge on your tax bill by the CDD was deductible. He said this was not a big deal because it was not a great deal of money.

Dr. Herring stated there was precedent, and it had been done many times before in other CDDs.

It was said that the reverse situation, however, was not the case in that the CDD could not maintain HOA property and pay the cost of it without being reimbursed by the HOA.

Mr. Ballinger asked if this was in the form of a property tax, and the response was affirmative. He added this year's limitation was \$10,000, so it would not affect anybody.

Mr. Weber's response was it would affect many people in Miromar.

Mr. Ward stated the big issue was the reserve.

Mr. Weber responded he now understood why the CDD would not need the reserve if the Master Association was responsible and there was another disaster. The Master Association had reserves which could handle the disaster, and any replenishment of the reserves would be through the dues, rather than through tax assessment.

Dr. Herring asked if there were provisions which allowed the HOA to back out of the agreement, for example if there was another hurricane with large expenses. He asked what risks the CDD was taking. The response was that the risk to the District was that the HOA terminating the agreement.

Dr. Herring commented the issue was quality control. He said he could not imagine the HOA would tolerate poor quality and would have more influence over Estate Landscaping.

Mr. Ward pointed out that looking inside Miromar Lakes showed the quality was there. He added the quality would most likely be better than presently seen.

Mr. Refkin asked Mr. Byal what his thoughts were on this issue.

Mr. Byal responded the reserve amount was a concern to him, and obviously the HOA was not volunteering for the additional responsibility. He said he had talked to Mike, Chris, and Bob about the efficiencies and how a team, which was on the premises daily, could more effectively handle the additional responsibilities. Most likely, he said additional staff would be added, but overall the job could be done more effectively. He said this decision was logical for the community.

Dr. Herring said he was in favor of this suggestion, but there was a part of him that was disappointed this alternative was not suggested sooner. He asked Mr. Bernard how this decision would affect his department, and his response was this was the first time he had heard about it.

Mr. Ballinger asked where residents would now go with questions concerning landscaping and security and would a place be established for residents to come to talk about concerns.

Mr. Byal responded that place already existed.

Mr. Ballinger said in the past invitations for residents to come and speak at an HOA meeting had not been made and would that change?

Mr. Byal responded the HOA meetings were open to residents, but they did not participate. He said the meetings were not advertised, other than at the desk and on the website, but the HOA was not obligated to publicly advertise. He suggested a good forum was the voters' rep meetings.

A question was asked concerning what would happen to the capital plan which was in place. Mr. Ward responded that would no longer exist, and it would be for the HOA to handle.

Mr. Byal explained simple maintenance could be handled more easily through this new arrangement.

A resident in the audience expressed that going through the CDD's process gave residents confidence and assurances a check and balance process was being followed. She said the minutes reflected items were voted on. She said she was not sure it would be the case with the HOA where they could be sure the money would be spent on things which had been agreed to.

Mr. Byal responded the difference was between the responses to Hurricane Irma the HOA was able to accomplish versus what the CDD was able to accomplish. He said the HOA had the ability to execute the plan without encumbrances.

The resident responded she did not disagree, and the HOA had done a fabulous job. She said she was concerned about the little guy who did not get as much attention, and as long as Mr. Byal was there, she was in agreement.

Mr. Refkin asked about the berms and if ownership would be transferred to the CDD.

Mr. Byal responded future berms would transfer to the CDD.

Dr. Herring commented if this agreement was approved, the CDD's main concern would be water maintenance, future lakes and the like. He said he would see no reason whatsoever to accept any more monuments or berms.

Mr. Ward shared some history of the District and pointed out these type of agreements were usually developer driven and not CDD driven. He said in this particular instance, Hurricane Irma was a force that made them rethink the process. He said he gave Mr. Byal credit for making the suggestion. He said he felt the agreement was a good thing and would make the community appear more consistent. He added the agreement could always be ended.

Mr. Ballinger asked if this agreement would delay the Budget process.

Mr. Ward responded it would not as long as the contract could be done by next month. He asked Mr. Byal to determine which date the HOA would prefer, 10/1 or 1/1.

Mr. Ballinger asked if this agreement would call for a revision of the contract with CGA.

Mr. Ward responded this contract had already broken out into its various parts, so yes, they would lose the part related to the landscaping piece, but they would still handle the drainage, which would not likely decrease.

Mr. Bernard stated the only issue he could see with the reserve was another hurricane could hit and the erosion control to be spent on the lakes would not be there for the reserve portion. He indicated almost \$500,000 had been spent fixing lake beds.

Mr. Ward said in his opinion it would allow Mr. Bernard to focus.

It was stated that portions collected from FEMA would go into a fund which would not have to be used for landscaping.

Mr. Ward responded Mr. Bernard had some erosion repairs which had not been budgeted on which he would spend the FEMA money.

Mr. Ward stated if the Board was in agreement, then Mr. Urbancic would work on the agreement, and he would amend the budget accordingly and bring the budget to the Public Hearing.

Dr. Herring asked the Board for their input, and all agreed the HOA maintenance agreement was to be pursued.

It was suggested it be made clear to residents who should be contacted in the event of an issue with landscaping.

Mr. Byal stated when the budget was increased, he would have to deal with the change, and the explanation would include an understanding of the fact the HOA was now responsible for all landscaped areas. He said he thought it would be a well-known fact.

Mr. Ward asked if there was any further discussion, and hearing none, continued to the next item.

Mr. Ward explained that over the last couple years, the District had had no consistency in how to maintain the drainage system. We have had to deal with

Motion was made by Dr. Herring and seconded by Mr. Ballinger to approve the Minutes of April 27, 2018, and May 10, 2018, with corrections noted above, and with all in favor the motion was approved.

3. Consideration of Resolution 2018-5 Establishing an Electronic Records Policy

Mr. Ward said this would establish an Electronics Records Policy for the CDD and a policy on an electronic signature. He provided the Board with a red line version of the resolution, which codified what was already in the law which allowed governmental agencies to keep records in an electronic format as long as certain standards were met. He said those criteria were attached to the Resolution as an exhibit. He advised the State had updated this policy for the betterment and to keep up with technology. He said in essence he had followed this policy anyway, and kept in paper format only resolutions, agreements and minutes. He said he used to need these documents in paper form, but that was no longer true, and nearly all documents were sent electronically.

Mr. Ward explained that this Records Policy would allow for electronic signatures, which meant the Board could now use email to sign documents.

Dr. Herring asked if the paper copies were also electronically available. Mr. Ward responded they were.

Dr. Herring asked where the records would be stored electronically. Mr. Ward responded he used a Cloud-based system which had backup in three different states.

Mr. Urbancic pointed out that notarized signatures could not be electronic, but hopefully soon they would be.

Mr. Ward called for a motion.

Motion was made by Dr. Herring and seconded by Mr. Ballinger to approve Resolution 2018-5 as described above, and with all in favor the motion was approved.

4. Continuation of Discussion Relative to the Fiscal Year 2019 Budget

Mr. Ward stated there were many different items for this discussion, and he would try to "set the stage" and then go through the documents.

a) Agreement with Miromar Development Corporation for the Operation and Maintenance of the District's Landscaping Program

Mr. Ward said from a strategic standpoint, the Board was amending the Budget to reduce all of the landscaping that was currently in the proposed Budget and terminating the landscaping budget as of December 31, 2018. Then on January 1, 2019, the Master Homeowners' Association would be responsible for all of the maintenance obligations, including but not limited to the Ben Hill Griffin median strip. The MASTER HOA would also be responsible for any of the capital work that was needed for improvements as they deemed appropriate as of January 1, 2019.

Mr. Ward continued that he had reduced the Budget to keep the cost of landscaping through December 31, 2018, for three months, and no capital element whatsoever.

b) Consideration of Acceptance of Dedication of San Marino Berm

Mr. Ward stated that as these changes were being made, the San Marino berm was in the process of being dedicated to the District, which was part of FEMA work which was ongoing with respect to reimbursement. He said in order to keep that going forward, this had been included on the agenda, but it would be an obligation of the MASTER HOA under the agreement with them.

b) Consideration of Resolution 2018-6 establishing Rules and Regulations for the Operation of the Storm Water Management Program, and Authorizing the Staff to Advertise for the Adoption of a Rule for the Storm Water Management Program

Mr. Ward said this Resolution relating to the Storm Water Management Program was the biggest piece of the puzzle. Mr. Ward indicated he and Mr. Urbancic concurred this agreement should be put in writing in a twofold process. One would be a resolution that stated what the policy would be on a going forward basis and then a rule would be established. He said a Rule cannot be undone easily, which would prevent the Board and the audience from requesting the Rule be amended. He said the rule would be definitive as to what could be done, and Mr. Urbancic, Mr. Krebs and Mr. Bernard had spent a significant amount of time making it clear and complete. He said the Rule was consistent with what was said at the last meeting: The District will maintain up to control elevation and homeowners will maintain above control; the district will work on all of the storm water system internal to the single family home projects or any condo sites. He said the Master MASTER HOA has agreed to provide the District with deeds and/or easements, to the extent they have any ownership interests or easement rights. He said the District would maintain in the budget the completion of the erosion control problem from Hurricane Irma. He said he had not included any reserves in the Fiscal Year 2019 Budget. He stated that would be evaluated in the future.

Mr. Refkin asked when these responsibilities were transferred to the MASTER HOA, would it be done on an as-is basis and not have to be brought up to a certain standard. Mr. Ward responded this was correct.

Dr. Herring asked above what level of the water line was the District responsible. Mr. Ward responded for control, so basically up to the top of water line, 18 feet above sea level.

Dr. Herring asked if the reason for this concession in January was due to the MASTER HOA's fiscal year. Mr. Ward responded affirmatively.

Dr. Herring asked if there were any changes in landscaping in those areas which the CDD owned, would the MASTER HOA have to make those proposals through the District. Mr. Urbancic responded any material changes would come through the District for review. Mr. Bernard stated he did not think this was the case.

Mr. Ward stated the intent was to keep an open dialogue with the developer. He said there was a provision which allowed him as manager to have input for landscaping plans, and he would assign that responsibility to Mr. Bernard. He said he did not see that any bad decisions had been made in the Community to this point, but it would be something to evaluate over the next year or two.

Dr. Herring asked if homeowners wanted to become involved in decisions, would it be done through the MASTER HOA. Mr. Ward responded this was correct.

Mrs. Le Fevre from the audience said she had read the contract, and it was very specific in saying any substantial changes would have to be approved by the CDD. She said this told her as a homeowner that if she wanted to do something different on CDD property, she would have to come to the CDD Board.

Mr. Ward responded that the intent of the agreement was that the MASTER HOA would have complete responsibility for the operation and maintenance of the landscaping program, which included whatever homeowners wanted to do on the berm. He said if changes became substantive, that would be a communication that he would have with Mr. Byal in deciding whether it should come to the Board. He said he did not see anything in the landscaping program that would rise to that level.

Mr. Refkin asked if the wording of the agreement reflected what Mr. Ward had just said. Mr. Urbancic responded affirmatively and read that part of the agreement aloud.

Dr. Herring said Ms. Le Fevre had a conversation with Mr. Byal who said he would be cooperating with the homeowners.

Ms. Le Fevre said her only issue was homeowners gave the responsibility to the Master MASTER HOA for landscaping, but for anything else, it was their responsibility; however, there was no funding for anything else in the budget.

Dr. Herring responded it was funded through the MASTER HOA. Ms. Le Fevre asked through whose MASTER HOA, and Dr. Herring responded the Master Association.

Ms. Le Fevre said when residents approved the Community Program, there had been no money for it. Dr. Herring stated that was a "wish list." Ms. Le Fevre said then any funding for that, the Master Association had to get and would have nothing to do with what the CDD was paying them for landscaping.

Mr. Ward responded the District did not pay the MASTER HOA for taking over the landscaping program. He said it was an agreement to let the MASTER HOA maintain the CDD's facilities, and then they would charge the homeowners in the same way as for regular landscaping. The MASTER HOA could do whatever they desired with the "wish list." It was not an obligation. Mr. Ward continued this was an opportunity to have one entity maintain an entire system which was always a good idea. He said the residents would see an economy of scale and in the operation of the way it was done on an ongoing basis. He said he did not see the developer would do something that would hurt property values in any way, but rather be in a position to do more on a faster basis than the CDD could ever do in terms of the operation of the system, including renewable plant replacement.

Ms. Le Fevre said she did not disagree with the decision and thought it was sensible. She said she wanted to know where to go in the future.

Mr. Ballinger stated the same thing she was talking about was discussed at a prior meeting, and he had asked the question. He said there had been progress made towards that end because he had talked to Don Miller, and Mr. Miller had attended a Master MASTER HOA meeting, which was good because there was definitely going to be some landscaping questions that needed to be aired in front of the Master MASTER HOA.

Ms. Le Fevre stated she was not trying to disrupt, and the CDD certainly wanted to maintain what it had and over time improve what it owned.

Mr. Refkin reminded Ms. Le Fevre that the CDD represented the residents and both agreed Mr. Byal was very helpful.

Mr. Cusmano commented that the elevation was 18 feet above sea level around the lakes, but not in all places. He said Mr. Krebs had provided an exhibit, and the area was broken up into drainage basins. The basins for the large recreation lakes were 18 feet above sea level, but going south, it went from 17.5 feet to 16.5 feet to 16 feet. He stated there must be engineering reasons for doing this. He pointed out as the map went south, the control elevation was different.

This information was discussed and clarified.

As a final note, Mr. Ward stated Mr. Byal had been helpful in working with the County and trying to eliminate the MSBU. He said with any luck at all, an agreement should be reached in the next year, but hopefully sooner. He said he understood the County was working on an agreement, and the Master MASTER HOA said they would enter into the agreement with the County to maintain that term. He said this agreement should essentially eliminate \$50,000 a year, and this would be a benefit as the CDD moved forward.

Mr. Ward stated he would walk the Board through the motions for these items.

Mr. Ward said the first was a motion to approve the agreement with Miromar Development Corporation for the Operation and Maintenance of the District's Landscaping Program.

Motion was made by Dr. Herring and seconded by Mr. Refkin to approve the agreement with Miromar Development Corporation for the Operation and Maintenance of the District's Landscaping Program, and with all in favor, the motion was approved.

Mr. Ward said the next motion would accept the Dedication of the San Marino Berm.

Motion was made by Mr. Refkin and seconded by Mr. Ballinger to accept the Dedication of the San Marino Berm, and with all in favor, the motion was approved.

Mr. Ward said the next motion would approve Resolution 2018-6 which set up a process where the Board would have, as part of their public hearing process in September, adoption of the Rule related to the Storm Water Management Program. He said the Public Hearing for the Rule would be September 13, 2018, at 2:00 p.m. at the Beach Club House, 18061 Miromar Lakes Parkway, Miromar Lakes, Florida 33913.

Motion was made by Mr. Refkin and seconded by Dr. Herring to approve Resolution 2018-6 as described above, and with all in favor, the motion was approved.

Ms. Le Fevre asked when the Rule took effect. Mr. Ward responded the Rule would take effect as of the date of adoption of the Rule, at that point anything over control would be the

d) Manager – No report.

EIGHTH ORDER OF BUSINESS

**Supervisor's Requests and Audience
Comments**

Mr. Ward called for Supervisor's requests. Hearing none, he called for audience comments.

Mr. Rizzo from the audience commented that he did not see any expression of the financial impact of the transfer of the landscaping budget to the Master Association. He asked if there had been any discussion for the developer to make a contribution to the Master Association to cover that budget transfer.

Mr. Ward responded negatively. He said this did not make sense to him to do so, and he had not had a discussion with the developer as it related to the Master Association. He said this was not something the CDD would normally do. A discussion of this issue ensued.

Mr. Ward reminded the Board that on September 3, 2018, a regular Public Hearing had been scheduled.

NINTH ORDER OF BUSINESS

Adjournment

Mr. Ward adjourned the meeting at 3:00 p.m.

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

**Miromar Lakes Community Development
District**

James P. Ward, Secretary

Doug Ballinger, Vice Chairman

On MOTION made by Mr. Refkin, seconded by Mr. Donoho, and with all in favor, the Minutes of the July 12, 2018 as amended were approved.

