

INDEPENDENCE

COMMUNITY DEVELOPMENT

DISTRICT

July 11, 2023

BOARD OF SUPERVISORS

PUBLIC HEARINGS

AND REGULAR

MEETING AGENDA

INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Independence 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

July 4, 2023

Board of Supervisors
Independence Community Development District

Dear Board Members:

The Board of Supervisors of the Independence Community Development District will hold Multiple Public Hearings and a Regular Meeting on July 11, 2023 at 1:00 p.m. (Central Time), at the Holiday Inn Express & Suites, 125 Cracker Barrel Road, Crestview, Florida 32536-2230. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Supervisors, Olesya (Lacy) Chatraw [SEAT 4] and Casey Smith [SEAT 5] *(the following will be provided in a separate package)*
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Chapter 190, Florida Statutes
 - D. Financial Disclosure Forms
 - I. Form 1: Statement of Financial Interests
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - III. Form 1F: Final Statement of Financial Interests
 - E. Form 8B: Memorandum of Voting Conflict
4. Public Hearing Confirming the Intent of the District to Use the Uniform Method of Levy, Collection and Enforcement of Non-Ad Valorem Assessments as Authorized and Permitted by Section 197.3632, Florida Statutes; Expressing the Need for the Levy of Non-Ad Valorem Assessments and Setting Forth the Legal Description of the Real Property Within the District's Jurisdictional Boundaries that May or Shall Be Subject to the Levy of District Non-Ad Valorem Assessments; Providing for Severability; Providing for Conflict and Providing for an Effective Date
 - A. Affidavit/Proof of Publication

ATTENDEES:

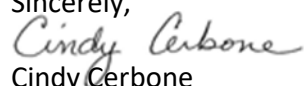
Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

- B. Consideration of Resolution 2023-30, Expressing its Intent to Utilize the Uniform Method of Levying, Collecting, and Enforcing Non-Ad Valorem Assessments Which May Be Levied by the Independence Community Development District in Accordance with Section 197.3632, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date
- 5. Public Hearing to Hear Public Comments and Objections to the Adoption of the Rules of Procedure, Pursuant to Sections 120.54 and 190.035, Florida Statutes
 - A. Affidavits of Publication
 - B. Consideration of Resolution 2023-31, Adopting Rules of Procedure; Providing a Severability Clause; and Providing an Effective Date
- 6. Public Hearing on Adoption of Fiscal Year 2022/2023 Budget
 - A. Affidavit of Publication
 - B. Consideration of Resolution 2023-32, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023; Authorizing Budget Amendments; and Providing an Effective Date
- 7. Public Hearing on Adoption of Fiscal Year 2023/2024 Budget
 - A. Affidavit of Publication
 - B. Consideration of Resolution 2023-33, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024; Authorizing Budget Amendments; and Providing an Effective Date
- 8. Consideration of Response(s) to Request for Qualifications (RFQ) for Engineering Services
 - A. Affidavit of Publication
 - B. RFQ Package
 - C. Respondent(s): Avcon, Inc.
 - D. Competitive Selection Criteria/Ranking
 - E. Award of Contract
- 9. Consideration of Responses to Request for Proposals (RFP) for Annual Audit Services
 - A. Affidavit of Publication
 - B. RFP Package
 - C. Respondents

- I. Berger, Toombs, Elam, Gaines & Frank
 - II. Grau & Associates
 - D. Auditor Evaluation Matrix/Ranking
 - E. Award of Contract
- 10. Consideration of the Following Bond Financing Related Matters:
 - A. Bond Financing Team Funding Agreement
 - B. Engagement of Bond Financing Professionals
 - I. Underwriter/Investment Banker: *FMSbonds, Inc.*
 - II. Bond Counsel: *Nabors Giblin & Nickerson, P.A.*
 - III. Trustee, Paying Agent and Registrar: *U.S. Bank Trust Company, N.A.*
 - C. Presentation of Engineer's Report
 - D. Presentation of Master Special Assessment Methodology Report
 - E. Resolution 2023-27, Declaring Special Assessments; Indicating the Location, Nature and Estimated Cost of Those Infrastructure Improvements Whose Cost is to be Defrayed by the Special Assessments; Providing the Portion of the Estimated Cost of the Improvements to be Defrayed by the Special Assessments; Providing the Manner in Which Such Special Assessments Shall be Made; Providing When Such Special Assessments Shall be Paid; Designating Lands Upon Which the Special Assessments Shall be Levied; Providing for an Assessment Plat; Adopting a Preliminary Assessment Roll; Providing for Publication of this Resolution
 - F. Resolution 2023-28, Setting a Public Hearing for the Purpose of Hearing Public Comment on Imposing Special Assessments on Certain Property Within the District Generally Described as the Independence Community Development District in Accordance with Chapters 170, 190 and 197, Florida Statutes
 - G. Resolution 2023-29, Authorizing the Issuance of Not to Exceed \$_____ Independence Community Development District Capital Improvement Revenue Bonds, in One or More Series; Approving the Form of a Master Trust Indenture; Appointing a Trustee, Registrar and Paying Agent; Approving a Capital Improvement Program; Authorizing the Commencement of Validation Proceedings Relating to the Bonds; and Providing an Effective Date
- 11. Consideration of Resolution 2023-08, Designating the Location of the Local District Records Office and Providing an Effective Date

12. Consideration of Resolution 2023-15, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023 and Providing for an Effective Date
 13. Consideration of Resolution 2023-34, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2023/2024 and Providing for an Effective Date
 14. Acceptance of Unaudited Financial Statements as of May 31, 2023
 15. Approval of Minutes
 - A. May 3, 2023 Landowners' Meeting
 - B. May 3, 2023 Organizational Meeting
 16. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer (Interim): *Avcon, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: TBD
 - QUORUM CHECK
- | | | | | |
|--------|---------------|------------------------------------|--------------------------------|-----------------------------|
| SEAT 1 | TONY KUCERA | ☐ IN PERSON | ☐ PHONE | ☐ NO |
| SEAT 2 | JASON EAVES | ☐ IN PERSON | ☐ PHONE | ☐ NO |
| SEAT 3 | SOPHIE SUMNER | ☐ IN PERSON | ☐ PHONE | ☐ NO |
| SEAT 4 | LACY CHATRAW | ☐ IN PERSON | ☐ PHONE | ☐ NO |
| SEAT 5 | CASEY SMITH | ☐ IN PERSON | ☐ PHONE | ☐ NO |
17. Board Members' Comments/Requests
 18. Public Comments
 19. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294.

Sincerely,

Cindy Cerbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 801 901 3513

INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT

4A

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune | News Herald
Northwest Florida Daily News

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Daphne Gillyard
Daphne Gillyard
Independence CDD
2300 Glades RD # 401W
Boca Raton FL 33431-7386

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Northwest Florida Daily News, published in Okaloosa County, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Okaloosa County, Florida, or in a newspaper by print in the issues of, on:

06/12/2023, 06/19/2023, 06/26/2023, 07/03/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/03/2023

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$877.20

Order No: 8901802

Customer No: 955787

PO #: Not Unified Method

of Copies:
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DENISE ROBERTS
Notary Public
State of Wisconsin

INDEPENDENCE COMMUNITY DEVELOPMENT DISTRICT NOTICE OF THE DISTRICT'S INTENT TO USE THE UNIFORM METHOD OF COLLECTION OF NON-AD VALOREM ASSESSMENTS

Notice is hereby given that the Independence Community Development District ("District") intends to use the uniform method of collecting non-ad valorem assessments to be levied by the District pursuant to Section 197.3632, Florida Statutes. The Board of Supervisors ("Board") of the District will conduct a public hearing on July 11, 2023 at 1:00 p.m., Central Time, at Holiday Inn Express & Suites, 125 Cracker Barrel Road, Crestview, Florida 32536-2230. The purpose of the public hearing is to consider the adoption of a resolution authorizing the District to use the uniform method of collecting non-ad valorem assessments to be levied by the District on properties located on land included in, or to be added to, the District.

The District may levy non-ad valorem assessments for the purpose of financing, acquiring, maintaining and/or operating community development facilities, services and improvements within and without the boundaries of the District, to consist of, among other things, roadways, stormwater management, water and sewer utilities, offsite improvements, amenity facilities, hardscaping, landscaping, irrigation, streetlighting and any other public improvements and lawful projects or services of the District as authorized.

Owners of the properties to be assessed and other interested parties may appear at the public hearing and be heard regarding the use of the uniform method of collecting such non-ad valorem assessments. This hearing is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The public hearing may be continued to a date, time, and location to be specified on the record at the hearing. There may be occasions when Supervisors or staff may participate by speaker telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in the hearing and/or meeting is asked to contact the District Office at c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 400W, Boca Raton, Florida 33431, (561) 571-0010, at least 48 hours before the hearing and/or meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770, who can aid you in contacting the District Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the hearing is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager
Pub: 6/12; 6/19; 6/26; 7/3/23; #8901802

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
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PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Daphne Gillyard
Daphne Gillyard
Independence CDD
2300 Glades RD # 401W
Boca Raton FL 33431-7386

STATE OF WISCONSIN, COUNTY OF BROWN

on oath says that he or she is the Legal Coordinator of the Northwest Florida Daily News, published in Okaloosa County Florida that the attached copy of advertisement being a Public Hearing notice was published on the publicly accessible website of Okaloosa County, Florida, or in a newspaper by print in the issues of, on:

06/22/2023

06/29/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 06/29/2023

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$552.00

Order No: 8920378

Customer No: 955787

of Copies

1

PO #:

Notice of Public Hearings

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KAITLYN FELTY
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARINGS TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2022/2023 AND THE FISCAL YEAR 2023/2024 BUDGETS; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

Notice is hereby given that the Board of Supervisors ("Board") of the Independence Community Development District ("District") will hold public hearings on July 11, 2023 at 1:00 p.m., Central Time, at Holiday Inn Express & Suites, 125 Cracker Barrel Road, Crestview, Florida 32536-2230 for the purpose of hearing comments and objections on the adoption of the proposed budgets ("Proposed Budgets") of the District for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023") and the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("Fiscal Year 2023/2024"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it.

A copy of the agenda and Proposed Budgets may be obtained by contacting the offices of the District Manager, Wrathell Hunt & Associates, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (877) 276-0889 ("District Manager's Office"), during normal business hours.

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the hearings or meeting.

Any person requiring special accommodations at this meeting and/or public hearings or requiring assistance connecting to any communications media technology because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting and public hearings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY)/ 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager
Pub; 6/22; 6/29 #8920378

INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT

4B

RESOLUTION 2023-30

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE INDEPENDENCE COMMUNITY DEVELOPMENT DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF LEVYING, COLLECTING, AND ENFORCING NON-AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED BY THE INDEPENDENCE COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH SECTION 197.3632, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Independence Community Development District ("District") was established pursuant to the provisions of Chapter 190, Florida Statutes, which authorizes the District to levy certain assessments which include benefit and maintenance assessments and further authorizes the District to levy special assessments pursuant to Chapter 170, Florida Statutes, for the acquisition, construction, or reconstruction of assessable improvements authorized by Chapter 190, Florida Statutes; and

WHEREAS, the above referenced assessments are non-ad valorem in nature and, therefore, may be collected under the provisions of Section 197.3632, Florida Statutes, in which the State of Florida has provided a uniform method for the levying, collecting, and enforcing such non-ad valorem assessments; and

WHEREAS, pursuant to Section 197.3632, Florida Statutes, the District has caused notice of a public hearing to be advertised weekly in a newspaper of general circulation within Okaloosa County, Florida, for four (4) consecutive weeks prior to such hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE INDEPENDENCE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The District upon conducting its public hearing as required by Section 197.3632, Florida Statutes, hereby expresses its intent to use the uniform method of collecting assessments imposed by the District as provided in Chapters 170 and 190, Florida Statutes, each of which are non-ad valorem assessments which may be collected annually pursuant to the provisions of Chapter 190, Florida Statutes, for the purpose of paying principal and interest on any and all of its indebtedness and for the purpose of paying the cost of operating and maintaining its assessable improvements. The legal description of the boundaries of the real property subject to a levy of assessments is attached and made a part of this Resolution as **Exhibit A**. The non-ad valorem assessments and the District's use of the uniform method of collecting its non-ad valorem assessment(s) may continue in any given year when the Board of Supervisors determines that use of the uniform method for that year is in the best interests of the District.

SECTION 2. The District's Secretary is authorized to provide the Property Appraiser and Tax Collector of Okaloosa County, Florida, and the Department of Revenue of the State of Florida with a copy of this Resolution and enter into any agreements with the Property Appraiser and/or Tax Collector necessary to carry out the provisions of this Resolution.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 11th day of July, 2023

ATTEST:

**INDEPENDENCE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Legal Description

PARCEL A: BEGINNING AT THE SOUTHEAST CORNER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA; THENCE NORTH 88 DEGREES 14 MINUTES 43 SECONDS WEST ALONG THE SOUTH SECTION LINE 1013.01 FEET TO THE NORTHERLY RIGHT OF WAY OF STATE ROAD #10; THENCE NORTH 77 DEGREES 39 MINUTES 28 SECONDS WEST ALONG SAID RIGHT OF WAY, 2390.39 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT OF WAY OF COUNTY ROAD (66 FOOT RIGHT OF WAY); THENCE ALONG SAID EASTERLY RIGHT OF WAY THE FOLLOWING BEARINGS AND DISTANCES; NORTH 04 DEGREES 36 MINUTES 40 SECONDS WEST 631.3 FEET; NORTH 04 DEGREES 28 MINUTES 10 SECONDS EAST 627.98 FEET; NORTH 09 DEGREES 05 MINUTES 20 SECONDS WEST 1340.18 FEET; NORTH 03 DEGREES 28 MINUTES 50 SECONDS WEST 746.97 FEET; NORTH 02 DEGREES 52 MINUTES 50 SECONDS WEST 502.44 FEET TO THE P.C OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1178.92 FEET, A CENTRAL ANGLE OF 08 DEGREES 27 MINUTES 22 SECONDS, A TANGENT OF 87.15 FEET, A CHORD BEARING AND DISTANCE OF NORTH 07 DEGREES 06 MINUTES 31 SECONDS WEST, 173.83 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 173.99 FEET TO THE P.T.; THENCE EAST 204.71 FEET; THENCE NORTH 840.00 FEET TO THE NORTH LINE OF SECTION 18; THENCE SOUTH 89 DEGREES 39 MINUTES 29 SECONDS EAST ALONG SAID NORTH LINE 3546.65 FEET TO THE NORTHEAST CORNER OF SECTION 18; THENCE SOUTH 01 DEGREE 02 MINUTES 50 SECONDS WEST, ALONG THE EAST LINE OF SECTION 18, 5360.27 FEET TO THE POINT OF BEGINNING. LYING AND BEING PART OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA.

LESS AND EXCEPT: COMMENCE AT THE SOUTHEAST CORNER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA; THENCE PROCEED WEST ALONG SECTION LINE A DISTANCE OF 200 FEET; THENCE NORTH A DISTANCE OF 222.31 FEET; THENCE EAST 200 FEET TO A POINT ON THE EAST SECTION LINE; THENCE SOUTH ALONG SECTION LINE 222.31 FEET TO POINT OF BEGINNING.

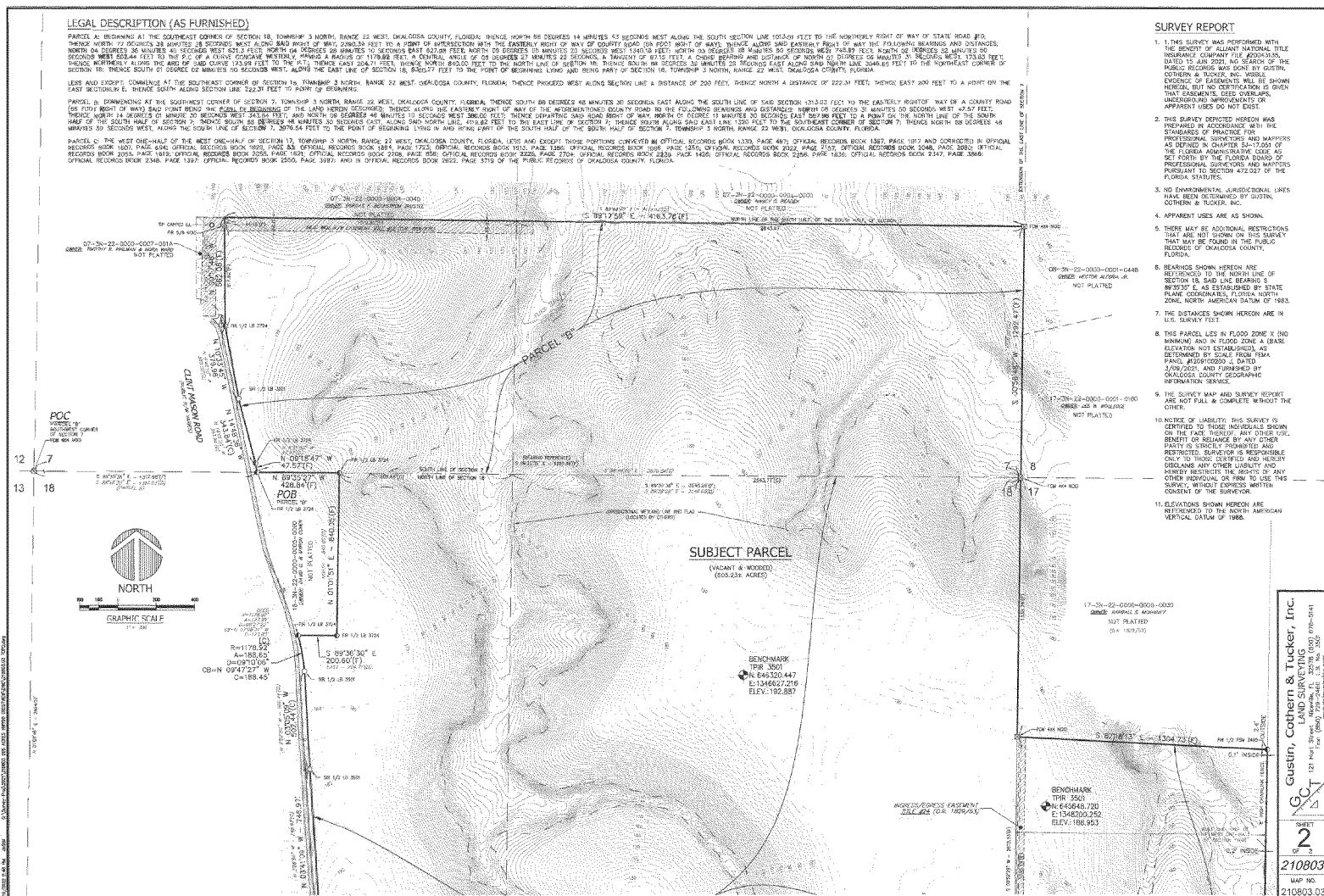
PARCEL B: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 3 NORTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA; THENCE SOUTH 88 DEGREES 48 MINUTES 30 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 1313.03 FEET TO THE EASTERLY RIGHT OF WAY OF A COUNTY ROAD (66 FOOT RIGHT OF WAY) SAID POINT BEING THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE ALONG THE EASTERLY RIGHT OF WAY OF THE AFOREMENTIONED COUNTY ROAD TO THE FOLLOWING BEARINGS AND DISTANCES: NORTH 08 DEGREES 31 MINUTES 50 SECONDS WEST 47.57 FEET; THENCE NORTH 14 DEGREES 01 MINUTE 30 SECONDS WEST 343.84 FEET; AND NORTH 09 DEGREES 46 MINUTES 10 SECONDS WEST 380.00 FEET; THENCE DEPARTING SAID ROAD RIGHT OF WAY, NORTH 01 DEGREE 11 MINUTES 30 SECONDS EAST 567.98 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 7; THENCE SOUTH 88 DEGREES 48 MINUTES 30 SECONDS EAST, ALONG SAID NORTH LINE, 4119.62 FEET TO THE EAST LINE OF SECTION 7; THENCE SOUTH ALONG SAID EAST LINE 1320 FEET TO THE SOUTHEAST CORNER OF SECTION 7; THENCE NORTH 88 DEGREES 48 MINUTES 30 SECONDS WEST, ALONG THE SOUTH LINE OF SECTION 7, 3976.54 FEET TO THE POINT OF BEGINNING. LYING IN AND BEING PART OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 7, TOWNSHIP 3 NORTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA.

PARCEL C: THE WEST ONE-HALF OF THE WEST ONE-HALF OF SECTION 17, TOWNSHIP 3 NORTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, LESS AND EXCEPT THOSE PORTIONS CONVEYED IN OFFICIAL RECORDS BOOK 1330, PAGE 467; OFFICIAL RECORDS BOOK 1397, PAGE 1917 AND CORRECTED IN OFFICIAL RECORDS BOOK 1607, PAGE 694; OFFICIAL RECORDS BOOK 1829, PAGE 53; OFFICIAL RECORDS BOOK 1894, PAGE 1723; OFFICIAL RECORDS BOOK 1913, PAGE 1386; OFFICIAL RECORDS BOOK 1996, PAGE 1266; OFFICIAL RECORDS BOOK 2022, PAGE 2157; OFFICIAL RECORDS BOOK 2048, PAGE 2080; OFFICIAL RECORDS BOOK 2055, PAGE 1619; OFFICIAL RECORDS BOOK 2055, PAGE 1621; OFFICIAL RECORDS BOOK 2208, PAGE 856; OFFICIAL RECORDS BOOK 2225, PAGE 2704; OFFICIAL RECORDS BOOK 2239, PAGE 1426; OFFICIAL RECORDS BOOK 2258, PAGE 1836; OFFICIAL RECORDS BOOK 2347, PAGE 3866; OFFICIAL RECORDS BOOK 2348, PAGE 1397; OFFICIAL RECORDS BOOK 2550, PAGE 3997; AND IN OFFICIAL RECORDS BOOK 2622, PAGE 3719 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

FOR A TOTAL OF 605.23 ACRES, MORE OR LESS.

[illegible][illegible]

1. THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF ALLIANT NATIONAL TITLE INSURANCE COMPANY FILE #200043130, DATED 15 JUN 2021. NO SEARCH OF THE PUBLIC RECORDS OF DEEDS, MORTGAGES, COTHEM & TUCKER, INC. VISIBLE. EVIDENCE OF EASEMENTS WILL BE SHOWN HERE, BUT NO EVIDENCE OF EASEMENTS GIVEN THAT EASEMENTS, DEED COVAPERS, UNDERGROUD IMPROVEMENTS OR APPARENT USES DO NOT EXIST.
2. THIS SURVEY DEPICTED HEREIN WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS AS DEFINED IN CHAPTER 54-17.05 OF THE FLORIDA ADMINISTRATIVE CODE, AS SET FORTH BY THE FLORIDA DEPARTMENT OF PROFESSIONAL SURVEYORS AND MAPPERS. THIS SURVEY IS SUBJECT TO SECTION 472.027 OF THE FLORIDA STATUTES.



INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT

5A

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
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PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Daphne Gillyard
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Independence CDD
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STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Northwest Florida Daily News, published in Okaloosa County, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Okaloosa County, Florida, or in a newspaper by print in the issues of, on:

06/08/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 06/08/2023

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$152.00

Order No: 8901713

Customer No: 955787

PO #: Notice of Rule Dev

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KAITLYN FELTY
Notary Public
State of Wisconsin

NOTICE OF RULE DEVELOPMENT BY THE INDEPENDENCE COMMUNITY DEVELOPMENT DISTRICT

In accord with Chapters 120 and 190, Florida Statutes, the Independence Community Development District ("District") hereby gives notice of its intention to develop Rules of Procedure to govern the operations of the District.

The Rules of Procedure will address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants' Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

The purpose and effect of the Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with Florida law. The legal authority for the adoption of the proposed Rules of Procedure includes Sections 190.011(5), 190.011(15) and 190.035, Florida Statutes. The specific laws implemented in the Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a), 190.006, 190.007, 190.008, 190.011(3), 190.011(5), 190.011(15), 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.084, Florida Statutes.

A copy of the proposed Rules of Procedure may be obtained by contacting the District Manager, Wrathell, Hunt & Associates, LLC, at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010.

District Manager
Independence Community
Development District
Pub: June 8, 2023; #8901713

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06/09/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 06/09/2023

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$269.60

Order No: 8901775

Customer No: 955787

PO #: Notice of Rulemaking

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NOTICE OF RULEMAKING REGARDING THE RULES OF PROCEDURE OF THE INDEPENDENCE COMMUNITY DEVELOPMENT DISTRICT

A public hearing will be conducted by the Board of Supervisors of the Independence Community Development District ("District") on July 11, 2023 at 1:00 p.m. Central Time, at Holiday Inn Express & Suites, 125 Cracker Barrel Road, Crestview, Florida 32536-2230. In accordance with Chapters 120 and 190, Florida Statutes, the District hereby gives the public notice of its intent to adopt its proposed Rules of Procedure. The purpose and effect of the proposed Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. Prior notice of rule development was published in the Northwest Florida Daily News on June 8, 2023.

The Rules of Procedure may address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District. Specific legal authority for the adoption of the proposed Rules of Procedure includes Sections 190.01(5), 190.01(15) and 190.035, Florida Statutes. The specific laws implemented in the Rules of Procedure include, but are not limited to, Sections 112.08, 112.143, 112.3146, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a), 190.006, 190.007, 190.008, 190.011(3), 190.011(5), 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 266.0105, 266.011, 266.012, 266.014, 267.017, 267.055 and 267.084, Florida Statutes.

A copy of the proposed Rules of Procedure may be obtained by contacting the District Manager's Office, Wrentham, Hunt & Associates, LLC, at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0910.

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.54(1), Florida Statutes, must do so in writing within twenty one (21) days after publication of this notice to the District Manager's Office.

This public hearing may be continued to a date, time, and place to be specified on the record of the hearing without additional notice. If anyone chooses to appeal any decision of the Board with respect to any matter considered at a public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearing, staff or Supervisors may participate in the public hearing by speaker telephone. Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 or 1-800-955-8770 for aid in contacting the District Office.

Independence Community
Development District
District Manager
Pub: June 9, 2023; #8901775

KAITLYN FELTY
Notary Public
State of Wisconsin

INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT

5B

RESOLUTION 2023-31

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
INDEPENDENCE COMMUNITY DEVELOPMENT DISTRICT ADOPTING
RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Independence Community Development District (“**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Okaloosa County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Rules of Procedure attached hereto as **Exhibit A** for immediate use and application; and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

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

SECTION 1. The attached Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Rules of Procedure replace all prior versions of the Rules of Procedure, and shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 11th day of July, 2023.

ATTEST:

**INDEPENDENCE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT A:
RULES OF PROCEDURE

**RULES OF PROCEDURE
INDEPENDENCE COMMUNITY DEVELOPMENT DISTRICT**

EFFECTIVE AS OF JULY 11, 2023

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Rule 1.0 General.

- (1) The Independence Community Development District (the “District”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (the “Board”) shall consist of five (5) members. Members of the Board (“Supervisors”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a

meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.
- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.

- (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board

member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.3143, 190.006, 190.007, Fla. Stat.

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

(1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:

- (a) Agenda packages for prior 24 months and next meeting;
- (b) Official minutes of meetings, including adopted resolutions of the Board;
- (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
- (d) Adopted engineer's reports;
- (e) Adopted assessment methodologies/reports;
- (f) Adopted disclosure of public financing;
- (g) Limited Offering Memorandum for each financing undertaken by the District;
- (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
- (i) District policies and rules;
- (j) Fiscal year end audits; and
- (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

(2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed as the

District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be

due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. “General circulation” means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: “Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (561) 571-0010. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office.”
 - (e) The following or substantially similar language: “A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.”

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”
- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager
 - 1. Financial Report
 - 2. Approval of Expenditures
- Supervisor’s requests and comments
- Public comment
- Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published

as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
 - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to

litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
- (a) Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), Florida Statutes; and
 - (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (c) Support economical and efficient operations; and
 - (d) Ensure reliability of financial records and reports; and
 - (e) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
 - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing by submitting a written request within twenty-one (21) days after the date

of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
 - (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.
- (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:
 - (a) The text of the proposed rule, or any amendment or repeal of any existing rules;

- (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
 - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.
- (10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:
 - (a) The texts of the proposed rule and the adopted rule;
 - (b) All notices given for a proposed rule;

- (c) Any statement of estimated regulatory costs for the rule;
- (d) A written summary of hearings, if any, on the proposed rule;
- (e) All written comments received by the District and responses to those written comments; and
- (f) All notices and findings pertaining to an emergency rule.

(11) Petitions to Challenge Existing Rules.

- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
- (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
- (c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
- (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
 - (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;

- (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
 - (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variances and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
 - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District’s Rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;
 - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
 - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
 - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District,

the District shall proceed, at the petitioner's written request, to process the petition.

- (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.

- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

Law Implemented: §§ 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.
 - (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.

- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where

the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) “Invitation to Bid” is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) “Invitation to Negotiate” means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) “Negotiate” means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) “Professional Services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
- (m) “Proposal (or Reply or Response) Most Advantageous to the District” means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
 - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
 - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
 - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) “Purchase” means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.
- (o) “Request for Proposals” or “RFP” is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and

requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
 - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
 - (viii) Whether the entity/individual is a certified minority business enterprise.
- (q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the

Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.033, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, “Project” means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm’s qualification submittal:
 - (a) Hold all required applicable state professional licenses in good standing;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District’s Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all

qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
 - (i) The ability and adequacy of the professional personnel employed by each consultant;
 - (ii) Whether a consultant is a certified minority business enterprise;
 - (iii) Each consultant's past performance;
 - (iv) The willingness of each consultant to meet time and budget requirements;
 - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
 - (vi) The recent, current, and projected workloads of each consultant; and
 - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.
- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants

by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

(6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1) Definitions.

