



Rizzetta & Company

Somerset Community Development District

Board of Supervisors' Meeting December 5, 2024

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

www.somersetcdd.org

SOMERSET COMMUNITY DEVELOPMENT DISTRICT AGENDA

Alys Beach Conference Room, located at 85 Elbow Beach Road, Building 1,
Alys Beach, Florida 32461

Board of Supervisors	Robert Stenhammer John Rosenberg George Hartley Belinda Ballew Tom Dodson	Chairman Vice Chairman Assistant Secretary Assistant Secretary 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 Public Comment portion of the agenda is where individuals may make comments on any matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting, hearing, and/or workshop by contacting the District Manager at (850) 334-9055. 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), who can aid you in contacting the District Office.

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

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

District Office • 120 Richard Jackson Blvd, Suite 220, Panama City Beach, FL 32407

Mailing Address • 3434 Colwell Avenue, Suite 200, Tampa, FL 33614

www.SomersetCDD.org

November 26, 2024

Board of Supervisors
Somerset Community
Development District

FINAL AGENDA

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Somerset Community Development District will be held on **Thursday, December 5, at 2:00 p.m. (Central Time)** at the Alys Beach Conference Room, located at 84 Elbow Beach Road, Building 1, Alys Beach, FL 32461. The following is the Final Agenda for this meeting:

1. **CALL TO ORDER/ROLL CALL**
2. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **BUSINESS ADMINISTRATION**
 - A. Administration of Oath of OfficeTab 1
 - B. Consideration of Resolution 2025-01, Canvassing and Certifying
Results of the November 5, 2024, Landowners' ElectionTab 2
 - C. Consideration of Resolution 2025-02, Appointing Officers of the District.....Tab 3
 - D. Consideration of Minutes of the Board of Supervisors
Meeting Held on September 5, 2024.....Tab 4
 - E. Consideration of Minutes of the Landowners' Election
Meeting Held on November 5, 2024.....Tab 5
 - F. Ratification of Operation and Maintenance Expenditures
for months of August 2024 - October 2024.....Tab 6
 - G. Consideration of Resolution 2025-03, Redesignating a Qualified
Public DepositoryTab 7
4. **CONSENT AGENDA – RATIFICATION OF MAINTENANCE ITEMS**..... Tab 8
 - A. Crosswalk Repair – Murdock Investments
 - B. Slip Lane Paver Repairs – Santos Brick Pavers
 - C. Hoover Software Update – Mills Supply
 - D. Rip's Professional Lawn Care
 1. WA#25-01 Irrigation Repair – Rip's Professional Lawn Care
 2. WA#25-02 Irrigation Repair – Rip's Professional Lawn Care
5. **BUSINESS ITEMS**
 - A. Ratification of Acceptance of Reserve Study Agreement with Association
Reserves.....Tab 9
 - B. Consideration of Hoover Plumbing Replacement Proposal – Mills Supply ...Tab10
 - C. Discussion/Consideration of Beach/Dune Sand Corrections – Dune Doctors
6. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 1. Update on Public Facilities Report Proposal
 2. Update on 30A Intersection Study
 - C. District Manager
 1. Presentation of District Manager Report

7. SUPERVISOR REQUESTS AND COMMENTS

8. 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

Tab 1

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

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

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF WALTON

The foregoing oath was administered before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024, by _____, who personally appeared before me, and is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of the Somerset Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

Tab 2

RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOMERSET COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), *FLORIDA STATUTES*, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the 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(2), *Florida Statutes*, a landowners meeting is required to be held within 90 days of the District's creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners meeting was held on November 5, 2024, the Minutes of which are attached hereto as **Exhibit A**, and at which the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvas the votes and declare and certify the results of said election.

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

Section 1. The following person is found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in their favor as shown:

<u>George Hartley</u>	Seat 1	Votes : <u>50</u>
<u>Belinda Ballew</u>	Seat 2	Votes: <u>62</u>
<u>John Rosenberg</u>	Seat 3	Votes: <u>61</u>

Section 2. In accordance with Section 190.006(2), *Florida Statutes*, and by virtue of the number of votes cast for the Supervisor, the above-named person is declared to have been elected for the following term of office:

<u>Belinda Ballew</u>	4 Year Term
<u>John Rosenberg</u>	4 Year Term
<u>George Hartley</u>	2 Year Term

[CONTINUED ON FOLLOWING PAGE]

Section 3. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 5th DAY OF DECEMBER 2024.

**SOMERSET COMMUNITY DEVELOPMENT
DISTRICT**

Attest:

Secretary/Assistant Secretary

Chair/Vice Chair

EXHIBIT A

Minutes of Landowners Meeting of November 5, 2024

Tab 3

RESOLUTION 2025-02

A RESOLUTION ELECTING THE OFFICERS OF THE SOMERSET COMMUNITY DEVELOPMENT DISTRICT, WALTON COUNTY, FLORIDA.

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*; and

WHEREAS, the Board of Supervisors of the District (“Board”) desires to elect the Officers of the District.

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

SECTION 1. The following persons are elected to the offices shown:

Chairperson	_____
Vice Chairperson	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____

SECTION 2. This Resolution supersedes any prior appointments made by the Board.

PASSED AND ADOPTED this 5th day of December 2024.

ATTEST:

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Tab 4

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

September 5, 2024, 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 special meeting of the Board of Supervisors of the Somerset Community Development District was held on **Thursday, September 5, 2024, at 2:00 p.m. (Central Time)** at the Alys Beach Conference Room located at 84 Elbow Road, Building 1, Alys Beach, FL 32461.

Present and constituting a quorum:

John Rosenberg	Board Supervisor, Vice Chairman
Tom Dodson	Board Supervisor, Assistant Secretary
Belinda Ballew	Board Supervisor, Assistant Secretary

Also present were:

Robert Stenhammer	Board Supervisor, Chairman (Via Speakerphone)
Kimberly O'Mera	District Manager, Rizzetta & Company, Inc.
Jim Martelli	District Engineer, Innerlight Engineering (Via Speakerphone)
Tucker Mackie	District Counsel, Kutak Rock, LLP (Via Speakerphone)
Mike Spann	Facilities Management, Alys Beach Resorts, LLC.
Doug Lang	Facilities Management, Alys Beach Resorts, LLC.

FIRST ORDER OF BUSINESS

Call to Order

Ms. O'Mera called the meeting to order at 2:04 p.m. and read the roll call.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

There were no audience members present to comment.

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

September 5, 2024, Minutes of Meeting

Page 2

THIRD ORDER OR BUSINESS

Consideration of the Minutes of Board of Supervisors Meeting held June 6, 2024

On a motion by Mr. Rosenberg, seconded by Ms. Ballew, with all in favor, the Board approved the Minutes of the Special Meeting of the Board of Supervisors held on June 6, 2024, for Somerset Community Development District.

FOURTH ORDER OF BUSINESS

Ratification of the Operations and Maintenance Expenditures for the Months of May - July 2024

Ms. O'Mera presented the maintenance expenditures to the Board of Supervisors and asked if there were any questions. There were no questions.

On a motion by Mr. Dodson, seconded by Mr. Rosenberg, with all in favor, the Board ratified the Operations and Maintenance Expenditures for May 2024 in the amount of \$41,422.39, June 2024 in the amount of \$138,793.78, and July 2024 in the amount of \$22,008.73, for Somerset Community Development District.

FIFTH ORDER OR BUSINESS

Presentation of Year-End Audited Financials For FY2023

On a motion by Ms. Ballew, seconded by Mr. Rosenberg, with all in favor, the Board accepted the Year-End Audited Financials for FY2023, for Somerset Community Development District.

SIXTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Ms. Mackie had no specific reports and asked if there were any questions. There were no questions.

B. District Engineer

Mr. Martelli had no specific reports and asked if there were any questions. There were no questions.

C. Facilities Manager

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

September 5, 2024, Minutes of Meeting

Page 3

Mr. Lang addressed ongoing sod damage in areas intersecting with Highway 30A, noting that the use of bollards was under consideration. However, Mr. Martelli clarified that Walton County does not approve the use of bollards. He highlighted the success of previous radius widening efforts and suggested exploring additional radius widening to mitigate sod damage, including obtaining proposals for this work.

Mr. Martelli further noted that while the prior widening efforts were effective, there is also a need to evaluate the possibility of widening driveway widths. He emphasized that each intersection has unique challenges and will be assessed on a case-by-case basis.

The Board engaged in a discussion, with Mr. Spann contributing insights from his operational experience. It was agreed that Facilities would identify areas of specific needs, and Mr. Martelli would conduct a study to develop appropriate solutions.

On a motion by Mr. Dodson, seconded by Mr. Rosenberg, with all in favor, the Board District Engineer to conduct a study and compile a recommendation report, setting a not-to-exceed in the amount of \$10,000.00, for Somerset Community Development District.

D. District Manager

Ms. O'Mera had no specific reports and asked if there were any questions. There were no questions.

SEVENTH ORDER OR BUSINESS

Consent Agenda – Ratification of Maintenance Items

On a motion by Mr. Dodson, seconded by Ms. Ballew, with all in favor, the Board ratified:

- WA #2024-03 – Paver Repairs, with Santos Brick Pavers, in the amount of \$2,300.00
- PO #2024-03 – T4 Streetlight Replacement – PP1 W Sugar Lump, with Alys Beach Resorts, in the amount of \$5,445.00
- PO #2024-04 – T4 Streetlight – McGee & N Charles, with Alys Beach Resorts, in the amount of \$2,291.00
- WA #24-15 - Streetlight Replacement – PP1 W Sugar Lump, with McHenry Electric, in the amount of \$2,020.00
- WA#24-16 – West Parking T4 Streetlight, with McHenry Electric, in the amount of \$725.00
- WA#24-06 – 30A Irrigation Repairs, with Rip's Professional Lawn Care, in the amount of \$3,359.45
- WA#24-02 – Manhole Repair at Elbow Beach & Sea Garden, with American Site Development, in the amount of \$9,862.00

for Somerset Community Development District.

EIGHTH ORDER OR BUSINESS

Discussion of HB 7013 and Adopting District Goals & Objectives

Ms. O'Mera presented the HB 7013 memo and a set of draft Goals & Objectives for discussion. Discussion ensued amongst the Board and Staff.

On a motion by Mr. Rosenberg, seconded by Ms. Ballew, with all in favor, the Board adopted FY24-25 Goals, Objectives, Performance Measures, and Annual Reporting, for Somerset Community Development District.

NINTH ORDER OR BUSINESS

District Manhole Repairs

1. *Presentation of CMP Riser Storm Structure Inspection and Maintenance Report*

Mr. Martelli provided an overview of the CMP Riser Storm Structure Inspection and Maintenance Report, detailing the visual inspections conducted on the original structures.

Mr. Lang supplemented the presentation by explaining the repair proposals for all structures categorized as critical within the report.

Mr. Martelli further clarified that the sanitary structures are constructed from traditional concrete and are less prone to failure for the same reasons as the CMP riser storm structures.

2. *Consideration of Proposals for Manhole Repairs*

Ms. O'Mera presented the proposals, and invited Mr. Lang to elaborate on the previously authorized work that required amended scope of work to address paver repairs. Mr. Lang provided detailed information concerning the consolidated proposal which included protective metal plates.

Following a period of general discussions with input from Staff, the Board authorized:

- Counsel to prepare an amended agreement concerning the warranty beginning from the time that a successful completion inspection is performed, requiring the scope of work to include clearing of any construction debris that falls in the manhole during construction.
- Authorized District Engineer to perform post completion inspections to certify the work.

- Approved the proposals presented, setting a not-to-exceed of \$150,000, inclusive of outstanding approved work to be consolidated on one proposal within the amended agreement

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

September 5, 2024, Minutes of Meeting

Page 5

On a motion by Mr. Rosenberg, seconded by Mr. Dodson, with all in favor, the Board approved District manhole repairs with American Site Development, authorizing Counsel to prepare an amended agreement as discussed, authorizing District Engineer to preform post completion inspections, and setting a not-to-exceed in the amount of \$150,000.00, for Somerset Community Development District.