THIRD ORDER OF BUSINESS

Public Hearings

a) Fiscal Year 2019 Budget

Mr. Ward asked the Board to open the Public Hearing.

On MOTION made by Mr. Refkin, seconded by Mr. Donoho, and with all in favor, the Public Hearing was opened.

Mr. Ward asked if any of the public had questions or comments related to the Fiscal Year 2019 Budget.

Mr. Michael ~~Risso~~~~Resa~~ (ph) asked if the Board had heard anything from the Master Association in terms of the impact on the Master Association fees from the landscape budget transfer.

Mr. Ward asked Mr. Byal to answer the question.

Mr. Byal responded the Master Association was not at a point where they understood the directive. He said conceptually, they were comfortable that the actual maintenance obligation, which would be transferred, would be at or below the proposed budget amount of \$617, primarily because ~~Estate~~~~the State~~ contractor was a lower bidder than the contractor proposed.

Mr. Byal continued that the capital portion that was \$150,000 would no longer exist because the HOA maintained sufficient reserves in order to accomplish that within its working capital funds. It would not be an operating cost assessment for the owners. He explained that the reason the discussion evolved was the CDD needed to have a large million dollar assessment for future hurricanes. When this need went away, then the HOA was responsible and had insurance coverage and substantial reserves.

Mr. ~~Donoho~~~~Ballinger~~ stated ~~un~~fortunately the District was under what had been budgeted for Hurricane Irma.

Mr. Byal said there were differences in the denominator, and there were more units in the CDD than there were in the HOA; but he said he did not see at the end of the day, the direct change between the landscape with the CDD and the landscape with the HOA being a significant impact.

Mr. ~~Risso~~~~Resa~~ stated he didn't think the Board had ever approved the concept of the capital reserve.

Mr. Ward asked for clarification.

Mr. ~~Risso~~~~esa~~ said Mr. Byal was referring to the fact that with the transfer of the budget over to the Master HOA, the CDD no longer had to put up a million dollar capital reserve, but that was never approved by the Board anyway.

Mr. Ballinger and Mr. Refkin said that was correct, since that concept was replaced with the agreement with the Master HOA to undertake the maintenance of the landscaping.

It was commented that in the bigger scope of understanding, the benefit of the redistribution of the landscape responsibility back to the HOA was part of that equation.

The point was made that on the CDD budget side, the off roll lots of developers, still being paid for, subsidized a portion of that landscape budget, and by handing it over to the Master HOA, the developer no longer has ~~sd~~ that responsibility.

Mr. Ballinger said the Fiscal Year started October 1 with this budget, but the Master HOA did not take over until January 1.

~~A question~~ A resident ~~was~~ asked when residents would see this transition reflected. Would it be in 2019?

Mr. Ward responded that in the current budget, there was a reduction for January 1, 2019 to September 30, 2020. He said in their HOA fee, when Miromar Development send ~~dst~~ out new bills, whatever change there was would be seen for January 1. He said the District was maintaining in the budget through December 31, 2018, and the HOA would begin on January 1, 2019.

Mr. Mervis (~~ph~~) asked if it would be the same approach for the storm sewer cleaning.

Mr. Ward responded the storm sewer cleaning would remain with the CDD, so there is no change in the maintenance of the water management system. He said there was a rule coming up at another Public Hearing later that day which had nothing to do with the Homeowners' Association.

~~Mr. Mervis~~ An audience member asked who would have responsibility for cleaning the storm sewers after January 1, 2019.

Mr. Ward responded if we could, we they would talk about that during the public hearing on the Rule for the operation of the Water Management System. ~~later in the agenda.~~

Mr. Burlis ~~(ph)~~ asked about reimbursement for rebuilding the shorelines and who was responsible for that.

Mr. Ward said the CDD's position was that they would not be reimbursing anyone for storm related damage, the CDD will continue to repair storm related damage to facilities owned by the CDD, but the CDD has taken the position that it will not reimburse Homeowner's Associations for storm related damage.;

Mr. Burlis asked what if the residents had not made the repairs.

Mr. Ward replied the CDD would have repaired that which was owned by the CDD.

Mr. Burlis asked why this wasn't communicated.

Mr. Ward responded he was not sure the District was aware homeowners had made repairs. He said they were aware of some.

Mr. Burlis asked how that allowed the District to not reimburse the homeowners.

Mr. Ward said he did not think it was the District's responsibility to make this clear to the homeowners.

Mr. Burlis said his homeowners' group reached out to the CDD, and no one responded to their messages.

Mr. Ward said he was not aware of any messages, but the bottom line was the District Board had indicated it was not going to reimburse any HOAs for storm related damages that were not taken on.

Mr. Burlis asked would the District not reimburse even if the Board had been approached about the damage and did not respond.

Mr. Ward said again he was not aware that the CDD did not respond to anything.

Mr. Burlis said let's just say it was hypothetical, and they were contacted.

Mr. Ward responded it was not a hypothetical question. The answer to his question was the CDD Board had indicated that it was not going to reimburse any Association for storm related damage that it picked up if that facility was owned by the CDD. He said it shouldn't have been done to begin with. He stated he was not aware and had not been advised. He added he did not know that the Board was aware of it either.

Mr. Refkin stated in the CDD minutes and during discussions, it was made really clear by Mr. Ward and the Board that the CDD would go in and fix the things that had not been fixed at that time.

Mr. Burlis asked what time period this was.

Mr. Refkin said a recent time period, and at past minutes show that topic had been a discussion of the CDD for some time.

Mr. Burlis asked what the time was.

Mr. Refkin suggested he go back in the minutes and look as he did not know the exact dates.

Mr. Ward stated he had just been advised that ~~the CDD~~they did not even own the Castelli Water Management System at the time of the storm last year. He said that was homeowner owned. He said after it was repaired, the District assumed responsibility for its operation and maintenance. He said the position of the Board has been that if it was a private facility at the time, they would not do any repairs.

Mr. Krebs said it was his understanding that Castelli and Ana Capri and the shore line was still owned by the residents during the storm event and was transferred to the CDD afterwards.

Mr. Burlis asked what was meant by owned by the homeowners.

Mr. Krebs responded the Homeowner Association or the homeowners owned that shoreline up to the water's edge, so any improvements would have been the homeowners' responsibility to maintain and operate.

Mr. Burlis asked if it was something that he owned that had been transferred.

Mr. Krebs responded negatively and that from the water level down had been transferred. The developer still owned from control out in the main lake which was 18 down, so they transferred from that control line down to the CDD. He said what is from control up is owned and maintained by the HOA or the homeowner, however it was set up. The lake maintenance easement that was recorded as part of a plat that went along the shoreline, which allowed the owner of the lake at the time, the developer, to have access to maintain the lake shorelines from control up, was owned and maintained by the homeowner or the association, unless it had been transferred to the CDD. So only from 18 down had been transferred to the CDD that he was aware of.

Mr. Ward called for further questions, and hearing none, called for a motion to close the Public Hearing.

~~The point was made by~~ Mr. Weber stated that he wanted to comment on the landscaping item, and that if the CDD was going to continue to service the landscaping costs for the upcoming year, it would have cost about \$768,000 which included improvements of \$150,000. If you take into consideration the point Mr. Byal made that the \$150,000.00 the Master HOA would be able to fund that from

~~existing reserves, then He said~~ the Master HOA would only be paying \$617,000 because the capital improvement were being paid for by the reserve, so it was not an expense. He said then if the appropriate number of units for the HOA and the District was divided, the variance was \$88.04 in additional cost per unit. However, it was valuable to point out that a reserve would not have to be established for the CDD in the upcoming year and would not accrue the cost of the capital improvements and would benefit from the economies of scale of the Master Association that the CDD had not been able to obtain because of the magnitude of the Master Association. He said that was a number that could not be defined yet until all the contracts were renegotiated. He said there were other less numeric facts like the difficulty for the CDD to address things quickly because it needed to adhere to a budget. He said the CDD was a government agency and had to be careful how the money was spent whereas the Master Association had more flexibility. He said as a resident he was interested in that number, and it was a significantly important fact to the residents in the community.

~~Mr. Risso respectively Another resident~~ disagreed with the analysis of \$150,000 capital because that was going to come out of the capital reserves of the Master Association. He said when that capital came out of the reserves, the \$150,000 would not be there for the residents. So although it did not get accounted for as an expense, it was definitely part of the residents' fund that was spent, so the analysis was not correct.

Mr. Weber responded it depended how that figure was looked at. It was not something that residents would be charged for in the upcoming year in the tax bill or Master Association dues.

~~Mr. Risso Weber The resident~~ responded at some point in time when \$150,000 was needed, it would not be in the reserve account, and the residents would be asked for the money. So he pointed out if they did not pay for it now, they would pay for it later.

Mr. Weber said if ~~Mr. Weber Risso the resident's~~ analysis was used it was a difference of \$172.14 per unit.

~~Mr. Risso The resident~~ asked why that would not be material.

Mr. Weber said he was not saying that it wasn't material, but was saying it was important everyone knew what the numbers were. He pointed out there were also a number of factors that a number could not be put on. He said while all these are "concrete" numbers that could be identified, other benefits could not be identified, like the economies a scale, and the size of that number was not known yet.

~~Mr. Risso The resident~~ responded that the Board was making decisions now that were going to impact residents later. He said that was the discussion point. He said the Board, which was made up of residents, was making decisions to transfer budget money over to the Master Association. He said there had to be some

balancing between those two bodies because both of them were coming to residents for the money. He said as decisions were being made by the Board, they needed to be cognizant of the impact on the other side.

Mr. Weber responded that was why he had brought up the discussion.

~~Another Mr. Risso~~resident said he was not sure he understood the analysis and was it that the \$172 was not material or just that it is \$172.

Mr. Weber responded no, that he was trying to be transparent which was very important and this information had been asked of him and others. He said he was not saying if it was good or bad, but personally, he did not have a problem with it because he felt the number was going to be less at the end of the day.

Mr. Ballinger said if you take into consideration the necessity if the District was still doing the landscaping and that reserve, it was upsetting to everybody. He said Tim Byal came up with the proposal to do the change, and it answered some problems and in itself lessened the impact of the fees that were being paid.

~~Mr. Urbancic noted that it was pointed out that~~ the Board was not bound to the arrangement in perpetuity; so if in a year or two, it was not working and not yielding the benefits expected, then it could be changed.

~~Another~~ resident (name not of record) stated that residents were delaying or using the reserve to counteract the \$172 and lowering it to \$88. So the real number was \$172, and they were using some "stashed cash" to pay it now, and then build the reserve back up again.

~~Mr. Weber noted that it was stated that~~ when the transition occurred, the reserves became the ownership of the residents. The current balance in the reserves was \$5 million. However, if the \$150,000 was ever needed, the reserves impact down the road would be more than adequate.

Mr. Ward called for further questions, and hearing none, called for a motion to close the Public Hearing.

On MOTION made by Mr. Ballinger, seconded by Mr. Donoho, and with all in favor, the Public Hearing was closed.

Mr. Ward asked if there were any questions from the Board on the budget. Hearing none, he called for a motion to adopt Resolution 2018-9 which adopted the Budget for Fiscal Year 2019 beginning on October 1, 2018 and ending on September 30, 2019.

On MOTION made by Mr. Refkin, seconded by Mr. Ballinger, and with all in favor, Resolution 2018-9 was adopted.

importance of the drainage system, and the CDD being the right agency to oversee drainage system repair.

Discussion ensued regarding repainting of the golf course bridge which should be completed in a week and a half, where the paint truck was parked, and possible damage to the lawn.

Mr. Bernard stated a count had been completed and 60 viburnum plants would need to be replaced in the berm. He stated Mr. Ward signed the paperwork for the FEMA irrigation reimbursement, which refunded approximately 75% of the smaller irrigation job (approximately \$9,000 dollars of the \$12,000 dollars), and hopefully within the next 6 weeks he would hear news regarding the larger irrigation job reimbursement. He stated a meeting had been held with the CDD contractor to obtain proposals for the lake bank erosion projects, and the contractor would have proposals by the end of the month.

d) Manager

Mr. Ward stated BrightView Landscaping would receive notice regarding termination at the end of the month. He stated there was approximately \$100,000 dollars set aside for tree trimming which would take 2 months to complete, at which point the relationship with BrightView Landscaping would end. He explained this would not be done until after the holidays.

FIFTH ORDER OF BUSINESS

Supervisor's Requests and Audience Comments

Mr. Ward asked if there were any comments from the Board. A Board Member 13:53 asked if anything had been heard regarding the median strip tax situation. Mr. Ward responded an assistant county attorney (who was the Chief Financial Officer) spoke with Tim; it was realized this was not a short term solvable problem and the attorney agreed not to assess the CDD in November. He explained an agreement would be put into place between all parties to maintain this median strip on a going forward basis by October of 2019. He stated if this was not done the CDD could assess another \$50,000 dollar bill. He stated he would contact Tim periodically to enquire about the situation.

A Board Member 15:57 asked if there was a contract between the CDD and the Master Association regarding the landscaping transactions as the CDD was still the owner of the property which the Master Association would be landscaping. Mr. Ward responded in the affirmative; there was an agreement in place which required the Master Association to maintain the property; there would be no transfer of ownership of property. Discussion ensued regarding fees for 2019, a light about 9.5 miles down the street, being out in the exit median strip, and the county repairing this light in the "near future."

A Board Member 18:57 asked about Mike Elgin. Mr. Ward responded Mr. Elgin was no longer with Miromar; he did not know why or where Mr. Elgin had gone. A Board Member 19:48 asked about Mike Fabian. Mr. Ward responded he knew nothing about Miromar Development's internal workings or Mr. Fabian.

An Audience Member 21:21 asked about his tax bill and how the \$2,600 dollars in fees were distributed. Mr. Ward explained this was the debt service tax bill which included the fee for \$520 dollars plus the capital assessment of each lot. The Audience Member asked taxes and fees would be affected if Miromar was to take over landscaping and maintenance. Mr. Ward responded as a result, the fees had already been lowered from \$700 dollars to \$520, and next year should be lowered again. He stated the

FACILITIES MAINTENANCE AGREEMENT

THIS FACILITIES MAINTENANCE AGREEMENT ("Agreement") is made and entered into as of the 7th 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.

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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 1st through September 30th 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 30th of a calendar year provided the Association provides the District written notice of termination no later than May 30th of that year. If written notice of termination is provided by the Association after May 30th, then the effective date of termination will be September 30th 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

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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 12th Terrace, Suite 1
Oakland Park, Florida 33334
Attention: James P. Ward, District Manager
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

To Association:

Miromar Lakes Master Association, Inc.
10801 Corkscrew Road, Suite 305
Estero, Florida 33928
Attention: Tim Bial, President
tbial@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.)

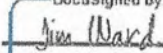
FACILITIES MAINTENANCE AGREEMENT

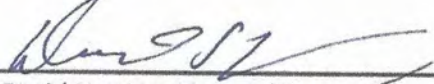
The parties have executed this Agreement as of the date first above written.

