

# **JUNIPER COVE**

**COMMUNITY DEVELOPMENT**

**DISTRICT**

**April 21, 2025**

**BOARD OF SUPERVISORS**

**REGULAR MEETING**

**AGENDA**

# **JUNIPER COVE**

**COMMUNITY DEVELOPMENT DISTRICT**

## **AGENDA**

## **LETTER**

**Juniper Cove Community Development District**  
**OFFICE OF THE DISTRICT MANAGER**  
**2300 Glades Road, Suite 410W•Boca Raton, Florida 33431**  
**Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013**

April 14, 2025

Board of Supervisors  
Juniper Cove Community Development District

Dear Board Members:

The Board of Supervisors of the Juniper Cove Community Development District will hold a Regular Meeting on April 21, 2025 at 10:30 a.m., at the offices of Alvarez Engineers, 8935 NW 35th Lane, Suite #101, Doral, Florida 33172. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Sarah Wicker [Seat 1] *(the following to be provided under separate cover)*
  - A. Required Ethics Training and Disclosure Filing
    - Sample Form 1 2023/Instructions
  - B. Membership, Obligations and Responsibilities
  - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
  - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Office
4. Ratification of Resolution 2025-02, Electing and Removing Officers of the District and Providing for an Effective Date
5. Consideration of Resolution 2025-05, Approving a Proposed Budget for Fiscal Year 2026; Declaring Special Assessments to Fund the Proposed Budget Pursuant to Chapters 170, 190 and 197, Florida Statutes; Setting Public Hearings; Addressing Publication; Addressing Severability; and Providing an Effective Date
6. Consideration of Resolution 2025-06, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date
7. Consideration of Resolution 2025-04, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date

**ATTENDEES:**

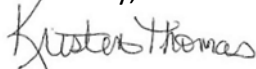
**Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.**

8. Consideration of Resolution 2025-07, Designating Michael J. Pawelczyk as the District's Registered Agent and Designating the Office of Billing, Cochran, Lyles, Mauro & Ramsey, P.A. as the Registered Office
  9. Discussion: Stormwater Management System Memo 2025
  10. Consideration of Resolution 2025-08, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date
  11. Acceptance of Unaudited Financial Statements as of February 28, 2025
  12. Approval of Minutes
    - A. November 5, 2025 Landowners' Meeting
    - B. November 18, 2024 Regular Meeting
  13. Staff Reports
    - A. District Counsel: *Billing, Cochran, Lyles, Mauro & Ramsey, P.A.*
    - B. District Engineer: *Alvarez Engineers, Inc.*
    - C. District Manager: *Wrathell, Hunt and Associate LLC*
      - NEXT MEETING DATE: May 19, 2025 at 10:30 AM
        - QUORUM CHECK
14. Board Members' Comments/Requests
15. Public Comments
16. Adjournment

|        |                |                                    |                                |                             |
|--------|----------------|------------------------------------|--------------------------------|-----------------------------|
| SEAT 1 | SARAH WICKER   | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 2 | FRANK REYNOLDS | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 3 | DEBBIE LEONARD | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 4 | REBECCA CORTES | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 5 | MARY MOULTON   | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 517-5111.

Sincerely,



Kristen Thomas  
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**

**CALL-IN NUMBER: 1-888-354-0094**

**PARTICIPANT PASSCODE: 8664977**



# **JUNIPER COVE**

**COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION ITEMS**

## RESOLUTION 2025-02

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE JUNIPER COVE COMMUNITY DEVELOPMENT DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Juniper Cove Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District’s Board of Supervisors desires to elect and remove Officers of the District.

### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF JUNIPER COVE COMMUNITY DEVELOPMENT DISTRICT THAT:

**SECTION 1.** The following is/are elected as Officer(s) of the District effective November 18, 2024:

|                        |                                |
|------------------------|--------------------------------|
| <u>Sarah Wicker</u>    | is elected Chair               |
| <u>Frank Reynolds</u>  | is elected Vice Chair          |
| <u>Rebecca Cortes</u>  | is elected Assistant Secretary |
| <u>Deborah Leonard</u> | is elected Assistant Secretary |
| <u>Mary Moulton</u>    | is elected Assistant Secretary |
| <u>Kristen Thomas</u>  | is elected Assistant Secretary |

**SECTION 2.** The following Officer(s) shall be removed as Officer(s) as of November 18, 2024:

|                         |                            |
|-------------------------|----------------------------|
| <u>David Tello</u>      | <u>Vice Chair</u>          |
| <u>Christian Cotter</u> | <u>Assistant Secretary</u> |
| <u>Maria Camporeale</u> | <u>Assistant Secretary</u> |

**SECTION 3.** The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Daniel Rom is Assistant Secretary

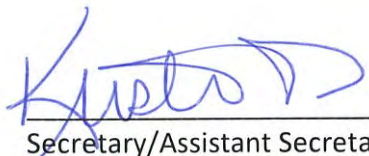
Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

**PASSED AND ADOPTED THIS 18TH DAY OF NOVEMBER, 2024.**

ATTEST:

**JUNIPER COVE COMMUNITY  
DEVELOPMENT DISTRICT**

  
\_\_\_\_\_  
Secretary/Assistant Secretary

  
\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

# **JUNIPER COVE**

**COMMUNITY DEVELOPMENT DISTRICT**

**5**

## RESOLUTION 2025-05

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE JUNIPER COVE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2026; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGET PURSUANT TO CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Juniper Cove Community Development District ("**District**") prior to June 15, 2025, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("**Fiscal Year 2026**"); and

**WHEREAS**, it is in the best interest of the District to fund the administrative and operations services (together, "**Services**") set forth in the Proposed Budget by levy of special assessments pursuant to Chapters 170, 190 and 197, Florida Statutes ("**Assessments**"), as set forth in the preliminary assessment roll included within the Proposed Budget; and

**WHEREAS**, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

**WHEREAS**, the Board has considered the Proposed Budget, including the Assessments, and desires to set the required public hearings thereon.

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

**1. PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2026 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

**2. DECLARING ASSESSMENTS.** Pursuant to Chapters 170, 190 and 197, Florida Statutes, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget and in the reports (if any) of the District Engineer, all of which are on file and available for public inspection at the "**District's Office**," Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District's Office. The Assessments shall be paid in one or more installments

pursuant to a bill issued by the District in November of 2025, and pursuant to Chapter 170, Florida Statutes, or, alternatively, pursuant to the *Uniform Method* as set forth in Chapter 197, Florida Statutes.

**3. SETTING PUBLIC HEARINGS.** Pursuant to Chapters 170, 190, and 197, Florida Statutes, public hearings on the approved Proposed Budget and the Assessments are hereby declared and set for the following date, hour and location:

DATE: \_\_\_\_\_

HOUR: \_\_\_\_\_

LOCATION: \_\_\_\_\_

\_\_\_\_\_

**4. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Miami-Dade County at least 60 days prior to the hearing set above.

**5. POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 3 and shall remain on the website for at least 45 days.

**6. PUBLICATION OF NOTICE.** The District shall cause this Resolution to be published once a week for a period of two weeks in a newspaper of general circulation published in Miami-Dade County. Additionally, notice of the public hearings shall be published in the manner prescribed in Florida law.

**7. 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.

**8. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

[Signature on the following page]

**PASSED AND ADOPTED THIS 21ST DAY OF APRIL, 2025.**

ATTEST:

**JUNIPER COVE COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Proposed Budget for Fiscal Year 2026

**Exhibit A:**      Proposed Budget for Fiscal Year 2026



**JUNIPER COVE  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2026**

**JUNIPER COVE  
COMMUNITY DEVELOPMENT DISTRICT  
TABLE OF CONTENTS**

| <u>Description</u>                       | <u>Page<br/>Number(s)</u> |
|------------------------------------------|---------------------------|
| General Fund Budget                      | 1                         |
| Definitions of General Fund Expenditures | 2-3                       |
| Debt Service Fund Budget - Series 2025   | 4                         |
| Amortization Schedule - Series 2025      | 5-6                       |
| Assessment Summary                       | 7                         |

