



Rizzetta & Company

Somerset Community Development District

Board of Supervisors' Meeting June 4, 2026

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

www.somersetcdd.org

SOMERSET COMMUNITY DEVELOPMENT DISTRICT AGENDA

Somerset Conference Hall, located at 215 Nonesuch Way Alys Beach, Florida 32461

Board of Supervisors	Vacant John Rosenberg George Hartley Jody Jubuisson 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

May 28, 2026

**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, June 4, 2026, at 2:00 p.m. (Central Time)** at the Somerset Conference Hall, located at 215 Nonesuch Way, Alys Beach, FL 32461. The following is the Tentative Agenda for this meeting:

1. CALL TO ORDER/ROLL CALL

2. AUDIENCE COMMENTS ON AGENDA ITEMS

3. BUSINESS ADMINISTRATION

- A. Consideration of Minutes for the Board of Supervisors Meeting
held on April 2, 2026Tab 1
- B. Ratification of Operation and Maintenance Expenditures for March 2026Tab 2
- C. Consideration of Resolution 2026-01, Redesignating the Assistant
Treasurer of the District.....Tab 3
- D. Acceptance of Robert Stenhammer Resignation from Seat #5.....Tab 4
- E. Consideration of Appointment to Seat #5 and Administration
of Oath of Office.....Tab 5
- F. Consideration of Resolution 2026-02, Redesignating Officers
of the District.....Tab 6
- G. Presentation of Registered Voter Count.....Tab 7
- H. Consideration of Resolution 2026-03, Setting a Landowner Election DateTab 8

4. CONSENT AGENDA – RATIFICATION OF MAINTENANCE ITEMSTab 9

- A. Alys Beach Resorts:
 - 1. PO #26-02: W1 Streetlight Materials
 - 2. PO #26-03: HH3 Streetlight Materials
- B. AquaPro Water Systems:
 - 1. WA #26-01: McGee Well - Pump Adjustment
 - 2. WA #26-02: McGee Well Replacement
- C. Couch Collective: WA #26-03: Lake Marilyn – Footbridge Step Lighting
- D. Lake Doctors: WA #26-03: Lake Bladderwort Treatment
- E. McHenry Electric:
 - 1. WA #26-13: Whalebone Alley Lights
 - 2. WA #26-14: N Charles Elm Tree Lighting
 - 3. WA #26-15: Streetlight Install – HH3
 - 4. WA #26-16: W1 Streetlight Replacement
- F. Juniper Landscaping of Florida
 - 1. WA #26-11: Irrigation Repair at AC29

2. WA #26-12: Irrigation Repair – West Clock
3. WA #26-13: Repair Check – East Buttery Clock
4. WA #26-14: Hoover Repair
5. WA #26-15: West Buttery Irrigation Repair
6. WA #26-16: West Sugar Lump Ln Irrigation Repair
7. WA #26-17: AC32 Irrigation Repair
8. WA #26-18: 30A Head Repair

5. BUSINESS ITEMS

- A. Consideration of Arbitrage Services Engagement - LLS Tax SolutionsTab 10
- B. Consideration of Resolution 2026-04, Setting a Public Hearing
on Revised Rules of Procedure.....Tab 11
- C. Consideration of First Amendment to Salt System Maintenance
Services Agreement – JOTTIS, LLC d/b/a Aqua Pro Water Systems.....Tab 12
- D. Presentation of the Stormwater Initial Conditions, O&M, and
Restoration Report.....Tab 13
- E. Consideration of Proposed Budget for Fiscal Year 2026/2027
 1. Presentation of Proposed Budget.....Tab 14
 2. Consideration of Resolution 2026-05, Approving Proposed Budget
for Fiscal Year 2026/2027 & Setting a Public Hearing ThereonTab 15

6. STAFF REPORTS

- A. District Counsel
- B. District Engineer
- C. Facility Manager
- D. 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 850-629-0153.

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

Tab 1

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

April 2, 2026 - Minutes of Meeting

Page 1

MINUTES OF MEETING

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

**SOMERSET
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Somerset Community Development District was held on **Thursday, April 2, 2026, at 2:00 p.m. (Central Time)** at the Somerset Conference Hall, located at 215 Nonesuch Way, Alys Beach, FL 32461.

Present and constituting a quorum:

Robert Stenhammer	Board Supervisor, Chairman
John Rosenberg	Board Supervisor, Vice Chairman
Tom Dodson	Board Supervisor, Assistant Secretary

Also present were:

Kimberly O'Mera	District Manager, Rizzetta & Company, Inc.
Jim Martelli	District Engineer, Innerlight Engineering
Tucker Mackie	District Counsel, Kutak Rock, LLP.
Mike Spann	Facilities Management, Alys Beach Resorts, LLC.
Doug Lang	Facilities Management, Alys Beach Resorts, LLC
Jody Jubuisson	Director of Community & Legal Affairs, Alys Beach Resorts, LLC

FIRST ORDER OF BUSINESS

Call to Order

Ms. O'Mera called the meeting to order at 2:01 p.m. and read the roll call, confirming a quorum for the meeting.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

There were no audience members present to comment.

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

April 2, 2026 - Minutes of Meeting

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THIRD ORDER OR BUSINESS

**Consideration of Minutes of the Board
of Supervisors Meeting Held on
February 5, 2026**

Ms. O'Mera presented the minutes of the February 5, 2026, meeting and asked for any changes.

Mr. Stenhammer provided an update on beach renourishment efforts, noting that EBSCO is coordinating with neighboring communities on potential joint lobbying initiatives. He further advised that legal guidance recommended EBSCO take the lead in such efforts as the property owner. Mr. Mackie noted that District Counsel should remain involved to the extent District interests are implicated or related needs arise. Mr. Stenhammer also inquired about a potential emergency access agreement, and Mr. Martelli discussed the possibility of an easement to facilitate emergency access following a hurricane event.

On a motion by Mr. Rosenberg, seconded by Mr. Stenhammer, with all in favor, the Board approved the Minutes of the Regular Meeting of the Board of Supervisors held on February 5, 2026, for Somerset Community Development District.

FOURTH ORDER OR BUSINESS

**Ratification of Operation and
Maintenance Expenditures for the
Months of December 2025, January
2026, February 2026**

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 the months of December 2025 in the amount of \$164,581.51, January 2026 in the amount of \$59,758.42, and February 2026 in the amount of \$71,289.88, for Somerset Community Development District.

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

April 2, 2026 - Minutes of Meeting

Page 3

FIFTH ORDER OR BUSINESS

**Consideration of Board Supervisor
Resignation (Belinda Ballew)**

Mr. Stenhammer thanked Ms. Ballew for her continued service to the District.

On a motion by Mr. Stenhammer, seconded by Mr. Rosenberg, with all in favor, the Board accepted the resignation of Ms. Belinda Ballew from Seat #5 on the Board of Supervisors, for Somerset Community Development District.

SIXTH ORDER OR BUSINESS

**Consideration of Appointing a
Replacement Supervisor**

On a motion by Mr. Stenhammer, seconded by Mr. Dodson, with all in favor, the Board appointed Ms. Jody Jubuisson to the vacant seat on the Board of Supervisors as the Director of Community and Legal Affairs, for Somerset Community Development District.

SEVENTH ORDER OR BUSINESS

**Administration of Oath of Office to
Newly Appointed Supervisor and
Review of Form 1, Sunshine Laws,
etc.**

Ms. O'Mera reviewed the Form 1 financial disclosure requirements and Sunshine Law requirements with Ms. Jubuisson. The Oath of Office was not administered at the meeting and will be completed in person at a later date.

NINTH ORDER OR BUSINESS

**Consideration Consent Agenda –
Ratification of Maintenance Items**

Ms. O'Mera presented maintenance items for discussion and ratification by the Board.

On a motion by Mr. Stenhammer, seconded by Mr. Dodson, with all in favor, the Board ratified the following expenditures:

by Dune Doctors:

- WA #26-02: AC6 Dune Renourishment: \$21,296.28

by Lake Doctors:

- WA #26-02: RR-01 Lake Marilyn – Aquatic Treatment: \$1,353.00

by McHenry Electric:

- WA #26-11: Amphitheater Up-Lights: \$2,842.00
- WA #26-12: Step Lights Electrical Repairs: \$1,268.60

by Mills Supply:

- WA #26-02: VFD Install – Pump Station: \$3,640.00
- WA #26-03: Replace Pressure Switches on Wells: \$3,070.00
- WA #26-04: Pump Station Filter Service: \$800.00

by Juniper Landscaping of Florida:

- WA #26-06: Wells – Winter Prep: \$505.45
- WA #26-07: Aeration Application: \$849.60
- WA #26-08: Turf Colorant: \$501.96
- WA #26-09: Lake Marilyn – Float Valve Replacement: \$6,843.51

for Somerset Community Development District.

TENTH ORDER OR BUSINESS

**Consideration of Proposal for Water-
Use Monitoring Equipment**

Ms. O'Mera presented the proposal from Mills Supply for water-use monitoring equipment. Mr Lang supplemented the discussion.

On a motion by Mr. Stenhammer, seconded by Mr. Rosenberg, with all in favor, the Board approved Work Authorization #26-05 for Well Monitoring System by Mills Supply, in the amount of \$18,903.70, to be paid from Reserves, for Somerset Community Development District.

ELEVENTH ORDER OR BUSINESS

**Continued Consideration of Dune
Modification Policy**

Ms. Mackie presented and reviewed coordination efforts with ABNA legal counsel and discussed the rule-making process related to the proposed Dune Modification and Maintenance Policy. Mr. Martelli noted that he will review applicable County regulations related to the policy. The Board also discussed updates to the Memorandum of Understanding and educational materials associated with the proposed policy. The Board discussed scheduling a public workshop on August 6, 2026.

On a motion by Mr. Stenhammer, seconded by Mr. Dodson, with all in favor, the Board approved moving forward with the proposed public workshop and continued policy coordination efforts, for Somerset Community Development District.

TWELFTH ORDER OF BUSINESS

**Consideration of Removal of 30A
Hedges at Mark Twain Lane
Intersection**

Ms. O'Mera presented the proposal from Juniper Landscaping for removal of hedges at the Mark Twain Lane intersection to improve visibility. Mr. Martelli noted that Walton County approval may be required through addendum to the existing right-of-way use permit and stated that he will coordinate the necessary permit documentation.

On a motion by Mr. Stenhammer, seconded by Mr. Dodson, with all in favor, the Board approved Work Authorization #26-10 for 30A Hedge Removal by Juniper Landscaping, in the amount of \$8,077.75, contingent upon receipt of any required approvals and permit documentation, and authorizing Mr. Martelli to conduct the necessary engineering tasks, for Somerset Community Development District.

THIRTEENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Ms. Mackie had no specific report but invited questions from the Board. There were no questions.

B. District Engineer

Mr. Martelli provided an update regarding stormwater inspections and noted that the inspections are expected to be completed within approximately two weeks, with the final report anticipated by the end of April.

Mr. Martelli invited questions from the Board. Mr. Stenhammer thanked Mr. Martelli for his work on the inspections.

C. Facilities Manager

There was no Facilities Manager report.

D. District Manager

Ms. O'Mera had no specific report but reminded the Board that the next meeting is scheduled for June 4, 2026 at 2:00 PM. Ms. O'Mera invited questions from the Board. There were no questions.

FOURTEENTH ORDER OF BUSINESS

Supervisor Requests and Audience Comments

There being no audience present, there were no comments.

FIFTEENTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Stenhammer, seconded by Mr. Dodson, with all in favor, the Board adjourned the meeting at 2:52 p.m., for Somerset Community Development District.

Secretary/Assistant Secretary

Chairman/ Vice Chairman

Tab 2

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 March 2026 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from March 1, 2026 through March 31, 2026. This does not include expenditures previously approved by the Board.

The total items being presented: **\$133,924.34**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Somerset Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2026 Through March 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
ALYS Beach Resort LLC	300271	CL00028642	Ped Path Lighting Repairs 02/26	\$ 7,884.11
ALYS Beach Resort LLC	300271	CL00028655	PLC Repairs 30A S Island 02/26	\$ 133.60
ALYS Beach Resort LLC	300265	CL00028743	Monthly Facility Management 02/26	\$ 8,381.00
Aqua Pro Water Systems - FL/GA	300266	131389646	Chemical/Salt Installation 02/26	\$ 135.00
Aqua Pro Water Systems - FL/GA	300266	131389670	Chemical/Salt Installation 02/26	\$ 90.00
Aqua Pro Water Systems - FL/GA	300262	131390193	Chemical/Salt Installation 02/26	\$ 495.00
Aqua Pro Water Systems - FL/GA	300262	131390217	Chemical/Salt Installation 02/26	\$ 15.00
Aqua Pro Water Systems - FL/GA	300262	131390241	Chemical/Salt Installation 02/26	\$ 195.00
Aqua Pro Water Systems - FL/GA	300262	131390265	Chemical/Salt Installation 02/26	\$ 165.00
Aqua Pro Water Systems - FL/GA	300266	131390974	Chemical/Salt Installation 02/26	\$ 15.00
Aqua Pro Water Systems - FL/GA	300266	131390998	Chemical/Salt Installation 02/26	\$ 195.00
Aqua Pro Water Systems - FL/GA	300269	131890545	Chemical/Salt Installation 03/26	\$ 30.00
Aqua Pro Water Systems - FL/GA	300269	131890569	Chemical/Salt Installation 03/26	\$ 270.00
Aqua Pro Water Systems - FL/GA	300269	131890593	Chemical/Salt Installation 03/26	\$ 150.00

Somerset Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2026 Through March 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Aqua Pro Water Systems - FL/GA	300269	131890617	Chemical/Salt Installation 03/26	\$ 15.00
Aqua Pro Water Systems - FL/GA	300275	131891340	Chemical/Salt Installation 03/26	\$ 120.00
Aqua Pro Water Systems - FL/GA	300275	131891364	Chemical/Salt Installation 03/26	\$ 90.00
Aqua Pro Water Systems - FL/GA	300275	131891388	Chemical/Salt Installation 03/26	\$ 15.00
Aqua Pro Water Systems - FL/GA	300275	131891412	Chemical/Salt Installation 03/26	\$ 195.00
Aqua Pro Water Systems - FL/GA	300275	132072158	Chemical/Salt Installation 03/26	\$ 75.00
Aqua Pro Water Systems - FL/GA	300275	132085366	Chemical/Salt Installation 03/26	\$ 90.00
Aqua Pro Water Systems - FL/GA	300275	132085414	Chemical/Salt Installation 03/26	\$ 105.00
Aqua Pro Water Systems - FL/GA	300277	132085876	Chemical/Salt Installation 03/26	\$ 75.00
Aqua Pro Water Systems - FL/GA	300277	132085900	Chemical/Salt Installation 03/26	\$ 150.00
Aqua Pro Water Systems - FL/GA	300277	132085948	Chemical/Salt Installation 03/26	\$ 15.00
Aqua Pro Water Systems - FL/GA	300277	132144369	Service Call West Well Equipment 03/26	\$ 125.00
Aqua Pro Water Systems - FL/GA	300277	132326242	Chemical/Salt Installation 03/26	\$ 255.00
Aqua Pro Water Systems - FL/GA	300277	132326266	Chemical/Salt Installation 03/26	\$ 75.00