DISTRICT:

MIROMAR LAKES COMMUNITY
DEVELOPMENT DISTRICT,
a community development district

ATTEST:

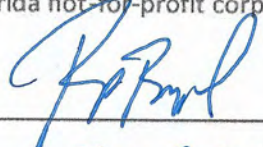
DocuSigned by:

James P. Ward, Secretary

By: 
David Herring, Chairman

Date: _____

ASSOCIATION:

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

By: 

Name: TIM BYAL

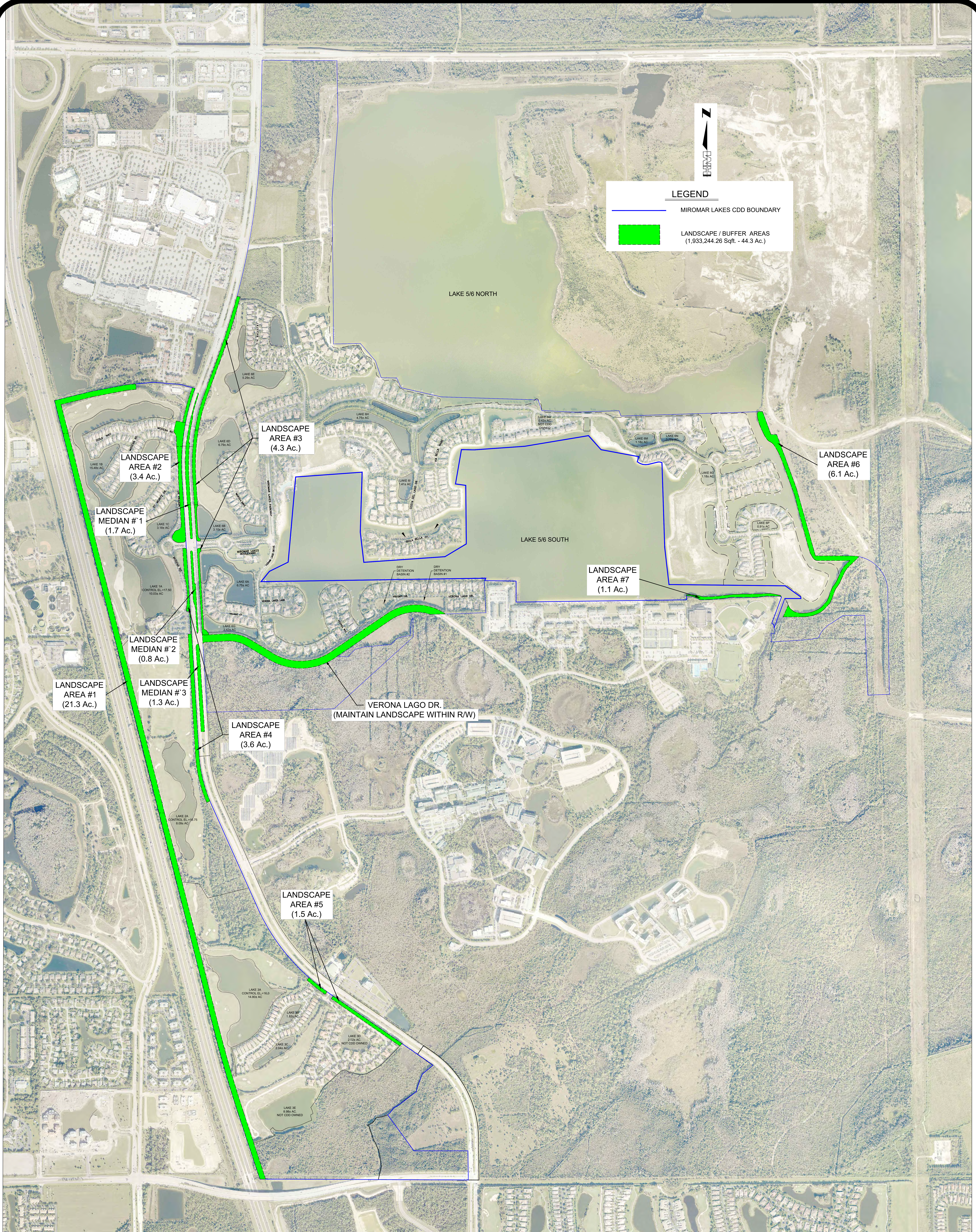
Title: PRESIDENT

Date: 4/24/20

FACILITIES MAINTENANCE AGREEMENT

Exhibit "A" Berm and Median Landscape Areas

H:\2003\2003022\DW\SPWMD - Water Management\COLOR_BUFFER_EXHIBIT-2018.dwg Tab: LANDSCAPE BUFFER EXH Jun 04, 2018 - 3:13pm



6200 Whiskey Creek Drive
Fort Myers, FL. 33919
Phone : (239) 985-1200
Florida Certificate of
Authorization No.1772

MIROMAR LAKES - CDD LANDSCAPE BUFFER EXHIBIT

FACILITIES MAINTENANCE AGREEMENT

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 7,392 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

Name Printed, Stamped or Typed


BY:

Steven Lewis
Signature of Chairman

Steven Lewis
Name Printed, Stamped or Typed

STATE OF FLORIDA
COUNTY OF LEE

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

NOTARY PUBLIC-STATE OF FLORIDA
 Catherine W. Barkett
Commission #DD709290
Expires: OCT. 15, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

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

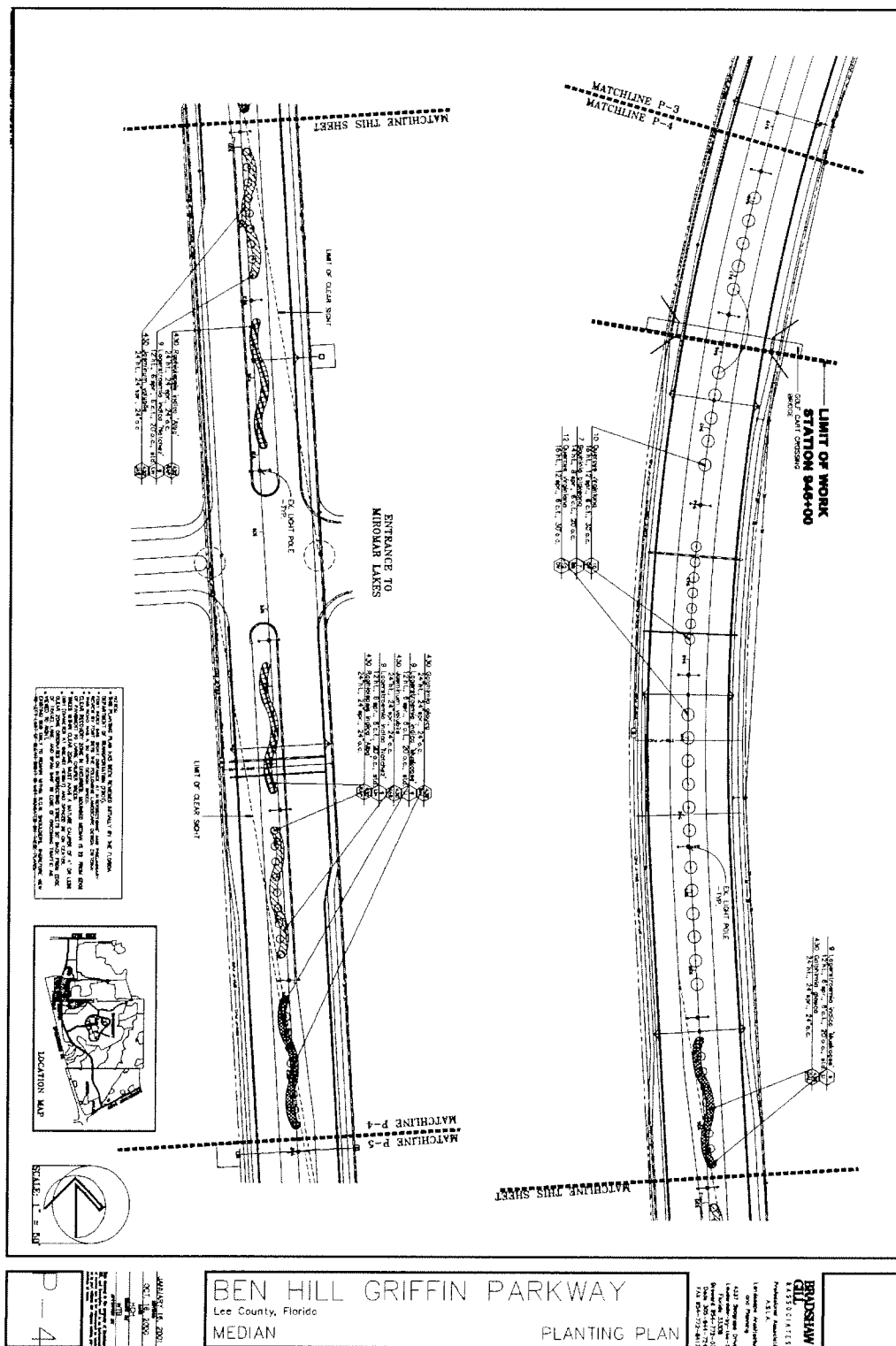
**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

BY: _____
Deputy Clerk

BY: _____
Chairman

APPROVED AS TO FORM:

BY: _____
Office of County Attorney



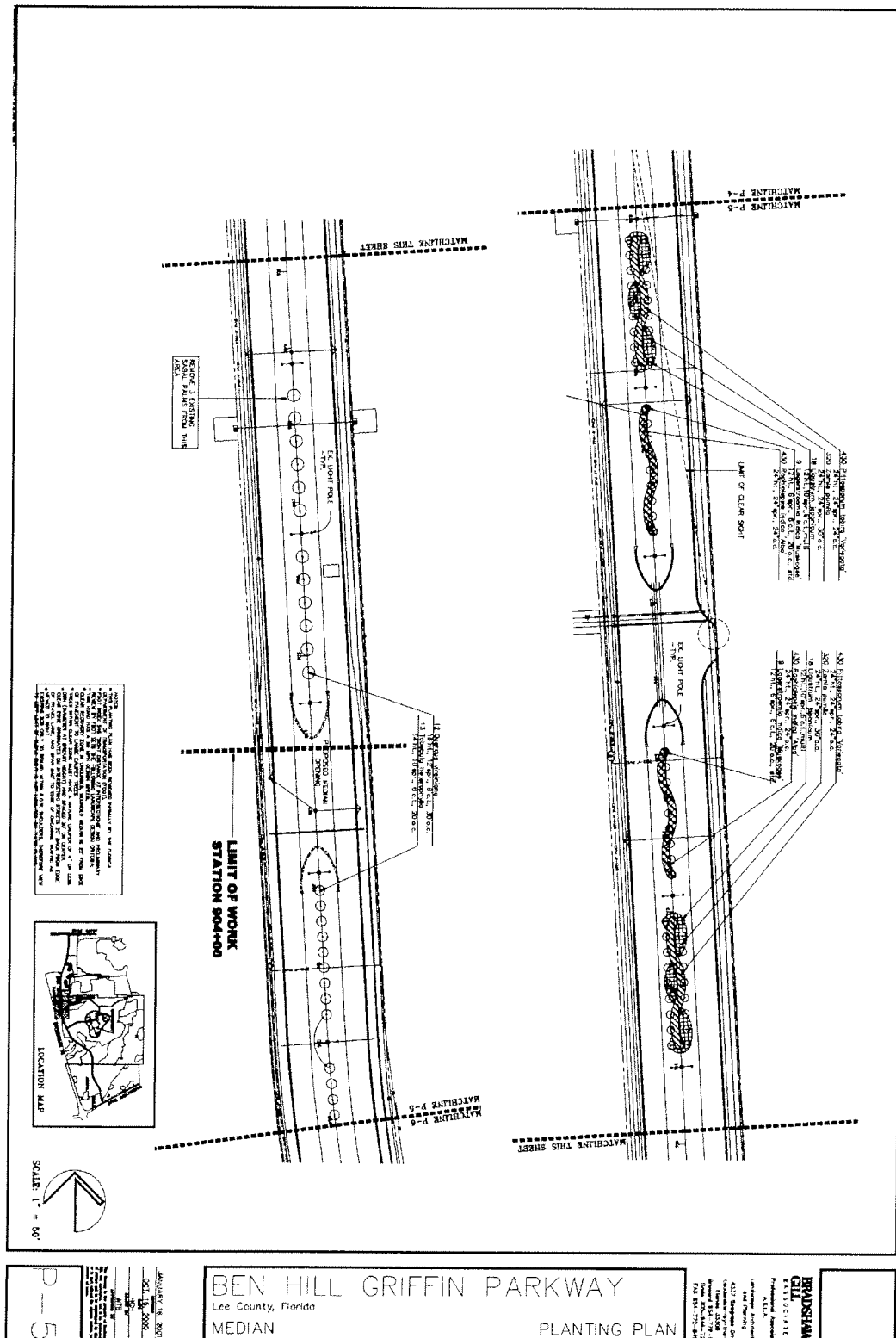


Exhibit “B” - Maintenance Matrix – Level Two - Enhanced

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.											

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."*

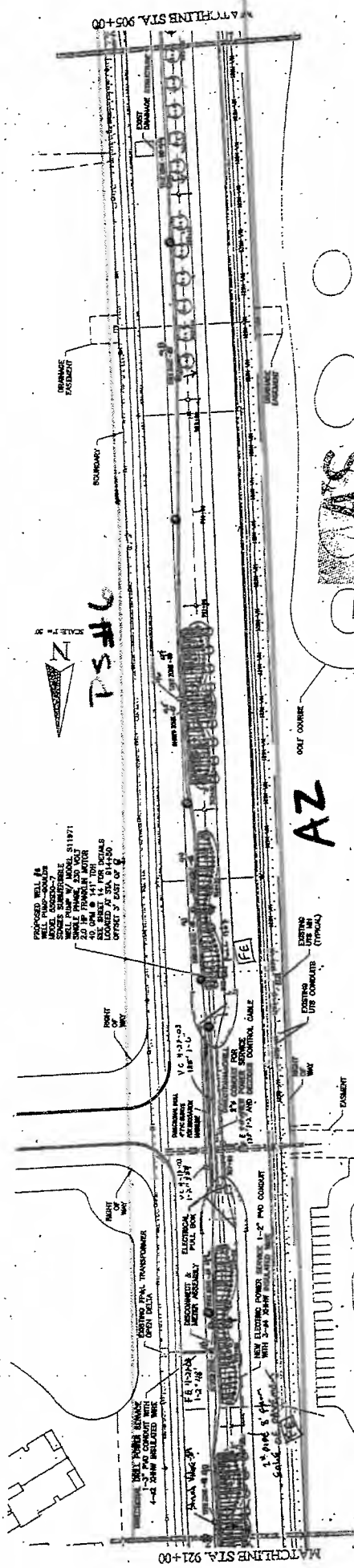
Special Requirements:

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



IRRIGATION LEGEND

IRIGATION LEGEND	
①	RANDED (OR EQUAL) MDC 200 DECODER-BASED CONTROL SYSTEM
②	RANDED (OR EQUAL) SURGE PROTECTOR & GROUNDING KIT
③	RANDED (OR EQUAL) AUTOMATIC FLATER SYSTEM - 2" MODEL - MODEL # AF200-L56
④	RANDED (OR EQUAL) ELECTRIC-REMOTE CONTROL VALVE - 200 P.S.I. BRIDES 1/2" PIPE ANGLE VALVE
⑤	RANDED (OR EQUAL) GAMES COUPLING VALVE - MODEL 441LC
⑥	RANDED (OR EQUAL) SUPPLIER MODEL H401 MOUNTED ON 4" POP-UP SPRINKLER - SEE DETAIL PAGE 2
⑦	RANDED (OR EQUAL) 8006-B&H THE SPRAY WAND WITH 7 DEGREE TRAJECTORY MULTI-PORT SQUARE PATTERN NOZZLE

Lodge Construction, Inc.
2161 McGregor Blvd.
Fort Myers, FL 33901

BEN HILL GRIFFIN PARKWAY
MEDIAN IRRIGATION SYSTEM

SECTION 11-14 & 23-26, TOWNSHIP 28S, RANGE 25E
LOCATED IN

LEE COUNTY, FLORIDA
IRRIGATION & SPRINKLER PLACEMENT
STA 45+00 TO 45+40.00 ALONG HILL CREEK PARKWAY

NATIVE LANDSCAPES

[illegible]

Source, Inc.
A Division of Source, Inc.

RECEIVED BY THE POST OFFICE
JAN 11 1964

PLAN

[illegible]



Miromar Lakes

Community Development District

Landscape Assets – Replacement Costs

CGA Project No. 13-5692.6

March 2021

Prepared by:



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

Michael D. Conner, R.L.A., ASLA, ISA

Florida License Registration No. LA00001181
March 2021

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EXECUTIVE SUMMARY

Based on the review of the estimated asset values for the landscape materials, irrigation systems, and other landscape features within the Miromar Lakes Community Development District (CDD), the total restoration costs of the landscape assets are projected at \$5,374,211. This includes \$4,766,711 for the restoration of the existing current assets, as well as an additional \$607,500 for the projected restoration costs for the new future landscape buffers in the North Section of the community. It should be noted that the term "restoration" in this report means that the landscape buffer areas will be re-planted with similar plant materials at sizes that are readily available in the industry at the time, and shall not mean that the existing trees, palms, and hedges will be replaced at the same size of their current, mature sizes. In addition, when preparation of a reserve study is completed, it should also take into account the costs for debris removal and clean up activities after a storm event in addition to just the replacement costs for the materials. Please see Section One -Part C for more information on these possible costs based on previous storm events.