- (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- (b) "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

(3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

- (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

- (i) Hold all required applicable state professional licenses in good standing;
- (ii) Hold all required applicable federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) **Evaluation Criteria.** The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
 - (i) Ability of personnel;
 - (ii) Experience;
 - (iii) Ability to furnish the required services; and
 - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (4) **Public Announcement.** After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (5) **Request for Proposals.** The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines

is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.

- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (7) Board Selection of Auditor.
 - (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
 - (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
 - (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
 - (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance

shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - (a) The Board shall cause to be prepared a Request for Qualifications.
 - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days' notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.
- (j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice

shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

(a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:

- i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
- ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
- iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
- iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
- v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
- vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension,

revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.

- viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
 - ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
 - x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
 - xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
 - xii. The vendor or affiliate(s) has been convicted of a contract crime.
 - 1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 - 2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.
- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the

hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.

- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
- ii. Unsafe conditions allowed to exist;
- iii. Complaints from the public;
- iv. Delay or interference with the bidding process;
- v. The potential for repetition;
- vi. Integrity of the public contracting process;
- vii. Effect on the health, safety, and welfare of the public.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids,

proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may

proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best

interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:

(2) Procedure.

- (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
- (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
- (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
 - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
 - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:
 - 1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board,

for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.

2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to

submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
 9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
 10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
 - (5) Exceptions. This Rule is inapplicable when:

- (a) The project is undertaken as repair or maintenance of an existing public facility;
- (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
- (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of

Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsive and Responsible Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
 - (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.
- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has

undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.

- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
 - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
 - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.
Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3,

3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;
 - (c) Regulate the course of the hearing, including any pre-hearing matters;
 - (d) Enter orders; and

- (e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective July 11, 2023, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT

6A

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune | News Herald
Northwest Florida Daily News

PO Box 631244 Cincinnati, OH 45263-1244

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STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Northwest Florida Daily News, published in Okaloosa County, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Okaloosa County, Florida, or in a newspaper by print in the issues of, on:

06/22/2023

06/29/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 06/29/2023

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$552.00

Order No: 8920378

Customer No: 955787

PO #:

Notice of Public Hearings

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARINGS TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2022/2023 AND THE FISCAL YEAR 2023/2024 BUDGETS; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

Notice is hereby given that the Board of Supervisors ("Board") of the Independence Community Development District ("District") will hold public hearings on July 11, 2023 at 1:00 p.m., Central Time, at Holiday Inn Express & Suites, 125 Cracker Barrel Road, Crestview, Florida 32536-2230 for the purpose of hearing comments and objections on the adoption of the proposed budgets ("Proposed Budgets") of the District for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023") and the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("Fiscal Year 2023/2024"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it.

A copy of the agenda and Proposed Budgets may be obtained by contacting the offices of the District Manager, Wrathell Hunt & Associates, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (877) 276-0889 ("District Manager's Office"), during normal business hours. The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the hearings or meeting.

Any person requiring special accommodations at this meeting and/or public hearings or requiring assistance connecting to

any communications media technology because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting and public hearings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager
Pub: 6/22; 6/29 #8920378

INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT

6B

RESOLUTION 2023-32

THE ANNUAL APPROPRIATION RESOLUTION OF THE INDEPENDENCE COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has submitted to the Board of Supervisors (“**Board**”) of the Independence Community Development District (“**District**”) proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MALABAR SPRINGS COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Independence Community Development District for the Fiscal Year Ending September 30, 2023."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2022/2023, the sums set forth in **Exhibit A** to be raised by the levy of assessments, a funding agreement and/or otherwise. Such sums are deemed by the Board to be necessary to defray all expenditures of the District during said budget year, and are to be divided and appropriated in the amounts set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2022/2023 or within 60 days following the end of the Fiscal Year 2022/2023 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 11TH DAY OF JULY, 2023.

ATTEST:

**INDEPENDENCE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2022/2023 Budget(s)

Exhibit A: Fiscal Year 2022/2023 Budget(s)

**INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2023**

**INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT
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**INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2023**

	Proposed Budget FY 2023
REVENUES	
Landowner contribution	\$ 55,265
Total revenues	<u>55,265</u>
EXPENDITURES	
Professional & administrative	
Management/accounting/recording**	12,000
Legal	25,000
Engineering	2,000
Audit	-
Arbitrage rebate calculation*	-
Dissemination agent*	250
Trustee*	-
Telephone	200
Postage	500
Printing & binding	500
Legal advertising	6,500
Annual special district fee	175
Insurance	5,500
Contingencies/bank charges	750
Website hosting & maintenance	1,680
Website ADA compliance	210
Total expenditures	<u>55,265</u>
Excess/(deficiency) of revenues over/(under) expenditures	-
Fund balance - beginning (unaudited)	-
Fund balance - ending	<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.

**INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording**	\$ 12,000
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 contracts.	
Engineering	2,000
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.	
Audit	-
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation*	-
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent*	250
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 & Associates serves as dissemination agent.	
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	6,500
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	5,500
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	750
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	1,680
Website ADA compliance	210
Total expenditures	<u><u>\$ 55,265</u></u>

INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT

7A

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune | News Herald
Northwest Florida Daily News

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Daphne Gillyard
Daphne Gillyard
Independence CDD
2300 Glades RD # 401W
Boca Raton FL 33431-7386

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Northwest Florida Daily News, published in Okaloosa County, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Okaloosa County, Florida, or in a newspaper by print in the issues of, on:

06/22/2023

06/29/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 06/29/2023

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$552.00

Order No: 8920378

Customer No: 955787

PO #:

Notice of Public Hearings

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARINGS TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2022/2023 AND THE FISCAL YEAR 2023/2024 BUDGETS; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

Notice is hereby given that the Board of Supervisors ("Board") of the Independence Community Development District ("District") will hold public hearings on July 11, 2023 at 1:00 p.m., Central Time, at Holiday Inn Express & Suites, 125 Cracker Barrel Road, Crestview, Florida 32536-2230 for the purpose of hearing comments and objections on the adoption of the proposed budgets ("Proposed Budgets") of the District for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023") and the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("Fiscal Year 2023/2024"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it.

A copy of the agenda and Proposed Budgets may be obtained by contacting the offices of the District Manager, Wrathell Hunt & Associates, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (877) 276-0889 ("District Manager's Office"), during normal business hours. The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the hearings or meeting.

Any person requiring special accommodations at this meeting and/or public hearings or requiring assistance connecting to

any communications media technology because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting and public hearings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager
Pub: 6/22; 6/29 #8920378

INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT

7B

RESOLUTION 2023-33

THE ANNUAL APPROPRIATION RESOLUTION OF THE INDEPENDENCE COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has submitted to the Board of Supervisors (“**Board**”) of the Independence Community Development District (“**District**”) proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MALABAR SPRINGS COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Independence Community Development District for the Fiscal Year Ending September 30, 2024."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2023/2024, the sums set forth in **Exhibit A** to be raised by the levy of assessments, a funding agreement and/or otherwise. Such sums are deemed by the Board to be necessary to defray all expenditures of the District during said budget year, and are to be divided and appropriated in the amounts set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024 or within 60 days following the end of the Fiscal Year 2023/2024 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 11TH DAY OF JULY, 2023.

ATTEST:

**INDEPENDENCE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2023/2024 Budget(s)

Exhibit A: Fiscal Year 2023/2024 Budget(s)

**INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2024**

**INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT
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**INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024**

	Proposed Budget
REVENUES	
Landowner contribution	\$ 97,790
Total revenues	<u>97,790</u>
EXPENDITURES	
Professional & administrative	
Management/accounting/recording**	48,000
Legal	25,000
Engineering	2,000
Audit	5,500
Arbitrage rebate calculation*	500
Dissemination agent*	1,000
Trustee*	5,500
Telephone	200
Postage	500
Printing & binding	500
Legal advertising	1,750
Annual special district fee	175
Insurance	5,500
Contingencies/bank charges	750
Website hosting & maintenance	705
Website ADA compliance	210
Total expenditures	<u>97,790</u>
Excess/(deficiency) of revenues over/(under) expenditures	-
Fund balance - beginning (unaudited)	-
Fund balance - ending	<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.

**INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording**	\$ 48,000
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 contracts.	
Engineering	2,000
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.	
Audit	5,500
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation*	500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent*	1,000
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 & Associates serves as dissemination agent.	
Trustee	5,500
Annual fee for the service provided by trustee, paying agent and registrar.	
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	1,750
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	5,500
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	750
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	705
Website ADA compliance	210
Total expenditures	<u><u>\$ 97,790</u></u>

INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT

8A

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune | News Herald
Northwest Florida Daily News
PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Daphne Gillyard
Daphne Gillyard
Independence CDD
2300 Glades RD # 401W
Boca Raton FL 33431-7386

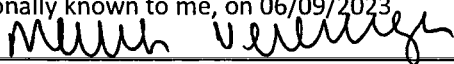
STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Northwest Florida Daily News, published in Okaloosa County, Florida; that the attached copy of advertisement, being a Bids & Proposals, was published on the publicly accessible website of Okaloosa County, Florida, or in a newspaper by print in the issues of, on:

06/09/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 06/09/2023.



Legal Clerk



Notary, State of WI, County of Brown

317127

My commission expires

Publication Cost: \$313.70

Order No: 8919974

of Copies:

Customer No: 955787

1

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KAITLYN FELTY
Notary Public
State of Wisconsin

REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES
FOR THE INDEPENDENCE COMMUNITY DEVELOPMENT DISTRICT

RFQ for Engineering Services

The Independence Community Development District (the "District"), located in Okaloosa County, Florida, announces that professional engineering services will be required on a continuing basis for the District's public improvements authorized by Chapter 190, Florida Statutes. The engineering firm selected will act in the general capacity of District Engineer and will provide District engineering services, as required.

Any firm or individual ("Applicant") desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement ("Qualification Statement") of its qualifications and past experience on U.S. General Service Administration's "Architect-Engineer Qualifications, Standard Form No. 330," with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant's professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant's willingness to meet time and budget requirements; d) the Applicant's past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience with Okaloosa County; e) the geographic location of the Applicant's headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant's Competitive Negotiations Act, Chapter 287, Florida Statutes ("CCNA"). All Applicants interested must submit one (1) unbound and (1) electronic copy of Standard Form No. 330 and the Qualification Statement by 12:00 p.m., on June 26, 2023 to the attention of Craig Wrathell, Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("District Manager's Office").

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant.

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000.00).

District Manager
Pub. 400023-4001001

INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT

8B

**REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES
FOR THE INDEPENDENCE COMMUNITY DEVELOPMENT DISTRICT**

RFQ for Engineering Services

The Independence Community Development District (the "District"), located in Okaloosa County, Florida, announces that professional engineering services will be required on a continuing basis for the District's public improvements authorized by Chapter 190, *Florida Statutes*. The engineering firm selected will act in the general capacity of District Engineer and will provide District engineering services, as required.

Any firm or individual ("Applicant") desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement ("Qualification Statement") of its qualifications and past experience on U.S. General Service Administration's "Architect-Engineer Qualifications, Standard Form No. 330," with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant's professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant's willingness to meet time and budget requirements; d) the Applicant's past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience with Okaloosa County; e) the geographic location of the Applicant's headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant's Competitive Negotiations Act, Chapter 287, *Florida Statutes* ("CCNA"). All Applicants interested must submit one (1) unbound and (1) electronic copy of Standard Form No. 330 and the Qualification Statement by 12:00 p.m., on June 26, 2023 to the attention of Craig Wrathell, Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("District Manager's Office").

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Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000.00).

INDEPENDENCE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT ENGINEER PROPOSALS COMPETITIVE SELECTION CRITERIA

1) Ability and Adequacy of Professional Personnel (Weight: 25 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

2) Consultant's Past Performance (Weight: 25 Points)

Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation, of respondent; etc.

3) Geographic Location (Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

4) Willingness to Meet Time and Budget Requirements (Weight: 15 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.

5) Certified Minority Business Enterprise (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.

6) Recent, Current and Projected Workloads (Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.

7) Volume of Work Previously Awarded to Consultant by District (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.

INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT

8C



REQUEST FOR QUALIFICATIONS
**ENGINEERING SERVICES FOR THE
INDEPENDENCE COMMUNITY
DEVELOPMENT DISTRICT**

June 26, 2023

June 26, 2023

Mr. Craig Wrathell
Wrathell, Hunt and Associates, LLC.
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Request for Qualifications for Engineering Services for the
Independence Community Development District

Dear Mr. Wrathell and Associates:

For over 20 years, AVCON has served NW Florida Municipalities and the surrounding communities as a trusted advisor and extension of staff. Our team has successfully completed a myriad of projects to improve airports, expand building facilities, enhance multi-modal travel, improve stormwater infrastructure, and more. We have helped local communities combat a variety of issues, from attaining project funding to overseeing successful construction and start-up. We understand Okaloosa County and the needs of this project, which include a 1200-lot subdivision developed in 10 phases with community amenities, developed as part of the Independence Community District (CDD). Because of the complexities associated with public improvement projects, having a team that can manage these complexities, and has the history to prove it, is essential.

AVCON, INC. (AVCON) is a Florida-based, full-service engineering and planning firm specializing in general engineering/on-call consulting. The firm was established in 1988 and has been providing Consulting Engineering Services continually since that time. Over the past 35 years, AVCON has grown to over 100 professional, technical, and administrative staff with expertise in all elements of community planning, design, and construction. This growth now includes a local office in Pensacola and our dedicated Project Manager for this contract, Heath Jenkins, PE, who will be supported by local staff in Niceville, located in Okaloosa County.

With AVCON you get the resources and capabilities of a large firm, with the individual attention and responsiveness of a small firm. Our smaller size is a true advantage, with the ability to be available, engaged, and flexible to your every need with an ongoing sense of urgency. We assign a single point of contact to each of our clients, so you can always count on talking to the same person when you need us. We then staff projects according to their specific needs, never over-staffing, and always with backup support on-hand to meet even the strictest of schedules.

In addition to our quick response times and creative solutions, one of the greatest benefits of contracting with AVCON is our involvement on the front end of projects, providing innovative concepts for improvements and efficiencies, avoiding constructability issues with creative solutions, working to design less costly alternatives, and designing projects in a manner that provides for reduced long-term maintenance, higher operating efficiencies, and increased sustainability and resilience. Our priorities lie in executing safe, efficient, economical, operable, and constructible designs to improve your infrastructure.

Our team will be led by Heath Jenkins, PE, who will serve as your Project Manager and primary point of contact. Heath has 19 years of industry experience as a project principal, project manager, and project engineer supporting development and infrastructure projects throughout Northwest Florida. He specializes in full service general engineering consulting and has been providing these services to the City of Pensacola, Okaloosa County, Escambia County, and Santa Rosa County for the past 18 years at his former firm. Heath had an excellent understanding of the on-site requirements, operational needs, and expectations of staff attributable to this assignment. He will report directly to the CDD's designated personnel and will operate out of AVCON's Pensacola office.

Heath will be supported by the Principal-in-Charge, Lee Lewis, PE, an experienced leader with a long history of successfully implementing projects under continuing services contracts across the Panhandle. Lee is based in our Niceville office and has been with AVCON for over 30 years. As your Principal-in-Charge, Lee will be responsible for ensuring the right resources are made available and that the CDD remains satisfied with AVCON's performance throughout the term of the contract. With Heath and Lee leading the charge for our team, Independence CDD will benefit from local decision-making, responsiveness, and care.

The AVCON team has truly unparalleled qualifications to support the CDD on this important Engineering Services Contract. Our Project Manager has a wealth of prior relevant experience with the District, which eliminates any learning curve. AVCON also brings extensive, relevant, and award-winning project experience and excellent relationships with many governing agencies. We also possess thorough knowledge of current regulations and permitting requirements for the County, FDOT, FDEP, NFWFMD, and all other state and federal regulatory agencies. Finally, AVCON's proven response capabilities are unmatched and are only a phone call or a short drive away.

AVCON is pleased to submit our Statement of Qualifications for Engineering Services to the Independence Community Development District. We appreciate your review of the team's credentials for this continuing contract and are excited to demonstrate our personal and corporate commitment to the District. We look forward to serving you and thank you in advance for your consideration in this important role.

Sincerely,



Lee Lewis, PE
Principal-in-Charge



Heath Jenkins, PE
Project Manager

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION <i>(City and State)</i> Engineering Services for Independence Community Development District - Okaloosa County, FL	
2. PUBLIC NOTICE DATE June 8, 2023	3. SOLICITATION OR PROJECT NUMBER N/A

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE Heath Jenkins, PE, Project Manager		
5. NAME OF FIRM AVCON, INC.		
6. TELEPHONE NUMBER (850)678-0050	7. FAX NUMBER N/A	8. E-MAIL ADDRESS hjenkins@avconinc.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	JV PARTNER	SUB-CON- TRACTOR			
a.	☒	☐	☐	 ☒ CHECK IF BRANCH OFFICE	3298 Summit Boulevard, Suite 26 Pensacola, FL 32503	Engineering Services / District Engineer
b.	☐	☐	☐	 ☐ CHECK IF BRANCH OFFICE	320 Bayshore Drive, Suite A Niceville, FL 32578	
c.	☐	☐	☐	☐ CHECK IF BRANCH OFFICE		
d.	☐	☐	☐	☐ CHECK IF BRANCH OFFICE		
e.	☐	☐	☐	☐ CHECK IF BRANCH OFFICE		
f.	☐	☐	☐	☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

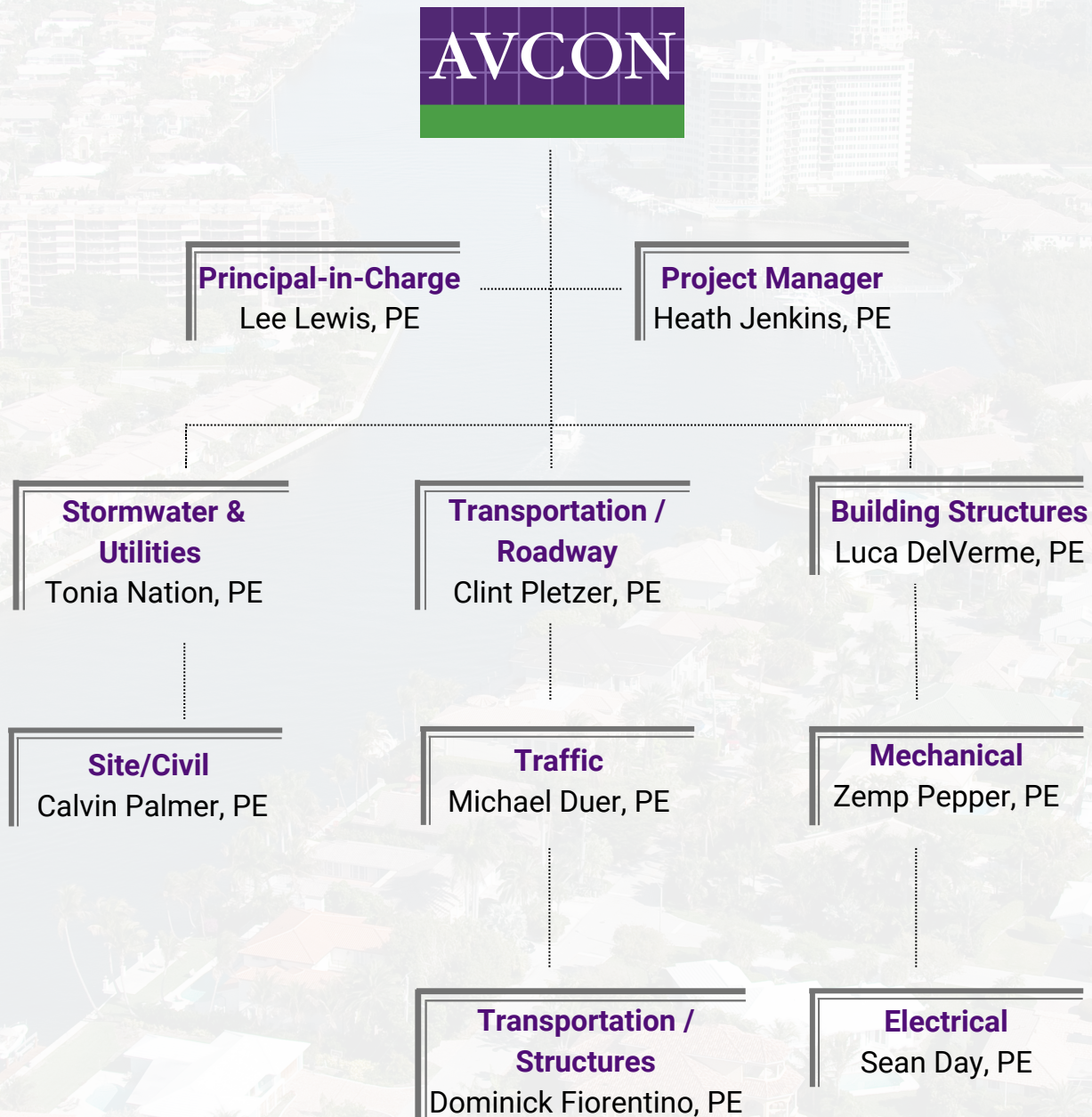
☒ (Attached)

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 330 (REV. 7/2021)

Organizational Chart of Proposed Team

We propose a solid and trusted team with specialized experience, an innovative mindset, and an award-winning skillset to provide maximum benefits to the development. These individuals are eager to support the continued growth of Okaloosa County as a modern, highly efficient city.



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Virgil "Lee" Lewis, PE	13. ROLE IN THIS CONTRACT Principal-in-Charge	14. YEARS EXPERIENCE	
		a. TOTAL 32	b. WITH CURRENT FIRM 32
15. FIRM NAME AND LOCATION (City and State) AVCON, INC., Niceville, FL			
16. EDUCATION (Degree and Specialization) B.S., Civil Engineering, University of Florida, 1991		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer - FL	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Mr. Lee Lewis, PE has 32 years of experience serving governmental agencies with effective consulting services. His entire 32-year professional career has been solely with AVCON, INC., a commitment not frequently observed in this industry. His experience in engineering and planning ranges from detailed technical specifications to big-picture strategic planning for a 20-year vision and beyond. The experience he offers ensures each project reflects an effective and economical design that considers expansion capabilities, flexibility, and maintenance costs.			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State) Public Works General Consulting Services Contract, Okaloosa County, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2015 - ongoing	CONSTRUCTION (if applicable) 2016 - ongoing
a. (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Key projects have included Lake Lorraine Drainage System Assessment, Bluewater Bay MSBU Hazard Mitigation, Lake Silver Erosion Control and Stormwater Design, Lake Silver Restoration Permitting and Construction Administration, Baker Parking Lot Rehabilitation, 12th Avenue Sidewalk Improvements, County Building/General Construction Inspection, and Agriculture Extension Office. Role: Principal-in-Charge		
(1) TITLE AND LOCATION (City and State) HVAC Underground Pipe Replacement, Northwest Florida State College, Niceville, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2014 - 2018	CONSTRUCTION (if applicable) 2017 - 2018
b. (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm This project consisted of the replacement of three water-cooled chillers, cooling towers, chilled water and condenser water pumps, high efficiency gas-fired boilers, hot water distribution pumps, and all underground hot water and chilled water piping at the Northwest Florida State College Niceville Campus. The underground piping replacement covered the entire campus's HVAC system from the central energy plant to all 22 buildings totaling approximately 6 miles of new piping. Role: Principal-in-Charge/Project Manager		
(1) TITLE AND LOCATION (City and State) Fort Walton Beach Landing Master Plan, Fort Walton Beach, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2016 - 2022	CONSTRUCTION (if applicable) N/A
c. (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Preparation of a Master Plan outlining and illustrating potential future public and private sector land use opportunities at the City of Fort Walton Beach Landing (Landing). The study considered the master planning strategies within the City as well as the downtown district. The Master Plan consisted of detailed master planning, infrastructure planning, financial analysis and capital improvement planning. Role: Principal-in-Charge		
(1) TITLE AND LOCATION (City and State) Public Works General Consulting Services, City of Fort Walton Beach, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2015 - ongoing	CONSTRUCTION (if applicable) 2015 - ongoing
d. (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm AVCON has managed multiple design projects including the Fort Walton Beach Landing Phases I & II, Stormwater Improvements, Downtown Parking Study, and Facilities Assessments. The projects are key to the Fort Walton community, ensuring recreational and community facilities meet the growing community demand. Role: Principal-in-Charge		
(1) TITLE AND LOCATION (City and State) General Consulting Services, City of Niceville, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2014 - ongoing	CONSTRUCTION (if applicable) 2014 - ongoing
e. (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Key projects have included a Bayshore Drive Stormwater Improvements, The Niceville Landing Park, Turkey Creek East Parking Master Plan, Thomas Branch, and Boggy Bayou, all of which were grant-funded. Role: Principal-in-Charge		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Heath Jenkins, PE	Project Manager	a. TOTAL 18	b. WITH CURRENT FIRM 1
15. FIRM NAME AND LOCATION (City and State) AVCON, INC., Pensacola, FL			
16. EDUCATION (Degree and Specialization) M.B.A. University of Florida, 2010; B.S., Architectural Engineering, University of Texas at Austin, 2004		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer - FL	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

