

SEBASTIAN ISLES

**COMMUNITY DEVELOPMENT
DISTRICT**

April 21, 2025

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

SEBASTIAN ISLES
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Sebastian Isles 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
Sebastian Isles Community Development District

Dear Board Members:

The Board of Supervisors of the Sebastian Isles 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. Consider Appointment to Fill Unexpired Term of Seat 3; *Term Expires November 2026*
 - Administration of Oath of Office to Appointed Supervisor (*the following to be provided under a 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 Officers
4. Consideration of Resolution 2025-03, Electing and Removing Officers of the District and Providing for an Effective Date
5. Consideration of Resolution 2025-04, 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 2025-05, 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

ATTENDEES:

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

7. Consideration of Resolution 2025-06, 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
8. Discussion: Stormwater Management System Memo 2025
9. Consideration of Resolution 2025-07, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date
10. Acceptance of Unaudited Financial Statements as of February 28, 2025
11. Approval of Minutes
 - A. November 5, 2024 Landowners' Meeting
 - B. November 18, 2024 Regular Meeting
12. Staff Reports
 - A. District Counsel: *Billing, Cochran, Lyles, Mauro & Ramsey, P.A.*
 - B. District Engineer: *Alvarez Engineers, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: May 19, 2025 at 10:30 AM, *or immediately following the adjournment of the Juniper Cove CDD meeting*

○ QUORUM CHECK

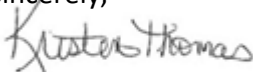
SEAT 1	KETIH LEONARD	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	CYNTHIA CALDEVILLA	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3		☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	REBECCA CORTES	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	DEBORAH LEONARD	☐ IN PERSON	☐ PHONE	☐ NO

13. Public Comments

14. Adjournment

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

SEBASTIAN ISLES

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
SEBASTIAN ISLES COMMUNITY DEVELOPMENT DISTRICT
ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Sebastian Isles 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 SEBASTIAN ISLES COMMUNITY DEVELOPMENT
DISTRICT THAT:**

SECTION 1. The following is/are elected as Officer(s) of the District effective April 21, 2025:

_____ is elected Chair
_____ is elected Vice Chair
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of April 21, 2025:

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

Craig Wrathell is Secretary

Daniel Rom is Assistant Secretary

Kristen Thomas is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

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

ATTEST:

SEBASTIAN ISLES COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SEBASTIAN ISLES

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SEBASTIAN ISLES 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 Sebastian Isles 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 SEBASTIAN ISLES 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:

**SEBASTIAN ISLES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget for Fiscal Year 2026

Exhibit A: Proposed Budget for Fiscal Year 2026

**SEBASTIAN ISLES
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2026**

**SEBASTIAN ISLES
COMMUNITY DEVELOPMENT DISTRICT
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**SEBASTIAN ISLES
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Adopted Budget FY 2025	Actual through 02/28/2025	Projected through 9/30/2025	Total Actual & Projected	Budget FY 2026
REVENUES					
Assessment levy: on-roll - gross	\$ 62,935				\$ 52,893
Allowable discounts (4%)	(2,517)				(2,116)
Assessment levy: on-roll - net	60,418	\$ 57,184	\$ 3,234	\$ 60,418	50,777
Landowner contribution	90,363	24,880	27,408	52,288	75,146
Total revenues	150,781	82,064	30,642	112,706	125,923
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	45,000	18,750	26,250	45,000	45,000
Legal	25,000	5,288	10,000	15,288	25,000
Engineering	2,000	-	2,000	2,000	2,500
Audit	4,900	-	4,900	4,900	5,000
Arbitrage rebate calculation	500	-	500	500	500
Dissemination agent	1,000	416	584	1,000	1,000
EMMA software service	1,000	-	1,000	1,000	1,000
Trustee	5,500	-	5,500	5,500	5,500
Telephone	200	83	117	200	200
Postage	500	-	500	500	500
Printing & binding	500	208	292	500	500
Legal advertising	20,000	(976)	6,500	5,524	12,500
Annual special district fee	175	175	-	175	175
Insurance - GL and D&O	5,949	5,408	541	5,949	6,125
Contingencies/bank charges	500	21	479	500	500
Website hosting & maintenance	705	-	705	705	705
Website ADA compliance	210	210	-	210	210
Property appraiser	315	-	315	315	529
Tax collector	315	541	-	541	529
Total professional & administrative	114,269	30,124	60,183	90,307	107,973
Field operations					
Utilities					
Street lights - electric	28,512	3,161	8,000	11,161	10,850
Drainage maintenance	5,500	-	5,500	5,500	4,600
Road maintenance	2,500	-	2,500	2,500	2,500
Total field operations	36,512	3,161	16,000	19,161	17,950
Total expenditures	150,781	33,285	76,183	109,468	125,923
Excess/(deficiency) of revenues over/(under) expenditures	-	48,779	(45,541)	3,238	-
Fund balance - beginning (unaudited)	-	(4)	48,775	(4)	3,234
Fund balance - ending (projected)					
Assigned					
Unassigned	-	48,775	3,234	3,234	3,234
Fund balance - ending	\$ -	\$ 48,775	\$ 3,234	\$ 3,234	\$ 3,234

