

INDEPENDENCE

COMMUNITY DEVELOPMENT

DISTRICT

September 3, 2025

BOARD OF SUPERVISORS

SPECIAL 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

August 27, 2025

Board of Supervisors
Independence Community Development District

Dear Board Members:

The Board of Supervisors of the Independence Community Development District will hold a Special Meeting on September 3, 2025 at 2:30 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. Consider Appointment to Fill Unexpired Term of Seat 5; *Term Expires November 2026*
 - Administration of Oath of Office to Appointed Supervisor *(the following will be provided under separate cover)*
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligations and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
4. Consideration of Resolution 2025-07, Electing and Removing Officers of the District and Providing for an Effective Date
5. Consider Termination of Avcon, Inc.
6. Consideration of Interim Engineering Services Agreement [Jenkins Engineering, Inc]
7. Consider Authorization of RFQ for Engineering Services
8. Consideration of Resolution 2025-08, Designating the Location of the Local District Records Office and Providing an Effective Date
9. Acceptance of Unaudited Financial Statements as of July 31, 2025

ATTENDEES:

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

10. Approval of August 5, 2025 Public Hearing and Regular Meeting Minutes

11. Staff Reports

A. District Counsel: *Kutak Rock LLP*

B. District Engineer: *Avcon, Inc.*

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

- Property Insurance on Vertical Assets
- Form 1 Submission and Ethics Training
- NEXT MEETING DATE: October 7, 2025 at 2:30 PM (Central Time)

○ QUORUM CHECK

SEAT 1	MATT HOWELL	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	JASON EAVES	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	SOPHIE SUMNER	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	KRISTEN MILLER	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5		☐ IN PERSON	☐ PHONE	☐ NO

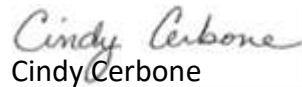
12. Board Members' Comments/Requests

13. Public Comments

14. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or Chris Conti at (724) 971-8827.

Sincerely,



Cindy Cerbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 354 2519

INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT

3

**INDEPENDENCE COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF INDEPENDENCE COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF _____

The foregoing oath was administered before me before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____, 202__, by _____, who personally appeared before me, and is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Independence Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

MAILING ADDRESS: ☐ Home ☐ Office County of Residence _____

Street Phone Fax

City, State, Zip Email Address

INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2025-07

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
INDEPENDENCE COMMUNITY DEVELOPMENT DISTRICT ELECTING
AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR
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*; and

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

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

SECTION 1. The following is/are elected as Officer(s) of the District effective September 3, 2025:

_____ is elected Chair

_____ is elected Vice Chair

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of September 3, 2025:

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

Craig Wrathell is Secretary

Cindy Cerbone is Assistant Secretary

Chris Conti Is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED this 3rd day of September, 2025.

ATTEST:

**INDEPENDENCE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT

6

INTERIM ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT (“**Agreement**”) is made and entered into this 3rd day of September, 2025, by and between:

Independence Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Okaloosa County, Florida, with a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

Jenkins Engineering, Inc., a Florida Corporation, with a mailing address of 73 Eglin Parkway N.E., Suite 203, Fort Walton Beach, Florida 32548, (“**Engineer**” and, together with the District, “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, as amended (“**Act**”); and

WHEREAS, pursuant to the Act, the District was established for the purpose of planning, finance, constructing acquiring, and/or maintaining certain infrastructure improvements and services within the District; and

WHEREAS, the District intends to employ the Engineer on an interim basis to perform engineering, surveying, planning, landscape architecture, construction administration, environmental management, and permitting, financial and economic studies, as defined by a separate work authorization; and

WHEREAS, the Engineer shall serve as District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of his services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the Parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

Article 1. Scope of Services

A. The Engineer will provide general engineering services, including:

1. Preparation of any necessary reports and attendance at meetings of the District’s Board of Supervisors.

2. Assistance in meeting with necessary parties involving bond issues, special reports, feasibility studies, or other tasks.
3. Any other items requested by the Board of Supervisors.

Article 2. Method of Authorization. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a Work Authorization, which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized. Authorization of services or projects under this Agreement shall be at the sole option of the District.

Article 3. Compensation. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods shall be utilized:

- A. Lump Sum Amount - The Parties shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished.
- B. Hourly Personnel Rates - For services or projects where the scope of services is not clearly defined, or recurring services or other projects where the District desires the use of the hourly compensation rates outlined in **Exhibit A**.

