



Rizzetta & Company

Somerset Community Development District

Board of Supervisors' Special Meeting March 23, 2021

**District Office:
120 Richard Jackson Blvd, Suite 220
Panama City Beach, Florida 32407
850-334-9055**

**SOMERSET COMMUNITY
DEVELOPMENT DISTRICT AGENDA
SOMERSET COMMUNITY DEVELOPMENT DISTRICT**

Alys Beach Office Building 1, 84 Elbow Road, Alys Beach, FL 32461
March 23, 2021, at 11:00 a.m.

District Board of Supervisors	Andrew O'Connell	Chairman
	John Rosenberg	Vice Chairman
	George Hartley	Assistant Secretary
	Tonya Pippin	Assistant Secretary
	Tom Dodson	Assistant Secretary
District Manager	Kimberly O'Mera	Rizzetta & Company, Inc
District Counsel	Tucker Mackie	Kutak Rock LLP
District Engineer	Jim Martelli	Innerlight Engineering

**All Cellular phones and pagers must be turned off while in the meeting room.
The District Agenda is comprised of five different sections:**

The **special** meeting will begin promptly at **11:00 a.m.** with the first section which is called **Audience Comments on Agenda Items**. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. **IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING.** The second section is called **Business Administration**. The Business Administration section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called **Staff Reports**. This section allows the District Manager, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The fourth section is called **Business Items**. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. If any member of the audience would like to speak on one of the business items, they will need to register with the District Manager prior to the presentation of that agenda item. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (850) 334-9055 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The final section is called **Supervisor Requests and Audience Comments**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs and provides members of the audience the opportunity to comment on matters of concern to them that were not addressed during the meeting.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (850) 334-9055, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same 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.

SOMERSET COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE • PANAMA CITY BEACH, FL 32407
MAILING ADDRESS • 3434 COLWELL AVENUE, SUITE 200, TAMPA, FL 33614
<http://somersetcdd.org/>

March 16, 2022

**Board of Supervisors
Somerset Community
Development District**

AGENDA

Dear Board Members:

A Special Meeting of the Board of Supervisors of the Somerset Community Development District will be held on **Wednesday, March 23, 2022, at 11:00 a.m. (Central Time)** at the Alys Beach Office Building 1 located at 84 Elbow Beach Road, Alys Beach, FL 32461. The following is the Agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
 - A.** Consideration of Minutes of the Board of Supervisors' Meeting Held on November 8, 2021..... Tab 1
 - B.** Ratification of Operation and Maintenance Expenditures for October 2021 – January 2022..... Tab 2
- 4. BUSINESS ITEMS**
 - A.** Consideration of Bond Refunding Items
 - i.** Consideration of Engagement for Underwriting Services.....Tab 3
 - ii.** Presentation of Preliminary Assessment Methodology Report..... Tab 4
 - iii.** Consideration of Bond Counsel Agreement..... Tab 5
 - iv.** Consideration of Resolution 2022-03, Bond Delegation Resolution.....Tab 6
 - B.** Consideration of Resolution 2022-04, Updates to Prompt Payment Policy.....Tab 7
 - C.** Presentation of Reserve Study Report – Custom Reserves, LLC.....Tab 8
 - D.** Ratification of First Amendment to Irrigation System Pump Station Maintenance Services Agreement – Mills Supply.....Tab 9
 - E.** Discussion of Responsibility for Power Meters Associated with Components Maintenance by the District and Review of Meter Audit.....Tab 10
 - F.** Discussion of Walton County Right of Way Maintenance Agreement.....Tab 11
 - G.** Consideration of Facility Maintenance Invoices
 - i.** Alys Beach Resorts..... Tab 12
 - ii.** Alys Beach Neighborhood Association, Inc..... Tab 13
 - H.** Consideration of Slip Lane Project Proposals
 - i.** Change Order for Completed Slip Lane Project..... Tab 14
 - ii.** Slip Lane Widening Project Between Blocks QQ and S – Alys Beach Construction..... Tab 15
 - iii.** Paver Repair at S Castle Harbor Intersection – Alys Beach Construction..... Tab 16

- I. Consideration of Lighting Repairs
 - i. Consideration of Street Light Design and Design Expense.....Tab 17
 - ii. Consideration of Pedestrian Pathway Lighting Repairs.....Tab 18
 - iii. Consideration of Street Lighting Repairs/Replacements.....Tab 19
- J. Consideration of Resolution 2022-05, Designating a Registered Agent.....Tab 20
- K. Consideration of Resolution 2022-06, Setting a Landowner Election.....Tab 21
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - i. Consideration of Proposal for Stormwater Analysis.....Tab 22
 - C. District Manager
 - i. District Manager Report.....(*under separate cover*)
- 6. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**
- 7. ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call me at 850-334-9055.

Sincerely,
Kimberly O'Mera
Kimberly O'Mera
District Manager

CALL TO ORDER / ROLL CALL

AUDIENCE COMMENTS ON AGENDA ITEMS

BUSINESS ADMINISTRATION

Tab 1

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

November 8, 2021, Minutes of Meeting

Page 1

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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.

SOMERSET
COMMUNITY DEVELOPMENT DISTRICT

The regular special meeting of the Board of Supervisors of the Somerset Community Development District was held on **Monday, November 8, 2021, at 2:00 p.m. Central Time** at the Alys Beach Office Building 2 located at 84 Elbow Road, Alys Beach, FL 32461.

Present and constituting a quorum:

Andrew O'Connell	Board Supervisor, Chairman
John Rosenburg	Board Supervisor, Vice Chairman
Tom Dodson	Board Supervisor, Assistant Secretary
Tonya Pippin	Board Supervisor, Assistant Secretary

Also present were:

Kimberly O'Mera	District Manager, Rizzetta & Company, Inc.
Tucker Mackie	District Counsel, Hopping Green & Sams, P.A.
	<i>(Via Speakerphone)</i>
Jim Martelli	District Engineer, Innerlight Engineering
Mike Dombrowski	MRD Associates
	<i>(Via Speakerphone)</i>
Tess Howard	Alys Beach Resorts
	<i>(Via Speakerphone)</i>
Scott Buchewicz	Alys Beach Resorts
Audience	None present

FIRST ORDER OF BUSINESS

Call to Order

Ms. O'Mera called the meeting to order at 2:03 p.m. and read the roll call, confirming a quorum for the meeting.

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

November 8, 2021, Minutes of Meeting

Page 2

SECOND ORDER OF BUSINESS

Audience Comments on Agenda

There were no audience comments.

THIRD ORDER OR BUSINESS

**Consideration of the Minutes of the
Board of Supervisors' Meeting Held
on August 9, 2021**

On a motion by Mr. O'Connell, seconded by Mr. Dodson, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors' Meeting, held on August 9, 2021, for Somerset Community Development District.

FOURTH ORDER OF BUSINESS

**Ratification of Operation and
Maintenance Expenditures for June –
September 2021**

Ms. O'Mera reviewed the Operation and Maintenance Expenditures for June, July, August, and September 2021 with the Board. The June expenditures include an invoice from Alys Beach Resorts in the amount of \$1,380.00 for a stucco wall repair. This repair was determined to be a Homeowners' Association expense and will be removed. The September 2021 expenditures included a reconciliation of aged invoices from Alys Beach Resorts not previously submitted for payment.

Mr. O'Connell asked for clarification of four (4) invoices in the June expenditures from Innerlight Engineering and to confirm billing is up to date. Mr. Martelli confirmed the billing is up to date. Ms. O'Mera expounded on invoice 5202 dated 5/24/2021 from Innerlight Engineering which was for day-to-day Engineering services for the District and exhibits for the Memorandum of Understanding.

On a motion by Mr. O'Connell, seconded by Mr. Hartley, with all in favor, the Board of Supervisors ratified the Operation and Maintenance Expenditures for June 2021 in the amount of \$42,410.52, July 2021 in the amount of \$48,265.89, August 2021 in the amount of \$17,883.49, and September 2021 in the amount of \$78,601.72, for Somerset Community Development District.

FIFTH ORDER OF BUSINESS

**Consideration of Palm Tree
Maintenance Proposal – Rips
Professional Lawn Care**

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

November 8, 2021, Minutes of Meeting

Page 3

Ms. O'Mera presented and reviewed the Palm Tree Maintenance Proposal from Rips Professional Lawn Care. Discussion ensued.

On a Motion by Mr. O'Connell, seconded by Mr. Rosenberg, with all in favor, the Board of Supervisors tabled this proposal, until additional information is received including a second proposal, for Somerset Community Development District.

SIXTH ORDER OF BUSINESS

**Ratification of Fiscal Year 2021-2022
Insurance Policy**

Ms. O'Mera presented and reviewed the Fiscal Year 2021-2022 Insurance Policy with the Board with a discussion of changes to the property schedule.

On a Motion by Mr. O'Connell, seconded by Mr. Dodson, with all in favor, the Board of Supervisors ratified approval of the Fiscal Year 2021-2022 Insurance Policy in the amount of \$15,394.00, for Somerset Community Development District.

SEVENTH ORDER OF BUSINESS

**Ratification of Fiscal Year 2021-2022
Dune Maintenance Agreement – Dune
Doctors**

Ms. O'Mera presented and reviewed the Fiscal Year 2021-2022 Dune Maintenance Agreement with the Board.

On a Motion by O'Connell, seconded by Mr. Dodson, with all in favor, the Board of Supervisors, ratified the Fiscal Year 2021-2022 Dune Maintenance Agreement in the amount of \$72,480.00, for Somerset Community Development District.

EIGHTH ORDER OF BUSINESS

**Ratification of Landscape
Maintenance Agreement – Rips
Professional Lawn Care**

Ms. O'Mera presented and reviewed the Landscape Maintenance Agreement with Rips Professional Lawn Care, located behind Tab 6 of the Agenda.

On a Motion by O'Connell, seconded by Mr. Rosenberg, with all in favor, the Board of Supervisors, ratified Landscape Maintenance Agreement - Rips Professional Lawn Care, for Somerset Community Development District.

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

November 8, 2021, Minutes of Meeting

Page 4

NINTH ORDER OF BUSINESS

Discussion of Beach and Dune Restoration Feasibility Study – Monitoring Surveys, Analysis and Report

Ms. O'Mera turned discussion over to Mr. O'Connell on the Beach and Dune Restoration Feasibility Study Monitoring Surveys, Analysis and Report, and the Beach Dune Restoration Feasibility Study dated September 21, 2021, from MRD Associates, located behind Tab 7 of the agenda.

Mr. O'Connell gave an overview of the proposed agreement and the Feasibility Study provided. He noted that the executive summary within the Feasibility Study states that the dune nourishment project consists of replacing approximately 1,500 cubic yards of beach-compatible sand to restore the storm-related damage at the base of the dune with a preliminary cost estimate of that alternative in the amount of \$80,000.00. The estimated cost to repair the beach with 1,500-foot beach fill is \$11 million, and if they use 4,500-foot beach fill is estimated to cost \$24 million. Mr. O'Connell stated that it was his understanding that while the District has the authority to renourish the beach, it is not obligated to fund those repairs and that the District does have a responsibility to renourish the dunes. Mr. O'Connell asked Ms. Howard if Alys Beach is requesting that the District pay the proposed \$42,000.00 as presented.

Ms. Howard stated that it is her understanding of the Memorandum of Understanding (MOU) that the District is responsible for beach restoration, should it become necessary. Since the monitoring is pertaining to potential restoration, the monitoring and reporting would reasonably be a District expense. Ms. Howard stated there should be no compromising of the ownership and private nature of the beach should the District fund the Study or future projects, and inquired if the MOU should be amended so that there is no misunderstanding of beach ownership and responsibility for beach renourishment or dune restoration. Mr. O'Connell agreed with Ms. Howard on a potential amendment to the MOU. He pointed out that there is an Interlocal Agreement between the District and Walton County that says that the CDD has the authority but not the obligation to perform restoration of the beach.

Ms. Mackie stated that the initial Engineer's Report included beach renourishment and dune restoration as part of the overall project that the District could undertake within the Districts' boundaries. The Interlocal Agreement with Walton County was written in such a way that Walton County could not dictate that the District must renourish the beach or restore the dunes but that the District has the authority to do so. Moreover, the MOU is written in such a way that conforms with the Engineer's Report, the Interlocal Agreement, and the Declaration of Covenants of the Homeowners' Association (HOA) such that the District would agree to be responsible for beach renourishment and dune restoration to the extent that it was necessary for the preservation of property. Further, the MOU says that if the

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

November 8, 2021, Minutes of Meeting

Page 5

restoration were purely for aesthetic reasons, it would be an HOA responsibility. Between the HOA and the CDD into perpetuity, the MOU intends to determine whose bucket the beach renourishment and dune restoration fall into. In reference to responsibility, the District still has the discretion to determine whether or not it will undertake one or both of those events, when it should, and if it is necessary. It could be that the report is looking to more in terms of property preservation and beach preservation than it is aesthetic reasons; as such, it could be a District responsibility despite the fact that the beach is privately owned. If the District were to find itself in a position in the future where it has to determine whether or not to undertake actual restoration or renourishment, it still has the discretion to determine whether or not to do so. In the event that the property is still owned at such point in time by EBSCO or the HOA, by way of being property owners, they may always independently undertake the project(s) if the District decides that it is not necessary, not time to complete the project(s), or doesn't have the funds and unable to do so for a number of years.

Ms. Mackie clarified that the District has the discretion to determine if they will pay for the report or undertake the repairs because the District has the authority given by Walton County. Moreover, because this is for the public purpose of preserving the property beyond the beach, this is a District eligible project if we were to undertake it, without compromising the private nature of the beach as it is today.

Mr. O'Connell asked Ms. Mackie about amending the MOU so that Alys Beach (HOA) controls the beach while the District retains responsibility and control of the dunes. Ms. Mackie, while deferring to Mr. Marelli and Mr. Dombrowski for input, expressed that it might present a challenge where you could draw the line on what beach renourishment is versus dune restoration.

Ms. Howard inquired about the purpose of amending the MOU since the District can take part in the restoration or renourishment without compromising the private status of the beach. Ms. Howard asked Ms. Mackie if there were any obligations now that the District had been provided the report prepared by a third party professional illustrating that it is necessary to preserve the recreational aspect of the beach, and that is not considered aesthetic. Ms. Howard inquired about funding preparations such as building reserves for the potential for that a project may be required in 5, 10, or 20 years (unknown).

Ms. Mackie wanted to clarify that just because it is in the MOU, the District is not obligated to undertake that renourishment or restoration at the exercise at the demand of the HOA or the Landowner. Since a beach renourishment project is estimated at \$24 million, this was not something the District could build reserves for. The District would be required to find other ways of procuring financing if it were to fund the renourishment. Ms. Howard clarified that if her understanding of the report was correct, the potential renourishment is estimated at \$24 million. However, it would span beyond their property and involve participation from neighboring property owners. Mr. Dombrowski agreed with Ms. Howard's understanding.

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

November 8, 2021, Minutes of Meeting

Page 6

185 Mr. O'Connell stated that the District is not in a position to fund a project as large as \$11
186 million this year or the next few years. Mr. O'Connell expressed the need for a mutual
187 understanding between the District, HOA, and Developer that the District has the authority
188 but not the obligation to fund a beach renourishment. Ms. Mackie offered that the District
189 may say that they, for example, could fund a portion of the cost, and the Landowner would
190 fund the remainder.

191
192 Mr. O'Connell stated that the Board increased the budget to fund the future dune
193 renourishment and bring the reserves to where they should be within three years. General
194 discussion ensued amongst the Board, with Mr. Rosenberg and Mr. Dodson expressing
195 support of the report and the need to plan for future projects.

196
197 Mr. Dombrowski explained to the Board that the monitoring would occur from the top of the
198 dune all the way offshore; it would be all-inclusive of beach and dunes. Mr. O'Connell asked
199 if Dune Doctors were monitoring this as well. Mr. Dombrowski stated that Dune Doctors is
200 looking at the biological and ecological side of the dunes and the vegetation. While Dune
201 Doctors may also be doing some preliminary assessment, this is actually quantifying the
202 losses of sand from both the beach and dune system.

203
204 Mr. Dombrowski stated that as the beach narrows, the vulnerability of the dunes increases.
205 As such, the two are connected to an extent. Ms. Howard inquired if a beach renourishment
206 would ever occur without first restoring the dunes. Mr. Dombrowski stated that the beach
207 renourishment would provide the base to restore the dune system. If the dunes were
208 completed first, they would still be vulnerable at the base, and you may not have enough
209 room on the dry beach to extend the toe of the dune intersecting that dry beach. Depending
210 on how much erosion has occurred at the toe of the dune, a beach restoration would come
211 first.

212
213 Discussion ensued on Workshops for planning future funding the renourishment of the
214 beach and dunes should the need arise. Ms. O'Mera asked Mr. Dombrowski if he would
215 have an update for the Board at the next meeting on February 14, 2022; he agreed that he
216 could provide an update if desired.

217
218 Mr. Dombrowski gave an overview of the feasibility study and monitoring and the benefits
219 of partnering with neighboring beaches to reduce costs for renourishment projects. Ms.
220 Mackie requested that the District be added as a party to the contract with MRD Associates.

221
222
223

On a Motion by Mr. O'Connell, seconded by Mr. Rosenberg, with all in favor, the Board of Supervisors, approved the proposed agreement with the District being added as a party to the agreement and paying the fees and expenses for October 2022 in the
--

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

November 8, 2021, Minutes of Meeting

Page 7

amount of \$11,000.00 and May/June 2023 in the amount of \$11,000.00, as well as any costs incurred by the CDD in requesting meetings or additional reports from MRD Associates, for Somerset Community Development District.

TENTH ORDER OF BUSINESS

**Public Hearing to Consider the
Amended and Restated Rules of
Procedure**

On a Motion by Mr. Rosenberg, seconded by Ms. Pippin, with all in favor, the Board of Supervisors opened a Public Hearing to Consider the Amended and Restated Rules of Procedure, for Somerset Community Development District.

ELEVENTH ORDER OF BUSINESS

**Audience Comments on the
Amended and Restated Rules of
Procedure**

Ms. O'Mera asked for audience comments. No audience comments were given.