TENTH ORDER OR BUSINESS

**Consideration of Proposal for West End
Dune Scrub Zone Damage Restoration –
Dune Doctors**

Mr. Stenhammer provided an overview of the detailed investigation into the source of the damages, reporting that the cause remains undetermined. A general discussion followed, focusing on the funding for the restoration and potential improvements to construction compliance measures.

On a motion by Mr. Dodson, seconded by Ms. Ballew, with all in favor, the Board approved the proposal for West End Dune Scrub Zone Damage Restoration by Dune Doctors, in the amount of \$79,215.98, as a disbursement from Reserves, for Somerset Community Development District.

ELEVENTH ORDER OR BUSINESS

Consideration of 30A Sod Projects

Mr. Stenhammer reported on the deteriorating sod along the 30A corridor and recommended a full replacement with Tuff Tuff grass due to its exceptional drought resilience. He also noted that the landscaping vendor confirmed that the existing sprinkler heads are outdated and require replacement.

Mr. Dodson supported deferring discussions on specific radius issues and turf maintenance until Mr. Martelli completes the intersection evaluation. Mr. Stenhammer added that the upcoming rye grass installation would offer temporary improvements to ground cover. There was no action taken.

TWELFTH ORDER OR BUSINESS

**Consideration of FY2024-2025 Insurance
Renewal**

On a motion by Mr. Dodson, seconded by Mr. Rosenberg, with all in favor, the Board accepted the FY2024-2025 Insurance Renewal Proposal from Egis Insurance, for Somerset Community Development District.

THIRTEENTH ORDER OR BUSINESS

**Consideration of FY2024-2025 Palm Tree
Maintenance Agreement with Arbor Tree
Care**

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

September 5, 2024, Minutes of Meeting

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On a motion by Ms. Ballew, seconded by Mr. Dodson, with all in favor, the Board approved the FY2024/2025 Palm Tree Maintenance Agreement with Arbor Tree Care in the amount of \$23,400.00, for Somerset Community Development District.

FOURTEENTH ORDER OR BUSINESS

**Consideration of FY2024-2025 Dune
Maintenance Agreement with Dune Doctors**

On a motion by Mr. Rosenberg, seconded by Mr. Dodson, with all in favor, the Board accepted the FY2024/2025 Dune Maintenance Agreement with Dune Doctors, in the amount of \$117,419.30, for Somerset Community Development District.

FIFTEENTH ORDER OR BUSINESS

**Discussion/Consideration of Compactor
Leasing Agreement**

Ms. O'Mera turned the presentation over to Mr. Stenhammer. Mr. Stenhammer described delays on the County level preventing the District from obtaining a formal agreement for presentation.

On a motion by Mr. Stenhammer, seconded by Mr. Rosenberg, with all in favor, the Board authorized Mr. Stenhammer to execute a compactor lease agreement on behalf of the District, subject to Staff review and Chair approval, setting an annual not-to-exceed in the amount of \$25,000.00, for Somerset Community Development District.

SIXTEENTH ORDER OF BUSINESS

**Public Hearing on Fiscal Year 2024-2025
Final Budget**

On a motion by Mr. Rosenberg, seconded by Ms. Ballew, with all in favor, the Board opened the Public Hearing on Fiscal Year 2024-2025 Budget, for Somerset Community Development District.

There being no audience present, there were no comments.

On a motion by Mr. Rosenberg, seconded by Mr. Dodson, with all in favor, the Board closed the Public Hearing on Fiscal Year 2023-2024 Budget, for Somerset Community Development District.

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

September 5, 2024, Minutes of Meeting

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SEVENTEENTH ORDER OF BUSINESS

**Presentation of the Proposed Final Budget
For Fiscal Year 2024/2025**

Ms. O'Mera presented the Fiscal Year 2024/2025 Budget. General discussion ensued finalizing budget lines.

On a motion by Ms. Ballew, seconded by Mr. Dodson, with all in favor, the Board approved changes to Lines 79 and 84 of the Fiscal Year 2024/2025 Final Budget, for Somerset Community Development District.

EIGHTEENTH ORDER OF BUSINESS

**Consideration of Resolution 2024-03,
Adopting FY 2024/2025 Final Budget**

On a motion by Mr. Dodson, seconded by Mr. Rosenberg, with all in favor the Board adopted Resolution 2024-03, Approving the Fiscal Year 2024/2025 Final Budget, for Somerset Community Development District.

NINETEENTH ORDER OF BUSINESS

**Public Hearing to Consider the Imposition of
Operations and Maintenance Special
Assessments**

On a motion by Mr. Rosenberg, seconded by Ms. Ballew, with all in favor, the Board opened the Public Hearing to Consider the Imposition of Operations and Maintenance Special Assessments for Fiscal Year 2024/2025, for Somerset Community Development District.

There being no audience present, there were no comments.

On a motion by Mr. Rosenberg, seconded by Mr. Dodson, with all in favor, the Board closed the Public Hearing to Consider the Imposition of Operations and Maintenance Special Assessments for Fiscal Year 2024-2025, for Somerset Community Development District.

TWENTIETH ORDER OF BUSINESS

**Consideration of Resolution 2024-04,
Imposing Special Assessments and
Certifying an Assessment Roll for
Fiscal Year 2024/2025**

Ms. O'Mera presented the resolution, noting there was no increase in assessment levels.

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

September 5, 2024, Minutes of Meeting

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On a motion by Mr. Stenhammer, seconded by Mr. Rosenberg, with all in favor, the Board adopted Resolution 2024-04, Imposing Special Assessments Roll for Fiscal Year 2024/2025, for Somerset Community Development District.

TWENTY FIRST ORDER OF BUSINESS

Consideration of Fiscal Year 2024-2025

Direct Collection Agreement

Ms. O'Mera presented the agreement, noting its purpose.

On a motion by Mr. Dodson, seconded by Ms. Ballew, with all in favor, the Board approved Fiscal Year 2024/2025 Direct Collection Agreement with EBSCO Gulf Coast Development, Inc, for Somerset Community Development District.

TWENTY SECOND ORDER OF BUSINESS

Consideration of Resolution 2024-05, Annual

Meeting Schedule for Fiscal Year 2024/2025

Ms. O'Mera presented the resolution, noting the proposed schedule.

On a motion by Mr. Stenhammer, seconded by Mr. Rosenberg, with all in favor, the Board adopted Resolution 2024-05, setting the Fiscal Year 2024/2025 meeting schedule, as presented, for Somerset Community Development District.

TWENTY THIRD ORDER OF BUSINESS

Supervisor

Requests

and

Audience

Comments

Mr. Stenhammer noted the success of the beach sargassum removal by Dune Doctors.

There were no audience comments.

TWENTY FOURTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Dodson, seconded by Mr. Rosenberg, with all in favor, the Board adjourned the meeting at 4:01 p.m., for Somerset Community Development District.

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Secretary/Assistant Secretary

Chairman/ Vice Chairman

DRAFT

Tab 5

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 Landowners' Meeting of the Somerset Community Development District was held on **Tuesday, November 5, 2024, at 2:00 p.m. (CDT)** at The Alys Beach Conference Room located at 84 Elbow Beach Road, Building 1, Alys Beach, Florida 32461.

Present were:

Kimberly O'Mera	District Manager, Rizzetta & Company, Inc.
John Rosenberg	
George Hartley	
Tom Dodson	
Belinda Ballew	
Robert Stenhammer	
Audience	

FIRST ORDER OF BUSINESS	Call to Order
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Ms. O'Mera called the meeting to order at 2:09 pm.

Ms. O'Mera stated that the purpose of the meeting was to hold a Landowner Meeting for Somerset Community Development District and to hold Landowner Elections for three (3) Supervisor positions on the Board of Supervisors as prescribed in Chapter 190 of Florida Statutes. Ms. O'Mera confirmed the meeting was duly advertised in a newspaper as prescribed by Florida statutes and provided an affidavit.

SECOND ORDER OF BUSINESS	Election of Chairman for the Purpose of Conducting the Landowner Election
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Ms. O'Mera was designated as the Chairman for the election.

THIRD ORDER OF BUSINESS	Determination of Number of Voting Units Represented
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Ms. O'Mera stated that there were two (2) proxies representing a total of one hundred seventy-three (173) votes. The first proxy designated Robert Stenhammer on behalf of

the landowner EBSCO Gulf Coast Development, representing one hundred fifty-one (151) votes. The second proxy designated Robert Stenhammer on behalf of EGCD Conservation, Inc. representing twenty-two (22) votes.

FOURTH ORDER OF BUSINESS

**Announcement of Candidates/Call
for Nominations**

Ms. O'Mera asked for nominations. George Hartley, Belinda Ballew and John Rosenberg were nominated, and ballots were distributed

FIFTH ORDER OF BUSINESS

Election of Supervisors

Following receipt of all open ballots, Ms. O'Mera tabulated and read allowed the results. George Hartley received fifty (50) votes, Belinda Ballew received sixty-two (62) votes, and John Rosenberg received sixty-one (61) votes.

As a result of the votes, Belinda Ballew received a four (4) year term, John Rosenberg received a four (4) year term, and George Hartley received a two (2) year term.

SIXTH ORDER OF BUSINESS

Adjournment

Ms. O'Mera stated there was no other business to come before the Landowners and adjourned the meeting at 2:17 pm.

Tab 6

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

District Office · Panama City, Florida · (850) 334-9055
Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa Florida 33614
www.somersetcdd.org

Operations and Maintenance Expenditures August 2024 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2024 through August 31, 2024. This does not include expenditures previously approved by the Board.

The total items being presented: **\$119,878.51**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Somerset Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2024 Through August 31, 2024

Vendor Name	Number	Invoice Number	Invoice Description	Invoice Amount
ALYS Beach Resort LLC	100401	CL00022925	Monthly Facility Management 07/24	\$ 4,966.00
ALYS Beach Resort LLC	100404	CL00022938	Facility Management 07/24	\$ 1,318.26
ALYS Beach Resort LLC	100405	CL00020927	Facility Management 01/24	\$ 1,637.05
ALYS Beach Resort LLC	100406	CL00022124	Facility Management 05/24	\$ 172.56
Aqua Pro Water Systems - FL/GA	100396	AquaPro Summary 07/24	Chemical/Salt Installation 07/24	\$ 489.00
Aqua Pro Water Systems - FL/GA	100402	AquaPro Summary 07/24-B	Chemical/Salt Installation 07/24	\$ 487.50
Aqua Pro Water Systems - FL/GA	100409	AquaPro Summary 08/24	Chemical/Salt Installation 08/24	\$ 534.00
Arbor Tree Care	100416	0013751	Medjool Date Systemic Injections 08/24	\$ 10,400.00
Dune Doctors, LLC	100414	053124-1	Quarterly Maintenance Phase 05/24-07/24	\$ 26,686.21
Dune Doctors, LLC	100415	061724-3	Phase 3 - Optimization - Seaweed Cleanup 06/24	\$ 16,656.99
Florida Power & Light Company	100398	21125-35741 01/24 Autopay	15 Caliza Ln. Misc. Pole 01/24	\$ 17.02
Florida Power & Light Company	100398	21125-35741 02/24 Autopay	15 Caliza Ln. Misc. Pole 02/24	\$ 29.96
Florida Power & Light Company	100398	21125-35741 03/24 Autopay	15 Caliza Ln. Misc. Pole 03/24	\$ 28.86
Florida Power & Light Company	100398	21125-35741 04/24 Autopay	15 Caliza Ln. Misc. Pole 04/24	\$ 28.33
Florida Power & Light Company	100398	21125-35741 05/24 Autopay	15 Caliza Ln. Misc. Pole 05/24	\$ 28.39

Somerset Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2024 Through August 31, 2024