ABSTRACT

The Miromar Lakes Community Development District (CDD) has retained Calvin, Giordano & Associates, Inc. (CGA) to quantify the replacement costs for all CDD owned landscape assets within the Miromar Lakes community located in Lee County, Florida. Based on the review of the estimated asset values of the current landscape assets, together with the projected value of the new landscape berms in the North Section, this report outlines the total replacement costs for all of these assets. The quantities, values, and costs included have been provided by the CDD's Asset Manager and are also based on the estimated values and replacement costs for the North Section, as well. These values and replacement costs are based on the current costs of materials and services in today's marketplace. No other assets other than those listed in this document were analyzed or included in the overall replacement costs.

BACKGROUND, PURPOSE, AND OBJECTIVE

The purpose of this report is to provide the Miromar Lakes Community Development District with specific landscape replacement costs for all of the C.D.D.'s current and future landscape assets within the community. This will assist the Miromar Lakes C.D.D. in preparing for future storms, and planning and budgeting the adequate reserve funds for any future replacement costs.

The process of preparing this report began with an on-site inspection by CGA's Landscape Architect to evaluate existing conditions of the landscape assets and to quantify replacement cost for the future. All of the items evaluated by the Landscape Architect are included in this report as described in subsequent sections below. It should be noted that this report may need to be modified if additional assets are to be incorporated. Using the list of values that were provided by the Asset Manager as well as the estimated future values of the North Section, plus the current prices for these landscape items, this report projects the anticipated possible replacement costs for all of these assets. Please note that the replacement costs represent the current price of the trees, palms, and hedges at sizes that are readily available for re-planting, and may not be the same size of the existing, mature trees, palms, and plant materials.

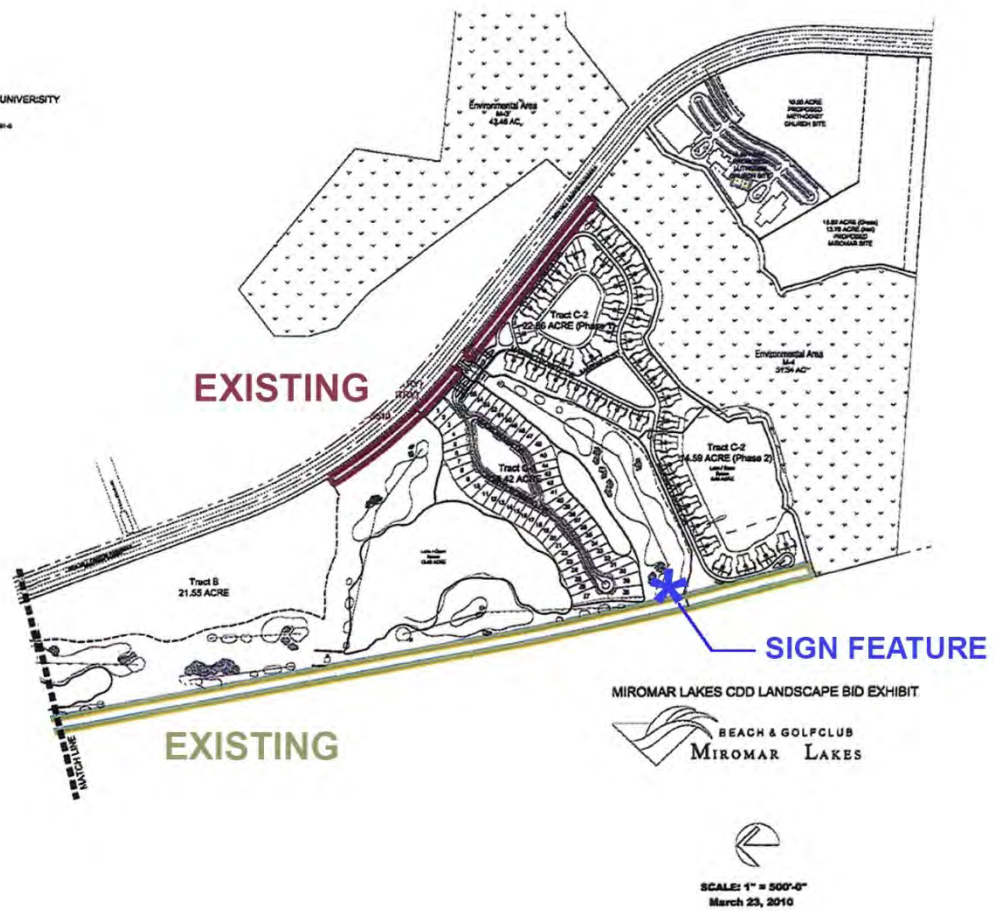


Figure 2 - Location Map of Existing Landscape Assets - Section 2 of 3

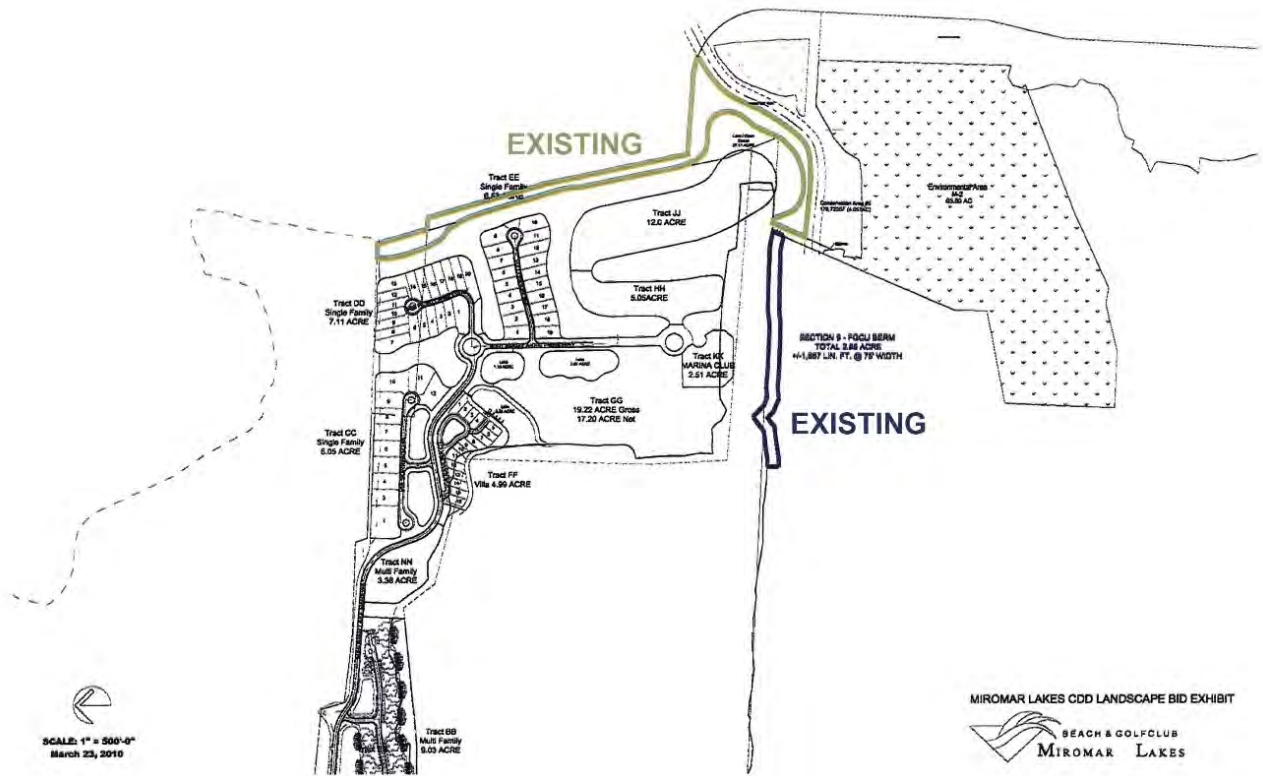


Figure 3 - Location Map of Existing Landscape Assets - Section 3 of 3

The table below (Table A) shows the estimated asset values of all of the landscape materials, irrigation systems, and other landscape related items for the current landscape assets. Please also note that the two (2) Miromar Lakes Sign Features on the I-75 berms are not included here, since they have been included as an engineering item in the Report for the Stormwater Replacement Costs.

Table A

Miromar Lakes Community Development District ESTIMATED Asset Values - Fiscal Year 2018/19				
Asset	Quantity	Date Built/Installed	Replacement Cost	Description
Landscape				
Plantings		Various	\$1,528,320.00	Miromar Lakes hedges and plantings
Trees		Various	\$2,479,600.00	Miromar Lakes palm, ficus , oak trees (hardwoods 1620, Palms 685)
Sod		Various	\$ 377,791.00	Miromar Lakes, zoyai,bahia and st. augustin sod
Irrigation System		Various	\$ 328,500.00	Miromar Lakes irrigation system piping and heads
Total Landscaping:			\$ 4,714,211.00	Estate Landscaping assisted with landscape valves
Irrigation System				
Pump Stations Including meter set up			\$ 46,000.00	Irrigation Pumps stations for Miromar Lakes located on Ben Hill Griffin Parkway(two pumps)
Total Irrigation:			\$ 46,000.00	
Miscellaneous Assets				
Pontoon Bridge		2013-2018	\$ 6,500.00	Access to southside of Lake 5
Total Miscellaneous:			\$ 6,500.00	
Total: All Current			\$ 4,766,711.00	

B. Future North Section Landscape Assets

Figure 4 below shows the location of the new landscape berms along Ben Hill Griffin Parkway and along Alico Road within the future North Section of the Miromar Lakes C.D.D.

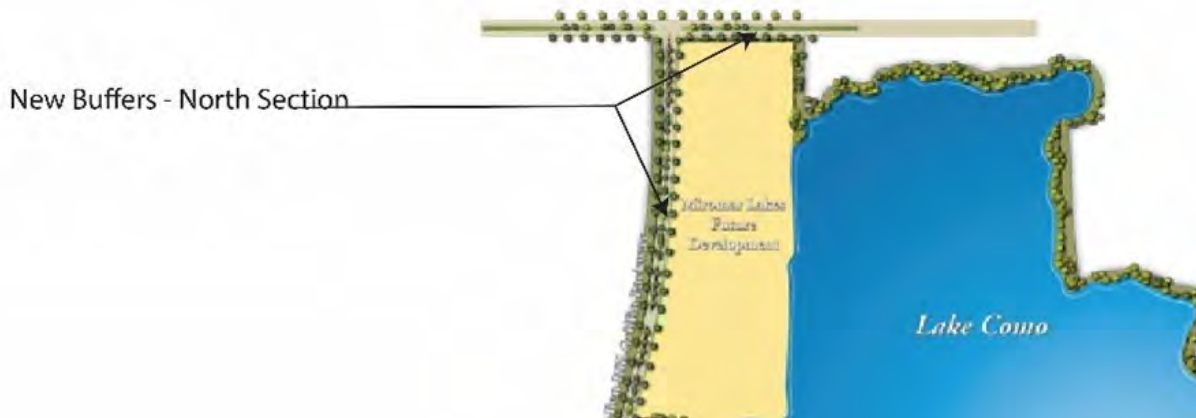


Figure 4-Location Map of New Landscape Berms - North Section

The table below (Table B) shows the estimated asset values for all of the landscape materials, irrigation systems for the future North Section Landscape Assets.

TABLE B

Miromar Lakes Community Development District

Asset	Quantity	Date Built/Installed	Replacement Cost	Description
Projected Asset Values - North Section (Ben Hill Griffin Pky and Alico Rd. Berms)				
Plantings	35,000	2017-2020	\$ 350,000.00	Hedges and plantings
Trees	120	2017-2020	\$ 90,000.00	Trees (Live Oaks mostly)
Palms	100	2019-2021	\$ 50,000.00	Palm Grouping on Berm
Sod	90,000 S.F	2017-2021	\$ 67,500.00	St. Augustine Sod
Irrigation	Lump Sum	2017-2021	\$ 50,000.00	Irrigation System Piping and Heads

NOTE: No new irrigation pumps have been included in this new North Section

Total - All Future Assets \$ 607,500.00

Total: ALL COMBINED LANDSCAPE ASSETS \$ 5,374,211.00

C. Unit Prices for Replacement Costs

The following Exhibit C – Landscape Replacement Costs shows the complete furnish and install cost for post-emergency conditions. The unit prices identified in this table were provided from past experience with storm restoration for the Miromar Lakes Community, as well as current pricing for routine landscape and irrigation materials that are being installed on projects now.

It should be noted that the size replacement of the new landscape plant material will be similar in size to that of the plant materials when they were originally planted within the landscape buffers. The new landscape material will not be installed at maturity or the size of the existing, mature plants. For example, Live Oaks at time of planting might be approx. 18'-20' H.T. with a 5" DBH, instead of an existing, mature Live Oak with an 18" diameter (DBH) size.

Exhibit C – Landscape Replacement Costs:

Item/Description	Unit Cost
1. Large, Royal Palm - 30' to 40' greywood ht.	\$2,500.00
2. Medium Palm - 18' to 20' ht. Foxtail Palm, or similar	\$700.00
3. Small Palm -12' to 14' ht. Veitchia Palm, or similar	\$400.00
4. Larger Mature Trees - 5" DBH, 18' to 20' ht. Live Oak, or similar	\$1,500.00
5. Medium Trees - 3" to 4" DBH, 14' to 16' ht. Pink Tabebuia, or similar	\$750.00
6. Small Trees - 1-1/2" to 2" DBH, 10' to 12' ht. Crape Myrtle, or similar	\$500.00
7. Accent Plants - 25 gallon plus, Hibiscus standard, or similar	\$150.00
8. Large Hedges - 7 to 15 gallon size shrubs	\$75.00
9. Shrubs - 3 gallon size shrubs	\$10.00
10. Ground Covers - 1 gallon size ground cover plants	\$5.00
11. Zoysia Grass (SOD)	\$1.00/ S.F
12. St. Augustine (SOD)	\$.75 / S.F

* Irrigation repairs after a storm can vary – and can be up to \$50,000.00 or more.

NOTE: Repairs to irrigation system after Hurricane Irma (Category 1) were \$11,000.00

** Additionally, debris removal and clean up costs after a storm can also vary widely depending on the intensity of the storm event – and can be up to \$500,000.00 or more.

NOTE: Debris removal costs from Hurricane Irma (Category 1) totaled \$270,000.00.

MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT



PROPOSED BUDGET

FISCAL YEAR 2025

PREPARED BY:

JPWARD & ASSOCIATES, LLC. 2301 NORTHEAST 37 STREET, FORT LAUDERDALE, FL. 33308

T: 954-658-4900 E: JimWard@JPWardAssociates.com

**Miromar Lakes
Community Development District**

**General Fund - Budget
Fiscal Year 2025**

Description	Fiscal Year 2024 Budget	Actual at 3/27/24	Anticipated Year End 9/30/2024	Fiscal Year 2025 Budget	Notes
Revenues and Other Sources					
Cash Carryforward	\$ -	\$ -	\$ -	\$ -	NO Cash required from prior year to fund Operations
Miscellaneous Revenue	\$ -	\$ -	\$ -	\$ -	
Interest Income - General Account	\$ -	\$ -	\$ -	\$ -	Interest on General Bank Account
Special Assessment Revenue	\$ -				
Special Assessment - On-Roll	\$ 1,007,091	\$ 919,834	\$ 1,007,091	\$ 1,073,988	Assessments from Resident Owners
Special Assessment - Off-Roll	\$ 181,010	\$ 90,505	\$ 181,010	\$ 182,489	Assessment from Developer
Misc. Revenue (Easement Encroachments)	\$ -	\$ -	\$ -	\$ -	
Total Revenue & Other Sources	\$ 1,188,102	\$ 1,010,339	\$ 1,188,102	\$ 1,256,478	
Expenditures and Other Uses					
Legislative					
Board of Supervisor's Fees	\$ 12,000	\$ 6,000	\$ 12,000	\$ 12,000	Statutory Required Fees
Board of Supervisor's - FICA	\$ 918	\$ 459	\$ 918	\$ 918	FICA Required for Board Fees
Executive					
Professional Management	\$ 42,000	\$ 21,000	\$ 42,000	\$ 44,100	District Manager Contract
Financial and Administrative					
Audit Services	\$ 4,500	\$ 3,800	\$ 3,800	\$ 3,900	Statutory required audit yearly
Accounting Services (Amort Schedules)	\$ -	\$ -	\$ -	\$ -	
Assessment Roll Preparation	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	Statutory required maintenance of owner's par debt outstanding and
Arbitrage Rebate Fees	\$ 1,000	\$ 500	\$ 1,000	\$ 1,000	IRS Required Calculation to insure interst on bond funds does not exceed
Other Contractual Services					
Recording and Transcription	\$ -	\$ -	\$ -	\$ -	Transcriptio of Board Meetings
Legal Advertising	\$ 1,200	\$ 511	\$ 3,500	\$ 3,500	Statutory Required Legal Advertising
Trustee Services	\$ 9,300	\$ 5,859	\$ 10,000	\$ 10,000	Trustee Fees for Bonds
Dissemination Agent Services	\$ -	\$ -	\$ -	\$ -	
Property Appraiser & Tax Collector Fees	\$ 1,300	\$ 1,291	\$ 1,291	\$ 1,300	Fees to place assessment on the tax bills
Bank Service Fees	\$ 250	\$ -	\$ 250	\$ 250	Fees required to maintain bank account
Travel and Per Diem	\$ -	\$ -	\$ -	\$ -	
Communications and Freight Services					
Telephone	\$ -	\$ -	\$ -	\$ -	
Postage, Freight & Messenger	\$ 300	\$ 937	\$ 2,000	\$ 2,000	Mailing and postage
Website Maintenance	\$ 1,200	\$ 300	\$ 600	\$ 600	Statutory Maintenance of District Web site
Insurance	\$ 8,100	\$ 17,300	\$ 17,300	\$ 18,000	General Liability and D&O Liability Insurance
Printing and Binding	\$ 300	\$ -	\$ 1,600	\$ 1,600	Agenda books and copies
Other Current Charges					
Office Supplies	\$ -	\$ -	\$ -	\$ -	
Subscriptions and Memberships	\$ 175	\$ 175	\$ 175	\$ 175	Statutory fee to Department of Economic Opportunity
Legal Services					

Community Development District

**General Fund - Budget
Fiscal Year 2025**

Description	Fiscal Year 2024 Budget	Actual at 3/27/24	Anticipated Year End 9/30/2024	Fiscal Year 2025 Budget	Notes
General Counsel	\$ 18,000	\$ 6,380	\$ 18,000	\$ 18,000	District Attorney
Easement Encroachments	\$ -	\$ -	\$ -		District Attorney - Fees for Legal documents for Easements
Other General Government Services					
Engineering Services					
General Services	\$ 7,000	6,384	\$ 8,000	\$ 8,000	District Engineer
Asset Maps/Cost Estimates	\$ -	-	\$ -	\$ -	Engineer/Asset Manager
Asset Administrative Services	\$ 10,000	4,167	\$ 10,000	\$ 12,500	General Services (Asset Manager)
Easement Encroachments	\$ -	-	\$ -	\$ -	
Contingencies	\$ -	\$ -	\$ -	\$ -	
Sub-Total:	\$ 135,543	\$ 93,063	\$ 150,434	\$ 155,843	

The Landscaping budget in the FY 2024 Column is the Budget from FY 2019 that the District prepared and which was then removed when the District entered into the agreement with the Master HOA

Landscaping Services

Professional Management

Asset Management	\$ 37,400	\$ -	\$ -	\$ -	District Asset Manager
Utility Services					
Electric - Landscape Lighting	\$ 5,000	\$ -	\$ -	\$ -	Landscape Lighting
Irrigation Water	\$ -	\$ -	\$ -	\$ -	Irrigation pump stations
Repairs & Maintenance					
Public Area Landscaping	\$ 427,000	\$ -	\$ -	\$ -	Periodic Maintenance of Berms/Ben Hill Griffin
Irrigation System	\$ 8,000	\$ -	\$ -	\$ -	Periodic Maintenance of Irrigation System
Well system	\$ 1,000	\$ -	\$ -	\$ -	Periodic Maintenance of Irrigation Wells
Plant Replacement	\$ 60,000	\$ -	\$ -	\$ -	Periodic Replacement of Materials
Tree Trimming	\$ -			\$ -	Periodic Maintenance of Trees
Other Current Services					
Lee County Assessments	\$ 51,000	\$ -	\$ -	\$ -	Lee County no longer assesses for the MSBU
Charlotte County Assessments	\$ 375	\$ -	\$ -	\$ -	Charlotte County has removed the Assessments for the Panther Habitat
Hendry County - Panther Habitat Taxes	\$ -	\$ -	\$ -	\$ -	
Aeration system	\$ -	\$ -	\$ -	\$ -	
Littoral Shelf	\$ -	\$ -	\$ -	\$ -	
Wetland System	\$ -	\$ -	\$ -	\$ -	
Operating Supplies					
Mulch	\$ 24,000			\$ -	
Capital Outlay					
Landscape Damage from Hurricanes	\$ 151,738	\$ -	\$ -	\$ 337,500	Restore Damage from Hurricanes
Sub-Total:	\$ 765,513	\$ -	\$ -	\$ 337,500	not included in total

Stormwater Management Services

Professional Services

Community Development District

**General Fund - Budget
Fiscal Year 2025**

Description	Fiscal Year 2024 Budget	Actual at 3/27/24	Anticipated Year End 9/30/2024	Fiscal Year 2025 Budget	Notes
Asset Management	\$ 46,000	\$ 19,167	\$ 46,000	\$ 57,500	District Asset Manager
NPDES	\$ 3,500	\$ 1,551	\$ 3,500	\$ 3,500	Regulatory Reporting for Wetlands
Utility Services					
Electric - Aeration System	\$ 5,000	\$ 3,194	\$ 6,389	\$ 6,500	Electric Service for Fountain
Repairs & Maintenance					
Lake System					
Aquatic Weed Control	\$ 80,000	\$ 26,750	\$ 69,200	\$ 80,000	Periodic spraying of lakes
Lake Bank Maintenance	\$ 2,500	\$ 2,888	\$ 8,663	\$ 2,500	Periodic maintenance of lake banks
Water Quality Reporting & Testing	\$ 19,000	\$ 8,155	\$ 16,310	\$ 19,000	Periodic Reporting & Testing (3 times/year)
Water Control Structures	\$28,000	\$ 9,560	\$ 28,000	\$ 28,000	Yearly Cleaning of all Water Control Structures
Grass Carp Installation	\$ -	\$ -	\$ -	\$ -	N/A for FY 2024
Litoral Shelf Planting	\$ -	\$ -	\$ -	\$ -	None Required for FY 2024
Cane Toad Removal	\$ 37,000	\$ 14,600	\$ 35,040	\$ 37,000	Remove Lake Larvee/toads & exterminate
Midge Fly Control	\$ 35,000	\$ 5,898	\$ 23,591	\$ 35,000	Spraying of lakes to control insects - anticipate 4 treatments/year
Aeration System	\$ 8,000	\$ 12,781	\$ 18,781	\$ 8,000	Periodic Maintenance of Aeration systems
Fish Re-Stocking Plan	\$ 98,000	\$ 9,368	\$ 70,000	\$ 98,000	Year 2 of Fisheries Restocking
Contingencies	\$ 15,375	\$ -	\$ -	\$ 15,375	5% of Lake System Repairs & Maintenance
Wetland System					
Routine Maintenance	\$ 54,000	\$ 18,035	\$ 43,284	\$ 54,000	Periodic Maint. - remove exotic materials from wetlands/detention areas
Water Quality Testing	\$ -	\$ -	\$ -	\$ -	
Contingencies	\$ 2,700	\$ -	\$ -	\$ 2,700	5% of Wetland System Repairs & Maintenance
Capital Outlay					
Aeration Systems	\$ -	\$ -	\$ -	\$ -	Line Item Removed in FY 2024 and Beyond
Littoral Shelf Replanting/Barrier	\$ -	\$ -	\$ -	\$ -	Line Item Removed in FY 2024 and Beyond
Lake Bank Restorations	\$ 108,500	\$ 88,424	\$ 108,500	\$ 101,100	See Capital Improvements for Detail
Turbidity Screens	\$ -	\$ -	\$ -	\$ -	See Capital Improvements for Detail
Erosion Restoration	\$ -	\$ 1,200	\$ 1,200	\$ -	See Capital Improvements for Detail
Video Stormwater Pipes/Repairs	\$ 52,000	\$ 1,150	\$ 19,150	\$ 52,000	See Capital Improvements for Detail
Detention Area Restorations	\$ -	\$ -	\$ -	\$ -	See Capital Improvements for Detail
Contingencies	\$ -	\$ -	\$ -	\$ -	Moved to Reserves & Contingencies for Overall Operations
Sub-Total:	\$ 594,575	\$ 222,721	\$ 497,608	\$ 600,175	
Other Current Charges					
Hendry County Panther Habitat Taxes	\$ -	\$ -	\$ -	\$ -	No Assessment FY 2022 & 2023
Sub-Total:	\$ -	\$ -	\$ -	\$ -	
Reserves & Contingencies					
Water Management System	\$ -	\$ -	\$ -	\$ -	Line Item Removed in FY 24 moved to Overall Reserve
Disaster Relief Reserve	\$ -	\$ -	\$ -	\$ -	Line Item Removed in FY 24 moved to Overall Reserve
Contingencies	\$ -	\$ -	\$ -	\$ -	Line Item Removed in FY 24 moved to Overall Reserve

Community Development District

**General Fund - Budget
Fiscal Year 2025**

Description	Fiscal Year 2024 Budget	Actual at 3/27/24	Anticipated Year End 9/30/2024	Fiscal Year 2025 Budget	Notes
Capital/Operations	\$ 417,700	\$ -	\$ -	\$ 120,000	Long Term Capital Planning Tool - create a stable/equitable funding plan to offset deterioration resulting in sufficient funds for major common area expenditures and to create a stable fund for Hurricane Cleanup/Restoration
Sub-Total:	\$ 417,700	\$ -	\$ -	\$ 120,000	
Other Fees and Charges					
Discount for Early Payment	\$ 40,284	\$ -	\$ 40,284	\$ 42,960	4% Discounts property owner's if paying taxes in November.
Sub-Total:	\$ 40,284	\$ -	\$ 40,284	\$ 42,960	
Total Expenditures and Other Uses	\$ 1,188,102	\$ 315,784	\$ 688,326	\$ 1,256,478	
Change from Current Year Operations	\$ -	\$ 694,555	\$ 499,776	\$ -	Cash Over (Short) at Fiscal Year End
Fund Balance :					
Capital/Operations Reserves	\$ 753,682		\$ 753,682	\$ 1,356,364	Long Term Capital Planning - Balance of Funds Remaining
1st Three (3) Months Operations	\$ 297,025		\$ 297,025	\$ 314,119	Required to meet Cash Needs until Assessment Rec'd.
Total Fund Balance	\$ 1,050,708		\$ 1,550,483	\$ 1,670,483	

Total Fund Balance in FY 2024 Column is Actual Fund Balance as of October 1, 2023

Community Development District

**General Fund - Budget
Fiscal Year 2025**

Description		Fiscal Year 2024 Budget	Actual at 3/27/24	Anticipated Year End 9/30/2024	Fiscal Year 2025 Budget	Notes
General Fund - Operations						
Sold property on roll	1452	\$ 468.84			\$ 666.14	
Developer units off roll	257	\$ 451.53			\$ 639.86	
Total:	1709					
Capital/Operations						
Sold property on roll	1452	\$ 270.59			\$ 73.52	
Developer units off roll	257	\$ 258.32			\$ 70.22	
Total:	1709					
Total Assessment						
Sold property on roll	1452	\$ 739.42			\$ 739.66	
Developer units off roll	257	\$ 709.84			\$ 710.07	
Total:	1709					
Adopted Cap Rate		\$ 739.98			\$ 739.98	
Reduction in Units for 2025		<< Total Rev Loss from Unit Reduction>>			\$ -	
Component of Rate Change	FY 2024	FY 2025	Change	Effect on Rate		
Administration	\$ 135,543	\$ 155,843	\$ 20,300	\$ 11.88		
Stormwater Management	\$ 594,575	\$ 600,175	\$ 5,600	\$ 3.28		
Landscaping	\$ -	\$ 337,500	\$ 337,500	\$ 197.48		
Reserves	\$ 417,700	\$ 120,000	\$ (297,700)	\$ (174.20)		
Other Fees and Charges	\$ 40,284	\$ 42,960	\$ 2,676	\$ 11.17		
Total:	\$ 1,188,102	\$ 1,256,478	\$ 68,376	\$ 49.62		

**Miromar Lakes
Community Development District
General Fund - Budget
Fiscal Year 2025**

Capital Improvement Plan - Fiscal Year 2023 through FY 2028

Description of Capital Items	2023	2024	2025	2026	2027	2028
Landscaping Restoration - Hurricane Damage						
Overall Cost			\$300,000	\$0	\$0	\$0
Contingencies/CEI Services			\$37,500	\$0	\$0	\$0
Total Landscaping System:			\$337,500	\$0	\$0	\$0
Rentention/Dentention Areas						
Replanting - Luguna, Verono Lago	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Irrigation System:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stormwater System						
Video Stormwater Pipes/Repairs	\$ 55,000	\$ 52,000	\$ 45,000	\$ 35,000	\$ 35,000	\$ 35,000
Total Stormwater System:	\$ 55,000	\$ 52,000	\$ 45,000	\$ 35,000	\$ 35,000	\$ 35,000
Lake System						
Improvements for Water Quality						
Turbity Screen	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Littoral Shelf - Re-Plantings	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -
Littoral Shelf - Barrier Installation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-Total	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -
Aeration System						
Lake Aerator Systems	\$ 16,000	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-Total:	\$ 16,000	\$ -	\$ -	\$ -	\$ -	\$ -
Erosion Restoration						
Subdivision Shoreline- Rip-Rap	\$ 80,000	\$ 4,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000
Montebella (non-residential)						
Montelago	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Valencia	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Verona Lago	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bellamare (non-residential)	\$ -	\$ 14,000	\$ -	\$ -	\$ -	\$ -
FGCU and Peninsula Berm	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Isla Bella	\$ -	\$ 18,000	\$ 16,000	\$ -	\$ -	\$ -
Sorrento	\$ -	\$ -	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000
San Marino	\$ -	\$ -	\$ -	\$ 22,000	\$ -	\$ -
Bellini	\$ -	\$ 58,000	\$ -	\$ -	\$ -	\$ -
St. Moritz	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Golf Course	\$ -	\$ -	\$ -	\$ -	\$ 14,000	\$ -
Contingencies/CEI Services	\$ 12,000	\$ 14,500	\$ 11,100	\$ 11,100	\$ 11,100	\$ 11,100
Sub-Total:	\$ 92,000	\$ 108,500	\$ 101,100	\$ 107,100	\$ 99,100	\$ 85,100
Total: Stormwater Management System	\$ 165,000	\$ 160,500	\$ 146,100	\$ 142,100	\$ 134,100	\$ 120,100
Total Capital Improvements:	\$ 165,000	\$ 160,500	\$ 483,600	\$ 142,100	\$ 134,100	\$ 120,100
Estimated Cost Per Residential Unit:	\$ 96.55	\$ 93.91	\$ 282.97	\$ 83.15	\$ 78.47	\$ 70.28