Somerset Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2026 Through March 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Aqua Pro Water Systems - FL/GA	300277	132326290	Chemical/Salt Installation 03/26	\$ 195.00
Aqua Pro Water Systems - FL/GA	300277	132326314	Chemical/Salt Installation 03/26	\$ 75.00
Aqua Pro Water Systems - FL/GA	300280	132326820	Chemical/Salt Installation 03/26	\$ 75.00
Aqua Pro Water Systems - FL/GA	300280	132326844	Chemical/Salt Installation 03/26	\$ 75.00
Aqua Pro Water Systems - FL/GA	300280	132326868	Chemical/Salt Installation 03/26	\$ 15.00
Aqua Pro Water Systems - FL/GA	300280	132326892	Chemical/Salt Installation 03/26	\$ 90.00
Aqua Pro Water Systems - FL/GA	300280	132835584	Chemical/Salt Installation 03/26	\$ 60.00
Aqua Pro Water Systems - FL/GA	300280	132835608	Chemical/Salt Installation 03/26	\$ 90.00
Aqua Pro Water Systems - FL/GA	300280	132835632	Chemical/Salt Installation 03/26	\$ 105.00
Aqua Pro Water Systems - FL/GA	300280	132835656	Chemical/Salt Installation 03/26	\$ 60.00
Aqua Pro Water Systems - FL/GA	300284	132871921	Chemical/Salt Installation 03/26	\$ 75.00
Aqua Pro Water Systems - FL/GA	300284	132871945	Chemical/Salt Installation 03/26	\$ 165.00
Aqua Pro Water Systems - FL/GA	300284	132871969	Chemical/Salt Installation 03/26	\$ 15.00
Aqua Pro Water Systems - FL/GA	300284	132871993	Chemical/Salt Installation 03/26	\$ 150.00

Somerset Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2026 Through March 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Couch Collective, LLC	300279	CC 2026-48	Repair of Curb, and road Paving 03/26	\$ 5,880.00
Dune Doctors, LLC	300281	020126-30	Deal #34M,Phase 4 - DUNE	\$ 19,458.17
Dune Doctors, LLC	300272	031126-1	MANAGEMENT - Maintenance Q2 Work Authorization No. 26-01	\$ 4,850.52
Florida Power & Light Company	20260317-01	21046-33165 030426	Consulting Services 03/26 9954 E Cty Hwy 30A 02/26	\$ 461.87
Florida Power & Light Company	20260317-01	21080-12465 030426	9396 E COUNTY HIGHWAY 30A 02/26	\$ 238.73
Florida Power & Light Company	20260320-01	21125-35147 030426	305 Somerset Street 02/26	\$ 1,225.62
Florida Power & Light Company	20260320-01	21125-35170 030426	121 N. Charles St 02/26	\$ 330.51
Florida Power & Light Company	20260320-01	21125-35329 030426	97 Nonesuch Way 02/26	\$ 72.00
Florida Power & Light Company	20260320-01	21125-35378 030426	31 Hog Penny Aly 02/26	\$ 65.68
Florida Power & Light Company	20260320-01	21125-35477 030426	101 N Somerset St 02/26	\$ 70.18
Florida Power & Light Company	20260320-01	21125-35527 030426	69 N Charles St. Inlet 02/26	\$ 164.38
Florida Power & Light Company	20260320-01	21125-35568 030426	147 W LA Garza Ln 02/26	\$ 66.13
Florida Power & Light Company	20260317-01	21125-35741 030426	15 Caliza Ln. Misc. Pole 02/26	\$ 34.70
Florida Power & Light Company	20260320-01	21125-35816 030426	106 N Somerset Street 02/26	\$ 33.65

Somerset Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2026 Through March 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Innerlight Engineering Corporation	500020	22300074-000 - 1	Stormwater Report Tasks 02/26	\$ 33,007.26
Innerlight Engineering Corporation	500021	22300074-000 - 2	Stormwater Report Tasks 03/26	\$ 3,125.00
Juniper Landscaping of Florida, LLC	300263	378468	U 45 Main line WA #26-02 01/26	\$ 1,082.16
Juniper Landscaping of Florida, LLC	300263	378469	Main line repair East Buttery WA#26-03 01/26	\$ 395.55
Juniper Landscaping of Florida, LLC	300270	383761	Monthly Landscape Maintenance 02/26	\$ 9,303.00
Juniper Landscaping of Florida, LLC	300276	384007	Aly's Beach WO#187762 Pump Insulation/Winterization 02/26	\$ 1,084.00
Juniper Landscaping of Florida, LLC	300270	384008	Irrigation Repair 02/26	\$ 1,158.95
Juniper Landscaping of Florida, LLC	300273	384991	Monthly Landscape Maintenance 03/26	\$ 9,303.00
Juniper Landscaping of Florida, LLC	300285	388199	Wells (Winter Prep) WA#26-0	\$ 505.45
Kutak Rock, LLP	300274	3715269	Legal Services 01/26	\$ 758.50
Kutak Rock, LLP	300282	3716841	Legal Services 02/26	\$ 3,182.00
McHenry Electric, Inc.	300283	26889	Trouble Shoot Lighting 03/26	\$ 1,268.60
Mills Supply	300267	10882	Monthly Pump Station Maintenance 03/26	\$ 225.00
Mills Supply	300267	10894	Service Work 03/26	\$ 800.00

Somerset Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2026 Through March 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Mills Supply	300278	10911	Service Work -- repair of Wells 03/26	\$ 3,070.00
Mills Supply	300278	10915	Replace Air Bleeder Valve on Pump # 1	\$ 59.85
Rizzetta & Company, Inc.	300264	INV0000107534	Accounting Services 03/26	\$ 9,447.17
The Lake Doctors, Inc.	300268	2134503	Fountain Repair 02/26	\$ 990.00
The Lake Doctors, Inc.	300268	2143686	ONE TIME APPLICATION 02/26	\$ 1,353.00
The Lake Doctors, Inc.	300268	352385B	Monthly Monitoring/Inspection 03/26	\$ <u>55.00</u>
Report Total				<u><u>\$ 133,924.34</u></u>

Tab 3

RESOLUTION 2026-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF SOMERSET COMMUNITY DEVELOPMENT DISTRICT REAPPOINTING AN ASSISTANT TREASURER OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Somerset Community Development District (hereinafter 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 (hereinafter the “Board”) previously appointed **Shawn Wildermuth** as an Assistant Treasurer pursuant to Resolution 2023-06; and

WHEREAS, the Board now desires to remove **Shawn Wildermuth** as Assistant Treasurer and appoint **Susan Garcia** to the position.

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

Section 1. Shawn Wildermuth is removed as Assistant Treasurer.

Section 2. **Susan Garcia** is appointed as Assistant Treasurer.

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

PASSED AND ADOPTED THIS 4TH DAY OF JUNE, 2026.

**SOMERSET COMMUNITY DEVELOPMENT
DISTRICT**

CHAIRMAN/VICE CHAIRMAN

ATTEST:

SECRETARY/ASSISTANT SECRETARY

Tab 4

From: [Robert Stenhammer](#)
To: [Kim O'Mera](#)
Cc: jrosenberg@somersetcdd.org; ghartley@somersetcdd.org; tdodson@somersetcdd.org; [Stephen Theriot](#); jjubuisson@alysbeach.com; tucker.mackie@kutakrock.com; jim@ieceng.com; info@dunedoctors.com; frederique@dunedoctors.com
Subject: [EXTERNAL]CDD Chair - Resignation
Date: Wednesday, May 6, 2026 4:50:36 PM

NOTICE: This email originated from outside of the organization.

Do not click links or open attachments unless you recognize the sender and know the content is safe. Please use the Phish Alert! button to report suspicious messages.

Hello Kim & CDD Board/Advisors,

It's been a pleasure to work with you and the board & talented advisors for the last 3+ years with the Somerset Community Development District. I believe the CDD is in a great management, operational, reserve account and cash position to positively move into the future. It was truly a great experience to work alongside you.

I hereby resign my position on the CDD Board of Supervisors as Chairman.

I wish you continued success and please reach out anytime if I can help support the transition.

Best Regards & Thank You!

--

Robert Stenhammer
(c) 970-708-7771

Tab 5

**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 _____, 2026, 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 6

RESOLUTION 2026-02

A RESOLUTION ELECTING THE OFFICERS OF THE SOMERSET COMMUNITY DEVELOPMENT DISTRICT, WALTON COUNTY, FLORIDA, REDESIGNATING THE OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District (“Board”) desires to designate 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	<u>Kimberly O'Mera</u>
Assistant Secretary	<u>Melissa Dobbins</u>

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

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 4th day of June 2026.

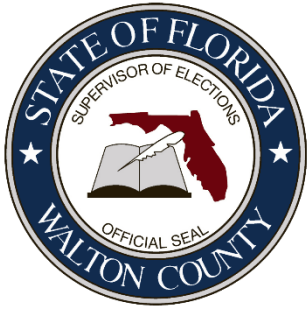
ATTEST:

**SOMERSET COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Tab 7



votewalton.gov

571 US Hwy 90 East, Ste 102
DeFuniak Springs, FL 32433

(850) 892-8112 Phone
(850) 892-8113 FAX

Ryan Messer, Supervisor of Elections Walton County, Florida

April 16, 2026

Re: Somerset Community Development District

This letter is in response to your request for the number of registered voters within the Somerset Community Development District as of April 15, 2026, pursuant to Chapter 190.006(3)(a)(2d), Florida Statutes.

We are showing that there were **180** eligible registered voters, including active and inactive, in that district as of April 15, 2026.

Sincerely,

Ryan Messer
Supervisor of Elections

Tab 8

RESOLUTION 2026-03

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

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

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

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

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

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

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	George Hartley	November 2026
2	Jody Jubuisson	November 2028
3	John Rosenberg	November 2028
4	Tom Dodson	November 2026
5	Robert Stenhammer	November 2026

This year, Seat 1, currently held by George Hartley, Seat 4, currently held by Tom Dodson, and Seat 5, currently held by Robert Stenhammer, are subject to election by landowners in November 2026. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

2. **LANDOWNER'S ELECTION.** In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held on the ____ day of November 2026, at ____ a/p.m., and located at the Somerset Conference Hall, 215 Nonesuch Way, Alys Beach, Florida 32461.

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

4. **FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election have been announced by the Board at its June 4, 2026, meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the office of the District Manager, located at 120 Richard Jackson Boulevard, Suite 220, Panama City Beach, Florida 32407.

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

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

PASSED AND ADOPTED THIS 4th DAY OF JUNE 2026.

**SOMERSET COMMUNITY DEVELOPMENT
DISTRICT**

ATTEST:

CHAIRMAN / VICE CHAIRMAN

SECRETARY / ASST. SECRETARY

EXHIBIT A

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

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

DATE: November __, 2026
TIME: _____
PLACE: Somerset Conference Center
215 Nonesuch Way
Alys Beach, Florida 32461

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 120 Richard Jackson Boulevard, Suite 220, Panama City Beach, Florida 32407, Ph: (850) 629-0153 ("**District Manager's Office**"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

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

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager's Office, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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

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

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

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

DATE OF LANDOWNERS' MEETING: _____, November __, 2026

TIME: _____ .M.

LOCATION: **Somerset Conference Center**
 215 Nonesuch Way
 Alys Beach, Florida 32461

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

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

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

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

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

LANDOWNER PROXY

**SOMERSET COMMUNITY DEVELOPMENT DISTRICT
WALTON COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER __, 2026**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ ("**Proxy Holder**") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Somerset Community Development District to be held at the Somerset Conference Center, 215 Nonesuch Way, Alys Beach, Florida 32461, on November __, 2026, at ____ a/p.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

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

Printed Name of Legal Owner

Signature of Legal Owner

Date

Parcel Description

Acreage

Authorized Votes

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

Total Number of Authorized Votes:

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

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

OFFICIAL BALLOT
SOMERSET COMMUNITY DEVELOPMENT DISTRICT
WALTON COUNTY, FLORIDA
LANDOWNERS' MEETING - NOVEMBER __, 2026

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

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

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

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

or

Attach Proxy.

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

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
1		
4		
5		

Date: _____

Signed: _____

Printed Name: _____

Tab 9



CONSENT AGENDA – RATIFICATION OF MAINTENANCE ITEMS

A. Alys Beach Resorts	
1. PO #26-02: W1 Streetlights Materials.....	\$5,445.00
2. PO #26-03: HH3 Streetlight Materials.....	\$5,445.00
B. AquaPro Water Systems	
1. WA #26-01: McGee Well - Pump Adjustment.....	\$2,200.00
2. WA #26-02: McGee Well Replacement.....	\$7,825.00
C. Couch Collective	
1. WA #26-03: Lake Marilyn - Footbridge Step Lighting.....	\$8,750.00
D. Lake Doctors	
1. WA #26-03: Lake Bladderwort Treatment.....	\$618.00
E. McHenry Electric	
1. WA #26-13: Whalebone Alley Lights	\$712.80
2. WA #26-14: N Charles Elm Tree Lighting.....	\$5,424.00
3. WA #26-15: Streetlight Install - HH3.....	\$2,893.00
4. WA #26-16: W1 Streetlight Replacement	\$2,350.00
E. Juniper Landscaping of Florida	
1. WA #26-11: Irrigation Repair at AC29	\$1,204.45
2. WA #26-12: Irrigation Repair - West Clock	\$447.88
3. WA #26-13: Repair Check - East Buttery Clock.....	\$117.04
4. WA #26-14: Hoover Repair	\$550.90
5. WA #26-15: West Buttery Irrigation Repair.....	\$191.20
6. WA #26-16: West Sugar Lump Ln Irrigation Repair.....	\$207.80
7. WA #26-17: AC32 Irrigation Repair	\$705.66
8. WA #26-18: 30A Head Repair	\$420.81

Total: \$45,508.54

Alys Beach Resorts

**PURCHASE ORDER AGREEMENT FOR GOODS
PO# 26-02**

DISTRICT		SELLER	
District:	Somerset Community Development District	Seller:	Alys Beach Resorts, LLC
Shipping Address:	Somerset Community Development District Attn: Alys Beach Town Operations 9581 E. County Highway 30A, Building D Alys Beach, Florida 32461	Mailing Address:	9581 E. County Highway 30A, Building D Alys Beach, Florida 32461 Attn: Doug Lang
Billing Address:	c/o Rizzetta & Company, Inc. 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614	Local Office:	Same as above
Phone:	(850) 334-9055	Phone:	
Fax:		Fax:	

PROJECT			
Project Name:	T4 Streetlight Pole & Light Fixture	Proposal Date:	April 8, 2026
Project Address:	WW1	Quotation #:	N/A

DESCRIPTION OF GOODS: T4 Streetlight Pole & Fixture. See **Exhibit A**.

	SPECIFICATIONS ATTACHED	YES	NO	N/A	IF YES, DATED _____
	SITE RULES ATTACHED	YES	NO	N/A	IF YES, TITLED AS _____
		*DELIVERY DUE BY: _____			

TERM:

☒ Single Purchase of Goods

***Delivery Date:** The Delivery Date shall be: As needed by McHenry Electric

PRICE:

☒ Fixed Price

Price: \$5,445.00

IN WITNESS HEREOF, the parties have executed this Purchase Order Agreement for Goods ("Order") effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order and agrees to perform the services or deliver the goods as described herein and will comply fully with the terms and conditions hereof.