**JUNIPER COVE  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2026**

|                                                              | Fiscal Year 2025             |                                |                                   |                                | Proposed          |
|--------------------------------------------------------------|------------------------------|--------------------------------|-----------------------------------|--------------------------------|-------------------|
|                                                              | Adopted<br>Budget<br>FY 2025 | Actual<br>through<br>2/28/2025 | Projected<br>through<br>9/30/2025 | Total<br>Actual &<br>Projected | Budget<br>FY 2026 |
| <b>REVENUES</b>                                              |                              |                                |                                   |                                |                   |
| Assessment levy: off-roll                                    | \$ -                         |                                |                                   |                                | \$ 128,268        |
| Landowner contribution                                       | 107,110                      | 19,092                         | 63,358                            | 82,450                         | -                 |
| Total revenues                                               | 107,110                      | 19,092                         | 63,358                            | 82,450                         | 128,268           |
| <b>EXPENDITURES</b>                                          |                              |                                |                                   |                                |                   |
| <b>Professional &amp; administrative</b>                     |                              |                                |                                   |                                |                   |
| Management/accounting/recording                              | 48,000                       | 14,000                         | 34,000                            | 48,000                         | 48,000            |
| Legal                                                        | 25,000                       | 2,350                          | 7,500                             | 9,850                          | 25,000            |
| Engineering                                                  | 2,000                        | 315                            | 1,685                             | 2,000                          | 2,000             |
| Audit                                                        | 4,600                        | -                              | 4,600                             | 4,600                          | 4,600             |
| Arbitrage rebate calculation                                 | 500                          | -                              | 500                               | 500                            | 500               |
| Dissemination agent                                          | 1,000                        | 167                            | 833                               | 1,000                          | 1,000             |
| EMMA software service                                        | 1,000                        | -                              | -                                 | -                              | 1,000             |
| Trustee                                                      | 5,500                        | -                              | -                                 | -                              | 5,500             |
| Telephone                                                    | 200                          | 83                             | 117                               | 200                            | 200               |
| Postage                                                      | 500                          | 11                             | 489                               | 500                            | 500               |
| Printing & binding                                           | 500                          | 208                            | 292                               | 500                            | 500               |
| Legal advertising                                            | 11,000                       | 1,713                          | 6,500                             | 8,213                          | 6,500             |
| Annual special district fee                                  | 175                          | 175                            | -                                 | 175                            | 175               |
| Insurance - GL and D&O                                       | 5,720                        | 5,408                          | -                                 | 5,408                          | 6,578             |
| Contingencies/bank charges                                   | 500                          | 447                            | 53                                | 500                            | 750               |
| Website hosting & maintenance                                | 705                          | 705                            | -                                 | 705                            | 705               |
| Website ADA compliance                                       | 210                          | -                              | 210                               | 210                            | 210               |
| Total professional & administrative                          | 107,110                      | 25,582                         | 56,779                            | 82,361                         | 103,718           |
| <b>Field operations</b>                                      |                              |                                |                                   |                                |                   |
| Landscape maintenance                                        | -                            | -                              | -                                 | -                              | 2,000             |
| Stormwater Drainage System                                   | -                            | -                              | -                                 | -                              | 5,400             |
| Permitting                                                   | -                            | -                              | -                                 | -                              | 2,150             |
| Road maintenance-Onsite (park incl)                          | -                            | -                              | -                                 | -                              | 5,500             |
| Preserve                                                     | -                            | -                              | -                                 | -                              | 1,000             |
| Total field operations                                       | -                            | -                              | -                                 | -                              | 16,050            |
| Total expenditures                                           | 107,110                      | 25,582                         | 56,779                            | 82,361                         | 119,768           |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | -                            | (6,490)                        | 6,579                             | 89                             | 8,500             |
| Fund balance - beginning (unaudited)                         | -                            | (89)                           | (6,579)                           | (89)                           | (6,579)           |
| Fund balance - ending (projected)                            | -                            | (6,579)                        | -                                 | -                              | 1,921             |
| Unassigned                                                   | -                            | (6,579)                        | -                                 | -                              | 1,921             |
| Fund balance - ending                                        | \$ -                         | \$ (6,579)                     | \$ -                              | \$ -                           | \$ 1,921          |

**JUNIPER COVE  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES**

**Professional & administrative**

|                                                                                                                                                                                                                                                                                                                                                                                                                      |           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Management/accounting/recording                                                                                                                                                                                                                                                                                                                                                                                      | \$ 48,000 |
| <p><b>Wrathell, Hunt and Associates, LLC</b> (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p> |           |
| Legal                                                                                                                                                                                                                                                                                                                                                                                                                | 25,000    |
| <p>General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.</p>                                                                                                                                                                                                  |           |
| Engineering                                                                                                                                                                                                                                                                                                                                                                                                          | 2,000     |
| <p>The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>                                                                                                              |           |
| Audit                                                                                                                                                                                                                                                                                                                                                                                                                | 4,600     |
| <p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>                                                                                                                                                                                                                                                                                |           |
| Arbitrage rebate calculation                                                                                                                                                                                                                                                                                                                                                                                         | 500       |
| <p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>                                                                                                                                                                                                                                                                  |           |
| Dissemination agent                                                                                                                                                                                                                                                                                                                                                                                                  | 1,000     |
| <p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt &amp; Associates serves as dissemination agent.</p>                                                                                                                                                                               |           |
| EMMA software service                                                                                                                                                                                                                                                                                                                                                                                                | 1,000     |
| <p>Disclosure Technology Services, LLC EMMA filing assistance software license agreement for quarterly disclosure reporting</p>                                                                                                                                                                                                                                                                                      |           |
| Trustee                                                                                                                                                                                                                                                                                                                                                                                                              | 5,500     |
| Telephone                                                                                                                                                                                                                                                                                                                                                                                                            | 200       |
| <p>Telephone and fax machine.</p>                                                                                                                                                                                                                                                                                                                                                                                    |           |
| Postage                                                                                                                                                                                                                                                                                                                                                                                                              | 500       |
| <p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>                                                                                                                                                                                                                                                                                                                                        |           |
| Printing & binding                                                                                                                                                                                                                                                                                                                                                                                                   | 500       |
| <p>Letterhead, envelopes, copies, agenda packages</p>                                                                                                                                                                                                                                                                                                                                                                |           |
| Legal advertising                                                                                                                                                                                                                                                                                                                                                                                                    | 6,500     |
| <p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>                                                                                                                                                                                                                                                                                                            |           |
| Annual special district fee                                                                                                                                                                                                                                                                                                                                                                                          | 175       |
| <p>Annual fee paid to the Florida Department of Economic Opportunity.</p>                                                                                                                                                                                                                                                                                                                                            |           |
| Insurance - GL and D&O                                                                                                                                                                                                                                                                                                                                                                                               | 6,578     |
| Contingencies/bank charges                                                                                                                                                                                                                                                                                                                                                                                           | 750       |
| <p>Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.</p>                                                                                                                                                                                                                                                                                                          |           |
| Website hosting & maintenance                                                                                                                                                                                                                                                                                                                                                                                        | 705       |
| Website ADA compliance                                                                                                                                                                                                                                                                                                                                                                                               | 210       |

**JUNIPER COVE  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**Field operations**

|                                     |                   |
|-------------------------------------|-------------------|
| Landscape maintenance               | 2,000             |
| Stormwater Drainage System          | 5,400             |
| Permitting                          | 2,150             |
| Road maintenance-Onsite (park incl) | 5,500             |
| Preserve                            | 1,000             |
| Total expenditures                  | <u>\$ 119,768</u> |

**JUNIPER COVE  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2025  
FISCAL YEAR 2026**

|                                                                   | Fiscal Year 2025       |                          |                             |                          | Proposed Budget FY 2026 |
|-------------------------------------------------------------------|------------------------|--------------------------|-----------------------------|--------------------------|-------------------------|
|                                                                   | Adopted Budget FY 2025 | Actual through 2/28/2025 | Projected through 9/30/2025 | Total Actual & Projected |                         |
| <b>REVENUES</b>                                                   |                        |                          |                             |                          |                         |
| Assessment levy: off-roll                                         | \$ -                   | \$ -                     | \$ 163,226                  | \$ 163,226               | \$ 413,075              |
| Interest                                                          | -                      | 114                      | -                           | 114                      | -                       |
| Total revenues                                                    | -                      | 114                      | 163,226                     | 163,340                  | 413,075                 |
| <b>EXPENDITURES</b>                                               |                        |                          |                             |                          |                         |
| <b>Debt service</b>                                               |                        |                          |                             |                          |                         |
| Principal                                                         | -                      | -                        | -                           | -                        | 85,000                  |
| Interest                                                          | -                      | -                        | 83,427                      | 83,427                   | 326,453                 |
| Underwriter's discount                                            | -                      | 119,000                  | -                           | 119,000                  | -                       |
| Cost of issuance                                                  | -                      | 180,317                  | 30,958                      | 211,275                  | -                       |
| Total expenditures                                                | -                      | 299,317                  | 114,385                     | 413,702                  | 411,453                 |
| Excess/(deficiency) of revenues over/(under) expenditures         | -                      | (299,203)                | 48,841                      | (250,362)                | 1,622                   |
| <b>OTHER FINANCING SOURCES/(USES)</b>                             |                        |                          |                             |                          |                         |
| Bond proceeds                                                     | -                      | 632,259                  | -                           | 632,259                  | -                       |
| Original issue discount                                           | -                      | (12,857)                 | -                           | (12,857)                 | -                       |
| Total other financing sources/(uses)                              | -                      | 619,402                  | -                           | 619,402                  | -                       |
| Net increase/(decrease) in fund balance                           | -                      | 320,199                  | 48,841                      | 369,040                  | 1,622                   |
| Fund balance:                                                     |                        |                          |                             |                          |                         |
| Beginning fund balance (unaudited)                                | -                      | -                        | 320,199                     | -                        | 369,040                 |
| Ending fund balance (projected)                                   | \$ -                   | \$ 320,199               | \$ 369,040                  | \$ 369,040               | 370,662                 |
| Use of fund balance:                                              |                        |                          |                             |                          |                         |
| Debt service reserve account balance (required)                   |                        |                          |                             |                          | (205,700)               |
| Interest expense - November 1, 2026                               |                        |                          |                             |                          | (161,261)               |
| Projected fund balance surplus/(deficit) as of September 30, 2026 |                        |                          |                             |                          | \$ 3,701                |

