

# **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**

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## **MEETING AGENDA**

**NOVEMBER 14, 2024**

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**PREPARED BY:**

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

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# MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT

November 7, 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, November 14, 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=md401c73b7f2f6ab6a7045b9961dd772b>

Access Code: **2331 559 4735**, Event Password: **Jpward**

Or phone: **408-418-9388** enter the access code **2331 559 4735**, password: **Jpward** to join the meeting.

*The Public is provided two opportunities to speak during the meeting. The first time is on each agenda item, and the second time is at the end of the agenda, on any other matter not on the agenda. 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. September 12, 2024 –Regular Meeting.
3. Discussion of the District's Water Management system – impacts of recent Hurricane's.
4. Consideration of **Resolution 2025-1**, a Resolution of the Board of Supervisors accepting certain Fee Simple and Easement Conveyances relating to certain Lakes known as Tract O-5 together with related Stormwater Improvements in the subdivision known as Miromar Lakes Unit XVII – Costa Maggiore Plat – Phase I And Tract O-7 together with related Stormwater Improvements in the subdivision known as Miromar Lakes Unit XX – Costa Maggiore Plat – Phase 3; Authorizing the Chairman (or the Vice Chairman in the Chairman's absence) to execute such conveyance documents to the extent necessary to carry out this Resolution; Providing for severability; Providing for conflicts; and providing for an effective date.

5. Consideration of **Resolution 2025-2**, a Resolution of the Board of Supervisors of the Miromar Lakes Community Development District amending the Fiscal Year 2025 Budget which began on October 1, 2024, and ends on September 30, 2025; providing a severability clause; providing for conflict and providing an effective date.
6. Staff Reports.
  - I. District Attorney
  - II. District Engineer
  - III. District Asset Manager
    - a) Asset Managers Report November 1, 2024.
    - b) Waterway Inspection Report October 2024.
  - IV. District Manager
    - a) Financial Statement for period ending September 30, 2024 (unaudited).
    - b) Financial Statement for period ending October 31, 2024 (unaudited).
7. Supervisor's Requests.
8. 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.*

9. Announcement of Next Meeting – **December 12, 2024**
10. Adjournment.

### ***Staff Review***

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

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The second order of business is the consideration of the Minutes from the Miromar Lakes Community Development District Board of Supervisors Regular Meeting held on September 12, 2024.

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The third order of business is a discussion of the District's Water Management system and impacts of the recent Hurricanes.

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The fourth order of business is the consideration of **Resolution 2025-1**, a Resolution of the Board of Supervisors accepting certain Fee Simple and Easement Conveyances relating to certain Lakes known as Tract O-5 together with related Stormwater Improvements in the subdivision known as Miromar Lakes Unit XVII – Costa Maggiore Plat – Phase I And Tract O-7 together with related Stormwater Improvements in the subdivision known as Miromar Lakes Unit XX – Costa Maggiore Plat – Phase 3; Authorizing the Chairman (or the Vice Chairman in the Chairman's absence) to execute such conveyance documents to

the extent necessary to carry out this Resolution; Providing for severability; Providing for conflicts; and providing for an effective date.

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The fifth order of business is an amendment to the FY 2025 Budget to adjust the total units to be assessed in the District. This change lowers the unit counts based on the actual assessment rolls received after the adoption of the Budget and only will affect the general fund capital/operations line item. The amount was reduced to \$399,660.00 from \$417,700.00. The assessment rate remains the same at \$739.98/unit.

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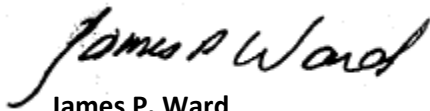
The sixth order of business are staff reports by the District Attorney, District Engineer, and District Asset Manager.

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

Sincerely yours,

Miromar Lakes Community Development District



James P. Ward  
District Manager

**The Fiscal Year 2025 meeting schedule is as follows:**

December 12, 2024	January 9, 2025
February 13, 2025	March 13, 2025
April 10, 2025	May 8, 2025
June 12, 2025	July 10, 2025
August 14, 2025	September 11, 2025

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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, September 12, 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
Greg Urbancic	District Attorney
Richard Freeman	Asset Manager
John Baker	Atwell Engineering

**Audience:**

Heather Chapman                      HOA

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**

**August 8, 2024 – Public Hearing and Regular Meeting Minutes**

Mr. Ward asked if there were any additions or corrections to the Minutes.

A few corrections were made.

On MOTION made by Mary LeFevre, seconded by Doug Ballinger, and with all in favor, the August 8, 2024 Public Hearing and Regular Meeting Minutes were approved, as corrected.

**THIRD ORDER OF BUSINESS****Staff Reports****I. District Attorney**

No report.

Mr. Alan Refkin asked about Austenfeld (ph) and the boulders which Miromar (Master HOA) was going to take the lead on. He asked about the status.

Mr. Greg Urbancic stated he knew Mark Geschwendt received a voicemail from the property owner who was unhappy about receiving a letter from Miromar Development. He stated a conference call was attempted but he was unable to participate, so he did not know if a conference call was held; this was all the information he had. He stated he understood there was some response which needed to go back to the property owner, but he did not know if the call was made.

Mr. Refkin stated from what he understood there was no action on the property owner's part to remove it, so the choice he was going to be given was to keep it there but pay for the permitting and/or releases which could cost the property owner as much as \$25,000 dollars. He stated, however, South Florida Water Management District would go after the CDD not the property owner.

Mr. Urbancic stated if the property owner was not going to voluntarily comply with going through the permitting or the removal, then it may be a situation where the CDD would have to send a demand letter as the CDD might be found in noncompliance and then would say "you go chase the property owner." He said he thought the response Miromar initially received was, "Hey, I talked to so and so" and "they sort of blessed it," but he did not think the CDD was involved in the "so and so."

Mr. Refkin stated he knew the Master HOA had the budget (indecipherable), but ultimately the CDD had responsibility for this. He noted if the property owner took responsibility and paid for it then it would take the burden off the CDD, but if not, and the CDD took no action, the CDD would still have liability with South Florida Water Management District.

Mr. Urbancic stated if the conference call did not happen, a call would be needed to find out where Miromar Development was and what steps they planned to see if it was still in alignment with what the CDD wanted to do.

Mr. Weber stated he thought there was discussion at the last meeting about putting rip rap throughout that whole area and then putting beach above the rip rap.

Mr. Refkin agreed, but since that meeting there had been no further discussions in that direction, nor regarding removing the boulders, so whatever direction was chosen, hopefully there would be an action step to get a resolution, either to get rip rap, or get permitting on their part which would take the CDD off the hook, but barring that, hopefully with Mr. Urbancic's help the issue could be forced.

Mr. Weber agreed this could not simply be ignored.

Mr. Refkin agreed because the liability fell on the CDD. He indicated Mr. Mark Geschwendt was the perfect person to handle this situation.

Mr. Urbancic stated he was unaware whether rip rap was being discussed.

Mr. Ward stated he was unaware of a rip rap discussion.

Mr. Refkin stated a resolution was important.

Mr. Ward stated he could help. He stated based upon what the homeowner indicated this was all permitted through the County, so Staff was researching to see if the homeowner had the correct permits from the County to do what he did, including whether he got a dock and shore permit, and whether he did anything with the South Florida Water Management District with respect to the permit. He stated it would take another month to get through this process. He noted once this was known a gameplan could be developed. He stated he would keep the Board posted.

Mr. Refkin thanked Mr. Urbancic and Mr. Ward.

Mr. Urbancic stated based on what was discovered, he was sure to coordinate with Miromar Master HOA.

## **II. District Engineer**

No report.

## **III. Asset Manager**

### **a) Asset Managers Report September 1, 2024**

Mr. Richard Freeman reported the cane toad traps were installed last week, and he would provide an update regarding the effectiveness of these traps next month. He reported MRI began the inspection of all the storm drain structures and outfalls throughout the District owned by the CDD and a report should be back within 6 weeks. He stated once the report was submitted, decisions could be made regarding how to move forward.

Mr. Weber stated the during last heavy rain it flooded again in front of the entrance into Verdana (ph).

Mr. John Baker stated he had it inspected, and it came back as the system was clean, but the inspector did say that because the lake levels were so high, and were so high over the outfall pipe, the pressure was going to take a little while to go down.

Mr. Weber stated this was what he was referring to last month when he said it seemed like more of an infrastructure problem than a cleaning problem.

Discussion ensued regarding different areas in the community where it flooded when it rained due to the high water levels; how slowly the water receded after rain events; and how a hurricane would damage the area if it came through now.

Mr. Refkin asked whether the lakes could be drained to relieve the water levels.

Mr. Baker responded a dewatering permit would be required and a location to drain the lakes into would be needed; the CDD did not make this decision.

Discussion ensued regarding the water levels in the lakes.

Mr. Baker stated he went to the FGCU baseball stadium control structure and checked the water levels, and it was over 29 inches which was higher than he ever had seen it.

#### **IV. District Manager**

##### **a) Financial Statement for period ending August 31, 2024 (unaudited)**

Mr. Ward stated recently state statute was amended to indicate that special districts (CDDs) establish performance measures and standards, reporting its activities and programs. He stated the law became effective July 1, 2024, and the CDD had to report as of September 30, 2024 by December 1, 2024. He stated these measures were reported on the CDD's website only, there was no external reporting requirement. He indicated Mr. Urbancic prepared goals, objectives, and reporting framework which was very simple and included administrative matters and a report from the Engineer which indicated that the system was evaluated. He asked the Board to approve these standards and if it wished to change the reporting standards next year, then this could be done. He called for a motion to approve the reporting standards.

Mr. Weber asked if anyone would be reviewing the report from a governmental standpoint.

Mr. Ward responded in the negative.

Mr. Weber stated if this was the case then it could be kept simple without any worries.

Mr. Ward agreed.

<b>On MOTION made by Mary LeFevre, seconded by Patrick Reidy, and with all in favor, the reporting standards were approved.</b>
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#### **FOURTH ORDER OF BUSINESS**

##### **Public Comments**

**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

Mr. Ward asked if there were any audience comments; there were none.

#### **FIFTH ORDER OF BUSINESS**

##### **Supervisor's Requests**



191  
192 Mr. Reidy stated he spoke with a resident about what was being done with the lakes, and said resident  
193 was very interested. He stated he recommended the resident go on the CDD website to obtain more  
194 information and the resident wanted to know why the CDD did not push any information out to the  
195 residents about what was being done.

196  
197 Mr. Ward stated it was difficult for the CDD to communicate with the residents because the CDD was  
198 not like an HOA with the residents' phone numbers and email addresses; the CDD was limited to mailed  
199 notice which was ridiculous these days, or the information was just put on the website then the CDD  
200 hoped the residents visited the website. He stated his contact information and Mr. Freeman's contact  
201 information was available. He noted residents could even email the CDD Board Members; these emails  
202 went through his office.

203  
204 Ms. LeFevre noted there was a magazine which was sent to all the Miromar Lakes residents, The Stroll  
205 magazine. She indicated she believed The Stroll would do an article for the CDD.

206  
207 Mr. Weber stated there was another source as well, Miromar Residents Only, which was a website for  
208 owners in Miromar.

209  
210 Mr. Refkin stated he followed Miromar Residents Only on Facebook.

211  
212 Mr. Weber stated Miromar Residents Only could be another communication device for the CDD.

213  
214 Discussion ensued regarding the Miromar Residents Only website.

215  
216 Mr. Ballinger asked when the minutes were posted on the CDD website.

217  
218 Mr. Ward explained the minutes were only posted after the Board approved the minutes. He stated the  
219 Agendas were posted 7 days in advance of the meeting. He stated writeups could be posted on the  
220 website, but the problem was not many residents visited the CDD website.

221  
222 Mr. Ballinger asked if the website kept track of the hits the website received.

223  
224 Mr. Ward responded in the negative.

225  
226 Discussion ensued regarding the CDD website and how often it was visited; and the difficulty  
227 communicating with the residents.

228  
229 Mr. Weber discussed the importance of communication with the residents of Miromar; and the  
230 possibility of hosting quarterly meeting with the various Miromar Lakes HOA Presidents.

231  
232 Ms. Heather Campbell stated (indecipherable).

233  
234 Mr. Weber continued to discuss the importance of communication. He noted he would love to see the  
235 quarterly meetings begin again.

236  
237 Mr. Reidy stated this sounded like something the Master Association would need to set up.  
238

Discussion ensued regarding the quarterly meetings held in the past with the HOA Presidents; who wrote the Agenda for those meetings; and organizing new quarterly meetings.

**SIXTH ORDER OF BUSINESS**

**Announcement of Next Meeting**

**Next Meeting – October 10, 2024**

**SEVENTH ORDER OF BUSINESS**

**Adjournment**

The meeting was adjourned at approximately 2:30 p.m.

**On MOTION made by Mary LeFevre, seconded by Alan Refkin, and with all in favor, the meeting was adjourned.**

Miromar Lakes Community Development District

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

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

## RESOLUTION NO. 2025-1

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT ACCEPTING CERTAIN FEE SIMPLE AND EASEMENT CONVEYANCES RELATING TO CERTAIN LAKES KNOWN AS TRACT O-5 TOGETHER WITH RELATED STORMWATER IMPROVEMENTS IN THE SUBDIVISION KNOWN AS MIROMAR LAKES UNIT XVII – COSTA MAGGIORE PLAT – PHASE I AND TRACT O-7 TOGETHER WITH RELATED STORMWATER IMPROVEMENTS IN THE SUBDIVISION KNOWN AS MIROMAR LAKES UNIT XX – COSTA MAGGIORE PLAT – PHASE 3; AUTHORIZING THE CHAIRMAN (OR THE VICE CHAIRMAN IN THE CHAIRMAN’S ABSENCE) TO EXECUTE SUCH CONVEYANCE DOCUMENTS TO THE EXTENT NECESSARY TO CARRY OUT THIS RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the District owns, operates and maintains certain lakes and stormwater management improvements for the benefit of property owners and residents within the District; and

**WHEREAS**, the District desires to accept certain fee simple conveyances of lakes known as Tract O-5 together with related stormwater improvements within the subdivision known as Miromar Lakes Unit XVII – Costa Maggiore Plat – Phase I, and Tract O-7 together with related stormwater improvements within the subdivision known as Miromar Lakes Unit XX – Costa Maggiore – Phase 3 Plat (collectively, “**Tracts O-5 and O-7**”), all together with various easements necessary for the maintenance of such lakes and.