**SOMERSET COMMUNITY DEVELOPMENT
DISTRICT**

District

Sign:

By: Robert Stenhammer
Robert Stenhammer (Apr 8, 2026 15:44:00 CDT)

Name: **Robert Stenhammer**

Title: **Chairman**

Date Executed: **Apr 8, 2026**

ALYS BEACH RESORTS, LLC

Seller

Sign:

By: Douglas Lang
Douglas Lang (Apr 8, 2026 15:54:23 CDT)

Name: **Doug Lang**

Title: **Community Projects and Services Manager**

Date Executed: **Apr 8, 2026**

TERMS AND CONDITIONS

DEFINITIONS

As used throughout this Order, the following definitions apply unless otherwise specifically stated:

- a. "Goods" means those part numbers, model numbers and/or descriptions set forth in Exhibit A.
- b. "Indemnified Parties" means (i) District, its Board of Supervisors, agents, officers, and employees, the Engineer, District Manager, and such other parties as District may reasonably request. Any one of the foregoing is an "Indemnified Party."
- c. "Project" means the delivery of the Goods.

GENERAL PROVISIONS

1. **PRICE.** The Price set forth above includes all applicable taxes, recognizing the tax-exempt status of the District, and all tools, equipment, supplies, insurance and other materials or services (including without limitation all packing, loading or freight) necessary to deliver the Goods, with the exception that the freight number may change based on actual freight costs.

2. **TERMS OF PAYMENT.** Seller's Invoice ("Invoice") must be submitted before payment will be made by District pursuant to this Order.

- a. **PAYMENT OF FIXED PRICE CONTRACTS.** Seller's Invoice will be paid by District not later than thirty (30) days following receipt to District.

3. **SCHEDULE.** Seller shall deliver the Goods per the schedule ("Schedule") and/or term ("Term") shown on Page 1 of this Order. Time is of the essence with respect to this Order, and Seller shall not deviate from the Schedule without District's prior written consent. District may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.

4. **TERMS APPLICABLE TO THE PURCHASE OF GOODS.**

- a. **DELIVERY.** On all deliveries of Goods, freight shall be prepaid by Seller, which amount is included in the lump sum not to exceed price, and risk of loss shall pass at the time such Goods are delivered at the Project and the Goods are accepted by District. The Delivery Date shall be the date provided by District to Seller in writing.
- b. **WARRANTY.** In addition to the specific warranties provided in the attached Exhibit A and any additional manufacturer warranties, Seller warrants that the title to Goods conveyed shall be good and that the transfer of the Goods shall be rightful. The Goods shall be free from any security interest or lien, and the Goods shall conform to the description herein stated and any specifications provided by District. Seller agrees to assist in administering all warranty claims with manufacturer. All Goods are subject to inspection by District before, upon, and within a reasonable time after delivery. Goods shall not be replaced without District's prior written instructions. Any acceptance by District shall not prevent District from later rejecting non-conforming Goods.

5. [RESERVED.]

6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.

7. **INDEMNITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER (ON BEHALF OF ITSELF AND ANY SUBCONTRACTORS) AGREES TO FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND INCLUDING COURT COSTS AND ATTORNEYS' FEES FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY AND ALL OTHER DAMAGES (COLLECTIVELY, "DAMAGES") TO THE EXTENT CAUSED BY THE NEGLIGENT OR WILLFUL ACTS AND/OR OMISSIONS OF SELLER (EXPRESSLY EXCLUDING, HOWEVER, DAMAGES CAUSED BY DISTRICT'S OWN NEGLIGENCE). THE PROVISIONS OF THIS

SECTION 7 SHALL SURVIVE THE COMPLETION OR EARLIER TERMINATION OF THIS ORDER.

8. [RESERVED.]

9. DEFAULT. Upon any material default by Seller hereunder, District may, in addition to any other remedies available to District at law or in equity, cancel this Order without penalty or liability by written notice to Seller. Seller shall be liable to District for all expenses incurred by District due to such termination. Seller's obligations under this Section 9 shall survive any termination of this Order.

10. LIMITATION OF LIABILITY. Nothing herein shall be construed to be a waiver of the District's limit of liability contained in Section 768.28, *Florida Statutes*.

11. WAIVER. Any failure of District to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of District's right to enforce each and every provision.

12. MODIFICATIONS. This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on District only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of District. If such changes result in a decrease or increase in Seller's cost or in performance time, an adjustment to the Price and Schedule must be made and agreed upon in writing by both District and Seller.

13. ATTACHMENTS. Any document referenced on Page 1 of this Order, including but not limited to Exhibit A attached hereto shall be for the sole purpose of providing a description of the Goods. Any quote attached as Exhibit A hereto shall be for the purpose of indicating the maximum price of the Goods and delivery totals. The terms of this Order shall be deemed to control over the terms of Exhibit A attached hereto.

14. APPLICABLE LAW. The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.

15. MECHANIC'S LIENS. Notwithstanding that District is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, *Florida Statutes*, Seller agrees to keep the Project free of all liens, including equitable liens, claims or encumbrances (collectively, "Liens") arising out of the delivery of any Goods by Seller, and shall furnish District with appropriate lien waivers from all potential claimants upon request of District. If any Liens are filed, District may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by District shall be due and payable by Seller immediately and without notice or demand. Seller shall indemnify and hold District harmless for all expenses incurred by District as a result of the failure of Seller to fulfill its obligations under this Section 15.

16. [RESERVED.]

17. PARTIAL INVALIDITY. If in any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.

18. ASSIGNMENT AND SUBCONTRACTING. This Order shall not be assigned or transferred by Seller without prior written approval by District, and any attempted assignment or transfer without such consent shall be void. Seller shall not subcontract this Order without the prior written consent of District. District may assign this Order to any transferee of the Project with Seller's written approval.

19. RELATIONSHIP. The relationship between District and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of District. Seller agrees that District shall not be responsible for job-site safety or safety of Seller's agents or employees in connection with delivery of the Goods.

20. NOTICES. Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on Page 1.

21. TERMINATION OPTION. Notwithstanding anything herein to the contrary, District shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller.

22. RELEASE OF INFORMATION. Seller acknowledges that this Agreement and all the documents pertaining thereto are public records and subject to the provisions of Chapter 119, *Florida Statutes*.

EXHIBIT A



DATE: 4/8/26
NAME: Somerset Community Development District c/o Rizzetta
LOCATION: North Castle Harbour (Near George's)
PROJECT: Street Light Replacement
ESTIMATED START DATE:
ESTIMATED COMPLETION DATE:

DESCRIPTION:
Replace T4 Street Light

MATERIALS:	
Street Light Pole and Fixture	\$5445.00
LABOR:	
SUBTOTAL:	
TAX:	
TOTAL:	5445.00

NAME:	DATE:
SIGNATURE:	
ABM NAME:	DATE:
ABM SIGNATURE:	

PURCHASE ORDER AGREEMENT FOR GOODS
PO# 26-03

DISTRICT		SELLER	
District:	Somerset Community Development District	Seller:	Alys Beach Resorts, LLC
Shipping Address:	Somerset Community Development District Attn: Alys Beach Town Operations 9581 E. County Highway 30A, Building D Alys Beach, Florida 32461	Mailing Address:	9581 E. County Highway 30A, Building D Alys Beach, Florida 32461 Attn: Doug Lang
Billing Address:	c/o Rizzetta & Company, Inc. 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614	Local Office:	Same as above
Phone:	(850) 334-9055	Phone:	
Fax:		Fax:	

PROJECT			
Project Name:	T4 Streetlight Pole & Light Fixture	Proposal Date:	April 16 2026
Project Address:	HH3	Quotation #:	N/A

DESCRIPTION OF GOODS: T4 Streetlight Pole & Fixture. See **Exhibit A**.

	SPECIFICATIONS ATTACHED	YES	NO	N/A	IF YES, DATED _____
	SITE RULES ATTACHED	YES	NO	N/A	IF YES, TITLED AS _____
		*DELIVERY DUE BY: _____			

TERM:

☒ Single Purchase of Goods

***Delivery Date:** The Delivery Date shall be: As needed by McHenry Electric

PRICE:

☒ Fixed Price

Price: \$5,445.00

IN WITNESS HEREOF, the parties have executed this Purchase Order Agreement for Goods ("Order") effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order and agrees to perform the services or deliver the goods as described herein and will comply fully with the terms and conditions hereof.

**SOMERSET COMMUNITY DEVELOPMENT
DISTRICT**

District

Sign:

By: Robert Stenhammer
Robert Stenhammer (Apr 16, 2026 11:10:32 CDT)

Name: **Robert Stenhammer**

Title: **Chairman**

Date Executed: **Apr 16, 2026**

ALYS BEACH RESORTS, LLC

Seller

Sign:

By: Douglas Lang
Douglas Lang (Apr 16, 2026 12:03:36 CDT)

Name: **Douglas Lang**

Title: **Community Projects and Services Manager**

Date Executed: **Apr 16, 2026**

TERMS AND CONDITIONS

DEFINITIONS

As used throughout this Order, the following definitions apply unless otherwise specifically stated:

- a. "Goods" means those part numbers, model numbers and/or descriptions set forth in Exhibit A.
- b. "Indemnified Parties" means (i) District, its Board of Supervisors, agents, officers, and employees, the Engineer, District Manager, and such other parties as District may reasonably request. Any one of the foregoing is an "Indemnified Party."
- c. "Project" means the delivery of the Goods.

GENERAL PROVISIONS

1. **PRICE.** The Price set forth above includes all applicable taxes, recognizing the tax-exempt status of the District, and all tools, equipment, supplies, insurance and other materials or services (including without limitation all packing, loading or freight) necessary to deliver the Goods, with the exception that the freight number may change based on actual freight costs.

2. **TERMS OF PAYMENT.** Seller's Invoice ("Invoice") must be submitted before payment will be made by District pursuant to this Order.

- a. **PAYMENT OF FIXED PRICE CONTRACTS.** Seller's Invoice will be paid by District not later than thirty (30) days following receipt to District.

3. **SCHEDULE.** Seller shall deliver the Goods per the schedule ("Schedule") and/or term ("Term") shown on Page 1 of this Order. Time is of the essence with respect to this Order, and Seller shall not deviate from the Schedule without District's prior written consent. District may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.

4. **TERMS APPLICABLE TO THE PURCHASE OF GOODS.**

- a. **DELIVERY.** On all deliveries of Goods, freight shall be prepaid by Seller, which amount is included in the lump sum not to exceed price, and risk of loss shall pass at the time such Goods are delivered at the Project and the Goods are accepted by District. The Delivery Date shall be the date provided by District to Seller in writing.
- b. **WARRANTY.** In addition to the specific warranties provided in the attached Exhibit A and any additional manufacturer warranties, Seller warrants that the title to Goods conveyed shall be good and that the transfer of the Goods shall be rightful. The Goods shall be free from any security interest or lien, and the Goods shall conform to the description herein stated and any specifications provided by District. Seller agrees to assist in administering all warranty claims with manufacturer. All Goods are subject to inspection by District before, upon, and within a reasonable time after delivery. Goods shall not be replaced without District's prior written instructions. Any acceptance by District shall not prevent District from later rejecting non-conforming Goods.

5. [RESERVED.]

6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.

7. **INDEMNITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER (ON BEHALF OF ITSELF AND ANY SUBCONTRACTORS) AGREES TO FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND INCLUDING COURT COSTS AND ATTORNEYS' FEES FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY AND ALL OTHER DAMAGES (COLLECTIVELY, "DAMAGES") TO THE EXTENT CAUSED BY THE NEGLIGENT OR WILLFUL ACTS AND/OR OMISSIONS OF SELLER (EXPRESSLY EXCLUDING, HOWEVER, DAMAGES CAUSED BY DISTRICT'S OWN NEGLIGENCE). THE PROVISIONS OF THIS

SECTION 7 SHALL SURVIVE THE COMPLETION OR EARLIER TERMINATION OF THIS ORDER.

8. [RESERVED.]

9. DEFAULT. Upon any material default by Seller hereunder, District may, in addition to any other remedies available to District at law or in equity, cancel this Order without penalty or liability by written notice to Seller. Seller shall be liable to District for all expenses incurred by District due to such termination. Seller's obligations under this Section 9 shall survive any termination of this Order.

10. LIMITATION OF LIABILITY. Nothing herein shall be construed to be a waiver of the District's limit of liability contained in Section 768.28, *Florida Statutes*.

11. WAIVER. Any failure of District to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of District's right to enforce each and every provision.

12. MODIFICATIONS. This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on District only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of District. If such changes result in a decrease or increase in Seller's cost or in performance time, an adjustment to the Price and Schedule must be made and agreed upon in writing by both District and Seller.

13. ATTACHMENTS. Any document referenced on Page 1 of this Order, including but not limited to Exhibit A attached hereto shall be for the sole purpose of providing a description of the Goods. Any quote attached as Exhibit A hereto shall be for the purpose of indicating the maximum price of the Goods and delivery totals. The terms of this Order shall be deemed to control over the terms of Exhibit A attached hereto.

14. APPLICABLE LAW. The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.

15. MECHANIC'S LIENS. Notwithstanding that District is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, *Florida Statutes*, Seller agrees to keep the Project free of all liens, including equitable liens, claims or encumbrances (collectively, "Liens") arising out of the delivery of any Goods by Seller, and shall furnish District with appropriate lien waivers from all potential claimants upon request of District. If any Liens are filed, District may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by District shall be due and payable by Seller immediately and without notice or demand. Seller shall indemnify and hold District harmless for all expenses incurred by District as a result of the failure of Seller to fulfill its obligations under this Section 15.

16. [RESERVED.]

17. PARTIAL INVALIDITY. If in any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.

18. ASSIGNMENT AND SUBCONTRACTING. This Order shall not be assigned or transferred by Seller without prior written approval by District, and any attempted assignment or transfer without such consent shall be void. Seller shall not subcontract this Order without the prior written consent of District. District may assign this Order to any transferee of the Project with Seller's written approval.

19. RELATIONSHIP. The relationship between District and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of District. Seller agrees that District shall not be responsible for job-site safety or safety of Seller's agents or employees in connection with delivery of the Goods.

20. NOTICES. Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on Page 1.

21. TERMINATION OPTION. Notwithstanding anything herein to the contrary, District shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller.

22. RELEASE OF INFORMATION. Seller acknowledges that this Agreement and all the documents pertaining thereto are public records and subject to the provisions of Chapter 119, *Florida Statutes*.