On a Motion by Mr. O'Connell, seconded by Mr. Rosenberg, with all in favor, the Board of Supervisors closed the Public Hearing to Consider the Amended and Restated Rules of Procedure, for Somerset Community Development District.

TWELFTH ORDER OF BUSINESS

**Consideration of Resolution 2022-01,
Adopting Amended and Restated
Rules of Procedure**

Ms. O'Mera turned over the presentation to Ms. Mackie. Ms. Mackie presented and reviewed the Amended and Restated Rules of Procedure with the Board.

On a Motion by Mr. O'Connell, seconded by Mr. Dodson, with all in favor, the Board of Supervisors adopted Resolution 2022-01, Adopting Amended and Restated Rules of Procedure, for Somerset Community Development District.

THIRTEENTH ORDER OF BUSINESS

**Consideration of Resolution 2022-02,
Amending the Fiscal Year 2020-2021
Budget**

Ms. O'Mera reviewed Resolution 2022-02 and the Proposed Amended Budget for Fiscal Year 2020-2021 with the Board with a recommendation of the following additional changes to line items within the proposed amended budget:

- Balance Forward (General Fund): \$99,258.00

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

November 8, 2021, Minutes of Meeting

Page 8

- Capital Reserves (Reserves Fund): \$270,667.00

On a Motion by Mr. O'Connell, seconded by Mr. Dodson, with all in favor, the Board of Supervisors adopted Resolution 2022-02, Amending the Fiscal Year 2020-2021 Budget, with changes, for Somerset Community Development District.

FOURTEENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

1. Update on Transition – Hopping Green and Sams

Ms. Mackie gave an overview of the transition of Hopping Green and Sams and the Fee Agreement with Kutak Rock.

On a Motion by Mr. O'Connell, seconded by Mr. Dodson, with all in favor, the Board of Supervisors approved Alternative #1 presented within the Transition Letter, for Somerset Community Development District.

On a Motion by Mr. Rosenberg, seconded by Mr. Dodson, with all in favor, the Board of Supervisors authorized the Chairman to sign the Fee Agreement with Kutak Rock LLP, for Somerset Community Development District.

B. District Engineer

Mr. Martelli had no report.

C. Facilities Manager

Mr. Buchewicz gave an overview of maintenance completed and open work orders beginning October 1, 2021, under the Facilities Management Agreement with Alys Beach Resorts. There is a work order for trimming of hangers on palm trees in May/June.

Mr. Buchewicz shared with the Board that there were four (4) streetlights and poles that required replacement at a total cost of \$21,103.00. Discussion ensued regarding the cost and lifespan of the streetlights and poles. The Board would like replacement options to reduce the cost of the replacement of the four (4) lights and poles, and future replacements.

On a Motion by Mr. O'Connell, seconded by Mr. Dodson, with all in favor, the Board of Supervisors approved a not-to-exceed in the amount of \$21,103.00 to replace the four (4) streetlights and poles, for Somerset Community Development District.

D. District Manager

1. Presentation of District Management Report

Ms. O'Mera advised that the next meeting of the Board of Supervisors will be November 14, 2022, at 2:00 p.m. Audit completion is June 30, 2022, and the next Election will be held in November 2022, with Seats 2, 4, and 5 expiring.

SEVENTEENTH ORDER OF BUSINESS

Supervisor Requests

Mr. O'Connell asked Ms. Howard about the timing of identifying a location for the waste compactor. Ms. Howard stated they are still exploring and estimates that they may have an answer in the next 3-4 months. Mr. Rosenberg stated the roll-up figures have doubled.

EIGHTEENTH ORDER OF BUSINESS

Adjournment

<p>On a Motion by Mr. O'Connell, seconded by Mr. Dodson, with all in favor, the Board of Supervisors adjourned the meeting at 3:50 pm (CST), for the Somerset Community Development District.</p>

Secretary/Assistant Secretary

Chairman/ Vice Chairman

Tab 2

BUSINESS ITEMS

Tab 3

Tab 4

Tab 5

Tab 6

Tab 7

RESOLUTION 2022-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOMERSET COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, *FLORIDA STATUTES*; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

WHEREAS, the Board of Supervisors of the District (“Board”) accordingly finds that it is in the best interest of the District to establish by resolution Prompt Payment Policies and Procedures as may be amended or updated from time to time for immediate use and application.

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

SECTION 1. The Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend or replace them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board. The Prompt Payment Policies and Procedures hereby adopted supplant and replace any previously adopted Prompt Payment Policies and Procedures.

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 23rd day of March, 2022.

ATTEST:

**SOMERSET COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Prompt Payment Policies and Procedures

EXHIBIT A

**SOMERSET COMMUNITY
DEVELOPMENT DISTRICT**

Prompt Payment Policies and Procedures

**In Accordance with the Local Government Prompt Payment Act
Chapter 218, Part VII, *Florida Statutes***

March 23, 2022

Somerset Community Development District
Prompt Payment Policies and Procedures

Table of Contents

I.	Purpose	1
II.	Scope	1
III.	Definitions	1
	A. Agent	1
	B. Construction Services	1
	C. Contractor or Provider of Construction Services	1
	D. Date Stamped	1
	E. Improper Invoice	2
	F. Improper Payment Request	2
	G. Non-Construction Goods and Services.....	2
	H. Proper Invoice	2
	I. Proper Payment Request	2
	J. Provider	2
	K. Purchase	2
	L. Vendor	2
IV.	Proper Invoice/Payment Request Requirements	3
	A. General	3
	B. Sales Tax	3
	C. Federal Identification and Social Security Numbers	3
	D. Proper Invoice for Non-Construction Goods and Services	3
	E. Proper Payment Request Requirements for Construction Services	4
V.	Submission of Invoices and Payment Requests	5
VI.	Calculation of Payment Due Date	5
	A. Non-Construction Goods and Services Invoices	5
	B. Payment Requests for Construction Services	6
VII.	Resolution of Disputes	7
	A. Dispute Between the District and a Provider	7
	B. Dispute Resolution Procedures	8
VIII.	Purchases Involving Federal Funds or Bond Funds.....	9
IX.	Requirements for Construction Services Contracts – Project Completion; Retainage	9
X.	Late Payment Interest Charges	9
	A. Related to Non-Construction Goods and Services	10

B. Related to Construction Services	10
C. Report of Interest	10

I. Purpose

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, *Florida Statutes*) (“PPA”), the purpose of the Somerset Community Development District (“District”) Prompt Payment Policies and Procedures (“Policies & Procedures”) is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

II. Scope

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

III. Definitions

A. Agent

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

B. Construction Services

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

C. Contractor or Provider of Construction Services

The entity or individual that provides Construction Services through direct contract with the District.

D. Date Stamped

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method,

which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

E. Improper Invoice

An invoice that does not conform to the requirements of a Proper Invoice.

F. Improper Payment Request

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

G. Non-Construction Goods and Services

All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

H. Proper Invoice

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

I. Proper Payment Request

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

J. Provider

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

K. Purchase

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

L. Vendor

Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

IV. Proper Invoice/Payment Request Requirements

A. General

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

B. Sales Tax

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is 85-8013341130C-7. A copy of the tax-exempt form will be supplied to Providers upon request.

C. Federal Identification and Social Security Numbers

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur info@rizzetta.com.

D. Proper Invoice for Non-Construction Goods and Services

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address

3. Invoice Date
4. Invoice number
5. The “Bill To” party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
 - a. A complete item description
 - b. Quantity purchased
 - c. Unit price(s)
 - d. Total price (for each item)
 - e. Total amount of invoice (all items)
 - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
 - a. Itemized description of services performed
 - b. The location and date of delivery of the services to the District
 - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
 - d. Itemization of other direct, reimbursable costs (including description and amount)
 - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
 - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
 - ii. Paid receipt
 - iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

E. Proper Payment Request Requirements for Construction Services

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

V. Submission of Invoices and Payment Requests

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District's Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

1. Mailing and Drop Off Address

Somerset Community Development District
c/o Rizzetta & Company, Inc.
3434 Colwell Avenue
Suite 200
Tampa, FL 33614
Attn: District Manager

2. Email Address

cddinvoice@rizzetta.com

VI. Calculation of Payment Due Date

A. Non-Construction Goods and Services Invoices

1. Receipt of Proper Invoice

Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.

2. Receipt of Improper Invoice

If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:

- a. On which delivery of personal property is fully accepted by the District;
- b. On which services are completed and accepted by the District;
- c. On which the contracted rental period begins (if applicable); or
- d. On which the District and the Vendor agree in a written agreement that provides payment due dates.

3. Rejection of an Improper Invoice

The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the corrected invoice within the later of: (a) ten (10) business days after date the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

4. Payment of Undisputed Portion of Invoice

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

B. Payment Requests for Construction Services

1. Receipt of Proper Payment Request

The time at which payment is due for Construction Services from the District is as follows:

- a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

- b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

2. Receipt and Rejection of Improper Payment Request

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:
 - i. Be provided in writing;
 - ii. Specify any and all known deficiencies; and
 - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

3. Payment of Undisputed Portion of Payment Request

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

VII. Resolution of Disputes

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

A. Dispute between the District and a Provider

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

B. Dispute Resolution Procedures

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.
2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.
4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and

deduct the costs of such third party purchases from amounts owed to the Provider.

5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.
7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

VIII. Purchases Involving Federal Funds or Bond Funds

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

IX. Requirements for Construction Services Contracts – Project Completion; Retainage

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, §218.735 (7) and (8), Fla. Stat.

X. Late Payment Interest Charges

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

A. Related to Non-Construction Goods and Services

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.735(9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

B. Related to Construction Services

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

C. Report of Interest

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, Fla. Stat.).

Tab 8



Office: (888) 927-7865
Fax: (813) 200-8448
Contact@customreserves.com
5470 E Busch Blvd., Unit 171
Tampa, FL 33617

Somerset Community Development District

FULL RESERVE STUDY REPORT



For 30-Year Projection Period Beginning October 1, 2021

This report contains intellectual property developed by Custom Reserves, LLC specific to this engagement and cannot be reproduced or distributed to those who conduct reserve studies without the written consent of Custom Reserves, LLC. See the proposal for details concerning the use of this report.

CustomReserves

Table of Contents

Table of Contents	2
Property Overview.....	4
Executive Summary	5
Financial Analysis.....	6
Property Component Inventory	8
Reserve Expenses	Appendix A
Condition Assessment.....	10
1. Beach and Dune Restoration	10
2. Irrigation System, Wells	10
3. Landscape Replacements	10
4. Light Fixtures, 30A	11
5. Light Poles.....	11
6. Parking Court Lights	11
7. Pavers and Curbing.....	11
8. Pond Aerators.....	12
9. Pond Fountain	12
10. Pond Liner	12
11. Pump Station, Complete	12
12. Pump Station, Partial.....	12
13. Signs, Crosswalks	13

CustomReserves

14. Storm Water System 13

Photographs Appendix B

Expense Chart and Comparison Graph..... 15

Cash Flow Funding Plan Appendix C

Terms and Definitions 16

Disclosures and Limitations 18

Credentials..... 18

PROPERTY OVERVIEW



WALTON COUNTY, FL
LATITUDE: 30°17'7.44"N
LONGITUDE: 86° 1'49.11"W

EXECUTIVE SUMMARY

A site visit was conducted on September 7, 2021. There were 14 common area components identified that require reserve funding during the noninvasive, visual inspection of the community. Supplemental information to the physical inspection typically includes the following sources:

1. District board members, management and staff
2. Client's vendors
3. Declaration
4. Maintenance records of the reserve components where available
5. Project plans where available

Somerset Community Development District (Somerset CDD) is a local unit of special purpose government located within Walton County, Florida established by the county in 2005. The District has constructed and/or acquired certain public infrastructure within the Alys Beach Community being developed by EBSCO Gulf Coast Development, Inc. The development contains property site components.

A Reserve Study comprises two parts:

Physical Analysis

- Component Inventory
- Condition Assessment
- Estimated Useful Life
- Remaining Useful Life
- Replacement Cost

Financial Analysis

- Fund Status
- Funding Plan

The intention of the Reserve Study is to forecast the District's ability to repair or replace major components as they wear out in future years. This Reserve Study complies with or exceeds all applicable statutes and national standards. Reserve Studies are a guide and should be used for budgetary purposes. Actual expenses and times of replacements can and/or will vary.

CustomReserves

FINANCIAL ANALYSIS

This Reserve Study provides the 30-year cash flow analysis or pooling method to project and illustrate the reserve funding plan. The unaudited cash status of the reserve fund, as of October 31, 2021, as reported by Management is \$244,042. Somerset CDD budgeted \$698,556 for Reserves in the fiscal year FY¹ 2022.

The **cash flow method** of developing a reserve funding plan is where the reserve contributions are designed to offset the variable annual reserve expenses. Different reserve funding plans are tested against the anticipated schedule of reserve expenses until the desired adequate or sufficient funding goal is achieved.

The cash flow recommended 2023 reserve contribution is \$650,000. The District can continue this budgeted amount until the next Reserve Study Update. The following table depicts the next 30 years of cash flow recommended contributions from Appendix C:

Recommended		Recommended	
Year	Contribution	Year	Contribution
2023	\$650,000	2038	\$769,300
2024	\$650,000	2039	\$802,400
2025	\$650,000	2040	\$836,900
2026	\$650,000	2041	\$872,900
2027	\$650,000	2042	\$910,400
2028	\$650,000	2043	\$949,500
2029	\$650,000	2044	\$990,300
2030	\$650,000	2045	\$1,032,900
2031	\$650,000	2046	\$1,077,300
2032	\$650,000	2047	\$1,123,600
2033	\$650,000	2048	\$1,171,900
2034	\$650,000	2049	\$1,222,300
2035	\$678,000	2050	\$1,274,900
2036	\$707,200	2051	\$1,329,700
2037	\$737,600	2052	\$1,386,900

¹ FY 2022 starts October 1, 2021 and ends September 30, 2022.

CustomReserves

The funding goal of the cash flow analysis is to keep the reserve balance above a sufficient, not excessive threshold when reserves are needed the most due to one or more years of significant expenses. This threshold or risk year falls in 2025 and 2040 due to beach and dune restoration. The age and long-lived components of the property are considered in the accumulated year 2052 ending reserves.

External market factors incorporated in this Reserve Study are an inflation rate of 4.3% based on the Consumer Price Index published by the Bureau of Labor Statistics and interest rate of 0.35%. Most community bylaws provide that funds shall be held in a bank, with FDIC or similar insurance to cover all funds.

The actual timing of the events depicted may not occur exactly as projected. However, items that are within a high degree of accuracy are measurements, pricing and interest on reserves. Internal changes such as deferred or accelerated projects, interest and inflation rates are likely. Updates to the Reserve Study incorporate these changes. To ensure equity in the adopted funding plan, ongoing annual Board reviews and an update of this Reserve Study with an on-site visit is recommended anywhere from two- to three-years depending on the complexity of the community and changes in external market factors. It is recommended by the American Institute of Certified Public Accountants (AICPA) that your Reserve Study be updated annually. Component methods should be updated annually.

PROPERTY COMPONENT INVENTORY

The analysis began by separating the property components into specific areas of responsibility for replacement and repair. These classes of property are as follows:

1. Reserve Components are defined by the following:
 - District responsibility
 - Limited useful life expectancies
 - Predictable remaining useful life expectancies
 - Replacement cost above a minimum threshold
2. Long-Lived Components are defined as those items without predictable remaining useful life expectancies:
 - Retaining Wall, Pond
3. Operating Budget Components or money provided for repairs and replacements relating but not limited to:
 - General maintenance to the common elements
 - Expenses less than \$7,000
 - Infrequent replacements
 - Fountains (Non-Pond Related)
 - Windmill
 - Other Repairs normally funded through the Operating Budget

A contingency is intended to provide a hedge for unforeseen events. There is no set rule for the amount of contingency to be set aside other than the use of common sense based on experience.

4. Home Owner Components:
 - Homes
5. Other Property Components:
 - Lift Station (Regional Utilities)
 - Pipes, Subsurface Utilities, Water and Sewer (Regional Utilities)

CustomReserves

The following 11X17 spreadsheets depict the reserve components, quantities, useful lives projected costs and estimated times of replacements for the next 30 years in Appendix A with a narrative condition assessment to follow.