<u>Vendor Name</u>	<u>Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Power & Light Company	100398	21125-35741 06/24 Autopay	15 Caliza Ln. Misc. Pole 06/24	\$ 27.97
Florida Power & Light Company	20240807-1	21125-35147 06/24 Autopay	305 Somerset St. 06/24	\$ 1,827.31
Florida Power & Light Company	20240814-1	21046-33165 07/24 Autopay	9954 E County Highway 30A 07/24	\$ 52.49
Florida Power & Light Company	20240815-1	21080-12465 07/24 Autopay	9396 E Cty Hwy 30A 07/24	\$ 130.63
Florida Power & Light Company	20240820-1	21125-35816 07/24 Autopay	106 Somerset St 07/24	\$ 26.37
Florida Power & Light Company	20240820-1	FPL Summary 07/24	FPL Summary 07/24	\$ 508.12
Florida Power & Light Company	20240830-1	21125-35147 07/24 Autopay	305 Somerset St. 07/24	\$ 2,002.24
Innerlight Engineering Corporation	100403	8028	Construction Drawings 08/24	\$ 6,850.00
Innerlight Engineering Corporation	100403	9149	Pavement Management Manual 06/24	\$ 7,500.00
Innerlight Engineering Corporation	100407	9151	Engineering Services 08/23-05/24	\$ 10,100.00
Innerlight Engineering Corporation	100408	9148	Engineering Services 09/23-06/24	\$ 4,000.00
Innerlight Engineering Corporation	100410	9178	NPDES Weekly Inspection 06/24-07/24	\$ 5,225.00
Innerlight Engineering Corporation	100411	9150	Storm Structure Inspection and Maintenance Report 07/24	\$ 9,500.00
Kutak Rock, LLP	100397	3425339	Legal Services 06/24	\$ 1,113.00
McHenry Electric, Inc.	100412	25928	Install T-4 Streetlight 08/24	\$ 725.00

Somerset Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2024 Through August 31, 2024

<u>Vendor Name</u>	<u>Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Mills Supply	100400	10134	Monthly Pump Station Maintenance 08/24	\$ 225.00
Rizzetta & Company, Inc.	100395	INV0000092425	District Management Fees 08/24	\$ 5,521.25
The Lake Doctors, Inc.	100399	1936936	Algae Treatment 07/24	\$ 588.00
The Lake Doctors, Inc.	100418	202365B	Monthly Monitoring/Inspection 08/24	\$ 51.00
VGlobal Tech	100419	6414	Website ADA Compliance 08/24	<u>\$ 425.00</u>
Report Total				<u>\$ 119,878.51</u>

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

District Office · Panama City, Florida · (850) 334-9055
Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa Florida 33614
www.somersetcdd.org

Operations and Maintenance Expenditures September 2024 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2024 through September 30, 2024. This does not include expenditures previously approved by the Board.

The total items being presented: **\$142,730.17**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Somerset Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2024 Through September 30, 2024

Vendor Name	Number	Invoice Number	Invoice Description	Invoice Amount
ALYS Beach Resort LLC	100424	CL00023233	Monthly Facility Management 08/24	\$ 4,966.00
ALYS Beach Resort LLC	100431	CL00023245	Facility Management 08/24	\$ 841.02
ALYS Beach Resort LLC	100431	CL00023267	Facility Management 07/24	\$ 78.70
American Site Development, LLC	100435	1082	Paver Removal & Replacement 09/24	\$ 1,090.00
American Site Development, LLC	100441	1068	Stormwater Manhole Repairs 07/24	\$ 10,942.00
Aqua Pro Water Systems - FL/GA	100423	AquaPro Summary 06/24 B	Chemical/Salt Installation 06/24	\$ 1,909.50
Aqua Pro Water Systems - FL/GA	100436	AquaPro Summary 07/24 C	Chemical/Salt Installation 07/24	\$ 3,331.50
Aqua Pro Water Systems - FL/GA	100437	AquaPro Summary 08/24 B	Chemical/Salt Installation 08/24	\$ 2,742.00
Aqua Pro Water Systems - FL/GA	100438	69682393	Chemical/Salt Installation 08/24	\$ 69.00
Aqua Pro Water Systems - FL/GA	100438	69902353	Chemical/Salt Installation 08/24	\$ 15.00
Aqua Pro Water Systems - FL/GA	100438	69902399	Chemical/Salt Installation 08/24	\$ 163.50
Aqua Pro Water Systems - FL/GA	100442	AquaPro Summary 09/24 A	Chemical/Salt Installation 09/24	\$ 3,156.00
Belinda Ann Ballew	100425	BB090524	Board of Supervisors Meeting 09/05/24	\$ 200.00
Dune Doctors, LLC	100430	091024-3	WA #4 West End Scrub Zone 09/24	\$ 23,764.79
Egis Insurance Advisors, LLC	100426	24904	General/Property/POL Insurance 10/01/2024-10/01/2025	\$ 30,189.00

Somerset Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2024 Through September 30, 2024

Vendor Name	Number	Invoice Number	Invoice Description	Invoice Amount
Florida Power & Light Company	20240920-1	21046-33165 08/24	9954 E County Highway 30A 08/24	\$ 42.02
Florida Power & Light Company	20240920-1	21080-12465 08/24	9396 E Cty Hwy 30A 08/24	\$ 317.31
Florida Power & Light Company	20240920-2	21125-35816 08/24	106 Somerset St 08/24	\$ 27.41
Florida Power & Light Company	20240920-2	FPL Summary 08/24	FPL Summary 08/24	\$ 428.69
Gannett Florida LocaliQ	100421	0006644532	Acct #526295 Legal Advertising 08/24	\$ 368.93
John Rosenberg	100427	JP090524	Board of Supervisors Meeting 09/05/24	\$ 200.00
McHenry Electric, Inc.	100433	25975	E Parking Ct. Tree Lights 09/24	\$ 4,500.00
McHenry Electric, Inc.	100439	25986	J Parking Ct. Tree Lights 09/24	\$ 16,128.00
McHenry Electric, Inc.	100439	25987	K Parking Ct. Tree Lights 09/24	\$ 9,219.00
McHenry Electric, Inc.	100443	25991	PP Parking Ct. Tree Lights 09/24	\$ 8,640.00
Mills Supply	100422	10188	Monthly Pump Station Maintenance 09/24	\$ 225.00
Mills Supply	100440	10209	Service Work - Leak Pipe Inspection 09/24	\$ 350.00
Rip's Professional Lawn Care, Inc.	100432	273014	Irrigation Repair & Maintenance 07/24	\$ 3,359.45
Rip's Professional Lawn Care, Inc.	100434	280224	Monthly Landscape Maintenance 08/24	\$ 8,975.00
Rizzetta & Company, Inc.	100420	INV0000093104	District Management Fees 09/24	\$ 5,615.35

Somerset Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2024 Through September 30, 2024

<u>Vendor Name</u>	<u>Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Robert E Stenhammer	100428	RS090524	Board of Supervisors Meeting 09/05/24	\$ 200.00
The Lake Doctors, Inc.	100444	210149B	Monthly Monitoring/Inspection 09/24	\$ 51.00
Thomas M Dodson	100429	TD090524	Board of Supervisors Meeting 09/05/24	\$ 200.00
VGlobal Tech	100445	6495	Website ADA Compliance 09/24	<u>\$ 425.00</u>
Report Total				<u>\$ 142,730.17</u>

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

District Office · Panama City, Florida · (850) 334-9055
Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa Florida 33614
www.somersetcdd.org

Operations and Maintenance Expenditures October 2024 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2024 through October 31, 2024. This does not include expenditures previously approved by the Board.

The total items being presented: **\$169,750.34**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Somerset Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2024 Through October 31, 2024

<u>Vendor Name</u>	<u>Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
ALYS Beach Resort LLC	100454	CL00023577	Monthly Facility Management 09/24	\$ 4,966.00
American Site Development, LLC	100446	1081	50% Deposit – WA#24-04 Combined Manhole Repairs 09/24	\$ 67,188.50
Aqua Pro Water Systems - FL/GA	100447	AquaPro Summary 08/24 C	Chemical/Salt Installation 08/24	\$ 1,467.00
Aqua Pro Water Systems - FL/GA	100457	70841772	Chemical/Salt Installation 09/24	\$ 69.00
Aqua Pro Water Systems - FL/GA	100457	70841818	Chemical/Salt Installation 09/24	\$ 42.00
Aqua Pro Water Systems - FL/GA	100457	70842888	Chemical/Salt Installation 09/24	\$ 190.50
Aqua Pro Water Systems - FL/GA	100457	70842934	Chemical/Salt Installation 09/24	\$ 136.50
Aqua Pro Water Systems - FL/GA	100458	AquaPro Summary 09/24 B	Chemical/Salt Installation 09/24	\$ 2,241.00
Aqua Pro Water Systems - FL/GA	100464	71041341	Chemical/Salt Installation 10/24	\$ 69.00
Aqua Pro Water Systems - FL/GA	100464	71041561	Chemical/Salt Installation 09/24	\$ 123.00
Aqua Pro Water Systems - FL/GA	100464	71041607	Chemical/Salt Installation 09/24	\$ 123.00
Aqua Pro Water Systems - FL/GA	100464	71245440	Chemical/Salt Installation 10/24	\$ 109.50
Aqua Pro Water Systems - FL/GA	100464	71245532	Chemical/Salt Installation 10/24	\$ 109.50
Aqua Pro Water Systems - FL/GA	100464	71245578	Chemical/Salt Installation 10/24	\$ 150.00
Arbor Tree Care	100452	13836	Tree Trimming - Medjool Palms 09/24	\$ 6,500.00

Somerset Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2024 Through October 31, 2024

<u>Vendor Name</u>	<u>Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Dune Doctors, LLC	100459	080124-45	Quarterly Maintenance Phase 08/24-10/24	\$ 26,686.20
Florida Department of Commerce	20241023-1	90839 ACH	Special District Fee FY24-25	\$ 175.00
Florida Power & Light Company	20241018-1	0013836 09/24	9954 E County Highway 30A 09/24	\$ 34.76
Florida Power & Light Company	20241018-1	21080-12465 09/24	9396 E Cty Hwy 30A 09/24	\$ 279.65
Florida Power & Light Company	20241018-2	21125-35147 08/24-09/24	305 Somerset St. 08/24-09/24	\$ 4,542.20
Florida Power & Light Company	20241018-2	21125-35816 09/24	106 Somerset St 09/24	\$ 27.28
Florida Power & Light Company	20241018-2	FPL Summary 09/24	FPL Summary 09/24	\$ 358.59
Innerlight Engineering Corporation	100455	9312	NPDES Weekly Inspection 07/25/24-09/25/24	\$ 6,650.00
Kutak Rock, LLP	100448	3454332	Legal Services 08/24	\$ 686.50
Kutak Rock, LLP	100460	3467787	Legal Services 09/24	\$ 1,719.00
Mills Supply	100453	10228	Monthly Pump Station Maintenance 10/24	\$ 225.00
Rip's Professional Lawn Care, Inc.	100461	272896	Monthly Landscape Maintenance 07/24	\$ 8,975.00
Rip's Professional Lawn Care, Inc.	100461	285625	Monthly Landscape Maintenance 09/24	\$ 8,975.00
Rizzetta & Company, Inc.	100449	INV0000093759	District Management Fees 10/24	\$ 5,551.66
Rizzetta & Company, Inc.	100450	INV0000093848	Dissemination Services 10/24	\$ 125.00

Somerset Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2024 Through October 31, 2024

Vendor Name	Number	Invoice Number	Invoice Description	Invoice Amount
Rizzetta & Company, Inc.	100451	INV0000093936	Assessment Roll Preparation FY 24/25	\$ 6,050.00
Santos Brick Pavers LLC	100456	101624 Santos	Balance Due on E, J,K, PP Lighting Project	\$ 14,085.00
The Lake Doctors, Inc.	100462	1950107	Torpedo Grass & Algae Treatment 09/24	\$ 644.00
The Lake Doctors, Inc.	100462	218116B	Monthly Monitoring/Inspection 10/24	\$ 51.00
VGlobal Tech	100463	6623	Website ADA Compliance 10/24	\$ 425.00
Report Total				<u>\$ 169,750.34</u>

Tab 7

RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF SOMERSET COMMUNITY DEVELOPMENT DISTRICT REDESIGNATING A PUBLIC DEPOSITORY FOR FUNDS OF THE DISTRICT; AUTHORIZING CERTAIN OFFICERS OF THE DISTRICT TO EXECUTE AND DELIVER ANY AND ALL FINANCIAL REPORTS REQUIRED BY RULE, STATUTE, LAW, ORDINANCE OR REGULATION; AND PROVIDING AN EFFECTIVE DATE.