**SEBASTIAN ISLES
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording	\$ 45,000
Wrathell, Hunt and Associates, LLC (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.	
Legal	25,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and	
Engineering	2,500
The District's Engineer will provide construction and consulting services, to assist the District in	
Audit*	5,000
Statutorily required for the District to undertake an independent examination of its books, records	
Arbitrage rebate calculation	500
To ensure the District's compliance with all tax regulations, annual computations are necessary to	
Dissemination agent	1,000
The District must annually disseminate financial information in order to comply with the requirements	
EMMA software service*	1,000
Disclosure Technology Services, LLC EMMA filing assistance software license agreement for quarterly disclosure reporting.	
Trustee	5,500
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages	
Legal advertising	12,500
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
EXPENDITURES (continued)	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance - GL and D&O	6,125
Contingencies/bank charges	500
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing	
Website hosting & maintenance	705
Website ADA compliance	210
Field operations	
Street lights - electric	10,850
Property appraiser	529
Tax collector	529
Drainage maintenance	4,600
Road maintenance	2,500
Total expenditures	<u><u>\$ 125,923</u></u>

**SEBASTIAN ISLES
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2024
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 02/28/2025	Projected through 9/30/2025	Total Actual & Projected	
REVENUES					
Special assessment - on-roll	\$ -				\$ 122,105
Allowable discounts (4%)	-				(4,884)
Assessment levy: net	-	\$ 111,103	\$ 3,676	\$ 114,779	117,221
Special assessment: off-roll	-	-	175,500	175,500	173,741
Interest	-	1,511	-	1,511	-
Total revenues	-	112,614	179,176	290,279	290,962
EXPENDITURES					
Debt service					
Principal	-	-	65,000	65,000	70,000
Interest	-	25,772	110,449	136,221	218,135
Total debt service	-	25,772	175,449	201,221	288,135
Other fees & charges					
Tax collector	-	1,051	-	1,051	2,442
Total other fees & charges	-	1,051	-	1,051	2,442
Total expenditures	-	26,823	175,449	202,272	290,577
Excess/(deficiency) of revenues over/(under) expenditures	-	85,791	3,727	88,007	385
Fund balance:					
Beginning fund balance (unaudited)	-	105,677	191,468	105,677	193,684
Ending fund balance (projected)	\$ -	\$ 191,468	\$ 195,195	\$ 193,684	194,069
Use of fund balance:					
Debt service reserve account balance (required)					(72,145)
Principal and Interest expense - November 1, 2026					(107,580)
Projected fund balance surplus/(deficit) as of September 30, 2026					\$ 14,344