Mr. Jenkins is a senior project manager with 18 years of experience in various transportation, aviation, and land development projects. He has performed project assessments, analyses, design, permitting, and construction administration. Heath's projects have included engineering and construction administration for pavement rehabilitation, hangar developments, drainage improvements, roadway design, subdivision design, site planning, master planning, and parcel rezoning.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Women Veterans Memorial Park, Okaloosa County, Fort Walton Beach, FL	PROFESSIONAL SERVICES 2020-2021	CONSTRUCTION (If applicable) 2021
a.	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm Project Manager for the design and construction of a Memorial Park dedicated to Women Veterans, including a new walkway of sidewalks and boardwalk displaying statues, security lighting and cameras, landscaping design, and extensive stakeholder & funding coordination.		
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Lake Lorraine Drainage System Improvements, Okaloosa County, Shalimar, FL	PROFESSIONAL SERVICES 2017-2022	CONSTRUCTION (If applicable) 2022
b.	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Project Manager responsible for construction administration services and coordination with the County to address stormwater issues within the Lake Lorraine subdivision. Improvements are being made to the stormwater system to better attenuate and convey stormwater by increasing capacity in the system and reduce localized flooding.		
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Boggy Bayou Headwaters Restoration, Niceville, FL	PROFESSIONAL SERVICES 2015-2023	CONSTRUCTION (If applicable) 2023
c.	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Senior Project Engineer responsible for the coordination of plans update and bidding phase for a project to address sediment reduction, biological productivity, improved habitat, and removal of nuisance species in the northernmost waters of the bayou.		
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Wilkinson Avenue Apartments, City of Panama City Beach, Bay County, FL	PROFESSIONAL SERVICES 2022-2023	CONSTRUCTION (If applicable) 2023
d.	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Senior Project Engineer for the design and permitting of 336 apartment units on Wilkinson Avenue off of Front Beach Road with future expansion of 50 townhomes, associated parking, stormwater, and park amenities. The project required extensive coordination for the Wilkinson Avenue reconstruction, sidewalk connectivity from Front Beach Road to the project site, utility evaluation and infrastructure improvements along Front Beach Road to increase water pressure along Front Beach Road and Wilkinson Avenue to support the project site, and Flood Plain evaluation to determine the impacts to the existing drainage swales along the project sites that feed throughout the Panama City Beach community.		
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Arbor Place/Robinson Estates Subdivisions, Pace, FL	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
e.	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm Project Manager for the new development of over 250 residential lots on a 145-acre parcel of land. The development required close coordination with Santa Rosa County due to the need for property re-zoning and the drainage problems in the area. To address the drainage impacts for the project in light of the known flooding issues, the development was designed to meet the 10-year pre-development runoff conditions in the 100-year post development event. The project included the design of over 2 miles of roadway with concrete sidewalk, utility design, and installation of a sanitary lift station and section of low pressure sewer.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME Tonia Nation, PE	13. ROLE IN THIS CONTRACT Stormwater & Utilities Engineer	14. YEARS EXPERIENCE a. TOTAL 23 b. WITH CURRENT FIRM 22	
15. FIRM NAME AND LOCATION (City and State) AVCON, INC., Niceville, FL			
16. EDUCATION (Degree and Specialization) B.S., Civil Engineering, Florida State University, 1999		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer - FL	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Ms. Tonia Nation, PE has worked on many types of public and private projects including parks, recreation facilities, golf courses, airport projects, and private sector developments. She understands the local permitting processes and works with the local permitting agencies on a daily basis to ensure that civil design and permitting efforts are a smooth process. Her recent project experience includes the design and permitting of subdivisions throughout Northwest Florida, including 15 new roadways, utilities, and stormwater infrastructure in Hammock Bay, Freeport, Florida.			
19. RELEVANT PROJECTS			
(1) TITLE AND LOCATION (City and State) Public Works General Consulting Services Contract, Okaloosa County, FL		(2) YEAR COMPLETED PROFESSIONAL SERVICES 2016 - ongoing CONSTRUCTION (if applicable) 2016 - ongoing	
a. (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Key projects have included Okaloosa County Building/General Construction Inspection, Lake Lorraine Drainage System Assessment, Lake Lorraine Phase II Design & Permitting, Okaloosa County Water & Sewer Field & Maintenance Office Replacement, 12th Avenue Sidewalk Improvements, James Lee Park Parking Lot Improvements, Bluewater Bay MSBU Hazard Mitigation, and Okaloosa County Sheriff's Office Training Facility Expansion. Role: Project Manager/Engineer		☒ Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Lake Lorraine Drainage System Assessment, Okaloosa County, Shalimar, FL		(2) YEAR COMPLETED PROFESSIONAL SERVICES 2012 - 2014 CONSTRUCTION (if applicable) N/A	
b. (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Project comprised of condition assessment of the existing pipes and structures to provide a replacement recommendation along with the completion of an outfall assessment model of the drainage system (using ICPR) to assess the hydraulic capacity of the existing system. The purpose of the ICPR mode was to help determine if the system was flooding due to downstream conditions or if the system flooding was resulting from lack of pipe capacity. Role: Project Engineer		☒ Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Parking Lot B Expansion, Destin-Fort Walton Beach Airport, Okaloosa County, FL		(2) YEAR COMPLETED PROFESSIONAL SERVICES 2019 - 2022 CONSTRUCTION (if applicable) 2022	
c. (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Parking lot expansion of ~440 parking spaces on a 7-acre area south of existing Parking Lot B. Design included grading and pavement, lighting and CCTV improvements, and drainage improvements to convey stormwater runoff to existing pond. Stormwater improvements consisted of site grading and inlet/pipe improvements necessary to convey runoff to the existing pond system. Role: Project Manager/Engineer		☒ Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Fort Walton Beach Landing Master Plan, Fort Walton Beach, FL		(2) YEAR COMPLETED PROFESSIONAL SERVICES 2016 - 2022 CONSTRUCTION (if applicable) N/A	
d. (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Preparation of a Master Plan outlining and illustrating potential future public and private sector land use opportunities at the City of Fort Walton Beach Landing (Landing). The study considered the master planning strategies within the City as well as the downtown district. The Master Plan consisted of detailed master planning, infrastructure planning, financial analysis and capital improvement planning. Role: Project Manager/Engineer		☒ Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Boggy Bayou Headwaters Restoration, City of Niceville, FL		(2) YEAR COMPLETED PROFESSIONAL SERVICES 2015 - 2023 CONSTRUCTION (if applicable) 2023	
e. (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE This project included sediment reduction, biological productivity, improved habitat, and removal of nuisance species in the northernmost waters of the bayou. The project consisted of inventorying of the natural communities, recommendations for dredging/relocating sediment, and associated permitting. Role: Project Manager/Engineer		☒ Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME Clint Pletzer, PE	13. ROLE IN THIS CONTRACT Transportation / Roadway Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 21	b. WITH CURRENT FIRM 19
15. FIRM NAME AND LOCATION (City and State) AVCON, INC., Orlando, FL			
16. EDUCATION (Degree and Specialization) B.S. Civil Engineering, University of Central Florida, 2002		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer - FL	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Mr. Pletzer, PE has worked on more than 50 roadway design projects in his 20+ years of experience. His skills include the development of horizontal and vertical alignments utilizing GEOPAK, utility coordination and adjustments, maintenance of traffic, estimates, and construction drawing development in CADD format. He is also well versed in all phases of FDOT plans preparation. Mr. Pletzer has worked closely with a number of local governments and other public entities for a variety of transportation projects.			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State) Oak Ridge Road at Winegard Road Signalization, Orange County, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2018 - 2021	CONSTRUCTION (if applicable) 2021
a. (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Intersection updates including a new signal system and mast arms. Minor intersection modifications were also required along with ITS modifications and signing and pavement marking upgrades. Specific elements included traffic signal and interconnect design, traffic signing and pavement markings, MOT, and minor intersection design. Role: Project Manager/Engineer	☒ Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Pine Hills Road Safety Improvements, Orange County FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2020 - ongoing	CONSTRUCTION (if applicable) Ongoing
b. (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE This project included changes to the typical section and access management, as well as drainage improvements, signalization upgrades, and pedestrian safety improvements. Safety improvements included the addition of pedestrian-only signals and the relocation of mid-block crossings. Pedestrian upgrades included the reconstruction of driveways to meet ADA requirements and the addition of a multi-use trail. Role: Project Manager/Engineer	☒ Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) West Central Blvd. Signal, Orlando, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2016 - 2018	CONSTRUCTION (if applicable) 2018
c. (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Replacement of an existing signal at an intersection in downtown Orlando with mast arms. The traffic signal was designed to meet MUTCD, FDOT, and City design standards. Synchro software was used to determine levels-of-service and proposed signal timings. A new signal controller, pull boxes, conduit, video detectors, pedestrian signals, transit signals, and all associated equipment were included in the design. Role: Project Manager/Engineer	☒ Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) UCF/Alafaya (SR434) Trail Pedestrian Safety Improvements, Orange County, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2019 - ongoing	CONSTRUCTION (if applicable) Ongoing
d. (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Pedestrian safety improvements (~3.1 miles) using the Recommended Improvements Implementation Plan provided in the UCF/Alafaya Trail Pedestrian Safety Study. These improvements include signage, pedestrian channelization, landscaping, intersection improvements, pedestrian-scale lighting, signalized mid-block crossings, and a pedestrian/bicycle shared-use path. Role: Project Manager/Engineer	☒ Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Ficquette Road at Overstreet Road Signalization, Orange County, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2018 - 2019	CONSTRUCTION (if applicable) 2019
e. (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE New signal system supported by mast arms. Minor intersection modifications were required along with ITS modifications and signing and pavement marking upgrades. Specific elements included traffic signal and interconnect design, traffic signing and pavement markings design, maintenance of traffic design, and minor intersection design. Role: Project Manager/Engineer	☒ Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Michael Duer	13. ROLE IN THIS CONTRACT Traffic Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 30	b. WITH CURRENT FIRM 19
15. FIRM NAME AND LOCATION (City and State) AVCON, INC., Orlando, FL			
16. EDUCATION (Degree and Specialization) B.S. Industrial Engineering, University of Florida, 1992		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer - FL	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Mr. Duer, EI has over 30 years of experience in roadway design, transportation planning, traffic engineering and production quality control from his Industrial Engineering background. He is proficient in roadway plans preparation, temporary traffic control, specifications, construction cost estimates, and technical writing. His areas of expertise include signing and pavement markings, signalization, traffic studies, access management, ADA compliance, QA/QC review, and public involvement exhibits and mail-outs.			
19. RELEVANT PROJECTS			
(1) TITLE AND LOCATION (City and State) Casselberry City Center, Casselberry, FL		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2014 - 2019	CONSTRUCTION (if applicable) 2019
a. (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Traffic study for the City Center located at the southeast corner of the intersection of SR 600 (US 17-92) and Triplet Lake Drive. The purpose was to provide trip generation data, trip distribution, critical peak hour turn movements and traffic operations analysis as required for an FDOT Driveway/Connection. Synchro software, ITE trip generation and NCHRP internal trip capture estimation were used to evaluate the new trips generated by the mixed-used redevelopment project. Role: Traffic Engineer		☒ Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Maitland City Center, Maitland, FL		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2015 - 2019	CONSTRUCTION (if applicable) 2019
b. (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Proposed mixed-use redevelopment in downtown Maitland with 220 apartment units, 40,000 sf of commercial development, and parking garage structures. The site consisted of a commercial development with three existing buildings and parking areas, which were demolished and removed to create room for the proposed development. The purpose of the study was to provide trip generation data, trip distribution, critical peak hour turn movements, and traffic operations analysis as required for an FDOT Driveway/Connection. Role: Traffic Engineer		☒ Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) West Central Blvd. Signal Design, Orlando, FL		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2016 - 2018	CONSTRUCTION (if applicable) 2018
c. (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Prepare construction plans for replacement of an existing signal at the intersection of Central Blvd. and Terry Avenue in downtown Orlando. The new mast arm signal poles replace existing concrete strain poles and a diagonal signal span as a part of streetscape project at the intersection. The traffic signal was designed to meet MUTCD, FDOT, and City of Orlando design standards. Synchro software was used to determine levels-of-service (LOS) and proposed signal timings. Role: Traffic Engineer		☒ Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) US 17-92 at Horatio Avenue Intersection Improvements, Maitland, FL		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2007 - 2014	CONSTRUCTION (if applicable) 2014
d. (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Roadway improvements to the six-lane, urban US 17-92 to add turn lanes, modify median openings and expand median widths, and reconfigure the four-lane, urban Horatio Avenue to extend turn lanes, modify median openings east of US 17-92, reduce lanes from 5 to 3 on the west side of US 17-92, and add street parking. The project also included reconstruction of two railroad crossings and two signalized intersections. Role: Traffic Engineer		☒ Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Pine Hills Road Safety Improvements, Orange County, FL		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2020 - ongoing	CONSTRUCTION (if applicable) Ongoing
e. (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE This project included changes to the typical section and access management, as well as drainage improvements, signalization upgrades, and pedestrian safety improvements. Safety improvements included the addition of pedestrian-only signals and the relocation of mid-block crossings. Pedestrian upgrades included the reconstruction of driveways to meet ADA requirements and the addition of a multi-use trail. Role: Traffic Engineer		☒ Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Dominick Fiorentino, PE	13. ROLE IN THIS CONTRACT Structural Engineer	14. YEARS EXPERIENCE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">a. TOTAL 35</td> <td style="width: 50%;">b. WITH CURRENT FIRM 29</td> </tr> </table>		a. TOTAL 35	b. WITH CURRENT FIRM 29
a. TOTAL 35	b. WITH CURRENT FIRM 29				
15. FIRM NAME AND LOCATION (City and State) AVCON, INC., Orlando, FL					
16. EDUCATION (Degree and Specialization) B.S. Civil Engineering, University of Central Florida, 2014		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer - FL			
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Mr. Fiorentino, PE is a licensed Structural Engineer with more than 35 years of experience in the design and construction of Public Facilities, including transportation and pedestrian bridge structures. He has experience in multiple disciplines including Structures, Roadways, Drainage, and Traffic Control. He provides structural assessments, new designs, rehabilitations, and ADA accessibility evaluations.					
19. RELEVANT PROJECTS					
(1) TITLE AND LOCATION (City and State) Ballough Road Bridge Replacement, Daytona Beach, FL		(2) YEAR COMPLETED <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PROFESSIONAL SERVICES 2016 - 2018</td> <td style="width: 50%;">CONSTRUCTION (if applicable) 2018</td> </tr> </table>		PROFESSIONAL SERVICES 2016 - 2018	CONSTRUCTION (if applicable) 2018
PROFESSIONAL SERVICES 2016 - 2018	CONSTRUCTION (if applicable) 2018				
a. (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE This project comprised dredging, a boardwalk around the entire perimeter of the basin, a new boat/kayak launch ramp and retrieval facility on the west side of the basin, and replacement of the bridge on Ballough Road with one that is designed to accommodate the size of watercraft that will be accessing the boat/kayak facility and the commercial waterfront development surrounding the Root Pond waterway. Role: Structural Engineer		☒ Check if project performed with current firm			
(1) TITLE AND LOCATION (City and State) Parks and Recreation Bridge Assessments, Orange County, FL		(2) YEAR COMPLETED <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PROFESSIONAL SERVICES 2021</td> <td style="width: 50%;">CONSTRUCTION (if applicable) N/A</td> </tr> </table>		PROFESSIONAL SERVICES 2021	CONSTRUCTION (if applicable) N/A
PROFESSIONAL SERVICES 2021	CONSTRUCTION (if applicable) N/A				
b. (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Services included on-site, nondestructive visual inspection of ten existing pedestrian/trail bridges and preparation of a bridge inspection report for each identified and observed defect as well as an opinion of current structural condition in accordance with NBI and FDOT Bridge Inspector's Field Guide. Five of the bridges were steel steadfast bridges, three were timber bridges, and one was a concrete structure. Role: Structural Inspector/Engineer		☒ Check if project performed with current firm			
(1) TITLE AND LOCATION (City and State) SR 415 and SR 442 Pedestrian Bridges Design-Build, Volusia County, FL		(2) YEAR COMPLETED <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PROFESSIONAL SERVICES 2013 - 2015</td> <td style="width: 50%;">CONSTRUCTION (if applicable) 2015</td> </tr> </table>		PROFESSIONAL SERVICES 2013 - 2015	CONSTRUCTION (if applicable) 2015
PROFESSIONAL SERVICES 2013 - 2015	CONSTRUCTION (if applicable) 2015				
c. (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Design and construction of 150-ft pedestrian bridges over SRs 442 and 415 and the ramps leading up to the bridges, which meet trail and ADA requirements. The 12-ft-wide bridge design blended the important elements of safety, cost, and aesthetics and included Precast AASHTO Beams with a concrete deck, decorative columns, piers, and Segmental Block Retaining Walls along the ramps. Role: Structural Engineer		☒ Check if project performed with current firm			
(1) TITLE AND LOCATION (City and State) 8th Street Bridge/Culvert Replacement, Orlando, FL		(2) YEAR COMPLETED <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PROFESSIONAL SERVICES 2017 - 2018</td> <td style="width: 50%;">CONSTRUCTION (if applicable) 2018</td> </tr> </table>		PROFESSIONAL SERVICES 2017 - 2018	CONSTRUCTION (if applicable) 2018
PROFESSIONAL SERVICES 2017 - 2018	CONSTRUCTION (if applicable) 2018				
d. (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Replacement of an 8-ft concrete culvert with a Contech corrugated steel pipe arch of 12'-11" wide by 7'-6" high and concrete headwalls, wingwalls and fabric formed ditch lining to increase the hydraulic capacity of the canal and support a 2-lane roadway above. The culvert was 58 ft long with a 27-degree skew angle. Role: Structural Engineer		☒ Check if project performed with current firm			
(1) TITLE AND LOCATION (City and State) Cromwell Road Extension Phase II, Orlando, FL		(2) YEAR COMPLETED <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PROFESSIONAL SERVICES 2015 - 2018</td> <td style="width: 50%;">CONSTRUCTION (if applicable) 2018</td> </tr> </table>		PROFESSIONAL SERVICES 2015 - 2018	CONSTRUCTION (if applicable) 2018
PROFESSIONAL SERVICES 2015 - 2018	CONSTRUCTION (if applicable) 2018				
e. (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Design of a new bridge to connect two residential neighborhoods. The bridge had two lanes with raised sidewalks on each side and spanned over a canal between two adjacent lakes. The client wanted fishing room under the bridge, therefore, the structure was raised over the profile of the canal and included three spans of 48 ft each for a total of 144 ft bridge with concrete AASHTO II beams and a concrete reinforced deck all supported on pile bents with 18-inch prestressed concrete piles. Role: Structural Engineer		☒ Check if project performed with current firm			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Calvin Palmer, PE	13. ROLE IN THIS CONTRACT Site/Civil Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 7	b. WITH CURRENT FIRM 7
15. FIRM NAME AND LOCATION (City and State) AVCON, INC., Niceville, FL			
16. EDUCATION (Degree and Specialization) B.S., Civil Engineering, 2015, University of Alabama		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer - FL	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) For the past seven years, Mr. Palmer has been providing civil engineering design and project management for AVCON's municipal and airport clients in Alabama and Florida. Some of his projects have included drainage improvements, roadway/parking improvements, taxiway development, ARFF development, apron rehabilitation, airfield lighting, stormwater improvements, and hangar development. In addition, his skills include AutoCAD, RISA 2D/3D, and Revit.			
19. RELEVANT PROJECTS			
(1) TITLE AND LOCATION (City and State) Boggy Bayou Headwaters Restoration, Niceville, FL		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2015 - 2023	CONSTRUCTION (if applicable) 2023
a. (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE This project addressed sediment reduction, biological productivity, improved habitat, and removal of nuisance species in the northernmost waters of the bayou. The project included inventory of the natural communities, recommendations for dredging/relocating sediment, removal of nuisance species, and associated permitting. In addition, improvements to enhance public access and recreational opportunities were addressed as well as educational interpretative signage. Role: Project Engineer		☒ Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) City of Fort Walton Beach Landing Improvements, Fort Walton Beach, FL		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2015 - ongoing	CONSTRUCTION (if applicable) 2018 - ongoing
b. (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE This project consisted of the design and permitting associated with a concrete boardwalk, seawall, park lighting, new stage with terraced amphitheater seating, splash pad, entrance trellis, and restrooms. The project revamps the Landing Park to provide enhancements for community events that center around the City's waterfront park. The project included NRDA grant coordination, County TDD grant funding, and Restore Act Funding through the US Treasury. The project also required permitting with the USACE and FDEP with extensive cultural coordination and mitigation and minimization due to the proximity to the Indian Temple Mound in Downtown Fort Walton Beach and the number of artifacts found during the archaeological investigation. Role: Project Engineer		☒ Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Bayshore Drive Stormwater Improvements, Niceville, FL		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2017-2019	CONSTRUCTION (if applicable) 2019
c. (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE This project consisted of the design and installation of curbing, gutter, and stormwater pipe along Bayshore Drive in Niceville, Florida. The project also included the design of a stormwater separator for separation of the sediment and debris within the system. The project was a MOEX funded project, and the grant was administered by AVCON. Role: Project Engineer		☒ Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Hammock Bay General Consulting Services, Freeport, FL		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2013 - Ongoing	CONSTRUCTION (if applicable) Ongoing
d. (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE AVCON has been providing general consulting services since 2013. Design services have included the design and permitting of over 6 miles of roadway, potable water, sanitary sewer, and the associated stormwater infrastructure. The systems were designed to be owned and operated by the City of Freeport upon completion of the subdivisions. The following projects have been completed to date: The Meadows at Hammock Bay, Latitude at Hammock Bay, Central Park at Hammock Bay, Vineyards at Hammock Bay, SweetWater at Hammock Bay, Crescent Mill at Hammock Bay, FireFly at Hammock Bay, Mill Cottages at Hammock Bay, and Buxton's Mill at Hammock Bay. Role: Project Engineer		☒ Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Parking Lot B Expansion, Destin-Fort Walton Beach Airport, Okaloosa County, FL		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2019 - 2022	CONSTRUCTION (if applicable) 2022
e. (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE Parking lot expansion of ~440 parking spaces on a 7-acre area south of existing Parking Lot B. Design included grading and pavement, lighting and CCTV improvements, and drainage improvements to convey stormwater runoff to existing pond. Stormwater improvements consisted of site grading and inlet/pipe improvements necessary to convey runoff to the existing pond system. Role: Project Manager/Engineer		☒ Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Luca DelVerme, PE	13. ROLE IN THIS CONTRACT Structural Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 23	b. WITH CURRENT FIRM 20
15. FIRM NAME AND LOCATION (City and State) AVCON, INC., Orlando, FL			
16. EDUCATION (Degree and Specialization) B.S., Civil Engineering, University of Central Florida, 2002		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer - FL, AL	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Mr. DelVerme has over 20 years of structural engineering experience. He designed for a variety of building types, including airport terminals, hospitals, universities, courthouses and jails, parks and trail facilities, aircraft storage hangars, and solid waste facilities throughout the state of Florida. Mr. DelVerme's area of expertise includes renovation and addition of existing building structures as well as miscellaneous repair of facilities.			
19. RELEVANT PROJECTS			
(1) TITLE AND LOCATION (City and State) City of Orlando – Continuing Structural Engineering Services, Orlando, FL		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2010-2013, 2016-2019	CONSTRUCTION (if applicable) 2010-2013, 2016-2019
a. (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE This project consisted of Threshold Inspection services for major Orlando venues. Significant projects included the Parking Garage Elevator Load Assessment; Threshold Inspection for portions of the Geico Garage associated with the Amway Center; Threshold Inspection for Repairs to the Florida Citrus Bowl; Coordination of Steel Design and Repairs to the Florida Citrus Bowl through a subconsultant role; Foundation Design for eight large outdoor public art sculptures around the downtown and Lake Eola area; and design of facilities to support recreation elements in an existing City Park. Mr. DelVerme served in various roles from Structural Engineer to Threshold Inspector to Project Manager.		☒ Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) OCPS, Continuing Structural Engineering Services, Orange County, FL		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if applicable) N/A
b. (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE AVCON serves as an extension of OCPS staff on this continuing engineering assignment. AVCON staff has performed over 40 assignments under this contract ranging from a few hours of work to a few hundred hours for a larger assignment. Typical projects include maintenance inspections of existing facilities, inspection of obvious structural deterioration or emergency repairs associated with a specific incident. AVCON staff has also served as the structural reviewer for complete school design on an interim basis during transitional staffing issues with OCPS. Role: Structural Engineer.		☒ Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Dr. Phillips Center of the Performing Arts – Phase II, Orlando, FL		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2018	CONSTRUCTION (if applicable) 2019
c. (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE The project was site inspected to ensure footings, isolation pads, steel, rebar, concrete, existing to new structure, etc. and was constructed to meet the building's structural integrity. The entire theater is encased inside in an exterior concrete frame. Between the theater and the frame are 437 18-inch steel and rubber isolation pads that act as shock absorbers to deaden sound from noise. Role: Structural Engineer		☒ Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) See Art Orlando, Artwork Foundation Design, Orlando, FL		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2015	CONSTRUCTION (if applicable) 2015
d. (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE AVCON provided structural engineering services for the Wings of Protection II artwork for the City of Orlando which included the structure and slab foundation to support the artwork. The scope of work included design and 2-D CAD details of the art piece structural members and foundation. The design team provided evaluation of the foundation size and orientation to meet the structural needs of the art piece. Role: Structural Engineer		☒ Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Beardall Senior Center Concrete Rehabilitation, Orlando, FL		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2018	CONSTRUCTION (if applicable) 2018
e. (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE AVCON assisted the City Historical Preservation Architects with coordination. The project entailed structural engineering services on the exterior, third story, cantilever concrete band of the Center (Circa 1920 construction). AVCON performed visual inspections and provided the City with an assessment followed by replacement plans and details of a portion of the outside edge. Role: Project Manager/Lead Structural Engineer		☒ Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Zemp Pepper, PE	13. ROLE IN THIS CONTRACT Mechanical Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 40	b. WITH CURRENT FIRM 13
15. FIRM NAME AND LOCATION (City and State) AVCON, INC., Orlando, FL			
16. EDUCATION (Degree and Specialization) B.S., Mechanical Engineering, University of Florida, 1983		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer - FL	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Mr. Pepper serves as Mechanical Engineer at AVCON where he is responsible for oversight of the firm's MEP Group. Over his 30+ year career, Mr. Pepper has completed hundreds of renovation and new construction projects. His wide range of experience includes commercial buildings, municipal buildings, educational buildings, universities, performing arts centers, museums, hotels, parking garages, airport terminals, and hangars. His focus is in the design, analysis and layout of HVAC, plumbing, fire protection, electrical and low voltage components for a wide variety of projects.			
19. RELEVANT PROJECTS			
(1) TITLE AND LOCATION (City and State) Chiller Replacement at Destin-Fort Walton Beach Airport, Okaloosa County, FL		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2017 - 2019	CONSTRUCTION (if applicable) 2019
a.	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Replacement of two air-cooled chillers and associated constant volume pumps and control valves which serve the approximately 110,000 sf VPS terminal. Role: Mechanical Engineer		
(1) TITLE AND LOCATION (City and State) City Facilities Planning Strategy, City of Fort Walton Beach, FL		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2014-2015	CONSTRUCTION (if applicable) N/A
b.	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Facilities inventory and operational assessment of the facilities owned and maintained by the City. The condition of each facility was documented, and the categories evaluated included civil/site, architectural, mechanical/electrical/plumbing, and operational. Role: Mechanical Engineer		
(1) TITLE AND LOCATION (City and State) Site 80 New/Relief High School, Orange County Public Schools, Orlando, FL		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2019	CONSTRUCTION (if applicable) 2019
c.	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm New 372,295 sf high school. AVCON was responsible for plumbing and fire protection design as well as construction phase services. Services included complete domestic water, hot water heating systems, sanitary waste and vent, acid waste for laboratories, grease waste, natural gas systems, system calculations, fixture selections, and project manual, performance-based design indicating hazard occupancies of all spaces, service point, FDC, and coordination with site utilities. Role: Project Manager/Mechanical Engineer		
(1) TITLE AND LOCATION (City and State) HVAC Underground Pipe Replacement, Northwest Florida State College, Niceville, FL		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2014 - 2018	CONSTRUCTION (if applicable) 2017 - 2018
d.	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm This project consisted of the replacement of three water-cooled chillers, cooling towers, chilled water and condenser water pumps, high efficiency gas-fired boilers, hot water distribution pumps, and all underground hot water and chilled water piping at the Northwest Florida State College Niceville Campus. The underground piping replacement covered the entire campus's HVAC system from the central energy plant to all 22 buildings totaling approximately 6 miles of new piping. Role: Mechanical Engineer		
(1) TITLE AND LOCATION (City and State) Comfort Stations HVAC Equipment Upgrades at Ft. Wilderness Resort and Campground, Lake Buena Vista, FL		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION (if applicable) 2022
e.	(3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Replacement of split system units serving the laundry room and the restrooms as well as replacement of the exhaust fans. Ductwork was replaced with new sheet metal duct with external insulation. Role: Project Manager/Mechanical Engineer		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Sean Day, PE	Electrical Engineer	a. TOTAL 13	b. WITH CURRENT FIRM 6
15. FIRM NAME AND LOCATION (City and State) AVCON, INC., Orlando, FL			
16. EDUCATION (Degree and Specialization) B.S., Electrical Engineering, University of Central Florida, 2009		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer - FL	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Mr. Day, PE is an experienced Electrical Engineer with problem solving and critical thinking skills coupled with excellent communication skills to contribute to complex design projects. His areas of expertise involve many low voltage systems including Premise Distribution, Physical Access Control, Video Surveillance, Public Announcement, Distributed Antenna, and Fire Alarm systems. He has knowledge of copper, fiber, and wireless ethernet networking over local and wide area networks.			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Veteran's Memorial Bridge Lighting, Volusia County, FL	PROFESSIONAL SERVICES 2017 - 2022	CONSTRUCTION (if applicable) 2022
a. (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE	☒ Check if project performed with current firm	
Provided roadway lighting on the bridge deck and aesthetic lighting on the overall structure. This bridge project involved a 0.50 mile segment of CR 4050 over the Intercoastal Waterway. Role: Electrical Engineer		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
South Terminal Complex Phase I, Orlando International Airport, Orlando, FL	PROFESSIONAL SERVICES 2016 - 2022	CONSTRUCTION (if applicable) 2022
b. (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE	☒ Check if project performed with current firm	
Key project elements included roadways, aprons, runways, taxiways, utilities, landscaping, lighting, walkways, pedestrian bridges, expansion of the parking garage, chiller plant, aircraft loading bridges, and interior design. Electrical serves included design services for the underground duct system for OUC; lighting design for the inside floors of the parking garage; conceptual lighting design with zone control, day light photocells, and motion sensors; lightning protection for the parking garage. Role: Electrical Engineer		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Acceleration Academy, Orange County Public Schools, Orlando, FL	PROFESSIONAL SERVICES 2017 - 2022	CONSTRUCTION (if applicable) 2022
c. (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE	☒ Check if project performed with current firm	
The project comprised new circuiting and conduit, disconnecting means, circuit breakers, evaluation of electrical panelboards, load analysis, and adding a lightning protection system, electrical assessments and design for recommended improvements. The project also included replacement of all rooftop HVAC equipment, re-roofing the facility and replacing the insulation to meet current energy code requirements. Role: Electrical Engineer		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Terminal B Expansion, Orlando Sanford International Airport, Sanford, FL	PROFESSIONAL SERVICES 2015 - 2021	CONSTRUCTION (if applicable) 2018 - 2021
d. (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE	☒ Check if project performed with current firm	
Provided new Access Control System and Closed-Circuit Television security systems. The work included replacing outdated security systems as well as design of the new security systems for the terminal expansion. The camera system included stationary indoor and outdoor cameras as well as PTZ. Role: Electrical Engineer		
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
STC Employee Parking Lot at Orlando International Airport, Orlando, FL	PROFESSIONAL SERVICES 2018 - 2020	CONSTRUCTION (if applicable) 2020
e. (3) BRIEF DESCRIPTION (Brief scope size, cost, etc.) AND SPECIFIC ROLE	☒ Check if project performed with current firm	
Design included OUC service, communication service, parking lot lighting, and power distribution for the new-1,000 space parking lot. The design comprises relocation of existing OUC primary power duct bank around the new lot and locating a new transformer. Design also includes the extension of the existing fiber optic duct bank to provide communications to the existing revenue and security networks. Role: Electrical Engineer		

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 1		
21. TITLE AND LOCATION: <i>(City and State)</i> City Center Development, City of Casselberry, FL	22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2014-2019</td> <td>CONSTRUCTION <i>(if applicable)</i> 2016-2019</td> </tr> </table>		PROFESSIONAL SERVICES 2014-2019	CONSTRUCTION <i>(if applicable)</i> 2016-2019
PROFESSIONAL SERVICES 2014-2019	CONSTRUCTION <i>(if applicable)</i> 2016-2019			

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER City of Casselberry	b. POINT OF CONTACT NAME James "Randy" Newlan	c. POINT OF CONTACT TELEPHONE NUMBER (407) 262-7700
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Casselberry lacked a distinct downtown, so it planned another way to lure shoppers and diners by creating a "city center" from the ground up. City commissioners sought to transform a stretch of land along US 17-92 near Lake Concord into a walkable village with more than 200 apartments, trails, restaurants, and shops. This project was a joint effort between the City of Casselberry, Integra Land Company, and Casto, and was a part of the City's planned reconstruction of its infrastructure in the vicinity of City Hall.

AVCON was responsible for the planning, design, permitting, and construction administration for site and property developments, roadway and signalization improvements including the addition of a roundabout, stormwater/drainage improvements, utility adjustments, and the addition of sidewalks, a multi-use path, and other pedestrian/bicycle facilities.



The site exhibited a significant amount of unsuitable material (muck), most of which was located beneath a layer of clean and usable soil. The first phase of the project included providing the development team with prices and options to remediate the unsuitable material and choosing the most effective method for remediation. The second phase of the project consisted of moving forward with the mass grading, stormwater ponds, soil remediation, and utility trunk lines for the entire city center development.

A significant portion of the design assignment was the development of the stormwater system to provide treatment and attenuation to the residential apartments, the commercial retail sites, and the city park. One of the major issues was the runoff from US 17-92 that discharged to the site into an easement that had existed for over 50 years. The final design needed to accommodate both FDOT requirements from the original easement and the Water Management District's current criteria. Our team worked closely with both agencies to develop a solution that included revising the 100-year flood elevation in an old borrow pit, which eventually required a LOMR to be processed through FEMA. The pre-post was partially met by storing water in the old borrow pit, thus changing the 100-year flood elevation by approximately 8 inches.