Article 4. Reimbursable Expenses. Reimbursable expenses consist of actual expenditures made by the Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.
- B. Expense of reproduction, postage, and handling of drawings and specifications.

Article 5. Term of Agreement. It is understood and agreed that this Agreement is for interim engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement by the Parties until such time as the District notifies the Engineer that it has entered into a subsequent agreement for engineering services.

Article 6. Special Consultants. When authorized in writing by the District, additional special consulting services may be utilized by the Engineer and paid for on a cost basis.

Article 7. Books and Records. The Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by the Engineer for a period of at least four (4) years from and after completion of any services hereunder. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to the Engineer.

Article 8. Ownership of Documents.

A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by the Engineer pursuant to this Agreement (“**Work Product**”) shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

B. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for the Engineer in the District’s sole discretion, to retain possession for a longer period of time. Upon early termination of the Engineer’s services hereunder, the Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. The Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District’s prior express written consent. The Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project.

C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. The Engineer hereby assigns to the District any and all rights the Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

Article 9. Accounting Records. Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

Article 10. Reuse of Documents. All documents including drawings and specifications furnished by the Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by the District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by the Engineer will be at the District's sole risk and without liability or legal exposure to the Engineer.

Article 11. Estimate of Cost. Since the Engineer has no control over the cost of labor, materials, or equipment or over a contractor's(s') methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but the Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

Article 12. Insurance. Subject to the provisions of this Article, the Engineer shall maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$1,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Engineer shall, without interruption, and at the District's option, maintain the insurance for at least three (3) years after the one-year anniversary of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of

insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

Article 13. Contingent Fee. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 14. Compliance with Governmental Regulations. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees or anyone directly or indirectly employed by the Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Engineer fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation of an alleged violation, made by any local, State or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Engineer or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

Article 15. Compliance with Professional Standards. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees or anyone directly or indirectly employed by Engineer, shall maintain the highest standard of care, skill, diligence and professional competency for such work and/or services. Any designs, drawings, reports or specifications prepared or furnished by the Engineer that contain errors, conflicts or omissions will be promptly corrected by Engineer at no cost to the District.

Article 16. Audit. The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of four (4) years after expenditure of funds under this

Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to this Agreement. The Engineer agrees that payment made under this Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three (3) years after completion of all work under this Agreement.

Article 17. Indemnification. The Engineer agrees, to the fullest extent permitted by law, to indemnify, defend, and hold the District harmless of and from any and all liabilities, claims, causes of action, demands, suits, or losses arising from the negligent acts, errors or omissions of the Engineer, Engineer's agents or employees, in the performance of professional services under this Agreement. Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to section 768.28, *Florida Statutes*.

Article 18. Public Records. The Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to Section 119.0701, *Florida Statutes*. Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement term and following this Agreement term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in the Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. The Engineer acknowledges that the designated Public Records Custodian for the District is **Craig Wrathell**.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431, (561) 571-0010, AND E-MAIL WRATHELLC@WHHASSOCIATES.COM.

Article 19. Notices. All notices, requests, consents, and other communications hereunder (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

A. If to the District: Independence Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kutak Rock, LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Engineer: Jenkins Engineering, Inc.
73 Eglin Parkway N.E., Suite 203
Fort Walton Beach, Florida 32548
Attn: _____

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Parties may deliver Notice on behalf of the Parties. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

Article 20. Employment Verification. The Engineer agrees that it shall bear the responsibility for verifying the employment status under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

Article 21. Controlling Law. The Parties agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue shall be in Okaloosa County, Florida.

Article 22. Assignment. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such

independent professional associates and consultants as the Engineer deems appropriate, pursuant to Article 6 herein.

Article 23. Termination. The District and the Engineer may terminate this Agreement without cause upon notice. At such time as the Engineer receives notification by the District to terminate this Agreement, the Engineer shall not perform any further services unless directed to do so by the Board of Supervisors. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential or other damages of any kind (including, but not limited to, lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

Article 24. Recovery of Costs and Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

Article 25. Agreement. This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation of any of the provisions of this Agreement.