**SEBASTIAN ISLES
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2024 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/24			25,771.38	25,771.38	4,365,000.00
05/01/25	65,000.00	4.250%	110,448.75	175,448.75	4,300,000.00
11/01/25			109,067.50	109,067.50	4,300,000.00
05/01/26	70,000.00	4.250%	109,067.50	179,067.50	4,230,000.00
11/01/26			107,580.00	107,580.00	4,230,000.00
05/01/27	75,000.00	4.250%	107,580.00	182,580.00	4,155,000.00
11/01/27			105,986.25	105,986.25	4,155,000.00
05/01/28	75,000.00	4.250%	105,986.25	180,986.25	4,080,000.00
11/01/28			104,392.50	104,392.50	4,080,000.00
05/01/29	80,000.00	4.250%	104,392.50	184,392.50	4,000,000.00
11/01/29			102,692.50	102,692.50	4,000,000.00
05/01/30	85,000.00	4.250%	102,692.50	187,692.50	3,915,000.00
11/01/30			100,886.25	100,886.25	3,915,000.00
05/01/31	85,000.00	4.250%	100,886.25	185,886.25	3,830,000.00
11/01/31			99,080.00	99,080.00	3,830,000.00
05/01/32	90,000.00	5.000%	99,080.00	189,080.00	3,740,000.00
11/01/32			96,830.00	96,830.00	3,740,000.00
05/01/33	95,000.00	5.000%	96,830.00	191,830.00	3,645,000.00
11/01/33			94,455.00	94,455.00	3,645,000.00
05/01/34	100,000.00	5.000%	94,455.00	194,455.00	3,545,000.00
11/01/34			91,955.00	91,955.00	3,545,000.00
05/01/35	105,000.00	5.000%	91,955.00	196,955.00	3,440,000.00
11/01/35			89,330.00	89,330.00	3,440,000.00
05/01/36	110,000.00	5.000%	89,330.00	199,330.00	3,330,000.00
11/01/36			86,580.00	86,580.00	3,330,000.00
05/01/37	115,000.00	5.000%	86,580.00	201,580.00	3,215,000.00
11/01/37			83,705.00	83,705.00	3,215,000.00
05/01/38	120,000.00	5.000%	83,705.00	203,705.00	3,095,000.00
11/01/38			80,705.00	80,705.00	3,095,000.00
05/01/39	130,000.00	5.000%	80,705.00	210,705.00	2,965,000.00
11/01/39			77,455.00	77,455.00	2,965,000.00
05/01/40	135,000.00	5.000%	77,455.00	212,455.00	2,830,000.00
11/01/40			74,080.00	74,080.00	2,830,000.00
05/01/41	140,000.00	5.000%	74,080.00	214,080.00	2,690,000.00
11/01/41			70,580.00	70,580.00	2,690,000.00
05/01/42	150,000.00	5.000%	70,580.00	220,580.00	2,540,000.00
11/01/42			66,830.00	66,830.00	2,540,000.00
05/01/43	155,000.00	5.000%	66,830.00	221,830.00	2,385,000.00
11/01/43			62,955.00	62,955.00	2,385,000.00
05/01/44	165,000.00	5.000%	62,955.00	227,955.00	2,220,000.00
11/01/44			58,830.00	58,830.00	2,220,000.00
05/01/45	175,000.00	5.300%	58,830.00	233,830.00	2,045,000.00
11/01/45			54,192.50	54,192.50	2,045,000.00
05/01/46	180,000.00	5.300%	54,192.50	234,192.50	1,865,000.00
11/01/46			49,422.50	49,422.50	1,865,000.00
05/01/47	190,000.00	5.300%	49,422.50	239,422.50	1,675,000.00
11/01/47			44,387.50	44,387.50	1,675,000.00
05/01/48	200,000.00	5.300%	44,387.50	244,387.50	1,475,000.00
11/01/48			39,087.50	39,087.50	1,475,000.00
05/01/49	215,000.00	5.300%	39,087.50	254,087.50	1,260,000.00
11/01/49			33,390.00	33,390.00	1,260,000.00

**SEBASTIAN ISLES
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2024 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/50	225,000.00	5.300%	33,390.00	258,390.00	1,035,000.00
11/01/50			27,427.50	27,427.50	1,035,000.00
05/01/51	240,000.00	5.300%	27,427.50	267,427.50	795,000.00
11/01/51			21,067.50	21,067.50	795,000.00
05/01/52	250,000.00	5.300%	21,067.50	271,067.50	545,000.00
11/01/52			14,442.50	14,442.50	545,000.00
05/01/53	265,000.00	5.300%	14,442.50	279,442.50	280,000.00
11/01/53			7,420.00	7,420.00	280,000.00
05/01/54	280,000.00	5.300%	7,420.00	287,420.00	-
Total	4,365,000.00		4,245,845.13	8,610,845.13	

**SEBASTIAN ISLES
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

On-Roll					
Product/Parcel	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
Townhome	116	\$ 455.97	\$ 1,052.63	\$ 1,508.60	\$ 1,594.34
Total	116				

Landowner Contribution (GF) and Off-Roll Assessments (DSF)					
Product/Parcel	Units	FY 2025 O&M Contribution per Unit	FY 2026 DS Assessment per Unit	FY 2025 Total Contribution and Assessment per Unit	FY 2025 Total Assessment per Unit
Single Family	135	\$ 556.64	\$ 1,286.97	\$ 1,843.61	N/A
Total	135				

SEBASTIAN ISLES

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2025-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SEBASTIAN ISLES 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 Sebastian Isles 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 SEBASTIAN ISLES 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 21st day of April, 2025.