RESERVE EXPENSES

Appendix A

Page 1 of 2

Somerset
Community Development District
Projected Inflation Rate 4.3%

Line Item	Reserve Component	Total Cycle Quantity	Per Phase Quantity	Unit of Measurement	1st Year of Replacement	Useful Life Years	Remaining Life Years	2022 Unit Cost	Current Cost of Replacement per Cycle	Total 30 Year Future Costs of Replacement	Fiscal Year 2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	
1	Beach and Dune Restoration	1	1	Allowance	2025	10 to 15	3	\$1,750,000.00	\$1,750,000	\$5,719,435	\$0	\$0	\$0	\$1,985,596	\$0	\$0	\$0	\$0	\$0	\$0	
2	Irrigation System, Wells, Phased	4	1	Each	2022	to 10	0	\$14,500.00	\$14,500	\$208,225	\$14,500	\$0	\$0	\$0	\$0	\$17,897	\$0	\$0	\$0	\$0	
3	Landscape Replacements	1	1	Allowance	2027	to 10	5	\$500,000.00	\$500,000	\$2,949,827	\$0	\$0	\$0	\$0	\$0	\$617,151	\$0	\$0	\$0	\$0	
4	Light Fixtures, 30A	100	100	Each	2025	to 10	3	\$600.00	\$60,000	\$329,806	\$0	\$0	\$0	\$68,078	\$0	\$0	\$0	\$0	\$0	\$0	
5	Light Poles, Phased	110	11	Each	2022	to 10	0	\$7,500.00	\$82,500	\$5,095,078	\$20,000	\$86,048	\$89,748	\$93,607	\$97,632	\$101,630	\$106,209	\$110,776	\$115,539	\$120,507	
6	Parking Court Lights, Phased	1	1	Allowance	2022	to 15	0	\$137,500.00	\$137,500	\$1,974,548	\$137,500	\$0	\$0	\$0	\$0	\$169,717	\$0	\$0	\$0	\$0	
7	Pavers and Curbing, Partial Resetting	81,500	81,500	Square Feet	2025	3 to 5	3	\$1.50	\$122,250	\$1,501,496	\$0	\$0	\$0	\$138,708	\$0	\$0	\$0	\$0	\$171,208	\$0	
8	Pond Aeration	2	2	Each	2026	10 to 15	4	\$10,000.00	\$20,000	\$127,906	\$0	\$0	\$0	\$0	\$23,668	\$0	\$0	\$0	\$0	\$0	
9	Pond Fountain	1	1	Each	2025	10 to 15	3	\$10,000.00	\$10,000	\$54,968	\$0	\$0	\$0	\$11,346	\$0	\$0	\$0	\$0	\$0	\$0	
10	Pond Liner	1	1	Allowance	2037	to 30	15	\$400,000.00	\$400,000	\$752,185	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
11	Pump Station, Complete	1	1	Allowance	2035	15 to 20	13	\$145,000.00	\$145,000	\$721,982	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
12	Pump Station, Partial	1	1	Allowance	2025	to 5	3	\$7,500.00	\$7,500	\$298,419	\$0	\$0	\$0	\$8,510	\$8,876	\$9,257	\$9,655	\$10,071	\$10,504	\$10,955	
13	Signs, Crosswalks	4	4	Each	2033	10 to 15	11	\$6,500.00	\$26,000	\$109,786	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
14	Storm Water System, Partial	1	1	Allowance	2027	to 5	5	\$50,000.00	\$50,000	\$668,018	\$0	\$0	\$0	\$0	\$0	\$61,715	\$0	\$0	\$0	\$0	
	Reserve Study Update	1	1	Allowance	2024	2 to 3	2	\$2,900.00	\$2,900	\$2,900			\$2,900								
Total Expenses											\$20,554,489	\$172,000	\$86,048	\$92,648	\$2,305,845	\$130,176	\$977,567	\$115,864	\$120,848	\$297,250	\$131,462



RESERVE EXPENSES

Appendix A

Page 2 of 2

Somerset
Community Development District

Line Item	Reserve Component	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052
1	Beach and Dune Restoration	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,733,839	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2	Irrigation System, Wells, Phased	\$22,091	\$0	\$0	\$0	\$0	\$27,267	\$0	\$0	\$0	\$0	\$33,655	\$0	\$0	\$0	\$0	\$41,541	\$0	\$0	\$0	\$0	\$51,274
3	Landscape Replacements	\$0	\$0	\$0	\$0	\$0	\$640,231	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,432,444	\$0	\$0	\$0	\$0	\$0
4	Light Fixtures, 30A	\$0	\$0	\$0	\$103,716	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$158,012	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5	Light Poles, Phased	\$126,689	\$131,094	\$136,731	\$142,610	\$148,742	\$155,138	\$161,809	\$168,797	\$176,024	\$183,593	\$191,487	\$199,721	\$208,309	\$217,267	\$226,609	\$236,353	\$246,516	\$257,117	\$268,173	\$279,704	\$291,731
6	Parking Court Lights, Phased	\$209,482	\$0	\$0	\$0	\$0	\$258,564	\$0	\$0	\$0	\$0	\$319,146	\$0	\$0	\$0	\$0	\$383,922	\$0	\$0	\$0	\$0	\$486,219
7	Pavers and Curbing, Partial Resettling	\$0	\$0	\$0	\$211,322	\$0	\$0	\$0	\$260,835	\$0	\$0	\$0	\$0	\$321,990	\$0	\$0	\$0	\$0	\$0	\$397,363	\$0	\$0
8	Pond Aeration	\$0	\$0	\$0	\$0	\$0	\$39,226	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$65,012	\$0	\$0
9	Pond Fountain	\$0	\$0	\$0	\$17,286	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$26,335	\$0	\$0	\$0	\$0	\$0	\$0	\$0
10	Pond Liner	\$0	\$0	\$0	\$0	\$0	\$752,185	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
11	Pump Station, Complete	\$0	\$0	\$0	\$250,648	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$471,334	\$0	\$0
12	Pump Station, Partial	\$11,426	\$11,918	\$12,430	\$0	\$0	\$0	\$0	\$16,002	\$16,690	\$17,408	\$18,156	\$18,937	\$19,752	\$20,601	\$21,487	\$22,411	\$23,374	\$0	\$0	\$0	\$0
13	Signs, Crosswalks	\$0	\$41,314	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$68,472	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
14	Storm Water System, Partial	\$78,175	\$0	\$0	\$0	\$0	\$94,023	\$0	\$0	\$0	\$116,033	\$0	\$0	\$0	\$0	\$143,244	\$0	\$0	\$0	\$0	\$176,807	\$0
	Reserve Study Update																					
Total Expenses		\$444,863	\$184,325	\$149,161	\$725,582	\$148,742	\$2,227,498	\$201,036	\$168,767	\$4,186,700	\$200,283	\$677,749	\$217,878	\$227,247	\$811,787	\$247,210	\$2,268,992	\$268,927	\$280,491	\$1,201,901	\$279,704	\$1,006,031

CONDITION ASSESSMENT

The condition assessment of this Full Reserve Study includes narratives that describe the reserve components, documents specific problems and conditions based on representative samples.

1. Beach and Dune Restoration

The District maintains approximately 1,500 linear feet of beach and dune along the Gulf of Mexico. The beach and dune are in fair condition overall. The community utilizes dune walkovers. Foot traffic causes erosion over time and tropical storms can create blowouts in the dune system. Maintaining the vegetation helps stabilize coastal dunes. Somerset CDD should budget for annual fertilizer through the operating budget. A complete dune restoration is projected every 10- to 15-years or by 2025 and again by 2040. The times and costs of repairs will vary due to acts of nature. However, the District should budget for a threshold goal of reserve funds necessary for a complete dune restoration. Updates to the study will keep the reserve balance sufficient for when the actual need to restore the dune occurs. The District should continue to budget for annual maintenance currently with Dune Doctors through the operating budget.

2. Irrigation System, Wells

Somerset CDD currently maintains four irrigation wells. The wells are in fair to poor reported condition at various ages. Irrigation wells have a useful life of up to 10 years. The District should plan for phased replacements of the wells every five years beginning in 2022. Interim repairs and partial replacements should be funded through the operating budget as needed.

3. Landscape Replacements

The District maintains 50 palm trees located along Highway 30A. Replacements are an ongoing need. Many communities budget for these replacements as normal maintenance. Other communities fund replacements through reserves. A large amount of palm tree replacement may need replacement due to disease, drought or other forces of nature. Funding

CustomReserves

from reserves is logical if the cost of periodic maintenance, removal and replacement is substantial. In consideration of these factors, an allowance for palm tree replacement is included every 10 years beginning by 2027.

4. **Light Fixtures, 30A**

Somerset CDD maintains 100 spot light fixtures located along Highway 30A. The light fixtures are in good condition at an age of seven years. Light fixtures of this type have a useful life of up to 10 years. The District should budget for replacements by 2025 and every 10 years thereafter.

5. **Light Poles**

The District maintains approximately 110 light poles and fixtures. The current light poles and fixtures are in fair overall condition at various ages. Management reports that the Somerset CDD maintains the light poles and fixtures annually and plans to replace four in 2022. In addition, the District should budget for phased replacements of up to ten percent (10%) of the light poles and fixtures every year thereafter.

6. **Parking Court Lights**

Somerset CDD will maintain the light fixtures located at 22 parking courts throughout the community. These light fixtures are in fair to poor condition at various ages. These lights have an estimated useful life of up to 15 years. The District should budget for phased replacements of up to twenty-five percent of the parking court lights beginning in 2022 and every five years thereafter.

7. **Pavers and Curbing**

The Highway 30A slip road pavers comprises approximately 81,500 square feet of pavers. The pavers are mostly original and in good overall condition. Pavers have a long useful life with the benefit of periodic maintenance. Periodic maintenance includes an application of sand between the pavers and resetting as needed. The District should budget for partial replacements of the pavers by 2025 and every five years thereafter.

8. Pond Aerators

The District maintains two pond aerators. The pond aerators are in fair reported condition at an age of approximately eight years. Pond aerators have a useful life from 10- to 15-years. Somerset CDD should budget for replacements by 2026 and every 12 years thereafter.

9. Pond Fountain

Somerset CDD also maintains a pond fountain. The pond fountain is in fair reported condition at an age of seven years. Pond fountains also have a useful life from 10- to 15-years. The District should budget for replacement of the fountain by 2025 and every 10 years thereafter.

10. Pond Liner

Somerset CDD maintains Lake Marilyn. Lake Marilyn utilizes a 30 mil high density polyethylene geomembrane pond liner. The pond liner is covered by approximately one foot of native sand to stabilize the membrane and prevent punctures. The pond liner has an anticipated useful life of up to 30 years. The District should budget for replacement of the pond liner by 2037.

11. Pump Station, Complete

The District maintains an irrigation pump station. The pump station comprises two pumps, controls, air conditioning equipment and a filter system. The pump station is in good reported condition at an age of two years. Maintenance of the equipment is ongoing. Pump stations of this type and usage have a useful life from 15- to 20-years. Somerset CDD should budget for a complete replacement of the pump station by 2035 and again by 2049.

12. Pump Station, Partial

Somerset CDD should also anticipate partial replacements of the variable frequency drives, motors and other equipment. The District should budget for partial replacements of the pump station equipment in five years after a complete replacement or by 2025 and every year thereafter.

13. Signs, Crosswalks

The District maintains four crosswalk signs located along Highway 30A. The crosswalk signs are in good condition at an age of one year. This signage has an estimated useful life of 10- to 15-years. Somerset CDD should budget for replacements by 2033 and again by 2045.

14. Storm Water System

The storm water system comprises multiple storm water management components that act in concert with each other to capture, convey, store and release storm water runoff in a controlled manner. Particularly the system includes components such as, vegetative swales, shallow dry retention basins, catch basin inlets and manholes, conveyance piping, perforated retention piping of various diameters, coarse stone aggregate and geotextile fabric. The predominant components utilized in the overall system are the storm water exfiltration trench systems which include catch basin inlets and manholes, perforated plastic pipe (High Density Polyethylene (HDPE)) and coarse stone aggregate. Also, larger diameter, open bottom aluminum arch pipe storage is utilized for a portion of the system.

Generally, storm water components (i.e. concrete storm catch basins and inlets, storm pipe, swales, etc.) typically have an operational life of 50 years or more. Exfiltration systems typically will have a shorter operational life. Sediment accumulation and clogging by sediment fines can reduce the life of an exfiltration system. Total replacement of the system may be the only possible means of restoring the treatment capacity and recovery of the system. Periodic replacement of the system should be considered. Annual Inspection of components that serve as entry points into the exfiltration system (catch basin inlets) and annual removal of sediments at these locations is an important requirement to lengthen the life of the system. Achieving a longer operational life typically requires interim capital improvements and maintenance or partial replacements every five to ten years.

The District should anticipate annual removal of sediments within the storm water system as needed. Sediment removal is often completed manually or with the use of pump water jets and suction machinery. It is reasonable to anticipate 10% of the system to require cleaning / sediment removal annually. The District should also anticipate displacement or damage

CustomReserves

caused to catch basins due to varying reasons such as settlement / erosion factors. The District should plan to repair any displaced catch basins concurrently with surrounding pavers.

The following Appendix B pictures depict the reserve components and specific conditions noted in the condition assessment.

Figure 1 Beach Overview



Figure 2 Dune Overview



Figure 3 Irrigation Well #1



Figure 4 Irrigation Well #2



Figure 5 30A Landscape and Lighting



Figure 6 Typical Light Pole



Figure 7 Parking Court Lights



Figure 8 Street Pavers



Figure 9 Pump Station



Figure 10 Pump Station Pumps



Figure 11 North Pond



Figure 12 South Pond



Figure 13 Pond Aerator



Figure 14 Pond Fountain



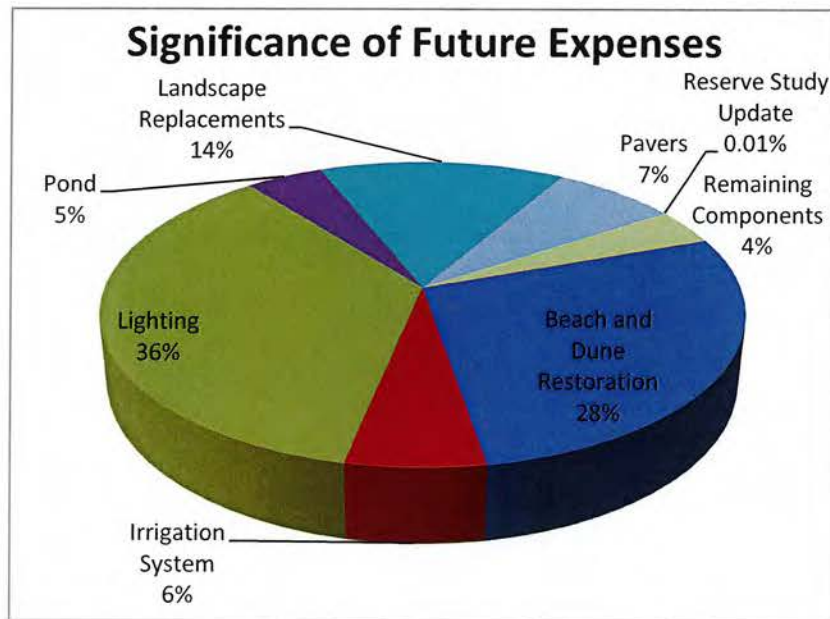
Figure 15 Cross Walk Sign Cross Walk Sign



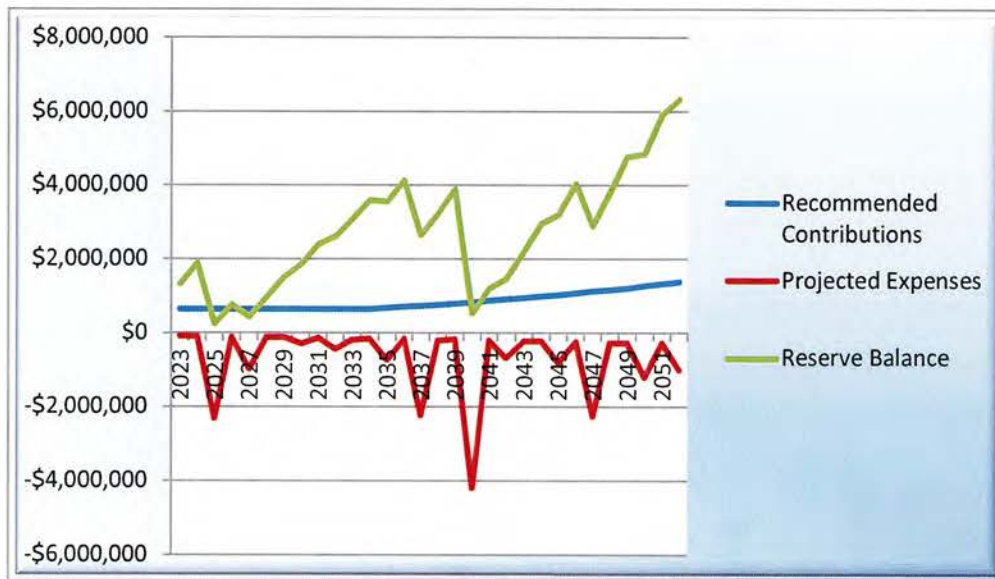
CustomReserves

EXPENSE CHART AND COMPARISON GRAPH

The Reserve Expenses reflect current and future local costs of replacements with anticipated inflation. The following chart illustrates the relative importance of the Reserve Expenses.



The following graph depicts the next 30 years of Projected Expenses, Reserve Balances and cash flow Recommended Contributions:





Appendix C

Cash Flow Funding Plan or Pooling Method

Somerset
Community Development District

	FY	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Beginning of Year Reserves		\$244,042	\$771,452	\$1,338,105	\$1,900,140	\$250,945	\$771,648	\$446,781	\$982,481	\$1,515,074	\$1,873,127	\$2,398,221	\$2,611,752	\$3,086,567	\$3,598,210	\$3,563,221	\$4,134,150
Recommended Reserve Contributions		698,556	650,000	650,000	650,000	650,000	650,000	650,000	650,000	650,000	650,000	650,000	650,000	650,000	678,000	707,200	737,600
Anticipated Interest Earned	0.35%	854	2,700	4,683	6,650	878	2,701	1,564	3,439	5,303	6,556	8,394	9,141	10,803	12,594	12,471	14,470
Projected Expenses		172,000	86,048	92,648	2,305,845	130,176	977,567	115,864	120,846	297,250	131,462	444,863	184,325	149,161	725,582	148,742	2,227,408
Projected Year End Reserves		\$771,452	\$1,338,105	\$1,900,140	\$250,945	\$771,648	\$446,781	\$982,481	\$1,515,074	\$1,873,127	\$2,398,221	\$2,611,752	\$3,086,567	\$3,598,210	\$3,563,221	\$4,134,150	\$2,658,813
					Threshold/ Risk Year												

		2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052
Beginning of Year Reserves		\$2,658,813	\$3,236,383	\$3,881,343	\$545,128	\$1,219,653	\$1,456,572	\$2,193,293	\$2,964,023	\$3,195,510	\$4,036,784	\$2,905,521	\$3,818,663	\$4,773,837	\$4,863,544	\$5,930,562
Recommended Reserve Contributions		769,300	802,400	836,900	872,900	910,400	949,500	990,300	1,032,900	1,077,300	1,123,600	1,171,900	1,222,300	1,274,900	1,329,700	1,386,900
Anticipated Interest Earned	0.35%	9,306	11,327	13,585	1,908	4,269	5,098	7,677	10,374	11,184	14,129	10,169	13,365	16,708	17,022	20,757
Projected Expenses		201,036	168,767	4,186,700	200,283	677,749	217,878	227,247	811,787	247,210	2,268,992	268,927	280,491	1,201,901	279,704	1,006,031
Projected Year End Reserves		\$3,236,383	\$3,881,343	\$545,128	\$1,219,653	\$1,456,572	\$2,193,293	\$2,964,023	\$3,195,510	\$4,036,784	\$2,905,521	\$3,818,663	\$4,773,837	\$4,863,544	\$5,930,562	\$6,332,188
				Threshold/ Risk Year												

- Notes:
- 1) FY 2022 Begins October 1, 2021 and Ends September 30, 2022.
 - 2) FY 2022 Beginning Reserve Balance and Remaining Contributions are as of: 10/31/21
 - 3) Interest Earned is compounded on the Beginning Year Reserve Balance, the first year is a partial amount earned
 - 4) Taxes on the interest earned are considered negligible

TERMS AND DEFINITIONS

Cash Flow Method - A method of calculating Reserve contributions where contributions to the Reserve fund are designed to offset the variable annual expenditures from the Reserve fund. Different Reserve Funding Plans are tested against the anticipated schedule of Reserve expenses until the desired Funding Goal is achieved.