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 Board of Supervisors of the District (the “Board”) is statutorily authorized to select a depository as defined in Section 280.02, *Florida Statutes*, which meets all the requirements of Chapter 280, *Florida Statutes*, and has been designated by the State Chief Financial Officer as a qualified public depository; and

WHEREAS, the District has furnished to the Chief Financial Officer its official name, address, federal employer identification number, and the name of the person or persons responsible for establishing accounts; and

WHEREAS, the Board, having organized by appointing a Treasurer and other officers, is now in a position to select a new public depository and to comply with the requirements for public depositories; and

WHEREAS, the Board wishes to redesignate a public depository for District funds.

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

SECTION 1. _____, is hereby designated as the public depository for funds of the District.

SECTION 2. In accordance with Section 280.17(2), *Florida Statutes*, the District’s Secretary is hereby directed to take the following steps:

- A.** Ensure that the name of the District is on the account or certificate or other form provided to the District by the qualified public depository in a manner sufficient to identify that the account is a Florida public deposit.
- B.** Execute the form prescribed by the Chief Financial Officer for identification of each public deposit account and obtain acknowledgement of receipt on the form from the qualified public depository at the time of opening the account.
- C.** Maintain the current public deposit identification and acknowledgement form as a valuable record.

SECTION 3. The District’s Treasurer, upon assuming responsibility for handling the funds of the District, is directed to furnish the Chief Financial Officer annually, not later than November 30 of each year, the information required in accordance with Section 280.17(6), *Florida Statutes*, and otherwise take the necessary steps to ensure that all other requirements of Section 280.17, *Florida Statutes*, have been met.

SECTION 4. The District Manager, Treasurer, and/or Assistant Treasurer are hereby authorized on behalf of the District to execute and deliver any and all other financial reports required by any other rule, statute, law, ordinance or regulation.

SECTION 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 5th day of December, 2024.

ATTEST:

**SOMERSET COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson/Vice Chairperson

Tab 8

**ADDENDUM TO PROPOSAL BETWEEN THE SOMERSET COMMUNITY DEVELOPMENT DISTRICT
("DISTRICT") AND MURDOCK INVESTMENTS, LLC DBA GRIFFIN TRAFFIC SIGNALS
("CONTRACTOR") FOR CROSSWALK ASSEMBLY REPAIR AND REPLACEMENT SERVICES**

District:	Somerset Community Development District	Contractor:	Murdock Investments, LLC dba Griffin Traffic Signals
Mailing Address:	3434 Colwell Avenue, Suite 200 Tampa, Florida 33614	Mailing Address:	5324 E. 14 th Street Panama City, Florida 32404
Phone:	(850) 344-9055	Phone:	(850) 270-2715

The following provisions govern the proposal, dated November 4, 2024, submitted by the Contractor, and attached hereto as **Exhibit A** (hereinafter referred to as the "Proposal," and as modified by this Addendum, the "Agreement") for the following crosswalk assembly repair and replacement services:

1. The Agreement shall be deemed effective as of the date of the full execution of the Agreement and this Addendum.
2. District agrees to compensate Contractor for the services identified in the Proposal at an amount of **Four Thousand Five Hundred Dollars (\$4,500.00)**, due upon completion of the services identified in Exhibit A.
3. Contractor shall use reasonable care in performing the services and shall be responsible for any harm of any kind to persons or property resulting from Contractor's actions or inactions. Contractor shall defend, indemnify and hold harmless the District, and the District's officers, staff, representatives, and agents, from any and all liabilities, damages, claims, losses, costs, or harm of any kind, including, but not limited to, reasonable attorney's fees, to the extent caused by any acts or omissions of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of the Agreement. The obligations under this paragraph shall be limited to no more than \$1,000,000.00, which amount Contractor agrees bears a reasonable commercial relationship to this Agreement. Nothing in this Section is intended to waive or alter any other remedies that the District may have as against the Contractor.
4. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:
 - a. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
 - b. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, including Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
 - c. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District, its staff, consultants, agents and supervisors shall be named as additional insureds and certificate holders. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

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

5. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, the Contractor agrees all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. If prior to final acceptance of the work, any of the materials or work are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowner's within the District.
6. Contractor further agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.
7. The Agreement may be terminated immediately by the District for cause, or for any or no reason upon 30 days written notice by either party. Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any such termination by the District, provided however that Contractor shall be entitled to payment for any work provided through the effective date of termination, subject to any offsets.
8. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Kim O'Meara** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 334-9055, KOMEARA@RIZZETTA.COM, AND 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

9. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.
10. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

11. Contractor certifies it: (i) is not in violation of Section 287.135, Florida Statutes; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.
12. To the extent any of the provisions of this Addendum are in conflict with the provisions of the Agreement, this Addendum controls.

**MURDOCK INVESTMENTS, LLC DBA
GRIFFIN TRAFFIC SIGNALS**

Chris Murdock
Chris Murdock, Nov 4, 2024 11:52 CST

By: Chris Murdock

Its: VP

Date: Nov 4, 2024

**SOMERSET COMMUNITY
DEVELOPMENT DISTRICT**

Robert Stenhammer
Robert Stenhammer, Nov 4, 2024 11:48 CST

By: Robert Stenhammer

Its: CDD Chairman

Date: Nov 4, 2024

**Murdock Investments, LLC
 dba GRIFFIN TRAFFIC SIGNALS**

5324 E. 14th St.
 Panama City, FL 32404
 USA

Voice: (850)270-2715
 Fax: (850)270-2715

Email: griffintraffic@gmail.com
 Web Site: www.griffintraffic.com

PROPOSAL

Proposal Number: CR 30A and N Somerse
 Proposal Date: Nov 4, 2024
 Complete By: Nov 4, 2024
 Page: 1

To:
Somerset CDD c/o Rizzetta & Company 3434 Colwell Ave, Suite 200 Tampa, FL 33614



Customer ID		
Somerset CDD		
Customer Contact		Payment Terms
		Net 30 Days

Quantity	Item	Description	Unit Price	Amount
1.00		CR 30A Crosswalk 100 yards west of N Somerset Rd Lump Sum Cost for repairs: RRFB knocked down/struck by vehicle. Our crew removed the damaged pole along with the solar powered signal items. 12' pole & base assembly need to be replaced. Re-install existing solar powered signal items including the signs. Level out concrete foundation; install new pole & base assembly. Re-wire. Lump sum cost which includes the initial trip to access and remove the items.	4,500.00	4,500.00
Subtotal				4,500.00
Sales Tax				
Freight				0.00
TOTAL PROPOSAL AMOUNT				4,500.00

Bid assumes General Contractor will provide MOT unless specified in pay items.
 Bid assumes General Contractor will provide Performance Bond and/or Warranty Bond unless specified in Pay Items.










Somerset CDD - Addendum to Proposal for Crosswalk Repair - Mudock Investments, unexecuted

Final Audit Report

2024-11-04

Created:	2024-11-04
By:	Kim O'Mera (komera@rizzetta.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMBuW2oPopdqAmEU5lww91rZIHIXGBywe

"Somerset CDD - Addendum to Proposal for Crosswalk Repair - Mudock Investments, unexecuted" History

-  Document created by Kim O'Mera (komera@rizzetta.com)
2024-11-04 - 7:37:47 PM GMT
-  Document emailed to robert@alysbeach.com for signature
2024-11-04 - 7:38:35 PM GMT
-  Document emailed to Chris Murdock (griffintraffic@gmail.com) for signature
2024-11-04 - 7:38:36 PM GMT
-  Email viewed by Chris Murdock (griffintraffic@gmail.com)
2024-11-04 - 7:45:14 PM GMT
-  Email viewed by robert@alysbeach.com
2024-11-04 - 7:48:05 PM GMT
-  Signer robert@alysbeach.com entered name at signing as Robert Stenhammer
2024-11-04 - 7:48:52 PM GMT
-  Document e-signed by Robert Stenhammer (robert@alysbeach.com)
Signature Date: 2024-11-04 - 7:48:54 PM GMT - Time Source: server
-  Document e-signed by Chris Murdock (griffintraffic@gmail.com)
Signature Date: 2024-11-04 - 7:52:23 PM GMT - Time Source: server
-  Agreement completed.
2024-11-04 - 7:52:23 PM GMT

WORK AUTHORIZATION #2025-01

November 8, 2024

Somerset Community Development District
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614

Subject: **Work Authorization Number 2025-01 (“Work Authorization”)
Somerset Community Development District**

Dear Board of Supervisors:

Santos Brick Pavers, LLC (“Contractor”) is pleased to submit this work authorization to provide paver repair, installation and/or replacement services for the Somerset Community Development District (“District”). We will provide these services pursuant to our current *Agreement Between the Somerset Community Development District and Santos Brick Pavers, LLC for Paver Repair, Installation and Replacement Services* dated November 3, 2023 (“Agreement”) as follows:

I. Scope of Work


The District hereby engages the services of Contractor to perform the work described in **Attachment A**, attached hereto. **Attachment A** shall not be incorporated herein, except that **Attachment A** is applicable to the extent that it states the Work’s scope of services for the labor and materials to be provided under this Agreement and the price. Otherwise, none of the provisions of **Attachment A** shall apply to this Work Authorization and the Agreement.

II. Fees

The District will compensate Contractor at the price listed in **Attachment A** in accordance with the terms of the Agreement and this Work Authorization.


This Work Authorization, together with the Agreement, represents the entire understanding between the District and Contractor with regard to the referenced Work Authorization. If you wish to accept this Work Authorization, please sign below where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule the approved services.

Sincerely,


Cheyann Nelson (Nov 11, 2024 09:16 CST)

Authorized Representative of
Santos Brick Pavers, LLC

APPROVED AND ACCEPTED

By: 
Robert Erik Stenhammer (Nov 8, 2024 12:29 EST)
Chair/Vice-Chair, Board of Supervisors
Somerset Community Development District

Date: Nov 8, 2024

Attachment A

November 8, 2024

Santos Brick Pavers L.L.C
santosbrickpavers@Hotmail.com
(850)-625-3547

Proposal

Client's Address: Somerset Community Development District C/O Rizetta 120 Richard Jackson
Boulevard, Suite 220,
Panama City Beach, Florida 32407

Client's Email: dlang@alysbeach.com, komera@rizzetta.com

Job Description

8) N Somerset & 30A
\$800.00

9) W La Garza and 30A 3 small sunk areas
525 sqft @ \$9.00 a sqft
\$4,725.00

Total: \$5,525.00

We require 50% deposit upon signing contract and the remaining 50% upon completion.










2024-11-08 - Somerset CDD - WA# 2025-01 - Paver Repairs - Santos Brick Pavers, unexecuted

Final Audit Report

2024-11-11

Created:	2024-11-08
By:	Kim O'Mera (komera@rizzetta.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAonwQIMAAM_sIL0Oo2CgduAW3bpzFNPEt

"2024-11-08 - Somerset CDD - WA# 2025-01 - Paver Repairs - Santos Brick Pavers, unexecuted" History

-  Document created by Kim O'Mera (komera@rizzetta.com)
2024-11-08 - 5:08:40 PM GMT
-  Document emailed to robert@alysbeach.com for signature
2024-11-08 - 5:09:27 PM GMT
-  Email viewed by robert@alysbeach.com
2024-11-08 - 5:29:16 PM GMT
-  Signer robert@alysbeach.com entered name at signing as Robert Erik Stenhammer
2024-11-08 - 5:29:44 PM GMT
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Signature Date: 2024-11-08 - 5:29:46 PM GMT - Time Source: server
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2024-11-11 - 3:16:33 PM GMT
-  Document e-signed by Cheyann Nelson (santosbrickpavers@hotmail.com)
Signature Date: 2024-11-11 - 3:16:35 PM GMT - Time Source: server

✔ Agreement completed.