EXHIBIT A



Town Operations

DATE: 4/16/26
NAME: Somerset Community Development District c/o Rizzetta
LOCATION: HH3
PROJECT: Street Light Replacement
ESTIMATED START DATE:
ESTIMATED COMPLETION DATE:

DESCRIPTION:
Replace T4 Street Light

MATERIALS:	
Street Light Pole and Fixture	\$5445.00
LABOR:	
SUBTOTAL:	
TAX:	
TOTAL:	
	5445.00

NAME:	DATE:
SIGNATURE:	
ABM NAME:	DATE:
ABM SIGNATURE:	

AquaPro

WORK AUTHORIZATION #26-01

April 15, 2026

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

Subject: **Work Authorization Number 26-01** (“**Work Authorization**”)
Somerset Community Development District

Dear Board of Supervisors:

Jottis, LLC, d/b/a Aqua Pro Water Systems (“Contractor”) is pleased to submit this work authorization to provide salt system maintenance 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 Aqua Pro Water Systems for Salt System Maintenance Services* dated February 7, 2025 (“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,


Bragg Jones (Apr 24, 2026 10:01:06 CDT)

Authorized Representative of
Aqua Pro Water Systems

APPROVED AND ACCEPTED

By: Robert Stenhammer
Robert Stenhammer (Apr 24, 2026 11:23:27 CDT)
Chair/Vice-Chair, Board of Supervisors
Somerset Community Development District

Date: 24/04/2026

Attachment A



Aqua Pro Water Systems
17710 Beach Park Trail, Ste 102
Panama City Beach FL, 32413
850-250-3907

Aqua Pro Water Systems
17710 Beach Park Trail, Ste 102
Panama City Beach FL, 32413
850-250-3907 opt. 1
billing@aquaprows.com
aquaprows.com

BILL TO

Somerset Community Development District
3434 Colwell Avenue c/o Rizzetta & Company #200
Tampa, FL 33614 USA

		ESTIMATE 136401648	ESTIMATE DATE Apr 15, 2026
JOB ADDRESS		Job: 135719043	
McGee Well		Technician: Rob Morgan	
9581 East County Highway 30A #MCGEE WELL			
Alys Beach, FL 32461 USA			

SERVICE	DESCRIPTION	QTY	PRICE	TOTAL
WELLSF	Service Fee Includes • Dispatch Fee • 15 Minutes of Labor • Inspection/Diagnosis by a Certified Technician. • 30 Day Service Fee Warranty <i>*Additional labor will apply for repair after first 15 minutes. Our Service Fee Warranty covers our Service/Dispatch Fee if calling within 30 days of service. Additional labor and/or parts and materials will apply upon return service.</i>	1.00	\$185.00	\$185.00
WADL	This includes -pulling the well with a crane truck -setting the pump back at the right depth -added new pipe and wire	1.00	\$2,015.00	\$2,015.00
SUB-TOTAL				\$2,200.00
TOTAL				\$2,200.00
EST. FINANCING				\$25.08

If paying by check please add invoice number to memo line.
Thank you for choosing Aqua Pro Water Systems!

CUSTOMER AUTHORIZATION

Credit or debit card transactions made with Aqua Pro will show as a charge from Jottis LLC. Payment is due upon receipt or 30 days of receipt. A service fee will be charged for any returned checks. A 10% late fee may be added monthly to an invoice not paid within 90 days of service date. A 30% Fee will be added to any invoice(s) sent to collections. Aqua Pro reserves the right to place any account on hold if balance is 90 days or more delinquent, or if account balance exceeds a reasonable

WORK AUTHORIZATION #26-02

April 28, 2026

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

Subject: **Work Authorization Number 26-02** (“**Work Authorization**”)
Somerset Community Development District

Dear Board of Supervisors:

Jottis, LLC, d/b/a Aqua Pro Water Systems (“Contractor”) is pleased to submit this work authorization to provide salt system maintenance 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 Aqua Pro Water Systems for Salt System Maintenance Services* dated February 7, 2025 (“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,

Bragg Jones

Bragg Jones (May 5, 2026 18:18:38 CDT)

Authorized Representative of
Aqua Pro Water Systems

APPROVED AND ACCEPTED

Robert Stenhammer

By: Robert Stenhammer (May 5, 2026 16:10:30 CDT)

Chair/Vice-Chair, Board of Supervisors
Somerset Community Development District

Date: 05/05/2026

Attachment A



Contact Us

Hello, this is your estimate

Location: 9581 East County Highway 30A, #MCGEE WELL, Alys Beach, FL, 32461

PROJECT ID
0

Deep Well Pump Replacement

Your Price

\$7,825.00

Est. monthly payment of \$89.21/mo for 180 mo

[See if you prequalify >](#)



[Financing Terms](#)

Accept Estimate

Summary

Upon arrival to service this well, we determined that the pump has burnt up after running dry (likely due to drought)



Sales

Your Price
\$3,600.00

5HP Motor
-4", Submersible, 220V



Sales

Your Price
\$1,900.00

Liquid End
-55 GPM



LR

Your Price
\$1,500.00

Labor



5HPCB

5 HP Control Box
- Price Includes Labor

Your Price
\$825.00

Subtotal

\$7,825.00

Total

\$7,825.00

Accept Estimate

POWERED BY  ServiceTitan

[Contact Us](#)

Couch Collective

WORK AUTHORIZATION #26-03

March 24, 2026

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

Subject: **Work Authorization Number 26-03 ("Work Authorization")**
Somerset Community Development District

Dear Board of Supervisors:

Couch Collective, 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 for Paver Repair, Installation and Replacement Services* dated April 3, 2025 ("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,

Mason Couch

Mason Couch (Mar 24, 2026 10:24:08 CDT)

Authorized Representative of
Couch Collective, LLC

APPROVED AND ACCEPTED

By: Robert Stenhammer
Robert Stenhammer (Mar 24, 2026 09:45:35 CDT)
Chair/Vice-Chair, Board of Supervisors
Somerset Community Development District

Date: 24/03/2026

Attachment A

ESTIMATE

Couch Collective LLC
30 Devlieg Ave
Santa Rosa Beach, FL 32459-0607

mason@ccollective.llc
+1 (678) 736-9304



Bill to
Somerset Community Development District
Tampa, FL 33614

Ship to
Somerset Community Development District
Tampa, FL 33614

Estimate details

Estimate no.: 1099
Estimate date: 03/24/2026

#	Product or service	Description	Qty	Rate	Amount
1.	Lake Maryland - Footbridge Step Light Project	- Remove and Replace Roughly 10" of Stone at Existing Light to Provide a Clean hole for Box and New Fixture - \$ 2,180.00 - Furnish and Install (4) Bronze and (2) White WAC Step Lights (See Spec in Email) - \$ 2,780.00 - Patch / Finish Stucco @ Wall Lights - \$ 980.00	1	\$5,940.00	\$5,940.00
2.	CO #1 -	- Remove step lighting to trace and verify circuitry. - Drill through face of bridge near existing panel into bottom west step light void. - Run direct burial cable from existing panel to step light. Wire all step lights and test	1	\$2,810.00	\$2,810.00
Total					\$8,750.00

Accepted date

Accepted by

The Lake Doctors

WORK AUTHORIZATION #26-03

April 8, 2026

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

Subject: **Work Authorization Number 26-03 (“Work Authorization”)**
Somerset Community Development District

Dear Board of Supervisors:

The Lake Doctors, Inc. (“Contractor”) is pleased to submit this work authorization to provide additional aquatic maintenance and repair 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 The Lake Doctors, Inc., for Pond Inspection and Monitoring Services*, as amended (“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,

Pasco Gibson

Pasco Gibson (Apr 8, 2026 16:34:38 CDT)

Authorized Representative of
The Lake Doctors, Inc.

APPROVED AND ACCEPTED

By: *Robert Stenhammer*
Robert Stenhammer (Apr 8, 2026 16:47:48 CDT)
Chair/Vice-Chair, Board of Supervisors
Somerset Community Development District

Date: 08/04/2026

ATTACHMENT A



The Lake Doctors, Inc.
Aquatic Management Services®

Navarre Office
8307 E Bay Blvd
Navarre, FL 32566
(850) 939-5787
navarre@lakedoctors.com
www.lakedoctors.com

Water Management Agreement

This Agreement, made this _____ day of _____ 20____ is between The Lake Doctors, Inc., a Florida corporation ("the Company") and the following "Customer"

PROPERTY NAME (Community/Business/Individual) _____

MANAGEMENT COMPANY _____

INVOICING ADDRESS _____

CITY _____ STATE _____ ZIP _____ PHONE () _____

EMAIL ADDRESS _____

The parties hereto agree to follows:

- A. The Company agrees to manage certain lakes and/or waterways for a period of **ONE TIME APPLICATION** from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s):
One (1) pond associated with Somerset CDD in Alys Beach, FL.

Includes a major application for control of noxious aquatic vegetation (Acceptable level of control shall be 80%). Aquatic weeds will re-grow after treatment; no length of control is guaranteed.

- B. Customer agrees to pay the Company the following sum for specified aquatic management services:

1.	Application for Underwater / Floating Vegetation	\$	618.00
2.	Follow up inspection approximately 10-14 days after	\$	INCLUDED
3.	Detailed Service Report	\$	INCLUDED
	Total of Services Accepted	\$	618.00

\$618.00 of the above sum-total shall be due and payable upon execution of this Agreement; plus, any additional costs such as sales taxes, permitting fees, monitoring, reporting, water testing and related costs mandated by any governmental or regulatory body related to service under this Agreement.

- C. The Company uses products which, in its sole discretion, are intended to provide effective and safe results.
- D. The Company agrees to commence treatment within **thirty (30)** days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.
- E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by Customer to the Company on or before **May 8, 2026**.
- F. The Terms and Conditions appearing on the reverse side form an integral part of this Agreement, and Customer hereby acknowledges that it has read and is familiar with the contents thereof.

CUSTOMER PREFERENCES

INVOICE FREQUENCY: ___ MONTHLY ___ EVERY OTHER MONTH ___ QUARTERLY ___ SEMI-ANNUAL ___ ANNUAL

INVOICE TIMING: ___ BEGINNING OF THE MONTH ___ WITH SERVICE COMPLETION

EMAIL INVOICE: ___ YES ___ NO | If yes, provide invoice email: _____

EMAIL WORK ORDER: ___ YES ___ NO | If yes, provide work order email: _____

THIRD PARTY COMPLIANCE/REGISTRATION: ___ YES ___ NO

THIRD PARTY INVOICING PORTAL**: ___ YES ___ NO

***If a Third Party Compliance/Registration or an Invoice Portal is required; it is the Customer's responsibility to provide the information.*

REQUESTED START MONTH: _____ | PURCHASE ORDER #: _____

THE LAKE DOCTORS, INC.

Signed *[Signature]*

Title Sales Manager

CUSTOMER:

Signed _____ Date _____

Name _____

Title _____

TERMS AND CONDITIONS

- 1) The Underwater and Floating Vegetation Control Program will be conducted in a manner consistent with good water management practice using the following methods and techniques when applicable:
 - a) Periodic treatments to maintain control of noxious submersed, floating and emerged aquatic vegetation and algae. Customer understands that some beneficial vegetation may be required in a body of water to maintain a balanced aquatic ecological system.
 - b) Determination of dissolved oxygen levels prior to treatment, as deemed necessary, to ensure that oxygen level is high enough to allow safe treatment. Additional routine water analysis and/or bacteriological analysis may be performed if required for success of the water management program.
 - c) Where applicable, treatment of only one-half or less of the entire body of water at any one time to ensure safety to fish and other aquatic life. However, the Company shall not be liable for loss of any exotic or non-native fish or vegetation. Customer must also notify the Company in writing if any exotic fish exist in lake or pond prior to treatment.
 - d) Customer understands and agrees that for the best effectiveness and environmental safety, materials used by the Company may be used at rates equal to or lower than maximum label recommendations.
 - e) Triploid grass carp stocking, if included, will be performed at stocking rates determined the Florida Fish and Wildlife Conservation Commission permit guidelines.
 - f) Customer agrees to provide adequate access. Failure to provide adequate access may require re-negotiation or termination of this Agreement.
 - g) Control of some weeds may take 30-90 days depending upon species, materials used and environmental factors.
 - h) When deemed necessary by the Company and approved by Customer, the planting and/or nurturing of certain varieties of plants, which for various reasons, help to maintain ecological balance.
- 2) Under the Shoreline Grass and Brush Control Program, the Company will treat border vegetation to the water's edge including, but not limited to torpedograss, cattails, and other emergent vegetation such as woody brush and broadleaf weeds. Many of species take several months or longer to fully decompose. Customer is responsible for any desired physical cutting and removal.
- 3) Customer agrees to inform the Company in writing if any lake or pond areas have been or are scheduled to be mitigated (planted with required or beneficial aquatic vegetation). The Company assumes no responsibility for damage to aquatic plants if Customer fails to provide such information in a timely manner. Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by separate contract or modification of this Agreement. Customer also agrees to notify the Company, in writing, of any conditions which may affect the scope of work and Customer agrees to pay any resultant higher direct costs incurred.
- 4) If services specify trash/debris removal, the Company will perform the following: removal of casual trash such as cups, plastic bags and other man-made materials up to a 5 gallon bucket but only during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris will not be included.
- 5) Customer agrees to reimburse the Company for all processing fees for registering with third party companies for compliance monitoring services and/or invoicing portal fees. Fees will be reimbursed via an additional invoice per the Company's discretion.
- 6) If at any time during the term of this Agreement, Customer reasonably believes the Company is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, Customer shall give the Company written notice stating with particularity the reasons for Customer's dissatisfaction. The Company shall investigate and attempt to address Customer's concerns. If, after 30 days from the giving of the original notice, Customer continues to reasonably believe the Company's performance is unsatisfactory, Customer may terminate this Agreement by giving written notice ("Second Notice") to the Company and paying all monies owing to the effective date of termination, which shall be the last day of the month in which the Second Notice is received by the Company. Customer may not terminate this Agreement before the end of the term except for cause in accordance with this paragraph.
- 7) If Customer discontinues or terminates service under this Agreement except for cause in accordance with paragraph 6, Company shall be entitled to collect as an early termination fee, and not as a penalty, an amount equal to, the lesser of, three (3) times the monthly service fee, or the number of months remaining in the term multiplied by the monthly service fee. The Company may declare the termination fee owed in a single payment due within ten (10) days of written demand.
- 8) Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. The Company will notify Customer of such restrictions. It is Customer's responsibility to observe the restrictions throughout the required period. Customer understands and agrees that, notwithstanding any other provision of the Agreement, the Company does not assume any liability for failure by any party to be notified of, or to observe, such regulations or restrictions.
- 9) The Company shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming Customer as "Additional Insured" may be provided at Customer's request. Customer agrees to pay for any additional costs of insurance requirements over and above the standard insurance provided by the Company.
- 10) The Company agrees to indemnify, defend and hold harmless Customer from and against any and all liability for any loss, injury or damage, including, without limitation, all costs, expenses, court costs and reasonable attorneys' fees, imposed on Customer by any person caused by or that results from the gross negligence or willful misconduct of the Company, its employees or agents. Customer hereby agrees to indemnify, defend and hold the Company harmless from and against any and all liability for any loss, injury or damage, including, without limitation, all costs, expenses, court costs and reasonable attorneys' fees, imposed on the Company by any person whomsoever that occurs on or about Customer's premises, except for any such loss, injury or damage that is caused by or results solely from the gross negligence or willful misconduct of the Company its employees or agents.
- 11) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, SAVINGS OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Customer agrees that the Company's liability under this Agreement shall be limited to six (6) times the monthly fee, which amount shall be Customer's maximum remedy regardless of the legal theory used to determine that the Company is liable for the injury or loss (including, without limitation, negligence breach of contract breach of warranty and product liability).
- 12) Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should the Company be prohibited, restricted or otherwise prevented or impaired from rendering specified services by any condition, the Company shall notify Customer of said condition and of the excess direct costs arising therefrom. Customer shall have thirty (30) days after receipt of notice to notify the Company in writing of any inability to comply with excess direct costs as requested by the Company.
- 13) Customer warrants that it is authorized to execute this Agreement on behalf of the riparian owner. If a legal entity, the person executing this Agreement on behalf of Customer represents that Customer is duly organized and existing, and is in good standing, under the laws of the jurisdiction of its organization and that execution, delivery, and performance of this Agreement has been duly authorized by all appropriate corporate action.
- 14) The Company covenants to perform and complete the services hereunder in a timely, competent and workmanlike manner and in accordance with the specifications and requirements set forth in this Agreement. THE COMPANY HEREBY EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY WAIVES, RELEASES AND RENOUNCES, ALL OTHER WARRANTIES AND CLAIMS EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO SERVICES OR PRODUCTS PROVIDED BY THE COMPANY.
- 15) Customer understands that, for convenience, the annual cost of service is spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service. If the Company permits Customer to temporarily put its account activity on hold, an additional start-up charge may be required due to aquatic re-growth.
- 16) The Company agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of the Company. However, the Company shall in no event be liable to Customer or others for indirect, special or consequential damages resulting from any cause whatsoever.
- 17) Should Customer become delinquent, the Company may place the account on hold for non-payment and Customer will continue to be responsible for the continuing monthly amount even if the account is placed on hold. The Company may, at its sole discretion, choose to suspend services and charge the Customer 25% of the monthly equivalent invoice amount for three (3) consecutive months, herein referred to as the Credit Hold Period, or until Customer pays all invoices due, whichever comes earlier. Regular Service may be reinstated once the entire past due balance has been received in full. Should the Customer remain delinquent at the end of the Credit Hold Period, Company shall be entitled to bring action for collection of monies due and owing under this Agreement. Customer agrees to pay collection costs, including, but not limited to, reasonable attorneys fee (including those on appeal) and court costs, and all other expenses incurred by the Company resulting from such collection action. The Company reserves the right at any time to charge interest on unpaid amounts at the rate of eighteen percent (18%) per year. Customer hereby irrevocably submits to the exclusive personal jurisdiction of the state and federal courts of Duval County, Florida for the adjudication of all disputes or questions hereunder.
- 18) This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by the Company Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both the Company and Customer. This Agreement is assignable by Customer only with the prior written consent of the Company.