AVCON was also responsible for developing roadway and site plans for the redesign of Triplet Lake Drive, from its connection with US 17-92 to the south of Quail Pond. Work included the design of demolition, drainage, mass grading, roundabout, three-leg intersection, utilities, and parking areas. The redesigned Triplet Lake Drive serves as a signature gateway into the City of Casselberry, enhancing an attractive commercial, residential, and administrative complex at the City's center.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
(1) FIRM NAME AVCON, INC.	(2) FIRM LOCATION <i>(City and State)</i> Orlando, FL	(3) ROLE Prime Consultant - Planning, Design, Permitting, and Construction Administration

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 2
21. TITLE AND LOCATION: <i>(City and State)</i> City Facilities Planning Strategy, City of Fort Walton Beach, FL	22. YEAR COMPLETED PROFESSIONAL SERVICES 2014-2015 CONSTRUCTION <i>(if applicable)</i> N/A	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER City of Fort Walton Beach	b. POINT OF CONTACT NAME Michael D. Beedie, PE	c. POINT OF CONTACT TELEPHONE NUMBER (850) 833-9925
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*



The City of Fort Walton Beach maintains 13 facilities within the City limits, including Fire Station #6/Police Station, City Hall Complex, Public Works Compound, Museum Complex, Tennis Center, Sanitation Building, Fire Station #7, Old City Hall, Sewer Treatment Plant, Library, Golf Course Clubhouse, Beal Memorial Cemetery, and Service Maintenance Shop.

In an effort to better identify and plan for future financial and personnel resources, the City hired AVCON to develop a comprehensive assessment of the existing facilities and prepare a 20-year plan to most cost-effectively address future repair and/or replacement needs associated with each.

A Facilities and Operational Assessment documented the existing condition of each facility as well as the key systems supporting the facility such as HVAC, roofing, and parking areas. The project also included the development of a capital improvement program for the continued long-term maintenance of these facilities, including replacement at the end of the project's useful life. Further, we evaluated existing organizational efficiencies and energy-saving options where applicable.

AVCON began by completing a Facility Inventory to identify the existing facilities and their conditions, with a focus on architectural features including life safety and ADA compliance, structural conditions, mechanical/HVAC, electrical, plumbing, communication and IT networking, building security features, civil/site infrastructure like parking and drainage, energy systems, and future land use.

AVCON then conducted an Operational Assessment to evaluate the working effectiveness and suitability of the City's public use resources by evaluating the current operations and identifying inefficiencies, sub-optimal working arrangements, process defects and gaps, and potential areas of risk. Based on our observations and research, we then developed holistic and specific assessments and recommendations for operational improvements.

Final deliverables included the Facility Inventory to identify facility and system life expectancies for all 13 facilities, the Operational Analysis Summary to identify facility needs based on operational optimization, and Facility Planning Strategy, which includes a Facility Master Plan, Facilities Repair & Maintenance Plan, and Potential Grant Sources. The Facilities Repair & Maintenance Plan provided a plan for each facility to remain, along with a broad Capital Improvement Plan with allocations for projected repairs.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME AVCON, INC.	(2) FIRM LOCATION <i>(City and State)</i> Niceville, FL	(3) ROLE Prime Consultant - Planning/Assessment
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

3

21. TITLE AND LOCATION: *(City and State)*

Landing Master Plan, City of Fort Walton Beach, FL

22. YEAR COMPLETED

PROFESSIONAL SERVICES
2016 - 2022

CONSTRUCTION *(if applicable)*
2022

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

City of Fort Walton Beach

b. POINT OF CONTACT NAME

Michael D. Beedie, PE

c. POINT OF CONTACT TELEPHONE NUMBER

(850) 833-9925

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

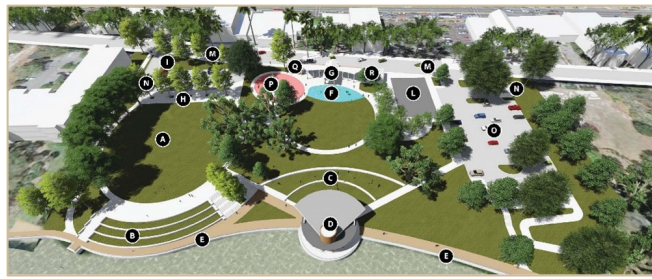
The City of Fort Walton Beach finds itself with a fortuitous opportunity to transform its downtown into a retail and entertainment destination. While the current downtown business environment already provides some of this growing demand, it is greatly limited in reinvestment opportunities by existing and persistent transportation, parking, access, and pedestrian circulation issues along US 98. With plans for the Brooks Bridge replacement already underway, the City sought to develop a comprehensive plan to best leverage future public and private sector land use opportunities at the City of Fort Walton Beach Landing, with the support of AVCON.

The study considered the master planning strategies within the City of Fort Walton Beach Landing and the downtown district. The project consisted of detailed master planning, infrastructure planning, financial analysis, and capital improvement planning for the area. Extensive coordination with the public, as well as public-private sector officials, was required.

Based on existing and available information, our team prepared a SWOT Analysis to evaluate how the City of Fort Walton Beach can better promote and achieve economic development, tourism, investment and enterprise at the Landing. We outlined a development approach that takes advantage of the Landing's physical and natural features and prepared a Master Plan that incorporated previous and current land use and economic information.

This development incorporated a concrete boardwalk, seawall, park lighting, new stage with terraced amphitheater seating, splash pad, entrance trellis, and restrooms, revamping the Landing Park to provide enhancements for the community events that center around the City's waterfront park.

The project included NRDA grant coordination, County TDD grant funding, and Restore Act Funding through the US Treasury, obtains with support from the AVCON team. In addition to the numerous grant coordination efforts, the project also required permitting with the USACE and FDEP with extensive cultural coordination and mitigation/minimization due to the proximity to the Indian Temple Mound and the number of artifacts found during the archaeological investigation.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME AVCON, INC.	(2) FIRM LOCATION <i>(City and State)</i> Niceville, FL	(3) ROLE Prime Consultant - Planning, Design, Permitting, and Grant Assistance
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 4		
21. TITLE AND LOCATION: (City and State) International Drive Widening, Orange County, Orlando, FL	22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2010-2014</td> <td>CONSTRUCTION (if applicable) 2015-2019</td> </tr> </table>		PROFESSIONAL SERVICES 2010-2014	CONSTRUCTION (if applicable) 2015-2019
PROFESSIONAL SERVICES 2010-2014	CONSTRUCTION (if applicable) 2015-2019			

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Orange County, FL	b. POINT OF CONTACT NAME Abdul Azim, PE	c. POINT OF CONTACT TELEPHONE NUMBER (407) 836-7908
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

This 2.5-mile roadway project consisted of widening International Drive from four lanes to six lanes from the southern intersection at Westwood Blvd. to the northern intersection at Westwood Blvd. The project included numerous intersecting streets and business driveways and addressed pedestrian facilities, median openings, and turn lanes. The existing road was originally designed and permitted to accommodate a six-lane section; therefore, the additional lane in each direction was designed within the existing median.

AVCON provided design services to widen the existing International Drive from four lanes to six lanes. The project included site survey, ADA pedestrian ramp design, re-alignment of sections of International Drive and roadway widening, drainage design, geotechnical investigation and engineering, environmental permitting, and utility coordination services.

The project included a complete re-design of the drainage system for the roadway. Therefore, drainage calculations were prepared to ensure proper sizing of the drainage system and for submittal to the SFWMD as part of the ERP Application. Permitting also involved NPDES and Valencia Water Control District.

Six existing traffic signals at the intersections of S. Westwood Blvd., Avenida Way, Central Florida Parkway, Aquatica Driveway, Sea Harbor Drive, and N. Westwood Blvd were fully re-designed with new mast arms and traffic signals in a component set of signalization plans, including signal interconnect.

Extensive utility coordination and preparation of utility adjustment plans were required with County Public Works, County Utilities, Progress Energy, TECO People Gas, AT&T, Bright House, and numerous other telecommunication companies. AVCON also prepared and conducted a Public Involvement Plan that included public meetings, public information materials, and presentations.

AVCON provided an engineer's cost estimate based on estimated quantities obtained from the construction plans and utilized FDOT Historic Cost data. The project also included the preparation of right-of-way surveys, legal descriptions, and parcel sketches for property acquisition for roadway improvements. This included acquiring corner clips at intersections for signalization improvements.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME AVCON, INC.	(2) FIRM LOCATION (City and State) Niceville, FL	(3) ROLE Prime Consultant - Design, Permitting, Utility Coordination and Construction Administration
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 5		
21. TITLE AND LOCATION: <i>(City and State)</i> Hammock Bay Infrastructure Development, Freeport, Florida	22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2013 - ongoing</td> <td>CONSTRUCTION <i>(if applicable)</i> 2016 - ongoing</td> </tr> </table>		PROFESSIONAL SERVICES 2013 - ongoing	CONSTRUCTION <i>(if applicable)</i> 2016 - ongoing
PROFESSIONAL SERVICES 2013 - ongoing	CONSTRUCTION <i>(if applicable)</i> 2016 - ongoing			

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Jay Odom Group	b. POINT OF CONTACT NAME Jay Odom	c. POINT OF CONTACT TELEPHONE NUMBER (850) 654-4126
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*
 AVCON has been providing general consulting services to the Jay Odom Group since 2013. Our work with the Jay Odom Group consist of roadway, platting, utility infrastructure design, and stormwater design for the Hammock Bay subdivision. The design services have included the design and permitting of over 6 miles of roadway, potable water, sanitary sewer, and the associated stormwater infrasture. The systems were designed to be owned and operated by the City of Freeport upon completion of the subdivisions. The multi-year contract has included the following projects:



- The Meadows at Hammock Bay- The Meadows included the design of two stormwater ponds totaling 4 acres, approximately 1.5 miles of roadway infrastructure, 1.5 miles of potable water and sanitary sewer, and 78 platted lots. AVCON worked with the City of Freeport to design a system that would ultimately be owned and operated by the City of Freeport. Project included wetland sensitivity and floodplain assessment to ensure development was proposed outside of the environmental sensitive areas.
- Central Park at Hammock Bay- Central Park included the design of three stormwater ponds totaling 8 acres, approximately 2.5 miles of roadway infrastructure, 3.0 miles of potable water and sanitary sewer, and over 200 platted lots. AVCON worked with the City of Freeport to design a system that would ultimately be owned and operated by the City of Freeport. Project included wetland sensitivity and floodplain assessment to ensure development was proposed outside of the environmental sensitive areas that are commonly found throughout Walton County.
- Community Planning- AVCON has also served as a community planner and has worked extensively on other areas throughout the community master planning the roadway layouts, design, utility and stormwater infrastructure. The planning effort requires using a big picture approach when assessing how the community is going to grow in the future. Infrastructure planning for roadways and utilities is essential for all communities.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME AVCON, INC.	(2) FIRM LOCATION <i>(City and State)</i> Niceville, FL	(3) ROLE Professional Engineering Services
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER
6

21. TITLE AND LOCATION: <i>(City and State)</i> Henderson Beach/Commons Drive Intersection, Okaloosa County, Destin, FL	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2018-2019	CONSTRUCTION <i>(if applicable)</i> 2019-2020

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Okaloosa County, FL	b. POINT OF CONTACT NAME Jason Autrey, Public Works Director	c. POINT OF CONTACT TELEPHONE NUMBER (850) 689-5772
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Growth in the Destin area has caused the "back roads" to also be subjected to heavy traffic throughout the year. Serving as a secondary east-west road to US 98 on the east side of Destin, Commons Drive has seen significant development and has been in need of traffic capacity and safety improvements. Congestion and heavy turning movements at the intersection of Commons Drive and Henderson Beach Drive had grown to the point where the installation of a traffic signal would bring much-needed safety and relief to those passing through. Improvements to turn lanes, intersection approaches, and pedestrian facilities were included as part of the overall project.

AVCON was selected to complete the needed improvements at Henderson Beach Road and Commons Drive, which involved signalizing the intersection along with roadway modifications to extend the turn lanes, mark the intersection, and pedestrian improvements.

Specifically, the design incorporated new mast arm signals at the intersection, adjustment and extension of roadway turn lanes to accommodate signalization and milling and overlay of the intersection to accommodate the turn-lane adjustments/lane configurations. Pedestrian crosswalks and detectors were also added for all legs of the intersection.

The design and construction of the intersection improvements adhered to the City of Destin, Okaloosa County, FDOT MUTCD, and Florida Greenbook standards. Coordination with utility providers was required within the rights-of-way, including Destin Water Users, Gulf Power, Okaloosa Gas, and location communication providers.

Final deliverables included roadway plans, signing and marking plans, signalization plans and details, ITS interconnect plans, structures details, MOT plans, and a summary of pay items and quantities. Construction of the project has been completed, at a total cost of approximately \$1,170,000. Part of the funding (\$100,000) for the signalization portion of the project was provided by the City of Destin through developer contributed funds, and additional road funds were allocated by the county in the FY 20 budget for the milling and resurfacing of Commons Drive for approximately a quarter mile in both directions from the new signal. The project was completed one month ahead of schedule.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME AVCON, INC.	(2) FIRM LOCATION <i>(City and State)</i> Niceville and Orlando, FL	(3) ROLE Prime Consultant - Design, Permitting, Bidding, and Construction Administration
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER 7	
21. TITLE AND LOCATION: <i>(City and State)</i> Stormwater Master Plan, Tri-County Airport Authority, Bonifay, FL	22. YEAR COMPLETED PROFESSIONAL SERVICES 2019-2020 CONSTRUCTION <i>(if applicable)</i> N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Tri-County Airport Authority	b. POINT OF CONTACT NAME Jack Locke, Chairman	c. POINT OF CONTACT TELEPHONE NUMBER (850) 239-0039
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*
AVCON prepared a stormwater master plan for the Tri-County Airport (1J0), comprising approximately 300 acres northeast of Bonifay. The stormwater master plan assessed the existing drainage systems, reviewed existing permits, and addressed existing drainage issues. It also considered future airport development being planned in the concurrent Airport Master Plan so that stormwater management for the airport can be centralized and isolated in a manner that optimizes the best use of airport property while ensuring that adequate area is reserved for existing and future stormwater treatment.

Also included in the project was design and permitting services associated with improvements needed to reduce or eliminate the standing water between the runway and parallel taxiway, southwest of the runway midpoint.

AVCON performed a technical review of all existing record drawings and permit documents to help determine the areas contributing stormwater to existing stormwater management systems. Our team coordinated wetland delineation activities to field-delineate the limits of jurisdictional wetlands/waters included within the airport property, pursuant to the current methodologies of USACE and the FDEP. Additionally, we coordinated a species survey to determine any potential project involvement with protected species and/or their habitat.

Concurrent to this project was also the Airport Master Plan update. Therefore, our team coordinated with the Airport planning team to understand any future build-out assumptions and development concepts being considered. Stormwater modeling of the existing conditions was completed to confirm drainage issues observed during storm events and to provide a baseline for the proposed conditions, including stormwater treatment volumes and pipe sizes. Proposed conditions were then modeled to address the existing conditions models and to include the proposed future development areas. The master plan included basin modeling calculations, size and approximate locations of the proposed stormwater ponds, size of stormwater pipes, conveyance strategies, and other items required for the plan.

As part of the comprehensive stormwater master plan for the Tri-County Airport property, AVCON was responsible for all airport and agency coordination, development of an ERP application and supporting documents for the NFWFMD, and preparation of design drawings for the immediate stormwater improvements needed to reduce or eliminate the standing water between the runway and parallel taxiway, southwest of the runway midpoint.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME AVCON, INC.	(2) FIRM LOCATION <i>(City and State)</i> Niceville, FL	(3) ROLE Prime Consultant - Planning, Design and Permitting
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER
8

21. TITLE AND LOCATION: <i>(City and State)</i> Campus HVAC System, Northwest Florida State College, Niceville, FL	22. YEAR COMPLETED PROFESSIONAL SERVICES 2014-2018 CONSTRUCTION <i>(if applicable)</i> 2018
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23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Northwest Florida State College	b. POINT OF CONTACT NAME Randall White, Vice President	c. POINT OF CONTACT TELEPHONE NUMBER (850) 729-6404
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*
Northwest Florida State College implemented a \$25.2M infrastructure modernization program across five campuses and nearly 100 facilities to address HVAC system efficiencies. The program will ultimately deliver more than \$32M in guaranteed savings over 15 years.

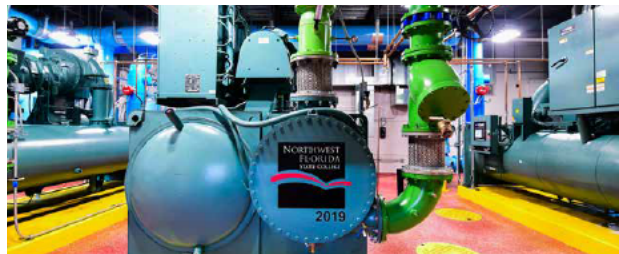
AVCON led the design for the replacement of three water cooled chillers, cooling towers, chilled water and condenser water pumps, high-efficiency gas-fired boilers, hot water distribution pumps, and all underground hot water and chilled water piping at the College's Niceville Campus. The underground piping replacement covered the entire campus' HVAC system, from the Central Energy Plant (CEP) to all 22 buildings, totaling approximately six miles of new piping. Phasing plans were prepared to enable the College to maintain all campus functions during the construction phase of the project. Extensive site surveys were conducted to verify underground pipe locations and connection points at each building such that changeover from the existing to the new campus loops would progress without incidence.

Installation of the new piping system with 50-year life was completed prior to the demolition of the existing system. The new water-cooled chillers were supplied with variable speed compressors and utilize variable primary flow to increase plant efficiency. Condensing type hot water boilers with superior turndown were specified to provide the college with a reliable and efficient heating system.

A new energy management system (EMS) was incorporated as part of the project. The EMS was a vital component in achieving the HVAC system energy savings as the control system links all equipment to a headend where control sequences are accomplished. This also allows remote monitoring and changing of system parameters and setpoints from the CEP control station.

Because of the design efficiencies developed by AVCON, the selected contractor was able to provide the College with a financial guarantee that the annual savings in energy costs (relative to the current baseline costs) would cover the complete financing of the installation costs—or the contractor would cover any costs to the College.

To date, the College has reduced its college-wide energy use intensity by more than 65%. The project has created a \$25M+ positive economic impact—cutting deferred maintenance backlog by more than 60%; reducing operational costs including utilities, maintenance, repairs, and capital budgeting; leveraging financial benefits to modernize and standardize systems and operational metrics; delivering \$700K in annual energy and O&M savings; and leveraging state-funding allocations and utility rebates of more than \$3M to support the upgrades.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME AVCON, INC.	(2) FIRM LOCATION <i>(City and State)</i> Niceville and Orlando, FL	(3) ROLE Prime Consultant - Design, Permitting, Bidding, and Construction Administration
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 9		
21. TITLE AND LOCATION: <i>(City and State)</i> Wooton Park Expansion, City of Tavares, FL	22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2012 - 2017</td> <td>CONSTRUCTION <i>(if applicable)</i> 2017</td> </tr> </table>		PROFESSIONAL SERVICES 2012 - 2017	CONSTRUCTION <i>(if applicable)</i> 2017
PROFESSIONAL SERVICES 2012 - 2017	CONSTRUCTION <i>(if applicable)</i> 2017			

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER City of Tavares	b. POINT OF CONTACT NAME Bob Tweedie	c. POINT OF CONTACT TELEPHONE NUMBER (352) 742-6402
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

AVCON originally assisted the City in 2007 to establish a dedicated marina and seaplane base to accommodate various watercraft and seaplane activities occurring on Lake Dora. The City contracted with AVCON to obtain a state license for a public-use landing area to complement the adjacent six-acre multi-use park facility known as Wooton Park. The park serves as a regional destination waterfront venue including a children's playground, boat ramps, boat dock, pier and other related facilities. The park also includes a multi-modal facility, trailhead, and other facilities to support various modes of transportation. Years later, AVCON prepared a new Master Plan for the area, which detailed existing conditions, environmental considerations, forecasts of aviation activity, facilities requirements, alternatives, a layout set, and a Capital Improvement Program.



The Wooton Park Expansion project kicked off in 2012 and consisted of planning, design, and engineering of future improvements and expansion to the park and waterfront area. Services included design, permitting, and construction administration of a new boat ramp, an extension of the multi-use recreational trail, a boat/trailer parking area, and restroom facilities.

The first step in the process was to clean up the shoreline to accommodate boat and seaplane parking. The City of Tavares and AVCON met with representatives from FDEP to discuss the options available along the shoreline. The goal was to allow boat and seaplane "beach" parking, while also improving water quality and the environmental condition of the lakeshore.

The ultimate project included the clearing of nuisance plant species and enhancing other natural shoreline vegetation. The work then included de-mucking of the shoreline and the removal of construction debris that had accumulated over the years. All told, over 200 dump trucks of debris was removed from the shoreline. The lake bottom has been returned to its original sand bottom near the shore, and the shoreline slope has been reinforced with geotextile fabric and sod to eliminate future erosion and sediment runoff into the lake.

Additional landside improvements were required for the new trail addition, which was to be located on vacant land purchased by the City. The trail construction required the placement of an embankment to mitigate flooding. The trail consisted of 6" Portland Cement Concrete to match the existing trail along with lighting installation, covered shelters, and water fountains along the trail. Installation of curb ramps was also required along Sinclair Avenue to meet ADA requirements.

The new waterfront park amenities have been a major success, and the City of Tavares is now known as "America's Seaplane City".

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME AVCON, INC.	(2) FIRM LOCATION <i>(City and State)</i> Niceville and Orlando, FL	(3) ROLE Prime Consultant - Planning, Design, Permitting, Construction Administration
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 10				
21. TITLE AND LOCATION: (City and State) Wilkinson Avenue Apartments City of Panama City Beach, Bay County, Florida	22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES</td> <td>CONSTRUCTION (if applicable)</td> </tr> <tr> <td>2022</td> <td>2023</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)	2022	2023
PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)					
2022	2023					

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Catalyst Development Partners	b. POINT OF CONTACT NAME Jeff Maxwell	c. POINT OF CONTACT TELEPHONE NUMBER (678) 515-5376
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

This project included the design and permitting of 336 apartment units on Wilkinson Avenue off of Front Beach Road with future expansion of 50 townhomes, associated parking, stormwater, and park amenities. The project required extensive coordination for the Wilkinson Avenue reconstruction, sidewalk connectivity from Front Beach Road to the project site, utility evaluation and infrastructure improvements along Front Beach Road to increase water pressure along Front Beach Road and Wilkinson Avenue to support the project site, and Flood Plain evaluation to determine the impacts to the existing drainage swales along the project sites that feed throughout the Panama City Beach community.

This project included permitting with the NFWFMD, FDEP, FEMA, the City of Panama City Beach, and Bay County.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a. (1) FIRM NAME AVCON, INC.	(2) FIRM LOCATION (City and State) Niceville, FL	(3) ROLE Professional Consulting and Engineering Services
b. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Examples Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Lee Lewis, PE	Principal-in-Charge	☐	☒	☒	☐	☒	☒	☒	☒	☒	☒
Heath Jenkins, PE	Project Manager	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Tonia Nation, PE	Stormwater & Utilities Engineer	☐	☒	☒	☐	☒	☒	☒	☐	☐	☒
Clint Pletzer, PE	Transportation Engineer	☒	☐	☐	☒	☐	☐	☐	☐	☒	☐
Michael Duer	Transportation/Traffic Planner	☒	☐	☐	☒	☐	☒	☐	☐	☒	☐
Dominick Fiorentino, PE	Structural Engineer (Transportation)	☐	☐	☐	☒	☐	☒	☐	☐	☒	☐
Calvin Palmer, PE	Site/Civil Engineer	☐	☐	☒	☐	☒	☒	☒	☐	☐	☐
Luca DelVerme, PE	Structural Engineer (Buildings)	☒	☒	☐	☐	☐	☐	☐	☒	☒	☐
Zemp Pepper, PE	Mechanical Engineer	☐	☒	☐	☐	☐	☐	☐	☒	☒	☐
Sean Day, PE	Electrical Engineer	☐	☐	☐	☐	☐	☐	☐	☐	☒	☐
		☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
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29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1	City Center Development, City of Casselberry	6	Henderson Beach/Commons Drive, Okaloosa County
2	City Facilities Planning Strategy, City of Fort Walton Beach	7	Stormwater Master Plan, Tri-County Airport Authority
3	Landing Park Master Plan, City of Fort Walton Beach	8	Campus HVAC System, Northwest Florida State College
4	International Drive Widening, Orange County	9	Wootton Park Expansion, City of Tavares, FL
5	Hammock Bay Development Freeport, FL	10	Wilkinson Avenue Apartments, Bay County, Florida

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

Firm Overview: Established in 1988, AVCON is a trusted Florida-based engineering and planning firm, specializing in transportation, facilities, site development, and airport projects. AVCON's team of engineers and planners have completed all types of projects, ranging from land/site planning, environmental assessments, and grant management programs to roadway safety enhancements, utilities and stormwater improvements. AVCON also provides specialty services related to value engineering, peer reviews, master planning, capacity studies, programming, and more. These capabilities result in safe, cost-effective, and efficient enhancements while reducing construction impacts on your users.

The collective experience of AVCON for planning, design, and construction phase services is extraordinary and unmatched. AVCON frequently receives industry recognition and exposure through our award-winning projects and knowledgeable staff. Our engineering and planning professionals often present at industry conferences and workshops about their implementation of cost-saving and sustainable project strategies that have resulted in long-lasting design solutions.

AVCON prides itself on the firm's long history of success in all projects based on our team's ability to listen to clients, our expert knowledge of local, state, and federal standards and specifications, our big picture yet detailed approach to design, and our ability to develop construction phasing plans that minimize operational impacts to your users. In Florida alone, AVCON has worked with hundreds of local governments and authorities on projects similar to those anticipated under this contract. As evidence of AVCON's long-term commitment to quality and service, the firm continues to provide engineering, planning, and construction phase services to many of its earliest clients.

Our team has provided planning and advisory services, conceptual, preliminary, and final design, bid support, and construction services on hundreds of relevant projects, including many under similar continuing service agreements. Projects such as the Fort Walton Beach Facilities Plan and Northwest Florida State College HVAC Improvements are good examples of our successful performance, while the Casselberry City Center and International Drive Widening demonstrate our immense capability and capacity to handle complex and concurrent tasks.

With the hundreds of projects we've worked on across Florida, AVCON offers an extensive range of experience that meets the needs of the District and specifically the requirements of the RFQ.

AVCON has served as the prime consultant for many multi-year, general and on-call consulting agreements across Florida and the US. The District will benefit from our strong understanding of Florida municipal operations, relationships with state and federal agencies, and best practices from similar projects anticipated under this contract. Some of our continuing services experience in Florida includes:

- | | |
|----------------------------|---------------------------|
| •Brevard County | •City of New Smyrna Beach |
| •Brevard Public Schools | •City of Ormond Beach |
| •Calhoun County | •City of Orange City |
| •City of DeLand | •City of Sanford |
| •City of Fort Walton Beach | •City of St. Cloud |
| •City of Kissimmee | •City of Tallahassee |
| •City of Maitland | •City of Tavares |
| •City of Marianna | •City of Wauchula |

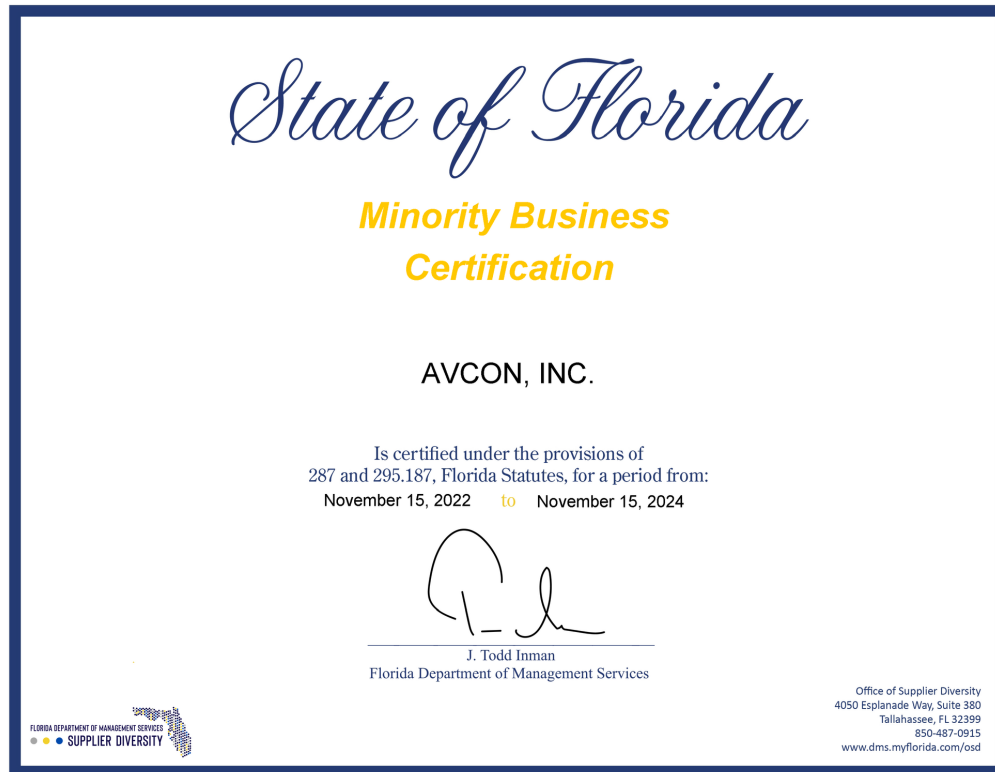
- City of Winter Haven
- Collier County
- Duke Energy
- Florida Department of Transportation
- Forsyth County
- Hernando County
- Martin County
- Northwest Florida State College
- Okaloosa County
- Okeechobee County
- Orange County
- Orange County Public Schools
- Osceola County
- Osceola County School District
- Palm Beach County
- Sampson County
- St. Lucie County
- Taylor County
- University of Central Florida
- Volusia County
- Walt Disney World

AVCON offers a full range of planning and engineering services to turn clients' projects into a successful reality. Services include:

- | | | |
|--|--|--|
| <p>Aviation</p> <ul style="list-style-type: none"> • Master Planning • Airfield Planning and Design • Airfield Pavement Management • Airport Lighting Systems • NAVAID Analysis and Design • Hangar Design • Air Carrier Terminal Gate Planning • Terminal Support Services • FAA Hazard Determination • Construction Management | <p>Development</p> <ul style="list-style-type: none"> • Land Planning / Entitlements • Site Planning • Civil Engineering • Building Structural Engineering • Mechanical Engineering / HVAC • Plumbing Engineering • Fire Protection Engineering • Building Electrical Engineering • Project Cost Analysis • Site and Corridor Utilities Design • Stormwater Facilities and Systems Design | <p>Transportation</p> <ul style="list-style-type: none"> • PD&E / Preliminary Engineering Studies • Pavement Management Programs • Pavement Resurfacing / Rehabilitation • Concrete Pavement Evaluation and Design • State and Local Highway Design • Roadway Bridge Design • Pedestrian Bridge Design • Miscellaneous Highway Structures • Traffic Studies / Signalization • Roadway Lighting |
|--|--|--|

AVCON is certified by the State of Florida Board of Professional Engineers, certified as a Minority Business Enterprise by the State of Florida Office of Supplier Diversity, and pre-qualified by the Florida Department of Transportation in seventeen different planning and design work areas.