Component - An individual line item in the Reserve Study developed or updated in the Physical Analysis. These elements form the building blocks of the Reserve Study. Components typically are: 1) Association responsibility, 2) with limited Useful Life expectancies, 3) predictable Remaining Useful Life expectancies, 4) above a minimum threshold cost, and 5) as required by local codes.

Component Assessment and Valuation - The task of estimating Useful Life, Remaining Useful Life, and Repair or Replacement Costs for the Reserve components. This task is accomplished either with or without onsite visual observations, based on Level of Service selected by the client.

Component Inventory - The task of selecting and quantifying Reserve Components. This task is accomplished through onsite visual observations, review of association design and organizational documents, and a review of established association precedents.

Component Method - A method of calculating Reserve contributions where the total reserve contribution is based on the sum of contributions for individual components.

Effective Age - The difference between Useful Life and Remaining Useful Life. Not always equivalent to chronological age, since some components age irregularly. Used primarily in computation.

Financial Analysis - The portion of a Reserve Study where current status of the Reserves (measured as cash or Percent Funded) and a recommended Reserve contribution rate (Reserve Funding Plan) are derived. The Financial Analysis is one of the two parts of a Reserve Study.

Fully Funded - 100% Funded. When the actual (or projected) Reserve balance is equal to the Fully Funded Balance.

Fully Funded Balance (FFB) - Total Accrued Depreciation. An indicator against which Actual (or projected) Reserve balance can be compared. In essence, it is the Reserve balance that is proportional to the current Repair/replacement cost and the fraction of life "used up". This number is calculated for each component, then summed together for an association total. Two formulae can be utilized, depending on the provider's sensitivity to interest and inflation effects. Note: both yield identical results when interest and inflation are equivalent.

Funding Goals - Independent of methodology utilized, the following represent the basic categories of Funding Plan goals.

CustomReserves

Baseline Funding - Establishing a Reserve funding goal of keeping the Reserve cash balance above zero.

Fully Funding - Setting a Reserve funding goal of attaining and maintaining Reserves at or near 100% funded.

Statutory Funding - Establishing a Reserve funding goal of setting aside the specific minimum amount of Reserves required by local statutes.

Threshold Funding - Establishing a Reserve funding goal of keeping the Reserve balance above a specified dollar or Percent Funded amount. Depending on the threshold this may be more or less conservative than "Fully Funded".

Funding Plan - An Association's plan to provide income to a Reserve fund to offset anticipated expenditures from that fund.

Minimum Balance - A minimum Reserve balance established by the client.

Physical Analysis - The portion of the Reserve Study where the Component inventory, Condition Assessment and Life Adjustment and Valuation tasks are performed. This represents one of the two parts of the Reserve Study.

Remaining Useful Life (RUL) - Also referred to as "Remaining Life (RL). The estimated time, in years, that a reserve component can be expected to continue to serve its intended function. Replacements anticipated to occur in the initial or base year have "zero" Remaining Useful Life.

Reserve Assessments - The portion of assessments contributed to the Reserve Fund.

Reserve Balance - Actual or projected funds as of a particular point in time that the association has identified for use to defray the future repair or replacement of those major components which the association is obligated to maintain. Also known as Reserves, Reserve Accounts, Cash Reserves.

Special Assessment - An assessment levied on the members of an association in addition to regular assessments. Special Assessments are often regulated by Governing Documents or local statutes.

Straight Line - A formula used to calculate the annual reserve fund contribution for a specific component. Projected replacement cost divided by the useful life equals the annual payment.

Useful Life (UL) - Total Useful Life or Depreciable Life. The estimated time, in years, that a reserve component can be expected to serve its intended function in its present application or installation.

DISCLOSURES AND LIMITATIONS

No destructive testing was performed. Latent defects in design or construction are excluded from this report. There are no material issues to our knowledge that have not been disclosed to the client that would affect the integrity of this Reserve Study report. Custom Reserves has no interests with the client other than this Reserve Study.

Component quantities and estimates of costs indicated in this Report were developed by Custom Reserves unless otherwise noted in our "Condition Assessment" comments. The sources for the costs outlined in the study include experience, historical information and R.S. Means, Incorporated. This report should be used for budget and planning purposes only.

CREDENTIALS

PAUL GRIFONI – Licensed Home Inspector

EDUCATION - University of Massachusetts - Bachelor of Science in Engineering

PROFESSIONAL AFFILIATIONS / DESIGNATIONS

Reserve Specialist (RS) - Community Associations Institute



Professional Reserves Analyst (PRA) - Association of Professional Reserve Analysts



Tab 9

FIRST AMENDMENT TO IRRIGATION SYSTEM PUMP STATION MAINTENANCE SERVICES AGREEMENT

THIS FIRST AMENDMENT is made and entered into effective as of the 18th day of January 2022, by and between ("First Amendment"):

SOMERSET COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Walton County, Florida, with a mailing address of 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 ("District"), and

MILLS SUPPLY, a Florida company, with a mailing address of P.O. Box 804, Shalimar, Florida 32579 ("Contractor").

RECITALS

WHEREAS, the District was established by the County Commission of Walton County, Florida, for purposes of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating, and maintaining systems and facilities for certain infrastructure improvements; and

WHEREAS, the District and Contractor (the "Parties"), previously entered into that certain Agreement between the Somerset Community Development District and Mills Supply for Irrigation System Pump Station Maintenance Services ("Agreement"), effective as of May 1, 2021; and

WHEREAS, pursuant to Section 18 of the Agreement, the Parties wish to amend the compensation to be provided to the Contractor for the Services identified in the Agreement in order to account for increased costs of products, fuel and labor; and

WHEREAS, each of the Parties hereto has the authority to execute this First Amendment and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this First Amendment so that this First Amendment constitutes a legal and binding obligation of each party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Contractor agree as follows:

SECTION 1. The recitals stated above are true and correct and are incorporated by reference as a material part of this First Amendment.

SECTION 2. Section 5.A. of the Agreement is hereby amended to increase the compensation to be provided to Contractor for the Services identified therein to Two Hundred Twenty-Five Dollars (\$225.00) per month effective January 1, 2022.

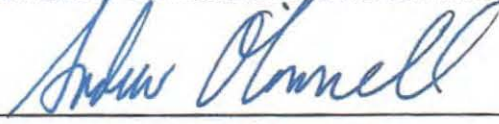
SECTION 3. All remaining terms and conditions of the Agreement are hereby adopted, reaffirmed and incorporated as if restated herein.

IN WITNESS WHEREOF, the parties execute this First Amendment the day and year first written above.

Attest:


Secretary/Assistant Secretary


SOMERSET COMMUNITY DEVELOPMENT DISTRICT


Chairperson, Board of Supervisors

Attest:


Witness

MILLS SUPPLY


By: Carol Lynn Mills
Its: Sec. Treas.

Mills

SUPPLY

MAINTENANCE SERVICE AGREEMENT

To: Somerset CDD

Monthly maintenance service agreement for the irrigation system pump station located at Somerset Bridge at Lake Marilyn. This agreement is for one year at a rate of \$225.00 per month payable on the tenth (10th) day of each month. Pump station maintenance will be performed in the first week of each month.

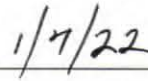
Monthly maintenance service agreement to include the following services:

1. Inspect pump station for visual problems including leaks and rust. Repair minor problems as necessary.
2. Clean all small control filters for hydraulic controls, self cleaning intake screens, and sand media filter.
3. Check sand media filter for proper operation.
4. Check self-cleaning screen for proper operation.
5. Check pumps for proper operation.
6. Check aeration system for proper operation.
7. Check control panel for alarm codes. Adjust software parameters as needed.
8. Check VFD's for alarm codes. Adjust parameters as needed.
9. Analyze and troubleshoot alarm codes. Communicate with landscape maintenance company on issues causing problems.
10. Clean transducer control tubing as necessary.
11. Periodically check all connections in control panel.

All minor repair parts needed under \$100.00 will be installed and billed with the monthly maintenance fee.

All other repairs will be estimated and approved before work is performed.


Randy Mills


Date

Somerset CDD

Date

Tab 10

Electronic Mail Notice: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

This electronic message transmission and any attachments contain information from Rizzetta & Company, Inc. which may be confidential or privileged. The information is solely intended for the use of the individual or entity named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this electronic transmission in error, please immediately notify us by return email or telephone at (850) 334-9055 and delete the original message. Under Florida law, certain written communications with the sender of this message may be subject to public records disclosure requirements. Please be aware of this possibility when including personal information in your communications. Unless specifically indicated, the contents of this electronic message and its related attachments (including forwarded messages) do not constitute a legal opinion on behalf of the sender and/or Rizzetta & Company, Inc. Recipients of this message, whether directly addressed or not, should not rely upon or otherwise construe this message as legal advice. The sender is not a licensed financial advisor or securities broker; any financial topics addressed herein are for informational purposes and do not constitute investing advice. Thank you.

From: Scott Buchewicz <sbuchewicz@alysbeach.com>

Sent: Wednesday, December 1, 2021 4:51 PM

To: Kim O'Mera <KO'Mera@rizzetta.com>; Tess Howard <THoward@alysbeach.com>

Cc: Claire Wright <claire@alysbeach.com>; Douglas Lang <dlang@alysbeach.com>; Scott Buchewicz <sbuchewicz@alysbeach.com>

Subject: [EXTERNAL]Alys Beach - electric meters audit

Thanks Doug great job,

Kim see list below, we tried to organize based on entity.

I feel like section 2 with fountains could go to CDD as they are lighting as well.

Doug identified the Irrigation meters which should go to CDD.

Does the ABNA have any meters identified at present, can these meters come directly to Rizzetta as well.

Last question what are next steps?

CDD - Public Lighting meters

CDD - Meters for property lighting only:

- 1) 7428964 - Georges parking court
- 2) 7268624 - Sugarloaf Alley
- 3) 7268632 - Hog penny Alley
- 4) 7561232 - Whitby Court
- 5) 7998833 - K9
- 6) 5885189 - Playground
- 7) 7366949 - AC ped path
- 8) 7350283 - NE Buttery (lighting and irrigation wells)
- 9) 7357992 - NW Buttery (lighting and irrigation wells)
- 10) 7321006 - Q15
- 11) 7359605 - Caliza CT
- 12) 7365480 - Kelly Green
- 13) 7317843 - Central Park

CDD - meters have mostly public lighting and small illuminated fountains that serve as public lighting.

- 1) 7428486 - Shinbone CT – illuminated Urn fountain and Sea Garden ped path lighting.

- 2) 7356320 - La Garza – Illuminated Turtle Bale Spring fountain and Public lighting
- 3) 7268556 - Ladybug CT - (3) small illuminated fountains and public lighting.
- 4) 7245084 - Whalebone Alley – Illuminated fountains at Papillio Park and L2 ped path.

CDD - Irrigation Meters

1. 3586519 - Hoover plus (2) fountains in lake Marilyn and (1) small illuminated fountain at Lake Marylyn
2. 5218998 - McGee irrigation well
3. 7250608 - D-Building well –(has d-building plus the well, but the building is going to be removed in the next couple of months
4. 7350283 - NE well – see above
5. 7357992 - NW well – see above

-

ABNA

- 1) 7429225 - Gulf Green – Public lighting, Fountain, bathrooms and amenity stand.
- 2) 5964740 - Turtle Bale – Public Lighting, Fountains, bathrooms and amenity access.
- 3) 3548095 - Camden/Whitby – Amphitheater Splash pad and public lighting.
- 4) 5883221 - Pembroke Court - Tesla charging and public and parking lighting
- 5) 7272532 - Employee parking – Parking lot lighting and Golf cart charging.

-

Development -

- 1) 9000438 - Building 1&2 Parking Court - Mixed use
- 2) 7414597 - Building 2&3 Parking CT - Mixed use
- 3) 9000439 - Building 3 Parking CT - Mixed use
- 4) 7261024 - Liner Building - Mixed use
- 5) 7415756 - Water Tower Laydown yard - Employee fitness and public lighting
- 6) 5968766 - Old Bike Shop and Pipers – No lighting attached to this



Scott Buchewicz

Town Manager

775-501-0522

9581 County Highway 30A East

Building A

Alys Beach, FL 32461





LIGHTING ONLY METERS

- GEORGES PARKING # 7428964
- SUGARLOAF ALLEY # 7268624
- HOGPENNY ALLEY # 7268632
- WHITBY COURT # 7561232
- K9 75 N. CHARLES # 7998833
- PLAYGROUND # 5885189
- AC BLOCK PED PATH # 7366949
- NE BUTTERY # 7350283
- NW BUTTERY # 7357992
- Q15 9 CALIZA LN. # 7321006
- CALIZA CRT. # 7359605

MIXED USE METERS

- GULF GREEN - FOUNTAIN, BATHROOMS, AMENITY STAND # 7429225
- SHINBONE CRT. - URN FOUNTAIN # 7428486
- LA GARZA CRT. - TURTLE BALE SPRING # 7356320
- TURTLE BALE - FOUNTAIN, BATHROOMS, AMENITY STAND # 5964740
- EMPLOYEE PARKING - GOLF CART CHARGING # 7272532
- CAMDON / WHITBY - SPLASH PAD # 3548095
- LADY BUG CRT. - 3 SMALL FOUNTAINS # 7268556
- BLDGS 1+2 PARKING + BLDGS # 9000438
- BLDGS 2+3 PARKING + BLDGS # 714597
- 2. METERS # 9000439
- PEMBROKE CRT. - TESLA CHARGERS # 5883221
- LINER BLDG # 7261024
- KELLY GREEN # 7365480
- OLD BIKE SHOP + PIPERS # 5968766
- CENTRAL PARK # 7417843
- WHALEBONE ALLEY - FOUNTAIN @ L2 # 7245084
- WATERTOWER LANDOWN YARD # 7415756
- EMPLOYEE FITNESS
- HOOVER - 3 FOUNTAINS # 3586519

OVERALL MASTER PLAN

October 2021
REFERENCE ONLY



PHASING

ALYS
BEACH

0 50 100 200 400

Tab 11

DEVELOPER'S AGREEMENT

This Agreement is made and entered into as of the 24 day of August, 2004, by and between **WALTON COUNTY**, Florida, a political subdivision of the State of Florida, P.O. Box 1355, DeFuniak Springs, Florida 32435, (hereinafter referred to as "County"), and **EBSCO GULF COAST DEVELOPMENT**, as owner and developer of Alys Beach Planned Unit Development (hereinafter referred to as "Developer").

WITNESSETH

Whereas, Developer desires to install certain improvements within the County Right-of-Way along CR 30A;

Whereas, Developer wants to work with the County in developing safe, aesthetically sound improvements along the Right-of-Way;

Whereas, the County believes that safe, aesthetic improvements along its scenic corridors are in the best interest of the health, safety, and welfare of its citizens;

Now, Therefore, in consideration of the above premises and the mutual benefits from the covenants herein set forth, the parties do hereby agree to the following:

1. **Right-of-Way Improvements Plan.** The County hereby agrees to allow Developer to install improvements in the Right-of-Way in accordance with the Developer's Right-of-Way Improvements Plan, attached hereto as Exhibit A and incorporated herein as a material part of this Agreement.
2. **Removal of Improvements.** The County or a public or private utility, for whatever reason, may remove any or all improvements at any time with or without notice to Developer. Developer is responsible for all of the costs of the removal or replacements of the improvements.
3. **Planting Standards.** Developer shall maintain all landscaping on the Right-of-Way in an aesthetic, well-kept manner. No plantings shall encroach upon or extend over the bike path or the roadway. All plantings shall be consistent with the Florida Department of Transportation requirements for the highway clear zone.
4. **Bike Path.** Except as noted herein, the County hereby agrees to maintain the roadway pavement and the bike path to be built by Developer within the Right-of-Way. Developer hereby agrees to construct the bike to the same quality standard as the existing bike path and to connect it to the existing bike path that is adjacent to the east and west boundaries of the EBSCO property.
5. **Entire Agreement and Amendments.** This Agreement constitutes the entire understanding between the parties and supercedes all previous agreements or

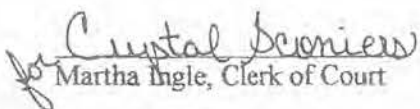
negotiations on the subject matter herein, whether written or oral, and shall not be modified or amended except by written agreement duly executed by the Parties.

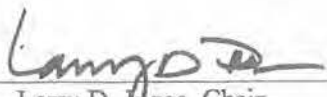
6. **Public Records.** Developer shall allow public access to all documents, reports, papers, letters or other material, subject to the provisions of Chapter 119, Florida Statutes, prepared or received by it in conjunction with this Agreement. It is expressly understood that upon receipt of substantial evidence of Developer's refusal to comply with this provision, the County shall have the right to terminate this Agreement.
7. **Modification of Agreement.** Modifications of the provisions of this Agreement shall only be valid when they have been reduced to writing and duly signed by the parties.
8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
9. **Venue.** Venue for all matters arising from this contract shall lie within Walton County, Florida.
10. **Waiver.** Failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modifications or waiver by either party or any provision shall be deemed to have been made unless in writing.
11. **Severability.** The provisions of this Agreement shall be severable and the invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provisions.
12. **Assignment.** Neither party shall assign or transfer any interest in this Agreement without the approval of the County; provided, however, that Developer may assign its interests to the homeowners association for the community after completion of the improvements.

In Witness Whereof, the parties hereto have, through their proper and duly authorized officials, executed this Agreement, the day and year first above set forth.