McHenry Electric

Proposal #:
Amount: \$712.80

WORK AUTHORIZATION FOR MAINTENANCE SERVICES – WA #26-13

This Work Authorization (the “**Work Authorization**”), dated April 16, 2026, authorizes certain work in accordance with that certain *AGREEMENT BETWEEN THE SOMERSET COMMUNITY DEVELOPMENT DISTRICT AND MCHENRY ELECTRIC, INC., FOR GENERAL MAINTENANCE SERVICES* (the “**Agreement**”), dated April 6, 2022, 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 whose mailing address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the “**District**”); and

MCHENRY ELECTRIC, INC., a Florida for profit corporation, with a mailing address of 50 Hatchew Road, Miramar Beach, Florida 32550 (hereinafter “**Contractor**”, together with District the “**Parties**”).

Section 1. Scope of Services. Contractor shall provide repair and 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 “**Services**”).

Section 2. Compensation and Term. It is understood and agreed that the payment of compensation for the Services under this Work Authorization shall be in the amount and for the term 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 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 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.

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

SOMERSET COMMUNITY DEVELOPMENT DISTRICT



Secretary/Assistant Secretary



Robert Stenhammer (Apr 22, 2026 09:37:55 CDT)

By: Robert Stenhammer

Its: CDD Chairperson

MCHENRY ELECTRIC, INC.



Niki Carr (Apr 21, 2026 15:20:39 CDT)

Witness



D. Clayton Mchenry (Apr 21, 2026 15:41:26 CDT)

By: D. Clayton Mchenry

Its: President

Exhibit A: Proposal/Scope of Services



INVOICE

McHenry Electric, Inc
50 Hatchew Road
Miramar Beach, Florida 32550
United States

850-837-9003

BILL TO
Somerset CDD C/O Rizzetta & Company,
Inc.
3434 Colwell Ave
Suite 200
Tampa, Florida 33614
United States

(850) 334-9055 ext 0153
komera@rizzetta.com

Invoice Number: 26922
P.O./S.O. Number: L-05 / WA #26-13
Invoice Date: April 20, 2026
Payment Due: April 30, 2026
Amount Due (USD): \$712.80

Items	Amount
A) Troubleshoot lighting circuit.	\$712.80
B) Technician discovered the circuit was overloaded.	
C) Split 3 circuits to a photocell each.	
D) Furnished and installed (1) bell box to install photocells.	
E) Furnished and installed (3) new photocells.	
E) Furnished and installed new circuits to 2 new photocells.	
F) Circuit tested efficiently with no recurring issues.	
WA #26-13	

Total:	\$712.80
Amount Due (USD):	\$712.80

Notes / Terms

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

Thank you for your business!

If you would like to pay by debit/credit card, please call our office to request a payment link. There will be a credit card fee of 3.0% added to your invoice. If you would like to pay by ACH, there will be a 1.1% processing fee added to the total.

Proposal #: 26-041
Amount: \$5,4324.00

WORK AUTHORIZATION FOR MAINTENANCE SERVICES – WA #26-14

This Work Authorization (the “**Work Authorization**”), dated April 14, 2026, authorizes certain work in accordance with that certain *AGREEMENT BETWEEN THE SOMERSET COMMUNITY DEVELOPMENT DISTRICT AND MCHENRY ELECTRIC, INC., FOR GENERAL MAINTENANCE SERVICES* (the “**Agreement**”), dated April 6, 2022, 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 whose mailing address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the “**District**”); and

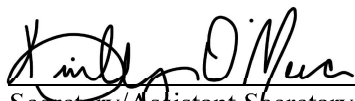
MCHENRY ELECTRIC, INC., a Florida for profit corporation, with a mailing address of 50 Hatchew Road, Miramar Beach, Florida 32550 (hereinafter “**Contractor**”, together with District the “**Parties**”).

Section 1. Scope of Services. Contractor shall provide repair and 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 “**Services**”).

Section 2. Compensation and Term. It is understood and agreed that the payment of compensation for the Services under this Work Authorization shall be in the amount and for the term 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 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 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.

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


Secretary/Assistant Secretary

Niki Carr
Niki Carr (Apr 14, 2026 11:59:27 CDT)
Witness

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

Robert Stenhammer
Robert Stenhammer (Apr 14, 2026 12:13:14 CDT)

By: Robert Stenhammer

Its: Chairman

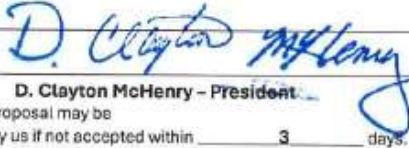
MCHENRY ELECTRIC, INC.

D. Clayton McHenry
D. Clayton McHenry (Apr 14, 2026 16:08:44 CDT)

By: D. Clayton McHenry

Its: President

Exhibit A: Proposal/Scope of Services

Proposal McHenry Electric, Inc. "Proudly Serving the Emerald Coast Since 1984" 50 Hatchew Road Miramar Beach, FL 32550 (850) 837-9003 ER 0009321		
No. 26-041		
Proposal Submitted To: Somerset CDD & Rizzetta & Company, Inc. Street: 3434 Colwell Ave Suite 200 City, State, and Zip code: Tampa, FL 33614 Architect: N/A	Phone: 850-213-5800 Job Name: Tree lights Job Location: Charles St City, State and Zip code: Alys Beach, FL 32461	Date: March 4, 2026
We propose hereby to furnish material and labor – complete in accordance with specifications below, for the sum of: Five thousand four hundred twenty-four dollars and 00/100 ----- (\$ 5,424.00)		
Payment to be made as follows: Net 10 days. A finance charge of 1.5% per month (18% per annum) will be charged on all unpaid balances. 100% due upon completion.		
All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from specifications below involving extra costs will be executed upon written or oral orders and will become an extra charge over the above estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.	Authorized Signature:  D. Clayton McHenry – President Note: This proposal may be withdrawn by us if not accepted within <u>3</u> days.	
We hereby submit specifications and estimates for: Remove electrical by trees.		
Includes the following :		
A. Remove all electrical around trees. Store at McHenry Electric, Inc.		
B. Reinstall all existing electrical material, well lights, and posts.		
NOTE: Reinstall after new tree installation, but before pine straw.		
Does Not Include: any warranty, liability, or responsibility for any existing wiring, fixtures, UCL, USB, OCC, dimmers, Decora devices, lamps, LED TV/phone system, security system, wireless system, recessed cans and trims, door switches, audio/video system, lamps, plug strips, lightning protection, exterior light package, emergency lights, switches, baseboard outlets, sod, generator, landscape lighting, EV chargers, floor heat, GFIs, appliances, automatic transfer switch, garage door openers, plants, pine straw, trees, garden posts, painting, or patching. All to be supplied by others.		
Acceptance of proposal – The above prices, specifications, and conditions are satisfactory and are hereby accepted. You authorize to do the work as specified. Payment will be made as outlined above. NOTE: the above price is based on current material prices. IF any material price increases over 5%, the above price will have to be adjusted. The above price is only valid for 3 days from the date above. If the job is not completed within 3 days, it might be necessary to adjust the contract price. Prevailing party is due any legal fees arising from this contract. We reserve the right to cease work due to nonpayment of invoices.		Signature _____ Date of Acceptance _____

Proposal #: 26-062
Amount: \$2,893.00

WORK AUTHORIZATION FOR MAINTENANCE SERVICES – WA #26-15

This Work Authorization (the “**Work Authorization**”), dated April 16, 2026, authorizes certain work in accordance with that certain *AGREEMENT BETWEEN THE SOMERSET COMMUNITY DEVELOPMENT DISTRICT AND MCHENRY ELECTRIC, INC., FOR GENERAL MAINTENANCE SERVICES* (the “**Agreement**”), dated April 6, 2022, 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 whose mailing address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the “**District**”); and

MCHENRY ELECTRIC, INC., a Florida for profit corporation, with a mailing address of 50 Hatchew Road, Miramar Beach, Florida 32550 (hereinafter “**Contractor**”, together with District the “**Parties**”).

Section 1. Scope of Services. Contractor shall provide repair and 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 “**Services**”).

Section 2. Compensation and Term. It is understood and agreed that the payment of compensation for the Services under this Work Authorization shall be in the amount and for the term 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 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 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.

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

SOMERSET COMMUNITY DEVELOPMENT DISTRICT



Secretary/Assistant Secretary



Robert Stenhammer (Apr 17, 2026 10:52:48 CDT)

By: Robert Stenhammer

Its: CDD Chairman

MCHENRY ELECTRIC, INC.



Niki Carr (Apr 17, 2026 10:54:04 CDT)

Witness

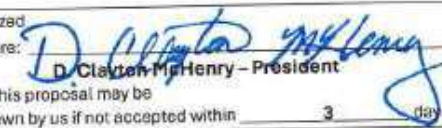


D. Clayton McHenry (Apr 20, 2026 12:09:28 CDT)

By: D. Clayton McHenry

Its: president

Exhibit A: Proposal/Scope of Services

Proposal McHenry Electric, Inc. "Proudly Serving the Emerald Coast Since 1984" 50 Hatchew Road Miramar Beach, FL 32550 (850) 837-9003 ER 0009321		
No. 26-062		
Proposal Submitted To: Somerset CDD & Rizzetta & Company, Inc	Phone: 850-629-0153	Date: April 16, 2026
Street: 3434 Colwell Ave – Suite 200	Job Name: HH-03 – T-4 Streetlight	
City, State, and Zip code: Tampa, FL 33614	Job Location: 29 S. Charles St	
Architect: N/A	Date of plans: N/A	City, State and Zip code: Alys Beach, FL 32461
We propose hereby to furnish material and labor – complete in accordance with specifications below, for the sum of:		
Two thousand eight hundred ninety-three dollars and 00/100		(\$ 2,893.00)
Payment to be made as follows: Net 10 days. A finance charge of 1.5% per month (18% per annum) will be charged on all unpaid balances. 100% due upon completion.		
All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from specifications below involving extra costs will be executed upon written or oral orders and will become an extra charge over the above estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.	Authorized Signature:  D. Clayton McHenry – President Note: This proposal may be withdrawn by us if not accepted within <u>3</u> days.	
We hereby submit specifications and estimates for: Install (1) T-4 streetlight.		
Includes the following :		
A. Remove (1) section of white concrete sidewalk.		
B. Furnish and install (1) section of white concrete sidewalk.		
C. Remove rotten pole base.		
D. Assemble (1) T-4 wood streetlight pole and fixture. Fixture to be reused.		
E. Furnish and install (1) LED bulb.		
F. Install (1) T-4 streetlight.		
G. Furnish and install (1) sleeve and gravel.		
H. Furnish and install (1) PVC J-Box.		
Does Not Include: any warranty, liability, or responsibility for any existing wiring, fixtures, lamps, security system, lightening protection, LED lamps plug strips, lightening protection, exterior light package, emergency lights, sod, generator, landscape lighting, EV chargers, automatic transfer switch, T-4 fixture, plants, painting, or patching. All to be supplied by others.		
Acceptance of proposal – The above prices, specifications, and conditions are satisfactory and are hereby accepted. You authorize to do the work as specified. Payment will be made as outlined above. NOTE: the above price is based on current material prices. If any material price increases over 5%, the above price will have to be adjusted. The above price is only valid for 3 days from the date above. If the job is not completed within 3 days, it might be necessary to adjust the contract price. Prevailing party is due any legal fees arising from this contract. We reserve the right to cease work due to nonpayment of invoices.		Signature _____ Date of Acceptance _____

Proposal #: 26-071
Amount: \$2350.00

WORK AUTHORIZATION FOR MAINTENANCE SERVICES – WA #26-16

This Work Authorization (the “**Work Authorization**”), dated May 1, 2026, authorizes certain work in accordance with that certain *AGREEMENT BETWEEN THE SOMERSET COMMUNITY DEVELOPMENT DISTRICT AND MCHENRY ELECTRIC, INC., FOR GENERAL MAINTENANCE SERVICES* (the “**Agreement**”), dated April 6, 2022, 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 whose mailing address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the “**District**”); and

MCHENRY ELECTRIC, INC., a Florida for profit corporation, with a mailing address of 50 Hatchew Road, Miramar Beach, Florida 32550 (hereinafter “**Contractor**”, together with District the “**Parties**”).

Section 1. Scope of Services. Contractor shall provide repair and 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 “**Services**”).

Section 2. Compensation and Term. It is understood and agreed that the payment of compensation for the Services under this Work Authorization shall be in the amount and for the term 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 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 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.

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



Secretary/Assistant Secretary

Niki Carr

Niki Carr (May 5, 2026 16:28:30 CDT)

Witness

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

Robert Stenhammer

Robert Stenhammer (May 5, 2026 21:11:10 CDT)

By: Robert Stenhammer

Its: CDD Chairman

MCHENRY ELECTRIC, INC.