Minority Business Enterprise Certification:



Willingness to Meet Time and Budget Requirements: As the Project Manager for all projects awarded under this Engineering Services Contract, Heath Jenkins, PE is committed to prioritizing the District as a devoted, highly-responsive client liaison, project manager, and team leader. Heath's priorities lie in delivering successful outcomes to the District for all work awarded to AVCON. He is available to begin work immediately and will remain highly available and responsive throughout the term of service.

- **Ability to Stay within Budget Requirements:** On the design side, AVCON holds firm to the negotiated design fee and does not request supplemental design fees unless the scope has changed significantly. Small scope changes will not trip a request for additional fees but will be incorporated as a necessary design modification through the plan development task. We are also familiar with budget-conscious efforts in project scoping that may include evaluating improvements using a cost-benefit analysis, reducing survey, and limiting contract plan sheets.

On the construction side, AVCON will monitor the construction cost estimates throughout the design phase and notify the District immediately if estimates are starting to over-shoot the proposed budget. At that point, we will provide recommendations to reduce the estimates back within budget or discuss the priorities of the project elements to possibly obtain Bid Alternates, with the Base Bid being the highest prioritized element and the Add Alternates being additional features that may be less critical to the goals of the project. By bidding in this manner, the District is guaranteed a project that falls within the budget and has the option to award additional work if the bids come in lower than anticipated or additional funds become available. We would typically ask the bidders to hold their Add Alternate bid prices for up to 90 days, but we have gone as far as 180 days in anticipation of available funding.

We realize that each assignment will have its own unique requirements, and the project approach will be modified accordingly. We will meet with District staff to agree on the specific approach before starting each assignment to ensure that both parties are on the same page as to where the design process is heading. We will also keep in close contact with the District's designated Project Manager and provide a project summary with each invoice.

- Capacity to Perform the Work within the Required Schedule: The AVCON Team understands the importance of coordinating and expediting a project. Coordination is one of the components of a project that requires an extreme amount of attention from early in the concept phase continued through final construction.

Providing a strong presence in the coordination process allows the project manager to determine what the project demands and what the critical items are throughout the process. With a hands-on approach to a project, we can expedite all aspects of the design, permitting and follow-up construction services.

When necessary, AVCON will expedite projects through the working of extra hours, the addition of temporary staff, utilization of our satellite offices or the addition of specialty subconsultants. Our clients can attest to our ability to expedite projects due to public safety issues, maintenance issues, funding issues, or public outcry. Having worked for many municipalities, we understand the issues that arise and the need to respond to some events in a very timely manner. In addition, meeting demanding schedules requires proper management and scheduling of the various tasks associated with a project.

AVCON utilizes critical path task scheduling for the design team to monitor our own internal process. In this manner, we can stay on track during critical and normal delivery assignments.

Geographic Location of Headquarters and Offices: AVCON's Pensacola office is the primary office for this contract and professional engineering services will be provided to the District from this office, with integral support from AVCON's Corporate Headquarters in Orlando, FL and Regional Office in Niceville, FL. AVCON has proven its responsiveness over the past 35 years to clients throughout Florida and the Southeast. Additionally, AVCON has the ability to call upon the supplemental credentials and staffing support of its firm-wide network of engineering and planning professionals at multiple regional offices throughout the Southeast, all of which have full capabilities to provide engineering services under this continuing contract. AVCON's relevant office locations are as follows:

Pensacola
3298 Summit Boulevard,
Suite 26
Pensacola, FL 32503

Orlando
5555 E Michigan Street,
Suite 200
Orlando, FL 32822

Niceville
320 Bayshore Drive,
Suite A
Niceville, FL 32578

Current and Projected Workloads: All members of the AVCON Team are prepared to bring forth the full resources necessary to provide for timely, responsible, and cost-effective planning and design solutions to meet the engineering needs of the Independence Community Development District. Most members of the team have worked together on previous assignments throughout Florida and are experienced in task order services with highly successful results. Project Manager, Heath Jenkins, PE, will allocate a total of up to 50% of his time to the District, with 60% of that time dedicated to project management and task leadership roles, as well as being available another 40% of the time for miscellaneous and technical tasks. During critical junctures of task assignments and when specific project requirements dictate, Heath will generally be available 100% of the time.

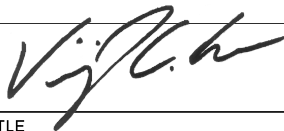
AVCON has adequate personnel and time available to complete services on schedule and within budget. In addition, AVCON has additional backup staffing capability in the event of unforeseen circumstances. AVCON guarantees that the firm's staff and the team's proposed key personnel will meet and exceed project staffing needs. Having analyzed the team members' closeout of recent work, current workload, and projected projects, AVCON has confirmed that each of the proposed key personnel will be available to complete any and all project elements assigned under this contract upon execution.

Primary Point of Contact: Heath Jenkins, PE will be your Project Manager. With Heath, you are assured of exceptional client/consultant continuity. He will lead the AVCON team and ensure that project schedules and budgets will be developed, managed, monitored, and adhered to. Project deliverables in the form of plans, specs, reports, cost estimates, and other related support documentation will be thorough, accurate and informational. Subconsultants (if needed) will be managed proactively and mentored, and funding and regulatory agencies will be informed of project activities on a regular basis. There will be no surprises, and project concurrence by involved agencies and staff will be achieved at key milestones throughout each project. Additionally, Heath will handle all District meetings for the firm/team, as well as oversee any construction services required on a project.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE



32. DATE

June 26, 2023

33. NAME AND TITLE

Lee Lewis, PE, Principal-in-Charge/Vice President

ARCHITECT-ENGINEER QUALIFICATIONS				1. SOLICITATION NUMBER (If any) N/A		
PART II - GENERAL QUALIFICATIONS (If a firm has branch offices, complete for each specific branch office seeking work.)						
2a. FIRM (or Branch Office) NAME AVCON, INC.				3. YEAR ESTABLISHED 1988	4. UNIQUE ENTITY IDENTIFIER 60-672-0266	
2b. STREET 3298 Summit Boulevard, Suite 26				5. OWNERSHIP a. TYPE Corporation		
2c. CITY Pensacola		2d. STATE FL	2e. ZIP CODE 32503	b. SMALL BUSINESS STATUS		
6a. POINT OF CONTACT NAME AND TITLE Lee Lewis, PE, Vice President/Principal-in-Charge				7. NAME OF FIRM (If Block 2a is a Branch Office)		
6b. TELEPHONE NUMBER (850) 698-3526		6c. EMAIL ADDRESS vclewis@avconinc.com				
8a. FORMER FIRM NAME(S) (If any) N/A				8b. YEAR ESTABLISHED N/A	8c. UNIQUE ENTITY IDENTIFIER N/A	
9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	21	3	A05	Airports; Navais; Airport Lighting; Aircraft Fueling	7
08	CADD Technician	12	6	A06	Airports; Terminals & Hangars; Freight Handling	5
12	Civil Engineer	41	25	B02	Bridges	4
15	Construction Inspector	6	3	C18	Cost Est; Cost Eng. & Analysis; Param. Cost.; Forecast	1
21	Electrical Engineer	6	0	D04	Design-Build - Preparation of Requests for Proposals	1
42	Mechanical Engineer	4	0	E02	Educational Facilities; Classrooms	3
57	Structural Engineer	5	0	H07	Highways; Streets; Airfield Paving; Parking Lots	6
60	Transportation Engineer	5	0	I06	Irrigation; Drainage	1
	Airport Planner	4	0	O01	Office Buildings; Industrial Parks	1
	Engineering Intern	5	1	P05	Planning (Community, Regional, Areawide & State)	1
				P06	Planning (Site, Installation, & Project)	2
				P13	Public Safety Facilities	1
				R03	Railroad; Rapid Transit	1
	Other Employees	0	0	R04	Recreation Facilities (Parks, Marinas, Etc.)	1
Total		109	38	S09	Structural Design; Special Structures	2
11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER				
a. Federal Work	3	1. Less Than \$100,000		6. \$2 million to less than \$5 million		
b. Non-Federal Work	8	2. \$100,000 to less than \$250,000		7. \$5 million to less than \$10 million		
c. Total Work	8	3. \$250,000 to less than \$500,000		8. \$10 million to less than \$25 million		
		4. \$500,000 to less than \$1 million		9. \$25 million to less than \$50 million		
		5. \$1 million to less than \$2 million		10. \$50 million or greater		
12. AUTHORIZED REPRESENTATIVE The foregoing is a statement of facts.						
a. SIGNATURE 				b. DATE June 26, 2023		
c. NAME AND TITLE Lee Lewis, PE, Vice President						



3298 SUMMIT BOULEVARD, SUITE 26
PENSACOLA, FL 32503
(850) 698-3526
AVCONINC.COM



INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT

8D

Independence Community Development District
Request for Qualifications – District Engineering Services

Competitive Selection Criteria

	Ability and Adequacy of Professional Personnel	Consultant’s Past Performance	Geographic Location	Willingness to Meet Time and Budget Requirements	Certified Minority Business Enterprise	Recent, Current and Projected Workloads	Volume of Work Previously Awarded to Consultant by District	TOTAL SCORE
	<i>weight factor</i>	25	25	20	15	5	5	100
	NAME OF RESPONDENT							
1	Avcon, Inc.							

Board Member’s Signature

Date

INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT

9A

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune | News Herald
Northwest Florida Daily News

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Daphne Gillyard
Daphne Gillyard
Independence CDD
2300 Glades RD # 401W
Boca Raton FL 33431-7386

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Northwest Florida Daily News, published in Okaloosa County, Florida; that the attached copy of advertisement, being a Bids & Proposals, was published on the publicly accessible website of Okaloosa County, Florida, or in a newspaper by print in the issues of, on:

06/09/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 06/09/2023

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$152.00

Order No: 8920176

Customer No: 955787

PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

INDEPENDENCE COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES

The Independence Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2023, with an option for two additional optional annual renewals. The District is a local unit of special-purpose government created under Chapter 190, *Florida Statutes*, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Okaloosa County, Florida, and has an annual operating budget of approximately \$55,265. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2023, be completed no later than April 15, 2024.

The auditing entity submitting a proposal must be duly licensed under Chapter 473, *Florida Statutes*, and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida Law and particularly Section 218.39, *Florida Statutes*, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) unbound and (1) electronic copy of their proposal to the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010 in an envelope marked on the outside "Auditing Services, Independence Community Development District." Proposals must be received by 12:00 p.m., on June 19, 2023, at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

District Manager
Pub: 6/09/23; #8920176

KAITLYN FELTY
Notary Public
State of Wisconsin

INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT

9B

**INDEPENDENCE COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES**

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Craig Wrathell
District Manager

INDEPENDENCE COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSALS

District Auditing Services for Fiscal Year 2023

Okaloosa County, Florida

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than June 19, 2023, at 12:00 p.m., at the offices of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010. Proposals will be publicly opened at that time.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit one (1) unbound and (1) electronic copy of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – Independence Community Development District" on the face of it. **Please include pricing for each additional bond issuance.**

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District's limited waiver of liability contained in Section 768.28, *Florida Statutes*, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List the position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal for the District's first audit for which there are no special assessment bonds, plus the lump sum cost of two (2) annual renewals, which renewals shall include services related to the District's anticipated issuance of special assessment bonds.

SECTION 13. PROTESTS. In accordance with the District's Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the

District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

1. Ability of Personnel. (20 Points)

2. Proposer's Experience. (20 Points)

3. Understanding of Scope of Work. (20 Points)

4. Ability to Furnish the Required Services. (20 Points)

5. Price. (20 Points)***

Total (100 Points)

***Alternatively, the Board may choose to evaluate firms without considering price, in which case the remaining categories would be assigned 25 points each.

INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT

gci

**INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT
PROPOSAL FOR AUDIT SERVICES**

PROPOSED BY:

Berger, Toombs, Elam, Gaines & Frank
CERTIFIED PUBLIC ACCOUNTANTS, PL

600 Citrus Avenue, Suite 200
Fort Pierce, Florida 34950

(772) 461-6120

CONTACT PERSON:

J. W. Gaines, CPA, Director

DATE OF PROPOSAL:

June 19, 2023

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Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

June 19, 2023

Independence Community Development District
Wrathell Hunt & Associates
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Dear District Manager:

Thank you very much for the opportunity to present our professional credentials to provide audit services for Independence Community Development District.

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has assembled a team of governmental and nonprofit specialists second to none to serve our clients. Our firm has the necessary qualifications and experience to serve as the independent auditors for Independence Community Development District. We will provide you with top quality, responsive service.

Experience

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is a recognized leader in providing services to governmental and nonprofit agencies throughout Florida. We have been the independent auditors for a number of local governmental agencies and through our experience in performing their audits, we have been able to increase our audit efficiency and; therefore, reduce costs. We have continually passed this cost savings on to our clients and will continue to do so in the future. As a result of our experience and expertise, we have developed an effective and efficient audit approach designed to meet or exceed the performance specifications in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and the standards for financial and compliance audits. We will conduct the audit in accordance with auditing standards generally accepted in the United States of America; "Government Auditing Standards" issued by the Comptroller General of the United States; the provisions of the Single Audit Act, Subpart F of Title 2 US Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, with minimal disruption to your operations. Our firm has frequent technical updates to keep our personnel informed and up-to-date on all changes that are occurring within the industry.



Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

Independence Community Development District
June 19, 2023

Our firm is a member of the Government Audit Quality Center, an organization dedicated to improving government audit quality. We also utilize the audit program software of a nationally recognized CPA firm to assure us that we are up to date with all auditing standards and to assist us maintain maximum audit efficiencies.

To facilitate your evaluation of our qualifications and experience, we have arranged this proposal to include a resume of our firm, including our available staff, our extensive prior governmental and nonprofit auditing experience and clients to be contacted.

You need a firm that will provide an efficient, cost-effective, high-quality audit within critical time constraints. You need a firm with the prerequisite governmental and nonprofit experience to perform your audit according to stringent legal and regulatory requirements, a firm that understands the complex nature of community development districts and their unique compliance requirements. You need a firm with recognized governmental and nonprofit specialists within the finance and governmental communities. And, certainly, you need a firm that will provide you with valuable feedback to enhance your current and future operations. Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is that firm. J. W. Gaines is the person authorized to make representations for the firm.

Thank you again for the opportunity to submit this proposal to Independence Community Development District.

Very truly yours,

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

PROFILE OF THE PROPOSER

Description and History of Audit Firm

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is a Treasure Coast public accounting firm, which qualifies as a small business firm, as established by the Small Business Administration (13 CFR 121.38), with offices in Fort Pierce and Stuart. We are a member of the Florida Institute of Certified Public Accountants and the American Institute of Certified Public Accountants. The firm was formed from the merger of Edwards, Berger, Harris & Company (originated in 1972) and McAlpin, Curtis & Associates (originated in 1949). J. W. Gaines and Associates (originated in 1979) merged with the firm in 2004. Our tremendous growth rate experienced over the last 69 years is directly attributable to the firm's unrelenting dedication to providing the highest quality, responsive professional services attainable to its clients.

We are a member of the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants (AICPA) to assure we meet the highest standards. Membership in this practice section requires that our firm meet more stringent standards than standard AICPA membership. These rigorous requirements include the requirement of a triennial peer review of our firm's auditing and accounting practice and annual Continuing Professional Education (CPE) for all accounting staff (whether CPA or non-CPA). For standard AICPA membership, only a quality review is required and only CPAs must meet CPE requirements.

We are also a member of the Government Audit Quality Center ("the Center") of the American Institute of Certified Public Accountants to assure the quality of our government audits. Membership in the Center, which is voluntary, requires our firm to comply with additional standards to promote the quality of government audits.

We have been extensively involved in serving local government entities with professional accounting, auditing and consulting services throughout the entire 69 year history of our firm. Our substantial experience over the years makes us uniquely qualified to provide accounting, auditing, and consulting services to these clients. We are a recognized leader in providing services to governmental and nonprofit agencies on the Treasure Coast and in Central and South Florida, with extensive experience in auditing community development districts and water control districts. We were the independent auditors of the City of Fort Pierce for over 37 years and currently, we are the independent auditors for St. Lucie County since 2002, and for 34 of the 38 years that the county has been audited by CPA firms. Additionally, we have performed audits of the City of Stuart, the City of Vero Beach, Indian River County and Martin County. We also presently audit over 75 Community Development Districts throughout Florida.

Our firm was founded on the belief that we are better able to respond to our clients needs through education, experience, independence, quality control, and personal service. Our firm's commitment to quality is reflected in our endeavor of professional excellence via continuing education, the use of the latest computer technology, professional membership in PCPS and peer review.

We believe our approach to audit engagements, intelligence and innovation teamed with sound professional judgment enables us to explore new concepts while remaining sensitive to the fundamental need for practical solutions. We take pride in giving you the assurance that the personal assistance you receive comes from years of advanced training, technical experience and financial acumen.

Professional Staff Resources

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has a total of 27 professional and administrative staff (including 12 professional staff with extensive experience servicing government entities). The work will be performed out of our Fort Pierce office with a proposed staff of one senior accountant and one or two staff accountants supervised by an audit manager and audit partner. With the exception of the directors of the firm's offices, the professional staff is not specifically assigned to any of our individual offices. The professional and administrative staff resources available to you through Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL are as follows:

	<u>Total</u>
Partners/Directors (CPA's)	5
Principals (CPA)	1
Managers (CPA)	1
Senior/Supervisor Accountants (2 CPA's)	3
Staff Accountants (1 CPA)	7
Computer Specialist	1
Paraprofessional	6
Administrative	<u>4</u>
Total – all personnel	28

Following is a brief description of each employee classification:

Staff Accountant – Staff accountants work directly under the constant supervision of the auditor-in-charge and, are responsible for the various testing of documents, account analysis and any other duties as his/her supervisor believes appropriate. Minimum qualification for a staff accountant is graduation from an accredited university or college with a degree in accounting or equivalent.

Senior Accountant – A senior accountant must possess all the qualifications of the staff accountant, in addition to being able to draft the necessary reports and financial statements, and supervise other staff accountants when necessary.

Managers – A manager must possess the qualifications of the senior accountant, plus be able to work without extensive supervision from the auditor-in-charge. The manager should be able to draft audit reports from start to finish and to supervise the audit team, if necessary.

Principal – A principal is a partner/director in training. He has been a manager for several years and possesses the technical skills to act as the auditor-in-charge. A principal has no financial interest in the firm.

Partner/Director – The director has extensive governmental auditing experience and acts as the auditor-in-charge. Directors have a financial interest in the firm.

Professional Staff Resources (Continued)

Independence – Independence of the public accounting firm, with respect to the audit client, is the foundation from which the public gains its trust in the opinion issued by the public accounting firm at the end of the audit process. This independence must be in appearance as well as in fact. The public must perceive that the accounting firm is independent of the audit entity to ensure that nothing would compromise the opinion issued by the public accounting firm. **Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is independent of Independence Community Development District, including its elected officials and related parties, at the date of this proposal, as defined by the following rules, regulations, and standards:

AuSection 220 – Statements on Auditing Standards issued by the American Institute of Certified Public Accountants;

ET Sections 101 and 102 – Code of Professional Conduct of the American Institute of Certified Public Accountants;

Chapter 21A-1, Florida Administrative Code;

Section 473.315, Florida Statutes; and,

Government Auditing Standards, issued by the Comptroller General of the United States.

On an annual basis, all members of the firm are required to confirm, in writing, that they have no personal or financial relationships or holding that would impair their independence with regard to the firm's clients.

Independence is a hallmark of our profession. We encourage our staff to use professional judgment in situations where our independence could be impaired or the perception of a conflict of interest might exist. In the governmental sector, public perception is as important as professional standards. Therefore, the utmost care must be exercised by independent auditors in the performance of their duties.

Ability to Furnish the Required Services

As previously noted in the Profile of the Proposer section of this document, our firm has been in existence for over 69 years. We have provided audit services to some clients for over 30 years continually. Our firm is insured against physical loss through commercial insurance and we also carry liability insurance. The majority of our audit documentation is stored electronically, both on our office network and on each employee laptop or computer assigned to each specific job. Our office computer network is backed up on tape, so in the event of a total equipment loss, we can restore all data as soon as replacement equipment is acquired. In addition, our field laptop computers carry the same data and can be used in the event of emergency with virtually no delay in completing the required services.

ADDITIONAL SERVICES PROVIDED

Arbitrage Rebate Services

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL also provides arbitrage rebate compliance and related services to governmental issuers. The Tax Reform Act of 1986 requires issuers of most tax-exempt obligations to pay (i.e., “rebate”) to the United States government any arbitrage profits. Arbitrage profits are earnings on the investment of bond proceeds and certain other monies in excess of what would have been earned had such monies been invested at a yield equal to the yield on the bonds.

Federal tax law requires that interim rebate calculations and payments are due at the end of every fifth bond year. Final payment is required upon redemption of the bonds. More frequent calculations may be deemed advisable by an issuer’s auditor, trustee or bond counsel or to assure that accurate and current records are available. These more frequent requirements are usually contained in the Arbitrage or Rebate Certificate with respect to the bonds.

Our firm performs a comprehensive rebate analysis and includes the following:

- Verifying that the issue is subject to rebate;
- Calculating the bond yield;
- Identifying, and separately accounting for, all “Gross Proceeds” (as that term is defined in the Code) of the bond issue, including those requiring analysis due to “transferred proceeds” and/or “commingled funds” circumstances;
- Determining what general and/or elective options are available to Gross proceeds of the issue;
- Calculating the issue’s excess investment earning (rebate liability), if any;
- Delivering appropriate documentation to support all calculations;
- Providing an executive summary identifying the methodology employed, major assumptions, conclusions, and any other recommendations for changes in recordkeeping and investment policies;
- Assisting as necessary in the event of an Internal Revenue Service inquiry; and,
- Consulting with issue staff, as necessary, regarding arbitrage related matters.

GOVERNMENTAL AUDITING EXPERIENCE

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has been practicing public accounting in Florida for 69 years. Our success over the years has been the result of a strong commitment to providing personalized quality service to our clients.

The current members of our firm have performed audits of over 900 community development districts, and over 1,800 audits of municipalities, counties and other governmental entities such as the City of Fort Pierce and St. Lucie County.

Our firm provides a variety of accounting, auditing, tax litigation support, and consulting services. Some of the professional accounting, auditing and management consulting services that are provided by our firm are listed below:

- Performance of annual financial and compliance audits, including Single Audits of state and federal financial assistance programs, under the provisions of the Single Audit Act, Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), with minimal disruptions to your operations;
- Performance of special compliance audits to ascertain compliance with the applicable local, state and federal laws and regulations;
- Issuance of comfort letters and consent letters in conjunction with the issuance of tax-exempt debt obligations, including compiling financial data and interim period financial statement reviews;
- Calculation of estimated and actual federal arbitrage rebates;
- Assistance in compiling historical financial data for first-time and supplemental submissions for GFOA Certificate of Achievement for Excellence in Financial Reporting;
- Preparation of indirect cost allocation systems in accordance with Federal and State regulatory requirements;
- Providing human resource and employee benefit consulting;
- Performance of automation feasibility studies and disaster recovery plans;
- Performance feasibility studies concerning major fixed asset acquisitions and utility plant expansion plans (including electric, water, pollution control, and sanitation utilities); and
- Assistance in litigation, including testimony in civil and criminal court.
- Assist clients who utilize QuickBooks software with their software needs. Our Certified QuickBooks Advisor has undergone extensive training through QuickBooks and has passed several exams to attain this Certification.

Continuing Professional Education

All members of the governmental audit staff of our firm, and audit team members assigned to this engagement, are in compliance with the Continuing Professional Education (CPE) requirements set forth in Government Auditing Standards issued by the Comptroller General of the United States. In addition, our firm is in compliance with the applicable provisions of the Florida Statutes that require CPA's to have met certain CPE requirements prior to proposing on governmental audit engagements.

GOVERNMENTAL AUDITING EXPERIENCE (CONTINUED)

The audit team has extensive experience in performing governmental audits and is exposed to intensive and continuing concentration on these types of audits. Due to the total number of governmental audits our team performs, each member of our governmental staff must understand and be able to perform several types of governmental audits. It is our objective to provide each professional employee fifty hours or more of comprehensive continuing professional education each year. This is accomplished through attending seminars throughout Florida and is reinforced through in-house training.

Our firm has made a steadfast commitment to professional education. Our active attendance and participation in continuing professional education is a major part of our objective to obtain the most recent knowledge on issues which are of importance to our clients. We are growing on the reputation for work that our firm is providing today.

Quality Control Program

Quality control requires continuing commitment to professional excellence. **Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is formally dedicated to that commitment.

To ensure maintaining the standards of working excellence required by our firm, we joined the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants (AICPA). To be a participating member firm of this practice section, a firm must obtain an independent Peer Review of its quality control policies and procedures to ascertain the firm's compliance with existing auditing standards on the applicable engagements.

The scope of the Peer Review is comprehensive in that it specifically reviews the following quality control policies and procedures of the participating firm:

- Professional, economic, and administrative independence;
- Assignment of professional personnel to engagements;
- Consultation on technical matters;
- Supervision of engagement personnel;
- Hiring and employment of personnel;
- Professional development;
- Advancement;
- Acceptance and continuation of clients; and,
- Inspection and review system.

We believe that our commitment to the program is rewarding not only to our firm, but primarily to our clients.

The external independent Peer Review of the elements of our quality control policies and procedures performed by an independent certified public accountant, approved by the PCPS of the AICPA, provides you with the assurance that we continue to conform to standards of the profession in the conduct of our accounting and auditing practice.

GOVERNMENTAL AUDITING EXPERIENCE (CONTINUED)

Our firm is also a member of Governmental Audit Quality Center (GAQC), a voluntary membership center for CPA firms that perform governmental audits. This center promotes the quality of governmental audits.

Our firm has completed successive Peer Reviews. These reviews included a representative sample of our firm's local governmental auditing engagements. As a result of these reviews, our firm obtained an unqualified opinion on our quality control program and work procedures. On page 31 is a copy of our most recent Peer Review report. It should be noted that we received a pass rating.

Our firm has never had any disciplinary actions by state regulatory bodies or professional organizations.

As our firm performs approximately one hundred audits each year that are reviewed by federal, state or local entities, we are constantly dealing with questions from these entities about our audits. We are pleased to say that any questions that have been raised were minor issues and were easily resolved without re-issuing any reports.

Certificate of Achievement for Excellence in Financial Reporting (CAFR)

We are proud and honored to have been involved with the City of Fort Pierce and the Fort Pierce Utilities Authority when they received their first Certificates of Achievement for Excellence in Financial Reporting for the fiscal years ended September 30, 1988 and 1994, respectively. We were also instrumental in the City of Stuart receiving the award, in our first year of performing their audit, for the year ended September 30, 1999.

We also assisted St. Lucie County, Florida for the year ended September 30, 2003, in preparing their first Comprehensive Annual Financial Report, and St. Lucie County has received their Certificate of Achievement for Excellence in Financial Reporting every year since.

As continued commitment to insuring that we are providing the highest level of experience, we have had at least one employee of our firm serve on the GFOA – Special Review Committee since the mid-1980s. This committee is made up of selective Certified Public Accountants throughout the United States who have demonstrated their high level of knowledge and expertise in governmental accounting. Each committee member attends a special review meeting at the Annual GFOA Conference. At this meeting, the committee reports on the Certificate of Achievement Program's most recent results, future goals, and common reporting deficiencies.

We feel that our previous experience in assisting the City of Fort Pierce, the Fort Pierce Utilities Authority and St. Lucie County obtain their first CAFRs, and the City of Stuart in continuing to receive a CAFR and our firm's continued involvement with the GFOA, and the CAFR review committee make us a valued asset for any client in the field of governmental financial reporting.