2024-11-11 - 3:16:35 PM GMT



Estimate

SUPPLY

Date	Estimate #
11/14/2024	1048

Name / Address
Somerset Community Development District C/O Rizzetta & Company 3434 Colwell Ave, Suite 200 Tampa, FL 33614

Item	Description	Qty	Cost	Total
SERVICE	WATERVISION CLOUD UPGRADE Install new Watervision Cloud equipment on Alys Beach pump station in order to continue service after December 15, 2024.	1	1,792.00	1,792.00

Prices good for thirty (30) days from the date of this estimate.

Subtotal \$1,792.00

Sales Tax (0.0%) \$0.00

Total \$1,792.00

P.O. Box 804 • Shalimar, Florida 32579 • Phone/Fax: (850) 651-6625
email: millsupply@cox.net

FORM OF ADDITIONAL SERVICES ORDER

WORK AUTHORIZATION #25-01 FOR ADDITIONAL LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

THIS WORK AUTHORIZATION (the “**Work Authorization**”), dated November 8, 2024, authorizes certain work in accordance with that certain *Landscape and Irrigation Maintenance Services Agreement* (the “**Agreement**”), dated October 1, 2021, by and between:

SOMERSET COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Walton County, Florida, and having offices at c/o Rizzetta & Company, Inc., 120 Richard Jackson Blvd., Suite 220, Panama City Beach, Florida 32407 (“**District**”); and

RIP’S PROFESSIONAL LAWN CARE, INC., a Florida corporation, with a mailing address of 511 North Highway 79, Panama City Beach, Florida 32413 (the “**Contractor**,” and collectively with the District, the “**Parties**”).

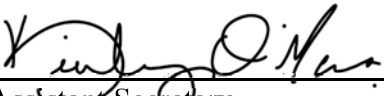
SECTION 1. SCOPE OF SERVICES. In addition to the Services described in the Agreement and any Exhibits and Amendments thereto, the Contractor will provide additional landscape and irrigation maintenance services, as set forth in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the “**Additional Services**”).

SECTION 2. COMPENSATION. It is understood and agreed that the payment of compensation for the Additional Services under this Work Authorization shall be in the amount set forth in the attached **Exhibit A**, and in the manner set forth in the Agreement.

SECTION 3. ACCEPTANCE. Acceptance of this Work Authorization will authorize the Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid Additional Services as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Work Authorization to be executed the day and year first above written.


Assistant Secretary

SOMERSET COMMUNITY DEVELOPMENT DISTRICT


Robert Erik Stenhammer (Nov 8, 2024 17:13 EST)
Chairman, Board of Supervisors

Bradley Morrison
Bradley Morrison (Nov 8, 2024 13:09 CST)
Witness

RIP'S PROFESSIONAL LAWN CARE, INC.


James R Thompson (Nov 10, 2024 11:47 CST)

By: James R Thompson
Its: president

Exhibit A: Proposal/Scope of Additional Services

Please Remit Payment to:

Rips Professional Lawn Care LLC
PO Box 919883
Orlando, FL 32891



Invoice 282602

Bill To
Somerset Community Development District c/o Rizzetta & Company, Inc 3434 Colwell Ave, Suite 200 Tampa, FL 33614

Date	Due Date
09/16/24	10/16/2024
Account Owner	PO#

Item	Qty/UOM	Rate	Ext. Price	Amount
#295160 - Slip road bi - line repair				\$5,168.20
<i>Irrigation Renovation - 09/13/2024</i>				
1" conduit	200.00LF	\$2.15	\$430.00	
Bi - Line	220.00LF	\$3.81	\$838.20	
Labor	52.00HR	\$75.00	\$3,900.00	

RECEIVED
11/05/24

Grand Total \$5,168.20

1-30 Days	31-60 Days (Past Due)	61-90 Days (Past Due)	91-120 Days (Past Due)	121+ Days (Past Due)
\$5,168.20	\$0.00	\$0.00	\$0.00	\$0.00

**Aging displayed on invoice only refers to balances after 1/1/18 for this property.

***This invoice is governed by, and specifically incorporates, the terms and conditions agreed to by the parties in the Proposal/Contract referenced above.

Thank you for allowing us to serve you.

(850) 233-6396










2024-11-08 - Somerset CDD - WA #25-01 - Irrigation Repairs - Rip's Professional Lawn Care, unexecuted

Final Audit Report

2024-11-10

Created:	2024-11-08
By:	Kim O'Mera (komera@rizzetta.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIVtmvgiq5HX4a5Y1fLqYQg2bFNPQgDPp

"2024-11-08 - Somerset CDD - WA #25-01 - Irrigation Repairs - Rip's Professional Lawn Care, unexecuted" History

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-  Document emailed to robert@alysbeach.com for signature
2024-11-08 - 5:32:41 PM GMT
-  Document emailed to rip.thompson@ripsajc.com for signature
2024-11-08 - 5:32:42 PM GMT
-  Document emailed to bradley.morrison@ripsajc.com for signature
2024-11-08 - 5:32:42 PM GMT
-  Email viewed by bradley.morrison@ripsajc.com
2024-11-08 - 7:07:45 PM GMT
-  Signer bradley.morrison@ripsajc.com entered name at signing as Bradley Morrison
2024-11-08 - 7:09:04 PM GMT
-  Document e-signed by Bradley Morrison (bradley.morrison@ripsajc.com)
Signature Date: 2024-11-08 - 7:09:06 PM GMT - Time Source: server
-  Email viewed by robert@alysbeach.com
2024-11-08 - 10:12:52 PM GMT
-  Signer robert@alysbeach.com entered name at signing as Robert Erik Stenhammer
2024-11-08 - 10:13:14 PM GMT

 Document e-signed by Robert Erik Stenhammer (robert@alysbeach.com)


Signature Date: 2024-11-08 - 10:13:16 PM GMT - Time Source: server

 Email viewed by rip.thompson@ripsajc.com

2024-11-10 - 5:39:57 PM GMT

 Signer rip.thompson@ripsajc.com entered name at signing as James R Thompson

2024-11-10 - 5:47:40 PM GMT

 Document e-signed by James R Thompson (rip.thompson@ripsajc.com)

Signature Date: 2024-11-10 - 5:47:42 PM GMT - Time Source: server

 Agreement completed.

2024-11-10 - 5:47:42 PM GMT

FORM OF ADDITIONAL SERVICES ORDER

WORK AUTHORIZATION #25-02 FOR ADDITIONAL LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

THIS WORK AUTHORIZATION (the “**Work Authorization**”), dated November 12, 2024, authorizes certain work in accordance with that certain *Landscape and Irrigation Maintenance Services Agreement* (the “**Agreement**”), dated October 1, 2021, by and between:

SOMERSET COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Walton County, Florida, and having offices at c/o Rizzetta & Company, Inc., 120 Richard Jackson Blvd., Suite 220, Panama City Beach, Florida 32407 (“**District**”); and

RIP’S PROFESSIONAL LAWN CARE, INC., a Florida corporation, with a mailing address of 511 North Highway 79, Panama City Beach, Florida 32413 (the “**Contractor**,” and collectively with the District, the “**Parties**”).

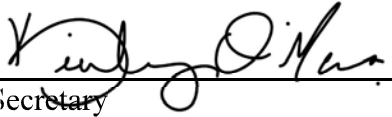
SECTION 1. SCOPE OF SERVICES. In addition to the Services described in the Agreement and any Exhibits and Amendments thereto, the Contractor will provide additional landscape and irrigation maintenance services, as set forth in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the “**Additional Services**”).

SECTION 2. COMPENSATION. It is understood and agreed that the payment of compensation for the Additional Services under this Work Authorization shall be in the amount set forth in the attached **Exhibit A**, and in the manner set forth in the Agreement.


SECTION 3. ACCEPTANCE. Acceptance of this Work Authorization will authorize the Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid Additional Services as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

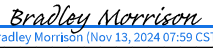
[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Work Authorization to be executed the day and year first above written.


Secretary

SOMERSET COMMUNITY DEVELOPMENT DISTRICT


Robert Stenhammer (Nov 12, 2024 12:00 CST)
Chairman, Board of Supervisors


Bradley Morrison (Nov 13, 2024 07:59 CST)
Witness

RIP'S PROFESSIONAL LAWN CARE, INC.


James R Thompson (Nov 13, 2024 04:38 CST)

By: James R Thompson
Its: President

Exhibit A: Proposal/Scope of Additional Services

Please Remit Payment to:

Rips Professional Lawncare LLC
PO Box 919883
Orlando, FL 32891



Invoice 290025

Bill To
Somerset Community Development District c/o Rizzetta & Company 3434 Colwell Ave., Suite 200 Tampa, FL 33614

Date	Due Date
10/23/24	11/22/2024
Account Owner	PO#
Bradley Morrison	

Item	Amount
#300881 - Replace Bi-Line between the NW to SW Butteries for Irrigation along 30A <i>Irrigation Renovation - 10/22/2024</i>	\$1,523.00

RECEIVED
11/11/24

Grand Total \$1,523.00

1-30 Days	31-60 Days (Past Due)	61-90 Days (Past Due)	91-120 Days (Past Due)	121+ Days (Past Due)
\$10,498.00	\$0.00	\$0.00	\$0.00	\$57.05

**Aging displayed on invoice only refers to balances after 1/1/18 for this property.

***This invoice is governed by, and specifically incorporates, the terms and conditions agreed to by the parties in the Proposal/Contract referenced above.









2024-11-12 - Somerset CDD - WA #25-01 - Irrigation Repairs - Replace Bi-Line - Rip's Professional Lawn Care - Unexecuted

Final Audit Report

2024-11-13

Created:	2024-11-12
By:	Kim O'Mera (komera@rizzetta.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjF0X4bkwLUpX2yV1XD-eShz1COhcnqCb

"2024-11-12 - Somerset CDD - WA #25-01 - Irrigation Repairs - Replace Bi-Line - Rip's Professional Lawn Care - Unexecuted" History

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-  Signer robert@alysbeach.com entered name at signing as Robert Stenhammer
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-  Document emailed to rip.thompson@ripsajc.com for signature
2024-11-12 - 6:00:12 PM GMT
-  Email viewed by rip.thompson@ripsajc.com
2024-11-13 - 10:35:49 AM GMT
-  Signer rip.thompson@ripsajc.com entered name at signing as James R Thompson
2024-11-13 - 10:38:20 AM GMT



Document e-signed by James R Thompson (rip.thompson@ripsajc.com)

Signature Date: 2024-11-13 - 10:38:22 AM GMT - Time Source: server



Document emailed to bradley.morrison@ripsajc.com for signature

2024-11-13 - 10:38:24 AM GMT



Email viewed by bradley.morrison@ripsajc.com

2024-11-13 - 1:59:03 PM GMT



Signer bradley.morrison@ripsajc.com entered name at signing as Bradley Morrison

2024-11-13 - 1:59:37 PM GMT



Document e-signed by Bradley Morrison (bradley.morrison@ripsajc.com)

Signature Date: 2024-11-13 - 1:59:39 PM GMT - Time Source: server



Agreement completed.

2024-11-13 - 1:59:39 PM GMT



Adobe Acrobat Sign

Tab 9

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Fort Lauderdale, FL 33301

Tel: (954) 210-7925

Fax: (954) 210-7926

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Colorado	New Mexico
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Hawaii	Ohio
Mid-Atlantic	Texas
Midwest	Washington

September 24, 2024

Proposal #54273-0

Somerset Community Development District, Inc.

c/o Kim O'Meara

Rizzetta & Company

3434 Colwell Ave, Suite #200

Tampa, FL 33614

Subject: Reserve Study Proposal

Dear Kim,

Thank you for requesting a Reserve Study proposal from Association Reserves. It would be our privilege to serve as your Reserves planning partner! We recognize that you have a choice of Reserve Study providers and want to make sure you understand the many benefits of working with our company, including reports prepared in compliance with CAI's National Reserve Study Standards and Florida's newly-revised statutory "Structural Integrity Reserve Study" (SIRS) requirements. To that end, we have prepared this proposal document which clearly defines the process and scope of work of our Reserve Studies, provides background about our firm and key employees, and even includes answers to many Frequently Asked Questions.