**Miromar Lakes
Community Development District**

**Debt Service Fund - Series 2022 Bonds (Refinanced Series 2012 Bonds Original 2000A Bonds) - Budget
Fiscal Year 2025**

Description	Fiscal Year 2024 Budget	Actual at 3/27/24	Anticipated Year End 9/30/2024	Fiscal Year 2025 Budget
Revenues and Other Sources				
Carryforward	\$ -	\$ -	\$ -	\$ -
Interest Income				
Revenue Account	\$ -	\$ 10,862	\$ 19,551	\$ 17,596
Interest Account	\$ -	\$ -	\$ -	\$ -
Reserve Account	\$ -	\$ -	\$ -	\$ -
Special Assessment Revenue				
Special Assessment - On-Roll	\$ 833,182	\$ 760,491	\$ 833,182	\$ 837,416
Special Assessment - Off-Roll	\$ -	\$ -	\$ -	\$ -
Special Assessment - Prepayment	\$ -	\$ -	\$ -	\$ -
Total Revenue & Other Sources	\$ 833,182	\$ 771,352	\$ 852,733	\$ 855,012
	\$ -			
Expenditures and Other Uses				
Debt Service				
Principal Debt Service - Mandatory				
Series 2022 Bonds	\$ 635,000	\$ -	\$ 635,000	\$ 650,000
Principal Debt Service - Early Redemptions				
Series 2022 Bonds	\$ -	\$ -	\$ -	\$ -
Interest Expense	\$ -			
Series 2022 Bonds	\$ 168,324	\$ 84,162	\$ 168,324	\$ 153,919
Other Fees and Charges				
Discounts for Early Payment	\$ 33,472	\$ -	\$ 33,472	\$ 33,497
Total Expenditures and Other Uses	\$ 836,796	\$ 84,162	\$ 836,796	\$ 837,416
Net Increase/(Decrease) in Fund Balance	\$ (3,614)	\$ 687,190	\$ 15,937	\$ 17,596
Fund Balance - Beginning	\$ 164,130	\$ 164,130	\$ 164,130	\$ 180,067
Fund Balance - Ending	\$ 160,516	\$ 851,320	\$ 180,067	\$ 197,663
Restricted Fund Balance:				
Reserve Account Requirement			NONE	
Restricted for November 1, 2025 Interest Payment			\$ 68,897	
Total - Restricted Fund Balance:			\$ 68,897	

**Miromar Lakes
Community Development District**

**Debt Service Fund - Series 2022 Bonds (Refinanced Series 2012 Bonds Originally 2000A Bonds) - Budget
Fiscal Year 2025**

Description	Prepayments	Principal	Coupon Rate	Interest	Fiscal Year Annual Debt Service	Par Debt Outstanding
Par Issued - March 17, 2022	\$	6,960,000	Varies			
11/1/2022				\$ 112,836.27		
5/1/2023	\$	620,000	2.100%	\$ 90,672.00	\$ 823,508.27	\$ 6,340,000
11/1/2023				\$ 84,162.00		
5/1/2024	\$	635,000	2.300%	\$ 84,162.00	\$ 803,324.00	\$ 5,705,000
11/1/2024				\$ 76,959.50		
5/1/2025	\$	650,000	2.450%	\$ 76,959.50	\$ 803,919.00	\$ 5,055,000
11/1/2025				\$ 68,897.00		
5/1/2026	\$	665,000	2.500%	\$ 68,897.00	\$ 802,794.00	\$ 4,390,000
11/1/2026				\$ 60,584.50		
5/1/2027	\$	680,000	2.600%	\$ 60,584.50	\$ 801,169.00	\$ 3,710,000
11/1/2027				\$ 51,744.50		
5/1/2028	\$	700,000	2.660%	\$ 51,744.50	\$ 803,489.00	\$ 3,010,000
11/1/2028				\$ 42,434.50		
5/1/2029	\$	720,000	2.720%	\$ 42,434.50	\$ 804,869.00	\$ 2,290,000
11/1/2029				\$ 32,642.50		
5/1/2030	\$	745,000	2.800%	\$ 32,642.50	\$ 810,285.00	\$ 1,545,000
11/1/2030				\$ 22,212.50		
5/1/2031	\$	760,000	2.850%	\$ 22,212.50	\$ 804,425.00	\$ 785,000
11/1/2031				\$ 11,382.50		
5/1/2032	\$	785,000	2.900%	\$ 11,382.50	\$ 807,765.00	\$ -

**Miromar Lakes
Community Development District**

**Debt Service Fund - Series 2015 Bonds (Refinanced Series 2003 Bonds) - Budget
Fiscal Year 2025**

Description	Fiscal Year 2024 Budget	Actual at 3/27/24	Anticipated Year End 9/30/2024	Fiscal Year 2025 Budget
Revenues and Other Sources				
Carryforward				
Interest Income				
Reserve Account	\$ 12,000	\$ 11,165	\$ 20,097	\$ 18,087
Revenue Account	\$ 20	\$ 14,878	\$ 26,780	\$ 24,102
Prepayment Account	\$ -	\$ -	\$ -	\$ -
Special Assessment Revenue				
Special Assessment - On-Roll	\$ 593,699	\$ 542,033	\$ 593,699	\$ 954,688
Special Assessment - Off-Roll	\$ 325,534	\$ -	\$ 325,534	
Special Assessment - Prepayment		\$ -	\$ -	\$ -
Total Revenue & Other Sources	\$ 931,253	\$ 568,076	\$ 966,110	\$ 996,877
Expenditures and Other Uses				
Debt Service				
Principal Debt Service - Mandatory				
Series 2015 Bonds	\$ 510,000	\$ -	\$ 510,000	\$ 535,000
Principal Debt Service - Early Redemptions				
Series 2015 Bonds	\$ -	\$ -	\$ -	\$ -
Interest Expense				
Series 2015 Bonds	\$ 407,250	\$ 203,500	\$ 407,250	\$ 381,500
Other Fees and Charges				
Discounts for Early Payment	\$ 23,748	\$ -	\$ 23,748	\$ 38,188
Total Expenditures and Other Uses	\$ 940,998	\$ 203,500	\$ 940,998	\$ 954,688
Net Increase/(Decrease) in Fund Balance	\$ (9,745)	\$ 364,576	\$ 25,112	\$ 42,190
Fund Balance - Beginning	\$ 965,334	\$ 965,334	\$ 965,334	\$ 990,446
Fund Balance - Ending	\$ 955,589	\$ 1,329,910	\$ 990,446	\$ 1,032,636
Restricted Fund Balance:				
Reserve Account Requirement			\$ 450,375	
Restricted for November 1, 2025 Interest Payment			\$ 177,375	
Total - Restricted Fund Balance:			\$ 627,750	

**Miromar Lakes
Community Development District**

**Debt Service Fund - Series 2015 - Amortization Schedule
Debt Service Fund - Series 2015 Bonds (Refinanced Series 2003 Bonds) - Budget
Fiscal Year 2025**

Description	Prepayments	Principal	Coupon Rate	Interest	Fiscal Year Annual DS	Par Debt Outstanding
Par Outstanding at 10/01/2023		\$ 8,140,000.00				
11/1/2023				\$ 203,500.00		
5/1/2024	\$	510,000	5.000%	\$ 203,500.00	\$ 917,000.00	\$ 7,630,000.00
11/1/2024				\$ 190,750.00		
5/1/2025	\$	535,000	5.000%	\$ 190,750.00	\$ 916,500.00	\$ 7,095,000.00
11/1/2025				\$ 177,375.00		
5/1/2026	\$	560,000	5.000%	\$ 177,375.00	\$ 914,750.00	\$ 6,535,000.00
11/1/2026				\$ 163,375.00		
5/1/2027	\$	590,000	5.000%	\$ 163,375.00	\$ 916,750.00	\$ 5,945,000.00
11/1/2027				\$ 148,625.00		
5/1/2028	\$	620,000	5.000%	\$ 148,625.00	\$ 917,250.00	\$ 5,325,000.00
11/1/2028				\$ 133,125.00		
5/1/2029	\$	650,000	5.000%	\$ 133,125.00	\$ 916,250.00	\$ 4,675,000.00
11/1/2029				\$ 116,875.00		
5/1/2030	\$	685,000	5.000%	\$ 116,875.00	\$ 918,750.00	\$ 3,990,000.00
11/1/2030				\$ 99,750.00		
5/1/2031	\$	720,000	5.000%	\$ 99,750.00	\$ 919,500.00	\$ 3,270,000.00
11/1/2031				\$ 81,750.00		
5/1/2032	\$	760,000	5.000%	\$ 81,750.00	\$ 923,500.00	\$ 2,510,000.00
11/1/2032				\$ 62,750.00		
5/1/2033	\$	795,000	5.000%	\$ 62,750.00	\$ 920,500.00	\$ 1,715,000.00
11/1/2033				\$ 42,875.00		
5/1/2034	\$	835,000	5.000%	\$ 42,875.00	\$ 920,750.00	\$ 880,000.00
11/1/2034				\$ 22,000.00		
5/1/2035	\$	880,000	5.000%	\$ 22,000.00	\$ 924,000.00	\$ -

**Miromar Lakes Community Development District
Assessment Levy - Summary of All Funds**

Series 2022 (Refinanced 2012/2000A Bonds - Phase I)
Par Amount: \$6,960,000 - 7 Years Remaining

Description	Original Par Debt	Bond Designation	Debt Service Assessment	General Fund Assessment	Total Assessment - FY 2025	Total Assessment FY 2024	Outstanding Par at 09/30/2025	Units Assigned - On-Roll	Units Assigned - Off-Roll	Prepayments	Total Remaining Units for Debt	Total Debt Service Assessment	Total General Fund Assessment
Murano	\$ 24,687.00	SF 2	\$ 1,404.14	\$ 739.66	\$ 2,143.81	\$ 2,148.29	\$ 8,503.16	19			19	\$ 26,678.74	\$ 14,053.57
Positano	\$ 24,687.00	SF 2	\$ 1,404.14	\$ 739.66	\$ 2,143.81	\$ 2,148.29	\$ 8,503.16	11			11	\$ 15,445.58	\$ 8,136.27
Solari	\$ 9,859.00	SF 2	\$ 1,404.14	\$ 739.66	\$ 2,143.81	\$ 2,148.29	\$ 8,503.16	10			10	\$ 14,041.44	\$ 7,396.61
Verona Lago	\$ 14,789.00	SF	\$ 842.49	\$ 739.66	\$ 1,582.15	\$ 1,584.84	\$ 5,101.89	62		4	58	\$ 48,864.20	\$ 45,859.00
Isola Bella	\$ 14,789.00	SF	\$ 842.49	\$ 739.66	\$ 1,582.15	\$ 1,584.84	\$ 5,101.89	13			13	\$ 10,952.32	\$ 9,615.60
Bellamare	\$ 14,789.00	SF	\$ 842.49	\$ 739.66	\$ 1,582.15	\$ 1,584.84	\$ 5,101.89	20			20	\$ 16,849.72	\$ 14,793.23
Ana Capri	\$ 14,789.00	SF	\$ 842.49	\$ 739.66	\$ 1,582.15	\$ 1,584.84	\$ 5,101.89	10			10	\$ 8,424.86	\$ 7,396.61
Casteli	\$ 14,789.00	SF	\$ 842.49	\$ 739.66	\$ 1,582.15	\$ 1,584.84	\$ 5,101.89	8			8	\$ 6,739.89	\$ 5,917.29
Montelago	\$ 12,324.00	VILLA	\$ 702.07	\$ 739.66	\$ 1,441.73	\$ 1,443.97	\$ 4,251.58	30		4	26	\$ 18,253.87	\$ 22,189.84
Tivoli	\$ 12,324.00	VILLA	\$ 702.07	\$ 739.66	\$ 1,441.73	\$ 1,443.97	\$ 4,251.58	76			76	\$ 53,357.47	\$ 56,214.26
St. Moritz	\$ 12,324.00	VILLA	\$ 702.07	\$ 739.66	\$ 1,441.73	\$ 1,443.97	\$ 4,251.58	37			37	\$ 25,976.67	\$ 27,367.47
Sienna	\$ 12,324.00	VILLA	\$ 702.07	\$ 739.66	\$ 1,441.73	\$ 1,443.97	\$ 4,251.58	27		1	26	\$ 18,253.87	\$ 19,970.86
Caprini	\$ 12,324.00	VILLA	\$ 702.07	\$ 739.66	\$ 1,441.73	\$ 1,443.97	\$ 4,251.58	27			27	\$ 18,955.94	\$ 19,970.86
Porto Romano	\$ 12,324.00	VILLA	\$ 702.07	\$ 739.66	\$ 1,441.73	\$ 1,443.97	\$ 4,251.58	55			55	\$ 38,613.96	\$ 40,681.37
Volterra	\$ 12,324.00	VILLA	\$ 702.07	\$ 739.66	\$ 1,441.73	\$ 1,443.97	\$ 4,251.58	12			12	\$ 8,424.86	\$ 8,875.94
Portofino	\$ 12,324.00	VILLA	\$ 702.07	\$ 739.66	\$ 1,441.73	\$ 1,443.97	\$ 4,251.58	20			20	\$ 14,041.44	\$ 14,793.23
Valencia	\$ 9,859.00	MF	\$ 561.66	\$ 739.66	\$ 1,301.32	\$ 1,303.11	\$ 3,401.27	80		3	77	\$ 43,247.66	\$ 59,172.91
Vivaldi	\$ 9,859.00	MF	\$ 561.66	\$ 739.66	\$ 1,301.32	\$ 1,303.11	\$ 3,401.27	60			60	\$ 33,699.47	\$ 44,379.68
Bella Vista	\$ 9,859.00	MF	\$ 561.66	\$ 739.66	\$ 1,301.32	\$ 1,303.11	\$ 3,401.27	60		1	59	\$ 33,137.82	\$ 44,379.68
Mirasol	\$ 9,859.00	MF	\$ 561.66	\$ 739.66	\$ 1,301.32	\$ 1,303.11	\$ 3,401.27	110			110	\$ 61,782.37	\$ 81,362.75
San Marino	\$ 9,859.00	MF	\$ 561.66	\$ 739.66	\$ 1,301.32	\$ 1,303.11	\$ 3,401.27	160			160	\$ 89,865.27	\$ 118,345.82
Montebello	\$ 9,859.00	MF	\$ 561.66	\$ 739.66	\$ 1,301.32	\$ 1,303.11	\$ 3,401.27	40		2	38	\$ 21,343.00	\$ 29,586.45
Ravenna	\$ 9,859.00	MF	\$ 561.66	\$ 739.66	\$ 1,301.32	\$ 1,303.11	\$ 3,401.27	60		3	57	\$ 32,014.50	\$ 44,379.68
Bellini	\$ 9,859.00	MF	\$ 561.66	\$ 739.66	\$ 1,301.32	\$ 1,303.11	\$ 3,401.27	60		1	59	\$ 33,137.82	\$ 44,379.68
University	\$ -	GOV	\$ -	\$ 4,437.97	\$ 4,437.97	\$ 1,303.11	\$ -					\$ -	\$ -
Golf Club/Course		GOLF	\$ 129,697.44	\$ 7,396.61	\$ 137,094.05	\$ 137,508.28	\$ 78,374.77	10				\$ 129,697.44	\$ -
Beach Club		BEACH	\$ 12,942.18	\$ -	\$ 12,942.18	\$ 12,983.52	\$ 785,416.65					\$ 12,942.18	\$ -
								1077		19	1048	\$ 834,742.38	\$ 789,218.66
												Total - ON-ROLL	\$ 837,415.63
												OVER (Under)	\$ (2,673.24)

Miromar Lakes Community Development District
Assessment Levy - Summary of All Funds
Series 2015 Bonds (Refinanced 2003 A Bonds - Phase II)
Par Amount - \$19,165,000 - 12 Years Remaining