ATTEST:

**SEBASTIAN ISLES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

SEBASTIAN ISLES 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

SEBASTIAN ISLES

COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2025-06

A RESOLUTION OF THE SEBASTIAN ISLES 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 Sebastian Isles 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 SEBASTIAN ISLES 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:

**SEBASTIAN ISLES
COMMUNITY DEVELOPMENT DISTRICT**

Print name: _____
Secretary/Assistant Secretary

Print name: _____
Chair/Vice-Chair, Board of Supervisors

SEBASTIAN ISLES

COMMUNITY DEVELOPMENT DISTRICT

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MEMORANDUM

TO: District Manager

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

DATE: February 10, 2025

RE: Stormwater system legal requirements update

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), 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.

SEBASTIAN ISLES

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-07

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SEBASTIAN ISLES
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 Sebastian Isles 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
SEBASTIAN ISLES 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 21st day of April, 2025.

ATTEST:

**SEBASTIAN ISLES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

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.



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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](#)¹.

- 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](#).

¹ 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



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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.



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- 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);



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- 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



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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 Management's 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

SEBASTIAN ISLES
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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_____	_____

SEBASTIAN ISLES
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**SEBASTIAN ISLES
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
FEBRUARY 28, 2025**

**SEBASTIAN ISLES
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
FEBRUARY 28, 2025**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 55,785	\$ -	\$ -	\$ 55,785
Investments				
Revenue	-	110,008	-	110,008
Reserve	-	72,410	-	72,410
Capitalized interest	-	147	-	147
Construction	-	-	2,165,067	2,165,067
Cost of issuance	-	7,893	-	7,893
Due from Landowner	10,488	-	-	10,488
Due from general fund	-	1,010	-	1,010
Total assets	<u>\$ 66,273</u>	<u>\$191,468</u>	<u>\$ 2,165,067</u>	<u>\$ 2,422,808</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Contracts payable	-	-	13,722	13,722
Due to debt service fund	1,010	-	-	1,010
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>7,010</u>	<u>-</u>	<u>13,722</u>	<u>20,732</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	10,488	-	-	10,488
Total deferred inflows of resources	<u>10,488</u>	<u>-</u>	<u>-</u>	<u>10,488</u>
Fund balances:				
Restricted for:				
Debt service	-	191,468	-	191,468
Capital projects	-	-	2,151,345	2,151,345
Unassigned	48,775	-	-	48,775
Total fund balances	<u>48,775</u>	<u>191,468</u>	<u>2,151,345</u>	<u>2,391,588</u>
Total liabilities and fund balances	<u>\$ 66,273</u>	<u>\$191,468</u>	<u>\$ 2,165,067</u>	<u>\$ 2,422,808</u>

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 57,184	\$ 60,324	95%
Landowner contribution	-	24,880	90,226	28%
Total revenues	-	82,064	150,550	55%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	3,750	18,750	45,000	42%
Legal	(5,788)	5,288	25,000	21%
Engineering	-	-	2,000	0%
Audit	-	-	4,900	0%
Arbitrage rebate calculation	-	-	500	0%
Dissemination agent	83	416	1,000	42%
Trustee	-	-	5,500	0%
EMMA software service	-	-	1,000	0%
Telephone	16	83	200	42%
Postage	-	-	500	0%
Printing & binding	42	208	500	42%
Legal advertising	(2,707)	(976)	20,000	-5%
Annual special district fee	-	175	175	100%
Insurance - GL and D&O	-	5,408	5,720	95%
Contingencies/bank charges	5	21	500	4%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	210	210	100%
Total professional & administrative	(4,599)	29,583	113,410	26%
Field operations				
Utilities				
Street lights - electric	807	3,161	28,512	11%
Drainage maintenance	-	-	5,500	0%
Road maintenance	-	-	2,500	0%
Total field operations	807	3,161	36,512	9%
Total other fees & charges				
Property appraiser	-	-	314	0%
Tax collector	-	541	314	172%
Total other fees & charges	-	541	628	86%
Total expenditures	(3,792)	33,285	150,550	22%
Excess/(deficiency) of revenues over/(under) expenditures	3,792	48,779	-	
Fund balances - beginning	44,983	(4)	-	
Fund balances - ending	\$ 48,775	\$ 48,775	\$ -	