WALTON COUNTY BOARD OF
COUNTY COMMISSIONERS

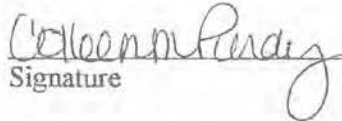
ATTEST:


Martha Ingle, Clerk of Court

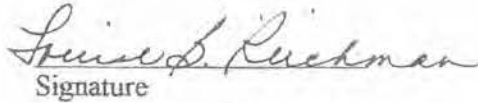
By: 
Larry D. Jones, Chair

Witnesses:

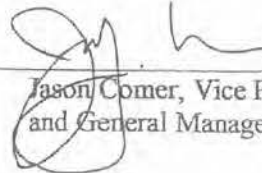
**EBSCO GULF COAST
DEVELOPMENT**


Signature

Colleen M. Purdy
Printed Name


Signature

LOUISE B. REICHMAN
Printed Name

By: 
Jason Comer, Vice President
and General Manager

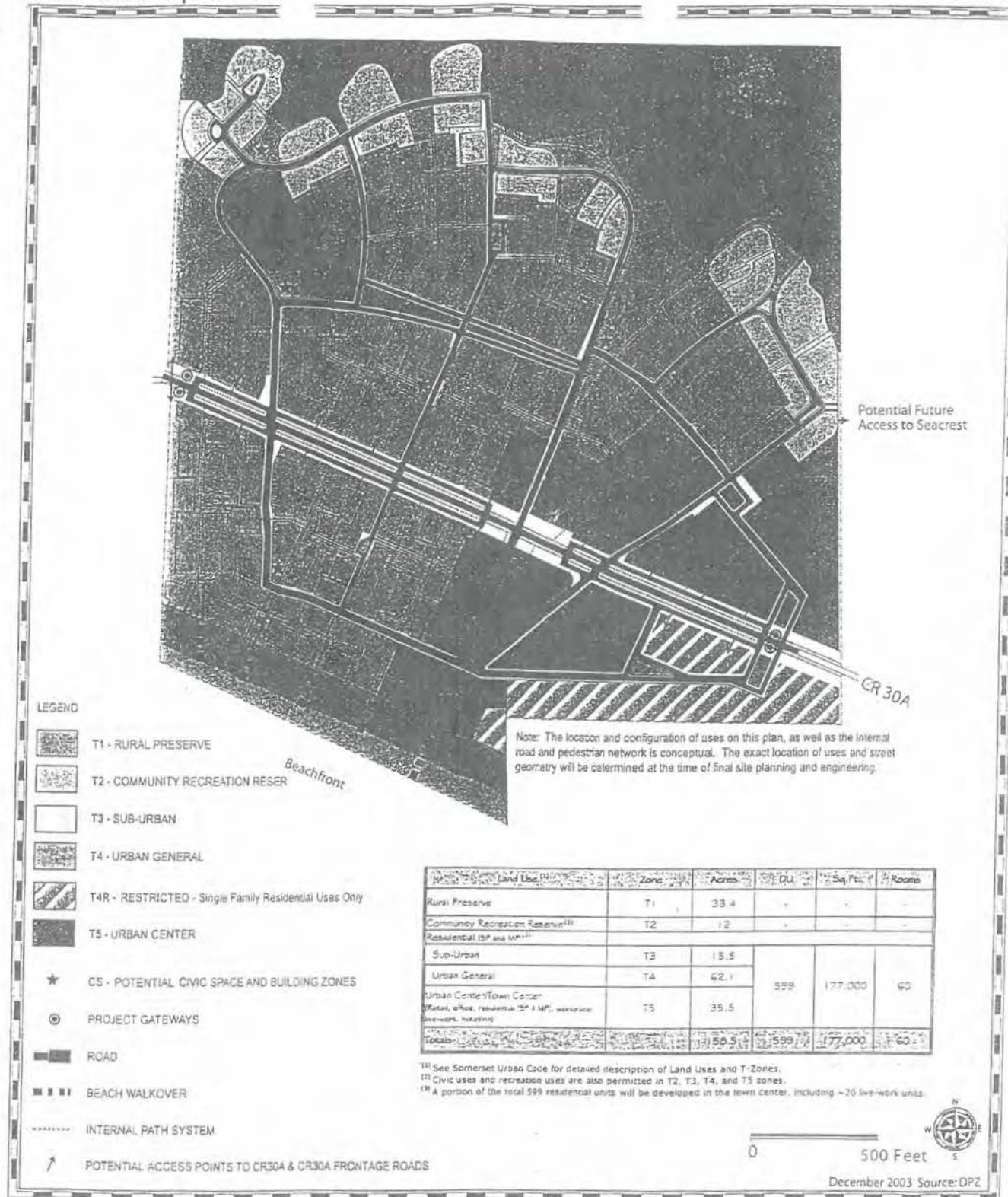
DEVELOPER'S RIGHT-OF-WAY IMPROVEMENTS PLAN

EBSCO Gulf Coast Development ("EBSCO"), as owner and developer of Alys Beach Planned Unit Development ("Alys Beach") will install and maintain the following improvements within the right-of-way owned by Walton County, adjacent to Alys Beach on CR 30A.

1. **Frontage Roads:** Frontage roads, including on-street parking, a multi-use trail and pedestrian sidewalks shall be permitted along both sides of CR 30A. Frontage roads shall be designed as shown on the CR 30A Typical Cross Section, attached to the PUD as Exhibit 4-7, a copy of which is attached hereto. Construction and maintenance of traffic plans shall be approved by Walton County prior to construction.
2. **Bike Path:** An eight (8) foot wide multi-use path, made of asphalt, or other acceptable asphalt based materials, as approved by the County Engineer, shall be required along the south side of the CR 30A right-of-way. The Developer shall also install a six (6) foot wide sidewalk, as approved by the County Engineer, along the north side of the CR 30A within the Right-of-Way. The multi-use path on the south side shall be installed and maintained by Developer. The sidewalk on the north side shall be installed and maintained by the Developer.
3. **Butteries:** A maximum of four (4) butteries (community entry features/structures) which include community identification signs consistent with the Alys Beach PUD Sign Ordinance. The location of such butteries shall be as identified on Exhibit B, a copy of which is attached hereto, subject to final design and engineering.
4. **Landscape:** Landscape materials, including canopy trees, understory trees, shrubs, and native scrub consistent with, but not limited to, the requirements of the Alys PUD Landscape Code, including necessary irrigation, shall be permitted in the CR 30A Right-of-Way. All landscaping shall be maintained by Developer.
5. **Lighting:** Street and pedestrian lighting, may be permitted in the CR 30A Right-of-Way, consistent with the requirements of the Walton County Code of Ordinance and sensitive to turtle nesting habitats.
6. **Utility Easements and Connections:** Subject to final design and engineering and in coordination and conjunction with applicable utility companies, all utilities within the CR 30A Right-of-Way are subject to relocation, resizing, and /or connection for purposes of serving all phases of the Alys Beach Planned Unit Development. Stormwater conveyance and treatment systems within the CR 30A Right-of-Way shall be permitted and constructed subject to final design, engineering and approval by County Engineer. Maintenance of the utilities will be per applicable utility company agreements. Stormwater systems within CR 30A Right-of-Way will be maintained by EBSCO and / or the ALYS Beach Homeowners Association in perpetuity.
7. **Sidewalks:** Sidewalks may be permitted parallel with CR 30A and along the frontage roads. Sidewalks and crosswalks may also be permitted perpendicular to CR 30A to allow pedestrians and bicycles to cross CR 30A. Sidewalks and pedestrian crossings shall be located as shown on Exhibit B and Exhibit 4-7 of the PUD, a copy of which is attached hereto, subject to final design and engineering.

EXHIBIT A

8. **Directional Signage:** Directory and Directional Signage may be permitted along CR 30A, consistent with the requirements of the Walton County Sign Code and the Alys Beach Sign Code.
9. **Number of Vehicular and Pedestrian Connections:** The number and spacing of vehicular and pedestrian intersections with CR 30 A shall be as shown on Exhibit 1-3b (Master Plan) of the PUD, a copy of which is attached hereto, and is subject to Walton County approval.
10. **Temporary Multi-Use Path:** An eight (8) foot wide temporary multi-use path, made of asphalt, or other acceptable asphalt based paving materials, as approved by the County Engineer, shall be installed south of the CR 30A right of way within the Alys Beach property. The temporary multi-use path shall connect to the existing multi-use path within the CR 30A right of way on each side of the Alys Beach property. A temporary access easement shall be granted to Walton County contiguous with the temporary multi-use path within the Alys Beach property. The temporary multi-use path shall be installed and maintained by Developer.
11. **Project Signage:** Project Signage in addition to item 3 above, identifying the Alys Beach development shall be permitted within the CR 30A right of way as shown on Exhibit B, a copy of which is attached hereto, consistent with the requirements of the Walton County Sign Code and the Alys Beach Sign Code, subject to final location, design, and engineering. The project signage shall be installed and maintained by Developer.



Somerset
Beach

* EBSCO Gulf Coast Development
Owner
Duany Plater-Zyberk & Company
Town Planner

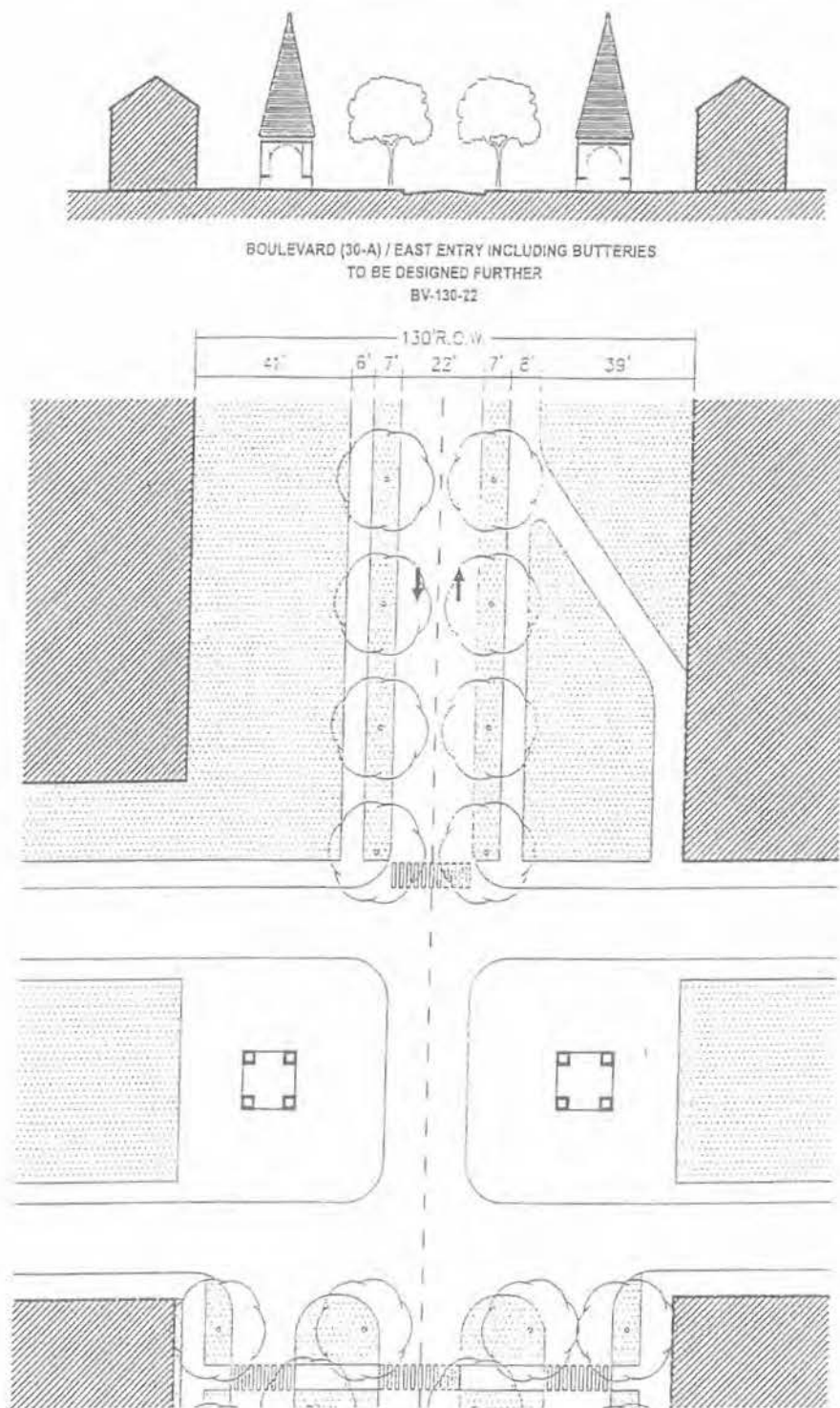
Genesis Group
Transportation
Fowler White Boggs Banker
Legal Counsel

Moore Bass Consulting
Civil Engineer
Consensus Builders
Public Participation

Biological Research Associates
Ecologist
Glatting Jackson Kercher Anglin Lopez Rinehart
Planner

Typical CR 30A Cross Section

Exhibit 4-7 Eas



December 2003 Source: DPZ

*Somerset
Beach*

* EBSCO Gulf Coast Development
Owner

• Duany Plater-Zyberk & Company
Town Planner

◆ Genesis Group
Transportation

• Fowler White Boggs Banker
Legal Counsel

• Moore Bass Consulting
Civil Engineer

• Consensus Builders
Public Participation

• Biological Research Associates
Ecologist

• Glatting Jackson Kercher Anglin Lopez Rinehart
Planner

Tab 12

Alys Beach Resorts

Subtotal	<u>946.67</u>
Taxes	<u>0.00</u>
Total Due	<u>946.67</u>

Alys Beach Resorts

Work Order 42746

MAIN

Closed (Complete)

Printed 9/30/2021 - 1:25 PM (Duplicate Copy)

Maintenance Details

Requested By: Madden, Deborah on
4/24/2020 3:28:00 PM**Phone:****Email:** dmadden@alysbeach.com**Taken By:** Madden, Deborah**Problem:** To Be Decided (TBDP)**Last PM:** 4/22/2020**Target:** 4/24/2020**Priority/Type:** 2 - Normal / Corrective**Shop:** M**Account:** CDD-Not 30A

Amenities



Streets, Ped Paths, Parking



Streets

Reason: Repair Wooden Arm on Street Light at U17**Special Instructions:** Look at lamp and see if we can repair.

Labor

Labor	Work Date	Start	End	Reg Hrs	OT Hrs	Other Hrs
Lang, Douglas	4/25/2020	10:17 AM	11:38 AM	1.6	0	0

Labor Report

Completed: 4/25/2020 11:39:00 AM **Failure:** _____**Report:** dm042420

large exterior lamp hanging by a wire

req PLC

4/25/2020 - DLANG: Replaced broken wooden arm on street light at U 17.

Signature / Name_____
Date_____
Signature / Name_____
Date

Subtotal	<u>2,318.36</u>
Taxes	<u>153.72</u>
Total Due	<u>2,472.08</u>

Maintenance Details

Requested By: Rodriguez, Claude on
1/5/2021 10:19:00 AM
Phone: (850) 530-5127
Email: crodriguez@alysbeach.com
Taken By: Rodriguez, Claude
Problem: Lighting (LIGHTING)
Last PM: 12/8/2020

Target: 1/5/2021
Priority/Type: 2 - Normal / Corrective
Shop: M
Account: CDD-Not 30A

 Amenities
 Streets, Ped Paths, Parking
 Streets
 Street Lights (STREET EQUIPMENT-01)

Model:
Serial:
Manufacturer:
Vicinity:

Reason: Replace Street Light Pole/E LA Garza Lane

Special Instructions: Replace the street light pole on East LA Garza Lane. Pole only per Doug.

Labor

Labor	Work Date	Start	End	Reg Hrs	OT Hrs	Other Hrs
Lang, Douglas	1/5/2021	10:24 AM	12:52 PM	2.47	0	0
ABNA Rates	2/9/2021			2.72	0	0

Parts/Tools

Item	Location	Est Qty	Actual Qty
Street Lights Pole (STRTLIGHTS-P) Light posts-Stain Grade%0D%0A**COST MUST INCLUDE STAINING COST**	M-STOCK - Main Stock Room	0	1

Other Costs

Name	Description	Invoice #	Date	Est Cost	Actual Cost
Stock Street light pole	(1) Street light pole		1/8/2021	\$ 0.00	\$ 1,909.53

Labor Report

Completed: 1/5/2021 12:54:00 PM **Failure:** _____

Report: 1/5/2021 - DLANG: Removed and replaced a brown street light pole on E La Garza. Reused the copper top.

Signature / Name

Date

Signature / Name

Date

Maintenance Details

Requested By: French, Junior on
2/24/2021 11:05:00 AM
Phone: (850) 259-9062
Email: jfrench@alysbeach.com
Taken By: French, Junior
Problem: Electrical (ELECTRICAL
ISSUE)
Last PM: 3/21/2021

Target: 2/24/2021
Priority/Type: 2 - Normal / Corrective
Shop: M
Account: ABNA Roads

 Amenities
 Streets, Ped Paths, Parking
 Streets

Reason: Install New Street Light Pole/McGee & SC Reuse old fixture.

Labor

Labor	Work Date	Start	End	Reg Hrs	OT Hrs	Other Hrs
Lang, Douglas	2/24/2021	3:00 PM	5:00 PM	2	0	0
ABNA Rates	3/3/2021			2	0	0

Parts/Tools

Item	Location	Est Qty	Actual Qty
Street Lights Pole (STRTLIGHTS-P) Light posts-Stain Grade%0D%0A**COST MUST INCLUDE STAINING COST**	M-STOCK - Main Stock Room	0	1

Other Costs

Name	Description	Invoice #	Date	Est Cost	Actual Cost
Street Light Pole (1)			3/3/2021	\$ 0.00	\$ 1,909.53

Labor Report

Completed: 2/25/2021 6:33:00 PM **Failure:** _____

Report: 2/25/2021 - DLANG: Replaced a broken off light pole ONLY at the intersection of N Charles & McGee. We reused the copper top from the broken pole.