<i>Phase I Neighborhoods</i>	<i>Original Par Debt</i>	<i>Bond Designation</i>	<i>Debt Service Assessment</i>	<i>General Fund Assessment</i>	<i>Total Assessment - FY 2025</i>	<i>Total Assessment FY 2024</i>	<i>Outstanding Par at 09/30/2025</i>	<i>Units Assigned - On-Roll</i>	<i>Units Assigned - Off-Roll</i>	<i>Prepayments</i>	<i>Total Remaining Units for Debt</i>	<i>Total Debt Service Assessment</i>	<i>Total General Fund Assessment</i>
Sorrento	\$ 34,794.86	SF 2	\$ 2,372.40	\$ 739.66	\$ 3,112.06	\$ 3,112.06	\$ 17,979.73	11			11	\$ 26,096.40	\$ 8,136.27
Salerno I	\$ 34,794.86	SF 2	\$ 2,372.40	\$ 739.66	\$ 3,112.06	\$ 3,112.06	\$ 17,979.73	10			10	\$ 23,724.00	\$ 7,396.61
Lugano	\$ 34,794.86	SF 2	\$ 2,372.40	\$ 739.66	\$ 3,112.06	\$ 3,112.06	\$ 17,979.73	11			11	\$ 26,096.40	\$ 8,136.27
Salerno II	\$ 34,794.86	SF 2	\$ 2,372.40	\$ 739.66	\$ 3,112.06	\$ 3,112.06	\$ 17,979.73	22			22	\$ 52,192.80	\$ 16,272.55
Sardinia	\$ 34,794.86	SF 2	\$ 2,372.40	\$ 739.66	\$ 3,112.06	\$ 3,112.06	\$ 17,979.73	8			8	\$ 18,979.20	\$ 5,917.29
Avellino	\$ 34,794.86	SF 2	\$ 2,372.40	\$ 739.66	\$ 3,112.06	\$ 3,112.06	\$ 17,979.73	9			9	\$ 21,351.60	\$ 6,656.95
Ancona	\$ 34,794.86	SF 2	\$ 2,372.40	\$ 739.66	\$ 3,112.06	\$ 3,112.06	\$ 17,979.73	6			6	\$ 14,234.40	\$ 4,437.97
Bergamo	\$ 34,794.86	SF 2	\$ 2,372.40	\$ 739.66	\$ 3,112.06	\$ 3,112.06	\$ 17,979.73	6			6	\$ 14,234.40	\$ 4,437.97
Veneto (was Positano on 24)	\$ 34,794.86	SF 2	\$ 2,372.40	\$ 739.66	\$ 3,112.06	\$ 3,112.06	\$ 17,979.73	107		95	12	\$ 28,468.80	\$ 79,143.76
Messina (Was Costa Majorie)	\$ 34,794.86	SF 2	\$ 2,372.40	\$ 739.66	\$ 3,112.06	\$ 3,112.06	\$ 17,979.73	50			50	\$ 118,620.00	\$ 36,983.07
Prestino	\$ 34,794.86	SF2	\$ 2,372.40	\$ 739.66	\$ 3,112.06	\$ 3,112.06	\$ 17,979.73	23			23	\$ 54,565.20	\$ 17,012.21
San Lorenzo	\$ 34,794.86	SF2	\$ 2,372.40	\$ 739.66	\$ 3,112.06	\$ 3,112.06	\$ 17,979.73	13			13	\$ 30,841.20	\$ 9,615.60
Sub-Total											181		
Navona	\$ 25,786.39	Villa 2	\$ 1,758.18	\$ 739.66	\$ 2,497.84	\$ 2,497.84	\$ 13,341.70	18			18	\$ 31,647.24	\$ 13,313.90
Cassina	\$ 25,786.39	Villa 2	\$ 1,758.18	\$ 739.66	\$ 2,497.84	\$ 2,497.84	\$ 13,341.70	23			23	\$ 40,438.14	\$ 17,012.21
Trevi	\$ 25,786.39	Villa 2	\$ 1,758.18	\$ 739.66	\$ 2,497.84	\$ 2,497.84	\$ 13,341.70	11			11	\$ 19,339.98	\$ 8,136.27
Cortona	\$ 25,786.39	Villa 2	\$ 1,758.18	\$ 739.66	\$ 2,497.84	\$ 2,497.84	\$ 13,341.70	19			19	\$ 33,405.42	\$ 14,053.57
Villa D/Este	\$ 25,786.39	Villa 2	\$ 1,758.18	\$ 739.66	\$ 2,497.84	\$ 2,497.84	\$ 13,341.70	12			12	\$ 21,098.16	\$ 8,875.94
Sub-Total											83		
Costa Amalfi	\$ 19,339.79	Villa 1	\$ 1,318.64	\$ 739.66	\$ 2,058.30	\$ 2,497.84	\$ 10,008.08	16			16	\$ 21,098.24	\$ 11,834.58
Sub-Total											16		
Golf Club	N/A												
Commerical	N/A												
Remaining Unplatted													
SF 2 Product (Sales Center Site)		SF 2	\$ 2,275.58	\$ 739.66	\$ 3,015.24			28	28	0	28	\$ 63,716.24	
MF Product (Track D)		MF	\$ 1,265.89	\$ 739.66	\$ 2,005.55			229	229		229	\$ 289,888.81	
								632	257	95	537	\$ 950,036.63	\$ 277,373.01
Total Anticipated Units											537	\$ 954,687.50	
Over (Under)											0	\$ (4,650.87)	

MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT

**Monthly Asset Manager's Report
May 2024**

Prepared For:
James Ward
District Manager

Prepared By:



Calvin, Giordano & Associates, Inc.

A SAFEbuilt® COMPANY

CGA Project No. 13-5692
June 1, 2024

**MIROMAR LAKES
COMMUNITY DEVELOPMENT DISTRICT**

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MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT

I. PURPOSE

The purpose of this report is to provide the District Manager with an update on recent inspection-related activities. We will continue to provide updated monthly inspection reports on the status of ongoing field activities.

II. CURRENT ASSET UPDATES

1. Lake Maintenance
2. Landscaping – Retention Area and Vegetative Buffer
3. Fishery
4. Corrective Actions

1. Lake Maintenance

- On May 3, 2024, the last sonar treatment was administered to Lake 6J for submersed vegetation. Aquatic vendor (Solitude) administered treatment for grasses, brushes, and invasive weeds along the shorelines of Lake 5/6 Verona Lago coves, Portofino, Murano, and Salerno coves. Technicians also administered treatment to the rip rap under the bridge to the Peninsula.
- During site visits between May 1, 2024 – May 24, 2024, Lakes 3A, 3B, 3C, 3E, 6A, 6C, 6D, 6G, 6H, 6I, 6K, 6M, 6N, 6O, and 6P were clear of algae, weeds, and spatterdock.
- On May 7, 2024, CDD Inspector observed algae in Lake 6L. Treatment was administered by aquatic vendor. By May 17, 2024, the algae was mostly cleared from the lake. Vendor advised that the remaining small amount of algae present did not warrant additional treatment. During the site visit on May 24, 2024, aquatic vendor was once again notified of a small amount of algae present in the lake. The small amount present did not warrant a full course of treatment, but vendor has been keeping an eye on the issue for new growth.
- The Marina on the Peninsula has been mostly clear of algae, spatterdock, weeds, and debris this month. CDD staff will continue to regularly monitor the area and debris and vegetation floating along the Peninsula Marina will continue to be physically removed.
- On May 15, 2024, aquatic vendor administered sonar treatment to Lake 3E for val and marine naiad. Vendor also sprayed and pushed back spike rush on Lake 3D.
- Aquatic vendor treated grasses, brushes, and invasive weeds along the shorelines of Lakes 4, 6F, 6R, and 6L. The grasses and vines within the littorals of Lakes 1, 3, and 6A were treated and the spikerush on lakes 3B and 1B were sprayed back.
- On May 24, 2024, aquatic vendor administered a second sonar treatment to Lake 3E in San Marino. All the grasses, brushes, and invasive weeds in Portofino, Murano, Salerno, & Navona were treated. Vendor also sprayed back spike rush along the Peninsula Preserve side.
- Throughout the month, low water levels were observed in all the lakes. The low levels are a result of the high heat and no rain.



Algae on Lake 6L



Algae on Lake 6L



Lake 6L, mostly clear of algae

2. Landscaping – Retention Area and Vegetative Buffer

- On May 10, 2024, the Marina on the Peninsula received its last snail treatment. Treatment was deemed effective. Aquatic vendor regularly sprays pesticide on the grasses around the Peninsula to prevent any issues.
- The detention areas in Lugano, south of Visconti Cir, and south of Verona Lago Dr are routinely checked during scheduled site visits and remain clear of any vegetative overgrowth and debris.
- The wetland areas east and west of Isola Bella bridge are well maintained. Last month, bullrush overgrowth was observed, but quickly addressed by vendor. During subsequent site visits this month, no debris or vegetative overgrowth was reported.



Detention area in Lugano - well maintained and clear of debris



Wetlands near Isola Bella bridge - clear of bullrush and other vegetative overgrowth

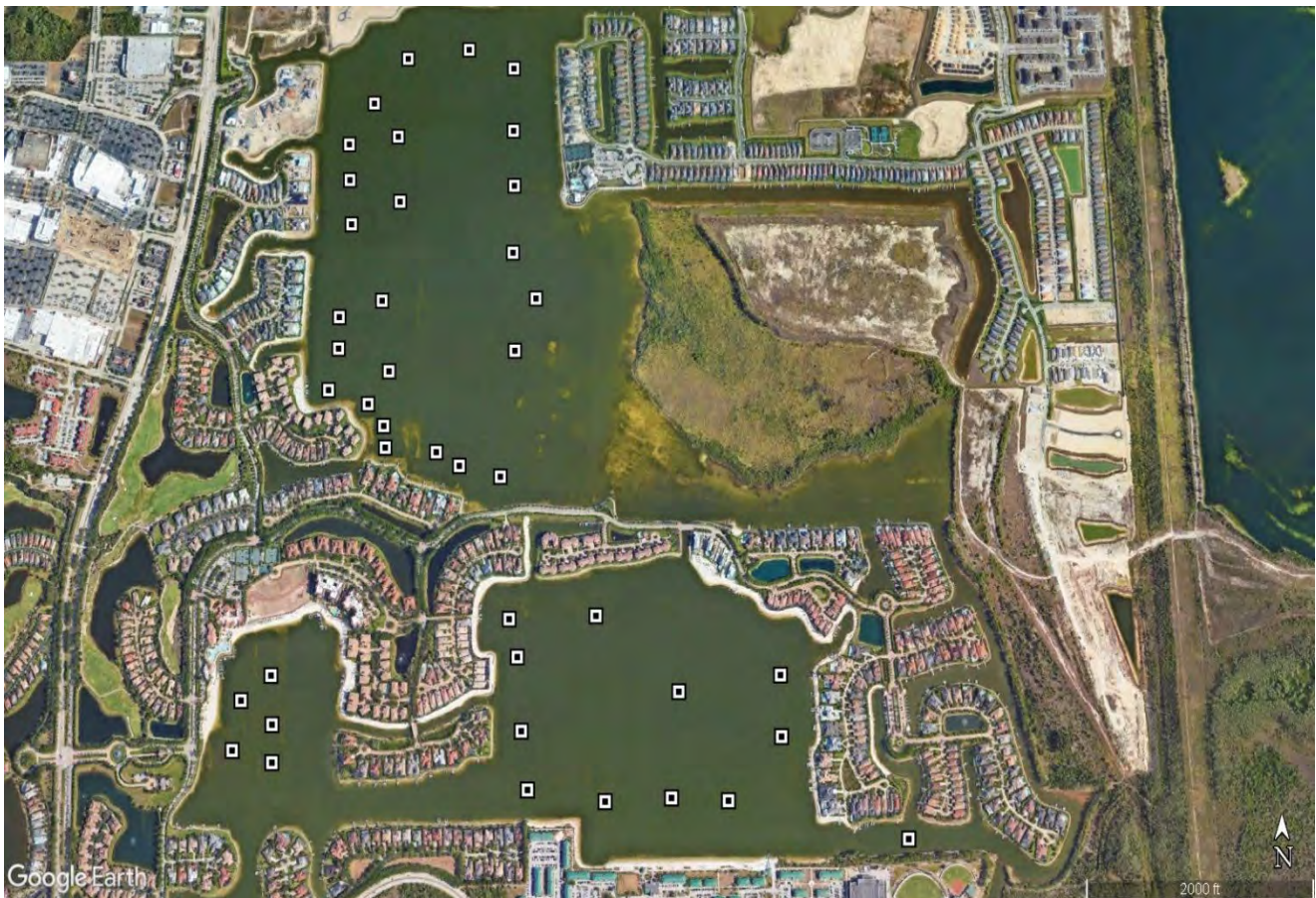
3. **Fishier**

- Dissolved Oxygen is holding up well. The March and May sampling showed good results. The reason for this is because the lake is nearly the same temperature at the surface as at the bottom. This lack of stratification is the result of the lake mixing. This mixing process helps keep the temperature the same as well as moves oxygen rich water from the surface down to the bottom. As the summer heat kicks in, the aquatic vendor will better understand if the lake is able to stay oxygenated in the deeper water.
- The lily pads installation has gone well to-date. More are being installed today. Survival has been good and the plants are growing. CDD staff will continue to monitor them.
- The aquatic vegetation is still at a good percent coverage/density. The vendor is seeing signs of Grass Carp selectively controlling some of the vegetation in areas, which is a good sign. As the vendor continues to monitor the vegetation, they will better understand if, as well as how quickly the vegetation is expanding. Over the past two years the vegetation has re-established very well, and the lake rehabilitation process is progressing well/on track.

- The fish cover installation is scheduled to occur in June. The vendor is still working out details internally, but should have a tentative installation schedule to CDD staff shortly.

4. Corrective Actions

- Spikerush, grasses, and other invasive weeds are routinely observed along lake shorelines and within littoral areas. Although aquatic vendor has been administering treatment regularly, overgrowth needs to continue to be properly managed.
- Water levels in all lakes are low due to the extreme heat and no rain relief.



Miromar Lake Fish Habitat Locations

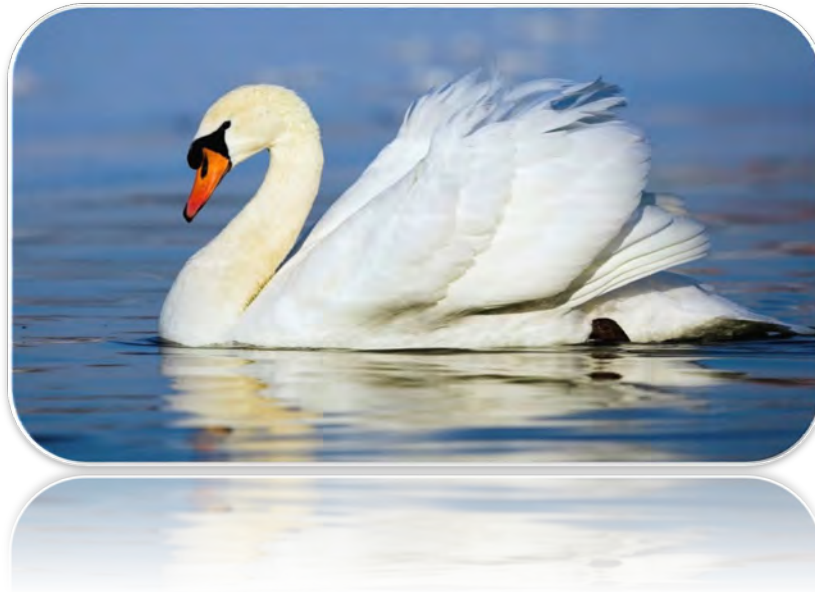
Legend

- Boundary
- 19 Lake Numbers
- Entrance
- Irrigation
- Lakes
- Landscape

GA **85 YEARS** Date: 3/1/2024

Miromar Lakes CDD - Engineer's Report Asset Map

MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT



FINANCIAL STATEMENTS – MAY 2024

FISCAL YEAR 2024

PREPARED BY:

JPWARD & ASSOCIATES, LLC, 2301 NORTHEAST 37TH STREET, FORT LAUDERDALE, FL 33308

T: 954-658-4900 E: 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 May 31, 2024