**SEBASTIAN ISLES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2024
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year To Date
REVENUES		
Assessment levy: on-roll - net	\$ -	\$ 111,103
Interest	300	1,511
Total revenues	<u>300</u>	<u>112,614</u>
EXPENDITURES		
Debt service		
Interest	-	25,772
Tax collector	-	1,051
Total expenditures	<u>-</u>	<u>26,823</u>
Excess/(deficiency) of revenues over/(under) expenditures	300	85,791
Fund balances - beginning	191,168	105,677
Fund balances - ending	<u><u>\$ 191,468</u></u>	<u><u>\$ 191,468</u></u>

**SEBASTIAN ISLES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2024
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 7,950	\$ 40,039
Total revenues	<u>7,950</u>	<u>40,039</u>
EXPENDITURES		
Construction costs	<u>13,722</u>	<u>25,127</u>
Total expenditures	<u>13,722</u>	<u>25,127</u>
Excess/(deficiency) of revenues over/(under) expenditures	(5,772)	14,912
Fund balances - beginning	<u>2,157,117</u>	<u>2,136,433</u>
Fund balances - ending	<u><u>\$ 2,151,345</u></u>	<u><u>\$ 2,151,345</u></u>

SEBASTIAN ISLES

COMMUNITY DEVELOPMENT DISTRICT

MINUTES A

DRAFT

**MINUTES OF MEETING
SEBASTIAN ISLES
COMMUNITY DEVELOPMENT DISTRICT**

A Landowners' Meeting of the Sebastian Isles 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 were:

Kristen Thomas	District Manager/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 10:30 a.m. She was present, in person, and Mr. Rom attended via telephone. No members of the public or other Landowners or Landowner Representatives were present.

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

Ms. Thomas nominated the following:

Seat 3	Darlene dePaula
Seat 4	Rebecca Cortes
Seat 5	Debbie Leonard

No other nominations were made.

B. Casting of Ballots

I. Determine Number of Voting Units Represented

Ms. Thomas stated that she is the designated Proxy Holder for the Landowner, DR Horton Inc., via a Landowner Proxy executed by Mr. Rafael Roca, an authorized signatory for the Landowner. As such, Ms. Thomas is the designated Proxy Holder of 133 votes. She is eligible to cast up to 133 votes per Seat.

A total of 133 voting units were represented.

II. Determine Number of Voting Units Assigned by Proxy

All 133 voting units were assigned by proxy to Ms. Thomas.

Ms. Thomas cast the following votes:

Seat 3	Darlene dePaula	33 Votes
--------	-----------------	----------

Seat 4	Rebecca Cortes	50 Votes
--------	----------------	----------

Seat 5	Debbie Leonard	50 Votes
--------	----------------	----------

III. Ballot Tabulation and Results

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

Seat 3	Darlene dePaula	33 Votes	2-Year Term
--------	-----------------	----------	-------------

Seat 4	Rebecca Cortes	50 Votes	4-Year Term
--------	----------------	----------	-------------

Seat 5	Debbie Leonard	50 Votes	4-Year Term
--------	----------------	----------	-------------

FIFTH ORDER OF BUSINESS

Landowners' Questions/Comments

There were no Landowners' questions or comments.

SIXTH ORDER OF BUSINESS

Adjournment

There being nothing further to discuss, the meeting adjourned at 10:33 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

68

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70

71

72

73 _____
Secretary/Assistant Secretary

Chair/Vice Chair

SEBASTIAN ISLES

COMMUNITY DEVELOPMENT DISTRICT

MINUTES B

DRAFT

**MINUTES OF MEETING
SEBASTIAN ISLES
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Sebastian Isles 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:

Debbie Leonard	Chair
Cynthia Caldevilla	Vice Chair
Rebeca Cortes	Assistant Secretary

Also present:

Daniel Rom	District Manager
Kristen Thomas	Wrathell, Hunt and Associates, LLC
Mike Pawelczyk	District Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Thomas called the meeting to order at 11:39 a.m. The Oath of Office was administered to Ms. Debbie Leonard and Ms. Rebecca Cortes before the meeting.