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

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

**SECTION 2. ACCEPTANCE OF CONVEYANCES.** The District hereby authorizes acceptance of those certain fee simple conveyances of Tract O-5 within the subdivision known as Miromar Lakes Unit XVII – Costa Maggiore Plat – Phase I, and Tract O-7 within the subdivision known as Miromar Lakes Unit XX – Costa Maggiore – Phase 3 Plat, together with related stormwater improvements, all together with various easements necessary for the maintenance of Tracts O-5 and O-7 and such stormwater improvements. The District hereby approves and authorizes the acceptance of such conveyances and authorizes the execution of those certain conveyance documents substantially the form attached hereto and marked as **Exhibit “A”** (“**Conveyance Documents**”), which Conveyance Documents are hereby approved, with such changes therein as are necessary or desirable to reflect the terms of the conveyance as shall be approved by the Chairman (or the Vice Chairman in the Chairman’s absence) executing the same in consultation with the District Manager and District Counsel, with such execution to constitute conclusive evidence of such officer’s approval and the District’s approval of any changes therein from the form of Conveyance Documents attached hereto.

**SECTION 3. DELEGATION OF AUTHORITY.** The Chairman (or the Vice Chairman in the Chairman’s absence) of the District’s Board of Supervisors is hereby authorized to execute the Conveyance Documents as necessary to evidence the District’s acceptance of the subject conveyances. The Vice Chairman, Secretary, and any Assistant Secretary of the District’s Board of Supervisors are hereby authorized to countersign any Conveyance Documents signed by the Chairman (or Vice Chairman in the Chairman’s absence), if necessary or required.

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

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

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

**PASSED AND ADOPTED** at a meeting of the Board of Supervisors of Miromar Lakes Community Development District this 14<sup>th</sup> day of November, 2024.

Attest:

**MIROMAR LAKES  
COMMUNITY DEVELOPMENT  
DISTRICT**

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James P. Ward, Secretary

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Alan Refkin, Chairman

**Exhibit “A”**

**BILL OF SALE, ABSOLUTE**  
**Stormwater**

**THIS BILL OF SALE** is made and executed as of this \_\_\_\_ day of \_\_\_\_\_, 2024 by **MIROMAR LAKES, LLC**, a Florida limited liability company, **MIROMAR LAKES MASTER ASSOCIATION, INC.**, a Florida not-for-profit corporation, and **COSTA MAGGIORE II HOMEOWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation (collectively, "**Grantor**"), in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00), lawful money of the United States, paid by **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes ("**Grantee**"), the receipt of which is acknowledged, grants, bargains, sells, transfers, and delivers to Grantee, its successors and assigns, the following items:

**Drainage pipes, structures, outfalls and other drainage and stormwater structures or facilities ("**Stormwater Improvements**") lying within or on the land more particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "**Property**").**

Grantor, for itself and its successors and assigns, covenants to Grantee, its successors and assigns, that (1) it is the lawful owner of the Stormwater Improvements, which are free and clear from all encumbrances; (2) it has good right, title and authority to sell and convey the same, and (3) Grantor will warrant and defend the sale and conveyance of the Stormwater Improvements to Grantee, its successors and assigns, against the lawful claims and demands of all persons and entities.

*{Remainder of page intentionally left blank. Signatures appear on next page.}*

Grantor has executed this Bill of Sale on the day and year written above.

**GRANTOR:**

**MIROMAR LAKES, LLC,**  
a Florida limited liability company

Witnesses:

By: Miromar Development Corporation,  
a Florida corporation  
Its: Sole Member

\_\_\_\_\_  
Signature

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

By: \_\_\_\_\_  
Robert B. Roop, Executive Vice President

\_\_\_\_\_  
Signature

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

**STATE OF FLORIDA**  
**COUNTY OF LEE**

The foregoing instrument was acknowledged before me by means of ( ) physical presence or ( ) online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by Robert B. Roop, as Executive Vice President of Miromar Development Corporation, a Florida corporation, on behalf of the corporation as the sole Member of Miromar Lakes, LLC, a Florida limited liability company, on behalf of the company, who is ( ) personally known to me or ( ) has produced \_\_\_\_\_ as evidence of identification.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

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

(Type or Print)

My Commission Expires:

*{Signatures continue on following pages.}*



**GRANTOR:**

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

Witnesses:

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Rich Pomeroy, President

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF LEE**

The foregoing instrument was acknowledged before me by means of ( ) physical presence or ( ) online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by Rich Pomeroy, as President of Miromar Lakes Master Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is ( ) personally known to me or ( ) has produced \_\_\_\_\_ as evidence of identification.

(SEAL)

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

*{Signatures continue on following pages.}*

**GRANTOR:**

**COSTA MAGGIORE II HOMEOWNERS'  
ASSOCIATION, INC.,**

a Florida not-for-profit corporation

Witnesses:

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Rich Famigliatti, President

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF LEE**

The foregoing instrument was acknowledged before me by means of ( ) physical presence or ( ) online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by Rich Famigliatti, as President of Costa Maggiore II Homeowners' Association, Inc., a Florida not-for-profit corporation, who is ( ) personally known to me or ( ) has produced \_\_\_\_\_ as evidence of identification.

(SEAL)

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

*{Signatures continue on following page.}*

## **EXHIBIT “A”**

Tract “O-5” of the Miromar Lakes Unit XVII – Costa Maggiore – Phase I Plat, recorded at Instrument Number 2017000181209, in the Public Records of Lee County, Florida.

Tract “O-7” of the Miromar Lakes Unit XX – Costa Maggiore – Phase 3 Plat, recorded at Instrument Number 2021000189545, in the Public Records of Lee County, Florida.

Tracts “B-3” and “N-5” of the Miromar Lakes Unit XVII – Costa Maggiore – Phase I Plat, recorded at Instrument Number 2017000181209, in the Public Records of Lee County, Florida.

Tracts “N-6” and “N-7” of the Miromar Lakes Unit XVII – Costa Maggiore – Phase I Plat, recorded at Instrument Number 2017000181209, in the Public Records of Lee County, Florida.

Tract “R-3” of the Miromar Lakes Unit XVII – Costa Maggiore – Phase I Plat, recorded at Instrument Number 2017000181209, in the Public Records of Lee County, Florida.

Tract “R-4” of the Miromar Lakes Unit XX – Costa Maggiore – Phase 3 Plat, recorded at Instrument Number 2021000189545, in the Public Records of Lee County, Florida.

Those certain Lake Maintenance Easements (L.M.E.) located in Lots 1 through 11 and adjacent to Tract “O-4” of the Miromar Lakes Unit XVII – Costa Maggiore – Phase I Plat, recorded at Instrument Number 2017000181209, in the Public Records of Lee County, Florida.

Those certain Lake Maintenance Easements (L.M.E.) located adjacent to Tract “O-5” of the Miromar Lakes Unit XVII – Costa Maggiore – Phase I Plat, recorded at Instrument Number 2017000181209, in the Public Records of Lee County, Florida.

Those certain Drainage Easements (D.E.) located adjacent to Tract “O-5” of the Miromar Lakes Unit XVII – Costa Maggiore – Phase I Plat, recorded at Instrument Number 2017000181209, in the Public Records of Lee County, Florida.

That certain Drainage Easement (D.E.) located within Tract “O-5” of the Miromar Lakes Unit XVII – Costa Maggiore – Phase I Plat, recorded at Instrument Number 2017000181209, in the Public Records of Lee County, Florida.

Those certain Lake Maintenance Easements (L.M.E.) located in Lots 15 through 22 and adjacent to Tract “O-7” of the Miromar Lakes Unit XX – Costa Maggiore – Phase 3 Plat, recorded at Instrument Number 2021000189545, in the Public Records of Lee County, Florida.

That certain Drainage Easement (D.E.) located within Tract “O-7” of the Miromar Lakes Unit XX – Costa Maggiore – Phase 3 Plat, recorded at Instrument Number 2021000189545, in the Public Records of Lee County, Florida.

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “**Agreement**”) is made and entered as of this \_\_\_\_\_ of \_\_\_\_\_, 2024 (“**Effective Date**”), by and between **MIROMAR LAKES MASTER ASSOCIATION, INC.**, a Florida not-for-profit corporation (the “**Association**”) and **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes, whose address is c/o District Manager (the “**District**”).

### RECITALS:

WHEREAS, the District is the owner of that certain real property depicted on **Exhibit “A”** attached hereto and made a part hereof (the “**District Property**”); and

WHEREAS, there is a lake located on the District Property (the “**Lake**”), which Lake is part of the District’s stormwater management system; and

WHEREAS, the Association desires to place and maintain a fountain in the Lake; and

WHEREAS, subject to the terms and conditions hereof, the District desires to grant to the Association a non-exclusive, revocable license for the operation of a fountain in the Lake.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. **Recitals.** The recitals set forth above are true, correct and are incorporated herein by reference.

2. **License.** Subject to all the terms and conditions set forth in this Agreement, the District hereby grants to the Association a revocable, non-exclusive license for the express and limited purpose of installing, operating, and maintaining a fountain in the Lake (the “**Activity**”). The Association shall only use the license granted herein for the Activity and shall not use the District Property or the Lake for any other purpose without the prior, written approval of the District, which approval may be withheld by the District in the District’s sole and exclusive discretion. The Activity shall comply at all times with applicable laws, codes, rules, regulations, ordinances, and permits. The Activity shall not be conducted in any manner that would interfere with the normal operation of the District’s stormwater management system pursuant to applicable permits. Any fountain installed by the Association shall be maintained by the Association in good condition and repair and in proper working order. Further, all maintenance and repair activity of the fountain by the Association shall be conducted at all times with appropriately licensed contractors. The Association shall be solely responsible for the cost of any and all maintenance and repair of the fountain and any utilities necessary to conduct the Activity.

3. **Compensation.** No license fee shall be paid by the Association to the District for the rights or privileges granted in this Agreement. Notwithstanding the same, the Association shall be solely responsible for all costs and expenses set forth in this Agreement.

4. **Damage.** The Association shall not, by conducting the Activity, cause damage to the District Property. In the event that the exercise by the Association of the license rights granted herein causes or otherwise results in any damage to the District Property, including any improvements or landscaping located thereon, then within fifteen (15) days after the District’s written notice to the Association of such damage, the

Association shall, at the Association's sole cost and expense, take all steps necessary to repair all of such damage and to return that portion of the District Property to its condition as existed prior to such damage.

5. Effective Date/Term. The initial term of this Agreement (the "**Initial Term**") shall commence upon the Effective Date and shall terminate five (5) years thereafter ("**Termination Date**"). Notwithstanding such Termination Date, this Agreement shall automatically renew for an additional five - year period at the end of the Initial Term and thereafter on each fifth (5<sup>th</sup>) anniversary of the Effective Date unless and until either party provides the other party at ninety (90) days' prior written notice of its intent not to renew.

6. Default/Termination. Either party shall have the right to terminate this Agreement upon written notice to other party that said other party has defaulted in the performance of any of the obligations imposed on it under this Agreement and said defaulting party does not, after being notified of the existence of default, cure said default within fifteen (15) days of the defaulting party's receipt of notice. Further, either party shall have the right to terminate this Agreement upon sixty (60) days written notice to other party. Notwithstanding any termination of this Agreement pursuant to this Section 6 or other provision contained in this Agreement and regardless of the party initiating the termination, the Association shall remain responsible for repairing any damage to the District Property caused by the Association exercising its license rights hereunder prior to the termination. Upon expiration or any termination of this Agreement, the Association shall immediately cease the Activity, remove the fountain and all equipment related thereto from the District Property, and return the District Property to the condition it existed prior to the Association's use pursuant to this Agreement.

7. Insurance. Prior to any entry by the Association upon any portion of the District Property, the Association will deliver to the District a certificate of insurance evidencing the following insurance policies (collectively, the "**Policies**"): (i) a commercial general liability insurance policy ("**GL Policy**") with limits of not less than One Million Dollars (\$1,000,000.00), combined single limit, insuring against claims for personal injury, death, and/or property damage occasioned by accidents occurring on the District Property and relating to or arising out of the Activity and naming the District as an additional insured on a primary and non-contributory basis; and (ii) worker's compensation insurance ("**WC Policy**") in accordance with applicable law. The Policies shall contain a waiver of the right of subrogation against the District. All Policies shall contain a provision that they shall not be amended or terminated prior to the date which is thirty (30) days' after delivery of written notice of such amendment or termination to the District. The Association shall maintain the Policies in full force and effect (at its sole expense) at all times during which this Agreement remains in effect.

8. Assumption of Risk; Indemnification. The Association acknowledges and agrees that the Activity and any entry upon the District Property may involve the risk of injury, death, and/or damage to property and is being performed willingly and voluntarily by the Association. The Association hereby assumes all risks related to the Activity and entry upon the District Property. In addition, as material consideration for the District granting to the Association the license set forth herein, the Association shall and hereby agrees to indemnify, defend, and hold harmless the District and its supervisors, manager, officers, board members, employees, and agents (collectively, "**Indemnified Parties**") from and against any loss, claim, damage, or cost (including, without limitation, attorneys' fees and expenses at trial or on appeal) incurred by or asserted against any or all the Indemnified Parties and arising out of or related to the Association's exercise of its rights under this Agreement or otherwise arising out of or related to the Activity. The obligations of the Association to indemnify, defend, and hold the Indemnified Parties harmless pursuant to this paragraph shall survive the expiration or termination of this Agreement.

9. Notices. Any notice required to be given hereunder, shall be in writing, and may be given by personal delivery; regular United States mail; commercial next business day courier service (such as FedEx or UPS); or by email. Any notice to be given hereunder shall be sent to the following addresses:

If to the District: Miromar Lakes Community Development District  
c/o JPWard & Associates, LLC  
22301 Northeast 37th Street  
Fort Lauderdale, Florida 33308  
Email: [jimward@jpwardassociates.com](mailto:jimward@jpwardassociates.com)

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

If to the Association: Miromar Lakes Master Association, Inc.  
c/o Rich Pomeroy,  
16266 San Carlos Boulevard  
Fort Myers, Florida 33908  
Email: [rpomeroy@miromar.com](mailto:rpomeroy@miromar.com)

With a copy to: Mark W. Geschwendt  
Vice President and General Counsel  
Miromar Development Corporation  
10801 Corkscrew Road, Suite 305  
Estero, Florida 33928  
Email: [mgeschwendt@miromar.com](mailto:mgeschwendt@miromar.com)

Any notice, request or other communication shall be deemed to be given: (1) upon receipt or refusal to accept, in the case of hand delivery or commercial next business day courier service; (2) upon transmission in the case of email; or (3) three (3) days following deposit with the U.S. Postal Service. The addressees and addresses for the purpose of this Section may be changed by any party by giving written notice of such change to the other party in the manner provided herein.