	Governmental Funds			Account Groups		Totals (Memorandum Only)
	General Fund	Debt Service Funds		General Long Term Debt	General Fixed Assets	
		Series 2015	Series 2022			
Assets						
Cash and Investments						
General Fund - Invested Cash	\$ 1,727,540	\$ -	\$ -	\$ -	\$ -	\$ 1,727,540
Debt Service Fund						
Interest Account	-	-	-	-	-	-
Sinking Account	-	-	-	-	-	-
Reserve Account	-	452,250	-	-	-	452,250
Revenue	-	521,491	168,327	-	-	689,817
Prepayment Account	-	-	-	-	-	-
Escrow Fund Account	-	-	-	-	-	-
Construction	-	-	-	-	-	-
Cost of Issuance	-	-	-	-	-	-
Due from Other Funds						
General Fund	-	-	-	-	-	-
Debt Service Fund(s)	-	-	-	-	-	-
Market Valuation Adjustments	-	-	-	-	-	-
Accrued Interest Receivable	-	-	-	-	-	-
Assessments Receivable	-	-	-	-	-	-
Accounts Receivable	-	-	-	-	-	-
Amount Available in Debt Service Funds	-	-	-	1,142,067	-	1,142,067
Amount to be Provided by Debt Service Funds	-	-	-	12,192,933	-	12,192,933
Investment in General Fixed Assets (net of depreciation)	-	-	-	-	33,642,529	33,642,529
Total Assets	\$ 1,727,540	\$ 973,741	\$ 168,327	\$ 13,335,000	\$ 33,642,529	\$ 49,847,136
Liabilities						
Accounts Payable & Payroll Liabilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Due to Other Funds						
General Fund	-	-	-	-	-	-
Debt Service Fund(s)	-	-	-	-	-	-
Other Developer	-	-	-	-	-	-
Bonds Payable						
Current Portion - Series 2015	-	-	-	535,000	-	535,000
Current Portion - Series 2022	-	-	-	650,000	-	650,000
Long Term - Series 2015	-	-	-	7,095,000	-	7,095,000
Long Term - Series 2022	-	-	-	5,055,000	-	5,055,000
Total Liabilities	\$ -	\$ -	\$ -	\$ 13,335,000	\$ -	\$ 13,335,000
Fund Equity and Other Credits						
Investment in General Fixed Assets	-	-	-	-	33,642,529	33,642,529
Fund Balance	-	-	-	-	-	-
Restricted						
Beginning: October 1, 2023 (Unaudited)	-	965,334	164,130	-	-	1,129,464
Results from Current Operations	-	8,406	4,197	-	-	12,603
Unassigned						
Beginning: October 1, 2023 (Unaudited)	1,050,708	-	-	-	-	-
Allocation of Fund Balance						
System-Wide Reserves	753,682	-	-	-	-	753,682
Reserve For First Three Months Operations	297,025	-	-	-	-	297,025
Results of Current Operations	676,832	-	-	-	-	676,832
Total Fund Equity and Other Credits	\$ 1,727,540	\$ 973,741	\$ 168,327	\$ -	\$ 33,642,529	\$ 36,512,136
Total Liabilities, Fund Equity and Other Credits	\$ 1,727,540	\$ 973,741	\$ 168,327	\$ 13,335,000	\$ 33,642,529	\$ 49,847,136

Miromar Lakes Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through May 31, 2024

Description	October	November	December	January	February	March	April	May	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources											
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Interest											
Interest - General Checking	-	-	-	-	-	-	-	-	-	-	N/A
Special Assessment Revenue											
Special Assessments - On-Roll	2,741	220,479	616,438	38,200	32,479	9,497	25,897	8,790	954,521	1,007,091	95%
Special Assessments - Off-Roll	45,253	-	-	45,253	-	-	45,253	-	135,758	181,010	75%
Miscellaneous Revenue	-	-	-	-	-	-	-	-	-	-	N/A
Easement Encroachments	-	-	-	-	-	-	-	-	-	-	N/A
Intragovernmental Transfer In	-	-	-	-	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 47,993	\$ 220,479	\$ 616,438	\$ 83,452	\$ 32,479	\$ 9,497	\$ 71,150	\$ 8,790	\$ 1,090,278	\$ 1,188,102	92%
Expenditures and Other Uses											
Legislative											
Board of Supervisor's - Fees	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	8,000	12,000	67%
Board of Supervisor's - Taxes	77	77	77	77	77	77	77	77	612	918	67%
Executive											
Professional Management	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	28,000	42,000	67%
Financial and Administrative											
Audit Services	-	-	3,800	-	-	-	-	-	3,800	4,500	84%
Accounting Services	-	-	750	750	-	-	-	-	1,500	-	N/A
Assessment Roll Services	1,500	1,500	9,750	750	1,500	1,500	1,500	1,500	19,500	18,000	108%
Arbitrage	-	-	500	-	-	-	-	500	1,000	1,000	100%
Bond Re-amortization	-	-	-	-	-	-	-	-	-	-	N/A
Other Contractual Services											
Legal Advertising	-	-	252	-	259	-	-	-	511	1,200	43%
Trustee Services	-	-	-	-	-	5,859	4,139	-	9,998	9,300	108%
Dissemination	-	-	-	-	-	-	-	-	-	-	N/A
Bond Amortization Schedules	-	-	-	-	-	-	-	-	-	-	N/A
Property Appraiser/Tax Collector Fees	-	1,291	-	-	-	-	-	-	1,291	1,300	99%
Bank Services	-	-	-	-	-	-	-	-	-	250	0%
Travel and Per Diem	-	-	-	-	-	-	-	-	-	-	N/A
Communications & Freight Services											
Postage, Freight & Messenger	70	362	70	250	185	-	77	-	1,015	300	338%
Insurance	17,300	-	-	-	-	-	-	-	17,300	8,100	214%
Printing & Binding	-	-	-	-	-	-	238	310	548	300	183%
Website Maintenance	-	-	-	-	-	300	-	-	300	1,200	25%
Office Supplies	-	-	-	-	-	-	-	-	-	-	N/A
Subscription & Memberships	-	175	-	-	-	-	-	-	175	175	100%
Legal Services											
Legal - General Counsel	-	215	508	-	420	5,238	-	789	7,170	18,000	40%
Legal - Encroachments	-	-	-	-	-	-	-	-	-	-	N/A
Other General Government Services											
Engineering Services - General Services	-	-	-	833	5,419	575	1,607	4,490	12,924	7,000	185%
Asset Maps/Cost Estimates	-	-	-	-	-	-	-	-	-	-	N/A
Asset Administrative Services	-	833	833	390	833	833	833	833	5,390	10,000	54%
Reserve Analysis	-	-	-	-	-	-	-	-	-	-	N/A
Encroachment Agreements	-	-	-	-	-	-	-	-	-	-	N/A
Contingencies	-	-	-	-	-	-	-	-	-	-	N/A
Sub-Total:	23,447	8,952	21,040	7,550	13,193	18,881	12,970	12,999	119,032	135,543	88%

Miromar Lakes Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through May 31, 2024

Description	October	November	December	January	February	March	April	May	Year to Date	Total Annual Budget	% of Budget
Stormwater Management Services											
Professional Services											
Asset Management	-	3,833	3,833	3,833	3,833	3,833	3,833	3,833	26,833	46,000	58%
NPDES	-	1,551	-	-	-	-	-	-	1,551	3,500	44%
Mitigation Monitoring	-	-	-	-	-	-	-	-	-	-	N/A
Stormwater Management Services											
Water MGT - Debris Removal	-	-	-	-	-	-	-	-	-	-	N/A
Utility Services											
Electric - Aeration Systems	299	539	579	603	614	560	560	-	3,754	5,000	75%
Repairs & Maintenance											
Lake System											
Aquatic Weed Control	-	5,350	-	5,350	18,203	-	-	5,350	34,253	80,000	43%
Lake Bank Maintenance	-	735	-	-	-	-	1,800	-	2,535	2,500	101%
Water Quality Testing	-	-	4,660	-	-	3,495	-	-	8,155	19,000	43%
Water Control Structures	-	9,000	-	-	560	-	-	-	9,560	28,000	34%
Grass Carp Installation	-	-	-	-	-	-	-	-	-	-	N/A
Litoral Shelf Barrier/Replanting	-	-	-	-	-	-	-	-	-	-	N/A
Cane Toad Removal	-	3,200	2,900	2,800	2,800	2,900	3,600	3,600	21,800	37,000	59%
Midge Fly Control	-	-	-	723	3,050	2,125	14,855	3,713	24,465	35,000	70%
Aeration System	-	804	-	-	11,977	-	-	929	13,710	8,000	171%
Fish Re-Stocking	-	695	-	-	1,473	7,200	2,000	-	11,368	98,000	12%
Contingencies	-	-	-	-	-	-	-	-	-	15,375	0%
Wetland System											
Routine Maintenance	-	3,607	-	3,607	10,821	-	-	3,607	21,642	54,000	40%
Water Quality Testing	-	-	-	-	-	-	-	-	-	-	N/A
Contingencies	-	-	-	-	-	-	-	-	-	2,700	0%
Capital Outlay											
Aeration Systems	-	-	-	-	-	-	-	-	-	-	N/A
Littortall Shelf Replanting/Barrier	-	-	-	-	-	-	-	-	-	-	N/A
Lake Bank Restoration	-	900	-	250	85,274	2,000	23,563	450	112,437	108,500	104%
Turbidity Screens	-	-	-	-	-	-	-	-	-	-	N/A
Erosion Restoration	-	-	600	600	-	-	-	-	1,200	-	N/A
Video Stormwater Pipes/Repairs	-	250	250	250	-	400	-	-	1,150	52,000	2%
Contingencies	-	-	-	-	-	-	-	-	-	-	N/A
Sub-Total:	299	30,465	12,823	18,016	138,606	22,513	50,211	21,482	294,414	594,575	50%
Other Current Charges											
Hendry County - Panther Habitat Taxes	-	-	-	-	-	-	-	-	-	-	N/A
Payroll Expenses	-	-	-	-	-	-	-	-	-	-	N/A
Reserves for General Fund											
Capital/Operations	-	-	-	-	-	-	-	-	-	417,700	0%
Other Fees and Charges											
Discount for Early Payment	-	-	-	-	-	-	-	-	-	40,284	0%
Sub-Total:	-	-	-	-	-	-	-	-	-	457,984	0%
Total Expenditures and Other Uses:	\$ 23,746	\$ 39,417	\$ 33,862	\$ 25,566	\$ 151,798	\$ 41,394	\$ 63,181	\$ 34,482	\$ 413,446	\$ 1,188,102	35%
Net Increase/ (Decrease) in Fund Balance	24,248	181,062	582,575	57,886	(119,319)	(31,897)	7,969	(25,692)	676,832	(0)	
Fund Balance - Beginning	1,050,708	1,074,955	1,256,017	1,838,593	1,896,479	1,777,160	1,745,263	1,753,232	1,050,708	1,050,708	
Fund Balance - Ending	\$ 1,074,955	\$ 1,256,017	\$ 1,838,593	\$ 1,896,479	\$ 1,777,160	\$ 1,745,263	\$ 1,753,232	\$ 1,727,540	\$ 1,727,540	\$ 1,050,707	

Miromar Lakes Community Development District
Debt Service Fund - Series 2015 Bonds
Statement of Revenues, Expenditures and Changes in Fund Balance
Through May 31, 2024

Description	October	November	December	January	February	March	April	May	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources											
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Interest Income											
Reserve Account	1,836	1,903	1,848	1,909	1,901	1,767	1,889	1,826	14,880	12,000	124%
Interest Account	-	-	-	-	-	-	-	-	-	-	N/A
Sinking Fund Account	-	-	-	-	-	-	-	-	-	-	N/A
Prepayment Account	-	-	-	-	-	-	-	-	-	-	N/A
Revenue Account	2,070	2,175	1,302	2,536	3,460	3,335	3,650	3,991	22,519	20	112596%
Special Assessment Revenue											
Special Assessments - On-Roll	1,615	129,922	363,250	22,510	19,139	5,597	15,261	5,180	562,473	593,699	95%
Special Assessments - Off-Roll	-	-	-	-	-	-	325,534	-	325,534	325,534	100%
Special Assessments - Prepayments	-	-	-	-	-	-	-	-	-	-	N/A
Net Inc (Dec) Fair Value Investments	-	-	-	-	-	-	-	-	-	-	N/A
Operating Transfers In (From Other Funds)	-	-	-	-	-	-	-	-	-	-	N/A
Bond Proceeds	-	-	-	-	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 5,520	\$ 134,000	\$ 366,400	\$ 26,955	\$ 24,501	\$ 10,699	\$ 346,334	\$ 10,997	\$ 925,406	\$ 931,253	99%
Expenditures and Other Uses											
Debt Service											
Principal Debt Service - Mandatory											
Series 2015 Bonds	-	-	-	-	-	-	-	510,000	510,000	510,000	100%
Principal Debt Service - Early Redemptions											
Series 2015 Bonds	-	-	-	-	-	-	-	-	-	-	N/A
Interest Expense											
Series 2015 Bonds	-	203,500	-	-	-	-	-	203,500	407,000	407,250	100%
Original Issue Discount	-	-	-	-	-	-	-	-	-	-	N/A
Operating Transfers Out (To Other Funds)	-	-	-	-	-	-	-	-	-	-	N/A
Other Fees and Charges											
Discounts for Early Payment	-	-	-	-	-	-	-	-	-	23,748	0%
Total Expenditures and Other Uses:	\$ -	\$ 203,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 713,500	\$ 917,000	\$ 940,998	97%
Net Increase/ (Decrease) in Fund Balance	5,520	(69,500)	366,400	26,955	24,501	10,699	346,334	(702,503)	8,406	(9,745)	
Fund Balance - Beginning	965,334	970,854	901,355	1,267,755	1,294,710	1,319,211	1,329,910	1,676,244	965,334	-	
Fund Balance - Ending	\$ 970,854	\$ 901,355	\$ 1,267,755	\$ 1,294,710	\$ 1,319,211	\$ 1,329,910	\$ 1,676,244	\$ 973,741	\$ 973,741	\$ (9,745)	

Miromar Lakes Community Development District
Debt Service Fund - Series 2022 Bonds
Statement of Revenues, Expenditures and Changes in Fund Balance
Through May 31, 2024

Description	October	November	December	January	February	March	April	May	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources											
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Interest Income											
Reserve Account	-	-	-	-	-	-	-	-	-	-	N/A
Interest Account	-	-	-	-	-	-	-	-	-	-	N/A
Sinking Fund Account	-	-	-	-	-	-	-	-	-	-	N/A
Prepayment Account	-	-	-	-	-	-	-	-	-	-	N/A
Revenue Account	701	749	362	2,152	3,481	3,417	3,764	3,726	18,352	-	N/A
Escrow Fund Account	-	-	-	-	-	-	-	-	-	-	N/A
Special Assessment Revenue											
Special Assessments - On-Roll	2,266	182,285	509,652	31,582	26,853	7,852	21,411	7,267	789,169	833,182	95%
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)	-	-	-	-	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 2,967	\$ 183,034	\$ 510,014	\$ 33,734	\$ 30,334	\$ 11,270	\$ 25,175	\$ 10,993	\$ 807,520	\$ 833,182	N/A
Expenditures and Other Uses											
Debt Service											
Principal Debt Service - Mandatory											
Series 2022 Bonds	-	-	-	-	-	-	-	635,000	635,000	635,000	N/A
Principal Debt Service - Early Redemptions											
Series 2022 Bonds	-	-	-	-	-	-	-	-	-	-	N/A
Interest Expense											
Series 2022 Bonds	-	84,162	-	-	-	-	-	84,162	168,324	168,324	N/A
Discounts for Early Payment											
	-	-	-	-	-	-	-	-	-	33,472	0%
Operating Transfers Out (To Other Funds)	-	-	-	-	-	-	-	-	-	-	N/A
Total Expenditures and Other Uses:	\$ -	\$ 84,162	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 719,162	803,324	\$ 836,796	N/A
Net Increase/ (Decrease) in Fund Balance	2,967	98,872	510,014	33,734	30,334	11,270	25,175	(708,169)	4,197	(3,614)	
Fund Balance - Beginning	164,130	167,097	265,969	775,983	809,717	840,051	851,321	876,496	164,130	-	
Fund Balance - Ending	\$ 167,097	\$ 265,969	\$ 775,983	\$ 809,717	\$ 840,051	\$ 851,321	\$ 876,496	\$ 168,327	\$ 168,327	\$ (3,614)	