**JUNIPER COVE  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2025 AMORTIZATION SCHEDULE**

|          | <b>Principal</b> | <b>Coupon Rate</b> | <b>Interest</b> | <b>Debt Service</b> | <b>Bond<br/>Balance</b> |
|----------|------------------|--------------------|-----------------|---------------------|-------------------------|
| 11/01/25 |                  |                    | 163,226.25      | 163,226.25          | 5,950,000.00            |
| 05/01/26 | 85,000.00        | 4.625%             | 163,226.25      | 248,226.25          | 5,865,000.00            |
| 11/01/26 |                  |                    | 161,260.63      | 161,260.63          | 5,865,000.00            |
| 05/01/27 | 90,000.00        | 4.625%             | 161,260.63      | 251,260.63          | 5,775,000.00            |
| 11/01/27 |                  |                    | 159,179.38      | 159,179.38          | 5,775,000.00            |
| 05/01/28 | 95,000.00        | 4.625%             | 159,179.38      | 254,179.38          | 5,680,000.00            |
| 11/01/28 |                  |                    | 156,982.50      | 156,982.50          | 5,680,000.00            |
| 05/01/29 | 95,000.00        | 4.625%             | 156,982.50      | 251,982.50          | 5,585,000.00            |
| 11/01/29 |                  |                    | 154,785.63      | 154,785.63          | 5,585,000.00            |
| 05/01/30 | 100,000.00       | 4.625%             | 154,785.63      | 254,785.63          | 5,485,000.00            |
| 11/01/30 |                  |                    | 152,473.13      | 152,473.13          | 5,485,000.00            |
| 05/01/31 | 105,000.00       | 4.625%             | 152,473.13      | 257,473.13          | 5,380,000.00            |
| 11/01/31 |                  |                    | 150,045.00      | 150,045.00          | 5,380,000.00            |
| 05/01/32 | 110,000.00       | 4.625%             | 150,045.00      | 260,045.00          | 5,270,000.00            |
| 11/01/32 |                  |                    | 147,501.25      | 147,501.25          | 5,270,000.00            |
| 05/01/33 | 115,000.00       | 5.450%             | 147,501.25      | 262,501.25          | 5,155,000.00            |
| 11/01/33 |                  |                    | 144,367.50      | 144,367.50          | 5,155,000.00            |
| 05/01/34 | 125,000.00       | 5.450%             | 144,367.50      | 269,367.50          | 5,030,000.00            |
| 11/01/34 |                  |                    | 140,961.25      | 140,961.25          | 5,030,000.00            |
| 05/01/35 | 130,000.00       | 5.450%             | 140,961.25      | 270,961.25          | 4,900,000.00            |
| 11/01/35 |                  |                    | 137,418.75      | 137,418.75          | 4,900,000.00            |
| 05/01/36 | 140,000.00       | 5.450%             | 137,418.75      | 277,418.75          | 4,760,000.00            |
| 11/01/36 |                  |                    | 133,603.75      | 133,603.75          | 4,760,000.00            |
| 05/01/37 | 145,000.00       | 5.450%             | 133,603.75      | 278,603.75          | 4,615,000.00            |
| 11/01/37 |                  |                    | 129,652.50      | 129,652.50          | 4,615,000.00            |
| 05/01/38 | 155,000.00       | 5.450%             | 129,652.50      | 284,652.50          | 4,460,000.00            |
| 11/01/38 |                  |                    | 125,428.75      | 125,428.75          | 4,460,000.00            |
| 05/01/39 | 165,000.00       | 5.450%             | 125,428.75      | 290,428.75          | 4,295,000.00            |
| 11/01/39 |                  |                    | 120,932.50      | 120,932.50          | 4,295,000.00            |
| 05/01/40 | 170,000.00       | 5.450%             | 120,932.50      | 290,932.50          | 4,125,000.00            |
| 11/01/40 |                  |                    | 116,300.00      | 116,300.00          | 4,125,000.00            |
| 05/01/41 | 180,000.00       | 5.450%             | 116,300.00      | 296,300.00          | 3,945,000.00            |
| 11/01/41 |                  |                    | 111,395.00      | 111,395.00          | 3,945,000.00            |
| 05/01/42 | 190,000.00       | 5.450%             | 111,395.00      | 301,395.00          | 3,755,000.00            |
| 11/01/42 |                  |                    | 106,217.50      | 106,217.50          | 3,755,000.00            |
| 05/01/43 | 200,000.00       | 5.450%             | 106,217.50      | 306,217.50          | 3,555,000.00            |
| 11/01/43 |                  |                    | 100,767.50      | 100,767.50          | 3,555,000.00            |
| 05/01/44 | 215,000.00       | 5.450%             | 100,767.50      | 315,767.50          | 3,340,000.00            |
| 11/01/44 |                  |                    | 94,908.75       | 94,908.75           | 3,340,000.00            |
| 05/01/45 | 225,000.00       | 5.450%             | 94,908.75       | 319,908.75          | 3,115,000.00            |
| 11/01/45 |                  |                    | 88,777.50       | 88,777.50           | 3,115,000.00            |
| 05/01/46 | 240,000.00       | 5.700%             | 88,777.50       | 328,777.50          | 2,875,000.00            |
| 11/01/46 |                  |                    | 81,937.50       | 81,937.50           | 2,875,000.00            |
| 05/01/47 | 250,000.00       | 5.700%             | 81,937.50       | 331,937.50          | 2,625,000.00            |
| 11/01/47 |                  |                    | 74,812.50       | 74,812.50           | 2,625,000.00            |
| 05/01/48 | 265,000.00       | 5.700%             | 74,812.50       | 339,812.50          | 2,360,000.00            |
| 11/01/48 |                  |                    | 67,260.00       | 67,260.00           | 2,360,000.00            |
| 05/01/49 | 280,000.00       | 5.700%             | 67,260.00       | 347,260.00          | 2,080,000.00            |

**JUNIPER COVE  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2025 AMORTIZATION SCHEDULE**

|              | <b>Principal</b>    | <b>Coupon Rate</b> | <b>Interest</b>     | <b>Debt Service</b>  | <b>Bond<br/>Balance</b> |
|--------------|---------------------|--------------------|---------------------|----------------------|-------------------------|
| 11/01/49     |                     |                    | 59,280.00           | 59,280.00            | 2,080,000.00            |
| 05/01/50     | 300,000.00          | 5.700%             | 59,280.00           | 359,280.00           | 1,780,000.00            |
| 11/01/50     |                     |                    | 50,730.00           | 50,730.00            | 1,780,000.00            |
| 05/01/51     | 315,000.00          | 5.700%             | 50,730.00           | 365,730.00           | 1,465,000.00            |
| 11/01/51     |                     |                    | 41,752.50           | 41,752.50            | 1,465,000.00            |
| 05/01/52     | 335,000.00          | 5.700%             | 41,752.50           | 376,752.50           | 1,130,000.00            |
| 11/01/52     |                     |                    | 32,205.00           | 32,205.00            | 1,130,000.00            |
| 05/01/53     | 355,000.00          | 5.700%             | 32,205.00           | 387,205.00           | 775,000.00              |
| 11/01/53     |                     |                    | 22,087.50           | 22,087.50            | 775,000.00              |
| 05/01/54     | 375,000.00          | 5.700%             | 22,087.50           | 397,087.50           | 400,000.00              |
| 11/01/54     |                     |                    | 11,400.00           | 11,400.00            | 400,000.00              |
| 05/01/55     | 400,000.00          | 5.700%             | 11,400.00           | 411,400.00           | -                       |
| <b>Total</b> | <b>5,950,000.00</b> |                    | <b>6,475,300.00</b> | <b>12,425,300.00</b> |                         |



**JUNIPER COVE  
COMMUNITY DEVELOPMENT DISTRICT  
ASSESSMENT COMPARISON  
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

|                |
|----------------|
| <b>On-Roll</b> |
|----------------|

| <u>Product/Parcel</u> | <u>Units</u> | <u>FY 2026 O&amp;M<br/>Assessment<br/>per Unit</u> | <u>FY 2026 DS<br/>Assessment<br/>per Unit</u> | <u>FY 2026 Total<br/>Assessment<br/>per Unit</u> | <u>FY 2025<br/>Total<br/>Assessment<br/>per Unit</u> |
|-----------------------|--------------|----------------------------------------------------|-----------------------------------------------|--------------------------------------------------|------------------------------------------------------|
| TH                    | -            | \$ 389.87                                          | \$ 600.00                                     | \$ 989.87                                        | \$ 824.28                                            |
| SF                    | -            | 389.87                                             | 600.00                                        | 989.87                                           | 824.28                                               |
| <b>Total</b>          | <b>-</b>     |                                                    |                                               |                                                  |                                                      |

|                             |
|-----------------------------|
| <b>Off-Roll Assessments</b> |
|-----------------------------|

| <u>Product/Parcel</u> | <u>Units</u> | <u>FY 2026 O&amp;M<br/>Assessment<br/>per Unit</u> | <u>FY 2026 DS<br/>Assessment<br/>per Unit</u> | <u>FY 2026 Total<br/>Assessment<br/>per Unit</u> | <u>FY 2025<br/>Total<br/>Assessment<br/>per Unit</u> |
|-----------------------|--------------|----------------------------------------------------|-----------------------------------------------|--------------------------------------------------|------------------------------------------------------|
| TH                    | 196          | \$ 366.48                                          | \$ 1,096.91                                   | \$ 1,463.39                                      | n/a                                                  |
| SF                    | 154          | 366.48                                             | 1,286.24                                      | 1,652.72                                         | n/a                                                  |
| <b>Total</b>          | <b>350</b>   |                                                    |                                               |                                                  |                                                      |

# **JUNIPER COVE**

**COMMUNITY DEVELOPMENT DISTRICT**

**6**

**RESOLUTION 2025-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE JUNIPER COVE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2025/2026 AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Juniper Cove Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

**WHEREAS**, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District's regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

**WHEREAS**, the Board desires to adopt the Fiscal Year 2025/2026 meeting schedule attached as **Exhibit A**.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE JUNIPER COVE COMMUNITY DEVELOPMENT DISTRICT:**

1. **ADOPTING FISCAL YEAR 2025/2026 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2025/2026 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.
2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of April, 2025.