10. License, Not Lease; No Recording. It is acknowledged and stipulated by and between the parties hereto that this Agreement shall not be deemed a lease of the District Property by the Association but rather a license granted to the Association by the District for the activity under the terms and conditions stated herein. Neither this Agreement nor a memorandum thereof shall be recorded in the Public Records.

11. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, successors, permitted assigns and legal representatives of the parties hereto. This Agreement shall not be assigned or transferred by the Association without the District's prior written approval, which approval may be withheld at the District's sole and exclusive discretion. This Agreement embodies the entire understanding of the parties with respect to the subject matter herein, and the terms hereof control over and supersede all prior understandings. This Agreement may not be modified or amended in any respect other than by written instrument signed by both parties hereto. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed to be original, but all of which together shall constitute one and the same instrument. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternate dispute resolution, or

appellate proceedings. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The venue for any litigation involving this Agreement shall exclusively lie in Lee County, Florida.

*{Remainder of page intentionally left blank. Signatures appear on the following page.}*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

**THE ASSOCIATION:**

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

By: \_\_\_\_\_  
Rich Pomeroy, President

**THE DISTRICT:**

**MIROMAR LAKES COMMUNITY  
DEVELOPMENT DISTRICT,**  
a community development district established  
and existing pursuant to Chapter 190, Florida  
Statutes

ATTEST:

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

By: \_\_\_\_\_  
Alan Rekfin, Chairman



Exhibit "A"  
District Property

Tract "O-5" of the Miromar Lakes Unit XVII – Costa Maggiore – Phase I Plat, recorded at Instrument Number 2017000181209, in the Public Records of Lee County, Florida.

This instrument was prepared by  
and to be returned to:  
Mark W. Geschwendt, Esq.  
Miromar Development Corporation  
10801 Corkscrew Road, Suite 305  
Estero, Florida 33928  
(239) 390-5100

Consideration: \$10.00  
PID No.: 11-46-25-L1-21007.00CE

Above space reserved for Clerk's office

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## **QUITCLAIM DEED**

**THIS QUITCLAIM DEED** is made this \_\_\_\_ day of \_\_\_\_\_, 2024, by **MIROMAR LAKES MASTER ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose mailing address is 10801 Corkscrew Road, Suite 305, Estero, Florida 33928, as grantor ("Grantor") to **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes, whose mailing address is c/o JP Ward & Associates, LLC, 22301 Northeast 37th Street, Fort Lauderdale, Florida 33308, as grantee ("Grantee");

Grantor quitclaims and assigns unto Grantee, its successors and assigns forever, Grantor's interest in that certain parcel of land situated in the County of Lee, State of Florida, together with the responsibility for maintenance, which is more particularly described as follows ("Property"):

**Tract "O-7" of the Miromar Lakes Unit XX – Costa Maggiore – Phase 3 Plat, recorded at Instrument Number 2021000189545, in the Public Records of Lee County, Florida.**

**THIS PROPERTY IS TAKEN SUBJECT TO** real property taxes and assessment for the current and subsequent years and covenants, easements, restrictions and other matters of public record.

**THIS PROPERTY IS CONVEYED SUBJECT TO, AND GRANTOR SPECIFICALLY RESERVES** to Grantor, its successors and assigns, the following: an easement for ingress and egress and easements for right of entry for the safety and welfare of the residents of Miromar Lakes, to abate nuisances and inspect for the purpose of ensuring compliance with the rules and regulations set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for the Miromar Lakes Beach and Golf Club recorded at Book 3343, Page 0294, et seq. of the Public Records of Lee County, Florida, as amended ("Declaration"), on, over and across the Property for the benefit of Grantor, and its employees, members, guests, invitees, agents and contractors as set forth in Article 22 of the Declaration.

*{Remainder of page intentionally left blank. Signatures begin on the next page}*

Grantor has executed this Quitclaim Deed as of the day and year first written above.

**WITNESSES:**

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

\_\_\_\_\_  
Signature of Witness

By: \_\_\_\_\_  
Rich Pomeroy, President

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

**STATE OF FLORIDA  
COUNTY OF LEE**

The foregoing instrument was acknowledged before me by means of ( ) physical presence or ( ) online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by Rich Pomeroy, as President of Miromar Lakes Master Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is ( ) personally known to me or ( ) has produced \_\_\_\_\_ as evidence of identification.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

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

(Type or Print)

My Commission Expires: \_\_\_\_\_

This instrument was prepared by  
and to be returned to:  
Mark W. Geschwendt, Esq.  
Miromar Development Corporation  
10801 Corkscrew Road, Suite 305  
Estero, Florida 33928  
(239) 390-5100

Consideration: \$10.00  
PID No.: 11-46-25-L1-150O5.00CE

Above space reserved for Clerk's office

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**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** is made this \_\_\_\_ day of \_\_\_\_\_, 2024, by **MIROMAR LAKES MASTER ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose mailing address is 10801 Corkscrew Road, Suite 305, Estero, Florida 33928, as grantor ("Grantor"), to **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes, whose mailing address is c/o JP Ward & Associates, LLC, 22301 Northeast 37th Street, Fort Lauderdale, Florida 33308, as grantee ("Grantee").

Grantor, in consideration for the amount of TEN and No/100 (\$10.00) DOLLARS, and good and valuable consideration set forth in this Special Warranty Deed, the receipt of which is acknowledged, grants, bargains, sells, and conveys to Grantee and its successors and assigns forever, all of that certain parcel of land situated in Lee County Florida, and more particularly described as follows ("Property"):

**Tract "O-5" of the Miromar Lakes Unit XVII – Costa Maggiore – Phase I Plat, recorded at Instrument Number 2017000181209, in the Public Records of Lee County, Florida.**

**THIS PROPERTY TAKEN SUBJECT TO** real property taxes and assessment for the current and subsequent years and covenants, easements, restrictions and other matters of public record; applicable comprehensive plans, or elements or portions of them, land development regulations including zoning and subdivision ordinances, development orders, development permits, and other regulations and conditions of all governmental agencies concerning the Property and covenants, easements, restrictions and other matters of public record.

**THIS PROPERTY IS CONVEYED SUBJECT TO, AND GRANTOR SPECIFICALLY RESERVES** to Grantor, its successors and assigns, the following: an easement for ingress and egress and easements for right of entry for the safety and welfare of the residents of Miromar Lakes, to abate nuisances and inspect for the purpose of ensuring compliance with the rules and regulations set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for the Miromar Lakes Beach and Golf Club recorded at Book 3343, Page 0294, et seq. of the Public Records of Lee County, Florida, as amended ("Declaration"), on, over and across the Property for the benefit of Grantor, and its employees, members, guests, invitees, agents and contractors as set forth in Article 22 of the Declaration.

**TOGETHER WITH** all tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, remainder and easements belonging or in any way connected to the Property.

**TO HAVE AND TO HOLD** the same in fee simple forever.

Grantor covenants to Grantee that at the time of delivering this Special Warranty Deed it is lawfully seized of the Property, that it has good right and lawful authority to sell and convey the Property; and Grantor fully warrants the title to the Property, and will defend it against lawful claims of all persons whomsoever claiming by, through or under Grantor but against no others.

*{Remainder of page intentionally left blank. Signatures begin on the next page.}*

Grantor has executed this Special Warranty Deed as of the day and year first written above.

**WITNESSES:**

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

\_\_\_\_\_  
Signature of Witness

By: \_\_\_\_\_  
Rich Pomeroy, President

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

**STATE OF FLORIDA  
COUNTY OF LEE**

The foregoing instrument was acknowledged before me by means of ( ) physical presence or ( ) online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by Rich Pomeroy, as President of Miromar Lakes Master Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is ( ) personally known to me or ( ) has produced \_\_\_\_\_ as evidence of identification.

(SEAL)

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

This instrument was prepared by  
and to be returned to:  
Mark W. Geschwendt, Esq.  
Miromar Development Corporation  
10801 Corkscrew Road, Suite 305  
Estero, Florida 33928  
(239) 390-5100

Consideration: \$10.00  
PID No.: 11-46-25-L1-21007.00CE

Above space reserved for Clerk's office

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**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** is made this \_\_\_\_ day of \_\_\_\_\_, 2024, by **MIROMAR LAKES, LLC**, a Florida limited liability company, whose mailing address is 10801 Corkscrew Road, Suite 305, Estero, Florida 33928, as grantor ("Grantor"), to **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes, whose mailing address is c/o JP Ward & Associates, LLC, 22301 Northeast 37th Street, Fort Lauderdale, Florida 33308, as grantee ("Grantee").

Grantor, in consideration for the amount of TEN and No/100 (\$10.00) DOLLARS, and good and valuable consideration set forth in this Special Warranty Deed, the receipt of which is acknowledged, grants, bargains, sells, and conveys to Grantee and its successors and assigns forever, all of that certain parcel of land situated in Lee County Florida, and more particularly described as follows ("Property"):

**Tract "O-7" of the Miromar Lakes Unit XX – Costa Maggiore – Phase 3 Plat, recorded at Instrument Number 2021000189545, in the Public Records of Lee County, Florida.**

**THIS PROPERTY TAKEN SUBJECT TO** real property taxes and assessment for the current and subsequent years and covenants, easements, restrictions and other matters of public record; applicable comprehensive plans, or elements or portions of them, land development regulations including zoning and subdivision ordinances, development orders, development permits, and other regulations and conditions of all governmental agencies concerning the Property and covenants, easements, restrictions and other matters of public record.

**TOGETHER WITH** all tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, remainder and easements belonging or in any way connected to the Property.

**TO HAVE AND TO HOLD** the same in fee simple forever.

Grantor covenants to Grantee that at the time of delivering this Special Warranty Deed it is lawfully seized of the Property, that it has good right and lawful authority to sell and convey the Property; and Grantor fully warrants the title to the Property, and will defend it against lawful claims of all persons whomsoever claiming by, through or under Grantor but against no others.

*{Remainder of page intentionally left blank. Signatures begin on the next page.}*

Grantor has executed this Special Warranty Deed as of the day and year first written above.

**WITNESSES:**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

**MIROMAR LAKES, LLC,**  
a Florida limited liability company

By: Miromar Development Corporation,  
a Florida corporation  
Its: Sole Member

By: \_\_\_\_\_  
Robert B. Roop, Executive Vice President

**STATE OF FLORIDA**  
**COUNTY OF LEE**

The foregoing instrument was acknowledged before me by means of ( ) physical presence or ( ) online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by Robert B. Roop, as Executive Vice President of Miromar Development Corporation, a Florida corporation, on behalf of the corporation as the sole Member of Miromar Lakes, LLC, a Florida limited liability company, on behalf of the company, who is ( ) personally known to me or ( ) has produced \_\_\_\_\_ as evidence of identification.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

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

(Type or Print)

My Commission Expires: \_\_\_\_\_



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

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(space above this line for recording data)

## **ACCESS AND DRAINAGE EASEMENT**

**THIS ACCESS AND DRAINAGE EASEMENT** (this “**Easement**”) is made and executed as of this \_\_\_\_ day of \_\_\_\_\_, 2024, by **MIROMAR LAKES MASTER ASSOCIATION, INC.**, a Florida not-for-profit corporation (“**Grantor**”) in favor of **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes, whose address is c/o District Manager, JP Ward & Associates, LLC, 22301 Northeast 37th Street, Fort Lauderdale, Florida 33308, its successors and assigns (“**Grantee**”).

### **WITNESSETH:**

Grantor hereby conveys, grants, bargains and sells unto Grantee a perpetual, non-exclusive easement, license and privilege over and across certain lands being located in Lee County, Florida and legally described on **Exhibit “A”** attached hereto and made a part hereof (the “**Easement Area**”) for the following purposes: (i) to construct, operate, maintain, repair and replace stormwater management and drainage facilities, structures, and improvements (collectively, the “**Drainage Facilities**”) as may be, from time to time, located upon or within the Easement Area; and (ii) pedestrian and vehicular ingress and egress over, in, upon, across and through the Easement Area as may be reasonably necessary to effectively utilize the easement rights granted herein relating to the Drainage Facilities and for ingress and egress to and from the Drainage Facilities and/or other utility, stormwater management and drainage facilities owned and/or operated by Grantee (collectively, the “**Easement Activity**”).

Grantor grants to Grantee, its successors and assigns, the right to enter upon the Easement Area, place, excavate, and take materials for the purpose of conducting the Easement Activity pursuant to the terms of this Easement. Grantee will be responsible for maintaining and repairing any Drainage Facilities owned by Grantee within the Easement Area. Following any maintenance, repair, or replacement of the Drainage Facilities in the Easement Area, Grantor will return the Easement Area substantially to its existing condition, e.g. sod and landscape, or repave roadways within the Easement Area. Grantee shall be responsible, at its sole cost and expense, for restoring any damage to the Easement Area caused by Grantee’s negligence or misuse of the Easement Area. Grantor shall in no way interfere with Grantee’s right to enter upon the Easement Area pursuant to the terms of this Easement.

This Easement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the parties hereto.

Grantor warrants that it is lawfully seized in fee simple of the land upon which this Easement is situated and it has good and lawful authority to convey this Easement.

*{Remainder of page intentionally left blank. Signatures begin on next page.}*

IN WITNESSES WHEREOF, Grantor hereby executes this Easement as of the date first written above.

**GRANTOR:**

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

Witnesses:

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Rich Pomeroy, President

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_

STATE OF FLORIDA            )  
  ) ss.  
COUNTY OF LEE            )

The foregoing instrument was acknowledged before me by means of (    ) physical presence or (    ) online notarization, this \_\_\_\_\_ of \_\_\_\_\_, 2024, by Rich Pomeroy, as President of Miromar Lakes Master Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is (    ) personally known to me or (    ) has produced \_\_\_\_\_ as evidence of identification.