Article 26. Independent Contractor. The District and Engineer agree and acknowledge that Engineer shall serve as an independent contractor of the District. Neither Engineer nor employees of Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of Engineer, if any, in the performance of this Agreement. Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

Article 27. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

Article 28. E-Verify Requirements. The Engineer shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Engineer shall register with and use the United States Department of

Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Engineer has knowingly violated Section 448.091, *Florida Statutes*. If the Engineer anticipates entering into agreements with a subcontractor for the Work, Engineer will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Engineer shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Engineer has otherwise complied with its obligations hereunder, the District shall promptly notify the Engineer. The Engineer agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Engineer or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, the Engineer represents that no public employer has terminated a contract with the Engineer under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

Article 29. Compliance with Section 20.055, Florida Statutes. The Engineer agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

Article 30. Acceptance. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

[SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused these present to be executed the day and year first above written.

ATTEST:

**INDEPENDENCE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

JENKINS ENGINEERING, INC.

Witness

By: _____
Its: _____

Exhibit A
RATE SCHEDULE



Jenkins Engineering, Inc.

73 Eglin Pkwy NE
Suite 203
Fort Walton Beach, FL 32548
850-837-2448

STANDARD FEE SCHEDULE
January 2025

<u>Staff Member</u>	<u>Rate/Hour</u>
Principal	\$ 200 .00
Senior Professional Engineer	\$ 175.00
Junior Engineer	\$ 125.00
Project Designer	\$ 125.00
Engineering Technician	\$ 75.00
Administration	\$ 75.00

Reproduction Cost

24" x 36" full size plots – Black and White	\$2.00 / sheet
24" x 36" full size plots – Color	\$5.00 / sheet

Jenkins Engineering, Inc. will review hourly rates on a yearly basis and adjust billable rates as necessary. If applicable, mileage will be charged at the Federal government allowable rate. Reproduction costs will be billed monthly based upon the number of sheets plotted. All other direct expenses attributable to the project will be charged to the Client at cost.

September 3, 2025

Independence Community Development District
Okaloosa County, Florida

Subject: **Work Authorization Number 1**
 Independence Community Development District

Dear Board of Supervisors:

Jenkins Engineering, Inc. is pleased to submit this work authorization to provide engineering services for the Independence Community Development District ("**District**"). We will provide these services pursuant to our current agreement dated September 3, 2025 ("**Interim Engineering Agreement**") as follows:

I. Scope of Work

The District will engage the services of Jenkins Engineering, Inc., as Interim Engineer to prepare any necessary reports and attend and participate in meetings of the District's Board of Supervisors and bond validation proceedings regarding the District as requested by the District.

II. Fees

The District will compensate Jenkins Engineering, Inc., pursuant to the hourly rate schedule contained in the Interim Engineering Agreement in accordance with the terms of the Interim Engineering Agreement. The District will reimburse Jenkins Engineering, Inc. for all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Interim Engineering Agreement.

This proposal, together with the Interim Engineering Agreement, represents the entire understanding between the District and Jenkins Engineering, Inc., with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering Jenkins Engineering, Inc. We look forward to working with you.

Sincerely,
Jenkins Engineering, Inc.

Name: _____
Authorized Representative

APPROVED AND ACCEPTED

By: _____
Chairperson, Independence
Community Development District

INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT

7

**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 July 24, 2025 to the attention of Cindy Cerbone 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).

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

8

RESOLUTION 2025-08

**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 2025-231, Laws of Florida, and Chapter 189, Florida Statutes, being situated entirely within Lee 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, Florida Statutes, and Chapter 2025-231(5)(8), Laws of Florida.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF
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 3rd day of September, 2025.

ATTEST:

**INDEPENDENCE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JULY 31, 2025**

**INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JULY 31, 2025**

	General Fund	Total Governmental Funds
ASSETS		
Cash	\$ 12,108	\$ 12,108
Due from Landowner	1,400	1,400
Due from 68 Ventures	2,460	2,460
Total assets	<u>15,968</u>	<u>15,968</u>
LIABILITIES AND FUND BALANCES		
Liabilities:		
Accounts payable	\$ 11,800	\$ 11,800
Landowner advance	6,000	6,000
Total liabilities	<u>17,800</u>	<u>17,800</u>
DEFERRED INFLOWS OF RESOURCES		
Deferred receipts	3,860	3,860
Total deferred inflows of resources	<u>3,860</u>	<u>3,860</u>
Fund balances:		
Unassigned	(5,692)	(5,692)
Total fund balances	<u>(5,692)</u>	<u>(5,692)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 15,968</u>	<u>\$ 15,968</u>

**INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JULY 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 2,089	\$ 21,770	\$ 98,790	22%
Total revenues	<u>2,089</u>	<u>21,770</u>	<u>98,790</u>	22%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	2,000	20,000	48,000	42%
Legal	730	730	25,000	3%
Engineering	-	-	2,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	-	-	1,000	0%
EMMA software service*	-	-	1,000	0%
Trustee*	-	-	5,500	0%
Telephone	17	167	200	84%
Postage	10	84	500	17%
Printing & binding	42	417	500	83%
Legal advertising	154	154	1,750	9%
Annual special district fee	-	175	175	100%
Insurance	-	5,200	5,500	95%
Contingencies/bank charges	91	898	750	120%
Website hosting & maintenance	-	705	705	100%
Website ADA compliance	-	210	210	100%
Total expenditures	<u>3,044</u>	<u>28,740</u>	<u>98,790</u>	29%
Excess/(deficiency) of revenues over/(under) expenditures	(955)	(6,970)	-	
Fund balances - beginning	(4,737)	1,278	-	
Fund balances - ending	<u>\$ (5,692)</u>	<u>\$ (5,692)</u>	<u>\$ -</u>	

*These items will be realized when bonds are issued

INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT
MINUTES OF MEETING
INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Independence Community Development District held a Public Hearing and a Regular Meeting on August 5, 2025 at 2:30 p.m. (Central Time), at the Holiday Inn Express & Suites, 125 Cracker Barrel Road, Crestview, Florida 32536-2230.

Present:

Sophie Sumner	Assistant Secretary
Jason Eaves	Assistant Secretary
Kristen Miller	Assistant Secretary

Also present:

Cindy Cerbone	District Manager
Chris Conti	Wrathell, Hunt and Associates, LLC
Katie Buchanan (via telephone)	District Counsel
Bob Jacobs (via telephone)	DR Horton
Chole Kelly (via telephone)	68 Ventures
Kat Holladay (via telephone)	68 Ventures

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Conti called the meeting to order at 2:30 p.m., Central Time.

Supervisors Sumner, Miller and Eaves were present. Supervisors Howell and Isakson were not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Acceptance of Resignation of Robert Isakson

On MOTION by Mr. Eaves and seconded by Ms. Sumner, with all in favor, the resignation of Robert Isakson from Seat 5, was accepted.
--

FOURTH ORDER OF BUSINESS

**Consider Appointment to Fill Unexpired
Term of Seat 5; Term Expires November
2026**

This item was deferred.

- **Administration of Oath of Office to Appointed Supervisor (the following will be provided under separate cover)**
- A. Required Ethics Training and Disclosure Filing**
 - **Sample Form 1 2023/Instructions**
- B. Membership, Obligations and Responsibilities**
- C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers**

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2025-05,
Electing and Removing Officers of the
District and Providing for an Effective Date**

Mr. Conti presented Resolution 2025-05. Ms. Miller nominated the following:

Kristen Miller	Chair
Matt Howell	Vice Chair
Sophie Sumner	Assistant Secretary
Jason Eaves	Assistant Secretary

No other nominations were made.

This Resolution removes the following from the Board:

Robert Isakson	Chair
----------------	-------

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

Craig Wrathell	Secretary
Cindy Cerbone	Assistant Secretary
Chris Conti	Assistant Secretary
Craig Wrathell	Treasurer
Jeff Pinder	Assistant Treasurer

On MOTION by Ms. Sumner and seconded by Mr. Eaves, with all in favor, Resolution 2025-05, Electing, as nominated, and Removing Officers of the District and Providing for an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS**Public Hearing on Adoption of Fiscal Year 2025/2026 Budget****A. Affidavit of Publication****B. Consideration of Resolution 2025-06, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026; Authorizing Budget Amendments; and Providing an Effective Date**

Mr. Conti presented Resolution 2025-06. He reviewed the proposed Fiscal Year 2026 budget, highlighting increases, decreases and adjustments, compared to the Fiscal Year 2025 budget, and explained the reasons for any changes. Ms. Cerbone stated that this is a Landowner-contribution budget, with expenses funded as they are incurred.

On MOTION by Mr. Eaves and seconded by Ms. Sumner, with all in favor, the Public Hearing was opened.

No affected property owners or members of the public spoke.

On MOTION by Ms. Miller and seconded by Mr. Eaves, with all in favor, the Public Hearing was closed.