Signature / Name_____
Date_____
Signature / Name_____
Date



Alys Beach Resorts

9581 E County Hwy 30A, Bldg D

Alys Beach, FL 32461

Somerset CDD Misc

3434 Colwell Ave

Suite 200

Tampa, FL 33614 33614

Invoice Date:	Nov 30, 2021
Invoice Number:	CL00011741

Date	Reference	Description	Amount	Taxes	Total
Nov 30, 2021	84072	Lull Svc/Dns Dr 10/26/21 53900.4606	260.10	0.00	260.10
Nov 30, 2021	84391	PLC 69559 Irrigation Rep 53900.4609	2,737.50	0.00	2,737.50
Nov 30, 2021	81599L	Rplc Bd TrnsfrmrTB PP Lts 53900.4607	45.00	0.00	45.00
Nov 30, 2021	81599M	Rplc Bd TrnsfrmrTB PP Lts 53900.4607	55.84	0.00	55.84
<p>Date Rec'd Rizzetta & Co., Inc. <u>01/18/2022</u></p> <p>D/M approval _____ Date _____</p> <p>Date entered _____</p> <p>Fund <u>001</u> GL <u>53900</u> OC <u>4607</u> \$100.84</p> <p>Check # _____ <u>4609</u> \$2,737.50</p> <p>_____ <u>4606</u> \$260.10</p>					

Subtotal	<u>3098.44</u>
Taxes	<u>0.00</u>
Total Due	<u>3098.44</u>

Alys Beach Resorts

Work Order 81599

Facilities/HOA PC 1801 - Junior

Closed (Complete)

Printed 11/12/2021 - 11:28 AM (Duplicate Copy)

Maintenance Details

Requested By: Thomas, Deonnie on
9/29/2021 12:01:00 PM**Phone:****Email:** dthomas@alysbeach.com**Taken By:** Thomas, Deonnie**Problem:** Lighting (LIGHTING)**Last PM:** N/A**Target:** 9/29/2021**Priority/Type:** 2 - Normal / Corrective**Supervisor:** Riggsby, Angie**Shop:** FAC/HOA**Account:** CDD (Somerset CDD)

Amenities



Streets, Ped Paths, Parking



Ped Paths



Ped Path Lights

Reason: Replace Bad Transformer TB PP Lights**Special Instructions:** Lighting The owner of 45 La Garza Lane reported last evening that the Path light that runs through Turtle Bale park and the pedestrian Lights between his house and the barns was completely out last evening. Owner is concern about the no lighting and wanted to give us a heads up.

Labor

Labor	Work Date	Start	End	Reg Hrs	OT Hrs	Other Hrs
Gonsalves, Tina	9/29/2021	2:40 PM	3:25 PM	0.75	0	0
Lang, Douglas	9/29/2021	2:40 PM	3:25 PM	0.75	0	0
Gonsalves, Tina	9/30/2021	11:02 AM	11:34 AM	0.53	0	0
Lang, Douglas	9/30/2021	11:04 AM	11:34 AM	0.5	0	0
HOA/CDD Rates	11/2/2021			1	0	0

Parts/Tools

Item	Location	Est Qty	Actual Qty
Transformer (AB-162) 100W Transformer	(Directly Issued)	0	1

Labor Report

Completed: 9/30/2021 11:35:00 AM **Failure:** _____**Report:** Lighting The owner of 45 La Garza Lane reported last evening that the Path light that runs through Turtle Bale park and the pedestrian Lights between his house and the barns was completely out last evening. Owner is concern about the no lighting and wanted to give us a heads up.

9/29/2021 - DLANG: We replaced a 100 watt Volt transformer that was bad but there is still a short somewhere because the new transformer keeps tripping. Donny will look at what all is out tonight and Tina and I will assess tomorrow.

9/30/2021 - DLANG: Checked transformers and found the large 300 watt transformer tripped. Reset it and will recheck the path tonight to update. We did observe PLC installing new irrigation lines that may affect our landscape wiring and lighting.

Signature / Name_____
Date_____
Signature / Name_____
Date

Alys Beach Resorts

Work Order 84072

Facilities/HOA PC 1801 - Junior

Closed (Complete)

Printed 11/12/2021 - 11:29 AM (Duplicate Copy)

Maintenance Details

Requested By: Neal, Cissy on
10/25/2021 11:07:00 AM**Phone:****Email:** c.neal@alysbeach.com**Taken By:** Neal, Cissy**Problem:** Misc (MISC)**Last PM:** 6/8/2021**Target:** 10/26/2021**Priority/Type:** 2 - Normal / Corrective**Supervisor:** Riggsby, Angie**Shop:** FAC/HOA**Account:** CDD (Somerset CDD) Amenities Beach Dunes Restoration**Reason:** Lull Service/Dunes Doctor 10/26/21

Labor

Labor	Work Date	Start	End	Reg Hrs	OT Hrs	Other Hrs
Chapman, Thomas (Clint)	10/26/2021	9:11 AM	11:31 AM	2.33	0	0
Chapman, Thomas (Clint)	10/26/2021	12:12 PM	3:39 PM	3.45	0	0
HOA/CDD Rates	11/5/2021			5.78	0	0

Labor Report

Completed: 10/28/2021
10:57:00 AM **Failure:** _____**Report:** Lull Service for Dunes doctor 9:00
be at KK5 9:30AM 10-26-21

complete

Signature / Name_____
Date_____
Signature / Name_____
Date

Alys Beach Resorts

Work Order 84391

Facilities/HOA PC 1801 - Junior

Closed (Complete)

Printed 11/17/2021 - 3:58 PM (Duplicate Copy)

Maintenance Details

Requested By: Neal, Cissy on
10/29/2021 8:42:00 AM**Phone:****Email:** c.neal@alysbeach.com**Taken By:** Neal, Cissy**Problem:** Landscaping
(LANDSCAPING)**Last PM:** 11/11/2021**Reason:** PLC 69559 Irrigation Repair**Special Instructions:** Pulled new wire for irrigation by NW Buttery on Highway 30A**Target:** 10/29/2021**Priority/Type:** 2 - Normal / Corrective**Supervisor:** Riggsby, Angie**Shop:** FAC/HOA**Account:** CDD (Somerset CDD)

Amenities



Streets, Ped Paths, Parking



Highway 30A

Labor

Labor	Work Date	Start	End	Reg Hrs	OT Hrs	Other Hrs
RIPS PROFESSIONAL LAWN CARE INC	11/10/2021			0.01	0	0

Other Costs

Name	Description	Invoice #	Date	Est Cost	Actual Cost
PLC 69559	irrigation repair	69559	11/10/2021	\$ 0.00	\$ 2,737.50

Labor Report

Completed: 11/10/2021 3:38:00 PM Failure: _____

Report: Pulled new wire for irrigation by NW Buttery on Highway 30A_____
Signature / Name_____
Date_____
Signature / Name_____
Date

1016152

Rip's Professional Lawn Care, Inc

511 North Highway 79
Panama City Beach, FL 32413
850-233-6396

Invoice

Date	Invoice #
11/10/2021	69559

Bill To
EBSCO Gulf Coast Development 9581 County Highway 30-A East - Bldg D Alys Beach, FL 32461

P.O. No.	Terms	Project
WO #84391	Due on receipt	

Description	Qty	Amount																								
Labor - Pulled new wire for irrigation by NW Buttery on 30A	31	2,108.00																								
Single Station Decoder	2	551.50																								
1' Valve	1	78.00																								
<table> <tr> <th>GL Code</th><th>Amount</th><th>PC</th></tr> <tr> <td>432395</td><td>2737.50</td><td>1801</td></tr> <tr> <td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td></tr> <tr> <td>Total</td><td>2737.50</td><td></td></tr> <tr> <td>AK</td><td></td><td>11/15/21</td></tr> <tr> <td></td><td></td><td>Date</td></tr> </table>			GL Code	Amount	PC	432395	2737.50	1801										Total	2737.50		AK		11/15/21			Date
GL Code	Amount	PC																								
432395	2737.50	1801																								
Total	2737.50																									
AK		11/15/21																								
		Date																								
Posted: <u>ppm 11-10-21</u> Con: _____ WO#: <u>84391</u> Log: _____ U7: _____ GL#: <u>432395</u> <u>Hwy 30A</u>																										
Total		\$2,737.50																								
Payments/Credits		\$0.00																								
Balance Due		\$2,737.50																								

MOC

Tab 13

Rip's Professional Lawn Care, Inc
511 North Highway 79
Panama City Beach, FL 32413
850-233-6396

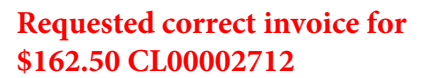
Invoice

Date	Invoice #
5/15/2020	62513

Bill To
Alys Beach Neighborhood Association c/o Rizzetta & Company 120 Richard Jackson Boulevard, Suite 220 Panama City Beach, FL 32407

P.O. No.	Terms	Project
	Net 10	

Quantity	Description	Rate	Amount
	30A Palm Maintenance - Twice Annually	7,700.00	7,700.00
	January - June 2020		
INFORMATION ONLY			
		Total	\$7,700.00



9581 E County Hwy 30A, Bldg D
Alys Beach, FL 32461

Invoice Date:	Feb 29, 2020
Invoice Number:	CL00004299

[illegible]

Subtotal	GL 2005	<u>946.67</u>
Taxes		<u>0.00</u>
Total Due		<u>946.67</u>

Rip's Professional Lawn Care, Inc
511 North Highway 79
Panama City Beach, FL 32413
850-233-6396

Invoice

Date	Invoice #
1/15/2020	61031

Bill To
Alys Beach Neighborhood Association c/o Rizzetta & Company 120 Richard Jackson Boulevard, Suite 220 Panama City Beach, FL 32407

P.O. No.	Terms	Project
	Net 10	

Quantity	Description	Rate	Amount
	Complete Grounds Management - January 2020 Highway 30A Corridor	6,992.00	6,992.00
INFORMATION ONLY			
Total			\$6,992.00



Alys Beach Resorts

9581 E County Hwy 30A, Bldg D
Alys Beach, FL 32461

Landscape/Irrigate ABNA-CDD 30A
120 Richard Jackson Blvd
Suite 220
Panama City Beach FL 32407

Invoice Date:	Jan 31, 2020
Invoice Number:	CL00004000

Date	Reference	Description	Amount	Taxes	Total
Jan 31, 2020	REC-1	30A Weekly Inspections	162.50	0.00	162.50
<div>INFORMATION ONLY</div>					

Subtotal	<u>162.50</u>
Taxes	<u>0.00</u>
Total Due	<u>162.50</u>

Tab 14

Ebsco Gulf Coast Development
 9581 County Highway 30 A East Alys
 Beach, FL 32461 Phone: (850) 213-5500

To:

Somerset CDD oddinvoice@rizzetta.com c/o Rizzetta & Company
 3434 Colwell Ave. Suite 200
 Tampa, FL 33614

<u>Inv Date</u>	<u>Vendor</u>	<u>Invoice #</u>	<u>Description</u>	<u>Total Due</u>
12/8/2021	ABD	202101	Project Management Fee for Development oversight 30a Curb Radius Modifications	\$ 4,346.08
1/11/2022	Pat Shea's Concrete	5730	Enlarge Curb radius / form and pour new curb	\$ 16,800.00
11/29/2021	Stone Scapes	8439	Remove and Replace surrounding pavers	\$ 20,680.00
1/6/2022	Stone Scapes	8512	Change Order for additional paver work	\$ 3,300.00
1/18/2022	Rip's PLC	70440	Landscape improvements after work was complete	\$ 1,608.04
12/27/2022	Rip's PLC	70058	Landscape improvements after work was complete	\$ 1,109.00
12/27/2022	Rip's PLC	70064	Landscape improvements after work was complete	\$ 1,008.88
		Total:		\$48,852.00

Please remit check made payable to: Ebsco Gulf Coast Development

Date Rec'd Rizzetta & Co., Inc. 02/09/2022

D/M approval *Kelly Oliver* Date 3/1/22

Date entered 02/25/2022

Fund 001 GL 53900 OC 4623

Check #

STONE SCAPES, INC.

139 BAY GROVE ROAD
FREEPORT, FL 32439

Invoice

Date	Invoice #
1/6/22	8512

Bill To
ALYS BEACH 9581 CO HWY 30-A EAST "F" ALYS BEACH, FL 32461 ATTN: Steven Wright

INFORMATION ONLY

P.O.#/ Job Name	Terms	Rep
East End curb radius	Due on receipt	

Item	Description	Qty	Rate	Amount
LABOR & MATE...	additional paver work for east end curb radius		3,300.00	3,300.00
			Total	\$3,300.00
			Payments/Credits	\$0.00
			Balance Due	\$3,300.00

Phone #	Fax #
(850) 835-9819	(850) 835-9814

Web Site
www.stonescapes.org

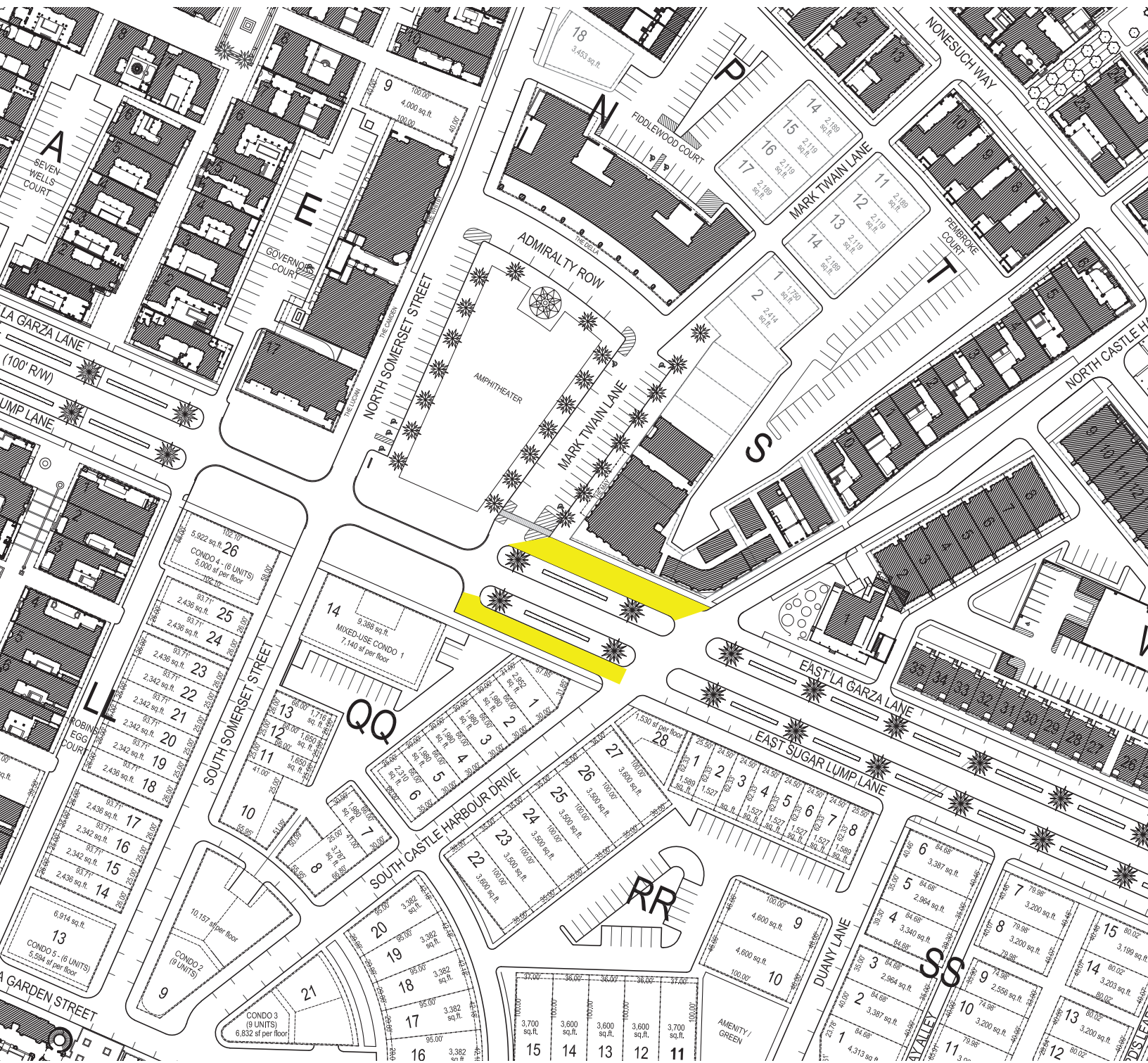
Tab 15



BUDGET WORKSHEET

Project	2022 Slip Road Widening	Date	12/09/21
Description	Site Development	Projected Start	1/10/2022
Estimator	Shane H. Campbell		

Estimated Cost								
Item	Description	Contractor	Labor	Materials	Contract	Equipment	Allowance	Total
1	Demolition & New Curb							
	Remove & Replace Curb	Pat's Concrete			\$ 22,200.00			\$ 22,200.00
2	Unit Pavers							
	Re-set Street Pavers	Stonescapes			\$ 21,670.00			\$ 21,670.00
3	Landscaping							
	Repair - Irrigation & Sod	PLC					7,500.00	\$ 7,500.00
	SUB TOTALS							\$ 51,370.00
	ABD Project Management	10%						\$ 5,137.00
	TOTAL							\$ 56,507.00



Pat Shea's Concrete, Inc
236 Escanaba Ave
Panama City Beach, FL 32413

Proposal

Date

11/29/2021

Name / Address

Alys Beach Construction
9581 County Highway 30-A East – “F”
Alys Beach, FL 32461

Project

Slip Road Widening

Description	Total
Slip Road Widening	22,200.00
North & South Side of 30-A @ May/Neat	
198' & 172' Removing to Widen	
Excavate @ \$10.00 per	
Remove existing Curb @ \$10.00 per	
Pour New Curb @ \$40.00 per	
370' @ \$60.00 per	\$22,200.00
DOES NOT INCLUDE - EXCAVATION , PRETREAT, ANCHORING HARDWARE (BOLTS, STRAPS,POST BRACKETS, ETC..) FILL DIRT, FILLING SLAB TO GRADE, SITE PREPERATION, BLOCK OR BLOCK FILL, UNLESS SPECIFIED ABOVE.	Total \$22,200.00

STONE SCAPES, INC

ROBERT REEDER, PRESIDENT

139 BAY GROVE ROAD
FREEPORT, FL 32439

SALES AND INSTALLATION

PAVERS, RETAINING WALLS & HARDSCAPES

P) 850-835-9819

F) 850-835-9814

ICPI MEMBER

C) 850-819-1561

Dave@stonescapes.org

LICENSED IN: ALA, FL, LA, & MISS

E-VERIFY COMPANY

12/01/2021

PROPOSAL

TO: Alys Beach ATTN: Steven Wright
FROM: Dave Broxson
RE: May Curb Radii and Road widening Alys Beach, FL

SCOPE OF WORK:

- Radiuses 2 at 250 SF= 500 SF
 - Install and compact 12' of 57 stone
 - Install 89 stone, pavers and filter fabric

MATERIALS & LABOR: \$6,570.00

- 3' Road strips (900 SF)
 - Same as above

MATERIALS & LABOR: \$11,800.00

- No Parking lines (420 LF)
 - Install 4x8 charcoal pavers to form lines

MATERIALS & LABOR: \$3,300.00

JOB TOTAL \$ 21,670.00

(SEE TERMS #2 BELOW)

WE DO NOT ACCEPT CREDIT CARDS

TERMS & CONDITIONS:

1. 0% DEPOSIT REQUIRED.
2. MATERIALS WILL BE ORDERED AFTER CONTRACT IS SIGNED AND DEPOSIT RECEIVED.
3. BALANCE DUE UPON COMPLETION OF JOB.
4. ANY CHANGES TO THIS CONTRACT WILL REQUIRE A CHANGE ORDER OR REVISED, SIGNED CONTRACT.
5. STONE SCAPES, INC., SUPPLIES ALL MATERIALS AND OWNS ANY REMAINING ITEMS AFTER JOB IS COMPLETED.
6. WE GUARANTEE ALL WORKMANSHIP PERFORMED ON THE JOB SITE FOR ONE YEAR FROM DATE OF INVOICE. ANY DAMAGE CAUSED BY OTHER PARTIES SHALL NOT BE THE RESPONSIBILITY OF STONE SCAPES, INC.