(SEAL)

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

**Exhibit “A”**  
**Easement Area**

Tracts “B-3” and “N-5” of the Miromar Lakes Unit XVII – Costa Maggiore – Phase I Plat, recorded at Instrument Number 2017000181209, in the Public Records of Lee County, Florida.

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

---

(space above this line for recording data)

## **ACCESS AND DRAINAGE EASEMENT**

**THIS ACCESS AND DRAINAGE EASEMENT** (this “**Easement**”) is made and executed as of this \_\_\_\_ day of \_\_\_\_\_, 2024, by **COSTA MAGGIORE II HOMEOWNERS’ ASSOCIATION, INC.**, a Florida not-for-profit corporation (“**Grantor**”) in favor of **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes, whose address is c/o District Manager, JP Ward & Associates, LLC, 22301 Northeast 37th Street, Fort Lauderdale, Florida 33308, its successors and assigns (“**Grantee**”).

### **WITNESSETH:**

Grantor hereby conveys, grants, bargains and sells unto Grantee a perpetual, non-exclusive easement, license and privilege over and across certain lands being located in Lee County, Florida and legally described on **Exhibit “A”** attached hereto and made a part hereof (the “**Easement Area**”) for the following purposes: (i) to construct, operate, maintain, repair and replace stormwater management and drainage facilities, structures, and improvements (collectively, the “**Drainage Facilities**”) as may be, from time to time, located upon or within the Easement Area; and (ii) pedestrian and vehicular ingress and egress over, in, upon, across and through the Easement Area as may be reasonably necessary to effectively utilize the easement rights granted herein relating to the Drainage Facilities and for ingress and egress to and from the Drainage Facilities and/or other utility, stormwater management and drainage facilities owned and/or operated by Grantee (collectively, the “**Easement Activity**”).

Grantor grants to Grantee, its successors and assigns, the right to enter upon the Easement Area, place, excavate, and take materials for the purpose of conducting the Easement Activity pursuant to the terms of this Easement. Grantee will be responsible for maintaining and repairing any Drainage Facilities owned by Grantee within the Easement Area. Following any maintenance, repair, or replacement of the Drainage Facilities in the Easement Area, Grantor will return the Easement Area substantially to its existing condition, e.g. sod and landscape, or repave roadways within the Easement Area. Grantee shall be responsible, at its sole cost and expense, for restoring any damage to the Easement Area caused by Grantee’s negligence or misuse of the Easement Area. Grantor shall in no way interfere with Grantee’s right to enter upon the Easement Area pursuant to the terms of this Easement.

This Easement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the parties hereto.

Grantor warrants that it is lawfully seized in fee simple of the land upon which this Easement is situated and it has good and lawful authority to convey this Easement.

*{Remainder of page intentionally left blank. Signatures begin on next page.}*

IN WITNESSES WHEREOF, Grantor hereby executes this Easement as of the date first written above.

**GRANTOR:**

**COSTA MAGGIORE II HOMEOWNERS'  
ASSOCIATION, INC.,**  
a Florida not-for-profit corporation

Witnesses:

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Rich Famigliatti, President

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_

STATE OF FLORIDA            )  
  ) ss.  
COUNTY OF LEE            )

The foregoing instrument was acknowledged before me by means of (    ) physical presence or (    ) online notarization, this \_\_\_\_\_ of \_\_\_\_\_, 2024, by Rich Famigliatti, as President of Costa Maggiore II Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is (    ) personally known to me or (    ) has produced \_\_\_\_\_ as evidence of identification.

(SEAL)

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

**Exhibit “A”**  
**Easement Area**

Tracts “N-6” and “N-7” of the Miromar Lakes Unit XVII – Costa Maggiore – Phase I Plat, recorded at Instrument Number 2017000181209, in the Public Records of Lee County, Florida.

and

Tract “R-3” of the Miromar Lakes Unit XVII – Costa Maggiore – Phase I Plat, recorded at Instrument Number 2017000181209, in the Public Records of Lee County, Florida.

and

Tract “R-4” of the Miromar Lakes Unit XX – Costa Maggiore – Phase 3 Plat, recorded at Instrument Number 2021000189545, in the Public Records of Lee County, Florida.

This instrument was prepared  
without an opinion of title and  
after recording return to:  
Mark W. Geschwendt, Esq.  
Miromar Development Corporation  
10801 Corkscrew Road, Suite 305  
Estero, Florida 33928

---

(space above this line for recording data)

## **ASSIGNMENT OF DEDICATIONS**

**THIS ASSIGNMENT OF DEDICATIONS** (this “**Assignment**”) is made and executed this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by **COSTA MAGGIORE II HOMEOWNERS’ ASSOCIATION, INC.**, a Florida not-for-profit corporation (“**Assignor**”) in favor of **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes (“**Assignee**”).

Assignor grants, conveys, assigns, transfers to Assignee, its legal representatives, successors and assigns for the purpose of providing public facilities including, without limitation, water management, drainage and utilities within the Miromar Lakes Community Development District (but expressly reserving the right of Assignor to utilize and benefit from any dedicated easements described) the right, title and interest that Assignor has or may have under the laws of the State of Florida or otherwise in, to, and under, each of the dedications identified on Exhibit “A” attached and incorporated by reference (the “**Dedications**”). The Assignment will not be construed to assign any maintenance obligations to Assignee; provided, however, that Assignee will be obligated to maintain any facilities or improvements owned (or in the future owned) by Assignee within the Dedications unless and until the facilities or improvements are transferred to another local unit of government assuming ownership and maintenance responsibility.

Assignor assigns the Dedications to Assignee, its legal representatives, successors and assigns to and for its use forever with the right of substitution and subrogation to Assignee in and to all covenants and warranties given or made with respect to the Dedications or any part of the Dedications to the extent the covenants and warranties are assignable or can be enforced, at Assignee’s expense, and for Assignee’s benefit.

Assignor, for itself and its legal representatives, successors and assigns, covenants to Assignee, its legal representatives, successors and assigns that (1) Assignor is the lawful owner of the Dedications; (2) the Dedications are free from all encumbrances; (3) Assignor has good right to assign the Dedications; and (4) it will warrant and defend this Assignment of Dedications to Assignee, its legal representatives, successors and assigns against lawful claims and demands of all persons and entities.

*{Remainder of page intentionally left blank. Signatures appear on next page.}*

Assignor has caused this Assignment to be executed as of the date first written above.

**ASSIGNOR:**

**COSTA MAGGIORE II HOMEOWNERS'  
ASSOCIATION, INC.,**  
a Florida not-for-profit corporation

Witnesses:

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Rich Famigliatti, President

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_

STATE OF FLORIDA            )  
  ) ss.  
COUNTY OF LEE            )

The foregoing instrument was acknowledged before me by means of (    ) physical presence or (    ) online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by Rich Famigliatti, as President of Costa Maggiore II Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is (    ) personally known to me or (    ) has produced \_\_\_\_\_ as evidence of identification

(SEAL)

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



### **Exhibit “A”**

Those certain Drainage Easements (D.E.) in Tract “N-5” of the Miromar Lakes Unit XVII – Costa Maggiore – Phase I Plat, recorded at Instrument Number 2017000181209, in the Public Records of Lee County, Florida.

This instrument was prepared  
without an opinion of title and  
after recording return to:  
Mark W. Geschwendt, Esq.  
Miromar Development Corporation  
10801 Corkscrew Road, Suite 305  
Estero, Florida 33928

---

(space above this line for recording data)

## **ASSIGNMENT OF DEDICATIONS**

**THIS ASSIGNMENT OF DEDICATIONS** (this “**Assignment**”) is made and executed this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by **MIROMAR LAKES MASTER ASSOCIATION, INC.**, a Florida not-for-profit corporation (“**Assignor**”) in favor of **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes (“**Assignee**”).

Assignor grants, conveys, assigns, transfers to Assignee, its legal representatives, successors and assigns for the purpose of providing public facilities including, without limitation, water management, drainage and utilities within the Miromar Lakes Community Development District (but expressly reserving the right of Assignor to utilize and benefit from any dedicated easements described) the right, title and interest that Assignor has or may have under the laws of the State of Florida or otherwise in, to, and under, each of the dedications identified on Exhibit “A” attached and incorporated by reference (the “**Dedications**”). The Assignment will not be construed to assign any maintenance obligations to Assignee; provided, however, that Assignee will be obligated to maintain any facilities or improvements owned (or in the future owned) by Assignee within the Dedications unless and until the facilities or improvements are transferred to another local unit of government assuming ownership and maintenance responsibility.

Assignor assigns the Dedications to Assignee, its legal representatives, successors and assigns to and for its use forever with the right of substitution and subrogation to Assignee in and to all covenants and warranties given or made with respect to the Dedications or any part of the Dedications to the extent the covenants and warranties are assignable or can be enforced, at Assignee’s expense, and for Assignee’s benefit.

Assignor, for itself and its legal representatives, successors and assigns, covenants to Assignee, its legal representatives, successors and assigns that (1) Assignor is the lawful owner of the Dedications; (2) the Dedications are free from all encumbrances; (3) Assignor has good right to assign the Dedications; and (4) it will warrant and defend this Assignment of Dedications to Assignee, its legal representatives, successors and assigns against lawful claims and demands of all persons and entities.

*{Remainder of page intentionally left blank. Signatures appear on next page.}*

Assignor has caused this Assignment to be executed as of the date first written above.

**ASSIGNOR:**

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

Witnesses:

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Rich Pomeroy, President

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_

STATE OF FLORIDA            )  
  ) ss.  
COUNTY OF LEE            )

The foregoing instrument was acknowledged before me by means of (    ) physical presence or (    ) online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by Rich Pomeroy, as President of Miromar Lakes Master Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is (    ) personally known to me or (    ) has produced \_\_\_\_\_ as evidence of identification

(SEAL)

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

### **Exhibit “A”**

Those certain Lake Maintenance Easements (L.M.E.) located in Lots 1 through 11 and adjacent to Tract “O-4” of the Miromar Lakes Unit XVII – Costa Maggiore – Phase I Plat, recorded at Instrument Number 2017000181209, in the Public Records of Lee County, Florida.

and

Those certain Lake Maintenance Easements (L.M.E.) located adjacent to Tract “O-5” of the Miromar Lakes Unit XVII – Costa Maggiore – Phase I Plat, recorded at Instrument Number 2017000181209, in the Public Records of Lee County, Florida.

and

Those certain Drainage Easements (D.E.) located adjacent to Tract “O-5” of the Miromar Lakes Unit XVII – Costa Maggiore – Phase I Plat, recorded at Instrument Number 2017000181209, in the Public Records of Lee County, Florida.

and

That certain Drainage Easement (D.E.) located within Tract “O-5” of the Miromar Lakes Unit XVII – Costa Maggiore – Phase I Plat, recorded at Instrument Number 2017000181209, in the Public Records of Lee County, Florida.

and

Those certain Lake Maintenance Easements (L.M.E.) located in Lots 15 through 22 and adjacent to Tract “O-7” of the Miromar Lakes Unit XX – Costa Maggiore – Phase 3 Plat, recorded at Instrument Number 2021000189545, in the Public Records of Lee County, Florida.

and

That certain Drainage Easement (D.E.) located within Tract “O-7” of the Miromar Lakes Unit XX – Costa Maggiore – Phase 3 Plat, recorded at Instrument Number 2021000189545, in the Public Records of Lee County, Florida.

## RESOLUTION 2025-2

**THE RESOLUTION OF THE MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") AMENDING THE FISCAL YEAR 2025 BUDGET WHICH BEGAN ON OCTOBER 1, 2024, AND ENDS ON SEPTEMBER 30, 2025; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR CONFLICT AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District previously adopted the Fiscal Year 2025 Budget; and

**WHEREAS**, the District desires to amend the adopted Fiscal Year 2025 Budget in accordance with Exhibit A attached hereto.

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

**SECTION 1. INCORPORATION OF RECITALS.** That the foregoing recitals are true and correct and incorporated herein as if written into this Section.

**SECTION 2. AMENDMENT OF FISCAL YEAR 2025 BUDGET.** The previously adopted Budget of the District is hereby amended in accordance with Exhibit A attached hereto and incorporated herein as if written into this Section.

**SECTION 3. SUPPLEMENTAL APPROPRIATION.** The District Manager shall have the authority within the General Fund to authorize the transfer of any appropriation or any portion thereof, provided such transfer does not have the effect of increasing the total budget appropriations (Expenses) for Fiscal Year 2025.

**SECTION 4. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 5. CONFLICT.** That all Sections or parts of Sections of any Resolutions, Agreements, or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

**SECTION 6. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the Miromar Lakes Community Development District.

**PASSED AND ADOPTED** by the Board of Supervisors of the Miromar Lakes Community Development District this 14<sup>th</sup> day of November 2024.