We have also enclosed the Standard Terms and Conditions which sets forth the terms of the services that Association Reserves-Florida, LLC ("Association Reserves", "us", "our" or "we") will provide to **Somerset Community Development District, Inc.** ("Client", "you" or "your").

When you're ready for the next step, simply follow the instructions listed in the last section, "Schedule, Terms and Fees." Our office will then contact you regarding the next steps in the process, such as scheduling the site inspection, obtaining required background information, etc. Please don't hesitate to contact us if you have any questions or concerns, or would like any additional information. We hope to hear from you soon!

Sincerely,

Will Simons, RS
President
Florida/Southeast Regional Office



Introduction to Reserve Studies

What's a Reserve Study?

A Reserve Study is a document used by community associations (or any other type of common interest real estate development) to help determine the relative strength of its existing financial Reserve funds, and to provide forecasts and recommended funding plans for major repair, replacement, or restoration projects over a long period of time.



Are Reserve Studies really that important?

Absolutely. It's fairly easy to plan and prepare for recurring costs like management fees, insurance premiums, landscaping contracts, and utilities, but what about the projects and expenses that DON'T happen every year? That's our specialty...identifying and forecasting those projects that are *certain* to occur, but are often overlooked or underestimated. There's no question that setting aside Reserve funds over a long period of time is the simplest, most cost-effective, and most responsible way to plan for major projects.

The work will need to be done; it's up to the property and its representatives to plan accordingly. Without adequate Reserves, properties will have to make a tough decision: take out costly loans? Push for recurring special assessments? Or worst, accept a drop in property values due to deteriorating conditions and deferred maintenance? A current, reliable Reserve Study is the first step toward long-term financial strength for every property. Without one, property owners and stakeholders will be misinformed, underprepared, and left exposed to serious financial consequences. A current, reliable Reserve Study is a hallmark of well-managed properties, and an important part of a Board of Directors' fiduciary duty to act in the best interest of their ownership.

What components are included in a Reserve Study?

[Reserve Study Standards](#) as published by the Community Associations Institute specify the following criteria for inclusion in a Reserve Study:

1. The association has the obligation to maintain or replace the existing element.
2. The need and schedule for this project can be reasonably anticipated.
3. The total cost for the project is material to the association, can be reasonably estimated, and includes all direct and related costs

Our studies typically include funding for projects such as: roof replacement, painting/waterproofing, pavement sealing and resurfacing, elevator modernization, balcony and deck sealing and restoration, major mechanical systems (HVAC, fire alarm, hot water, etc.), major pool and spa expenses, interior/amenity area remodeling, and many more. The bottom line is that every property is different, and will require a thorough inspection to determine what belongs in your study. State requirements vary on what types of projects should be addressed through Reserves (and therefore included in a Reserve Study). Our studies will always meet and usually exceed these requirements, ensuring that our clients are acting in accordance with legal requirements and sound fiduciary responsibility.

The Reserve Study Process

Our Reserve Studies are prepared in accordance with [Reserve Study Standards](#), originally established in 1998 by the Community Associations Institute. Per these standards, a Reserve Study engagement generally consists of the following:

1. Component Inventory & Condition Assessment

The component inventory is the task of selecting and quantifying Reserve components. This task can be accomplished through on-site visual observations, review of property design and organizational documents, a review of established precedents, and discussion with appropriate representative(s) of the Client. The condition assessment is “the task of evaluating the current condition of the component based on observed or reported characteristics.” As part of our inspection, we review any available building documents including site plans, building plans, fire alarm inspection records, equipment schedules and any other data that may be informative regarding component details, project history or expectations for upcoming work. We then measure/quantify, inspect and document all areas or components to be included.

→ For Update, With Site Visit (Level 2) Reserve Studies, the component inventory is for verification purposes only, using previously-established component quantities from a prior Reserve Study. However, the condition assessment is re-established based on current conditions. For Update, No Site Visit (Level 3) Reserve Studies, there is no physical inspection of the property. We review the component inventory and condition assessments from the most recent study, communicate with the Client about any relevant project history and updated financial information, then proceed with the Life and Valuation Estimates and Financial Analysis.



2. Life & Valuation Estimates

Our team begins by organizing and interpreting the raw data gathered during the site inspection, reviewing all measurements, notes and photographs for key details and insights. Next, we establish the component list structure, and determine the life and cost estimates for each Reserve component. Our standard procedure is to use any historical information provided to us by the Client (such as when certain projects were done, and what they cost), and to review any bids or estimates for upcoming work. We review our findings with your current vendors for their insights, and also check their input against information we've gathered working with other comparable properties in the area. We constantly consult our own internal databases, comprised of data collected from over 45,000 Reserve Studies. As a supplement, we also make use of various guidebooks, publications and manufacturer's recommendations to supplement our knowledge base. The end result is a complete, thorough set of estimates that are accurate, current, Client-specific, and generated by a qualified, independent third party.

3. Financial Analysis, Report Preparation & Delivery

Once the component list is established and we've reviewed your current annual budget and Reserve fund balance(s), we will make a determination of relative current Reserve fund strength and created a recommended funding plan covering the next 30 fiscal years, including a schedule of projected annual income and expenses.

Why should we choose Association Reserves?

Association Reserves was established in 1986 as a professional consulting firm serving community associations and other clients throughout the United States and abroad. To date, our firm has completed over **80,000** Reserve Studies and Capital Plans for properties of all types, including condominium and homeowners associations, community development districts, timeshare and resort properties, commercial facilities, worship facilities, schools and more. Over the years, our firm has been instrumental in defining and advocating the National Reserve Study Standards endorsed by the Community Associations Institute (CAI).

Each Reserve Study we provide is conducted with special consideration for the unique characteristics of the Client property, especially age, regional weather patterns, local pricing factors, and input from the Client's representatives. Our time-tested approach involves research of key factors, especially project history, projected useful life and cost data, and aesthetic standards in the local area. Our staff members earn and maintain the Reserve Specialist credential administered by the Community Associations Institute (CAI), the international authority on all aspects of community association living.

We don't take a one-size-fits-all approach to our work, because we know that every property is different, and we take the time and care to ensure our results will help you to make wise decisions regarding the long-term care of your physical and financial assets. From our first phone call to final delivery of your study, we hold ourselves to the highest standards of professionalism. We pride ourselves on delivering a first-rate product, because we know you're putting your trust in our hands.



*We're proud to announce that for **11 years in a row (2013-2023)** we have been selected as a Reader's Choice Award winner by the readers of the Florida Community Association Journal. We attribute this achievement to a combination of hard work, attention to detail and an unwavering commitment to serving our clients.*

Qualifications and Key Staff Members

All of our project staff members have college degrees and many come from construction, engineering, architecture and related backgrounds. We do not use sub-contractors to conduct our inspections—all staff members inspecting your property are company employees trained specifically in the field of preparing Reserve Studies. As of 2024, 10 staff members on our Florida team have earned the prestigious Reserve Specialist credential.

Please [click this link](#) to learn more about our Florida team!



Robert M. Nordlund, PE, RS, EBP is the founder, owner and CEO of Association Reserves. Robert is a Professional Engineer, Reserve Specialist, and former board president of his own homeowners association. In addition, he is a past Chairman of CAI's Reserve Professionals Committee, past Chairman of the Association of Professional Reserve Analysts, past President of CAI's Greater Los Angeles Chapter, and a frequent speaker in industry-sponsored seminars and presentations throughout the United States. He obtained his Bachelor's degree from the University of Washington in Mechanical Engineering, and is a member of the prestigious engineering honors society Tau Beta Pi.



Will Simons, RS, EBP is the President of our Florida regional office. Will has completed and overseen more than 3,000 Reserve Studies for property types including residential developments, schools, historic buildings, commercial developments, country clubs, worship facilities, marinas and more. Will has earned the Reserve Specialist designation (#190) and is also a frequent author and speaker in the industry. He is a licensed Continuing Education Provider (#0005433) for Florida Community Association Managers, having designed and taught coursework related to Reserve funds and Reserve Studies. He served as the Vice President and Treasurer of his own homeowners association in South Florida, serving a community of over 600 homes and helping to oversee an annual budget of over \$1 million. Will earned a Bachelor's degree in Business administration from the University of Southern California.



Jeffrey Guenther, PE, EBP is a Senior Professional Engineer with our Florida office. Jeff joined Association Reserves in 2023. His early career was spent performing Structural Engineering design of commercial, residential, and industrial buildings and structures, including work with Procter & Gamble, GE and Toyota Motor Manufacturing, and he earned the first of his Professional Engineering (PE) licenses in Ohio in 1991. Jeff earned his Florida PE license in 2005 and began assisting with recovery after Hurricanes Charlie, Frances and Jean. He has performed building inspections and served as an expert witness in over 1,000 matters, primarily including construction defect and insurance claims. Jeff is also a licensed Community Association Manager and has been active within his 1,450 home HOA in West Palm Beach as a Board and Committee Member and Tennis/Pickleball hack. Jeff obtained a Bachelor's Degree in Civil Engineering with a Structural specialty from the University of Kentucky and MBA in 2001 from the University of Cincinnati.

What can I expect to see in my Reserve Study?

Simple, concise summary of recommendations, with a clear, organized listing of Reserve components.

3-Minute Executive Summary

Association: Location: Report Period:	Sample Reserve Study Condo - High-Rise Anywhere, FL January 1, 2019 through December 31, 2019	Assoc. #: 99995-0 # of Units: 100
--	---	--

Findings/Recommendations as-of: January 1, 2019

Projected Starting Reserve Balance	\$1,523,587
Projected "Fully Funded" (Ideal) Reserve Balance	\$2,244,472
Average Reserve Deficit (Surplus) Per Owner	\$7,258
Percent Funded	67.5%
Recommended 2019 "Full Funding" Contributions	\$317,800
Recommended 2019 Special Assessments for Reserves	\$0
Most Recent Reserve Contribution Rate	\$294.568

Reserves % Funded: 67.5%

Special Assessment Risk:

Economic Assumptions:
 Net Annual "After Tax" Interest Earnings Accruing to Reserves 1.00%
 Annual Inflation Rate 3.00%

This document is a "Full" Reserve Study (original, created "from scratch"), based on our site inspection on 2/7/2018.

This Reserve Study was prepared or overseen by a credentialed Reserve Specialist (RS). Assets appropriate for Reserve dedication were excluded. As of the start of the initial fiscal year shown in this study, your Reserve fund is determined to be 67.5% Funded. Based on this figure, the Client's risk of special assessments & deferred maintenance is currently Medium. The objective of your multi-year Funding Plan is to Fully Fund your Reserves, where clients enjoy a low risk of such Reserve cash flow problems.

Based on this starting point, your anticipated future expenses, and your historical Reserve contribution rate, our recommendation is to increase your Reserve contributions in the upcoming fiscal year. Going forward, the contribution rate recommended here should be increased as illustrated on the 30-yr Summary Table.

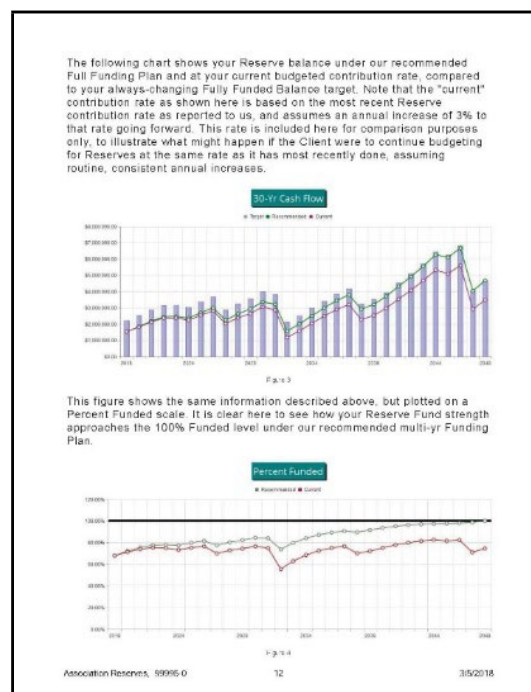
Reserve Funding Goals and Methodology:

This Reserve Study has been prepared using the "pooled" method of Reserve funding (also known as the cash flow method). The terms "full funding" and/or "fully funded" as used in this Reserve Study are based on the National Reserve Study Standards definition of full funding "setting a Reserve funding goal to attain and maintain Reserves at or near 100 percent funded." (The definition and means of calculating percent-funded are

Association Reserves, 50995-0
1
3/5/2018

[illegible]

Large, color-coded charts and tables to illustrate long-term implications



Here's a sample of our Component Details pages. We devote a thorough summary to every single component included in your Reserve Study.