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

References

Terracina Community Development
District
Jeff Walker, Special District Services
(561) 630-4922

Gateway Community Development
District
Stephen Bloom, Severn Trent Management
(954) 753-5841

The Reserve Community Development District

Darrin Mossing, Governmental Management
Services LLC
(407) 841-5524

Port of the Islands Community Development
District
Cal Teague, Premier District Management

(239) 690-7100 ext 101

In addition to the above, we have the following additional governmental audit experience:

Community Development Districts

Aberdeen Community Development
District

Beacon Lakes Community
Development District

Alta Lakes Community Development
District

Beaumont Community Development
District

Amelia Concourse Community
Development District

Bella Collina Community Development
District

Amelia Walk Community
Development District

Bonnet Creek Community
Development District

Aqua One Community Development
District

Buckeye Park Community
Development District

Arborwood Community Development
District

Candler Hills East Community
Development District

Arlington Ridge Community
Development District

Cedar Hammock Community
Development District

Bartram Springs Community
Development District

Central Lake Community
Development District

Baytree Community Development
District

Channing Park Community
Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Cheval West Community Development District	Evergreen Community Development District
Coconut Cay Community Development District	Forest Brooke Community Development District
Colonial Country Club Community Development District	Gateway Services Community Development District
Connerton West Community Development District	Gramercy Farms Community Development District
Copperstone Community Development District	Greenway Improvement District
Creekside @ Twin Creeks Community Development District	Greyhawk Landing Community Development District
Deer Run Community Development District	Griffin Lakes Community Development District
Dowden West Community Development District	Habitat Community Development District
DP1 Community Development District	Harbor Bay Community Development District
Eagle Point Community Development District	Harbourage at Braden River Community Development District
East Nassau Stewardship District	Harmony Community Development District
Eastlake Oaks Community Development District	Harmony West Community Development District
Easton Park Community Development District	Harrison Ranch Community Development District
Estancia @ Wiregrass Community Development District	Hawkstone Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Heritage Harbor Community Development District	Madeira Community Development District
Heritage Isles Community Development District	Marhsall Creek Community Development District
Heritage Lake Park Community Development District	Meadow Pointe IV Community Development District
Heritage Landing Community Development District	Meadow View at Twin Creek Community Development District
Heritage Palms Community Development District	Mediterra North Community Development District
Heron Isles Community Development District	Midtown Miami Community Development District
Heron Isles Community Development District	Mira Lago West Community Development District
Highland Meadows II Community Development District	Montecito Community Development District
Julington Creek Community Development District	Narcoossee Community Development District
Laguna Lakes Community Development District	Naturewalk Community Development District
Lake Bernadette Community Development District	New Port Tampa Bay Community Development District
Lakeside Plantation Community Development District	Overoaks Community Development District
Landings at Miami Community Development District	Panther Trace II Community Development District
Legends Bay Community Development District	Paseo Community Development District
Lexington Oaks Community Development District	Pine Ridge Plantation Community Development District
Live Oak No. 2 Community Development District	Piney Z Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Poinciana Community Development District	Sampson Creek Community Development District
Poinciana West Community Development District	San Simeon Community Development District
Port of the Islands Community Development District	Six Mile Creek Community Development District
Portofino Isles Community Development District	South Village Community Development District
Quarry Community Development District	Southern Hills Plantation I Community Development District
Renaissance Commons Community Development District	Southern Hills Plantation III Community Development District
Reserve Community Development District	South Fork Community Development District
Reserve #2 Community Development District	St. John's Forest Community Development District
River Glen Community Development District	Stoneybrook South Community Development District
River Hall Community Development District	Stoneybrook South at ChampionsGate Community Development District
River Place on the St. Lucie Community Development District	Stoneybrook West Community Development District
Rivers Edge Community Development District	Tern Bay Community Development District
Riverwood Community Development District	Terracina Community Development District
Riverwood Estates Community Development District	Tison's Landing Community Development District
Rolling Hills Community Development District	TPOST Community Development District
Rolling Oaks Community Development District	

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Triple Creek Community Development District	Vizcaya in Kendall Development District
TSR Community Development District	Waterset North Community Development District
Turnbull Creek Community Development District	Westside Community Development District
Twin Creeks North Community Development District	WildBlue Community Development District
Urban Orlando Community Development District	Willow Creek Community Development District
Verano #2 Community Development District	Willow Hammock Community Development District
Viera East Community Development District	Winston Trails Community Development District
VillaMar Community Development District	Zephyr Ridge Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Other Governmental Organizations

City of Westlake	Office of the Medical Examiner, District 19
Florida Inland Navigation District	Rupert J. Smith Law Library of St. Lucie County
Fort Pierce Farms Water Control District	St. Lucie Education Foundation
Indian River Regional Crime Laboratory, District 19, Florida	Seminole Improvement District
Viera Stewardship District	Troup Indiantown Water Control District

Current or Recent Single Audits.

St. Lucie County, Florida
Early Learning Coalition, Inc.
Treasure Coast Food Bank, Inc.

Members of our audit team have acquired extensive experience from performing or participating in over 1,800 audits of governments, independent special taxing districts, school boards, and other agencies that receive public money and utilize fund accounting.

Much of our firm's auditing experience is with compliance auditing, which is required for publicly financed agencies. In this type of audit, we do a financial examination and also confirm compliance with various statutory and regulatory guidelines.

Following is a summary of our other experience, including Auditor General experience, as it pertains to other governmental and fund accounting audits.

Counties

(Includes elected constitutional officers, utilities and dependent taxing districts)

Indian River
Martin
Okeechobee
Palm Beach

Municipalities

City of Port St. Lucie
City of Vero Beach
Town of Orchid

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Special Districts

Bannon Lakes Community Development District
Boggy Creek Community Development District
Capron Trail Community Development District
Celebration Pointe Community Development District
Coquina Water Control District
Diamond Hill Community Development District
Dovera Community Development District
Durbin Crossing Community Development District
Golden Lakes Community Development District
Lakewood Ranch Community Development District
Martin Soil and Water Conservation District
Meadow Pointe III Community Development District
Myrtle Creek Community Development District
St. Lucie County – Fort Pierce Fire District
The Crossings at Fleming Island
St. Lucie West Services District
Indian River County Mosquito Control District
St. John's Water Control District
Westchase and Westchase East Community Development Districts
Pier Park Community Development District
Verandahs Community Development District
Magnolia Park Community Development District

Schools and Colleges

Federal Student Aid Programs – Indian River Community College
Indian River Community College
Okeechobee County District School Board
St. Lucie County District School Board

State and County Agencies

Central Florida Foreign-Trade Zone, Inc. (a nonprofit organization affiliated with the St. Lucie County Board of County Commissioners)
Florida School for Boys at Okeechobee
Indian River Community College Crime Laboratory
Indian River Correctional Institution

FEE SCHEDULE

We propose the fee for our audit services described below to be \$3,100 for the year ended September 30, 2023, with annual renewals if agreed upon by both parties. Our fee for the year ended September 30, 2023 with bond issuances will be \$4,050. The fee is contingent upon the financial records and accounting systems of Independence Community Development District being "audit ready" and the financial activity for the District is not materially increased. If we discover that additional preparation work or subsidiary schedules are needed, we will consult with your authorized representative. We can assist with this additional work at our standard rates should you desire.

SCOPE OF WORK TO BE PERFORMED

If selected as the District's auditors, we will perform a financial and compliance audit in accordance with Section 11.45, Florida Statutes, in order to express an opinion on an annual basis on the financial statements of Independence Community Development District as of September 30, 2023. The audits will be performed to the extent necessary to express an opinion on the fairness in all material respects with which the financial statements present the financial position, results of operations and changes in financial position in conformity with generally accepted accounting principles and to determine whether, for selected transactions, operations are properly conducted in accordance with legal and regulatory requirements. Reportable conditions that are also material weaknesses shall be identified as such in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters. Other (non-reportable) conditions discovered during the course of the audit will be reported in a separate letter to management, which will be referred to in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters.

Our audit will be performed in accordance with standards for financial and compliance audits contained in *Government Auditing Standards*, as well as in compliance with rules and regulations of audits of special districts as set forth by the State Auditor General in Chapter 10.550, Local Governmental Entity Audits, and other relevant federal, state and county orders, statutes, ordinances, charter, resolutions, bond covenants, Administrative Code and procedures, or rules and regulations which may pertain to the work required in the engagement.

The primary purpose of our audit will be to express an opinion on the financial statements discussed above. It should be noted that such audits are subject to the inherent risk that errors or irregularities may not be detected. However, if conditions are discovered which lead to the belief that material errors, defalcations or other irregularities may exist or if other circumstances are encountered that require extended services, we will promptly notify the appropriate individual.

Commitment to Quality Service

Personnel Qualifications and Experience

J. W. Gaines, CPA, CITP

Director – 41 years

Education

- ◆ Stetson University, B.B.A. – Accounting

Registrations

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy
- ◆ Certified Information Technology Professional (CITP) – American Institute of Certified Public Accountants

Professional Affiliations/Community Service

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Affiliate member Government Finance Officers Association
- ◆ Past President, Vice President-Campaign Chairman, Vice President and Board Member of United Way of St. Lucie County, 1989 - 1994
- ◆ Past President, President Elect, Secretary and Treasurer of the Treasure Coast Chapter of the Florida Institute of Certified Public Accountants, 1988 - 1991
- ◆ Past President of Ft. Pierce Kiwanis Club, 1994 - 95, Member/Board Member since 1982
- ◆ Past President, Vice President and Treasurer of St. Lucie County Chapter of the American Cancer Society, 1980 -1986
- ◆ Member of the St. Lucie County Chamber of Commerce, Member Board of Directors, Treasurer, September 2002 - 2006, Chairman Elect 2007, Chairman 2008, Past Chairman 2009
- ◆ Member Lawnwood Regional Medical Center Board of Trustees, 2000 – Present, Chairman 2013 - Present
- ◆ Member of St. Lucie County Citizens Budget Committee, 2001 – 2002
- ◆ Member of Ft. Pierce Citizens Budget Advisory Committee, 2010 – 2011
- ◆ Member of Ft. Pierce Civil Service Appeals Board, 2013 - Present

Professional Experience

- ◆ Miles Grant Development/Country Club – Stuart, Florida, July 1975 – October 1976
- ◆ State Auditor General's Office – Public Accounts Auditor – November 1976 through September 1979
- ◆ Director - Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL, responsible for numerous government and nonprofit audits.
- ◆ Over 40 years experience in all phases of public accounting and auditing experience, with a concentration in financial and compliance audits. Mr. Gaines has been involved in all phases of the audits listed on the preceding pages.

Commitment to Quality Service

Personnel Qualifications and Experience

J. W. Gaines, CPA, CITP (Continued)

Director

Continuing Professional Education

- ♦ Has participated in numerous continuing professional education courses provided by nationally recognized sponsors over the last two years to keep abreast of the latest developments in accounting and auditing such as:
 - Governmental Accounting Report and Audit Update
 - Analytical Procedures, FICPA
 - Annual Update for Accountants and Auditors
 - Single Audit Sampling and Other Considerations

Commitment to Quality Service

Personnel Qualifications and Experience

David S. McGuire, CPA, CITP

Accounting and Audit Principal – 18 years

Accounting and Audit Manager – 4 years

Staff Accountant – 11 years

Education

- ◆ University of Central Florida, B.A. – Accounting
- ◆ Barry University – Master of Professional Accountancy

Registrations

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy
- ◆ Certified Information Technology Professional (CITP) – American Institute of Certified Public Accountants
- ◆ Certified Not-For-Profit Core Concepts 2018

Professional Affiliations/Community Service

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Associate Member, Florida Government Finance Office Associates
- ◆ Assistant Coach – St. Lucie County Youth Football Organization (1994 – 2005)
- ◆ Assistant Coach – Greater Port St. Lucie Football League, Inc. (2006 – 2010)
- ◆ Board Member – Greater Port St. Lucie Football League, Inc. (2011 – 2017)
- ◆ Treasurer, AIDS Research and Treatment Center of the Treasure Coast, Inc. (2000 – 2003)
- ◆ Board Member/Treasurer, North Treasure Coast Chapter, American Red Cross (2004 – 2010)
- ◆ Member/Board Member of Port St. Lucie Kiwanis (1994 – 2001)
- ◆ President (2014/15) of Sunrise Kiwanis of Fort Pierce (2004 – 2017)
- ◆ St. Lucie District School Board Superintendent Search Committee (2013 – present)
- ◆ Board Member – Phrozen Pharos (2019-2021)

Professional Experience

- ◆ Twenty-eight years public accounting experience with an emphasis on nonprofit and governmental organizations.
- ◆ Audit Manager in-charge on a variety of audit and review engagements within several industries, including the following government and nonprofit organizations:
 - St. Lucie County, Florida
 - 19th Circuit Office of Medical Examiner
 - Troup Indiantown Water Control District
 - Exchange Club Center for the Prevention of Child Abuse, Inc.
 - Healthy Kids of St. Lucie County
 - Mustard Seed Ministries of Ft. Pierce, Inc.
 - Reaching Our Community Kids, Inc.
 - Reaching Our Community Kids - South
 - St. Lucie County Education Foundation, Inc.
 - Treasure Coast Food Bank, Inc.
 - North Springs Improvement District
- ◆ Four years of service in the United States Air Force in computer operations, with a top secret (SCI/SBI) security clearance.

Commitment to Quality Service

Personnel Qualifications and Experience

David S. McGuire, CPA, CITP (Continued)

Accounting and Audit Principal

Continuing Professional Education

- ◆ Mr. McGuire has attended numerous continuing professional education courses and seminars taught by nationally recognized sponsors in the accounting auditing and single audit compliance areas. He has attended courses over the last two years in those areas as follows:

- Not-for-Profit Auditing Financial Results and Compliance Requirements

- Update: Government Accounting Reporting and Auditing

- Annual Update for Accountants and Auditors

Commitment to Quality Service

Personnel Qualifications and Experience

David F. Haughton, CPA

Accounting and Audit Manager – 30 years

Education

- ◆ Stetson University, B.B.A. – Accounting

Registrations

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy

Professional Affiliations/Community Service

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Former Member of Florida Institute of Certified Public Accountants Committee on State and Local Government
- ◆ Affiliate Member Government Finance Officers Association (GFOA) for over 10 years
- ◆ Affiliate Member Florida Government Finance Officers Association (FGFOA) for over 10 years
- ◆ Technical Review – 1997 FICPA Course on State and Local Governments in Florida
- ◆ Board of Directors – Kiwanis of Ft. Pierce, Treasurer – 1994-1999; Vice President – 1999-2001

Professional Experience

- ◆ Twenty-seven years public accounting experience with an emphasis on governmental and nonprofit organizations.
- ◆ State Auditor General's Office – West Palm Beach, Staff Auditor, June 1985 to September 1985
- ◆ Accounting and Audit Manager of Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL, responsible for audit and accounting services including governmental and not-for-profit audits.
- ◆ Over 20 years of public accounting and governmental experience, specializing in governmental and nonprofit organizations with concentration in special districts, including Community Development Districts which provide services including water and sewer utilities. Governmental and non-profit entities served include the following:

Counties:

St. Lucie County

Municipalities:

City of Fort Pierce

City of Stuart

Commitment to Quality Service

Personnel Qualifications and Experience

David F. Haughton, CPA (Continued)

Accounting and Audit Manager

Professional Experience (Continued)

Special Districts:

Bluewaters Community Development District
Country Club of Mount Dora Community Development District
Fiddler's Creek Community Development District #1 and #2
Indigo Community Development District
North Springs Improvement District
Renaissance Commons Community Development District
St. Lucie West Services District
Stoneybrook Community Development District
Summerville Community Development District
Terracina Community Development District
Thousand Oaks Community Development District
Tree Island Estates Community Development District
Valencia Acres Community Development District

Non-Profits:

The Dunbar Center, Inc.
Hibiscus Children's Foundation, Inc.
Hope Rural School, Inc.
Maritime and Yachting Museum of Florida, Inc.
Tykes and Teens, Inc.
United Way of Martin County, Inc.
Workforce Development Board of the Treasure Coast, Inc.

- ◆ While with the Auditor General's Office he was on the staff for the state audits of the Martin County School District and Okeechobee County School District.
- ◆ During 1997 he performed a technical review of the Florida Institute of Certified Public Accountants state CPE course on Audits of State and Local Governments in Florida. His comments were well received by the author and were utilized in future updates to the course.

Continuing Professional Education

- ◆ During the past several years, he has participated in numerous professional development training programs sponsored by the AICPA and FICPA, including state conferences on special districts and governmental auditing in Florida. He averages in excess of 100 hours bi-annually of advanced training which exceeds the 80 hours required in accordance with the continuing professional education requirements of the Florida State Board of accountancy and the AICPA Private Companies Practice Section. He has over 75 hours of governmental CPE credit within the past two years.

Commitment to Quality Service

Personnel Qualifications and Experience

Matthew Gonano, CPA

Senior Staff Accountant – 10 years

Education

- ◆ University of North Florida, B.B.A. – Accounting
- ◆ University of Alicante, Spain – International Business
- ◆ Florida Atlantic University – Masters of Accounting

Professional Affiliations/Community Service

- ◆ American Institute of Certified Public Accountants
- ◆ Florida Institute of Certified Public Accountants

Professional Experience

- ◆ Senior Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.
- ◆ Performed audits of nonprofit and governmental organizations in accordance with Governmental Accounting Auditing Standards (GAAS)
- ◆ Performed Single Audits of nonprofit organizations in accordance with OMB Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations.

Continuing Professional Education

- ◆ Mr. Gonano has participated in numerous continuing professional education courses.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Paul Daly

Staff Accountant – 9 years

Education

- ♦ Florida Atlantic University, B.S. – Accounting

Professional Experience

- ♦ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ♦ Working to attain the requirements to take the Certified Public Accounting (CPA) exam.

Commitment to Quality Service

Personnel Qualifications and Experience

Melissa Marlin, CPA

Senior Staff Accountant – 9 years

Education

- ◆ Indian River State College, A.A. – Accounting
- ◆ Florida Atlantic University, B.B.A. – Accounting

Professional Experience

- ◆ Staff accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mrs. Marlin participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Bryan Snyder

Staff Accountant – 8 years

Education

- ◆ Florida Atlantic University, B.B.A. – Accounting

Professional Experience

- ◆ Accountant beginning his professional auditing career with Berger, Toombs, Elam, Gaines, & Frank.
- ◆ Mr. Snyder is gaining experience auditing governmental & nonprofit entities.

Continuing Professional Education

- ◆ Mr. Snyder participates in numerous continuing education courses and plans on working to acquire his CPA certificate.
- ◆ Mr. Snyder is currently studying to pass the CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Maritza Stonebraker, CPA

Senior Accountant – 7 years

Education

- ♦ Indian River State College, B.S. – Accounting

Professional Experience

- ♦ Staff Accountant beginning her professional auditing career with Berger, Toombs, Elam, Gaines, & Frank.

Continuing Professional Education

- ♦ Mrs. Stonebraker participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience

Jonathan Herman, CPA

Senior Staff Accountant – 9 years

Education

- ◆ University of Central Florida, B.S. – Accounting
- ◆ Florida Atlantic University, MACC

Professional Experience

- ◆ Accounting graduate with nine years experience with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mr. Herman participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Sean Stanton, CPA

Staff Accountant – 5 years

Education

- ◆ University of South Florida, B.S. – Accounting
- ◆ Florida Atlantic University, M.B.A. – Accounting

Professional Experience

- ◆ Staff accountant with Berger, Toombs, Elam, Gaines, & Frank auditing governmental and non-profit entities.

Continuing Professional Education

- ◆ Mr. Stanton participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Tifanee Terrell

Staff Accountant – 2 years

Education

- ◆ Florida Atlantic University, M.A.C.C. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Ms. Terrell participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Ms. Terrell is currently studying to pass the CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Dylan Dixon

Staff Accountant – 1 year

Education

- ◆ Indian River State College, A.A. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mr. Dixon is currently pursuing a bachelor's degree in Accounting.
- ◆ Mr. Dixon participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Mr. Dixon is currently working towards completing an additional 30 hours of education to qualify to sit for CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Brennen Moore

Staff Accountant

Education

- ◆ Indian River State College, A.A. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mr. Moore is currently enrolled at Indian River State College and will complete his bachelor's degree in spring of 2023.
- ◆ Mr. Moore participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Mr. Moore is currently working towards completing an additional 30 hours of education to qualify to sit for CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Jordan Wood

Staff Accountant

Education

- ◆ Indian River State College, A.A. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Ms. Wood is currently enrolled at Indian River State College to complete her bachelor's degree.
- ◆ Ms. Wood participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Ms. Wood is currently working towards completing an additional 30 hours of education to qualify to sit for CPA exam.



6815 Dairy Road
Zephyrhills, FL 33542

813.788.2155
BodinePerry.com

Report on the Firm's System of Quality Control

To the Partners of
Berger, Toombs, Elam, Gaines & Frank, CPAs, PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

November 30, 2022

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL (the firm), in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PLC, has received a peer review rating of *pass*.

Bodine Perry

Bodine Perry

(BERGER_REPORT22)



**INDEPENDENCE COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

District Auditing Services for Fiscal Year 2023
Okaloosa County, Florida

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than June 19, 2023, at 12:00 p.m., at the offices of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010. Proposals will be publicly opened at that time.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit one (1) unbound and (1) electronic copy of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – Independence Community Development District" on the face of it. Please include pricing for each additional bond issuance.

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District's limited waiver of liability contained in Section 768.28, Florida Statutes, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List the position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal for the District's first audit for which there are no special assessment bonds, plus the lump sum cost of two (2) annual renewals, which renewals shall include services related to the District's anticipated issuance of special assessment bonds.

SECTION 13. PROTESTS. In accordance with the District's Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

**INDEPENDENCE COMMUNITY DEVELOPMENT DISTRICT
AUDITOR SELECTION
EVALUATION CRITERIA**

1. Ability of Personnel. (20 Points)

(E.g., geographic location of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. Proposer's Experience. (20 Points)

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other or current Community Development District(s) in other contracts; character, integrity, reputation of Proposer, etc.)

3. Understanding of Scope of Work. (20 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. Ability to Furnish the Required Services. (20 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

5. Price. (20 Points)***

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.

Total (100 Points)

***Alternatively, the Board may choose to evaluate firms without considering price, in which case the remaining categories would be assigned 25 points each.

INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT

gcii



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Proposal to Provide Financial Auditing Services:

INDEPENDENCE

Community Development District

Proposal Due: June 19, 2023
12:00PM

Submitted to:

Independence
Community Development District
c/o District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Submitted by:

Antonio J. Grau, Partner
Grau & Associates
951 Yamato Road, Suite 280
Boca Raton, Florida 33431

Tel (561) 994-9299
(800) 229-4728

Fax (561) 994-5823

tgrau@graucpa.com

www.graucpa.com



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

June 19, 2023

Independence Community Development District
c/o District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Request for Proposal for Professional Auditing Services for the fiscal year ended September 30, 2023, with an option for two additional annual renewals.

Grau & Associates (Grau) welcomes the opportunity to respond to the Independence Community Development District's (the "District") Request for Proposal (RFP), and we look forward to working with you on your audit. We are an energetic and robust team of knowledgeable professionals and are a recognized leader of providing services to Community Development Districts. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Special district audits are at the core of our practice: **we have a total of 360 clients, 329 or 91% of which are special districts.** We know the specifics of the professional services and work products needed to meet your RFP requirements like no other firm. With this level of experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to client operations.

Why Grau & Associates:

Knowledgeable Audit Team

Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs governmental engagements year round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

Servicing your Individual Needs

Our clients enjoy personalized service designed to satisfy their unique needs and requirements. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. In addition, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

Developing Relationships

We strive to foster mutually beneficial relationships with our clients. We stay in touch year round, updating, collaborating and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

Maintaining an Impeccable Reputation

We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.

Complying With Standards

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 90 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA (tgrau@graucpa.com) or Racquel McIntosh, CPA (rmcintosh@graucpa.com) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

Very truly yours,
Grau & Associates



Antonio J. Grau

Firm Qualifications



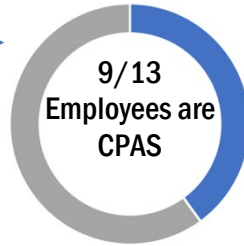
Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Grau's Focus and Experience

Our Team



3 Partners
10 Professional Staff
2 Administrative Professionals



2005

Year founded

Services Provided



Properly registered and licensed professional corporation by the state of FLORIDA

We are proud Members of the **American Institute of Certified Public Accountants** & the **Florida Institute of Certified Public Accountants**

Quality Controls

- ⇒ External quality review program: consistently receives a pass
- ⇒ Internal: ongoing monitoring to maintain quality



AICPA | FICPA | GFOA | FASD | FGFOA

See next page for report and certificate

March 17, 2023

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

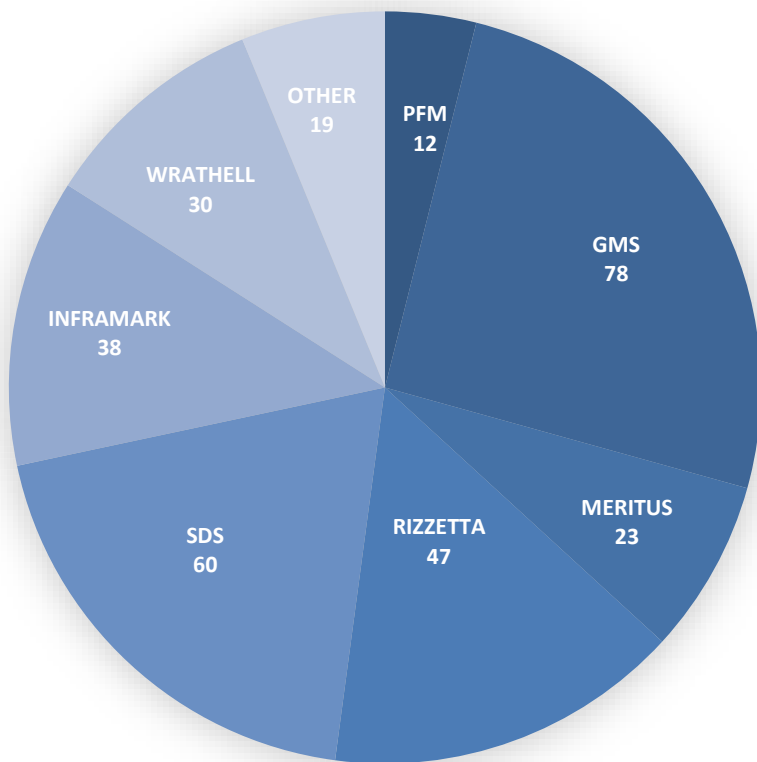
Review Number: 594791

Firm & Staff Experience



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



Profile Briefs:

Antonio J GRAU, CPA (Partner)

Years Performing Audits: 35+

CPE (last 2 years):

Government

Accounting, Auditing:

40 hours; Accounting,

Auditing and Other:

53 hours

Professional

Memberships: AICPA,

FICPA, FGFOA, GFOA

Racquel McIntosh, CPA (Partner)

Years Performing Audits: 18+

CPE (last 2 years):

Government

Accounting, Auditing:

61 hours; Accounting,

Auditing and Other:

30 hours

Professional

Memberships: AICPA,

FICPA, FGFOA, FASD

"Here at Grau & Associates, staying up to date with the current technological landscape is one of our top priorities. Not only does it provide a more positive experience for our clients, but it also allows us to perform a more effective and efficient audit. With the every changing technology available and utilized by our clients, we are constantly innovating our audit process."

Tony Grau

"Quality audits and exceptional client service are at the heart of every decision we make. Our clients trust us to deliver a quality audit, adhering to high standards and assisting them with improvements for their organization."

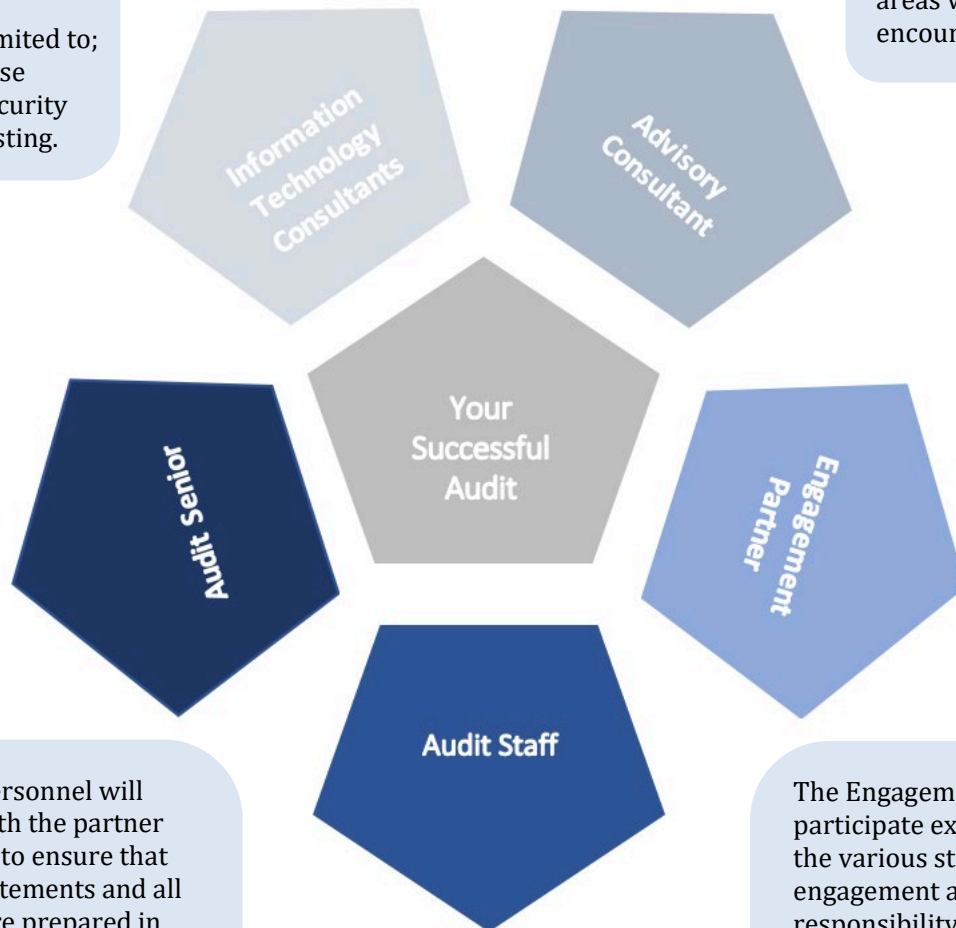
Racquel McIntosh

YOUR ENGAGEMENT TEAM

Grau's client-specific engagement team is meticulously organized in order to meet the unique needs of each client. Constant communication within our solution team allows for continuity of staff and audit team.