ATTEST:

**MIROMAR LAKES  
COMMUNITY DEVELOPMENT DISTRICT**

---

James P. Ward, Secretary

---

Alan Refkin, Chairperson

**Miromar Lakes  
Community Development District**

**General Fund - Budget  
Fiscal Year 2025**

Description	Fiscal Year 2025 Budget	Notes
<b>Revenues and Other Sources</b>		
Cash Carryforward	\$ -	NO Cash required from prior year to fund Operations
Miscellaneous Revenue	\$ -	
Interest Income - General Account	\$ -	Interest on General Bank Account
<b>Special Assessment Revenue</b>		
Special Assessment - On-Roll	\$ 1,004,886	Assessments from Resident Owners
Special Assessment - Off-Roll	\$ 183,987	Assessment from Developer
Misc. Revenue (Easement Encroachments)	\$ -	
<b>Total Revenue &amp; Other Sources</b>	<b>\$ 1,188,873</b>	
<b>Expenditures and Other Uses</b>		
<b>Legislative</b>		
Board of Supervisor's Fees	\$ 12,000	Statutory Required Fees
Board of Supervisor's - FICA	\$ 918	FICA Required for Board Fees
<b>Executive</b>		
Professional Management	\$ 44,100	District Manager Contract
<b>Financial and Administrative</b>		
Audit Services	\$ 3,900	Statutory required audit yearly
Accounting Services (Amort Schedules)	\$ -	
Assessment Roll Preparation	\$ 18,000	Statutory required maintenance of owner's par debt outstanding and
Arbitrage Rebate Fees	\$ 1,000	IRS Required Calculation to insure interest on bond funds does not exceed
<b>Other Contractual Services</b>		
Recording and Transcription	\$ -	Transcription of Board Meetings
Legal Advertising	\$ 3,500	Statutory Required Legal Advertising
Trustee Services	\$ 10,000	Trustee Fees for Bonds
Dissemination Agent Services	\$ -	
Property Appraiser & Tax Collector Fees	\$ 1,300	Fees to place assessment on the tax bills
Bank Service Fees	\$ 250	Fees required to maintain bank account
<b>Travel and Per Diem</b>	\$ -	
<b>Communications and Freight Services</b>		
Telephone	\$ -	
Postage, Freight & Messenger	\$ 2,000	Mailing and postage
Website Maintenance	\$ 600	Statutory Maintenance of District Web site
<b>Insurance</b>	\$ 18,000	General Liability and D&O Liability Insurance
<b>Printing and Binding</b>	\$ 1,600	Agenda books and copies
<b>Other Current Charges</b>		
Office Supplies	\$ -	
Subscriptions and Memberships	\$ 175	Statutory fee to Department of Economic Opportunity
<b>Legal Services</b>		

**Community Development District**

**General Fund - Budget  
Fiscal Year 2025**

Description	Fiscal Year 2025 Budget	Notes
General Counsel	\$ 18,000	District Attorney
Easement Encroachments		District Attorney - Fees for Legal documents for Easements
<b>Other General Government Services</b>		
Engineering Services		
General Services	\$ 8,000	District Engineer
Asset Maps/Cost Estimates	\$ -	Engineer/Asset Manager
Asset Administrative Services	\$ 12,500	General Services (Asset Manager)
Easement Encroachments	\$ -	
Contingencies	\$ -	
<b>Sub-Total:</b>	<b>\$ 155,843</b>	
<b>Stormwater Management Services</b>		
Professional Services		
Asset Management	\$ 57,500	District Asset Manager
NPDES	\$ 3,500	Regulatory Reporting for Wetlands
Utility Services		
Electric - Aeration System	\$ 6,500	Electric Service for Fountain
Repairs & Maintenance		
Lake System		
Aquatic Weed Control	\$ 80,000	Periodic spraying of lakes
Lake Bank Maintenance	\$ 2,500	Periodic maintenance of lake banks
Water Quality Reporting & Testing	\$ 19,000	Periodic Reporting & Testing (3 times/year)
Water Control Structures	\$ 28,000	Yearly Cleaning of all Water Control Structures
Grass Carp Installation	\$ -	N/A for FY 2024
Littoral Shelf Planting	\$ -	None Required for FY 2024
Cane Toad Removal	\$ 37,000	Remove Lake Larvae/toads & exterminate
Midge Fly Control	\$ 35,000	Spraying of lakes to control insects - anticipate 4 treatments/year
Aeration System	\$ 8,000	Periodic Maintenance of Aeration systems
Fish Re-Stocking Plan	\$ 98,000	Year 2 of Fisheries Restocking
Contingencies	\$ 15,375	5% of Lake System Repairs & Maintenance
Wetland System		
Routine Maintenance	\$ 54,000	Periodic Maint. - remove exotic materials from wetlands/detention areas
Water Quality Testing	\$ -	
Contingencies	\$ 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	\$ 101,100	See Capital Improvements for Detail
Turbidity Screens	\$ -	See Capital Improvements for Detail
Erosion Restoration	\$ -	See Capital Improvements for Detail

**Community Development District**

**General Fund - Budget  
Fiscal Year 2025**

Description	Fiscal Year 2025 Budget	Notes
Video Stormwater Pipes/Repairs	\$ 45,000	See Capital Improvements for Detail
Detention Area Restorations	\$ -	See Capital Improvements for Detail
Contingencies	\$ -	Moved to Reserves & Contingencies for Overall Operations
<b>Sub-Total:</b>	<b>\$ 593,175</b>	
<b>Other Current Charges</b>		
Hendry County Panther Habitat Taxes	\$ -	No Assessment FY 2022 & 2023
<b>Sub-Total:</b>	<b>\$ -</b>	
<b>Reserves &amp; Contingencies</b>		
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
Capital/Operations	\$ 399,660	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
<b>Sub-Total:</b>	<b>\$ 399,660</b>	
<b>Other Fees and Charges</b>		
Discount for Early Payment	\$ 40,195	4% Discounts property owner's if paying taxes in November.
<b>Sub-Total:</b>	<b>\$ 40,195</b>	
<b>Total Expenditures and Other Uses</b>	<b>\$ 1,188,873</b>	
<b>Change from Current Year Operations</b>	<b>\$ -</b>	Cash Over (Short) at Fiscal Year End
<b>Fund Balance :</b>		
Capital/Operations Reserves	\$ 1,773,408	Long Term Capital Planning - Balance of Funds Remaining
1st - 2.5 Months Operations	\$ 164,419	Required to meet Cash Needs until Assessment Rec'd.
<b>Total Fund Balance</b>	<b>\$ 1,937,828</b>	

**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 2025 Budget				Notes
<b>General Fund - Operations</b>					
Sold property on roll	1358	\$	481.04	\$	455.07
Developer units off roll	259	\$	463.21	\$	<b>438.28</b>
<b>Total:</b>	<b>1617</b>				
<b>Capital/Operations</b>					
Sold property on roll	1358	\$	258.93		284.91
Developer units off roll	259	\$	247.16		272.1
<b>Total:</b>	<b>1617</b>				
<b>Total Assessment</b>					
Sold property on roll	1358	\$	739.98	\$	739.98
Developer units off roll	259	\$	710.38		710.38
<b>Total:</b>	<b>1617</b>				

# **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**

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

Prepared For:  
James Ward  
District Manager

Prepared By:



Calvin, Giordano & Associates, Inc.

---

**A SAFEbuilt® COMPANY**

CGA Project No. 13-5692  
October 1, 2024

**MIROMAR LAKES  
COMMUNITY DEVELOPMENT DISTRICT**

**TABLE OF CONTENTS**

I. PURPOSE ..... 3

II. CURRENT ASSET UPDATES ..... 3

III. LOCATION MAP.....7

**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***

- CDD staff has been in contact with the storm drain vendor to provide inspection reports on the entire drainage system. The inspections are taking place, but we will not have the findings and report until next month.
- Lake 6D aeration system was not running properly upon investigation from the CDD staff. The GFCI outlet had tripped causing the system not to have power to run. Electrical vendor replaced the reciprocal, and the aeration system is up and running properly again.
- On Miromar Lakes Pkwy the CDD staff was made aware of a section of riprap that had washed out. Corrective action of adding more riprap will be installed in the near future.
- **Shoreline weeds:** Shoreline weeds were treated in lakes 6I, 6J ,6M, 6N, 6R, 6L, 6P, 6F, and 6O. Targets included mostly torpedo grass, sedge, cattails, and vines. Growth was mainly targeted along the community lakes since the golf course was too wet to drive on. Next month the tech will review and treat the golf course lakes as necessary.
- **Submersed vegetation:** Illinois pondweed was treated in Lake 5-6 to reduce growth that was surfacing out along the east side.
- Water levels are high for this time of year.
- The marine naiad treatments around the peninsula area went well.
- Additional water was collected for quality evaluation. If there are any notable findings the Asset Manager will provide an update.



*Lake 6D aeration system running properly*



*New GFCI reciprocal installed.*



*Wash out of the riprap*



*Wash out of the riprap*

## **2. Landscaping – Retention Area and Vegetative Buffer**

- With heavy rainfall this month the retention and wetland areas have not shown any signs of flooding.
- Wetland areas on Isola Bella bridge have been well maintained thus far. During frequent site visits during the month, there has been no debris, or overgrowth in any of the vegetation. Asset Manager will visit more frequently after Hurricane Helene to make sure everything is in proper standing.
- Retention areas in Lugano, south of Verona Lago Dr, and south of Visconti Cir are being maintained properly. Frequent site visits have shown no debris lingering in the area and no signs of overgrown vegetation. Asset Manager will continue to inspect retention areas frequently.

## **3. Fishier**

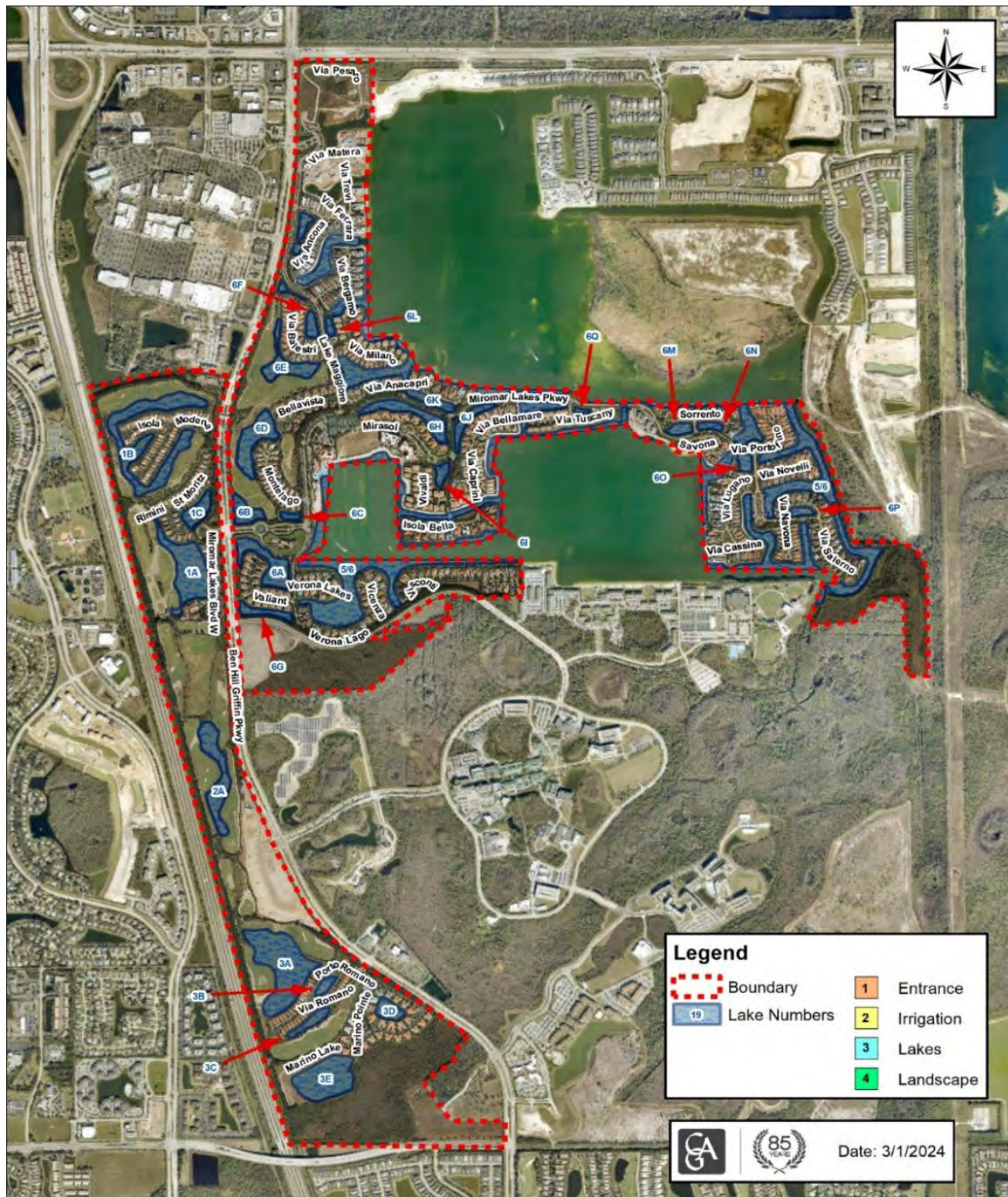
- The lake is trending the same as last month.
- The marine naiad treatments around the peninsula area went well.
- Fishery vendor collected additional water quality. Once the vendor reviews the results, they will provide us with an update regarding any notable findings.

## **4. Corrective Actions**

- Spike rush, 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.
- Continuous monitoring from the Asset Manager regarding the riprap in areas. Especially with Hurricane Helene affecting the area, extra attention will be made.
- Having the drainage vendor inspect the entire drainage system throughout the community any flooding issues that may be present.



### III. LOCATION MAP



## Miromar Lakes CDD - Engineer's Report Asset Map





# Miromar Lakes CDD Waterway Inspection Report

---

**Reason for Inspection:** Routine Scheduled

**Inspection Date:** 2024-10-31

**Prepared for:**

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

**Prepared by:**

Bailey Hill, Aquatic Specialist

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

TABLE OF CONTENTS

	Pg
SITE ASSESSMENTS	
PONDS 1A 1B 1C	3
PONDS 2A 3A 3B	4
PONDS 3C 6A 6B	5
PONDS 6C 6D 6E	6
PONDS 6F 6G 6H	7
PONDS 6I 6J 6K	8
PONDS 6L 6M 6N	9
PONDS 6O 6P 6R	10
PONDS 5/6-1 5/6-2 5/6-3	11
PONDS 5/6-4	12
MANAGEMENT/COMMENTS SUMMARY	12, 13
SITE MAP	14, 15

**Site: 1A****Comments:**

Site looks good

Shoreline is well maintained.  
Algae and submersed vegetation  
are at controlled levels.

**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific

**Site: 1B****Comments:**

Site looks good

Shoreline is well maintained.  
Algae and submersed vegetation  
are at controlled levels.

**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific

**Site: 1C****Comments:**

Site looks good

Shoreline is well maintained.  
Algae and submersed vegetation  
are at controlled levels.

**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific

## Site: 2A

### Comments:

Site looks good  
Shoreline is well maintained.  
Algae and submersed vegetation  
are at controlled levels.



### Action Required:

Routine maintenance next visit

### Target:

Species non-specific

## Site: 3A

### Comments:

Site looks good  
Shoreline is well maintained.  
Algae and submersed vegetation  
are at controlled levels.



### Action Required:

Routine maintenance next visit

### Target:

Species non-specific

## Site: 3B

### Comments:

Site looks good  
Shoreline is well maintained.  
Algae and submersed vegetation  
are at controlled levels.



### Action Required:

Routine maintenance next visit

### Target:

Species non-specific



## Site: 3C

### Comments:

Site looks good  
Shoreline is well maintained.  
Algae and submersed are at controlled levels.