D.clayton Mchenry

D.clayton Mchenry (May 5, 2026 18:46:25 CDT)

By: D.clayton Mchenry

Its: President

Exhibit A: Proposal/Scope of Services

Proposal McHenry Electric, Inc "Proudly Serving the Emerald Coast Since 1984" 50 Hatchew Road Miramar Beach, FL 32550 (850) 837-9003 ER 0009321		
No. 26-071		
Proposal Submitted To: Somerset CDD & Rizzetta & Company, Inc	Phone: 850-334-9055	Date: May 1, 2026
Street: 3434 Colwell Ave Suite 200	Job Name: T-4 Streetlight	
City, State, and Zip code: Tampa, FL 33614	Job Location: W1	
Architect: N/A	Date of plans: N/A	City, State and Zip code: Inlet Beach, FL 32461
We propose hereby to furnish material and labor – complete in accordance with specifications below, for the sum of: Two thousand three hundred fifty dollars and 00/100 (\$ 2,350.00)		
Payment to be made as follows: Net 10 days. A finance charge of 1.5% per month (18% per annum) will be charged on all unpaid balances. 100% due upon completion.		
All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from specifications below involving extra costs will be executed upon written or oral orders and will become an extra charge over the above estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.		Authorized Signature: <u>D. Clayton McHenry - President</u> Note: This proposal may be Withdrawn by us if not accepted within <u>3</u> days.
We hereby submit specifications and estimates for: <u>Remove and replace (1) owner furnished streetlight.</u>		
Includes the following :		
A. Remove broken pole on North Castle Harbour Dr (W1).		
B. Remove concrete base.		
C. Store, assemble and install owner furnished T-4 light pole, light head, and light bulb.		
D. Furnish and install new wire to J-Box.		
E. Furnish and install ground sleeve and gravel.		
Does Not include: any warranty, liability, responsibility for any existing electrical wiring, fixtures, Decora devices, lamps, LED lamps, plug strips, lightning protection, exterior light package, emergency lights, sod, generator, landscape lighting, automatic transfer switch, streetlight, pole, plants painting, or patching. All to be supplied by others.		
Acceptance of proposal – The above prices, specifications, and conditions are satisfactory and are hereby accepted. You authorize to do the work as specified. Payment will be made as outlined above. NOTE: the above price is based on current material prices. IF any material price increases over 5%, the above price will have to be adjusted. The above price is only valid for 3 days from the date above. If the job is not completed within 3 days, it might be necessary to adjust the contract price. Prevailing party is due any legal fees arising from this contract. We reserve the right to cease work due to nonpayment of invoices.		Signature - _____ Date of Acceptance _____

Juniper Landscaping of Florida

**WORK AUTHORIZATION NUMBER 26-11
FOR ADDITIONAL SERVICES**

THIS WORK AUTHORIZATION ("Work Authorization"), dated March 10, 2026, authorizes certain work in accordance with that certain *Landscape and Irrigation Maintenance Services Agreement*, effective January 1, 2026 (the "**Agreement**"), by and between:

SOMERSET COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Walton County, Florida (the "**District**"), and

JUNIPER LANDSCAPING OF FLORIDA LLC, a Florida limited liability company, with an address of 511 N. Highway 79, Panama City Beach, Florida 32413 ("**Contractor**").

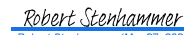
SECTION 1. SCOPE OF SERVICES. in addition to the services described in the Agreement and any exhibits, amendments and addenda thereto, Contractor shall provide stone replacement services, as set forth in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the "**Additional Services**"). To the extent that the terms of **Exhibit A** conflict with terms of this Work Authorization or the Agreement, the Work Authorization and the Agreement shall control.

SECTION 2. COMPENSATION. As compensation for the Additional Services, the District agrees to pay Contractor **One Thousand Two Hundred Four Dollars and Forty-Five Cents (\$1,204.45)** due in full upon completion and acceptance of the Additional Services by the District.

SECTION 3. ACCEPTANCE. Acceptance of this Work Authorization authorizes Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and Contractor. Contractor shall commence the aforesaid Additional Services upon the full execution of this Work Authorization 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, remains in full force and effect.

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

**SOMERSET COMMUNITY
DEVELOPMENT DISTRICT**


Robert Stenhammer (Mar 27, 2026 14:53:36 CDT)

By: Robert Stenhammer

☒ Chairperson
☐ Vice Chairperson

JUNIPER LANDSCAPING OF FLORIDA LLC


Mar 27, 2026 14:24:23 CDT

By: BRIAN CALKINS

Its: Branch Manager

Exhibit A

Juniper

Proposal

Proposal No.: 389696

Proposed Date: 03/10/26

PROPERTY:	FOR:
Somerset Community Development District Kim O'Mera 84 Elbow Beach Road-Somerset Community Highway 30A Corridor Inlet Beach, FL 32461	Repair to main line along AC29



Irrigation main line was broken by some heavy equipment.

The three-inch main line was repaired. Pump water from area, clean area to locate the break, Shut down the system, set repair and clean pipe of all debris to not mess up valve. cut and replace line pack stone and back fill area.

ITEM	QTY	UOM	TOTAL
Irrigation Renovation			
Lateral Components			\$1,204.45
Irrigation Tech Labor	10.00	HR	
Misc Irrigation Parts	2.00	EA	
PVC Pipe 3 in. x 20 ft. Schedule 40 Bell End (Sold per ft.)	5.00	FT	
Spears PVC Expansion Repair Coupling 3 in. Spigot x Socket SLIP FIX	2.00	EA	
Total:			\$1,204.45

Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Juniper Landscaping of Florida LLC agrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty is not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damage caused by others. Failure of water or power source not caused by Juniper Landscaping of Florida LLC will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement.

Juniper Landscaping of Florida LLC is not responsible for damage to non-located underground.

Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE

Signature (Owner/Property Manager)

Date

Printed Name (Owner/Property Manager)

Signature - Representative

Date

**WORK AUTHORIZATION NUMBER 26-12
FOR ADDITIONAL SERVICES**

THIS WORK AUTHORIZATION ("Work Authorization"), dated February 27, 2026, authorizes certain work in accordance with that certain *Landscape and Irrigation Maintenance Services Agreement*, effective January 1, 2026 (the "**Agreement**"), by and between:

SOMERSET COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Walton County, Florida (the "**District**"), and

JUNIPER LANDSCAPING OF FLORIDA LLC, a Florida limited liability company, with an address of 511 N. Highway 79, Panama City Beach, Florida 32413 ("**Contractor**").

SECTION 1. SCOPE OF SERVICES. In addition to the services described in the Agreement and any exhibits, amendments and addenda thereto, Contractor shall provide stone replacement 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**"). To the extent that the terms of **Exhibit A** conflict with terms of this Work Authorization or the Agreement, the Work Authorization and the Agreement shall control.

SECTION 2. COMPENSATION. As compensation for the Additional Services, the District agrees to pay Contractor **Four Hundred Forty-Seven Dollars and Eighty-Eight Cents (\$447.88)** due in full upon completion and acceptance of the Additional Services by the District.

SECTION 3. ACCEPTANCE. Acceptance of this Work Authorization authorizes Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and Contractor. Contractor shall commence the aforesaid Additional Services upon the full execution of this Work Authorization 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, remains in full force and effect.

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

**SOMERSET COMMUNITY
DEVELOPMENT DISTRICT**

Robert Stenhammer
Robert Stenhammer (Apr 3, 2026 15:52:38 CDT)

By: Robert Stenhammer

☒ Chairperson
☐ Vice Chairperson

JUNIPER LANDSCAPING OF FLORIDA LLC

Brian Calkins
Brian Calkins (Apr 3, 2026 17:06:47 CDT)

By: BRIAN CALKINS

Its: Branch Manager

Exhibit A

Please Remit Payment to:

Juniper Landscaping
PO Box 919883
Orlando, FL 32891



Invoice 383996

Bill To
Somerset Community Development District c/o Rizzetta & Company 344 Colwell Ave, Suite 200 Tampa, FL 33614

Date	Due Date
02/27/26	3/29/2026
Account Owner	PO#
JEREMY MAVITY	

Item	Qty/UOM	Rate	Ext. Price	Amount
#387004 - Irrigation Repair West Clock 2 WO# 203237				\$447.88

Lateral Components - 02/21/2026

Irrigation Tech Labor	2.00HR	\$75.00	\$150.00
Misc Irrigation Parts	2.00EA	\$5.35	\$10.70
Spears PVC Expansion Repair Coupling 2-1/2 in. Spigot x Socket SLIP FIX	2.00EA	\$106.15	\$212.30
PVC Pipe 2 1/2 in. x 20 ft. Schedule 40	8.00FT	\$7.25	\$58.00
Bell End (Sold per ft.)			
Sch 40 PVC 45 Degree Elbow 2-1/2 in. Socket	1.00EA	\$16.88	\$16.88

Grand Total \$447.88

1-30 Days	31-60 Days (Past Due)	61-90 Days (Past Due)	91-120 Days (Past Due)	121+ Days (Past Due)
\$17,937.23	\$87,205.05	\$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.

**WORK AUTHORIZATION NUMBER 26-13
FOR ADDITIONAL SERVICES**

THIS WORK AUTHORIZATION ("Work Authorization"), dated February 27, 2026, authorizes certain work in accordance with that certain *Landscape and Irrigation Maintenance Services Agreement*, effective January 1, 2026 (the "**Agreement**"), by and between:

SOMERSET COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Walton County, Florida (the "**District**"), and

JUNIPER LANDSCAPING OF FLORIDA LLC, a Florida limited liability company, with an address of 511 N. Highway 79, Panama City Beach, Florida 32413 ("**Contractor**").

SECTION 1. SCOPE OF SERVICES. In addition to the services described in the Agreement and any exhibits, amendments and addenda thereto, Contractor shall provide stone replacement 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**"). To the extent that the terms of **Exhibit A** conflict with terms of this Work Authorization or the Agreement, the Work Authorization and the Agreement shall control.

SECTION 2. COMPENSATION. As compensation for the Additional Services, the District agrees to pay Contractor **One Hundred Seventeen Dollars and Four Cents (\$117.04)** due in full upon completion and acceptance of the Additional Services by the District.

SECTION 3. ACCEPTANCE. Acceptance of this Work Authorization authorizes Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and Contractor. Contractor shall commence the aforesaid Additional Services upon the full execution of this Work Authorization 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, remains in full force and effect.

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

**SOMERSET COMMUNITY
DEVELOPMENT DISTRICT**


Robert Stenhammer (Apr 3, 2026 15:51:53 CDT)

By: Robert Stenhammer

☒ Chairperson
☐ Vice Chairperson

JUNIPER LANDSCAPING OF FLORIDA LLC


Apr 3, 2026 17:08:52 CDT

By: BRIAN CALKINS

Its: Branch Manager

Exhibit A

Please Remit Payment to:

Juniper Landscaping
PO Box 919883
Orlando, FL 32891



Invoice 383997

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

Date	Due Date
02/27/26	3/29/2026
Account Owner	PO#
JEREMY MAVITY	

Item	Qty/UOM	Rate	Ext. Price	Amount
#387441 - February 2026 Completed Wet Check Repairs-East Buttery Clock				\$117.04
WO# 203264				
<i>Lateral Components - 02/23/2026</i>				
Irrigation Technician Labor	0.50HR	\$75.00	\$37.50	
6" Pop Up Installed	2.00EA	\$39.77	\$79.54	

Grand Total \$117.04

1-30 Days	31-60 Days (Past Due)	61-90 Days (Past Due)	91-120 Days (Past Due)	121+ Days (Past Due)
\$17,937.23	\$87,205.05	\$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.

**WORK AUTHORIZATION NUMBER 26-14
FOR ADDITIONAL SERVICES**

THIS WORK AUTHORIZATION ("Work Authorization"), dated March 17, 2026, authorizes certain work in accordance with that certain *Landscape and Irrigation Maintenance Services Agreement*, effective January 1, 2026 (the "**Agreement**"), by and between:

SOMERSET COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Walton County, Florida (the "**District**"), and

JUNIPER LANDSCAPING OF FLORIDA LLC, a Florida limited liability company, with an address of 511 N. Highway 79, Panama City Beach, Florida 32413 ("**Contractor**").

SECTION 1. SCOPE OF SERVICES. In addition to the services described in the Agreement and any exhibits, amendments and addenda thereto, Contractor shall provide stone replacement 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**"). To the extent that the terms of **Exhibit A** conflict with terms of this Work Authorization or the Agreement, the Work Authorization and the Agreement shall control.

SECTION 2. COMPENSATION. As compensation for the Additional Services, the District agrees to pay Contractor **Five Hundred Fifty Dollars and Ninety Cents (\$550.90)** due in full upon completion and acceptance of the Additional Services by the District.

SECTION 3. ACCEPTANCE. Acceptance of this Work Authorization authorizes Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and Contractor. Contractor shall commence the aforesaid Additional Services upon the full execution of this Work Authorization 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, remains in full force and effect.

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

**SOMERSET COMMUNITY
DEVELOPMENT DISTRICT**


Robert Stenhammer (Apr 3, 2026 15:51:17 CDT)

By: Robert Stenhammer

☒ Chairperson
☐ Vice Chairperson

JUNIPER LANDSCAPING OF FLORIDA LLC


Apr 3, 2026 17:09:48 CDT

By: BRIAN CALKINS

Its: Branch Manager

Exhibit A

Please Remit Payment to:

Juniper Landscaping
PO Box 919883
Orlando, FL 32891



Invoice 387547

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

Date	Due Date
03/17/26	4/16/2026
Account Owner	PO#
JEREMY MAVITY	

Item	Qty/UOM	Rate	Ext. Price	Amount
#389230 - Hoover Repair WO#203568				\$550.90
Hoover Repair - 03/08/2026				
Enhancement Labor	5.50HR	\$85.00	\$467.50	
2" - 2.5" Misc Fittings	3.00EA	\$27.80	\$83.40	

Grand Total **\$550.90**

1-30 Days	31-60 Days (Past Due)	61-90 Days (Past Due)	91-120 Days (Past Due)	121+ Days (Past Due)
\$17,937.23	\$87,205.05	\$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.

**WORK AUTHORIZATION NUMBER 26-15
FOR ADDITIONAL SERVICES**

THIS WORK AUTHORIZATION ("Work Authorization"), dated April 17, 2026, authorizes certain work in accordance with that certain *Landscape and Irrigation Maintenance Services Agreement*, effective January 1, 2026 (the "**Agreement**"), by and between:

SOMERSET COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Walton County, Florida (the "**District**"), and

JUNIPER LANDSCAPING OF FLORIDA LLC, a Florida limited liability company, with an address of 511 N. Highway 79, Panama City Beach, Florida 32413 ("**Contractor**").

SECTION 1. SCOPE OF SERVICES. In addition to the services described in the Agreement and any exhibits, amendments and addenda thereto, Contractor shall provide stone replacement 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**"). To the extent that the terms of **Exhibit A** conflict with terms of this Work Authorization or the Agreement, the Work Authorization and the Agreement shall control.

SECTION 2. COMPENSATION. As compensation for the Additional Services, the District agrees to pay Contractor **One Hundred Ninety-One Dollars and Twenty Cents (\$191.20)** due in full upon completion and acceptance of the Additional Services by the District.

SECTION 3. ACCEPTANCE. Acceptance of this Work Authorization authorizes Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and Contractor. Contractor shall commence the aforesaid Additional Services upon the full execution of this Work Authorization 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, remains in full force and effect.

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

**SOMERSET COMMUNITY
DEVELOPMENT DISTRICT**

Robert Stenhammer
Robert Stenhammer (Apr 17, 2026 11:14:36 CDT)

By: Robert Stenhammer

☒ Chairperson
☐ Vice Chairperson

JUNIPER LANDSCAPING OF FLORIDA LLC

Brian Calkins
Brian Calkins (Apr 17, 2026 15:50:47 CDT)

By: BRIAN CALKINS

Its: Branch Manager

Exhibit A



Proposal

Proposal No.: 395819

Proposed Date: 04/17/26

PROPERTY:	FOR:
Somerset Community Development District Kim O'Mera 84 Elbow Beach Road-Somerset Community Highway 30A Corridor Inlet Beach, FL 32461	West Buttery Irrigation Break

Broken 1 inch line and coupler from auto tire.