Grau contracts with an outside group of IT management consultants to assist with matters including, but not limited to; network and database security, internet security and vulnerability testing.

An advisory consultant will be available as a sounding board to advise in those areas where problems are encountered.



The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include planning the audit; communicating with the client and the partners the progress of the audit; and determining that financial statements and all reports issued by the firm are accurate, complete and are prepared in accordance with professional standards and firm policy.

The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel. The engagement partner will also be involved directing the development of the overall audit approach and plan; performing an overriding review of work papers and ascertain client satisfaction.



Antonio 'Tony' J. Grau, CPA

Partner

Contact: tgrau@graucpa.com | (561) 939-6672

Experience

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.

As a member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Tony was also the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County. Tony received the AICPA advanced level certificate for governmental single audits.

Education

University of South Florida (1983)
Bachelor of Arts
Business Administration

Clients Served (partial list)

(>300) Various Special Districts, including:

Bayside Improvement Community Development District	St. Lucie West Services District
Dunes Community Development District	Ave Maria Stewardship Community District
Fishhawk Community Development District (I, II, IV)	Rivers Edge II Community Development District
Grand Bay at Doral Community Development District	Bartram Park Community Development District
Heritage Harbor North Community Development District	Bay Laurel Center Community Development District
Boca Raton Airport Authority	
Greater Naples Fire Rescue District	
Key Largo Wastewater Treatment District	
Lake Worth Drainage District	
South Indian River Water Control	

Professional Associations/Memberships

American Institute of Certified Public Accountants	Florida Government Finance Officers Association
Florida Institute of Certified Public Accountants	Government Finance Officers Association Member
City of Boca Raton Financial Advisory Board Member	

Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	40
Accounting, Auditing and Other	<u>53</u>
Total Hours	<u>93</u> (includes of 4 hours of Ethics CPE)



Racquel C. McIntosh, CPA

Partner

Contact : rmcintosh@graucpa.com | (561) 939-666

Experience

Racquel has been providing government audit, accounting and advisory services to our clients for over 14 years. She serves as the firm's quality control partner; in this capacity she closely monitors engagement quality ensuring standards are followed and maintained throughout the audit.

Racquel develops in-house training seminars on current government auditing, accounting, and legislative topics and also provides seminars for various government organizations. In addition, she assists clients with implementing new accounting software, legislation, and standards.

Education

Florida Atlantic University (2004)
Master of Accounting
Florida Atlantic University (2003)
Bachelor of Arts:
Finance, Accounting

Clients Served (partial list)

(>300) Various Special Districts, including:
Carlton Lakes Community Development District
Golden Lakes Community Development District
Rivercrest Community Development District
South Fork III Community Development District
TPOST Community Development District

Westchase Community Development District
Monterra Community Development District
Palm Coast Park Community Development District
Long Leaf Community Development District
Watergrass Community Development District

East Central Regional Wastewater Treatment Facilities
Indian Trail Improvement District
Pinellas Park Water Management District
Ranger Drainage District
South Trail Fire Protection and Rescue Service District

Professional Associations/ Memberships

American Institute of Certified Public Accountants
Florida Institute of Certified Public Accountants

FICPA State & Local Government Committee
FGFOA Palm Beach Chapter

Professional Education (over the last two years)

Course

Government Accounting and Auditing
Accounting, Auditing and Other
Total Hours

Hours

61
30
91 (includes of 4 hours of Ethics CPE)

References



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

We have included three references of government engagements that require compliance with laws and regulations, follow fund accounting, and have financing requirements, which we believe are similar to the District.

Dunes Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 1998
Client Contact	Darrin Mossing, Finance Director 475 W. Town Place, Suite 114 St. Augustine, Florida 32092 904-940-5850

Two Creeks Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2007
Client Contact	William Rizzetta, President 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614 813-933-5571

Journey's End Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2004
Client Contact	Todd Wodraska, Vice President 2501 A Burns Road Palm Beach Gardens, Florida 33410 561-630-4922

Specific Audit Approach



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

AUDIT APPROACH

Grau's Understanding of Work Product / Scope of Services:

We recognize the District is an important entity and we are confident our firm is eminently qualified to meet the challenges of this engagement and deliver quality audit services. ***You would be a valued client of our firm and we pledge to commit all firm resources to provide the level and quality of services (as described below) which not only meet the requirements set forth in the RFP but will exceed those expectations.*** Grau & Associates fully understands the scope of professional services and work products requested. Our audit will follow the Auditing Standards of the AICPA, *Generally Accepted Government Auditing Standards*, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida and any other applicable Federal, State or Local regulations. **We will deliver our reports in accordance with your requirements.**

Proposed segmentation of the engagement

Our approach to the audit engagement is a risk-based approach which integrates the best of traditional auditing techniques and a total systems concept to enable the team to conduct a more efficient and effective audit. The audit will be conducted in three phases, which are as follows:



Phase I - Preliminary Planning

A thorough understanding of your organization, service objectives and operating environment is essential for the development of an audit plan and for an efficient, cost-effective audit. During this phase, we will meet with appropriate personnel to obtain and document our understanding of your operations and service objectives and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work effort will be coordinated so that there will be minimal disruption to your staff.

During this phase we will perform the following activities:

- » Review the regulatory, statutory and compliance requirements. This will include a review of applicable federal and state statutes, resolutions, bond documents, contracts, and other agreements;
- » Read minutes of meetings;
- » Review major sources of information such as budgets, organization charts, procedures, manuals, financial systems, and management information systems;
- » Obtain an understanding of fraud detection and prevention systems;
- » Obtain and document an understanding of internal control, including knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation;
- » Assess risk and determine what controls we are to rely upon and what tests we are going to perform and perform test of controls;
- » Develop audit programs to incorporate the consideration of financial statement assertions, specific audit objectives, and appropriate audit procedures to achieve the specified objectives;
- » Discuss and resolve any accounting, auditing and reporting matters which have been identified.

Phase II – Execution of Audit Plan

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matter that may impact the completion of our work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to the following:

- » Apply analytical procedures to further assist in the determination of the nature, timing, and extent of auditing procedures used to obtain evidential matter for specific account balances or classes of transactions;
- » Perform tests of account balances and transactions through sampling, vouching, confirmation and other analytical procedures; and
- » Perform tests of compliance.

Phase III - Completion and Delivery

In this phase of the audit, we will complete the tasks related to year-end balances and financial reporting. All reports will be reviewed with management before issuance, and the partners will be available to meet and discuss our report and address any questions. Tasks to be performed in Phase III include, but are not limited to the following:

- » Perform final analytical procedures;
- » Review information and make inquiries for subsequent events; and
- » Meeting with Management to discuss preparation of draft financial statements and any potential findings or recommendations.

You should expect more from your accounting firm than a signature in your annual financial report. Our concept of truly responsive professional service emphasizes taking an active interest in the issues of concern to our clients and serving as an effective resource in dealing with those issues. In following this approach, we not only audit financial information with hindsight but also consider the foresight you apply in managing operations.

Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

In addition to communicating any recommendations, we will also communicate the following, if any:

- » Significant audit adjustments;
- » Significant deficiencies or material weaknesses;
- » Disagreements with management; and
- » Difficulties encountered in performing the audit.

Our findings will contain a statement of condition describing the situation and the area that needs strengthening, what should be corrected and why. Our suggestions will withstand the basic tests of corrective action:

Is the recommendation cost effective?

Is the recommendation the simplest to effectuate in order to correct a problem?

Is the recommendation at the heart of the problem and not just correcting a symptomatic matter?

Is the corrective action taking into account why the deficiency occurred?

To assure full agreement with facts and circumstances, we will fully discuss each item with Management prior to the final exit conference. This policy means there will be no “surprises” in the management letter and fosters a professional, cooperative atmosphere.

Communications

We emphasize a continuous, year-round dialogue between the District and our management team. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis.

Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal.

Cost of Services



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2023-2025 are as follows:

Year Ended September 30,	Fee
2023	\$3,400
2024	\$3,500
2025	<u>\$3,600</u>
TOTAL (2023-2025)	<u>\$10,500</u>

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or Bonds are issued the fees would be adjusted accordingly upon approval from all parties concerned. If Bonds are issued the fee would increase by \$1,500. The fee for subsequent annual renewals would be agreed upon separately.

Supplemental Information



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

PARTIAL LIST OF CLIENTS

SPECIAL DISTRICTS	Governmental Audit	Single Audit	Utility Audit	Current Client	Year End
Boca Raton Airport Authority	✓	✓		✓	9/30
Captain's Key Dependent District	✓			✓	9/30
Central Broward Water Control District	✓			✓	9/30
Collier Mosquito Control District	✓			✓	9/30
Coquina Water Control District	✓			✓	9/30
East Central Regional Wastewater Treatment Facility	✓		✓		9/30
Florida Green Finance Authority	✓				9/30
Greater Boca Raton Beach and Park District	✓			✓	9/30
Greater Naples Fire Control and Rescue District	✓	✓		✓	9/30
Green Corridor P.A.C.E. District	✓			✓	9/30
Hobe-St. Lucie Conservancy District	✓			✓	9/30
Indian River Mosquito Control District	✓				9/30
Indian Trail Improvement District	✓			✓	9/30
Key Largo Wastewater Treatment District	✓	✓	✓	✓	9/30
Lake Padgett Estates Independent District	✓			✓	9/30
Lake Worth Drainage District	✓			✓	9/30
Loxahatchee Groves Water Control District	✓				9/30
Old Plantation Control District	✓			✓	9/30
Pal Mar Water Control District	✓			✓	9/30
Pinellas Park Water Management District	✓			✓	9/30
Pine Tree Water Control District (Broward)	✓			✓	9/30
Pinetree Water Control District (Wellington)	✓				9/30
Ranger Drainage District	✓	✓		✓	9/30
Renaissance Improvement District	✓			✓	9/30
San Carlos Park Fire Protection and Rescue Service District	✓			✓	9/30
Sanibel Fire and Rescue District	✓			✓	9/30
South Central Regional Wastewater Treatment and Disposal Board	✓			✓	9/30
South-Dade Venture Development District	✓			✓	9/30
South Indian River Water Control District	✓	✓		✓	9/30
South Trail Fire Protection & Rescue District	✓			✓	9/30
Spring Lake Improvement District	✓			✓	9/30
St. Lucie West Services District	✓		✓	✓	9/30
Sunshine Water Control District	✓			✓	9/30
West Villages Improvement District	✓			✓	9/30
Various Community Development Districts (297)	✓			✓	9/30
TOTAL	332	5	3	327	

ADDITIONAL SERVICES

CONSULTING / MANAGEMENT ADVISORY SERVICES

Grau & Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing
- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

ARBITRAGE

The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds.

73

Current
Arbitrage
Calculations

We look forward to providing Independence Community Development District with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations!

**For even more information on Grau & Associates
please visit us on www.graucpa.com.**

INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT

9D

INDEPENDENCE COMMUNITY DEVELOPMENT DISTRICT

AUDITOR EVALUATION MATRIX

RFP FOR ANNUAL AUDIT SERVICES	ABILITY OF PERSONNEL	PROPOSER'S EXPERIENCE	UNDERSTANDING OF SCOPE OF WORK	ABILITY TO FURNISH REQUIRED SERVICES	PRICE	TOTAL POINTS
PROPOSER	20 POINTS	20 POINTS	20 POINTS	20 POINTS	20 POINTS	100 POINTS
Berger, Toombs, Elam, Gaines & Frank						
Grau & Associates						

NOTES:

Completed by: _____

Board Member's Signature

Date: _____

Printed Name of Board Member

INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT

10BI

fmsbonds
Municipal Bond Specialists

20660 W. Dixie Highway
North Miami Beach, FL 33180

April 20, 2023

Independence Community Development District
c/o Wrathell Hunt & Associates, LLC
2300 Glades Road, Suite # 410W
Boca Raton, Florida 33431
Attn: Mr. Craig Wrathell

Re: Agreement for Underwriter Services & Rule G-17 Disclosure

Dear Mr. Wrathell:

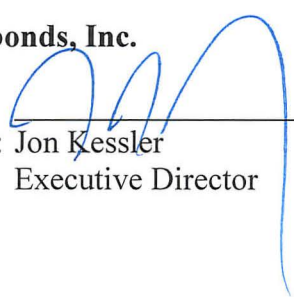
Thank you for the opportunity to work with the Independence Community Development District (the "Issuer") regarding the underwriting of the Issuer's Special Assessment Bonds, Series 2023 and future series of bonds (the "Bonds"). The Issuer and FMSbonds, Inc. ("FMS"), solely in its capacity as underwriter, agree to the proposed terms set forth herein in Attachment I. By executing this letter both parties agree to the terms set forth herein.

FMS's role is limited to act as Underwriter within the Scope of Services set forth herein as Attachment I, and not as a financial advisor or municipal advisor. FMS is not acting as a municipal advisor for the developer in connection with the subject transaction. Any information that FMS has previously provided was solely for discussion purposes in anticipation of being retained as your underwriter. Attachment II, attached hereto, contains the Municipal Securities Rulemaking Board (MSRB) Rule G-17 Disclosure, as set forth in the amended and restated MSRB Notice 2019-20 (November 8, 2019)¹ (the "Notice"). We ask that you provide this letter to the appropriate person at the Issuer.

We look forward to working with you.

Yours truly,

FMSbonds, Inc.

By: 

Name: Jon Kessler

Title: Executive Director

Agreed to and accepted as of the date first written above:

INDEPENDENCE COMMUNITY DEVELOPMENT DISTRICT

By: _____

Name: _____

Title: _____

¹ Interpretive Notice Concerning the Application of MSRB Rule G-17 to underwriters and Underwriters of Municipal Securities (effective March 31, 2021).

ATTACHMENT I

Section 1 Scope of Services of FMS: FMS proposes that its duties as Underwriter shall be limited to the following:

1. To provide advice to the Issuer on the structure, timing and terms of the Bonds;
2. To coordinate the financing process;
3. To conduct due diligence;
4. To assist in the preparation of an offering memorandum;
5. To review the assessment methodology and Bond documents;
6. To market and offer Bonds to investors.

Section 2 Terms and Conditions:

1. Underwriter Fee ("Underwriting Fee"). FMS shall act as sole lead underwriter. The Underwriting Fee to FMS for acting as Underwriter shall be 2% of the par amount of any Bonds issued. The Underwriting Fee shall be due and payable only upon the closing of the Bonds. The Underwriting Fee may be modified pursuant to a bond delegation or award resolution approved by the Board and consented to by the Underwriter.
2. Price and Interest Rates: The offering price and interest rates are expected to be based on recent comparable transactions in the market, if any. FMS and the Issuer will jointly determine the offering price and interest rates immediately prior to the start of the order period, based on market conditions then prevailing.
3. Bond Purchase Agreement. The obligations of the Underwriter and those of the Issuer would be subject to the satisfactory completion of due diligence and to the customary representations, warranties, covenants, conditions, including provisions respecting its termination contained in the form of a bond purchase agreement FMS will prepare and as generally used in connection with the offering of Bonds for this type of transaction.
4. Costs of Issuance. The Issuer shall be responsible for the payment of all expenses relating to the offering, including but not limited to, attorney fees, consultant fees, costs associated with preparing offering documents, if any, the purchase agreement, regulatory fees and filing fees and expenses for qualification under blue sky laws designated by FMS and approved by the Issuer.
5. Assumptions. The proposed terms and statements of intention set forth in this attachment are based on information currently available to FMS about the Issuer and the market for special assessment bonds similar to the Bonds and the assumptions that:

- a) the financial condition and history of the project shall be substantially as understood, and the financial information for the relevant and appropriate period ended to be included in the final offering memorandum will not vary materially from those set forth in the material furnished to FMS;
 - b) no adverse developments shall occur which materially and adversely affect the underlying security and financial condition of the Issuer and the primary landowner and developer;
 - c) the offering memorandum will comply with all applicable laws and regulations;
 - d) there will not be any unanticipated substantial delays on the part of the Issuer in completing the transaction; and
 - e) all conditions of the Underwriter to purchase Bonds will be included in the bond purchase agreement and conditions shall be satisfied or waived, in the sole discretion of the Underwriter.
6. Information. The Issuer agrees to reasonably and actively assist FMS in achieving an underwriting that is satisfactory to FMS and the Issuer. To assist FMS in the underwriting the Issuer will (a) provide and cause the Issuer's staff and its professionals to provide FMS upon request with all information reasonably deemed necessary by FMS to complete the underwritings, included but not limited to, information and evaluations prepared by the Issuer and its advisors and the primary landowner and developer; and (b) otherwise assist FMS in its underwriting efforts.
7. Term of Engagement. The term of our engagement shall commence as of the date the covering letter is executed by the Issuer and continue in full force and effect unless terminated by either party. In event of termination by the Issuer without cause, FMS shall be entitled to recover its reasonable out of pocket expenses incurred up to the date of termination.
8. No Commitment. Notwithstanding the foregoing, nothing herein shall constitute an agreement to provide a firm commitment, underwriting or placement or arrangement of any securities by FMS or its affiliates. Any such commitment, placement or arrangement shall only be made a part of an underwriting agreement or purchase agreement at the time of the sale of the Bonds.

The engagement contemplated hereby is solely for the benefit of the Issuer and FMS and their respective successors, assigns and representatives and no other person or entity shall acquire or have any right under or by virtue hereof.

This engagement contains the entire understanding of the parties relating to the transactions contemplated hereby and supersedes all prior agreements, understandings and negotiations with respect thereto.

9. No Financial Advisor. FMS's role is limited to that of an Underwriter and not a financial advisor or municipal advisor.

ATTACHMENT II

MSRB Rule G-17 Disclosure --- The Issuer recognizes that FMSbonds, Inc. will serve as the underwriter (the “Underwriter”) and not as a financial advisor or municipal advisor, in connection with the issuance of the bonds relating to this financing (herein, the ‘Bonds’). As part of our services as Underwriter, FMSbonds, Inc. may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. Any such advice, if given, will be provided by FMSbonds, Inc. as Underwriter and not as your financial advisor or municipal advisor in this transaction. The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer’s interest in this transaction.

Pursuant to the Notice, we are required by the MSRB to advise you that:

- MSRB Rule G-17 requires a broker to deal fairly at all times with both municipal issuers and investors.
- The Underwriter’s primary role is to purchase the Bonds in an arm’s-length commercial transaction with the Issuer. As such, the Underwriter has financial and other interests that differ from those of the Issuer.
- Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- The Underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to use its best efforts to resell the Bonds with purchases at prices that are fair and reasonable.
- The Bonds may be sold into a trust either at the time of issuance or subsequent to issuance. In such instance FMSbonds, Inc., not in its capacity of Underwriter, may participate in such trust arrangement by performing certain administrative roles. Any compensation paid to FMSbonds, Inc. would not be derived from the proceeds of the Bonds or from the revenues pledged thereunder.

The Underwriter will be compensated in accordance with the terms of a bond purchase contract by and between the Underwriter and Issuer. Payment or receipt of the Underwriter’s compensation will be contingent on the closing of the transaction. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since an Underwriter may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of a transaction be larger than is necessary. The Issuer acknowledges no such recommendation has been made by the Underwriter.

Please note nothing in this letter is an expressed or an implied commitment by us to provide financing or to place or purchase the Bonds. Any such commitment shall only be set forth in a bond purchase contract or other appropriate form of agreement for the type of transaction undertaken by you.

Further, our participation in any transaction (contemplated herein or otherwise) remains subject to, among other things, the execution of a bond purchase contract (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

FMSbonds, Inc. is acting independently in seeking to act as Underwriter in the transaction contemplated herein and shall not be deemed for any purpose to be acting as an agent, joint venturer or partner of any other principal involved in the proposed financing. FMSbonds, Inc. assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the purchasers or any other brokers in connection with the transactions contemplated herein or otherwise.

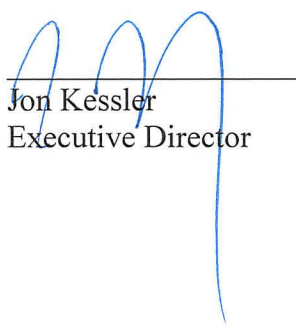
If you or any other representative of the Issuer have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with your own financial, municipal, legal, accounting, tax and other advisors, as applicable, to the extent deemed appropriate.

The MSRB requires that we seek the Issuer's acknowledgement that it has received this letter. We request that the person at the Issuer who has the authority to bind the Issuer (herein, "Authorized Issuer Representative") acknowledge this letter as soon as practicable and by nature of such acknowledgment that such person is not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you in connection with the issuance of the Bonds, and we appreciate the opportunity to assist you in this transaction. Thank you.

FMSbonds, Inc.

By: 

Name: Jon Kessler

Title: Executive Director

INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT

10B11

BOND COUNSEL AGREEMENT

This Bond Counsel Agreement (this "Agreement") is entered into this 11th day of July, 2023, by and between the **INDEPENDENCE COMMUNITY DEVELOPMENT DISTRICT** (the "District"), an independent special district organized and existing under the provisions of Chapter 190, Florida Statutes, as amended, and **NABORS, GIBLIN & NICKERSON, P.A.**, a Florida professional service corporation ("Nabors Giblin").

W I T N E S S E T H:

WHEREAS, the District plans to issue capital improvement revenue bonds (the "Bonds") in one or more series (each, a "Series") to finance the acquisition, construction and equipping of certain assessable capital improvements benefiting residents of the District; and

WHEREAS, the District desires to engage Nabors Giblin as bond counsel in connection with the issuance and sale of the Bonds, on the terms and conditions hereinafter set forth; and

WHEREAS, Nabors Giblin desires to accept engagement as bond counsel for the District in connection with the issuance and sale of the Bonds, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, which shall be deemed an integral part of this Agreement, and of the covenants and agreements herein contained, the District and Nabors Giblin, both intending to be legally bound hereby, agree as follows:

1. BOND COUNSEL.

(a) Duties. Nabors Giblin shall serve as bond counsel to the District in connection with the issuance of the Bonds. The duties of Nabors Giblin as bond counsel shall include the following:

(i) prepare all indentures, including a Master Indenture and Supplemental Indenture(s) with respect to the Bonds, and other documents relating to the Bonds, said duty to be performed in cooperation with the financial advisors and/or underwriters engaged by the District;

(ii) if requested by the District, prepare validation pleadings, including the proposed final judgment, in connection with the validation

of the Bonds and appear as attorneys of record with the District Counsel at the validation hearing;

(iii) review all disclosure documents, including official statements, prepared or authorized by the District insofar as such documents contain descriptions of the Bonds and summaries of contracts or other documents relevant to the Bonds; provided, however, that Nabors Giblin shall have no responsibility for the disclosure documents insofar as such documents describe the financial circumstances of the offering or any other statistical projects or data, and provided further, that Nabors Giblin shall have no responsibility to the purchasers of the Bonds for state or federal securities law compliance in connection with the offering of the Bonds;

(iv) review all underwriters' proposals as requested by the District, prepare all closing documents, and attend and be responsible for the closing, as well as attend drafting and informational meetings regarding the Bonds; and

(v) render opinions in written form at the time the Bonds are to be authenticated and delivered, which opinions shall cover the legality of the Bonds and the exemption of the Bonds from federal income taxation.

(b) Fees and Expenses for Services Rendered as Bond Counsel. The District shall pay to Nabors Giblin, as a fee for services rendered pursuant to this Section 1, the sum of \$40,000.00 per issue for an issue with multiple Series and \$35,000.00 per issue for an issue with one Series. Such fee shall be paid by the District to Nabors Giblin only from the proceeds derived by the District from the sale of the Bonds and, if the Bonds are not sold, then no fees shall be paid by the District for services rendered pursuant to this Section 1.

The foregoing fee shall include all out-of-pocket expenses incurred by Nabors Giblin in connection with services rendered hereunder, and no other expenses shall be payable by the District in connection with bond counsel services.

2. TERMINATION. This Agreement may be terminated by the District, or by Nabors Giblin, with or without cause, upon fifteen (15) days prior written notice to the other. If the District terminates Nabors Giblin for any reason, then no compensation shall be paid to Nabors Giblin for any services theretofore rendered pursuant to Section 1 of this Agreement.

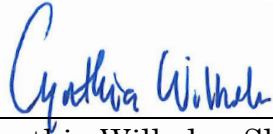
3. CONSTRUCTION. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

IN WITNESS WHEREOF, the District and Nabors Giblin have executed this Agreement as of the date set forth above.

**INDEPENDENCE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Chairman/Vice Chairman

NABORS, GIBLIN & NICKERSON, P.A.

By:  _____
Cynthia Wilhelm, Shareholder

INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT

10BIII



Global Corporate Trust Services
500 West Cypress Creek Road
Suite 460
Fort Lauderdale, Florida 33309

April 28, 2023

Independence Community Development District
c/o Wrathell, Hunt & Associates
2300 Glades Rd, Ste 410W
Boca Raton, FL 33431

Re: Independence Community Development District Special Assessment Revenue Bonds, Series 2021/2022

We are pleased to offer the following fee structure for the above referenced issue:

Acceptance Fee	\$1,975.00
Closing Expenses	\$300.00 (Est., Florida Closing)
Annual Trustee, Paying Agent, Registrar and Transfer Agent Fee	\$3,950.00
Ongoing Out-of-Pocket Expenses	7.50% of Annual Fees
<u>Trustee Counsel Fee</u>	<u>\$6,250.00 (Estimated)</u>

This proposal and the fees detailed herein are subject in all aspects to U.S. Bank's review and acceptance of the final financing documents which set forth our duties and responsibilities. Any unexpected or extraordinary services, duties and/or responsibilities will be reasonably billed in addition to the amounts identified herein. Extraordinary services are responses to requests, inquiries or developments, or the carrying out of duties or responsibilities of an unusual nature, including termination, which may or may not be provided for in the governing documents, and are not routine or undertaken in the ordinary course of business. Payment of fees for extraordinary services is appropriate where particular requests, inquiries or developments are unexpected, even if the possibility of such things could have been foreseen at the inception of the transaction. This would include but is not limited to document amendments and substitutions, mandatory tenders, optional redemptions, UCC filings, investment agreements, outside held money market funds, default administration, travel expense (if any outside the city), etc. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. Finalization of the transaction and payment of the fees set forth herein constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event this transaction is not finalized, any related out-of-pocket expenses may be billed to you directly.

The above fees and expenses would be paid in advance. Thank you for the opportunity to continue to provide our services to the District. Please do not hesitate to contact me at 954.938.2475 if you have any questions or if you need any additional information.

Sincerely,

Amanda Kumar

Amanda Kumar, Vice President

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT

10F

RESOLUTION 2023-28

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD
ON _____, 2023 AT _____ .M. AT**

**_____,
FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING SPECIAL
ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE DISTRICT GENERALLY
DESCRIBED AS THE INDEPENDENCE COMMUNITY DEVELOPMENT DISTRICT IN
ACCORDANCE WITH CHAPTERS 170, 190 AND 197, FLORIDA STATUTES.**

WHEREAS, the Board of Supervisors of the Independence Community Development District (the "Board") has previously adopted Resolution 2023-27 entitled:

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS;
INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE
INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAYED BY THE
SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF
THE IMPROVEMENTS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS;
PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE
MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID;
DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE
LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY
ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.**

WHEREAS, in accordance with Resolution 2023-27, a Preliminary Special Assessment Roll has been prepared and all other conditions precedent set forth in Chapters 170, 190 and 197, Florida Statutes, to the holding of the aforementioned public hearing have been satisfied, and the roll and related documents are available for public inspection at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, 561-571-0010 (the "District Records Office").

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

1. There is hereby declared a public hearing to be held at _____ .m. on
_____, 2023, at _____

_____, for the purpose of hearing comment and objections to the proposed special assessment program for District improvements as identified in the Preliminary Special Assessment Roll, a copy of which is on file. Affected parties may appear at that hearing or submit their comments in writing prior to the hearing to the office of the District Manager at 2300 Glades Road, Suite

410W, Boca Raton, Florida 33431, 561-571-0010.

2. Notice of said hearing shall be advertised in accordance with Chapters 170, 190 and 197, Florida Statutes, and the District Manager is hereby authorized and directed to place said notice in a newspaper(s) of general circulation within the Village of Indiantown (by two publications one week apart with the first publication at least twenty (20) days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Records Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

3. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 11th day of July, 2023.

ATTEST:

**INDEPENDENCE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

INDEPENDENCE

COMMUNITY DEVELOPMENT DISTRICT

11

RESOLUTION 2023-08

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE LOCATION OF THE
LOCAL DISTRICT RECORDS OFFICE AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Independence Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within Okaloosa County, Florida; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*; and

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

SECTION 1. The District’s local records office shall be located at: _____.

SECTION 2. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 11th day of July, 2023.

ATTEST:

**INDEPENDENCE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT

12

RESOLUTION 2023-15

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND
LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE
DISTRICT FOR FISCAL YEAR 2022/2023 AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Independence 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 2022/2023 meeting schedule attached as **Exhibit A**.

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

1. **ADOPTING FISCAL YEAR 2022/2023 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2022/2023 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 11th day of July, 2023.