### Action Required:

Routine maintenance next visit

### Target:

Species non-specific

## Site: 6A

### Comments:

Treatment in progress  
Torpedo grass around the perimeter of the lake needs to be treated. Algae and submerged vegetation are at controlled levels.



### Action Required:

Routine maintenance next visit

### Target:

Torpedograss

## Site: 6B

### Comments:

Normal growth observed  
Shoreline is well maintained.  
Torpedo grass observed above high water mark due to high water levels. Algae and submersed vegetation are at controlled levels.



### Action Required:

Routine maintenance next visit

### Target:

Species non-specific

## Site: 6C

### Comments:

Normal growth observed

Shoreline is well maintained.  
Minor torpedo grass observed.  
Fallen palm fronds observed in western littoral area. Algae and submersed are at controlled levels.

### Action Required:

Routine maintenance next visit

### Target:

Torpedograss



## Site: 6D

### Comments:

Site looks good

Shoreline is well maintained.  
Algae and submersed vegetation are at controlled levels.

### Action Required:

Routine maintenance next visit

### Target:

Species non-specific



## Site: 6E

### Comments:

Site looks good

Shoreline is well maintained.  
Algae and submersed vegetation are at controlled levels.

### Action Required:

Routine maintenance next visit

### Target:

Species non-specific





## Site: 6F

### Comments:

Normal growth observed

Torpedograss around the perimeter needs treatment. Algae and submersed are at controlled levels.

### Action Required:

Routine maintenance next visit

### Target:

Shoreline weeds



## Site: 6G

### Comments:

Treatment in progress

Algae observed between shoreline and littoral plants on western side of lake. Torpedo grass along the shoreline has shown evidence of treatment

### Action Required:

Routine maintenance next visit

### Target:

Surface algae



## Site: 6K

### Comments:

Requires attention

Selective treatment needed for torpedo grass within littoral shelf

### Action Required:

Routine maintenance next visit

### Target:

Torpedograss



## Site: 6I

### Comments:

Normal growth observed

Shoreline is well maintained.  
Algae and submerged vegetation  
are at controlled levels.

### Action Required:

Routine maintenance next visit

### Target:

Species non-specific



## Site: 6J

### Comments:

Normal growth observed

Shoreline is well maintained.  
Submerged vegetation observed  
in the southern section of the lake.

### Action Required:

Routine maintenance next visit

### Target:

Submersed vegetation



## Site: 6H

### Comments:

Normal growth observed

Shoreline is well maintained.  
Minor growth observed within the  
littorals. Algae and submersed are  
controlled.

### Action Required:

Routine maintenance next visit

### Target:

Torpedograss





## Site: 6L

### Comments:

Requires attention

Torpedo grass within the littorals needs to be selectively treated. Algae observed on the southern side of the lake.

### Action Required:

Routine maintenance next visit

### Target:

Torpedograss



## Site: 6M

### Comments:

Site looks good

Shoreline is well maintained. Algae and submersed vegetation are at controlled levels.

### Action Required:

Routine maintenance next visit

### Target:

Species non-specific



## Site: 6N

### Comments:

Site looks good

Shoreline is well maintained. Algae and submersed vegetation are at controlled levels. Grass clip pings were observed in lake

### Action Required:

Routine maintenance next visit

### Target:

Species non-specific



**Site: 6O****Comments:**

Site looks good

Shoreline is well maintained.  
Algae and submerged vegetation  
are at controlled levels

**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific

**Site: 6P****Comments:**

Normal growth observed

Shoreline is well maintained.  
Algae and submersed vegetation  
are at controlled levels.

**Action Required:**

Routine maintenance next visit

**Target:**

Torpedograss

**Site: 6R****Comments:**

Normal growth observed

Shoreline grasses and weeds are  
at controlled levels. Planktonic  
algae present in lake

**Action Required:**

Routine maintenance next visit

**Target:**

Planktonic algae



## Site: 5/6-1

### Comments:

Site looks good

Shoreline is well maintained.  
Algae and submersed vegetation  
are at controlled levels.



### Action Required:

Routine maintenance next visit

### Target:

Species non-specific

## Site: 5/6-2

### Comments:

Site looks good

Shoreline is well maintained.  
Algae and submersed vegetation  
are at controlled levels.



### Action Required:

Routine maintenance next visit

### Target:

Species non-specific

## Site: 5/6-3

### Comments:

Site looks good

Shoreline is well maintained.  
Algae and submersed vegetation  
are at controlled levels.



### Action Required:

Routine maintenance next visit

### Target:

Species non-specific

**Site:** 5/6-4**Comments:**

Site looks good

Shoreline is well maintained. Algae and submersed vegetation are at controlled levels.

**Action Required:**

Routine maintenance next vis

**Target:**

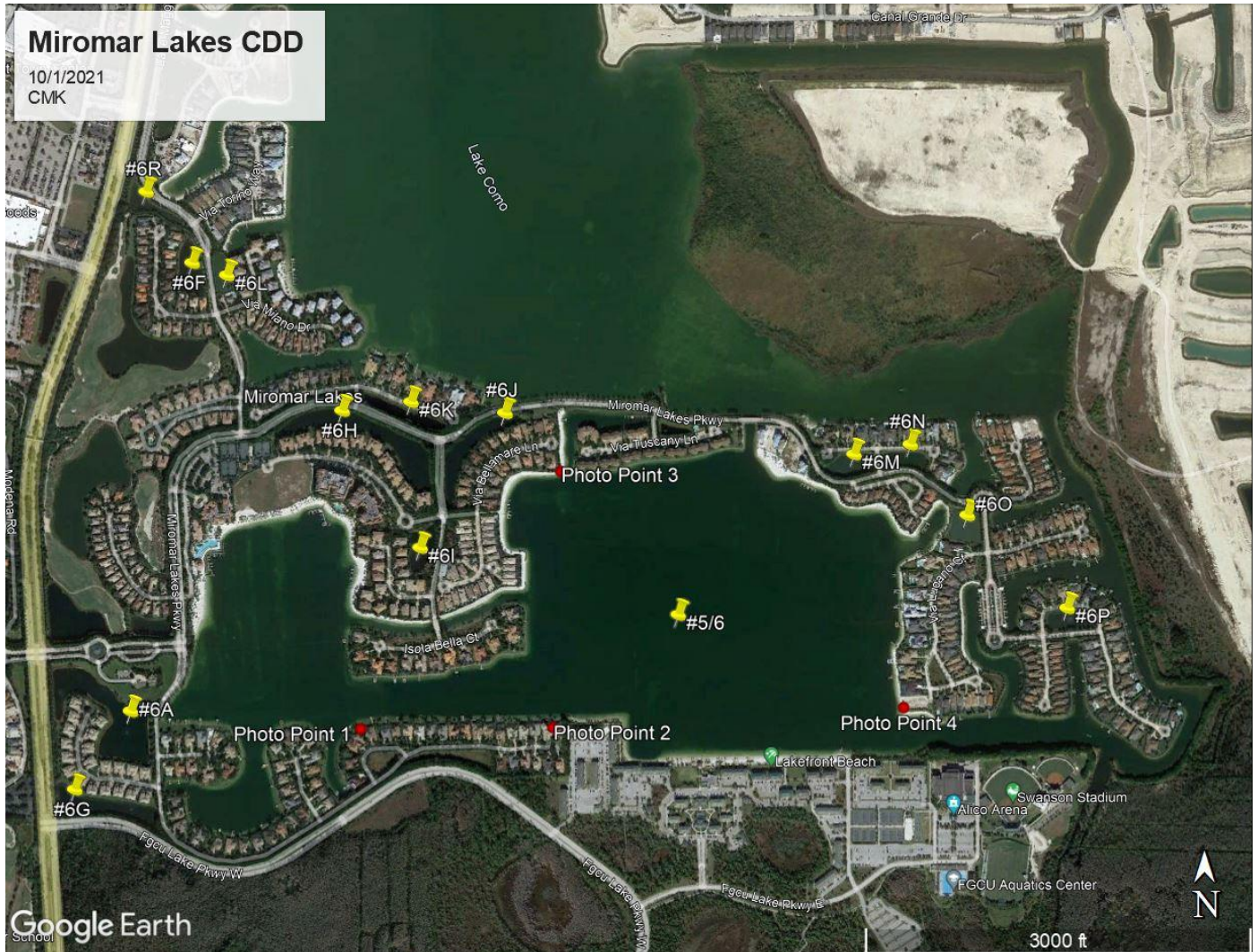
Species non-specific

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

- Overall the lakes are in good condition. The community lakes and the golf course is well maintained. Only minor algae accumulation was spotted in a few lakes. Submersed growth was minimal overall. Most of the lakes that need treatment have minor weed growth within the littorals.
- Thalia trimming was conducted in the Isola Bella detention areas. A removal was conducted in lake #6I in front of the cypress trees.
- Next inspection report will be conducted January 2025.

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



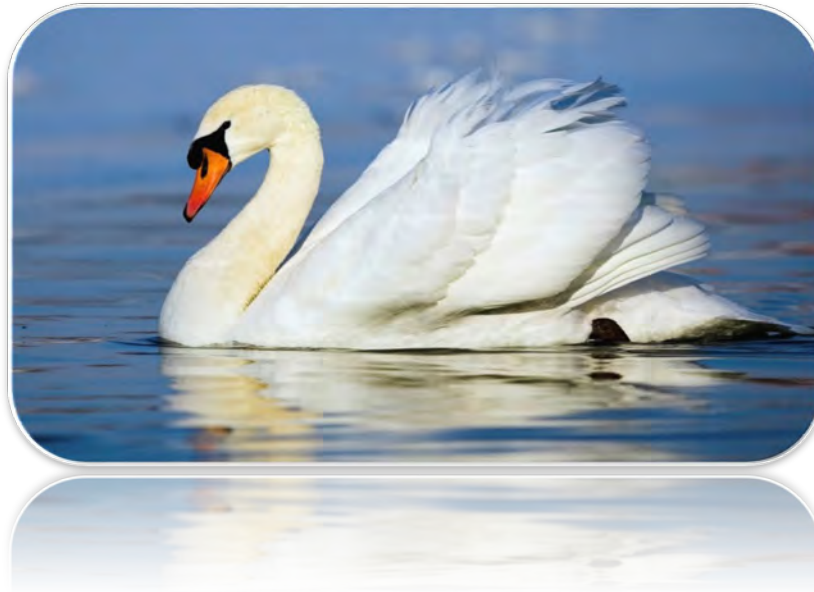






# **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**

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## **FINANCIAL STATEMENTS – SEPTEMBER 2024**

**FISCAL YEAR 2024 - UNAUDITED**

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**PREPARED BY:**

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

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



*Miromar Lakes Community Development District*

*Table of Contents*

<i>Balance Sheet – All Funds</i>	<i>1-2</i>
<i>Statement of Revenue, Expenditures and Changes in Fund Balance</i>	
<i>General Fund</i>	<i>3-5</i>
<i>Debt Service Fund</i>	
<i>Series 2015</i>	<i>6</i>
<i>Series 2022</i>	<i>7</i>

***The September 30, 2024 Financial Statements  
are Subject to Audit.***

*JPWard & Associates, LLC*

2301 NORTHEAST 37 STREET  
FORT LAUDERDALE,  
FLORIDA 33308

**Miromar Lakes Community Development District**  
**Balance Sheet**  
**for the Period Ending September 30, 2024**

	Governmental Funds						Totals (Memorandum Only)
	Debt Service Funds			Account Groups			
	General Fund	Series 2015	Series 2022	General Long Term Debt	General Fixed Assets		
Assets							
Cash and Investments							
General Fund - Invested Cash	\$ 1,594,363	\$ -	\$ -	\$ -	\$ -	\$ 1,594,363	
Debt Service Fund							
Interest Account	-	-	-	-	-	-	
Sinking Account	-	-	-	-	-	-	
Reserve Account	-	452,250	-	-	-	452,250	
Revenue	-	548,750	186,799	-	-	735,549	
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	-	-	-	1,187,799	-	1,187,799	
Amount to be Provided by Debt Service Funds	-	-	-	12,147,201	-	12,147,201	
Investment in General Fixed Assets (net of depreciation)	-	-	-	-	33,642,529	33,642,529	
Total Assets	\$ 1,594,363	\$ 1,001,000	\$ 186,799	\$ 13,335,000	\$ 33,642,529	\$ 49,759,691	

**Miromar Lakes Community Development District**  
**Balance Sheet**  
**for the Period Ending September 30, 2024**

Governmental Funds						
	Debt Service Funds			Account Groups		Totals
	General Fund	Series 2015	Series 2022	General Long Term Debt	General Fixed Assets	(Memorandum Only)
Liabilities						
Accounts Payable & Payroll Liabilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Due to Other Funds						
General Fund	-	-	-	-	-	-
Debt Service Fund(s)	-	-	-	-	-	-
Other Developer	-	-	-	-	-	-
Bonds Payable						
Current Portion (Due within 12 months)						
Series 2015	-	-	-	535,000	-	535,000
Series 2022	-	-	-	650,000	-	650,000
Long Term						
Series 2015	-	-	-	7,095,000	-	7,095,000
Series 2022	-	-	-	5,055,000	-	5,055,000
Total Liabilities	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 13,335,000</u>	<u>\$ -</u>	<u>\$ 13,335,000</u>
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	-	35,665	22,669	-	-	58,335
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	543,656	-	-	-	-	543,656
Total Fund Equity and Other Credits	<u>\$ 1,594,363</u>	<u>\$ 1,001,000</u>	<u>\$ 186,799</u>	<u>\$ -</u>	<u>\$ 33,642,529</u>	<u>\$ 36,424,691</u>
Total Liabilities, Fund Equity and Other Credits						
	<u>\$ 1,594,363</u>	<u>\$ 1,001,000</u>	<u>\$ 186,799</u>	<u>\$ 13,335,000</u>	<u>\$ 33,642,529</u>	<u>\$ 49,759,691</u>

Prepared by:

Unaudited

**JPWARD and Associates, LLC**

**Miromar Lakes Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through September 30, 2024**

Description	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date	Total Annual Budget	% of Budget
<b>Revenue and Other Sources</b>															
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Interest															
Interest - General Checking	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
<b>Special Assessment Revenue</b>															
Special Assessments - On-Roll	2,741	220,479	616,438	38,200	32,479	9,497	25,897	8,790	4,684	13,940	-	-	973,145	1,007,091	97%
Special Assessments - Off-Roll	45,253	-	-	45,253	-	-	45,253	-	-	45,253	-	-	181,010	181,010	100%
<b>Miscellaneous Revenue</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Easement Encroachments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Intragovernmental Transfer In	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
<b>Total Revenue and Other Sources:</b>	<b>\$ 47,993</b>	<b>\$ 220,479</b>	<b>\$ 616,438</b>	<b>\$ 83,452</b>	<b>\$ 32,479</b>	<b>\$ 9,497</b>	<b>\$ 71,150</b>	<b>\$ 8,790</b>	<b>\$ 4,684</b>	<b>\$ 59,193</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,154,155</b>	<b>\$ 1,188,102</b>	<b>97%</b>
<b>Expenditures and Other Uses</b>															
<b>Legislative</b>															
Board of Supervisor's - Fees	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000	12,000	100%
Board of Supervisor's - Taxes	77	77	77	77	77	77	77	77	77	77	77	77	918	918	100%
<b>Executive</b>															
Professional Management	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	42,000	42,000	100%
<b>Financial and Administrative</b>															
Audit Services	-	-	3,800	-	-	-	-	-	-	-	-	-	3,800	4,500	84%
Accounting Services	-	-	-	-	-	-	-	-	-	-	750	750	1,500	-	N/A
Assessment Roll Services	1,500	1,500	10,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	750	750	25,500	18,000	142%
Arbitrage	-	-	500	-	-	-	-	500	-	-	-	-	1,000	1,000	100%
Bond Re-amortization	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
<b>Other Contractual Services</b>															
Legal Advertising	-	-	252	-	259	-	-	-	225	-	-	3,829	4,565	1,200	380%
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%
<b>Travel and Per Diem</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
<b>Communications &amp; Freight Services</b>															
Postage, Freight & Messenger	70	68	70	77	-	-	77	-	97	77	-	77	613	300	204%
<b>Insurance</b>	17,300	-	-	-	-	-	-	-	-	-	-	-	17,300	8,100	214%
<b>Printing &amp; Binding</b>	-	293	-	173	185	-	238	310	259	286	192	-	1,936	300	645%
<b>Website Maintenance</b>	-	-	-	-	-	300	-	-	-	-	-	300	600	1,200	50%
<b>Office Supplies</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
<b>Subscription &amp; Memberships</b>	-	175	-	-	-	-	-	-	-	-	-	-	175	175	100%
<b>Legal Services</b>															
Legal - General Counsel	-	215	508	-	420	5,238	-	789	1,521	1,117	-	1,275	11,082	18,000	62%
Legal - Encroachments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A

**Miromar Lakes Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through September 30, 2024**

Description	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date	Total Annual Budget	% of Budget
<b>Other General Government Services</b>															
Engineering Services - General Services	-	-	-	390	5,419	575	1,607	4,490	774	714	255	536	14,759	7,000	211%
Asset Maps/Cost Estimates	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Asset Administrative Services	-	833	833	833	833	833	833	833	833	833	833	833	9,167	10,000	92%
Reserve Analysis	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Encroachment Agreements	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Contingencies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
<b>Sub-Total:</b>	<b>23,447</b>	<b>8,952</b>	<b>21,040</b>	<b>7,550</b>	<b>13,193</b>	<b>18,881</b>	<b>12,970</b>	<b>12,999</b>	<b>9,785</b>	<b>9,103</b>	<b>7,356</b>	<b>12,926</b>	<b>158,203</b>	<b>135,543</b>	<b>117%</b>
<b>Stormwater Management Services</b>															
Professional Services															
Asset Management	-	3,833	3,833	3,833	3,833	3,833	3,833	3,833	3,833	3,833	3,833	3,833	42,167	46,000	92%
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	-	1,073	56	972	495	6,350	5,000	127%
Repairs & Maintenance															
Lake System															
Aquatic Weed Control	-	5,350	-	5,350	16,050	-	-	5,350	5,350	5,350	5,350	5,350	53,500	80,000	67%
Lake Bank Maintenance	-	735	-	-	2,153	-	1,800	-	-	-	-	-	4,688	2,500	188%
Water Quality Testing	-	-	4,660	-	-	3,495	-	-	-	3,495	2,278	-	13,928	19,000	73%
Water Control Structures	-	9,000	-	-	560	-	-	-	3,500	-	-	1,750	14,810	28,000	53%
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	3,600	3,600	3,600	3,600	36,200	37,000	98%
Midge Fly Control	-	-	-	723	3,773	2,125	14,855	3,713	2,978	723	1,458	723	31,069	35,000	89%
Aeration System	-	804	-	-	11,977	-	-	929	1,567	-	804	-	16,081	8,000	201%
Fish Re-Stocking	-	695	-	-	750	7,200	2,000	-	2,000	58,000	2,000	-	72,645	98,000	74%
Contingencies	-	-	-	-	-	-	-	-	-	-	-	-	-	15,375	0%
Wetland System															
Routine Maintenance	-	3,607	-	3,607	10,821	-	-	3,607	3,607	3,607	3,607	3,607	36,070	54,000	67%
Water Quality Testing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Contingencies	-	-	-	-	-	-	-	-	-	-	-	-	-	2,700	0%
Capital Outlay															
Aeration Systems	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Littortal 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	-	-	200	-	-	8,250	9,600	52,000	18%
Contingencies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
<b>Sub-Total:</b>	<b>299</b>	<b>30,465</b>	<b>12,823</b>	<b>18,016</b>	<b>138,606</b>	<b>22,513</b>	<b>50,211</b>	<b>21,482</b>	<b>27,709</b>	<b>78,664</b>	<b>23,902</b>	<b>27,608</b>	<b>452,296</b>	<b>594,575</b>	<b>76%</b>

**Miromar Lakes Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through September 30, 2024**

Description	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date	Total Annual Budget	% of Budget
<b>Other Current Charges</b>															
Hendry County - Panther Habitat Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Payroll Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
<b>Reserves for General Fund</b>															
Capital/Operations	-	-	-	-	-	-	-	-	-	-	-	-	-	417,700	0%
<b>Other Fees and Charges</b>															
Discount for Early Payment	-	-	-	-	-	-	-	-	-	-	-	-	-	40,284	0%
<b>Sub-Total:</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	<b>457,984</b>	<b>0%</b>
<b>Total Expenditures and Other Uses:</b>	<b>\$ 23,746</b>	<b>\$ 39,417</b>	<b>\$ 33,862</b>	<b>\$ 25,566</b>	<b>\$ 151,798</b>	<b>\$ 41,394</b>	<b>\$ 63,181</b>	<b>\$ 34,482</b>	<b>\$ 37,494</b>	<b>\$ 87,767</b>	<b>\$ 31,258</b>	<b>\$ 40,534</b>	<b>\$ 610,499</b>	<b>\$ 1,188,102</b>	<b>51%</b>
Net Increase/ (Decrease) in Fund Balance	24,248	181,062	582,575	57,886	(119,319)	(31,897)	7,969	(25,692)	(32,810)	(28,574)	(31,258)	(40,534)	543,656	(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	1,727,540	1,694,730	1,666,156	1,634,897	1,050,708	1,050,708	
<b>Fund Balance - Ending</b>	<b>\$ 1,074,955</b>	<b>\$ 1,256,017</b>	<b>\$ 1,838,593</b>	<b>\$ 1,896,479</b>	<b>\$ 1,777,160</b>	<b>\$ 1,745,263</b>	<b>\$ 1,753,232</b>	<b>\$ 1,727,540</b>	<b>\$ 1,694,730</b>	<b>\$ 1,666,156</b>	<b>\$ 1,634,897</b>	<b>\$ 1,594,363</b>	<b>\$ 1,594,363</b>	<b>\$ 1,050,707</b>	

**Miromar Lakes Community Development District**  
**Debt Service Fund - Series 2015 Bonds**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through September 30, 2024**

Description	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date	Total Annual Budget	% of Budget
<b>Revenue and Other Sources</b>															
<b>Carryforward</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
<b>Interest Income</b>															
Reserve Account	1,836	1,903	1,848	1,909	1,901	1,767	1,889	1,826	1,889	1,829	1,889	1,884	22,372	12,000	186%
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	2,164	2,130	2,230	2,269	31,312	20	156561%
<b>Special Assessment Revenue</b>															
Special Assessments - On-Roll	1,615	129,922	363,250	22,510	19,139	5,597	15,261	5,180	2,760	8,215	-	-	573,448	593,699	97%
Special Assessments - Off-Roll	-	-	-	-	-	-	325,534	-	-	-	-	-	325,534	325,534	100%
Special Assessments - Prepayments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
<b>Net Inc (Dec) Fair Value Investments</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
<b>Operating Transfers In (From Other Funds)</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
<b>Bond Proceeds</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
<b>Total Revenue and Other Sources:</b>	<b>\$ 5,520</b>	<b>\$ 134,000</b>	<b>\$ 366,400</b>	<b>\$ 26,955</b>	<b>\$ 24,501</b>	<b>\$ 10,699</b>	<b>\$ 346,334</b>	<b>\$ 10,997</b>	<b>\$ 6,813</b>	<b>\$ 12,174</b>	<b>\$ 4,119</b>	<b>\$ 4,153</b>	<b>\$ 952,665</b>	<b>\$ 931,253</b>	<b>102%</b>
<b>Expenditures and Other Uses</b>															
<b>Debt Service</b>															
<b>Principal Debt Service - Mandatory</b>															
Series 2015 Bonds	-	-	-	-	-	-	-	510,000	-	-	-	-	510,000	510,000	100%
<b>Principal Debt Service - Early Redemptions</b>															
Series 2015 Bonds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
<b>Interest Expense</b>															
Series 2015 Bonds	-	203,500	-	-	-	-	-	203,500	-	-	-	-	407,000	407,250	100%
<b>Original Issue Discount</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
<b>Operating Transfers Out (To Other Funds)</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
<b>Other Fees and Charges</b>															
Discounts for Early Payment	-	-	-	-	-	-	-	-	-	-	-	-	-	23,748	0%
<b>Total Expenditures and Other Uses:</b>	<b>\$ -</b>	<b>\$ 203,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 713,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 917,000</b>	<b>\$ 940,998</b>	<b>97%</b>
Net Increase/ (Decrease) in Fund Balance	5,520	(69,500)	366,400	26,955	24,501	10,699	346,334	(702,503)	6,813	12,174	4,119	4,153	35,665	(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	973,741	980,553	992,727	996,846	965,334	-	
<b>Fund Balance - Ending</b>	<b>\$ 970,854</b>	<b>\$ 901,355</b>	<b>\$ 1,267,755</b>	<b>\$ 1,294,710</b>	<b>\$ 1,319,211</b>	<b>\$ 1,329,910</b>	<b>\$ 1,676,244</b>	<b>\$ 973,741</b>	<b>\$ 980,553</b>	<b>\$ 992,727</b>	<b>\$ 996,846</b>	<b>\$ 1,001,000</b>	<b>\$ 1,001,000</b>	<b>\$ (9,745)</b>	

**Miromar Lakes Community Development District**  
**Debt Service Fund - Series 2022 Bonds**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through September 30, 2024**

Description	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date	Total Annual Budget	% of Budget
<b>Revenue and Other Sources</b>															
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
<b>Interest Income</b>															
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	728	737	783	826	21,426	-	N/A
Escrow Fund Account	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
<b>Special Assessment Revenue</b>															
Special Assessments - On-Roll	2,266	182,285	509,652	31,582	26,853	7,852	21,411	7,267	3,872	11,526	-	-	804,567	833,182	97%
Special Assessments - Off-Roll	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Special Assessments - Prepayments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
<b>Net Inc (Dec) Fair Value Investments</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
<b>Operating Transfers In (From Other Funds)</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
<b>Total Revenue and Other Sources:</b>	<b>\$ 2,967</b>	<b>\$ 183,034</b>	<b>\$ 510,014</b>	<b>\$ 33,734</b>	<b>\$ 30,334</b>	<b>\$ 11,270</b>	<b>\$ 25,175</b>	<b>\$ 10,993</b>	<b>\$ 4,600</b>	<b>\$ 12,263</b>	<b>\$ 783</b>	<b>\$ 826</b>	<b>\$ 825,993</b>	<b>\$ 833,182</b>	<b>N/A</b>
<b>Expenditures and Other Uses</b>															
<b>Debt Service</b>															
<b>Principal Debt Service - Mandatory</b>															
Series 2022 Bonds	-	-	-	-	-	-	-	635,000	-	-	-	-	635,000	635,000	N/A
<b>Principal Debt Service - Early Redemptions</b>															
Series 2022 Bonds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
<b>Interest Expense</b>															
Series 2022 Bonds	-	84,162	-	-	-	-	-	84,162	-	-	-	-	168,324	168,324	N/A
<b>Discounts for Early Payment</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	33,472	0%
<b>Operating Transfers Out (To Other Funds)</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
<b>Total Expenditures and Other Uses:</b>	<b>\$ -</b>	<b>\$ 84,162</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 719,162</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 803,324</b>	<b>\$ 836,796</b>	<b>N/A</b>
 Net Increase/ (Decrease) in Fund Balance	 2,967	 98,872	 510,014	 33,734	 30,334	 11,270	 25,175	 (708,169)	 4,600	 12,263	 783	 826	 22,669	 (3,614)	
Fund Balance - Beginning	164,130	167,097	265,969	775,983	809,717	840,051	851,321	876,496	168,327	172,927	185,189	185,973	164,130	-	
<b>Fund Balance - Ending</b>	<b>\$ 167,097</b>	<b>\$ 265,969</b>	<b>\$ 775,983</b>	<b>\$ 809,717</b>	<b>\$ 840,051</b>	<b>\$ 851,321</b>	<b>\$ 876,496</b>	<b>\$ 168,327</b>	<b>\$ 172,927</b>	<b>\$ 185,189</b>	<b>\$ 185,973</b>	<b>\$ 186,799</b>	<b>\$ 186,799</b>	<b>\$ (3,614)</b>	



# **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**

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## **FINANCIAL STATEMENTS - OCTOBER 2024**