ATTEST:

**JUNIPER COVE COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**Exhibit A**

| JUNIPER COVE COMMUNITY DEVELOPMENT DISTRICT                 |                            |             |
|-------------------------------------------------------------|----------------------------|-------------|
|                                                             |                            |             |
| BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE |                            |             |
|                                                             |                            |             |
| LOCATION                                                    |                            |             |
| TBD                                                         |                            |             |
|                                                             |                            |             |
| DATE                                                        | POTENTIAL DISCUSSION/FOCUS | TIME        |
|                                                             |                            |             |
| October __, 2025                                            | Regular Meeting            | __:__ AM/PM |
|                                                             |                            |             |
| November __, 2025                                           | Regular Meeting            | __:__ AM/PM |
|                                                             |                            |             |
| December __, 2025                                           | Regular Meeting            | __:__ AM/PM |
|                                                             |                            |             |
| January __, 2026                                            | Regular Meeting            | __:__ AM/PM |
|                                                             |                            |             |
| February __, 2026                                           | Regular Meeting            | __:__ AM/PM |
|                                                             |                            |             |
| March __, 2026                                              | Regular Meeting            | __:__ AM/PM |
|                                                             |                            |             |
| April __, 2026                                              | Regular Meeting            | __:__ AM/PM |
|                                                             |                            |             |
| May __, 2026                                                | Regular Meeting            | __:__ AM/PM |
|                                                             |                            |             |
| June __, 2026                                               | Regular Meeting            | __:__ AM/PM |
|                                                             |                            |             |
| July __, 2026                                               | Regular Meeting            | __:__ AM/PM |
|                                                             |                            |             |
| August __, 2026                                             | Regular Meeting            | __:__ AM/PM |
|                                                             |                            |             |
| September __, 2026                                          | Regular Meeting            | __:__ AM/PM |
|                                                             |                            |             |

# **JUNIPER COVE**

**COMMUNITY DEVELOPMENT DISTRICT**

**7**

**RESOLUTION 2025-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE JUNIPER COVE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2024/2025 AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Juniper Cove Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

**WHEREAS**, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

**WHEREAS**, the Board desires to adopt the Fiscal Year 2024/2025 meeting schedule attached as **Exhibit A**.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE JUNIPER COVE COMMUNITY DEVELOPMENT DISTRICT:**

1. **ADOPTING FISCAL YEAR 2024/2025 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2024/2025 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of April, 2025.

ATTEST:

**JUNIPER COVE COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

Exhibit A

| JUNIPER COVE COMMUNITY DEVELOPMENT DISTRICT                 |                            |             |
|-------------------------------------------------------------|----------------------------|-------------|
|                                                             |                            |             |
| BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE |                            |             |
|                                                             |                            |             |
| LOCATION                                                    |                            |             |
| TBD                                                         |                            |             |
|                                                             |                            |             |
| DATE                                                        | POTENTIAL DISCUSSION/FOCUS | TIME        |
|                                                             |                            |             |
| May__, 2025                                                 | Regular Meeting            | __:__ AM/PM |
|                                                             |                            |             |
| June__, 2025                                                | Regular Meeting            | __:__ AM/PM |
|                                                             |                            |             |
| July__, 2025                                                | Regular Meeting            | __:__ AM/PM |
|                                                             |                            |             |
| August__, 2025                                              | Regular Meeting            | __:__ AM/PM |
|                                                             |                            |             |
| September__, 2025                                           | Regular Meeting            | __:__ AM/PM |
|                                                             |                            |             |

# **JUNIPER COVE**

**COMMUNITY DEVELOPMENT DISTRICT**

**8**



## **RESOLUTION 2025-07**

### **A RESOLUTION OF THE JUNIPER COVE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING MICHAEL J. PAWELCZYK AS THE DISTRICT'S REGISTERED AGENT AND DESIGNATING THE OFFICE OF BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A. AS THE REGISTERED OFFICE**

**WHEREAS**, Section 189.014, Florida Statutes requires that the Juniper Cove Community Development District (the "District") designate a registered office and a registered agent, and further authorizes the District to change its registered office and registered agent, at the discretion of the District Board of Supervisors (the "Board"); and

**WHEREAS**, the designation of both a registered office and a registered agent is for the purpose of accepting service of process, notice, or demand that is required or permitted by law to be served upon the District; and

**WHEREAS**, the Board has been informed by the office of District Counsel that there is a need to designate a new registered agent for the District; and

**WHEREAS**, the Board seeks designate Michael J. Pawelczyk as the registered agent for the District, and update the business address of the registered office of the District, as necessary.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE JUNIPER COVE COMMUNITY DEVELOPMENT DISTRICT, THAT:**

**Section 1.** The foregoing recitals are hereby incorporated as findings of fact of the Board.

**Section 2.** Michael J. Pawelczyk is hereby designated as the registered agent for the District, thereby replacing any previously designated registered agent.

**Section 3.** The registered office of the District is hereby designated as the office at Billing, Cochran, Lyles, Mauro & Ramsey, P.A., 515 East Las Olas Boulevard, Suite 600, Fort Lauderdale, Florida 33301. The registered office is identical to the business address of the registered agent designated in Section 2 of this Resolution.

**Section 4.** Pursuant to the requirements of Section 189.014(2), Florida Statutes, the District's Secretary shall transmit copies of this Resolution to the local governing authority or authorities and to the Florida Department of Economic Opportunity.

**Section 5.** All resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

**Section 6.** If any clause, section or other part or application of this Resolution is held by a court of competent jurisdiction to be unconstitutional, illegal or invalid, in part or as applied, it shall not affect the validity of the remaining portions or applications of this Resolution.

**Section 7.** This Resolution shall be effective immediately upon adoption.

**PASSED AND ADOPTED THIS 21ST DAY OF APRIL, 2025.**

**ATTEST:**

**JUNIPER COVE  
COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_

Print name: \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_

Print name: \_\_\_\_\_  
Chair/Vice-Chair, Board of Supervisors

# **JUNIPER COVE**

**COMMUNITY DEVELOPMENT DISTRICT**

**9**

## MEMORANDUM

TO: District Manager

FROM: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.  
District Counsel

DATE: February 10, 2025

RE: Stormwater system legal requirements update

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As district counsel, throughout the year we continuously monitor state legislation and municipal and county ordinances that may be applicable to the governance and operation of our special district clients. Below is a summary of the current stormwater system requirements for Miami-Dade County, Florida (which include requirements imposed statewide by the Florida legislature, requirements for systems within the jurisdiction of the South Florida Water Management District (SFWMD), and requirements exclusive to Miami-Dade County imposed by county ordinances). We suggest that you review the legal requirements with the district engineer of each special district to ensure that appropriate inspections, reporting and funding for the applicable stormwater management system are in place.

### **2021 Requirements for Districts with Stormwater Systems:**

In 2021, the Florida legislature created Section 403.9302, Florida Statutes, which required that local governments, including special districts, develop a 20-year needs analysis of the stormwater management system. This required each special district to provide a report no later than June 30, 2022, to the county in which the special district was located providing the following:

- (1) Description of stormwater management program or system and its facilities and projects;
- (2) Number of current and projected residents served in 5-year increments;
- (3) Current and projected service area for stormwater management program and system;
- (4) Current and projected costs of providing services in 5-year increments;
- (5) Estimated remaining useful life of facility or its major components;
- (6) Recent 5-year history of annual contributions and capital expenditures for maintenance or expansion; and
- (7) Special district's plan to fund the maintenance or expansion of the facility or its major components.

Each county was required to compile and submit a cumulative report to the state. Thereafter, the state issued a comprehensive report on its findings. Unless a further change in state legislation occurs, each special district must submit this stormwater management needs report again on **June 30, 2027**.

**New Requirements for Districts with Stormwater Systems:**  
**Chapter 2024-275, Laws of Florida**

During this past legislative session, the state enacted Chapter 2024-275, effective June 28, 2024, known as the Florida Stormwater Ratification Bill, which codified several significant changes to the Environmental Resource Permit Handbook promulgated by the Florida Department of Environment Protection (FDEP) (the “FDEP Handbook”).

**Operation and Maintenance Plan:**

As it relates to stormwater management systems, the FDEP Handbook requires that an applicant for construction, alteration or operation of a stormwater management system shall provide a written operation and maintenance plan (“O&M Plan”) at the time of application. The O&M Plan shall provide the following:

- (1) List and details of all stormwater system components, including location, type, how systems connect, etc.;
- (2) List and description of maintenance and inspection tasks for the system and its components (specific procedures provided);
- (3) Regular inspection and maintenance schedules;
- (4) Inspection checklists;
- (5) Copies of or references to pertinent sections of covenants, conditions, restrictions or other documents, permits approvals, and agreements that govern operation and maintenance of the stormwater system; and
- (6) Permitted or as-built plans of the stormwater system.

The O&M Plan must also include a list of after-hours telephone numbers for key maintenance personnel in case of emergencies and information necessary for reviewing copies of maintenance and inspection records. This O&M Plan must be maintained by the operation and maintenance entity, and if a third party performs the operation and maintenance, the permittee remains responsible for all the requirements.