ITEM	QTY	UOM	TOTAL
West Buttery Irrigation repair			
Lateral Components			\$191.20
Irrigation Tech Labor	1.25	HR	
Misc Irrigation Parts	2.00	EA	
PVC Pipe 1 in. x 20 ft. Schedule 40 Bell End (Sold per ft.)	2.00	FT	
90 Degree Elbow Sch 40 PVC 1 in.	2.00	EA	
Spears PVC Expansion Repair Coupling 1 in. Spigot x Socket SLIP FIX	1.00	EA	
Fuel Surcharge 5%			\$0.00
Fuel Surcharge	0.00	EA	
Total:			\$191.20

Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Juniper Landscaping of Florida LLC agrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty is not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damage caused by others. Failure of water or power source not caused by Juniper Landscaping of Florida LLC will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement.

Juniper Landscaping of Florida LLC is not responsible for damage to non-located underground.

Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE

Signature (Owner/Property Manager)

Date

Printed Name (Owner/Property Manager)

Signature - Representative

Date

**WORK AUTHORIZATION NUMBER 26-16
FOR ADDITIONAL SERVICES**

THIS WORK AUTHORIZATION ("Work Authorization"), dated April 17, 2026, authorizes certain work in accordance with that certain *Landscape and Irrigation Maintenance Services Agreement*, effective January 1, 2026 (the "**Agreement**"), by and between:

SOMERSET COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Walton County, Florida (the "**District**"), and

JUNIPER LANDSCAPING OF FLORIDA LLC, a Florida limited liability company, with an address of 511 N. Highway 79, Panama City Beach, Florida 32413 ("**Contractor**").

SECTION 1. SCOPE OF SERVICES. In addition to the services described in the Agreement and any exhibits, amendments and addenda thereto, Contractor shall provide stone replacement 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**"). To the extent that the terms of **Exhibit A** conflict with terms of this Work Authorization or the Agreement, the Work Authorization and the Agreement shall control.

SECTION 2. COMPENSATION. As compensation for the Additional Services, the District agrees to pay Contractor **Two Hundred Seven Dollars and Eighty Cents (\$207.80)** due in full upon completion and acceptance of the Additional Services by the District.

SECTION 3. ACCEPTANCE. Acceptance of this Work Authorization authorizes Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and Contractor. Contractor shall commence the aforesaid Additional Services upon the full execution of this Work Authorization 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, remains in full force and effect.

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

**SOMERSET COMMUNITY
DEVELOPMENT DISTRICT**


Robert Stenhammer (Apr 17, 2026 11:14:08 CDT)

By: Robert Stenhammer

☒ Chairperson
☐ Vice Chairperson

JUNIPER LANDSCAPING OF FLORIDA LLC


Apr 17, 2026 15:50:13 CDT

By: BRIAN CALKINS

Its: Branch Manager

Exhibit A

Juniper

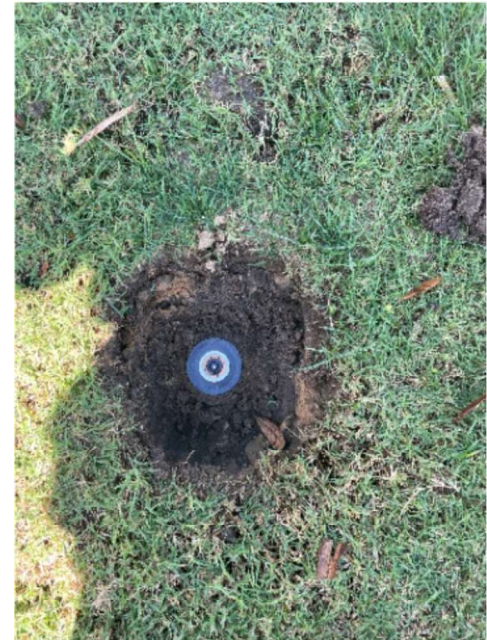
Proposal

Proposal No.: 395816

Proposed Date: 04/17/26

PROPERTY:	FOR:
Somerset Community Development District Kim O'Mera 84 Elbow Beach Road-Somerset Community Highway 30A Corridor Inlet Beach, FL 32461	Irrigation Repair West Sugar Lump Lane

Repair to irrigation on Sugar Lump Lane



ITEM	QTY	UOM	TOTAL
Irrigation Renovation			
Lateral Components			\$207.80
Irrigation Tech Labor	1.50	HR	
Misc Irrigation Parts	2.00	EA	
12" Pop Up - Premium	1.00	EA	
90 Degree Elbow Sch 40 PVC 1 in.	1.00	EA	
Fuel Surcharge 5%			\$0.00
Fuel Surcharge	0.00	EA	
Total:			\$207.80

Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Juniper Landscaping of Florida LLC agrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty is not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damage caused by others. Failure of water or power source not caused by Juniper Landscaping of Florida LLC will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement.

Juniper Landscaping of Florida LLC is not responsible for damage to non-located underground.

Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE

Signature (Owner/Property Manager)

Date

Printed Name (Owner/Property Manager)

Signature - Representative

Date

**WORK AUTHORIZATION NUMBER 26-17
FOR ADDITIONAL SERVICES**

THIS WORK AUTHORIZATION ("Work Authorization"), dated April 24, 2026, authorizes certain work in accordance with that certain *Landscape and Irrigation Maintenance Services Agreement*, effective January 1, 2026 (the "**Agreement**"), by and between:

SOMERSET COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Walton County, Florida (the "**District**"), and

JUNIPER LANDSCAPING OF FLORIDA LLC, a Florida limited liability company, with an address of 511 N. Highway 79, Panama City Beach, Florida 32413 ("**Contractor**").

SECTION 1. SCOPE OF SERVICES. In addition to the services described in the Agreement and any exhibits, amendments and addenda thereto, Contractor shall provide stone replacement 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**"). To the extent that the terms of **Exhibit A** conflict with terms of this Work Authorization or the Agreement, the Work Authorization and the Agreement shall control.

SECTION 2. COMPENSATION. As compensation for the Additional Services, the District agrees to pay Contractor **Seven Hundred Five Dollars and Sixty-Six Cents (\$705.66)** due in full upon completion and acceptance of the Additional Services by the District.

SECTION 3. ACCEPTANCE. Acceptance of this Work Authorization authorizes Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and Contractor. Contractor shall commence the aforesaid Additional Services upon the full execution of this Work Authorization 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, remains in full force and effect.

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

**SOMERSET COMMUNITY
DEVELOPMENT DISTRICT**

Robert Stenhammer
Robert Stenhammer (Apr 29, 2026 11:16:40 CDT)

By: Robert Stenhammer

☒ Chairperson
☐ Vice Chairperson

JUNIPER LANDSCAPING OF FLORIDA LLC

Brian Calkins
Brian Calkins (Apr 29, 2026 12:01:12 EDT)

By: BRIAN CALKINS

Its: Branch Manager

Exhibit A

Please Remit Payment to:

Juniper Landscaping
PO Box 919883
Orlando, FL 32891



Invoice 392856

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

Date	Due Date
04/24/26	5/24/2026
Account Owner	PO#
JEREMY MAVITY	

Item	Qty/UOM	Rate	Ext. Price	Amount
#396425 - Irrigation Repair at AC 32 (3" Mainline)				\$705.66

Irrigation Renovation - 04/20/2026

Irrigation Technician Labor	6.00HR	\$75.00	\$450.00
NDS Pro-Span PVC Expansion Repair	1.00EA	\$90.68	\$90.68
Coupling 3 in. Socket x Spigot SLIP FIX			
3 in Slip Sch. 40 PVC Tee	1.00EA	\$30.40	\$30.40
3 in x 1-1/2 in Sch. 40 PVC Reducer	1.00EA	\$9.46	\$9.46
Bushing			
2 in Slip x 1-1/2 in Slip Sch. 40 PVC	1.00EA	\$4.51	\$4.51
Reducer Bushing			
2 in Slip Sch 40 PVC 90 degree Elbow	2.00EA	\$13.40	\$26.80
2 in Sch. 40 PVC Pipe	4.00FT	\$7.14	\$28.57
1-1/2 in x 12 in PVC Sch. 80 Nipple	1.00EA	\$31.63	\$31.63

Fuel Surcharge 5.0% - 04/20/2026

Fuel Surcharge	1.00EA	\$33.61	\$33.61
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Grand Total \$705.66

1-30 Days	31-60 Days (Past Due)	61-90 Days (Past Due)	91-120 Days (Past Due)	121+ Days (Past Due)
\$896.86	\$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

**WORK AUTHORIZATION NUMBER 26-18
FOR ADDITIONAL SERVICES**

THIS WORK AUTHORIZATION ("Work Authorization"), dated April 26, 2026, authorizes certain work in accordance with that certain *Landscape and Irrigation Maintenance Services Agreement*, effective January 1, 2026 (the "**Agreement**"), by and between:

SOMERSET COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Walton County, Florida (the "**District**"), and

JUNIPER LANDSCAPING OF FLORIDA LLC, a Florida limited liability company, with an address of 511 N. Highway 79, Panama City Beach, Florida 32413 ("**Contractor**").

SECTION 1. SCOPE OF SERVICES. In addition to the services described in the Agreement and any exhibits, amendments and addenda thereto, Contractor shall provide stone replacement 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**"). To the extent that the terms of **Exhibit A** conflict with terms of this Work Authorization or the Agreement, the Work Authorization and the Agreement shall control.

SECTION 2. COMPENSATION. As compensation for the Additional Services, the District agrees to pay Contractor **Four Hundred Twenty Dollars and Eighty-One Cents (\$420.81)** due in full upon completion and acceptance of the Additional Services by the District.

SECTION 3. ACCEPTANCE. Acceptance of this Work Authorization authorizes Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and Contractor. Contractor shall commence the aforesaid Additional Services upon the full execution of this Work Authorization 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, remains in full force and effect.

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

**SOMERSET COMMUNITY
DEVELOPMENT DISTRICT**

Robert Stenhammer
Robert Stenhammer (Apr 29, 2026 11:16:06 CDT)

By: Robert Stenhammer

☒ Chairperson
☐ Vice Chairperson

JUNIPER LANDSCAPING OF FLORIDA LLC

Brian Calkins
Apr 29, 2026 12:08:17 EDT

By: BRIAN CALKINS

Its: Branch Manager

Exhibit A



Proposal

Proposal No.: 397117

Proposed Date: 04/26/26

PROPERTY:	FOR:
Somerset Community Development District 3434 Colwell Ave. Suite 200 Tampa , FL 33614	Repair to Broken Heads along 30 A

Replace 4 broken heads along 30A and replace 6 nozzles

ITEM	QTY	UOM	TOTAL
30 A Head Repair			
Lateral Components			\$400.81
Irrigation Tech Labor	2.00	HR	
6" Pop Up - Premium	4.00	EA	
Maxijet Winged 1 Piece Jet Nozzle Red 180 Degree Half Circle Flat Spray	10.00	EA	
Fuel Surcharge 5%			\$20.00
Fuel Surcharge	0.00	EA	
Total:			\$420.81

Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Juniper Landscaping of Florida LLC agrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty is not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damaged caused by others. Failure of water or power source not caused by Juniper Landscaping of Florida LLC will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement.

Juniper Landscaping of Florida LLC is not responsible for damage to non-located underground.

Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE

Signature (Owner/Property Manager)

Date

Printed Name (Owner/Property Manager)

Signature - Representative

Date

Tab 10



LLS Tax Solutions Inc.
1645 Sun City Center Plz,
#5027
Sun City Center, FL 33571
Telephone: 850-754-0311
Email: liscott@llstax.com

May 4, 2026

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

Thank you for choosing LLS Tax Solutions Inc. ("LLS Tax") to provide arbitrage services to Somerset Community Development District ("Client") for the following bond issue. This Engagement Letter describes the scope of the LLS Tax services, the respective responsibilities of LLS Tax and Client relating to this engagement and the fees LLS Tax expects to charge.

- \$10,745,000 Somerset Community Development District Capital Improvement Revenue Refunding Bonds, Series 2022

SCOPE OF SERVICES

The procedures that we will perform are as follows:

- Assist in calculation of the bond yield, unless previously computed and provided to us.
- Assist in determination of the amount, if any, of required rebate to the federal government.
- Issuance of a report presenting the cumulative results since the issue date of the issue of bonds.
- Preparation of necessary reports and Internal Revenue Service ("IRS") forms to accompany any required payment to the federal government.

As a part of our engagement, we will read certain documents associated with each issue of bonds for which services are being rendered. We will determine gross proceeds of each issue of bonds based on the information provided in such bond documents. You will have sole responsibility for determining any other amounts not discussed in those documents that may constitute gross proceeds of each series of bonds for the purposes of the arbitrage requirements.

TAX POSITIONS AND REPORTABLE TRANSACTIONS

Because the tax law is not always clear, we will use our professional judgment in resolving questions affecting the arbitrage calculations. Unless you instruct us otherwise, we will take the reporting position most favorable to you whenever reasonable. Any of your bond issues may be selected for review by the IRS, which may not agree with our positions. Any proposed adjustments are subject to certain rights of appeal. Because of the lack of clarity in the law, we cannot provide assurances that the positions asserted by the IRS may not ultimately be sustained, which could result in the assessment

of potential penalties. You have the ultimate responsibility for your compliance with the arbitrage laws; therefore, you should review the calculations carefully.

The IRS and some states have promulgated “tax shelter” rules that require taxpayers to disclose their participation in “reportable transactions” by attaching a disclosure form to their federal and/or state income tax returns and, when necessary, by filing a copy with the Internal Revenue Service and/or the applicable state agency. These rules impose significant requirements to disclose transactions and such disclosures may encompass many transactions entered into in the normal course of business. Failure to make such disclosures will result in substantial penalties. In addition, an excise tax is imposed on exempt organizations (including state and local governments) that are a party to prohibited tax shelter transactions (which are defined using the reportable transaction rules). Client is responsible for ensuring that it has properly disclosed all “reportable transactions” and, where applicable, complied with the excise tax provision. The LLS Tax services that are the subject of this Engagement Letter do not include any undertaking by LLS Tax to identify any reportable transactions that have not been the subject of a prior consultation between LLS Tax and Client. Such services, if desired by Client, will be the subject of a separate engagement letter. LLS Tax may also be required to report to the IRS or certain state tax authorities certain tax services or transactions as well as Client’s participation therein. The determination of whether, when and to what extent LLS Tax complies with its federal or state “tax shelter” reporting requirements will be made exclusively by LLS Tax. LLS Tax will not be liable for any penalties resulting from Client’s failure to accurately and timely file any required disclosure or pay any related excise tax nor will LLS Tax be held responsible for any consequences of its own compliance with its reporting obligations. Please note that any disclosure required by or made pursuant to the tax shelter rules is separate and distinct from any other disclosure that Client might be required to or choose to make with its tax returns (e.g., disclosure on federal Form 8275 or similar state disclosure).

PROFESSIONAL FEES AND EXPENSES

Our professional fees for the services listed above for the three annual bond years beginning on April 20, 2025, through the period ending April 19, 2028, is \$1,500, which is \$500 for each year. We will bill you upon completion of our services. Our invoices are payable upon receipt. Additionally, you may request additional consulting services from us upon occasion; we will bill you for these consulting services at a beforehand agreed upon rate.

Unanticipated factors that could increase our fees beyond the estimate given above include the following (without limitation). Should any of these factors arise we will alert you before additional fees are incurred.

- Investment data provided by you is not in good order or is unusually voluminous.
- Proceeds of bonds have been commingled with amounts not considered gross proceeds of the bonds (if that circumstance has not previously been communicated to us).
- A review or other inquiry by the IRS with respect to an issue of bonds.