**FISCAL YEAR 2025 - UNAUDITED**

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**PREPARED BY:**

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

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

*Miromar Lakes Community Development District*

***Table of Contents***

<i>Balance Sheet – All Funds</i>	<i>1-2</i>
<i>Statement of Revenue, Expenditures and Changes in Fund Balance</i>	
<i>General Fund</i>	<i>3-6</i>
<i>Debt Service Fund</i>	
<i>Series 2015</i>	<i>7</i>
<i>Series 2022</i>	<i>8</i>

***JPWard & Associates, LLC***

**2301 NORTHEAST 37 STREET  
FORT LAUDERDALE,  
FLORIDA 33308**

**Miromar Lakes Community Development District**  
**Balance Sheet**  
**for the Period Ending October 31, 2024**

Governmental Funds							
Debt Service Funds				Account Groups		Totals (Memorandum Only)	
General Fund	Series 2015	Series 2022	General Long Term Debt	General Fixed Assets			
Assets							
Cash and Investments							
General Fund - Invested Cash	\$ 1,589,169	\$ -	\$ -	\$ -	\$ -	\$ 1,589,169	
Debt Service Fund							
Interest Account	-	-	-	-	-	-	
Sinking Account	-	-	-	-	-	-	
Reserve Account	-	452,250	-	-	-	452,250	
Revenue	-	554,721	189,389	-	-	744,110	
Prepayment Account	-	-	-	-	-	-	
Escrow Fund Account	-	-	-	-	-	-	
Construction	-	-	-	-	-	-	
Cost of Issuance	-	-	-	-	-	-	
Due from Other Funds							
General Fund	-	171	150	-	-	321	
Debt Service Fund(s)	-	-	-	-	-	-	
Market Valuation Adjustments	-	-	-	-	-	-	
Accrued Interest Receivable	-	-	-	-	-	-	
Assessments Receivable	-	-	-	-	-	-	
Accounts Receivable	-	-	-	-	-	-	
Amount Available in Debt Service Funds	-	-	-	1,196,681	-	1,196,681	
Amount to be Provided by Debt Service Funds	-	-	-	12,138,319	-	12,138,319	
Investment in General Fixed Assets (net of depreciation)	-	-	-	-	33,642,529	33,642,529	
Total Assets	\$ 1,589,169	\$ 1,007,142	\$ 189,539	\$ 13,335,000	\$ 33,642,529	\$ 49,763,379	

**Miromar Lakes Community Development District**  
**Balance Sheet**  
**for the Period Ending October 31, 2024**

	Governmental Funds					
	Debt Service Funds			Account Groups		Totals (Memorandum Only)
	General Fund	Series 2015	Series 2022	General Long Term Debt	General Fixed Assets	
<b>Liabilities</b>						
Accounts Payable & Payroll Liabilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Due to Other Funds</b>						
General Fund	-	-	-	-	-	-
Debt Service Fund(s)	321	-	-	-	-	321
Other Developer	-	-	-	-	-	-
<b>Bonds Payable</b>						
Current Portion (Due within 12 months)						
Series 2015	-	-	-	535,000	-	535,000
Series 2022	-	-	-	650,000	-	650,000
Long Term						
Series 2015	-	-	-	7,095,000	-	7,095,000
Series 2022	-	-	-	5,055,000	-	5,055,000
<b>Total Liabilities</b>	<b>\$ 321</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 13,335,000</b>	<b>\$ -</b>	<b>\$ 13,335,321</b>
<b>Fund Equity and Other Credits</b>						
Investment in General Fixed Assets	-	-	-	-	33,642,529	33,642,529
Fund Balance	-	-	-	-	-	-
<b>Restricted</b>						
Beginning: October 1, 2024 (Unaudited)	-	1,001,000	186,799	-	-	1,187,799
Results from Current Operations	-	6,143	2,740	-	-	8,883
<b>Unassigned</b>						
Beginning: October 1, 2024 (Unaudited)	1,565,410	-	-	-	-	-
<b>Allocation of Fund Balance</b>						
System-Wide Reserves	1,268,192	-	-	-	-	1,268,192
Reserve For First Three Months Operations	297,218	-	-	-	-	297,218
Results of Current Operations	23,438	-	-	-	-	23,438
<b>Total Fund Equity and Other Credits</b>	<b>\$ 1,588,848</b>	<b>\$ 1,007,142</b>	<b>\$ 189,539</b>	<b>\$ -</b>	<b>\$ 33,642,529</b>	<b>\$ 36,428,058</b>
<b>Total Liabilities, Fund Equity and Other Credits</b>	<b>\$ 1,589,169</b>	<b>\$ 1,007,142</b>	<b>\$ 189,539</b>	<b>\$ 13,335,000</b>	<b>\$ 33,642,529</b>	<b>\$ 49,763,379</b>

Prepared by:

Unaudited

**JPWARD and Associates, LLC**

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

Description	October	Year to Date	Total Annual Budget	% of Budget
<b>Revenue and Other Sources</b>				
<b>Carryforward</b>	\$ -	\$ -	\$ -	N/A
<b>Interest</b>				
Interest - General Checking	-	-	-	N/A
<b>Special Assessment Revenue</b>				
Special Assessments - On-Roll	2,361	2,361	1,004,886	0%
Special Assessments - Off-Roll	45,997	45,997	183,987	25%
<b>Miscellaneous Revenue</b>	-	-	-	N/A
<b>Easement Encroachments</b>	-	-	-	N/A
<b>Intragovernmental Transfer In</b>	-	-	-	N/A
<b>Total Revenue and Other Sources:</b>	<b>\$ 48,358</b>	<b>\$ 48,358</b>	<b>\$ 1,188,873</b>	<b>4%</b>
<b>Expenditures and Other Uses</b>				
<b>Legislative</b>				
Board of Supervisor's - Fees	1,000	1,000	12,000	8%
Board of Supervisor's - Taxes	77	77	918	8%
<b>Executive</b>				
Professional Management	3,675	3,675	44,100	8%
<b>Financial and Administrative</b>				
Audit Services	-	-	3,900	0%
Accounting Services	-	-	-	N/A
Assessment Roll Services	1,500	1,500	18,000	8%
Arbitrage	-	-	1,000	0%
Bond Re-amortization	-	-	-	N/A

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

Description	October	Year to Date	Total Annual Budget	% of Budget
<b>Other Contractual Services</b>				
Legal Advertising	-	-	3,500	0%
Trustee Services	-	-	10,000	0%
Dissemination	-	-	-	N/A
Bond Amortization Schedules	-	-	-	N/A
Property Appraiser/Tax Collector Fees	-	-	1,300	0%
Bank Services	-	-	250	0%
<b>Travel and Per Diem</b>	-	-	-	N/A
<b>Communications &amp; Freight Services</b>				
Postage, Freight & Messenger	76	76	2,000	4%
<b>Insurance</b>	18,105	18,105	18,000	101%
<b>Printing &amp; Binding</b>	-	-	1,600	0%
<b>Website Maintenance</b>	-	-	600	0%
<b>Office Supplies</b>	-	-	-	N/A
<b>Subscription &amp; Memberships</b>	-	-	175	0%
<b>Legal Services</b>				
Legal - General Counsel	-	-	18,000	0%
Legal - Encroachments	-	-	-	N/A
<b>Other General Government Services</b>				
Engineering Services - General Services	-	-	8,000	0%
Asset Maps/Cost Estimates	-	-	-	N/A
Asset Administrative Services	-	-	12,500	0%
Reserve Analysis	-	-	-	N/A
Encroachment Agreements	-	-	-	N/A
Contingencies	-	-	-	N/A
<b>Sub-Total:</b>	<b>24,432</b>	<b>24,432</b>	<b>155,843</b>	<b>16%</b>

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

Description	October	Year to Date	Total Annual Budget	% of Budget
<b>Stormwater Management Services</b>				
Professional Services				
Asset Management	-	-	57,500	0%
NPDES	-	-	3,500	0%
Mitigation Monitoring	-	-	-	N/A
Stormwater Management Services				
Water MGT - Debris Removal	-	-	-	N/A
Utility Services				
Electric - Aeration Systems	488	488	6,500	8%
Repairs & Maintenance				
Lake System				
Aquatic Weed Control	-	-	80,000	0%
Lake Bank Maintenance	-	-	2,500	0%
Water Quality Testing	-	-	19,000	0%
Water Control Structures	-	-	28,000	0%
Grass Carp Installation	-	-	-	N/A
Litoral Shelf Barrier/Replanting	-	-	-	N/A
Cane Toad Removal	-	-	37,000	0%
Midge Fly Control	-	-	35,000	0%
Aeration System	-	-	8,000	0%
Fish Re-Stocking	-	-	98,000	0%
Contingencies	-	-	15,375	0%
Wetland System				
Routine Maintenance	-	-	54,000	0%
Water Quality Testing	-	-	-	N/A
Contingencies	-	-	2,700	0%
Capital Outlay				
Aeration Systems	-	-	-	N/A
Littortal Shelf Replanting/Barrier	-	-	-	N/A
Lake Bank Restoration	-	-	101,100	0%
Turbidity Screens	-	-	-	N/A
Erosion Restoration	-	-	-	N/A
Video Stormwater Pipes/Repairs	-	-	45,000	0%
Contingencies	-	-	-	N/A
<b>Sub-Total:</b>	<b>488</b>	<b>488</b>	<b>593,175</b>	<b>0%</b>

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

Description	October	Year to Date	Total Annual Budget	% of Budget
<b>Other Current Charges</b>				
Hendry County - Panther Habitat Taxes	-	-	-	N/A
Payroll Expenses	-	-	-	N/A
<b>Reserves for General Fund</b>				
Capital/Operations	-	-	399,660	0%
<b>Other Fees and Charges</b>				
Discount for Early Payment	-	-	40,195	0%
<b>Sub-Total:</b>	-	-	<b>439,855</b>	<b>0%</b>
<b>Total Expenditures and Other Uses:</b>	<b>\$ 24,920</b>	<b>\$ 24,920</b>	<b>\$ 1,188,873</b>	<b>2%</b>
Net Increase/ (Decrease) in Fund Balance	23,438	23,438	-	
Fund Balance - Beginning	1,565,410	1,565,410	1,937,828	
<b>Fund Balance - Ending</b>	<b>\$ 1,588,848</b>	<b>\$ 1,588,848</b>	<b>\$ 1,937,828</b>	



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

Description	October	Year to Date	Total Annual Budget	% of Budget
<b>Revenue and Other Sources</b>				
<b>Carryforward</b>	\$ -	\$ -	\$ -	N/A
<b>Interest Income</b>				
Reserve Account	1,763	1,763	18,111	10%
Interest Account	-	-	-	N/A
Sinking Fund Account	-	-	-	N/A
Prepayment Account	-	-	-	N/A
Revenue Account	2,137	2,137	26,657	8%
<b>Special Assessment Revenue</b>				
Special Assessments - On-Roll	2,243	2,243	954,688	0%
Special Assessments - Off-Roll	-	-	-	N/A
Special Assessments - Prepayments	-	-	-	N/A
<b>Net Inc (Dec) Fair Value Investments</b>	-	-	-	N/A
<b>Operating Transfers In (From Other Funds)</b>	-	-	-	N/A
<b>Bond Proceeds</b>	-	-	-	N/A
<b>Total Revenue and Other Sources:</b>	<b>\$ 6,143</b>	<b>\$ 6,143</b>	<b>\$ 999,456</b>	<b>1%</b>
<b>Expenditures and Other Uses</b>				
<b>Debt Service</b>				
<b>Principal Debt Service - Mandatory</b>				
Series 2015 Bonds	-	-	535,000	0%
<b>Principal Debt Service - Early Redemptions</b>				
Series 2015 Bonds	-	-	-	N/A
<b>Interest Expense</b>				
Series 2015 Bonds	-	-	381,500	0%
<b>Original Issue Discount</b>	-	-		N/A
<b>Operating Transfers Out (To Other Funds)</b>	-	-	-	N/A
<b>Other Fees and Charges</b>				
Discounts for Early Payment	-	-	38,188	0%
<b>Total Expenditures and Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 954,688</b>	<b>0%</b>
Net Increase/ (Decrease) in Fund Balance	6,143	6,143	44,768	
Fund Balance - Beginning	1,001,000	1,001,000	993,562	
<b>Fund Balance - Ending</b>	<b>\$ 1,007,142</b>	<b>\$ 1,007,142</b>	<b>\$ 1,038,330</b>	

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

Description	October	Year to Date	Total Annual Budget	% of Budget
<b>Revenue and Other Sources</b>				
<b>Carryforward</b>	\$ -	\$ -	\$ -	N/A
<b>Interest Income</b>				
Reserve Account	-	-	-	N/A
Interest Account	-	-	-	N/A
Sinking Fund Account	-	-	-	N/A
Prepayment Account	-	-	-	N/A
Revenue Account	772	772	20,606	4%
Escrow Fund Account	-	-	-	N/A
<b>Special Assessment Revenue</b>				
Special Assessments - On-Roll	1,968	1,968	837,416	0%
Special Assessments - Off-Roll	-	-	-	N/A
Special Assessments - Prepayments	-	-	-	N/A
<b>Net Inc (Dec) Fair Value Investments</b>	-	-	-	N/A
<b>Operating Transfers In (From Other Funds)</b>	-	-	-	N/A
<b>Total Revenue and Other Sources:</b>	<b>\$ 2,740</b>	<b>\$ 2,740</b>	<b>\$ 858,022</b>	<b>0%</b>
<b>Expenditures and Other Uses</b>				
<b>Debt Service</b>				
<b>Principal Debt Service - Mandatory</b>				
Series 2022 Bonds	-	-	650,000	0%
<b>Principal Debt Service - Early Redemptions</b>				
Series 2022 Bonds	-	-	-	N/A
<b>Interest Expense</b>				
Series 2022 Bonds	-	-	153,919	0%
<b>Discounts for Early Payment</b>	-	-	33,497	0%
<b>Operating Transfers Out (To Other Funds)</b>	-	-	-	N/A
<b>Total Expenditures and Other Uses:</b>	<b>\$ -</b>	<b>-</b>	<b>\$ 837,416</b>	<b>0%</b>
Net Increase/ (Decrease) in Fund Balance	2,740	2,740	20,606	
Fund Balance - Beginning	186,799	186,799	183,411	
<b>Fund Balance - Ending</b>	<b>\$ 189,539</b>	<b>\$ 189,539</b>	<b>\$ 204,017</b>	