Quantity: Approx 156,000 GSF

Location: Building exteriors

Funded?: Yes.

History: Per records provided, exterior building was painted in 2015 for \$250,000

Evaluation: Approximately 23,400 LF of sealants. Overall condition noted to be fair: Painted exterior surfaces determined to be in fair condition typically exhibit some minor to moderate signs of wear and age such as chalking, peeling, blistering, etc. Problems tend to develop in more exposed areas first. Hairline cracks may be present at this stage. Overall appearance is satisfactory. There are two important reasons for painting and waterproofing a building: to protect the structure from damage caused by exposure to the elements, and to restore or maintain good aesthetic standards for curb appeal. As routine maintenance, we recommend that regular inspections, spot repairs and touch-up painting be included in the operating budget. Typical paint cycles can vary greatly depending upon many factors including: type of material painted, surface preparations, quality of material, application methods, weather conditions during application, moisture beneath paint, and exposure to weather conditions. Proper sealant/caulking at window and door perimeters and other "gaps" in the building structure are critical to preventing water intrusion and resulting damage. The general rule of thumb is that sealant/caulking should be in place wherever two dissimilar building surfaces meet, such as window frame to concrete structure junctions. For best results, the client may want to consult with a paint company representative, building envelope specialist and/or structural engineer to specify the types of materials to be used and define complete scope of work before bidding. In our experience, cost estimates for painting and waterproofing can vary widely, even when based on the same prescribed scope of work. Estimates shown here should be updated and revised as needed based on actual bids obtained or project cost history during future Reserve Study updates.

Useful Life:
7 years

Remaining Life:
4 years

Easy-to-find details



- Descriptive, thorough observations

- Full-color photographs

Best Case: \$ 320,000

Worst Case: \$ 400,000

Lower estimate to seal/repaint

Higher estimate

Cost Source: AR Cost Database/Client Cost History

What's Included with your Reserve Study?

Upon completion of the Reserve Study, the Client will receive the following:



Electronic copy: A digital version of the entire Reserve Study document is delivered by email in PDF form. We also post the completed study to a complimentary, private (password-protected) account on the Client Center of our website, where Client representatives can view and download all relevant documents.



Free Software: Enjoy a complimentary subscription to “uPlanIt,” our online Reserve Study software. (Subscription will be active upon completion of your Reserve Study and terminates 90 days after the start of the initial fiscal year included in the financial analysis.) uPlanIt allows Clients to consider a variety of conditions throughout the reserve budget process, forecast the potential impact on the funding plan, and test and validate their budget decisions. Whether you want to change the contribution level, adjust replacement costs, or postpone certain projects, you’ll be able to foresee the outcome. Results are delivered in an assortment of insightful charts & tables. With uPlanIt, the power to control your property’s physical & financial future is entirely in your hands! (More information on following page.)



Virtual Meetings/Presentations: we will gladly host a virtual meeting via Zoom to help explain the process, outcomes, and other key details found within a Reserve Study. The Reserve Study document is shown on-screen, and our staff will walk you through the document, explaining key terminology, reviewing the component list and explaining how we formulate our recommendations in a study. **Note: unless approved in advance, Zoom meetings will be limited to a maximum of 60 minutes.**

Other Benefits:

Complimentary hard copy: Upon the Client’s request to us, one printed and bound full-color copy is available upon request upon completion of the Reserve Study at no cost. Additional copies may be requested but will be billed in addition to the Reserve Study fee at \$100.00 each.

Complimentary revision: In the event there is a material error or discrepancy identified within the Reserve Study, upon the Client’s written request to us, we will gladly revise the study at no charge to the Client for a period of up to 60 days following our initial delivery of the completed study. The foregoing is limited to one revision of the initial completed study. Other requests for changes, or requests made greater than 60 days following our initial delivery of the study may be approved by us in our sole discretion and potentially at an additional cost of \$200/hour.

On-Site Meeting attendance: In lieu of a virtual meeting, our staff may be available to attend meetings at the Client property. Due to our volume of requests, meeting attendance requests must be made at least 30 days prior to the actual meeting date and are subject to staff availability. Attendance fees will be billed based on actual meeting time plus “door to door” travel time for our staff at a rate of \$200.00/hour, with a one hour minimum. For properties located greater than 200 miles from our Fort Lauderdale, FL office address, additional travel costs for flight, hotel, rental car and per-diem allowances may apply. If interested in meeting attendance, please contact us directly for more specific options and costs for your property.

Enjoy Free Access to our Online Software!

(Click [here](#) for an online demo of uPlanIt)



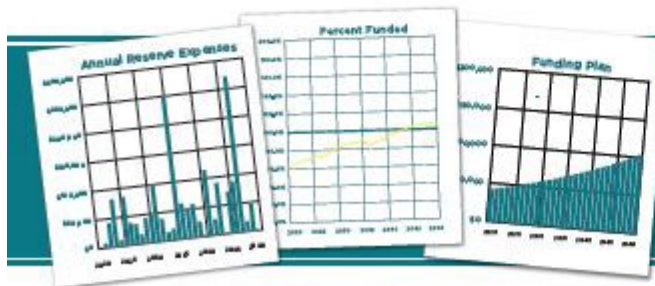
MORE ANSWERS, LESS HEADACHES



uPlanIt is a powerful interactive online tool that allows our Clients to run faster, jump higher, and leap tall buildings in a single bound!

Okay, maybe we're exaggerating a bit, but in the always stressful and often divisive Reserve budget process, uPlanIt can facilitate collaboration, build consensus and eliminate guesswork for Managers and Boardmembers.

Designed by experts and available FREE to our Clients with every professional Reserve Study engagement, uPlanIt gives instant answers to all your "what-if" Reserve funding scenarios. Whether you face "pushback" to funding Reserves, objections about the life expectancies or costs of certain projects, or outrage for a proposed special assessment, you'll be able to instantly foresee the outcome of alternative budget strategies.



Results are delivered in an assortment of insightful charts & tables. With uPlanIt, you can validate budget decisions, respond quickly and confidently to uncertainties, and prevent misunderstandings.

- Free for our professional Reserve Study clients during their budget season
- Year-to-Year (and Board-to-Board) continuity with one centralized data bank
- 24-7 access to play with the numbers during budget meetings!

References and Testimonials

You don't get to be in business for 30 years and counting without building a great reputation. Here's what some of our clients have had to say about us recently:

- *"As the owner of a fairly large property management company, I have been using Association Reserves since the firm was founded. Excellent staff, timely responses, easy to understand reports, and changing reports has never been problematic! I cannot recommend Association Reserves highly enough."*
- *"Association Reserves provides incredible service, knowledge and professionalism."*
- *"Until now, I had yet to see a Reserve Study whose overview so "user" friendly. Any novice may pick it up and understand the concepts behind a Reserve Study. Very impressive. To add to that, our Project Manager could not be more responsive in answering any of our questions and bending over backwards to work with us."*
- *"I have been in this business since 1998 and not everyone understands how HOAs and Boards work. Association Reserves employees do, which makes my job easier."*
- *"Our Board could not be more pleased with the report we have received and the manner in which the study was conducted. We highly recommend Association Reserves to prepare your Reserve Study."*
- *"We have worked with Association Reserves for several years. This is a process which can be very cumbersome to say the least, but Association Reserves has streamlined the process and with their help it has been painless and very successful."*
- *"Association Reserves far exceeded my expectations in terms of ease of access to our Reserve Study report on the internet, and quality of service."*
- *"The Association Reserves representatives have been very friendly and professional and have been very responsive to our needs."*



ASSOCIATION
RESERVES™

Planning For The Inevitable™

Standard Terms and Conditions

The following terms and conditions, the attached “Schedule & Fees”, and the attached “Deliverables” (collectively, “Agreement”) set forth the terms of the services that Association Reserves-Florida, LLC (“Association Reserves”, “us”, “our” or “we”) will provide to **Somerset Community Development District, Inc.** (“Client”, “you” or “your”). By accepting this Agreement, Client hereby agrees to all of the terms and conditions set forth below.

1. Professional Services

William G. Simons, RS is the President of Association Reserves-Florida, LLC and is a credentialed Reserve Specialist (#190). All work done by Association Reserves-Florida, LLC is performed under Mr. Simons’ Responsible Charge and is performed in accordance with National Reserve Study Standards (NRSS) and SIRS Requirements (as defined above). Association Reserves will provide oversight and assume responsibility for all work performed. Association Reserves’ services may be performed by Association Reserves employees or contractors working for Association Reserves.

The scope of work for this Agreement includes visual inspection of accessible areas and components and does not include any destructive or other means of testing. We do not inspect or investigate for construction defects, hazardous materials, code-compliance or other latent issues. Information provided to us about historical or upcoming projects, including information provided by the Client’s vendors and suppliers, will be considered reliable. Any on-site inspection should not be considered a project audit or quality inspection. Our opinions of component useful life, remaining useful life, and cost estimates assume proper original installation/construction, adherence to recommended preventive maintenance guidelines and best practices, a stable economic environment, and do not consider the frequency or severity of natural disasters. Our opinions of component useful life, remaining useful life and current and future cost estimates are not a warranty or guarantee of the actual costs and timing of any component repairs or replacements. The actual or projected total reserve account balance(s) presented in the Reserve Study will be based upon information provided and such information is not audited by Association Reserves. Because the physical condition of the Client’s components, the Client’s reserve balance, the economic environment, and the legislative environment are subject to change, the Reserve Study is limited by such outside influences and changes. Accordingly, Association Reserves expects that after the completion of the Reserve Study, a number of adjustments may be necessary to the cost and timing of our expense projections and the funding necessary to prepare for those estimated expenses. Because Association Reserves has no control over future events or outside influences, we do not expect that all the events we anticipate for purposes of the Reserve Study will occur exactly as planned.

2. Cooperation and Information

In connection with our work, Client agrees to cooperate with us and to promptly provide, to the extent reasonably possible, all relevant information as requested. Client agrees to notify us in writing if Client learns that any information provided to us is inaccurate or incomplete in any material respect. Client also agrees to continuously advise us of any material developments or facts that occur or come to its attention which might reasonably be considered to affect our work.

3. Professional Fees

Our fees and expenses are in no way contingent upon the results of our analysis, the content or conclusions in our report, the consummation of an event or transaction, or your acceptance or rejection of our opinions, reports or conclusions. Any undisputed invoice remaining unpaid for 30 days shall bear interest at the rate of 15% per annum from the date of the invoice until paid in full. We reserve the right to defer rendering further services until payment is received on undisputed past due invoices. Fees incurred to date must be paid within five (5) business days after receipt of our final report.

4. Limitation on Warranties

Association Reserves warrants that it will perform services under the Agreement in good faith, with qualified personnel in a competent and workmanlike manner in accordance with applicable industry standards. Association Reserves disclaims all other warranties, either express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose. Association Reserves does not warrant or predict results or final developments in this matter.

5. Undue Influence / Right to Withdraw

Association Reserves reserves the sole right to decide the methodology to be employed as well as the extent of review, research and other preparation to perform such analyses. If the Client or their agents attempt to influence our work, directly or indirectly, or if we are instructed to limit work or employ methods with which we disagree, we have the

absolute right to terminate work performed pursuant to this Agreement. Upon withdrawal, we will have no further obligation to perform work or to provide work product and shall be entitled to immediately receive payment for our services.