ATTEST:

**INDEPENDENCE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

INDEPENDENCE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE		
LOCATION		
<i>Holiday Inn Express & Suites, 125 Cracker Barrel Road, Crestview, Florida 32536-2230</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
August __, 2023	Regular Meeting	__:__ AM/PM
September __, 2023	Regular Meeting	__:__ AM/PM

INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT

13

RESOLUTION 2023-34

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND
LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE
DISTRICT FOR FISCAL YEAR 2023/2024 AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Independence 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 2023/2024 meeting schedule attached as **Exhibit A**.

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

1. **ADOPTING FISCAL YEAR 2023/2024 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2023/2024 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 11th day of July, 2023.

ATTEST:

**INDEPENDENCE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

INDEPENDENCE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION		
<i>Holiday Inn Express & Suites, 125 Cracker Barrel Road, Crestview, Florida 32536-2230</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 2, 2023	Regular Meeting	1:30 PM (CT)
November 6, 2023	Regular Meeting	1:30 PM (CT)
December 4, 2023	Regular Meeting	1:30 PM (CT)
January 8, 2024*	Regular Meeting	1:30 PM (CT)
February 5, 2024	Regular Meeting	1:30 PM (CT)
March 4, 2024	Regular Meeting	1:30 PM (CT)
April 1, 2024	Regular Meeting	1:30 PM (CT)
May 6, 2024	Regular Meeting	1:30 PM (CT)
June 3, 2024	Regular Meeting	1:30 PM (CT)
July 1, 2024	Regular Meeting	1:30 PM (CT)
August 5, 2024	Regular Meeting	1:30 PM (CT)
September 9, 2023*	Regular Meeting	1:30 PM (CT)

Exception(s)

**Meetings are one (1) week later to accommodate holidays.*

INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MAY 31, 2023**

**INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JANUARY 31, 2023**

	General Fund	Total Governmental Funds
ASSETS		
Due from Landowner	\$ 11,368	\$ 11,368
Total assets	<u>11,368</u>	<u>11,368</u>
LIABILITIES AND FUND BALANCES		
Liabilities:		
Accounts payable	\$ 5,368	\$ 5,368
Landowner advance	6,000	6,000
Total liabilities	<u>11,368</u>	<u>11,368</u>
DEFERRED INFLOWS OF RESOURCES		
Deferred receipts	5,368	5,368
Total deferred inflows of resources	<u>5,368</u>	<u>5,368</u>
 Total liabilities, deferred inflows of resources and fund balances	 <u>\$ 11,368</u>	 <u>\$ 11,368</u>

**INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MAY 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ -	\$ -	\$ 55,265	0%
Total revenues	-	-	55,265	0%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	2,000	2,000	12,000	17%
Legal	2,573	2,573	25,000	10%
Engineering	-	-	2,000	0%
Dissemination agent*	42	42	250	17%
Telephone	17	17	200	9%
Postage	59	59	500	12%
Printing & binding	-	-	500	0%
Legal advertising	544	544	6,500	8%
Annual special district fee	-	-	175	0%
Insurance	-	-	5,500	0%
Contingencies/bank charges	133	133	750	18%
Website hosting & maintenance	-	-	1,680	0%
Website ADA compliance	-	-	210	0%
Total expenditures	5,368	5,368	55,265	10%
Excess/(deficiency) of revenues over/(under) expenditures	(5,368)	(5,368)	-	
Fund balances - beginning	-	-	-	
Fund balances - ending	\$ (5,368)	\$ (5,368)	\$ -	

*These items will be realized when bonds are issued

INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

A

DRAFT

**MINUTES OF MEETING
INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT**

A Landowners' Meeting of the Independence Community Development District was held on May 3, 2023 at 8:00 a.m., Central Time at the Holiday Inn Express & Suites, 125 Cracker Barrel Road, Crestview, Florida 32536-2230.

Present were:

Cindy Cerbone	District Manager/Proxy Holder
Katie Buchanan (via telephone)	District Counsel
Kyle Magee (via telephone)	Kutak Rock LLP
Heath Jenkins	District Engineer
Bob Jacobs	DR Horton
Joe Everson	DR Horton
Anthony "Tony" Kucera	DR Horton
Jason Eaves	DR Horton
Sophie Sumner	DR Horton

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 8:01 a.m.

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**

Those in attendance agreed to Ms. Cerbone serving as Chair to conduct the Landowners' meeting.

Ms. Cerbone stated that she is the designated Proxy Holder for NWF Land LLC, which owns a total of 605.23 acres, equating to 606 votes. She is eligible to cast up to 606 votes per Seat.

38

39 **FOURTH ORDER OF BUSINESS****Election of Supervisors [All Seats]**

40

41 **A. Nominations**

42 Ms. Cerbone nominated the following:

43 Seat 1 Anthony "Tony" Kucera

44 Seat 2 Jason Eaves

45 Seat 3 Sophie Sumner

46 Seat 4 Oleysa "Lacy" Chatraw

47 Seat 5 Casey Smith

48 No other nominations were made.

49 **B. Casting of Ballots**50 • **Determine Number of Voting Units Represented**

51 A total of 606 voting units were represented.

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

53 All 606 voting units were assigned by proxy to Ms. Cerbone.

54 Ms. Cerbone cast the following votes:

55 Seat 1 Anthony "Tony" Kucera 606 votes

56 Seat 2 Jason Eaves 606 votes

57 Seat 3 Sophie Sumner 600 votes

58 Seat 4 Oleysa "Lacy" Chatraw 600 votes

59 Seat 5 Casey Smith 600 votes

60 **C. Ballot Tabulation and Results**

61 The ballot tabulation, results and term lengths were as follows:

62 Seat 1 Anthony "Tony" Kucera 606 votes Four-year Term

63 Seat 2 Jason Eaves 606 votes Four-year Term

64 Seat 3 Sophie Sumner 600 votes Two-year Term

65 Seat 4 Oleysa "Lacy" Chatraw 600 votes Two-year Term

66 Seat 5 Casey Smith 600 votes Two-year Term

67

68 **FIFTH ORDER OF BUSINESS** **Landowners' Questions/Comments**

69

70 There were no Landowners' questions or comments.

71

72 **SIXTH ORDER OF BUSINESS** **Adjournment**

73

74 There being nothing further to discuss, the meeting adjourned at 8:04 a.m.

75

76

77

78 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

79

80

81

82

83

84 _____
Secretary/Assistant Secretary

Chair/Vice Chair

INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

B

DRAFT

**MINUTES OF MEETING
INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT**

An Organizational Meeting of the Independence Community Development District was held on May 3, 2023, immediately following the Landowners Meeting, scheduled to commence at 8:00 a.m., Central Time at the Holiday Inn Express & Suites, 125 Cracker Barrel Road, Crestview, Florida 32536-2230.

Present at the meeting were:

Sophie Sumner	Chair
Jason Eaves	Vice Chair
Anthony "Tony" Kucera	Assistant Secretary

Also present were:

Cindy Cerbone	District Manager
Pfil Hunt	Wrathell, Hunt and Associates, LLC (WHA)
Katie Buchanan (via telephone)	District Counsel
Kyle Magee (via telephone)	Kutak Rock LLP
Heath Jenkins	District Engineer
Bob Jacobs	DR Horton
Joe Everson	DR Horton

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 8:05 a.m. Supervisors-Elect Tony Kucera, Jason Eaves and Sophie Sumner, who were just elected at the Landowners' Meeting, were present. Supervisors-Elect Lacy Chatraw and Casey Smith, were not present

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

GENERAL DISTRICT ITEMS

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Elected Board of Supervisors (the following will also be provided in a separate package)

Ms. Cerbone, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Ms. Sumner, Mr. Kucera and Mr. Eaves. She provided and reviewed the following items, including explaining the Sunshine Law, public records requests and keeping their personal and CDD files, email communications, etc., separate from each other:

- A. **Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- B. **Membership, Obligations and Responsibilities**
- C. **Chapter 190, Florida Statutes**
- D. **Financial Disclosure Forms**
 - I. **Form 1: Statement of Financial Interests**
 - II. **Form 1X: Amendment to Form 1, Statement of Financial Interests**
 - III. **Form 1F: Final Statement of Financial Interests**
- E. **Form 8B: Memorandum of Voting Conflict**

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2023-01, 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. Cerbone presented Resolution 2023-01 and recapped the Landowners' Election results, as follows:

Seat 1	Anthony "Tony" Kucera	606 votes	Four-year Term
Seat 2	Jason Eaves	606 votes	Four-year Term
Seat 3	Sophie Sumner	600 votes	Two-year Term
Seat 4	Oleysa "Lacy" Chatraw	600 votes	Two-year Term
Seat 5	Casey Smith	600 votes	Two-year Term

On MOTION by Ms. Sumner and seconded by Mr. Eaves, with all in favor, Resolution 2023-01, 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**Consideration of Resolution 2023-02,
Designating Certain Officers of the District,
and Providing for an Effective Date**

Ms. Cerbone presented Resolution 2023-02. Mr. Eaves nominated the following:

Chair	Sophie Sumner
Vice Chair	Jason Eaves
Secretary	Craig Wrathell
Assistant Secretary	Tony Kucera
Assistant Secretary	Oleysa "Lacy" Chatraw
Assistant Secretary	Casey Smith
Assistant Secretary	Cindy Cerbone
Treasurer	Craig Wrathell
Assistant Treasurer	Jeff Pinder

No other nominations were made.

**On MOTION by Ms. Sumner and seconded by Mr. Kucera, with all in favor,
Resolution 2023-02, Designating Certain Officers of the District, as nominated,
and Providing for an Effective Date, was adopted.**

ORGANIZATIONAL MATTERS**SIXTH ORDER OF BUSINESS****Consideration of the Following
Organizational Items:**

- A. Resolution 2023-03, Appointing and Fixing the Compensation of the District Manager
and Methodology Consultant; Providing an Effective Date**
- Agreement for District Management Services: Wrathell, Hunt and Associates,
LLC**

Ms. Cerbone presented Resolution 2022-03 and the Fee Schedule and Management Agreement.

Ms. Cerbone referred to the Fee Schedule, which reflects a reduced monthly Management Fee of \$2,000 prior the issuance of the first series of bonds.

On MOTION by Ms. Sumner and seconded by Mr. Kucera, with all in favor, Resolution 2023-03, Appointing and Fixing the Compensation of Wrathell, Hunt and Associates, LLC as the District Manager and Methodology Consultant; and Providing an Effective Date, was adopted.

B. Resolution 2023-04, Appointing District Counsel for the District, and Authorizing Compensation; and Providing for an Effective Date

- **Fee Agreement: Kutak Rock LLP**

Ms. Buchanan presented Resolution 2023-04 and the Kutak Rock LLP Fee Agreement.

On MOTION by Mr. Eaves and seconded by Mr. Kucera, with all in favor, Resolution 2023-04, Appointing Kutak Rock LLP as District Counsel for the District, and Authorizing Compensation; and Providing for an Effective Date, was adopted.

C. Resolution 2023-05, Designating a Registered Agent and Registered Office of the District and Providing for an Effective Date

Ms. Cerbone presented Resolution 2023-05.

On MOTION by Ms. Sumner and seconded by Mr. Kucera, with all in favor, Resolution 2023-05, Designating Katie S. Buchanan, of Kutak Rock LLP, as the Registered Agent and 107 West College Avenue, Tallahassee, Florida 32301 as the Registered Office of the District and Providing for an Effective Date, was adopted.

D. Resolution 2023-06, Appointing an Interim District Engineer for the Independence Community Development District, Authorizing Its Compensation and Providing for an Effective Date

- **Interim Engineering Services Agreement: Avcon, Inc.**

Ms. Cerbone presented Resolution 2023-06 and the Interim Engineering Services Agreement and accompanying Exhibits.

On MOTION by Mr. Kucera and seconded by Mr. Eaves, with all in favor, Resolution 2023-06, Appointing Avcon, Inc., as Interim District Engineer for the Independence Community Development District, Authorizing Its Compensation and Providing for an Effective Date, was adopted, and the Interim Engineering Services Agreement, was approved.

E. Authorization of Request for Qualifications (RFQ) for Engineering Services

Ms. Cerbone presented the RFQ for Engineering Services and Competitive Selection Criteria.

On MOTION by Ms. Sumner and seconded by Mr. Eaves, with all in favor, the Request for Qualifications (RFQ) for Engineering Services and Competitive Selection Criteria and authorizing Staff to advertise, was approved.

F. Board Member Compensation: 190.006 (8), F.S.

The Board Members declined compensation.

G. Resolution 2023-07, Designating the Primary Administrative Office and Principal Headquarters of the District and Providing an Effective Date

Ms. Cerbone presented Resolution 2023-07. The following change was made:

Section 2: Change "Okaloosa" to "Palm Beach"

On MOTION by Ms. Sumner and seconded by Mr. Eaves, with all in favor, Resolution 2023-07, as amended, Designating 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 as the Primary Administrative Office and Principal Headquarters of the District and Providing an Effective Date, was adopted.

H. Resolution 2023-08, Designating the Location of the Local District Records Office and Providing an Effective Date

This item was deferred.

I. Resolution 2023-09, Setting Forth the Policy of the District Board of Supervisors with Regard to the Support and Legal Defense of the Board of Supervisors and District Officers, and Providing for an Effective Date

- **Authorization to Obtain General Liability and Public Officers' Insurance**

Ms. Cerbone presented Resolution 2023-09.

On MOTION by Ms. Sumner and seconded by Mr. Kucera, with all in favor, Resolution 2023-09, Setting Forth the Policy of the District Board of Supervisors with Regard to the Support and Legal Defense of the Board of Supervisors and District Officers, and Providing for an Effective Date, was adopted, and authorizing Staff to obtain General Liability and Public Officers' Insurance, was approved.

- J. Resolution 2023-10, Providing for the Public's Opportunity to Be Heard; Designating Public Comment Periods; Designating a Procedure to Identify Individuals Seeking to Be Heard; Addressing Public Decorum; Addressing Exceptions; and Providing for Severability and an Effective Date

Ms. Cerbone presented Resolution 2023-10.

On MOTION by Mr. Eaves and seconded by Mr. Kucera, with all in favor, Resolution 2023-10, Providing for the Public's Opportunity to Be Heard; Designating Public Comment Periods; Designating a Procedure to Identify Individuals Seeking to Be Heard; Addressing Public Decorum; Addressing Exceptions; and Providing for Severability and an Effective Date, was adopted.

- K. Resolution 2023-11, Providing for the Appointment of a Records Management Liaison Officer; Providing the Duties of the Records Management Liaison Officer; Adopting a Records Retention Policy; and Providing for Severability and Effective Date

Ms. Cerbone presented Resolution 2023-11.

On MOTION by Ms. Sumner and seconded by Mr. Eaves, with all in favor, Resolution 2023-11, Providing for the Appointment of a Records Management Liaison Officer; Providing the Duties of the Records Management Liaison Officer; Adopting a Records Retention Policy; and Providing for Severability and Effective Date, was adopted.

- L. Resolution 2023-12, Granting the Chair the Authority to Execute Real and Personal Property Conveyance and Dedication Documents, Plats and Other Documents Related

to the Development of the District's Improvements; Approving the Scope and Terms of Such Authorization; Providing a Severability Clause; and Providing an Effective Date

Ms. Cerbone presented Resolution 2023-12. This Resolution grants the Chair and the Vice Chair, in the Chair's absence, the authority to work with the District Engineer, District Counsel and District Staff and to execute certain documents in between meetings, to avoid delays in construction.

The following change was made to Resolution 2023-12:

Title and elsewhere, as necessary: Insert "and Vice Chair" after "Chair"

On MOTION by Mr. Kucera and seconded by Mr. Eaves, with all in favor, Resolution 2023-12, as amended to also grant authority to the Vice Chair, Granting the Chair the Authority to Execute Real and Personal Property Conveyance and Dedication Documents, Plats and Other Documents Related to the Development of the District's Improvements; Approving the Scope and Terms of Such Authorization; Providing a Severability Clause; and Providing an Effective Date, was adopted.

M. Resolution 2023-13, Ratifying, Confirming and Approving the Recording of the Notice of Establishment of the District and Providing for an Effective Date

Ms. Cerbone presented Resolution 2023-13.

On MOTION by Ms. Sumner and seconded by Mr. Kucera, with all in favor, Resolution 2023-13, Ratifying, Confirming and Approving the Recording of the Notice of Establishment of the District and Providing for an Effective Date, was adopted.

N. Authorization of Request for Proposals (RFP) for Annual Audit Services

Ms. Cerbone presented the RFP For Annual Audit Services.

- **Designation of Board of Supervisors as Audit Committee**

On MOTION by Mr. Eaves and seconded by Mr. Kucera, with all in favor, the Request for Proposals for Annual Auditing Services, authorizing the District Manager to advertise the RFP and designating the Board of Supervisors as the Audit Committee, was approved.

O. Strange Zone, Inc., Quotation #M23-1012 for District Website Design, Maintenance and Domain Web-Site Design Agreement

Ms. Cerbone presented the Strange Zone, Inc. (SZI) proposal.

On MOTION by Ms. Sumner and seconded by Mr. Kucera, with all in favor, Strange Zone, Inc., Quotation #M23-1012 for District Website Design, Maintenance and Domain Web-Site Design Agreement., in the amount of \$1,679.99 for the first year, was approved.

P. ADA Site Compliance Proposal for Website Compliance Shield, Accessibility Policy and One (1) Annual Technological Audit

Ms. Cerbone presented the ADA Site Compliance proposal.

On MOTION by Ms. Sumner and seconded by Mr. Kucera, with all in favor, the ADA Site Compliance Proposal for Website Compliance Shield, Accessibility Policy and One (1) Annual Technological Audit, in the annual amount of \$210, was approved.

Q. Resolution 2023-14, to Designate Date, Time and Place of Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Rules of Procedure; and Providing an Effective Date

I. Rules of Procedure

II. Notices [Rule Development and Rulemaking]

These items were included for informational purposes.

Ms. Cerbone presented Resolution 2023-14 and explained that the Rules of Procedure set forth the processes and procedures by which the CDD functions.

On MOTION by Mr. Eaves and seconded by Mr. Kucera, with all in favor, Resolution 2023-14, to Designate Date, Time and Place of July 11, 2023 at 1:00 p.m., Central Time at the Holiday Inn Express & Suites, 125 Cracker Barrel Road, Crestview, Florida 32536-2230 for a Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Rules of Procedure; and Providing an Effective Date, was adopted.

R. Resolution 2023-15, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023 and Providing for an Effective Date

This item was deferred.

S. Resolution 2023-16, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date

Ms. Cerbone presented Resolution 2023-16.

The following change was made to Resolution 2023-16:

Title and elsewhere, as necessary: Change "Duval" to "Okaloosa"

On MOTION by Ms. Sumner and seconded by Mr. Eaves, with all in favor, Resolution 2023-16, as amended, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date, was adopted.

T. Stormwater Management Needs Analysis Reporting Requirements

Ms. Cerbone stated CDDs are required to prepare a Stormwater Management Needs Analysis Report every five years. As the due date for the initial Report has passed and there is no interim reporting requirement, a Report will be prepared when necessary.

BANKING MATTERS

SEVENTH ORDER OF BUSINESS

Consideration of the Following Banking Matters:

A. Resolution 2023-17, Designating a Public Depository for Funds of the District and Providing an Effective Date

Ms. Cerbone presented Resolution 2023-17.

On MOTION by Mr. Kucera and seconded by Ms. Sumner, with all in favor, Resolution 2023-17, Designating Truist Bank as the Public Depository for Funds of the District and Providing an Effective Date, was adopted.

B. Resolution 2023-18, Directing the District Manager to Appoint Signors on the Local Bank Account; and Providing an Effective Date

Ms. Cerbone presented Resolution 2023-18.

On MOTION by Ms. Sumner and seconded by Mr. Kucera, with all in favor, Resolution 2023-18, Directing the District Manager to Appoint Signors on the Local Bank Account; and Providing an Effective Date, was adopted.

BUDGETARY MATTERS

EIGHTH ORDER OF BUSINESS

Consideration of the Following Budgetary Matters:

A. Resolution 2023-19, Approving the Proposed Budgets for Fiscal Year 2022/2023 and Fiscal Year 2023/2024 and Setting a Public Hearing Thereon Pursuant to Florida Law and Providing for an Effective Date

Ms. Cerbone presented Resolution 2023-19 and reviewed the proposed budgets for Fiscal Years 2023 and 2024 and the differences between expenses in each. These budgets will be Landowner/Developer-funded, with expenses funded as they are incurred.

Discussion ensued regarding how the District Engineer should bill to separate bond-related work from general engineering work and they types of work that are considered general CDD work and CDD bond-related work.

On MOTION by Mr. Eaves and seconded by Mr. Kucera, with all in favor, Resolution 2023-19, Approving the Proposed Budgets for Fiscal Year 2022/2023 and Fiscal Year 2023/2024 and Setting a Public Hearing Thereon Pursuant to Florida Law for July 11, 2023 at 1:00 p.m., Central Time at the Holiday Inn Express & Suites, 125 Cracker Barrel Road, Crestview, Florida 32536-2230 and Providing for an Effective Date, was adopted.

B. Fiscal Year 2022/2023 and Fiscal Year 2023/2024 Budget Funding Agreements

Ms. Cerbone presented the Budget Funding Agreements. She noted that the Agreements currently say "Developer" but, once the sale of the property is completed, the Agreements will be modified to say "Landowner.

Funding requests will be sent to Ms. Sumner, with Mr. Jacobs being copied.

On MOTION by Ms. Sumner and seconded by Mr. Kucera, with all in favor, the Fiscal Year 2022/2023 and Fiscal Year 2023/2024 Budget Funding Agreements, in substantial form, were approved.

- C. Resolution 2023-20, Adopting the Alternative Investment Guidelines for Investing Public Funds in Excess of Amounts Needed to Meet Current Operating Expenses, in Accordance with Section 218.415(17), Florida Statutes

Ms. Cerbone presented Resolution 2023-20.

On MOTION by Mr. Eaves and seconded by Mr. Kucera, with all in favor, Resolution 2023-20, Adopting the Alternative Investment Guidelines for Investing Public Funds in Excess of Amounts Needed to Meet Current Operating Expenses, in Accordance with Section 218.415(17), Florida Statutes, was adopted.

- D. Resolution 2023-21, Authorizing the Disbursement of Funds for Payment of Certain Continuing Expenses Without Prior Approval of the Board of Supervisors; Authorizing the Disbursement of Funds for Payment of Certain Non-Continuing Expenses Without Prior Approval of the Board of Supervisors; Providing for a Monetary Threshold; and Providing for an Effective Date

Ms. Cerbone presented Resolution 2023-21.

On MOTION by Ms. Sumner and seconded by Mr. Kucera, with all in favor, Resolution 2023-21, Authorizing the Disbursement of Funds for Payment of Certain Continuing Expenses Without Prior Approval of the Board of Supervisors; Authorizing the Disbursement of Funds for Payment of Certain Non-Continuing Expenses Without Prior Approval of the Board of Supervisors; Providing for a Monetary Threshold; and Providing for an Effective Date, was adopted.

- E. Resolution 2023-22, Adopting a Policy for Reimbursement of District Travel Expenses; and Providing for Severability and an Effective Date

Ms. Cerbone presented Resolution 2023-22.

On MOTION by Ms. Sumner and seconded by Mr. Kucera, with all in favor, Resolution 2023-22, Adopting a Policy for Reimbursement of District Travel Expenses; and Providing for Severability and an Effective Date, was adopted.

- F. Resolution 2023-23, Adopting Prompt Payment Policies and Procedures Pursuant to Chapter 218, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date

Ms. Cerbone presented Resolution 2023-23.

On MOTION by Mr. Eaves and seconded by Mr. Kucera, with all in favor, Resolution 2023-23, Adopting Prompt Payment Policies and Procedures Pursuant to Chapter 218, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date, was adopted.

- G. Resolution 2023-24, Adopting an Internal Controls Policy Consistent with Section 218.33, Florida Statutes; Providing an Effective Date

Ms. Cerbone presented Resolution 2023-24.

On MOTION by Ms. Sumner and seconded by Mr. Kucera, with all in favor, Resolution 2023-24, Adopting an Internal Controls Policy Consistent with Section 218.33, Florida Statutes; Providing an Effective Date, was adopted.

- H. Resolution 2023-25, Authorizing the District Engineer, or Another Individual Designated by the Board of Supervisors, to Act as the District's Purchasing Agent for the Purpose of Procuring, Accepting, and Maintaining Any and All Construction Materials Necessary for the Construction, Installation, Maintenance or Completion of the District's Infrastructure Improvements as Provided in the District's Adopted Improvement Plan; Providing for the Approval of a Work Authorization; Providing for Procedural Requirements for the Purchase of Materials; Approving the Form of a Purchase Requisition Request; Approving the Form of a Purchase Order; Approving the Form of a Certificate of Entitlement; Authorizing the Purchase of Insurance; Providing a Severability Clause; and Providing an Effective Date

Ms. Cerbone presented Resolution 2023-25 and read the title.

On MOTION by Mr. Eaves and seconded by Mr. Kucera, with all in favor, Resolution 2023-25, Authorizing the District Engineer, or Another Individual Designated by the Board of Supervisors, to Act as the District's Purchasing Agent for the Purpose of Procuring, Accepting, and Maintaining Any and All Construction Materials Necessary for the Construction, Installation, Maintenance or Completion of the District's Infrastructure Improvements as Provided in the District's Adopted Improvement Plan; Providing for the Approval of a Work Authorization; Providing for Procedural Requirements for the Purchase of Materials; Approving the Form of a Purchase Requisition Request; Approving the Form of a Purchase Order; Approving the Form of a Certificate of Entitlement; Authorizing the Purchase of Insurance; Providing a Severability Clause; and Providing an Effective Date, was adopted.

I. Consideration of E-Verify Memo with MOU

Ms. Cerbone presented the E-Verify information related to the requirement for all employers to verify employment eligibility utilizing the E-Verify System and for the CDD to enroll with E-Verify and execute a Memorandum of Understanding (MOU) with E-Verify.

On MOTION by Ms. Sumner and seconded by Mr. Kucera, all in favor, acknowledging the E-Verify Memo requirements, as set forth in the Memorandum of Understanding, and authorizing enrollment and utilization of the E-Verify program, was approved.

BOND FINANCING MATTERS

NINTH ORDER OF BUSINESS

**Consideration of the Following Bond
Financing Related Matters:**

A. Bond Financing Team Funding Agreement

This item was deferred.

B. Engagement of Bond Financing Professionals

I. Underwriter/ Investment Banker: FMSbonds, Inc.

II. Bond Counsel: Nabors Giblin & Nickerson, P.A.

III. Trustee, Paying Agent and Registrar: U.S. Bank Trust Company, N.A.

These items were deferred.

- C. Resolution 2023-26, Designating a Date, Time, and Location of a Public Hearing Regarding the District's Intent to Use the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Special Assessments as Authorized by Section 197.3632, Florida Statutes; Authorizing the Publication of the Notice of Such Hearing; and Providing an Effective Date**

Ms. Cerbone presented Resolution 2023-26. This Resolution is related to placing assessments on the tax bill and utilizing the Tax Collector and Property Appraiser services

On MOTION by Mr. Eaves and seconded by Ms. Sumner, with all in favor, Resolution 2023-26, Designating a Date, Time, and Location of July 11, 2023 at 1:00 p.m., Central Time at the Holiday Inn Express & Suites, 125 Cracker Barrel Road, Crestview, Florida 32536-2230 for a Public Hearing Regarding the District's Intent to Use the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Special Assessments as Authorized by Section 197.3632, Florida Statutes; Authorizing the Publication of the Notice of Such Hearing; and Providing an Effective Date, was adopted.

- D. Presentation of Engineer's Report**

This item was deferred.

- E. Presentation of Master Special Assessment Methodology Report**

This item was deferred.

- F. Resolution 2023-27, Declaring Special Assessments; Indicating the Location, Nature and Estimated Cost of Those Infrastructure Improvements Whose Cost is to be Defrayed by the Special Assessments; Providing the Portion of the Estimated Cost of the Improvements to be Defrayed by the Special Assessments; Providing the Manner in Which Such Special Assessments Shall be Made; Providing When Such Special Assessments Shall be Paid; Designating Lands Upon Which the Special Assessments Shall be Levied; Providing for an Assessment Plat; Adopting a Preliminary Assessment Roll; Providing for Publication of this Resolution**

This item was deferred.

- G. Resolution 2023-28, Setting a Public Hearing for the Purpose of Hearing Public Comment on Imposing Special Assessments on Certain Property Within the District**

508 Generally Described as the Independence Community Development District in
509 Accordance with Chapters 170, 190 and 197, Florida Statutes

510 This item was deferred.

511 H. Resolution 2023-29, Authorizing the Issuance of Not to Exceed \$ _____
512 Independence Community Development District Capital Improvement Revenue Bonds,
513 in One or More Series; Approving the Form of a Master Trust Indenture; Appointing a
514 Trustee, Registrar and Paying Agent; Approving a Capital Improvement Program;
515 Authorizing the Commencement of Validation Proceedings Relating to the Bonds; and
516 Providing an Effective Date

517 This item was deferred.

518

519 **TENTH ORDER OF BUSINESS**

Staff Reports

520

521 A. District Counsel: Kutak Rock LLP

522 B. District Engineer (Interim): Avcon, Inc.

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

524 There were no Staff Reports.

525 The next meeting will be held on July 11, 2023 at 1:00 p.m., Central Time.

526

527 **ELEVENTH ORDER OF BUSINESS**

Board Members' Comments/Requests

528

529 There were no Board Members' comments or requests.

530

531 **TWELFTH ORDER OF BUSINESS**

Public Comments

532

533 No members of the public spoke.

534

535 **THIRTEENTH ORDER OF BUSINESS**

Adjournment

536

537

538 On MOTION by Ms. Sumner and seconded by Mr. Eaves, with all in favor, the
539 meeting adjourned at 9:46 a.m., Central Time.

540

541

542

543

544

545 _____
Secretary/Assistant Secretary

Chair/Vice Chair