Supervisors Debbie Leonard, Caldevilla and Cortes were present. Supervisor Keith Leonard was not present. One seat was vacant.

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 (Rebecca Cortes - Seat 4 and Deborah Leonard - Seat 5) (the following to be provided under a separate cover)

Ms. Thomas reiterated that the Oaths of Office were administered before the meeting.

As experienced CDD Board Members, both were already 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 Publics 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

Ms. Thomas presented Resolution 2025-01. The results of the Landowners' Election were as follows:

Seat 3	Darlene dePaula	33 Votes	2-Year Term
Seat 4	Rebecca Cortes	50 Votes	4-Year Term
Seat 5	Debbie Leonard	50 Votes	4-Year Term

On MOTION by Ms. Leonard and seconded by Ms. Cortes, 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 Darlene dePaula Notice of Intent to Decline Seat 3

Ms. Thomas presented Ms. Darlene dePaula's notice of her intent to decline election to Seat 3.

74 **On MOTION by Ms. Cortes and seconded by Ms. Leonard, with all in favor, Ms.**
75 **Darlene dePaula's Notice of Intent to Decline Seat 3, was approved.**

76
77
78 **SIXTH ORDER OF BUSINESS**

**Consider Appointment to Fill Unexpired
Term of Seat 3; Term Expires November
2026**

79
80
81
82 This item was deferred.

83
84 **SEVENTH ORDER OF BUSINESS**

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

85
86
87
88 Ms. Thomas presented Resolution 2025-02. Ms. Caldevilla nominated the following:

89	Debbie Leonard	Chair
90	Cynthia Caldevilla	Vice Chair
91	Rebecca Cortes	Assistant Secretary
92	Keith Leonard	Assistant Secretary
93	Kristen Thomas	Assistant Secretary

94 This Resolution removes the following from the Board:

95	David Tello	Vice Chair
96	Iraida Rousseau	Assistant Secretary

97 The following prior appointments by the Board remain unchanged by this Resolution:

98	Craig Wrathell	Secretary
99	Daniel Rom	Assistant Secretary
100	Craig Wrathell	Treasurer
101	Jeff Pinder	Assistant Treasurer

102
103 **On MOTION by Ms. Caldevilla and seconded by Ms. Leonard, with all in favor,**
104 **Resolution 2025-02, Electing, as nominated, and Removing Officers of the**
105 **District and Providing for an Effective Date, was adopted.**

EIGHTH ORDER OF BUSINESS

**Acceptance of Unaudited Financial
Statements as of September 30 2024**

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

NINTH ORDER OF BUSINESS

**Approval of August 19, 2024 Public
Hearings and Regular Meeting Minutes**

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

TENTH ORDER OF BUSINESS

Staff Reports

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

B. District Engineer: Alvarez Engineers, Inc.

There were no District Counsel or District Engineer reports.

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

- **NEXT MEETING DATE: December 16, 2024 at 10:30 AM, or immediately following
the adjournment of the Juniper Cove CDD meeting**

- **QUORUM CHECK**

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

ELEVENTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

TWELFTH ORDER OF BUSINESS

Adjournment

**On MOTION by Ms. Leonard and seconded by Ms. Caldevilla, with all in favor,
the meeting adjourned at 11:44 a.m.**

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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150 _____
Secretary/Assistant Secretary

Chair/Vice Chair

SEBASTIAN ISLES
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

SEBASTIAN ISLES 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 CANCELED	Regular Meeting	10:30 AM*
November 5, 2024	Landowners' Meeting	10:30 AM
November 18, 2024	Regular Meeting	10:30 AM*
December 16, 2024 CANCELED	Regular Meeting	10:30 AM*
February 17, 2025 CANCELED	Regular Meeting	10:30 AM*
March 17, 2025 CANCELED	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*
<i>*Meetings will occur at 10:30 AM, or immediately following the adjournment of Juniper Cove Community Development District meetings.</i>		