**Additional Inspections and Reports – Florida Requirements:**

The new legislation also requires additional inspections and reports from districts with stormwater infrastructure. The FDEP Handbook provides that the applicant may propose a maximum frequency of inspections for a stormwater system of **5 years**, but FDEP may determine that the stormwater system requires a greater minimum frequency of inspections and includes a chart of the type of system and the inspection frequency for that system, which could require yearly inspections. The stormwater management system inspections conducted on or after **June 28, 2025**, require a qualified inspector to conduct the inspection and submit the reports. FDEP also has adopted additional requirements for each regional water management district, including the South Florida Water Management District (SFWMD). These additional requirements, including the inspection checklist, are available on SFWMD’s website ([www.sfwmd.gov](http://www.sfwmd.gov)), which provides for the reporting requirements and signature of the inspector. The inspection report shall be submitted within **30 days** of the date of the inspection.

### Transfer of Permits for Stormwater Management Systems:

Based on this new legislation and the requirements for permit applications, prior to the acceptance of the transfer of any permit for the stormwater management system, the district manager should obtain the O&M Plan from the developer and confirm that the above requirements have been met. Additionally, the district manager will need to budget for the required inspections and reporting by a qualified inspector.

### **New Requirements for Districts located in Miami-Dade County**

#### Additional Inspections and Reports – Miami-Dade County Requirements:

In Miami-Dade County, the County Commission enacted an ordinance imposing new stormwater management reporting and inspection requirements which commence **3 years** after adoption of the ordinance (**September 4, 2027**). These new ordinance amendments require owners and operators of stormwater management systems that connect to or drain into a public right-of-way drainage infrastructure to certify the stormwater system and submit an asset inventory of the stormwater system and structures, inspections/maintenance records, and maintenance standard operating procedures to the County. After the first certification, the stormwater management system will need to be certified every **10 years thereafter**, unless the County determines an earlier recertification is required.

If the requirements above apply to the special district, the district manager should discuss with the district engineer the anticipated costs of certifying the stormwater system, including the asset inventory of the structures, maintenance standard operating procedures and maintenance report formats to comply with the new County requirements.

#### Miami-Dade County Class V Dewatering Permits:

Additionally, the Miami-Dade County Commission amended the code of ordinances to require **Class V permits** for dewatering operations associated with the cleaning and maintenance of stormwater management systems. Dewater means to discharge either on- or off-site water from an excavation, underground structure, or depressed lands, which includes the cleaning of stormwater infrastructure systems in the special districts. Presently, a special district, or its contractor, will need to apply for and obtain a permit from Miami-Dade County Department of Environmental Resource Management (DERM) prior to the stormwater cleaning. Previously, the special district did not have to obtain a permit from DERM to perform stormwater structure cleaning. There are multiple costs involved, which vary depending upon the length of time of the permit. According to the information provided by DERM, the fee for a one-year permit is \$2,150, as provided on the permit application form. The permit must be issued before work commences, otherwise there will be fines equal to double the permit cost imposed by Miami-Dade County. It is imperative that the permit be issued, and that this requirement is included in the agreement with a contractor. There are also other requirements that the contractor will need to adhere to as a part of the cleaning of the stormwater system under the permit, including, but not limited to, a description of the portion of the infrastructure to be cleaned, the equipment to be used for cleaning,

the standard operating procedure for the cleaning, details and specifications of required pre-treatment system if discharged into same stormwater infrastructure, information on how the filtrate will be collected, transported, and disposed of, details for the authorized facility where the solid content of the truck will be transported, visual inspection of the drainage structure and content for signs of contamination, and proper use of the equipment.

### **Recommendation**

Taking all of these current and new requirements into account, it would benefit the special district for the district engineer to review the current stormwater management systems, including having the district engineer make a determination of: whether mapping is required to identify the location of the stormwater infrastructure, the current condition of the infrastructure, the required maintenance of the system, a maintenance plan, the estimate for the future needs of the stormwater system as a whole and the estimated costs for the regular maintenance (including permit costs) and future capital costs.

# **JUNIPER COVE**

**COMMUNITY DEVELOPMENT DISTRICT**

**10**



**RESOLUTION 2025-08**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE JUNIPER COVE COMMUNITY DEVELOPMENT DISTRICT APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

**WHEREAS**, the Board of Supervisors of the Juniper Cove Community Development District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

**WHEREAS**, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1.9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE JUNIPER COVE COMMUNITY DEVELOPMENT DISTRICT THAT:**

- 1. RECITALS.** The foregoing “**WHEREAS**” clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.
- 2. APPROVAL OF AGREEMENT.** The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.
- 3. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of April, 2025.

ATTEST:

**JUNIPER COVE COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**Exhibit A**

Statewide Mutual Aid Agreement



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## **STATEWIDE MUTUAL AID AGREEMENT - 2023**

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

### **ARTICLE I: DEFINITIONS**

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

## ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

## ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

## ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)<sup>1</sup>.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

## ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

<sup>1</sup> FDEM approved documents such as activity logs and mutual aid forms can be found at:  
[https://portal.floridadisaster.org/projects/FROC/FROC\\_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D](https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D)



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

## ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

## ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

## ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

## ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

## ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

***NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.***

*The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.*

*FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.*

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement on the date specified below:



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A COUNTY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

ATTEST:  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF \_\_\_\_\_ COUNTY,  
STATE OF FLORIDA

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

Clerk or Deputy Clerk

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

Chair

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

Approved as to Form:

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

County Attorney



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A CITY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

ATTEST:  
CITY CLERK

CITY OF \_\_\_\_\_  
STATE OF FLORIDA

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

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

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

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

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

Approved as to Form:

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

City Attorney





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_  
COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

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

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

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

Approved as to Form:

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

Attorney for Entity



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_  
COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

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

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

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

Approved as to Form:

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

Attorney for Entity



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_ SCHOOL DISTRICT, STATE OF FLORIDA

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

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

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

Approved as to Form:

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

Attorney for District



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
STATE COLLEGE, COMMUNITY  
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
UNIVERSITY,  
STATE OF FLORIDA

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

Clerk

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

Chairman

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

Approved as to Form:

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

Attorney for Board



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_ SPECIAL DISTRICT, STATE OF FLORIDA

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

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

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

Approved as to Form:

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

Attorney for District



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
AUTHORITY,  
STATE OF FLORIDA

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

Clerk

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

Chairman

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

Approved as to Form:

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

Attorney for Board



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

ATTEST:

TRIBAL COUNCIL OF THE  
\_\_\_\_\_ TRIBE OF FLORIDA

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

Council Clerk

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

Chairman

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

Approved as to Form:

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

Attorney for Council



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

## JUNIPER COVE

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

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

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

Date: 04/21/2025

Approved as to Form:

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

Attorney for District





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by \_\_\_\_\_

\_\_\_\_\_ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

I certify that the foregoing is an accurate copy of the Resolution adopted by

\_\_\_\_\_ on \_\_\_\_\_.

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

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## **STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT** **Encompassed Entities**

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management (“the Division”) which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

*All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.*

|       |       |
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**JUNIPER COVE**  
**COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED**  
**FINANCIAL**  
**STATEMENTS**

**JUNIPER COVE  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
FEBRUARY 28, 2025**

**JUNIPER COVE  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
FEBRUARY 28, 2025**

|                                                                       | General<br>Fund  | Debt<br>Service<br>Fund | Capital<br>Projects<br>Fund | Total<br>Governmental<br>Funds |
|-----------------------------------------------------------------------|------------------|-------------------------|-----------------------------|--------------------------------|
| <b>ASSETS</b>                                                         |                  |                         |                             |                                |
| Cash                                                                  | \$ 7,788         | \$ -                    | \$ -                        | \$ 7,788                       |
| Investments                                                           |                  |                         |                             |                                |
| Reserve                                                               | -                | 205,773                 | -                           | 205,773                        |
| Capitalized interest                                                  | -                | 83,457                  | -                           | 83,457                         |
| Construction                                                          | -                | -                       | 5,319,630                   | 5,319,630                      |
| Cost of issuance                                                      | -                | 30,969                  | -                           | 30,969                         |
| Due from Landowner                                                    | 6,314            | -                       | -                           | 6,314                          |
| Total assets                                                          | <u>\$ 14,102</u> | <u>\$ 320,199</u>       | <u>\$ 5,319,630</u>         | <u>\$ 5,653,931</u>            |
| <b>LIABILITIES AND FUND BALANCES</b>                                  |                  |                         |                             |                                |
| Liabilities:                                                          |                  |                         |                             |                                |
| Accounts payable                                                      | \$ 8,283         | \$ -                    | \$ -                        | \$ 8,283                       |
| Contracts payable                                                     | -                | -                       | 12,725                      | 12,725                         |
| Due to other                                                          | 84               | -                       | -                           | 84                             |
| Due to Landowner                                                      | -                | 25,000                  | -                           | 25,000                         |
| Landowner advance                                                     | 6,000            | -                       | -                           | 6,000                          |
| Total liabilities                                                     | <u>14,367</u>    | <u>25,000</u>           | <u>12,725</u>               | <u>52,092</u>                  |
| <b>DEFERRED INFLOWS OF RESOURCES</b>                                  |                  |                         |                             |                                |
| Deferred receipts                                                     | 6,314            | -                       | -                           | 6,314                          |
| Total deferred inflows of resources                                   | <u>6,314</u>     | <u>-</u>                | <u>-</u>                    | <u>6,314</u>                   |
| Fund balances:                                                        |                  |                         |                             |                                |
| Restricted for:                                                       |                  |                         |                             |                                |
| Debt service                                                          | -                | 295,199                 | 5,306,905                   | 5,602,104                      |
| Unassigned                                                            | (6,579)          | -                       | -                           | (6,579)                        |
| Total fund balances                                                   | <u>(6,579)</u>   | <u>295,199</u>          | <u>5,306,905</u>            | <u>5,595,525</u>               |
| Total liabilities, deferred inflows of resources<br>and fund balances | <u>\$ 14,102</u> | <u>\$ 320,199</u>       | <u>\$ 5,319,630</u>         | <u>\$ 5,653,931</u>            |