DAVE BROXSON

DAVE BROXSON
STONE SCAPES, INC.

CUSTOMER SIGNATURE/DATE



BUDGET WORKSHEET

Project	Alys Beach Street Paver Repair	Date	01/20/22					
Description	Site Repairs - CDD	Projected Start						
Estimator	Sam Rhodes							
		Estimated Cost						
Item	Description	Contractor	Labor	Materials	Contract	Equipment	Allowance	Total
1	North & South 30a and S Castle Harb	Stonescapes			\$ 12,100.00			\$ 12,100.00
	intersection E La Garza / Sugar Lump and Castle Harbour							
	SUB TOTALS		\$ -	\$ -				\$ 12,100.00
	CONTINGENCY	10%						\$ 1,210.00
	TOTAL		\$ -	\$ -				\$ 13,310.00

Tab 16

STONE SCAPES, INC

ROBERT REEDER, PRESIDENT

139 BAY GROVE ROAD
FREEPORT, FL 32439

SALES AND INSTALLATION

PAVERS, RETAINING WALLS & HARDSCAPES

ICPI MEMBER

Dave@stonescapes.org

LICENSED IN: ALA, FL, LA, & MISS

E-VERIFY COMPANY

P) 850-835-9819

F) 850-835-9814

C) 850-819-1561

01/17/2022

PROPOSAL

TO: Alys Beach ATTN: WBerta wberta@alysbeach.com 850-460-5771
FROM: Dave Broxson
RE: Street paver repairs

SCOPE OF WORK:

- **NOTE: ALL AREAS ARE BID TO REMOVE PAVERS, ADD AND REGRADE 89 STONE TO NEW ELEVATIONS AND RELAY PAVERS AND 89 STONE**

• PP parking court & Kings Castle Court	9,020 SF	\$45,100.00
• Sea Garden & West LaGarza intersection	1,200 SF	\$6,000.00
• Sea Garden & West Sugar Lump intersection	1,200 SF	\$6,000.00
• Sea Castle from Sea Garden to AG24	5,050 SF	\$25,250.00
• Shinbone Court (Parking lot @ 2 drains)	1,640 SF	\$8,200.00
• S. Castle Harbor inter to VV Block (On Sea Garden)	4,850 SF	\$24,250.00
• 30A & S Castle Harbor intersection	2,420 SF	\$12,100.00
• Hogpenny & N Somerset intersection	680 SF	\$3,400.00
• N Charles St 3 manholes at McGee	1,070 SF	\$5,350.00
• Mark Twain & 30A intersection	1,600 SF	\$8,000.00
• Z block to AA block (Lemon Hill Alley)	5,220 SF	\$26,100.00

**Delay
One Year**

(SEE TERMS #2 BELOW)

WE DO NOT ACCEPT CREDIT CARDS

TERMS & CONDITIONS:

1. 0% DEPOSIT REQUIRED.
2. MATERIALS WILL BE ORDERED AFTER CONTRACT IS SIGNED AND DEPOSIT RECEIVED.
3. BALANCE DUE UPON COMPLETION OF JOB.
4. ANY CHANGES TO THIS CONTRACT WILL REQUIRE A CHANGE ORDER OR REVISED, SIGNED CONTRACT.
5. STONE SCAPES, INC., SUPPLIES ALL MATERIALS AND OWNS ANY REMAINING ITEMS AFTER JOB IS COMPLETED.
6. WE GUARANTEE ALL WORKMANSHIP PERFORMED ON THE JOB SITE FOR ONE YEAR FROM DATE OF INVOICE. ANY DAMAGE CAUSED BY OTHER PARTIES SHALL NOT BE THE

RESPONSIBILITY OF STONE SCAPES, INC.

DAVE BROXSON

DAVE BROXSON
STONE SCAPES, INC.

CUSTOMER SIGNATURE/DATE



Tab 17



INVOICE

BILL TO

Kim O'Mera
Somerset Community
Development District
c/o Rizzetta & Company
3434 Colwell Avenue
Suite 200
Tampa, FL 33614

INVOICE # 2629**DATE** 02/16/2022**TERMS** Due on receipt

ACTIVITY	QTY	RATE	AMOUNT
Consulting Khoury & Vogt Architects - Jsnuary Consulting for TA Responsibilities Street Lights	0.75	200.00	150.00

BALANCE DUE**\$150.00**Date Rec'd Rizzetta & Co., Inc. 02/17/2022

D/M approval _____ Date _____

Date entered 02/25/2022Fund 001 GL 54100 OC 4651

Check # _____

Hold for meeting

2022-01 Somerset Community Development District

Date	Project Code	Task	Notes	Hours	Billable Rate	Billable Amount
12/6/2021	CDD	Meeting / Correspondence	With David and Scott B: Street Lights	0.25	\$200	\$ 50.00
1/24/2022	CDD	Meeting / Correspondence	Street lights in T-3 with Scott B	0.50	\$200	\$ 100.00
			Town Architect Totals	0.75		\$ 150.00

Tab 18

Proposal

Page No. 1 of 1 Pages

No. 22-053

McHENRY ELECTRIC, INC.
 "Proudly Serving The Emerald Coast Since 1984"
 50 Hatchew Road
 MIRAMAR BEACH, FL 32550
 (850) 837-9003 / 837-5443 Fax
 ER 0009321

PROPOSAL SUBMITTED TO Alys Beach Engineering, Inc.		PHONE 850-213-5600	DATE February 26, 2022
STREET P.O. Box 61-5600		JOB NAME Raised beds	
CITY, STATE and ZIP CODE Alys Beach, FL 32461		JOB LOCATION Sea Garden	
ARCHITECT N/A	DATE OF PLANS N/A	Alys Beach, FL 32461	

We propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of:

Nine thousand one hundred eighty one dollars and 0/100 ----- dollars \$ 9,181.00

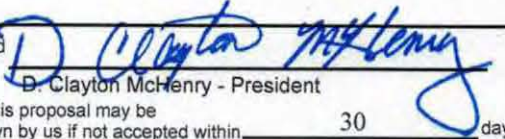
Payments to be made as follows:

Net 10 days. A finance charge of 1.5% per month (18% per annum) will be charged on all unpaid balances.

100% due upon completion.

All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from specifications below involving extra costs will be executed upon written or oral orders and will become an extra charge over the above estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature


 D. Clayton McHenry - President
 Note: This proposal may be withdrawn by us if not accepted within 30 days.

We hereby submit specifications and estimates for

Furnish and install tape for raised beds.

Includes the following:

A) Remove all defective LED tape and live ends on the raised beds.

B) Furnish and install all new 12V LED tape, live ends, and hardware for (2) beds.

Does not include: Warranty, liability, responsibility for any existing electric wiring, fixtures, lamps, LED lamps, UCL, plug strips, baseboard outlets, recessed cans or trims.

exterior light package, emergency lights, switches, receptacles, dimmers, sod, plants, painting or patching.

Acceptance of proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorize to do the work as specified. Payment will be made as outlined above.

Note: The above price is based on current material prices. IF any material price increases over 5% the above price will have to be adjusted. The above price is only valid for 180 days from the date above. If the job is not completed within 180 days, it might be necessary to adjust the contract price. Prevailing party is due any legal fees arising from this contract. We reserve the right to cease work due to nonpayment of invoices.

Signature- _____

Date of
Acceptance- _____

Inspire V4 Outdoor Single Color

LED TAPE LIGHT



Fixture Type:

Part Number:

Project Name:



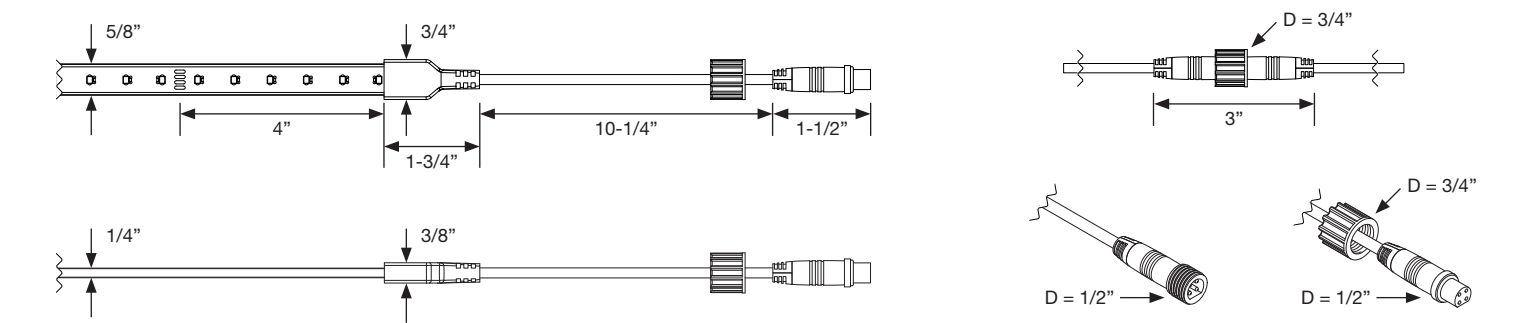
Female lead at end of LED tape light



LED tape light detail



Male lead at end of LED tape light



Specifications

Color Temperatures	<ul style="list-style-type: none">• 2700K• 3000K	CRI	94+
Lumen Output	up to 133 Lumens/FT	Mounting	Inspire V4 Outdoor Strip Channel (REQUIRED; must specify separately)
Input Power	24VDC	Dimensions (WxH)	5/8" x 1/4" (14.6mm x 5.5mm)
Max Run Length	25FT	Operating Temperature	-22°F to 140°F (-30°C to 60°C)
Cut Increments	every 4in	Lamp Life	50,000 Hours
Power Consumption	3.8 Watts/FT	Certifications	UL Listed (E467147)
Product Color	Black	Dimming & Control	<ul style="list-style-type: none">• 0-10V• MLV• ELV• Incandescent• CFL/LED
LEDs per Foot	18	Environment	IP67 Non-Submersible
Light Distribution	120°	Warranty	5 Year Limited
Compatible Connectors	Inspire V4 Outdoor Connectors		
Included Accessories	<ul style="list-style-type: none">• (1) 25FT Inspire V4 Outdoor Connector• End Caps		

Ordering

Color Temperature	Lumens/FT	Roll Length	Part Number
2700K	99	25FT	V4-OUT-27-SB-BLK-25
2700K	99	15FT	V4-OUT-27-SB-BLK-15
2700K	99	5FT	V4-OUT-27-SB-BLK-5
3000K	133	25FT	V4-OUT-30-SB-BLK-25
3000K	133	15FT	V4-OUT-30-SB-BLK-15
3000K	133	5FT	V4-OUT-30-SB-BLK-5





WEST LA GARZA LANE

CR - 30A (100' R/W)

WEST SUGAR LUMP LANE

MOONGATE
COURT

7
CH

1 93.00'
3,767 sq.ft.
CH 40.50'
2 93.00'
3,061 sq.ft.
CH 33.00'

4 93.00'
3,581 sq.ft.
CH 38.50'
5 93.00'
3,069 sq.ft.
CH 33.00'
6 93.00'
3,069 sq.ft.
CH 33.00'
7 93.00'
3,580 sq.ft.
CH 38.50'

ROBINS
EGG
COURT

SOUTH SOMERSET STREET

SHINBONE
COURT

8 93.00'
3,673 sq.ft.
CH 38.50'
10 101.00'
3,333 sq.ft.
CH 33.00'
12 91.02'
3,704 sq.ft.
CH 41.50'

SEA GARDEN STREET

SEA FOAM ALLEY

BEACH

Tab 19

Somerset CDD – Lighting Proposals
as of March 15, 2022

● Proposal C

McHenry's Cost - \$800.00

Pole Cost - \$4535.00 (pole only)

Concrete Demo & Re-pour - \$1300.00

Total for Proposal C = \$6,635.00

Job Name: Street Lights

Location: South Charles St. at JJ7

Scope of work will include:

- A. Demo and removal of concrete & old pole.
- B. Furnish and install 1 PVC J-box.
- C. Furnish and install UF cable & connectors (2).
- D. Install owner furnished T-4 streetlight.
- E. Install hardware and bulb.

Reason: This is to replace a pole that rotted and fell over.

● Proposal E

McHenry's Cost - \$7,783.00

Job Name: Street Light T-3

Location: U11

Scope of work will include:

- A. Furnish and install 1 type T-3 streetlight.
- B. Prep, paint, and install pole.
- C. Furnish and install hardware.

Reason: This is to replace a streetlight that is rotten and has bug damage.

● Proposal G

McHenry's Cost - \$7,783.00

Job Name: Street Light T-3

Location: D11 (Northeast Corner)

Scope of work will include:

- A. Furnish and install 1 type T-3 streetlight.
- B. Prep, paint, and install pole.
- C. Furnish and install hardware.

Reason: This is to replace a rotten and bug damaged streetlight.

● Proposal I

McHenry's Cost - \$750.00

Pole Cost - \$4535.00 (pole only)

Concrete Demo & Re-pour - \$600.00

Total for Proposal I = \$5,885.00

Job Name: Street Light T-4

Location: C6 Island

Scope of work will include:

- A. Install owner furnished T-4 streetlight.
- B. Install hardware.
- C. Install J Box.

Reason: This is to replace a streetlight that rotted and fell over.

● Proposal J

McHenry's Cost - \$700.00

Pole Cost - \$4535.00 (pole only)

Total for Proposal J = \$5,235.00

Job Name: Street Light T-4

Location: West LaGarza (end)

Scope of work will include:

- A. Install owner furnished T-4 streetlight.
- B. Install hardware.
- C. Install J Box.

Reason: This is to replace a rotted pole that fell over.

● Proposal K

McHenry's Cost - \$700.00

Pole Cost - \$4535.00 (pole only)

Total for Proposal K = \$5,235.00

Job Name: Street Light T-4

Location: Charles / West LaGarza

Scope of work will include:

- D. Install owner furnished T-4 streetlight.
- E. Install hardware.
- F. Install J Box.

Reason: This is to replace a pole that rotted and fell over.

Total: \$38,556.00

Proposal

Page No. 1 of 1 Pages

No. 22-018



McHENRY ELECTRIC, INC.
 "Proudly Serving The Emerald Coast Since 1984"
 50 Hatchew Road
 MIRAMAR BEACH, FL 32550
 (850) 837-9003 / 837-5443 Fax
 ER 0009321

PROPOSAL SUBMITTED TO Alys Beach Engineering		PHONE 850-213-5600	DATE February 2, 2022
STREET 9581 County Highway 30-A East		JOB NAME Street lights	
CITY, STATE and ZIP CODE Alys Beach, FL 32461		JOB LOCATION S. Charles Street at JJ-07	
ARCHITECT N/A	DATE OF PLANS N/A	Alys Beach, FL 32461	

We propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of:

Eight hundred dollars and 00/100----- dollars (\$ **800.00**)

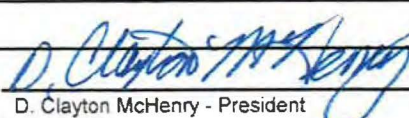
Payments to be made as follows:

Net 10 days. A finance charge of 1.5% per month (18% per annum) will be charged on all unpaid balances.

100% due upon completion.

All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from specifications below involving extra costs will be executed upon written or oral orders and will become an extra charge over the above estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature


D. Clayton McHenry - President

Note: This proposal may be withdrawn by us if not accepted within **30** days.

We hereby submit specifications and estimates for Installing (1) owner furnished T-4 Street light.

Includes the following:

A) Remove broken wood pole base.

B) Furnish and install (1) PVC J-Box, UF cable and underground wire nuts.

C) Assemble (1) owner furnished T-4 Street light and hardware.

D) Install (1) owner furnished T-4 Street light and bulb.

Does not include any warranty, liability, responsibility for street light, bulb or electrical wiring.

Acceptance of proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorize to do the work as specified. Payment will be made as outlined above.

Note: The above price is based on current material prices. IF any material price increases over 5% the above price will have to be adjusted. The above price is only valid for 180 days from the date above. If the job is not completed within 180 days, it might be necessary to adjust the contract price. Prevailing party is due any legal fees arising from this contract. We reserve the right to cease work due to nonpayment of invoices.