6. Confidentiality

Except as required in the performance of our services and work under this Agreement, we agree to keep confidential all information provided to us by you unless such information (a) is already known to us before disclosure by you, (b) is subsequently disclosed to us by a third party not known by us to be violating a duty of confidentiality to you, (c) becomes publicly available through no fault of ours or (d) is required by law, court order or regulatory authority or agency to be disclosed. We may also disclose information to our officers, members, employees, agents, contractors and advisors for purposes of providing our services. This Agreement may be disclosed to any court in connection with any attempt by us to enforce the terms of this Agreement, including seeking payment for services rendered to Client. Client gives Association Reserves the right to discuss this matter with attorneys, accountants, representatives, and other agents for the Client. This extends to other parties that we may designate as well as other individuals designated by Association Reserves including any colleagues of Association Reserves from whom professional information or services are sought.

7. Association Reserves' Reliance

In performing our work, we will be relying on the accuracy, reliability, and completeness of the information Client or its agents provide, including contracts, financial, and non-financial information. We will attempt to obtain and compile the data used in this engagement from reliable sources but cannot guaranty the accuracy or completeness of third party information. In accordance with National Reserve Study Standards, information provided by Client or its agents regarding financial details, component physical details and/or quantities, or historical issues/conditions will be deemed reliable for use in preparing the Reserve Study and is not intended to be used for the purpose of performing any type of audit, quality/forensic analysis, or background checks of historical records. For "Full" Reserve Study levels of service, we attempt to establish measurements and component quantities within 5% accuracy through a combination of on-site measurements and observations, review of any available building plans or drawings, and/or any other reliable means. For "Update, With Site Visit" and "Update, No Site Visit" Reserve Study levels of service, the Client is considered to have deemed previously developed component quantities as accurate and reliable, including quantities that may have been established by other individuals or firms.

8. Client's Reliance

Our engagement is not intended to and cannot be relied upon to disclose errors, irregularities, or illegal acts, including fraud or defalcations that may exist. Client understands that we will not audit, review, compile any financial statements, forecasts or other information, and we will not express an opinion or any form of assurance on them.

9. Limitations on Use of Our Work

Any documents and work product (regardless of form) generated by Association Reserves pursuant to this engagement are the sole and exclusive property of Association Reserves. Such documents and work product are not intended for general circulation or publication, but may be shared with the Client's ownership/membership at its discretion without obtaining permission from Association Reserves.

10. Document/Evidence Retention

It is not our practice to retain working papers, notes, or data files that have been updated or superseded. If you wish us to follow a different retention practice, please indicate your specific request(s) in writing when returning a copy of this Agreement. The working papers and other materials created by us during this engagement are our property. Association Reserves shall have no duty to retain any copies of documents provided to us for more than 90 days after the termination of this Agreement, or 90 days after the date the final Reserve Study is submitted to you, whichever is earlier. At the Client's expense, we will return original materials and documents supplied to us by the Client if a written request to do so is received by Association Reserves within the 90 days after the termination of this Agreement, or 90 days after the date the final Reserve Study is submitted to you, whichever is earlier.

11. Termination

Our engagement is terminable at any time upon written notice by you or by Association Reserves. Additionally, we will refuse to perform any requested act that we deem a violation of law, public policy, or our professional ethical standards, and may, as a result withdraw from the engagement without penalty. If we withdraw from this engagement, or the Client terminates our services for any reason or for no reason, the Client shall immediately pay Association Reserves for all services performed, and all expenses incurred by Association Reserves. If we are unable to complete the engagement for

any reason caused by the Client, the Client shall immediately pay Association Reserves for all services performed, and all expenses incurred by Association Reserves.

12. Limitation on Damages; Contribution and Limitation on Actions

- a) Association Reserves will not be liable to the Client for any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the services performed under the Agreement for an aggregate amount in excess of the fees paid or owing to Association Reserves for services rendered by Association Reserves under the Agreement. In no event, will Association Reserves be liable to the Client for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). The provisions of this Section will apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort or otherwise.
- b) In circumstances where all or any portion of the foregoing provisions of this Section are finally judicially determined to be unavailable, Association Reserves' aggregate liability for any actions, damages, claims, liabilities, costs, expenses or losses arising out of or relating to the services performed under the Agreement will not exceed an amount that is proportional to the relative fault that Association Reserves' conduct bears to all other conduct giving rise to such actions, damages, claims, liabilities, costs, expenses or losses.
- c) No action, regardless of form, arising out of or relating to this Agreement, may be brought by the Client against Association Reserves more than one year after the cause of action has accrued.
- d) To the fullest extent of the law, Client shall indemnify, defend and hold harmless Association Reserves, its officers, employees, agents, representatives, affiliates, consultants, and contractors from and against any and all losses, costs, penalties, fines, damages, claims, actions, expenses (including attorney's fees) or liabilities arising out of, resulting from, or in connection with the services contemplated by this Agreement.
- e) You agree to pay our attorneys' fees and costs incurred in the event we have to retain an attorney and/or initiate litigation to collect any unpaid balance for our services.
- f) In the event that Association Reserves is requested pursuant to subpoena, or other legal process, to provide testimony or produce its documents relating to this engagement in judicial or administrative proceedings to which Association Reserves is not a party, Client shall reimburse us at standard billing rates for our professional time and expenses, including reasonable and necessary attorney's fees and costs incurred by Association Reserves responding, resisting, and/or complying with such request(s). We reserve the right to engage our own counsel to respond, resist, and/or comply with such request(s), and Client shall reimburse Association Reserves for such attorney's fees and costs incurred by Association Reserves responding, resisting, and/or complying with such request(s).

13. Force Majeure.

- 14. Association Reserves will not be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

15. Governing law.

The laws of the State of Florida shall govern the construction, interpretation and enforcement of this Agreement. You agree that venue and jurisdiction for any suit arising under this Agreement shall be exclusively in the state courts located in Broward County, Florida, to the exclusion of all other courts, federal or otherwise.

16. Waiver of Jury Trial.

EXCEPT AS PROHIBITED BY LAW, NO PARTY TO THIS AGREEMENT, SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING OR COUNTERCLAIM BASED UPON, OR ARISING OUT OF THIS AGREEMENT, THE SERVICES PROVIDED HEREUNDER, THE FINANCIAL OBLIGATIONS ARISING HEREUNDER OR THE RELATIONSHIP BETWEEN ANY OF THE PARTIES TO THIS AGREEMENT.

17. Non-Waiver.

There is to be no change or waiver of any provisions of this Agreement unless the change is in writing and signed by all parties to this Agreement.

18. Miscellaneous.

- (a) Communications. Association Reserves may communicate with the Client by electronic mail or otherwise transmit documents in electronic form during the course of this engagement. The Client accepts the inherent risks of these forms of communication, including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices.
- (b) A facsimile or electronic copy hereof shall be considered binding and legally sufficient for all purposes. The terms of this Agreement are subject to change if not executed and returned to us within 180 days of the date of this

Agreement.

(c) Independent Contractor. It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is or will be considered an agent, distributor or representative of the other. Neither party will act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

(d) Entire Agreement. This Agreement constitutes the entire agreement between Association Reserves and the Client with respect to this engagement and supersedes all other oral and written representations, understandings or agreements concerning the subject matter hereof.

(e) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

18. Revision policy

In the event there is a material error or discrepancy identified within the Reserve Study, upon the Client's written request to us, we will gladly revise the study at no charge to the Client for a period of up to 60 days following our initial delivery of the completed study. The foregoing is limited to one revision of the initial completed study. Other requests for changes, or requests made greater than 60 days following our initial delivery of the study may be approved by us in our sole discretion and at an additional cost to the Client. If approved, revisions will be billed at the rate of \$200.00/hour with a one-hour minimum.

19. Proposal expiration date

Pricing shown here is valid for up to 90 days after the date of this proposal. After that date, Association Reserves may at its discretion honor the proposal, or reserves the right to offer a new proposal to the Client.

Scope of Work, Schedule & Fees

Option A: Full Reserve Study

Full Reserve Study: **\$5,360**



A Full Reserve Study is required when the Client has no prior Reserve Study, or wishes to start “from scratch” with a completely new study. This level of service is defined by National Reserve Study Standards as an engagement during which the following five Reserve Study tasks are performed for the first time: Component Inventory, Condition Assessment (based upon on-site visual observations), Life and Valuation Estimates, Fund Status and Funding Plan.

- **Note:** If your property has had a prior Reserve Study (even if conducted by another provider) that you wish to have updated, please contact our office for Reserve Study Update pricing options. A complete copy of the prior study must be available for our review prior to submitting a new proposal.

Option B: Full Reserve Study with Loyalty Update Plan

(3-year Agreement)

Year 1: Full Reserve Study: **\$4,824 (includes 10% discount!)**

Year 2: Update, No-Site-Visit Reserve Study: **\$1,500**

Year 3: Update, No-Site-Visit Reserve Study: **\$1,500**



Updating your Reserve Study on a regular basis helps your property stay on track financially. This option helps you do that! Take advantage of a discounted fee on your initial Reserve Study, plus save money by locking in the price of your future updates!

This option is a three-year plan, including your initial Full Reserve Study (see Full Reserve Study description above), plus two No-Site-Visit updates performed over the following two consecutive fiscal years. Each No-Site-Visit update consists of the same general process and resulting report as a Full Reserve Study, except that in lieu of re-visiting the property, we will review all recent project history and financial information with the Client in order to properly update the component list and create an updated Financial Analysis.

Scope of Work, Schedule & Fees

Proposal Date: September 24, 2024

Client Name: Somerset Community Development District, Inc.

Proposal Number: 54273-0

Schedule & Next Steps:

Once we receive your signed proposal, our office will provide you with a deposit invoice and Reserve Study Information Forms for you to complete. Inspections will be scheduled in the order in which payment and Information Forms are received by our office. As of the date listed on this proposal, recent changes to Florida legislation have created new requirements for all residential Florida condominium and cooperative associations with buildings three stories or higher to complete a Structural Integrity Reserve Study (SIRS) by December 31, 2024. This regulation has significantly increased the demand for SIRS, impacting all Reserve Study providers in Florida, including Association Reserves. While your Association is not subject to these SIRS guidelines, we want to inform you of the heightened market demand. Tentative schedule for scheduling your inspection is spring 2025. Delivery of the completed Reserve Study would be within six weeks of completion of the site inspection. Please contact our office for more specific information regarding potential dates and timelines for completion.

Payment Terms:

Payment is required in two installments: 50% of the fee will be invoiced upon acceptance of this proposal. The remaining 50% balance will be invoiced following initial delivery of the Reserve Study.

Choose One Option:

Full Reserve Study

☐ **\$5,360**

Full Reserve Study (w/ Loyalty Update Plan)*

☐ **\$4,824**

****Cost of subsequent updates to be billed in second and third years of the Plan.***

By signing below, the person signing this agreement on behalf of Client represents and warrants that he/she has the authority to do so, and agrees to the Standard Terms and Conditions attached hereto. Signed proposals can be emailed to wsimons@reservestudy.com, or faxed to (954) 210-7926.

Approved, Accepted and Agreed to on behalf of Somerset Community Development District, Inc.:

Print Name:

Title:

Signature:

Date:

Tab 10

Mills

Estimate

SUPPLY

Date	Estimate #
10/3/2024	1039

Name / Address
Somerset Community Development District C/O Rizzetta & Company 3434 Colwell Ave, Suite 200 Tampa, FL 33614

Item	Description	Qty	Cost	Total
MANIFOLD	Service Work - Remove all intake and discharge piping inside the pump station enclosure. Fabricate and install stainless steel manifolds. All valves and sensors will be reused.	1	15,500.00	15,500.00T

Prices good for thirty (30) days from the date of this estimate.

Subtotal \$15,500.00

Sales Tax (0.0%) \$0.00

Total \$15,500.00

P.O. Box 804 • Shalimar, Florida 32579 • Phone/Fax: (850) 651-6625
email: millsupply@cox.net