**JUNIPER COVE  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

|                                                              | Current<br>Month  | Year To<br>Date   | Budget         | % of<br>Budget |
|--------------------------------------------------------------|-------------------|-------------------|----------------|----------------|
| <b>REVENUES</b>                                              |                   |                   |                |                |
| Landowner contribution                                       | \$ 3,353          | \$ 19,092         | \$ 107,110     | 18%            |
| Total revenues                                               | <u>3,353</u>      | <u>19,092</u>     | <u>107,110</u> | 18%            |
| <b>EXPENDITURES</b>                                          |                   |                   |                |                |
| <b>Professional &amp; administrative</b>                     |                   |                   |                |                |
| Management/accounting/recording**                            | 4,000             | 14,000            | 48,000         | 29%            |
| Legal                                                        | -                 | 2,350             | 25,000         | 9%             |
| Engineering                                                  | -                 | 315               | 2,000          | 16%            |
| Audit*                                                       | -                 | -                 | 4,600          | 0%             |
| Arbitrage rebate calculation*                                | -                 | -                 | 500            | 0%             |
| Dissemination agent*                                         | 83                | 167               | 1,000          | 17%            |
| EMMA software service                                        | -                 | -                 | 1,000          | 0%             |
| Trustee*                                                     | -                 | -                 | 5,500          | 0%             |
| Telephone                                                    | 17                | 83                | 200            | 42%            |
| Postage                                                      | -                 | 11                | 500            | 2%             |
| Printing & binding                                           | 42                | 208               | 500            | 42%            |
| Legal advertising                                            | -                 | 1,713             | 11,000         | 16%            |
| Annual special district fee                                  | -                 | 175               | 175            | 100%           |
| Insurance - GL and D&O                                       | -                 | 5,408             | 5,720          | 95%            |
| Contingencies/bank charges                                   | 90                | 447               | 500            | 89%            |
| Website hosting & maintenance                                | -                 | 705               | 705            | 100%           |
| Website ADA compliance                                       | -                 | -                 | 210            | 0%             |
| Total professional & administrative                          | <u>4,232</u>      | <u>25,582</u>     | <u>107,110</u> | 24%            |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | (879)             | (6,490)           | -              |                |
| Fund balances - beginning                                    | (5,700)           | (89)              | -              |                |
| Fund balances - ending                                       | <u>\$ (6,579)</u> | <u>\$ (6,579)</u> | <u>\$ -</u>    |                |

\*These items will be realized when bonds are issued

\*\*WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

**JUNIPER COVE  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND  
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

|                                                              | Current<br>Month  | Year To<br>Date   |
|--------------------------------------------------------------|-------------------|-------------------|
| <b>REVENUES</b>                                              |                   |                   |
| Interest                                                     | \$ 114            | \$ 114            |
| Total revenues                                               | <u>114</u>        | <u>114</u>        |
| <b>EXPENDITURES</b>                                          |                   |                   |
| <b>Debt service</b>                                          |                   |                   |
| Cost of issuance                                             | -                 | 180,317           |
| Total debt service                                           | <u>-</u>          | <u>180,317</u>    |
| <b>Other fees &amp; charges</b>                              |                   |                   |
| Underwriter's discount                                       | -                 | 119,000           |
| Original issue discount                                      | -                 | 12,857            |
| Total other fees and charges                                 | <u>-</u>          | <u>131,857</u>    |
| Total expenditures                                           | <u>-</u>          | <u>312,174</u>    |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | 114               | (312,060)         |
| <b>OTHER FINANCING SOURCES/(USES)</b>                        |                   |                   |
| Receipt of bond proceeds                                     | -                 | 632,259           |
| Total other financing sources                                | <u>-</u>          | <u>632,259</u>    |
| Net change in fund balances                                  | 114               | 320,199           |
| Fund balances - beginning                                    | 295,085           | (25,000)          |
| Fund balances - ending                                       | <u>\$ 295,199</u> | <u>\$ 295,199</u> |

**JUNIPER COVE  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2025  
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

|                                                              | Current<br>Month           | Year To<br>Date            |
|--------------------------------------------------------------|----------------------------|----------------------------|
| <b>REVENUES</b>                                              |                            |                            |
| Interest                                                     | \$ 1,889                   | \$ 1,889                   |
| Total revenues                                               | <u>1,889</u>               | <u>1,889</u>               |
| <b>EXPENDITURES</b>                                          |                            |                            |
| Capital outlay                                               | 12,725                     | 12,725                     |
| Total expenditures                                           | <u>12,725</u>              | <u>12,725</u>              |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | (10,836)                   | (10,836)                   |
| <b>OTHER FINANCING SOURCES/(USES)</b>                        |                            |                            |
| Bond proceeds                                                | -                          | 5,317,741                  |
| Total other financing sources/(uses)                         | <u>-</u>                   | <u>5,317,741</u>           |
| Net change in fund balances                                  | (10,836)                   | 5,306,905                  |
| Fund balances - beginning                                    | 5,317,741                  | -                          |
| Fund balances - ending                                       | <u><u>\$ 5,306,905</u></u> | <u><u>\$ 5,306,905</u></u> |



# **JUNIPER COVE**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **MINUTES A**

**DRAFT**

**MINUTES OF MEETING  
JUNIPER COVE  
COMMUNITY DEVELOPMENT DISTRICT**

A Landowners' Meeting of the Juniper Cove Community Development District was held on November 5, 2024 at 10:30 a.m., at the offices of Alvarez Engineers, 8935 NW 35th Lane, Suite #101, Doral, Florida 33172.

**Present at the meeting:**

|                            |                                    |
|----------------------------|------------------------------------|
| Kristen Thomas             | District Manager and Proxy Holder  |
| Daniel Rom (via telephone) | Wrathell, Hunt and Associates, LLC |

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Ms. Thomas called the meeting to order at 10:37 a.m. She stated that she is present, in person, and Mr. Rom is attending via telephone. No members of the public, other Landowners or Landowner Representatives were present.

Ms. Thomas stated that she is the designated Proxy Holder for the Landowner.

**SECOND ORDER OF BUSINESS**

**Affidavit/Proof of Publication**

The affidavit of publication was included for informational purposes.

**THIRD ORDER OF BUSINESS**

**Election of Chair to Conduct Landowners' Meeting**

Ms. Thomas served as Chair to conduct the Landowners' meeting.

**FOURTH ORDER OF BUSINESS**

**Election of Supervisors [Seats 3, 4, 5]**

**A. Nominations**

The following nominations were made:

Seat 3           Debbie Leonard

Seat 4           Rebecca Cortes

37           Seat 5           Mary Moulton

38           No other nominations were made.

39    **B.     Casting of Ballots**

40           Ms. Thomas stated that she is the Proxy Holder for the Landowner, Forestar Realty  
41   Group, Inc., who owns 59.15 acres, which equates to 60 voting units. The proxy was signed by  
42   Sarah Wicker, of Forestar. Ms. Thomas is eligible to cast up to 60 votes per seat.

43           •       **Determine Number of Voting Units Represented**

44           A total of 60 voting units were represented.

45           •       **Determine Number of Voting Units Assigned by Proxy**

46           All 60 voting units represented were assigned by proxy to Ms. Thomas.

47           Ms. Thomas cast the following votes:

48           Seat 3           Deborah Leonard           10 votes

49           Seat 4           Rebecca Cortes           25 votes

50           Seat 5           Mary Moulton           25 votes

51    **C.     Ballot Tabulation and Results**

52           Ms. Thomas reported the following ballot tabulation, results and term lengths:

53           Seat 3           Deborah Leonard           10 votes           2-Year Term

54           Seat 4           Rebecca Cortes           25 votes           4-Year Term

55           Seat 5           Mary Moulton           25 votes           4-Year Term

56

57    **FIFTH ORDER OF BUSINESS**

**Landowners' Questions/Comments**

58

59           There were no Landowners' questions or comments.

60

61    **SIXTH ORDER OF BUSINESS**

**Adjournment**

62

63           There being nothing further to discuss, the meeting adjourned at 10:40 a.m.

64

65

66                           [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

67

68

69

70

71

72 \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair

# **JUNIPER COVE**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **MINUTES B**

**DRAFT**

**MINUTES OF MEETING  
JUNIPER COVE  
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Juniper Cove Community Development District held a Regular Meeting on November 18, 2024 at 10:30 a.m., at the offices of Alvarez Engineers, 8935 NW 35th Lane, Suite #101, Doral, Florida 33172.