On MOTION by Ms. Miller and seconded by Ms. Sumner, with all in favor, Resolution 2025-06, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS**Consideration of Fiscal Year 2026 Budget Funding Agreement**

Mr. Conti presented the Fiscal Year 2026 Budget Funding Agreement.

On MOTION by Mr. Eaves and seconded by Ms. Miller, with all in favor, the Fiscal Year 2026 Budget Funding Agreement, was approved.

EIGHTH ORDER OF BUSINESS

Consideration of Goals and Objectives Reporting FY2026 [HB7013 - Special Districts Performance Measures and Standards Reporting]

- **Authorization of Chair to Approve Findings Related to 2025 Goals and Objectives Reporting**

Mr. Conti presented the Goals and Objectives Reporting for Fiscal Year 2026 and noted that the Chair needs to be authorized to approve the Fiscal Year 2025 Goals and Objectives Report.

On MOTION by Ms. Sumner and seconded by Ms. Miller, with all in favor, the Goals and Objectives Reporting for Fiscal Year 2026 and authorizing the Chair to approve the findings in the 2025 Goals and Objectives Reporting, were approved.

NINTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of June 30, 2025

On MOTION by Ms. Miller and seconded by Mr. Eaves, with all in favor, the Unaudited Financial Statements as of June 30, 2025, were accepted.

TENTH ORDER OF BUSINESS

Approval of Minutes

- A. **August 5, 2024 Public Hearing and Regular Meeting**
- B. **June 3, 2025 Regular Meeting**

On MOTION by Ms. Sumner and seconded by Ms. Miller, with all in favor, the August 5, 2024 Public Hearing and Regular Meeting Minutes and the June 3, 2025 Regular Meeting Minutes, both as presented, were approved.

ELEVENTH ORDER OF BUSINESS

Staff Reports

- A. **District Counsel: Kutak Rock LLP**

There was no report.

B. District Engineer: Avcon, Inc.

Ms. Cerbone noted interest in discussing District Engineering services in the future.

Ms. Cerbone discussed the bond validation and issuance process, and the reports and documents that will be needed in order to start the process. This could be a four-to-six-month process. She suggested holding a meeting in September so that the process can start.

On MOTION by Mr. Eaves and seconded by Ms. Sumner, with all in favor, scheduling a meeting for September 3, 2025 at 2:30 p.m., was approved.

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

- **Property Insurance on Vertical Assets**

Ms. Cerbone stated this is a placeholder reminder that securing property insurance for the CDD's vertical assets, needs to be considered once they are constructed.

- **Form 1 Submission and Ethics Training**

Ms. Cerbone reminded the Board to file Form 1 and to complete the required four hours of ethics training.

- **Hard Copy Agendas vs Tablets**

The Board prefers to receive hard copy agendas.

- **NEXT MEETING DATE: October 7, 2025 at 2:30 PM (Central Time**

- **QUORUM CHECK**

The next meeting will be on September 3, 2025, rather than on October 7, 2025.

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

There were no Board Members' comments or requests.

THIRTEENTH ORDER OF BUSINESS**Public Comments**

No members of the public spoke.

FOURTEENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Eaves and seconded by Ms. Sumner, with all in favor, the meeting adjourned at 2:50 p.m. (Central Time).

190
191
192
193
194

Secretary/Assistant Secretary

Chair/Vice Chair

INDEPENDENCE
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

INDEPENDENCE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>Holiday Inn Express & Suites, 125 Cracker Barrel Road, Crestview, Florida 32536-2230</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 7, 2025	Regular Meeting	2:30 PM (CT)
November 4, 2025	Regular Meeting	2:30 PM (CT)
December 2, 2025	Regular Meeting	2:30 PM (CT)
January 6, 2026	Regular Meeting	2:30 PM (CT)
February 3, 2026	Regular Meeting	2:30 PM (CT)
March 3, 2026	Regular Meeting	2:30 PM (CT)
April 7, 2026	Regular Meeting	2:30 PM (CT)
May 5, 2026	Regular Meeting	2:30 PM (CT)
June 2, 2026	Regular Meeting	2:30 PM (CT)
July 7, 2026	Regular Meeting	2:30 PM (CT)
August 4, 2026	Regular Meeting	2:30 PM (CT)
September 1, 2026	Regular Meeting	2:30 PM (CT)