Signature- _____

Date of

Acceptance- _____

Proposal

Page No. 1 of 1 Pages

No. 22-045



McHENRY ELECTRIC, INC.
 "Proudly Serving The Emerald Coast Since 1984"
 50 Hatchew Road
 MIRAMAR BEACH, FL 32550
 (850) 837-9003 / 837-5443 Fax
 ER 0009321

PROPOSAL SUBMITTED TO Alys Beach Engineering, Inc.		PHONE 850-213-5600	DATE February 24, 2022
STREET P.O. Box 61-5600		JOB NAME Street light T-3	
CITY, STATE and ZIP CODE Alys Beach, FL 32461		JOB LOCATION U-11	
ARCHITECT N/A	DATE OF PLANS N/A	Alys Beach, FL 32461	

We propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of:

Seven thousand seven hundred eighty three hundred and 0/100 ----- dollars \$ **7,783.00**

Payments to be made as follows:

Net 10 days. A finance charge of 1.5% per month (18% per annum) will be charged on all unpaid balances.

100% due upon completion.

All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from specifications below involving extra costs will be executed upon written or oral orders and will become an extra charge over the above estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature

[Signature]
D. Clayton McHenry - President

Note: This proposal may be withdrawn by us if not accepted within **30** days.

We hereby submit specifications and estimates for **Street light T-3**

Includes the following:

A) Furnish and install (1) type T-3 street light.

B) Furnish and install hardware.

C) Includes painting pole.

Does not include: Any warranty, liability, responsibility for any existing wiring, conduit, panels, breakers, photo cells, or GFI.

Acceptance of proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorize to do the work as specified. Payment will be made as outlined above.

Note The above price is based on current material prices. IF any material price increases over 5% the above price will have to be adjusted. The above price is only valid for 180 days from the date above. If the job is not completed within 180 days, it might be necessary to adjust the contract price. Prevailing party is due any legal fees arising from this contract. We reserve the right to cease work due to nonpayment of invoices.

Signature- _____

Date of _____

Acceptance- _____

Proposal

Page No. 1 of 1 Pages

No. 22-047

G

McHENRY ELECTRIC, INC.
 "Proudly Serving The Emerald Coast Since 1984"
 50 Hatchew Road
 MIRAMAR BEACH, FL 32550
 (850) 837-9003 / 837-5443 Fax
 ER 0009321

PROPOSAL SUBMITTED TO Alys Beach Engineering, Inc.		PHONE 850-213-5600	DATE February 24, 2022
STREET P.O. Box 61-5600		JOB NAME Street light T-3	
CITY, STATE and ZIP CODE Alys Beach, FL 32461		JOB LOCATION D11 N/E Corner	
ARCHITECT N/A	DATE OF PLANS N/A	Alys Beach, FL 32461	

We propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of:

Seven thousand seven hundred eighty three hundred and 0/100 ----- dollars (\$ 7,783.00)

Payments to be made as follows:

Net 10 days. A finance charge of 1.5% per month (18% per annum) will be charged on all unpaid balances.

100% due upon completion.

All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from specifications below involving extra costs will be executed upon written or oral orders and will become an extra charge over the above estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature

D. Clayton McHenry - President

Note: This proposal may be withdrawn by us if not accepted within 30 days.

We hereby submit specifications and estimates for Street light T-3

Includes the following:

A) Furnish and install (1) type T-3 street light.

B) Furnish and install hardware.

C) Includes painting pole.

Does not include: Any warranty, liability, responsibility for any existing wiring, conduit, panels, breakers, photo cells, or GFI.

Acceptance of proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorize to do the work as specified. Payment will be made as outlined above.

Note: The above price is based on current material prices. IF any material price increases over 5% the above price will have to be adjusted. The above price is only valid for 180 days from the date above. If the job is not completed within 180 days, it might be necessary to adjust the contract price. Prevailing party is due any legal fees arising from this contract. We reserve the right to cease work due to nonpayment of invoices.

Signature- _____

Date of
Acceptance- _____

Proposal

Page No. 1 of 1 Pages

No. 22-049

H

McHENRY ELECTRIC, INC.
 "Proudly Serving The Emerald Coast Since 1984"
 50 Hatchew Road
 MIRAMAR BEACH, FL 32550
 (850) 837-9003 / 837-5443 Fax
 ER 0009321

PROPOSAL SUBMITTED TO Alys Beach Engineering, Inc.		PHONE 850-213-5600	DATE February 24, 2022
STREET P.O. Box 61-5600		JOB NAME Street light T-4	
CITY, STATE and ZIP CODE Alys Beach, FL 32461		JOB LOCATION C-6 Island	
ARCHITECT N/A	DATE OF PLANS N/A	Alys Beach, FL 32461	

We propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of:

Seven hundred fifty dollars and 0/100 ----- dollars \$ 750.00

Payments to be made as follows:

Net 10 days. A finance charge of 1.5% per month (18% per annum) will be charged on all unpaid balances.

100% due upon completion.

All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from specifications below involving extra costs will be executed upon written or oral orders and will become an extra charge over the above estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature

D. Clayton McHenry
D. Clayton McHenry - President

Note: This proposal may be withdrawn by us if not accepted within 30 days

We hereby submit specifications and estimates for Street light T-4

Includes the following:

A) Install (1) owner furnished type T-4 street light.

B) Install hardware.

C) Install J box.

Does not include: Any warranty, liability, responsibility for any existing wiring, conduit, panels, breakers, photo cells, or GFI.

Acceptance of proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorize to do the work as specified. Payment will be made as outlined above.
Note: The above price is based on current material prices. IF any material price increases over 5% the above price will have to be adjusted. The above price is only valid for 180 days from the date above. If the job is not completed within 180 days it might be necessary to adjust the contract price. Prevailing party is due any legal fees arising from this contract. We reserve the right to cease work due to nonpayment of invoices.

Signature- _____

Date of
Acceptance- _____

Proposal

Page No. 1 of 1 Pages

No. 22-050

121

McHENRY ELECTRIC, INC.
 "Proudly Serving The Emerald Coast Since 1984"
 50 Hatchew Road
 MIRAMAR BEACH, FL 32550
 (850) 837-9003 / 837-5443 Fax
 ER 0009321

PROPOSAL SUBMITTED TO Alys Beach Engineering, Inc.		PHONE 850-213-5600	DATE February 24, 2022
STREET P.O. Box 61-5600		JOB NAME Street light T-4	
CITY, STATE and ZIP CODE Alys Beach, FL 32461		JOB LOCATION W. Lagarza (end)	
ARCHITECT N/A	DATE OF PLANS N/A	Alys Beach, FL 32461	

We propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of:

Seven hundred and 0/100 ----- dollars (\$ **700.00**)

Payments to be made as follows:

Net 10 days. A finance charge of 1.5% per month (18% per annum) will be charged on all unpaid balances.

100% due upon completion.

All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from specifications below involving extra costs will be executed upon written or oral orders and will become an extra charge over the above estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature

D. Clayton McHenry
D. Clayton McHenry - President

Note: This proposal may be withdrawn by us if not accepted within **30** days

We hereby submit specifications and estimates for Street light T-4

Includes the following:

A) Install (1) owner furnished type T-4 street light.

B) Install hardware.

C) Install J box.

Does not include: Any warranty, liability, responsibility for any existing wiring, conduit, panels, breakers, photo cells, or GFI.

Acceptance of proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorize to do the work as specified. Payment will be made as outlined above.

Note: The above price is based on current material prices. If any material price increases over 5% the above price will have to be adjusted. The above price is only valid for 180 days from the date above. If the job is not completed within 180 days, it might be necessary to adjust the contract price. Prevailing party is due any legal fees arising from this contract. We reserve the right to cease work due to nonpayment of invoices.

Signature- _____

Date of
Acceptance- _____

Proposal

Page No. 1 of 1 Pages

No. 22-051

K

McHENRY ELECTRIC, INC.
 "Proudly Serving The Emerald Coast Since 1984"
 50 Hatchew Road
 MIRAMAR BEACH, FL 32550
 (850) 837-9003 / 837-5443 Fax
 ER 0009321

PROPOSAL SUBMITTED TO Alys Beach Engineering, Inc.		PHONE 850-213-5600	DATE February 24, 2022
STREET P.O. Box 61-5600		JOB NAME Street light T-4	
CITY, STATE and ZIP CODE Alys Beach, FL 32461		JOB LOCATION Charles/ W. Lagarza	
ARCHITECT N/A	DATE OF PLANS N/A	Alys Beach, FL 32461	

We propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of:

Seven hundred and 0/100 ----- dollars \$ **700.00**

Payments to be made as follows:

Net 10 days. A finance charge of 1.5% per month (18% per annum) will be charged on all unpaid balances.

100% due upon completion.

All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from specifications below involving extra costs will be executed upon written or oral orders and will become an extra charge over the above estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature

[Signature]
D. Clayton McHenry - President

Note: This proposal may be withdrawn by us if not accepted within **30** days.

We hereby submit specifications and estimates for **Street light T-4**

Includes the following:

A) Install (1) owner furnished type T-4 street light.

B) Install hardware.

C) Install J box.

Does not include: Any warranty, liability, responsibility for any existing wiring, conduit, panels, breakers, photo cells, or GFI.

Acceptance of proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorize to do the work as specified. Payment will be made as outlined above.

Note: The above price is based on current material prices. If any material price increases over 5% the above price will have to be adjusted. The above price is only valid for 180 days from the date above. If the job is not completed within 180 days, it might be necessary to adjust the contract price. Prevailing party is due any legal fees arising from this contract. We reserve the right to cease work due to nonpayment of invoices.

Signature- _____

Date of
Acceptance- _____

Tab 20

RESOLUTION 2022-05

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOMERSET
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A REGISTERED
AGENT AND REGISTERED OFFICE OF THE SOMERSET COMMUNITY
DEVELOPMENT DISTRICT.**

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

WHEREAS, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitted by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

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

SECTION 1. Tucker F. Mackie of Kutak Rock LLP is hereby designated as the Registered Agent for the Somerset Community Development District.

SECTION 2. The District’s Registered Office shall be located at the office of Kutak Rock LLP, 113 South Monroe Street, Suite 116, Tallahassee, Florida 32301 until February 15, 2022. Commencing February 16, 2022, the District’s Registered Office shall be located at the office of Kutak Rock LLP, 107 West College Avenue, Tallahassee, Florida 32301.

SECTION 3. In accordance with Section 189.014, *Florida Statutes*, the District’s Secretary is hereby directed to file certified copies of this Resolution with Walton County and the Florida Department of Economic Opportunity.

SECTION 4. This Resolution shall become effective immediately upon adoption and any provisions of any previous resolutions in conflict with the provisions hereof are hereby superseded.

PASSED AND ADOPTED this 23rd day of March, 2022.

ATTEST:

**SOMERSET COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Tab 21

RESOLUTION 2022-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOMERSET COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNER ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Somerset 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 Walton County, Florida; and

WHEREAS, pursuant to Section 190.006(1), *Florida Statutes*, the District's Board of Supervisors ("**Board**") "shall exercise the powers granted to the district pursuant to [Chapter 190, *Florida Statutes*]," and the Board shall consist of five members; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board Supervisors for the District on a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

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

1. **EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS.** The Board is currently made up of the following individuals:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	George Hartley	November 2024
2	Tonya Pippin	November 2022
3	John Rosenberg	November 2024
4	Tom Dodson	November 2022
5	Andrew O'Connell	November 2022

This year, Seat 2, currently held by Tonya Pippin, Seat 4, currently held by Tom Dodson, and Seat 5, currently held by Andrew O'Connell, are subject to election by landowners in November 2022. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

2. **LANDOWNER'S ELECTION.** In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held on the ____ day of November 2022, at ____ a/p.m., and located at Alys Beach Office, Building 1, 84 Elbow Beach Road, Alys Beach, Florida 32461.

3. **PUBLICATION.** The District's Secretary is hereby directed to publish notice of the landowners' meeting and election in accordance with the requirements of Section 190.006(2), *Florida Statutes*.

4. **FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting

and election have been announced by the Board at its March 23, 2022 meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the office of the District Manager, located at 120 Richard Jackson Boulevard, Suite 220, Panama City Beach, Florida 32407.

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

6. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS 23rd DAY OF MARCH 2022.

**SOMERSET COMMUNITY DEVELOPMENT
DISTRICT**

ATTEST:

CHAIRMAN / VICE CHAIRMAN

SECRETARY / ASST. SECRETARY

EXHIBIT A

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE SOMERSET COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Somerset Community Development District ("**District**") the location of which is generally described as comprising a parcel or parcels of land containing approximately 158.49 acres, located on both sides of County Highway 30A, west of Seacrest Beach, east of County Road 395, and bordered on the south by the Gulf of Mexico, in Walton County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District's Board of Supervisors ("**Board**", and individually, "**Supervisor**"). Immediately following the landowners' meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November __, 2022
TIME: _____
PLACE: Alys Beach Office
84 Elbow Beach Road, Bldg. 1
Alys Beach, Florida 32461

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 120 Richard Jackson Boulevard, Suite 220, Panama City Beach, Florida 32407, Ph: (850) 334-9055 ("**District Manager's Office**"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager's Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager's Office, at least 48 hours before the hearing. 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.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such 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.

Kim O'Mera
District Manager
Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
SOMERSET COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: _____, November __, 2022

TIME: _____ .M.

LOCATION: **Alys Beach Office**
 84 Elbow Beach Road, Bldg. 1
 Alys Beach, Florida 32461

Pursuant to Chapter 190, *Florida Statutes*, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

**SOMERSET COMMUNITY DEVELOPMENT DISTRICT
WALTON COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER __, 2022**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ ("**Proxy Holder**") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Somerset Community Development District to be held at the Alys Beach Office, 84 Elbow Beach Road, Bldg. 1, Alys Beach, Florida 32461, on November __, 2022, at ____ a/p.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

Parcel Description

Acreage

Authorized Votes

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes*, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT
SOMERSET COMMUNITY DEVELOPMENT DISTRICT
WALTON COUNTY, FLORIDA
LANDOWNERS' MEETING - NOVEMBER __, 2022

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2) year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Somerset Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
2		
4		
5		

Date: _____

Signed: _____

Printed Name: _____

STAFF REPORTS

District Counsel

District Engineer

Tab 22

INNERLIGHT ENGINEERING CORPORATION

11490 Emerald Coast Parkway • Suite 2W • Miramar Beach, Florida • 32550

www.ieceng.com

THINK

•

SOLVE

•

SERVE

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

Work Authorization No. 3

Stormwater Needs Analysis

(ALYS BEACH, FLORIDA)

February __, 2022

THIS WORK AUTHORIZATION AGREEMENT, MADE AND ENTERED INTO THIS __ DAY OF FEBRUARY, 2022 is presented according to the requirements established within the executed "Agreement Between Somerset Community Development District and Innerlight Engineering Corporation for Professional Engineering Services" (Blanket Agreement) made and entered into on May 12, 2014 (and ratified by the District Board of Supervisors at the August 11, 2014 Board Meeting), whose mailing addresses are as follows:

SOMERSET COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Walton County, Florida, whose address is 120 Richard Jackson Boulevard, Panama City Beach, FL 32407 (the "District"), and

INNERLIGHT ENGINEERING CORPORATION, whose mailing address is 11490 Emerald Coast Parkway, Suite 2W, Miramar Beach, Florida, 32550 ("Engineer").

WHEREAS, the District wishes to engage Engineer for the performance of Professional Engineering and / or Surveying Services; and has determined that Engineer is qualified to serve as Engineer for the Client; and

WHEREAS, the District intends to employ Consultant to perform one or more of the following services as specified and contractually obligated through authorized requests in writing:

- Civil Engineering
- Land Surveying
- Technical Studies
- Infrastructure Conditions Assessment

WHEREAS, 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 District during the 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:

Exhibit A: Scope of Services.

Task 1: Stormwater Needs Analysis:

\$14,500.00

The scope of work may include the followings components:

- Research and assess requirements regarding stormwater needs analysis described under Florida Statutes Sections 403.9301 & 403.9302.
- Research and obtain readily available stormwater management information from District Files including items such as stormwater management reports, construction drawings, drainage calculations, etc. related to the Somerset CDD Stormwater Management Facilities.
- Conduct site visits (up to two) to document general existing conditions of onsite stormwater facilities.
- Prepare a Stormwater Needs Analysis Report including the following:
 - A detailed description of associated stormwater facilities and narrative.
 - A discussion on best management practices.
 - The number of current and projected residents served calculated in 5-year increments.
 - The current and projected service area
 - The current and projected cost of providing services calculated in 5-year increments.
 - The estimated remaining useful life of each facility or its major components.
 - The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components. (This task will require coordination and information provided by District Management staff).
 - The district's plan to fund the maintenance or expansion of any facility or its major components. (This task will require coordination and information provided by District Management staff).
- Preparation of any necessary graphics, drawings necessary for report above.
- Preparation of cost opinion worksheets for information required in report above.
Coordination with District staff (up to 8 hours) in relation to the Stormwater Needs Analysis Report. (If any additional coordination time is needed, it will be billed under the General Services hourly contract)

ASSUMPTIONS and EXCLUSIONS

The following assumptions and exclusions are noted:

- Services other than those specifically outlined in Task 1 above are excluded.

Exhibit D: Compensation.

- I. **Basic Services:** As full and complete compensation for basic services, Innerlight Engineering Corporation shall be paid basic compensation in accordance with (a) below:
- a. A Fixed Fee of Seventeen Thousand Dollars and No Cents
 - b. **On a time and materials basis for an Not To Exceed Amount of Fifteen Thousand Dollars (\$15,000.00).**
- II. **Hourly Rates:** The hourly rate will be at \$200 / hour.

REIMBURSABLE EXPENSES. It is understood and agreed that the payment of compensation for Reimbursable Expenses under this contract shall be based upon the executed Professional Services Agreement.

ACCEPTANCE. Acceptance of this Agreement will authorize by writing Innerlight Engineering Corporation to complete the Scope of Work as outlined above and is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

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

Attest:

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

Assistant Secretary/Secretary

By: Chairman, Board of Supervisors

INNERLIGHT ENGINEERING CORPORATION

Witness

By: James A. Martelli, P.E.
Its: Director

District Manager

**SUPERVISOR
REQUESTS
AND
AUDIENCE COMMENTS**

ADJOURNMENT