**Present were:**

|                 |                     |
|-----------------|---------------------|
| Rebecca Cortes  | Chair               |
| Mary Moulton    | Assistant Secretary |
| Deborah Leonard |                     |

**Also present:**

|                                 |                                    |
|---------------------------------|------------------------------------|
| Daniel Rom                      | District Manager                   |
| Kristen Thomas                  | Wrathell, Hunt and Associates, LLC |
| Michael Pawelczyk               | District Counsel                   |
| Juan Alvarez                    | District Engineer                  |
| Zack Griffin (via telephone)    | Forestar                           |
| Chris Williams (via telephone)  | Forestar                           |
| Frank Reynolds                  | Forestar                           |
| Cynthia Wilhelm (via telephone) | Bond Counsel                       |

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Rom called the meeting to order at 10:32 a.m. He noted that the Oath of Office was administered to Supervisors Moulton, Cortes and Leonard prior to the meeting; therefore, a quorum was established for today's meeting.

Supervisors Moulton, Cortes and Leonard were present. Supervisors Cotter and Camporeale were not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**THIRD ORDER OF BUSINESS**

**Administration of Oath of Office to Newly Elected Supervisors (Debbie Leonard - Seat 3, Rebecca Cortes - Seat 4, Mary Moulton - Seat 5) (the following to be provided under separate cover)**

Mr. Rom reiterated that the Oath of Office was administered to the newly elected Supervisors before the meeting. As experienced CDD Board Members, all are familiar with the following:

**A. Required Ethics Training and Disclosure Filing**

- **Sample Form 1 2023/Instructions**

**B. Membership, Obligation and Responsibilities****C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees****D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers****FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2025-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date**

Mr. Rom presented Resolution 2025-01. The results of the Landowners' Election will be inserted into Sections 1 and 2. The Landowners' Election results were as follows:

|        |                 |          |             |
|--------|-----------------|----------|-------------|
| Seat 3 | Deborah Leonard | 10 votes | 2-Year Term |
| Seat 4 | Rebecca Cortes  | 25 votes | 4-Year Term |
| Seat 5 | Mary Moulton    | 25 votes | 4-Year Term |

**On MOTION by Ms. Leonard and seconded by Ms. Moulton, with all in favor, Resolution 2025-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date, was adopted.**

**FIFTH ORDER OF BUSINESS**

**Acceptance of Resignation of Christian Cotter [Seat 1]; Term Expires November 2026**

Mr. Rom presented Mr. Christian Cotter's resignation.

**On MOTION by Ms. Cortes and seconded by Ms. Moulton, with all in favor, the resignation of Mr. Christian Cotter from Seat 1, was accepted.**

**SIXTH ORDER OF BUSINESS**

**Consider Appointment of Sarah Wicker to Fill Term of Seat 1**

Ms. Moulton nominated Ms. Sarah Wicker to fill Seat 1. No other nominations were made.

**On MOTION by Ms. Moulton and seconded by Ms. Leonard, with all in favor, the appointment of Ms. Sarah Wicker to fill Seat 1, was approved.**

- Administration of Oath of Office**

The Oath of Office will be administered at or before the next meeting.

**SEVENTH ORDER OF BUSINESS**

**Acceptance of Resignation of Maria Camporeale [Seat 2]; Term Expires November 2026**

Mr. Rom presented Ms. Maria Camporeale's resignation.

**On MOTION by Ms. Leonard and seconded by Ms. Moulton, with all in favor, the resignation of Ms. Maria Camporeale from Seat 2, was accepted.**

**EIGHTH ORDER OF BUSINESS**

**Consider Appointment of Frank Reynolds to Fill Term of Seat 2**



110 Ms. Leonard nominated Mr. Frank Reynolds to fill Seat 2. No other nominations were  
111 made.

112

113 **On MOTION by Ms. Leonard and seconded by Ms. Moulton, with all in favor,**  
114 **the appointment of Mr. Frank Reynolds to fill Seat 2, was approved.**

115

116

117 • **Administration of Oath of Office**

118 Mr. Rom, a Notary of the State of Florida and duly authorized, administered the Oath of  
119 Office to Mr. Frank Reynolds and provided him with a new Supervisor packet.

120

121 **NINTH ORDER OF BUSINESS**

**Consideration of Resolution 2025-02,  
Electing and Removing Officers of the  
District and Providing for an Effective Date**

122

123

124

125 Mr. Rom presented Resolution 2025-02.

126 Ms. Moulton nominated the following:

|     |                 |                     |
|-----|-----------------|---------------------|
| 127 | Sarah Wicker    | Chair               |
| 128 | Frank Reynolds  | Vice Chair          |
| 129 | Rebecca Cortes  | Assistant Secretary |
| 130 | Deborah Leonard | Assistant Secretary |
| 131 | Mary Moulton    | Assistant Secretary |
| 132 | Kristen Thomas  | Assistant Secretary |

133 No other nominations were made.

134 This Resolution removes the following from the Board:

|     |                  |                     |
|-----|------------------|---------------------|
| 135 | David Tello      | Vice Chair          |
| 136 | Christian Cotter | Assistant Secretary |
| 137 | Maria Camporeale | Assistant Secretary |

138 The following prior appointments by the Board remain unaffected by this Resolution:

|     |                |                     |
|-----|----------------|---------------------|
| 139 | Craig Wrathell | Secretary           |
| 140 | Daniel Rom     | Assistant Secretary |
| 141 | Craig Wrathell | Treasurer           |

142 Jeff Pinder

Assistant Treasurer

143

144 **On MOTION by Ms. Moulton and seconded by Ms. Leonard, with all in favor,**  
145 **Resolution 2025-02, Electing, as nominated, and Removing Officers of the**  
146 **District and Providing for an Effective Date, was adopted.**

147

148

149 **TENTH ORDER OF BUSINESS**

**Presentation of Master Engineer's Report**

150

151 Mr. Alvarez presented the Engineer's Report dated February 7, 2022, and stated that  
152 the Report is unchanged since it was initially approved. He noted that the intent was for all the  
153 open parcels to be owned by the CDD. He recommended a blanket easement until the plats are  
154 recorded and the transfers occur.

155 Mr. Pawelczyk stated that a blanket easement can be done over the entire CDD  
156 boundary now that Forestar owns all the property within the CDD boundaries. Once the plats  
157 are recorded and the parcels with any needed drainage easements are conveyed to the CDD,  
158 the blanket easement would be terminated. This has been done in other CDDs without impact  
159 to title work. The Board directed Staff to prepare the Easement and have it executed, for  
160 ratification at the next meeting.

161 Mr. Pawelczyk voiced his belief that bonds will be issued in December 2024.

162 Mr. Alvarez stated the Engineer's Report initially anticipated completion in 2023, as  
163 reflected in the construction schedule. He will work with Mr. Griffin and prepare a  
164 Supplemental Engineer's Report to include the necessary revisions.

165 Mr. Rom asked if the intention is for the CDD to eventually maintain items listed in Table  
166 3, on Page 5, or if the intention is to work with the HOA on a Maintenance Agreement.

167 Ms. Moulton believes the intention is to partner with the HOA on a Maintenance  
168 Agreement.

169 Mr. Griffin reviewed Table 3 and stated the Site Plan includes a mix of public and private  
170 roads delineated by valley gutter crossings. The school has elected not to take ownership of the  
171 school parcel; while the parcel would revert to common area to be owned and maintained by  
172 the HOA, per the Development Order, he is working with the County to add the parcel to the

preserve, to be owned and maintained by the County to reduce the burden on the HOA. The County Parks Department has taken interest in a parks tract; that will be deeded to the Parks Department after the plat is recorded.

Mr. Griffin will send Mr. Alvarez a copy of the Development Order.

Mr. Rom will work with Mr. Griffin and Ms. Wicker regarding the Maintenance Agreement. This item will be included as a discussion item on the next meeting agenda.

**On MOTION by Ms. Leonard and seconded by Ms. Cortes, with all in favor, the Engineer's Report dated February 7, 2022, in substantial form, was approved.**

#### **ELEVENTH ORDER OF BUSINESS**

#### **Presentation of First Supplemental Special Assessment Methodology Report**

Mr. Rom presented the First Supplemental Special Assessment Methodology Report dated November 18, 2024. He reviewed the pertinent information and discussed the Development Program, Capital Improvement Plan (CIP), Financing Program, Assessment Methodology, lienability tests, special and peculiar benefits to the units, True-up Mechanism and the Appendix Tables. He noted the following:

- The CDD consists of approximately 58.92 acres in unincorporated Miami-Dade County, Florida.
- 350 residential dwelling units are anticipated.
- The anticipated total CIP costs are estimated at \$12,975,000.
- The total par amount of the Series 2024 bonds, including the costs of financing, capitalized interest and debt service reserve, is \$6,015,000 to fund an estimated \$5,352,288 in CIP costs, with the balance of the costs in the estimated amount of \$7,622,712 anticipated to be financed by the Developer and contributed to the CDD at no cost.
- No bond assessments are allocated to any private amenities or governmental property.

**On MOTION by Ms. Leonard and seconded by Ms. Cortes, with all in favor, the First Supplemental Special Assessment Methodology Report dated November 18, 2024, in substantial form, was approved.**

## TWELFTH ORDER OF BUSINESS

Consideration of Resolution 2025-03, Delegating to the Chairman of the Board of Supervisors of Juniper Cove Community Development District (the "District") the Authority to Approve the Sale, Issuance and Terms of Sale of Juniper Cove Community Development District Capital Improvement Revenue Bonds, Series 2024, as a Single Series of Bonds Under the Master Trust Indenture (the "Series 2024 Bonds") in Order to Finance the Series 2024 Project; Establishing the Parameters for the Principal Amounts, Interest Rates, Maturity Dates, Redemption Provisions and Other Details Thereof; Approving the Form of and Authorizing the Chairman to Accept the Bond Purchase Contract for the Series 2024 Bonds; Approving a Negotiated Sale of the Series 2024 Bonds to the Underwriter; Approving the Forms of the Master Trust Indenture And First Supplemental Trust Indenture and Authorizing The Execution And Delivery Thereof by Certain Officers of the District; Appointing a Trustee, Paying Agent and Bond Registrar for the Series 2024 Bonds; Approving the Form of the Series 2024 Bonds; Approving the Form of and Authorizing the Use of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum Relating to the Series 2024 Bonds; Approving the Form of the Continuing Disclosure Agreement Relating to the Series 2024 Bonds; Authorizing Certain Officers of the District to Take All Actions Required and to Execute and Deliver All Documents, Instruments and Certificates Necessary in Connection with the Issuance, Sale and Delivery of the Series 2024 Bonds; Authorizing the Vice Chairman and Assistant Secretaries to Act in the Stead of

the Chairman or the Secretary, as the Case May be; Specifying the Application of the Proceeds of the Series 2024 Bonds; Authorizing Certain Officers of the District to Take All Actions and Enter Into All Agreements Required in Connection with the Acquisition and Construction of the Series 2024 Project; and Providing an Effective Date

Ms. Wilhelm presented Resolution 2025-03, known as the Delegated Award Resolution, which accomplishes the following:

➤ Authorizes the Chair to enter into a Bond Purchase Contract so long as the terms of the Contract are within the parameters approved by the Board.

➤ Approves, in substantial form, certain documents needed to market, price and sell the bonds, including the Bond Purchase Contract, Master and First Supplemental Trust Indentures, Preliminary Limited Offering Memorandum and the Continuing Disclosure Agreement.

➤ Sets forth the parameters within which the Chair can enter into the Bond Purchase Contract, as follows:

Maximum Principal Amount: Not to Exceed \$7,000,000

Maximum Coupon Rate: Maximum Statutory Rate

Underwriting Discount: Maximum 2.0%

Not to Exceed Maturity Date: Maximum Allowed by Law

Redemption Provisions: The Series 2024 Bonds shall be subject to redemption as set forth in the form of Series 2024 Bond attached to the form of Supplemental Indenture attached.

Ms. Wilhelm noted that the same authority is also delegated to the Vice Chair.

**On MOTION by Ms. Leonard and seconded by Ms. Cortes, with all in favor, Resolution 2025-03, Delegating to the Chairman of the Board of Supervisors of Juniper Cove Community Development District (the "District") the Authority to Approve the Sale, Issuance and Terms of Sale of Juniper Cove Community Development District Capital Improvement Revenue Bonds, Series 2024, as a Single Series of Bonds Under the Master Trust Indenture (the "Series 2024**

Bonds") in Order to Finance the Series 2024 Project; Establishing the Parameters for the Principal Amounts, Interest Rates, Maturity Dates, Redemption Provisions and Other Details Thereof; Approving the Form of and Authorizing the Chairman to Accept the Bond Purchase Contract for the Series 2024 Bonds; Approving a Negotiated Sale of the Series 2024 Bonds to the Underwriter; Approving the Forms of the Master Trust Indenture And First Supplemental Trust Indenture and Authorizing The Execution And Delivery Thereof by Certain Officers of the District; Appointing a Trustee, Paying Agent and Bond Registrar for the Series 2024 Bonds; Approving the Form of the Series 2024 Bonds; Approving the Form of and Authorizing the Use of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum Relating to the Series 2024 Bonds; Approving the Form of the Continuing Disclosure Agreement Relating to the Series 2024 Bonds; Authorizing Certain Officers of the District to Take All Actions Required and to Execute and Deliver All Documents, Instruments and Certificates Necessary in Connection with the Issuance, Sale and Delivery of the Series 2024 Bonds; Authorizing the Vice Chairman and Assistant Secretaries to Act in the Stead of the Chairman or the Secretary, as the Case May be; Specifying the Application of the Proceeds of the Series 2024 Bonds; Authorizing Certain Officers of the District to Take All Actions and Enter Into All Agreements Required in Connection with the Acquisition and Construction of the Series 2024 Project; and Providing an Effective Date, was adopted.

**THIRTEENTH ORDER OF BUSINESS****Consideration of Forms of Issuer's Counsel Documents**

Mr. Pawelczyk presented the following and recommended approval, in substantial form:

- A. Acquisition Agreement**
- B. Completion Agreement**
- C. Declarations of Consent**
- **Collateral Assignment**

**This item was an addition to the agenda.**

This document assigns development rights to the CDD in the unlikely event that the CDD must foreclose on the bonds and complete the infrastructure portion of the development.

- D. Lien of Record**
- E. True-Up Agreement**

On MOTION by Ms. Moulton and seconded by Ms. Leonard, with all in favor, the Acquisition Agreement, Completion Agreement, Collateral Assignment, Lien of Record and True-Up Agreement, all in substantial form, and authorizing execution of the documents at the appropriate time, were approved, and the Declarations of Consent, in substantial form, were accepted.

**FOURTEENTH ORDER OF BUSINESS**

Consideration of Resolution 2025-04, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Remainder of Fiscal Year 2024/2025 and Providing for an Effective Date

Mr. Rom presented Resolution 2025-04. He noted that a meeting schedule was previously approved and adopted; this is being presented as there are some new Board Members.

The Board took no action on this matter.

**FIFTEENTH ORDER OF BUSINESS**

Acceptance of Unaudited Financial Statements as of September 30, 2024

Mr. Rom presented the Unaudited Financial Statements as of September 30, 2024.

On MOTION by Ms. Moulton and seconded by Ms. Leonard, with all in favor, the Unaudited Financial Statements as of September 30, 2024, were accepted.

**SIXTEENTH ORDER OF BUSINESS**

Approval of August 19, 2024 Public Hearing and Regular Meeting Minutes

Mr. Rom presented the August 19, 2024 Public Hearing and Regular Meeting Minutes.

On MOTION by Ms. Moulton and seconded by Ms. Cortes, with all in favor, the August 19, 2024 Public Hearing and Regular Meeting Minutes, as presented, were approved.

**SEVENTEENTH ORDER OF BUSINESS****Staff Reports****A. District Counsel: Billing, Cochran, Lyles, Mauro & Ramsey, P.A**

Mr. Pawelczyk reminded the Supervisors to complete the ethics training requirement by December 31, 2024. Newly appointed Supervisors are not required to complete the requirement until December 31, 2025, unless they currently serve on other Boards.

**B. District Engineer: Alvarez Engineers, Inc.**

There was no District Engineer report.

**C. District Manager: Wrathell, Hunt and Associates, LLC**

- **NEXT MEETING DATE: December 16, 2024 at 10:30 AM**

- **QUORUM CHECK**

The next meeting will be held on December 16, 2024, unless cancelled.

**EIGHTEENTH ORDER OF BUSINESS****Board Members' Comments/Requests**

Mr. Rom stated that bonds will likely be issued in approximately 30 days.

**NINETEENTH ORDER OF BUSINESS****Public Comments**

No members of the public spoke.

**TWENTIETH ORDER OF BUSINESS****Adjournment**

|                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------|
| <b>On MOTION by Ms. Cortes and seconded by Ms. Leonard, with all in favor, the meeting adjourned at 11:14 a.m.</b> |
|--------------------------------------------------------------------------------------------------------------------|

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



390

391

392

393

394

395 \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair

# **JUNIPER COVE**

**COMMUNITY DEVELOPMENT DISTRICT**

## **STAFF REPORTS**

| JUNIPER COVE COMMUNITY DEVELOPMENT DISTRICT                                   |                            |          |
|-------------------------------------------------------------------------------|----------------------------|----------|
|                                                                               |                            |          |
| BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE                   |                            |          |
|                                                                               |                            |          |
| LOCATION                                                                      |                            |          |
| <i>Alvarez Engineers, 8935 NW 35th Lane, Suite #101, Doral, Florida 33172</i> |                            |          |
|                                                                               |                            |          |
| DATE                                                                          | POTENTIAL DISCUSSION/FOCUS | TIME     |
|                                                                               |                            |          |
| October 21, 2024 <b>CANCELED</b>                                              | Regular Meeting            | 10:30 AM |
|                                                                               |                            |          |
| November 5, 2024                                                              | Landowners' Meeting        | 10:30 AM |
|                                                                               |                            |          |
| November 18, 2024                                                             | Regular Meeting            | 10:30 AM |
|                                                                               |                            |          |
| December 16, 2024 <b>CANCELED</b>                                             | Regular Meeting            | 10:30 AM |
|                                                                               |                            |          |
| February 17, 2025 <b>CANCELED</b>                                             | Regular Meeting            | 10:30 AM |
|                                                                               |                            |          |
| March 17, 2025 <b>CANCELED</b>                                                | Regular Meeting            | 10:30 AM |
|                                                                               |                            |          |
| April 21, 2025                                                                | Regular Meeting            | 10:30 AM |
|                                                                               |                            |          |
| May 19, 2025                                                                  | Regular Meeting            | 10:30 AM |
|                                                                               |                            |          |
| June 16, 2025                                                                 | Regular Meeting            | 10:30 AM |
|                                                                               |                            |          |
| July 21, 2025                                                                 | Regular Meeting            | 10:30 AM |
|                                                                               |                            |          |
| August 18, 2025                                                               | Regular Meeting            | 10:30 AM |
|                                                                               |                            |          |
| September 15, 2025                                                            | Regular Meeting            | 10:30 AM |
|                                                                               |                            |          |