The Client (District) has the option to terminate this Agreement within ninety days of providing notice to LLS Tax Solutions Inc. of its intent.

ACCEPTANCE

You understand that the arbitrage services, report and IRS forms described above are solely to assist you in meeting your requirements for federal income tax compliance purposes. This Engagement Letter constitutes the entire agreement between Client and LLS Tax with respect to this engagement, supersedes all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by the mutual written agreement of the Client and LLS Tax.

Please indicate your acceptance of this agreement by signing in the space provided below and returning a copy of this Engagement Letter to us. Thank you again for this opportunity to work with you.

Very truly yours,
LLS Tax Solutions Inc.

AGREED AND ACCEPTED:
Somerset Community Development District

By: Linda L. Scott
Linda L. Scott, CPA

By: _____
Print Name _____
Title _____
Date: _____

Tab 11

RESOLUTION 2026-04

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOMERSET
COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND
PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF
SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES OF PROCEDURE;
AND PROVIDING AN EFFECTIVE DATE**

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 (the “Board”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*.

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

SECTION 1. A Public Hearing will be held to adopt Rules of Procedure on August 6, 2026, at 2:00 p.m. (CDT), at the Somerset Conference Center, 215 Nonesuch Way, Alys Beach, Florida 32461.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 4th day of June 2026.

ATTEST:

**SOMERSET COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**RULES OF PROCEDURE
SOMERSET COMMUNITY DEVELOPMENT DISTRICT
RULE NO. _____**

EFFECTIVE AS OF _____, 2026

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Rule 1.0 General.

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

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

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

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

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

- (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled “**Record of Proceedings**,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation within the county or counties in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Votes Required. No Board member who is present at any meeting of the District Board at which an official decision, ruling, or other official act is to be taken or adopted may abstain from voting in regard to any such decision, ruling, or act; and a vote shall be recorded or counted for each such Board member present, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest under the provisions of s. 112.311, s. 112.313, or s. 112.3143 of the Florida Statutes.
- (7) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, “**voting conflict of interest**” shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member’s special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board’s

Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

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

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

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

Law Implemented: §§ 112.3143, 190.006, 190.007, 286.012, Fla. Stat.

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

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
- (a) Agenda packages for prior 24 months and next meeting;
 - (b) Official minutes of meetings, including adopted resolutions of the Board;
 - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
 - (d) Adopted engineer's reports;
 - (e) Adopted assessment methodologies/reports;
 - (f) Adopted disclosure of public financing;
 - (g) Limited Offering Memorandum for each financing undertaken by the District;
 - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
 - (i) District policies and rules;
 - (j) Fiscal year end audits; and
 - (k) Adopted budget for the current fiscal year.

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

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

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

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

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

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

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

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

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise authorized or required by statute or these Rules, at least seven (7) days', but not more than thirty (30) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation within the county or counties in which the District is located. A newspaper is deemed to be a newspaper of "**general circulation**" in the county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1) of the Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published as provide in Chapter 50 of the Florida Statutes, and such notice published consistent therewith shall satisfy the requirement to give at least seven (7) days' public notice as required herein. Each Notice shall state, as applicable:
 - (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (850) 629-0153. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District’s website at least seven (7) days prior to such meeting, hearing, or workshop.

- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any i) confidential and ii) confidential and exempt information, shall be available to the public at least seven (7) days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

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

Adjournment

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

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

the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

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

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

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

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

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

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

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules, in accordance with the requirements of Section 190.011(5) of the Florida Statutes, and Chapter 120 of the Florida Statutes, including but not limited to Section 120.81(2)(b) of the Florida Statutes. Rulemaking proceedings shall be deemed to have been initiated upon publication of a Notice of Rule Development by the District as required by Section 2 of this Rule. A “**rule**” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District. Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Requirements of a Rule. All District rules as drafted shall:
 - (a) Contain only one subject;
 - (b) Include readable language, meaning it avoids i) the use of obscure words and unnecessarily long or complicated constructions, and ii) the use of unnecessary technical or specialized language that is understood only by members of particular trades or professions;
 - (c) Be indefinite such that the rule does not include a provision whereby the rule, or a portion thereof, automatically expires or is repealed on a specific date or at the end of a specified period, unless otherwise expressly authorized by law; and
 - (d) Only incorporate material by reference in compliance with Section 120.54(1)(i) of the Florida Statutes.
- (3) Statement of Estimated Regulatory Costs. Before adopting, amending, or repealing any rule, other than an emergency rule, the District may prepare a statement of estimated regulatory costs (“**SERC**”) based on the factors set forth in Section 120.541(2) of the Florida Statutes. The District shall prepare a SERC for a proposed rule if in accordance with the requirements of Section 120.541(2) of the Florida Statutes if: i) the proposed rule will have an adverse economic impact on small business; or ii) the proposed rule is likely to directly or indirectly increase regulatory costs in excess of \$200,000 in the aggregate in the state within one (1) year after implementation of the rule.
- (4) Notice of Rule Development.

- (a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of a proposed rule (“**Notice of Rule Development**”) setting forth the following:
 - (i) the subject area to be addressed by rule development;
 - (ii) A short, plain explanation of the purpose and effect of the proposed rule;
 - (iii) The grant of rulemaking authority for the proposed rule;
 - (iv) The law being implemented;
 - (v) The proposed rule number; and
 - (vi) If available, either the preliminary text of the proposed rule and any incorporated documents, or a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft of such rule or documents.
- (b) The Notice of Rule Development shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the Notice of Rulemaking required by Section 5 of this Rule, and at least thirty-five (35) days prior to the intended action.

(5) Notice of Rulemaking.

- (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall provide notice of its intended action (the “**Notice of Rulemaking**”) setting forth the following:
 - (i) A short, plain explanation of the purpose and effect of the proposed rule;
 - (ii) The proposed rule number;
 - (iii) A summary of the proposed rule or amendment;
 - (v) The grant of rulemaking authority for the proposed rule;
 - (vi) The law being implemented or interpreted;
 - (vii) The name, e-mail address, and telephone number of the agency employee who may be contacted regarding the intended action;

- (viii) A concise summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, that describes the regulatory impact of the rule in readable language;
 - (ix) The District's website where the statement of estimated regulatory costs can be viewed, in its entirety, if one has been prepared;
 - (x) A statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice;
 - (xi) A statement as to whether, based on the SERC or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3) of the Florida Statutes;
 - (x) The date, time, and location of the public hearing on the proposed rule;
 - (xi) The name, address, and telephone number of the District contact person who can provide information about the public hearing; and
 - (xii) A reference to both the date on which and the place where the Notice of Rule Development required by Section 4 of this Rule appeared, except when the intended action is the repeal of a rule.
- (b) The Notice of Rulemaking shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days after the Notice of Rule Development required by Section 4 of this Rule, and at least twenty-eight (28) days prior to the intended action. If the Notice of Rulemaking is not published within one-hundred eighty (180) days of the publication of the Notice of Rule Development, then the District's Board shall approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.

- (c) The Notice of Rulemaking shall be mailed or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days before publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice of the District's rulemaking proceedings. Such persons must furnish a mailing address or e-mail address, and may be required to pay the cost of copying and mailing as applicable.
 - (d) As of the date of publication of the Notice of Rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the proposed rule, including all material proposed to be incorporated by reference.
- (6) Modification of Rules.
 - (a) Technical Changes.
 - (i) Prior to rule adoption, the District shall publish a notice of correction ("**Notice of Correction**") if any of the information that is required to be included in the Notice of Rulemaking, including technical changes that correct citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, is omitted or is incorrect. A Notice of Correction cannot be used to make substantive changes to the rule text. The Notice of Correction shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the intended action.
 - (ii) After rule adoption, a technical change to a rule may be approved at any time by the District. Promptly thereafter, a Notice of Correction shall be published by the District in the manner set forth in Section 6(a)(i) of this Rule.
 - (b) Substantive Changes.
 - (i) Prior to rule adoption, the District shall publish a notice of change ("**Notice of Change**") if there is any substantive change, other than a technical change that corrects citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, to a proposed rule, including any material incorporated by reference, or to a SERC. The Notice of Change must address a summary of the change and shall be published in a newspaper of general circulation within the county or counties in which the District is located at least twenty-one (21) days prior to the intended action. The Notice of Change shall also be sent to those persons set forth in Section 5(C) of this Rule that have made requests

of the District for advance notice of its rulemaking proceedings. Any substantive change must be either be:

1. Supported by the record of the public hearing held on the proposed rule;
2. In response to written materials submitted to the District; or
3. In response to an objection with the proposed rule by the District Board.

(ii) After rule adoption, a substantive change to a rule shall be effectuated by initiating rulemaking as set forth in this Rule.

(7) Withdrawal of Proposed Rules.

- (a) Prior to the adoption of a rule, the District may elect to withdraw the proposed rule in whole or in part. After a rule has become effective, the District may only amend or repeal the rule through initiating the rulemaking procedures set forth in this Rule.
- (b) Prior to the adoption of a rule, the District shall withdraw the proposed rule if the District has either failed to adopt such rule within one-hundred eighty (180) days of the publication of the Notice of Rule Development required by Section 4 of this Rule or to approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.
- (c) In the event of a withdrawal of a proposed rule, the District shall publish a notice (“**Notice of Rule Withdrawal**”) in a newspaper of general circulation within the county or counties in which the District is located, and shall provide notice to those persons set forth in Section 5(c) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings.
- (d) Within fifteen (15) days after the end of each calendar quarter, the District shall compile and post on its website a list of each failure to publish a Notice of Rulemaking within the timeframe prescribed by Section 5(b) of this Rule, which list shall include the information set forth in Section 120.54(3)(d)(7) of the Florida Statutes. The District is only required to provide such posting in any calendar quarter(s) in which there is an actual failure to timely publish a Notice of Rulemaking, if any.

(8) Rule Development Workshops.

- (a) Whenever requested in writing by any affected person, the District must conduct a rule development workshop prior to proposing rules for adoption for the purposes of rule development or information gathering for the preparation of the SERC, unless the Chairperson explains in writing why a workshop is unnecessary. The District may initiate a rule development workshop, but is not required to do so.
 - (b) If a workshop is held, the District must ensure that the person(s) responsible for preparing the rule and the SERC, if applicable, are available to explain the District's proposed rule and to respond to questions or comments regarding the rule being developed.
 - (c) The notice of any workshop shall be published in a newspaper of general circulation within the county or counties in which the District is located at least fourteen (14) days prior to the workshop setting forth the following:
 - (i) The place, date, and time of the workshop;
 - (ii) The subject area that will be addressed; and
 - (iii) The District Manager's contact information.
- (9) Petitions to Initiate Rulemaking.
- (a) All Petitions to Initiate Rulemaking Proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. District staff shall forward a copy of the petition to the District's Board within seven (7) days of its receipt.
 - (b) If the petition is directed to an adopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.
 - (c) If the petition is directed to an unadopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking, or ii) set a public hearing to consider whether the public interest is served adequately by the application of the proposed rule on a case-by-case basis, as contrasted with its formal adoption as a rule.
 - (i) If the District elects to hold a public hearing, notice of the public hearing ("**Notice of Rulemaking Petition Public Hearing**") shall be published in a newspaper of general circulation within the county

or counties in which the District is located. The public hearing shall be held by the District within thirty (30) days after publication of the Notice of Rulemaking Petition Public Hearing.

(ii) Not later than thirty (30) days following the date of the public hearing held pursuant to Section 9(c)(i) of this Rule, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.

1. If the District decides to initiate rulemaking it shall proceed with the rulemaking process as set forth in this Rule.

2. If the District decides to not initiate rulemaking or otherwise comply with the requested action, the District shall publish a statement of its reasons for not initiating rulemaking or otherwise complying with the requested action and of any changes it will make in the scope or application of the unadopted rule (the “**Notice of Denial of Rulemaking Petition**”). The Notice of Denial of Rulemaking Petition shall be published in a newspaper of general circulation within the county or counties in which the District is located.

(d) Nothing in this Rule shall be construed as requiring the District to adopt, amend, or repeal a rule as initiated by petition.

(10) Public Hearing.

(a) The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the Notice of Rulemaking, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. When a public hearing is held, the District shall ensure that staff is available to explain the proposed rule and to respond to questions or comments regarding the proposed rule. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.

(b) The District shall publish notice of the public hearing (“**Notice of Public Hearing**”) in a newspaper of general circulation within the county or counties in which the District is located, either in the text of the Notice of Rulemaking or in a separate publication at least seven (7) days before the

scheduled public hearing. The Notice of Public Hearing shall include the following information:

- (i) The date, time, and location of the public hearing; and
- (ii) The name, address, and telephone number of the District contact person who can provide information about the public hearing.

(11) Emergency Rule Adoption.

- (a) The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action or if the Legislature authorizes the District to adopt emergency rules. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District.
- (b) At the time or prior to the adoption of an emergency rule, the District shall post on its website a notice regarding its adoption of the emergency rule (the “**Notice of Emergency Rule**”) which includes the specific facts and reasons for finding an immediate danger to the public health, safety, or welfare and its reasons for concluding that procedure used is fair under the circumstances. The Notice of Emergency Rule shall thereafter be promptly published in a newspaper of general circulation within the county or counties in which the District is located, and shall include the following information:
 - (i) The full text of the rule(s); and
 - (ii) The District’s findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.
- (c) An emergency rule shall be effective immediately upon adoption by the District, or on a date less than twenty (20) days thereafter if specified in the emergency rule if the District finds that a later effective date is necessary because of immediate danger to the public health, safety, or welfare. An emergency rule may not be effective for a period of more than ninety (90) days after adoption and may not be renewable, unless the District has initiated rulemaking to adopt rules addressing the subject of the emergency rule and either i) a challenge to the proposed rules has been filed and remains pending or ii) the proposed rules are awaiting ratification by the Legislature, if applicable. Nothing in this paragraph prohibits the District from adopting a rule identical to the emergency rule through the non-emergency rulemaking procedures set forth in this Rule.

- (i) If an emergency rule is being renewed in accordance with Section 11(d) of this Rule, notice of the renewal of the emergency rule (the “**Notice of Renewal of Emergency Rule**”) shall be published before the expiration of the existing emergency rule. The Notice of Renewal of Emergency Rule shall be published in a newspaper of general circulation within the county or counties in which the District is located and shall include the specific facts and reasons for such renewal.
 - (ii) For emergency rules with an effective period of longer than ninety (90) days which are intended to replace an existing rule, the Rulemaking Record for the existing rule, as required by Section 13 of this Rule, shall specifically identify the emergency rule that is intended to supersede the existing rule as well as the date that the emergency rule was adopted by the District.
 - (d) The District may supersede an emergency rule in effect through the adoption of another emergency rule before the superseded rule expires. The District shall post on its website and publish a Notice of Emergency Rule, in accordance with Section 11(b) of this Rule, identifying the reason for adopting the superseding rule. The superseding rule shall not be in effect longer than the duration of the effective period of the superseded rule.
 - (e) The District may make technical changes to an emergency rule within the first seven (7) days after the rule is adopted, and such changes shall be published in a Notice of Correction as set forth in Section 6(a) of this Rule.
 - (f) The District may repeal an emergency rule before it expires by publishing a notice (“**Notice of Repeal of Emergency Rule**”) in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Repeal of Emergency Rule shall include the following information:
 - (i) The full text of the emergency rule and a summary thereof;
 - (ii) The rule number; and
 - (iii) A short and plain explanation as to why the conditions specified in the Notice of Emergency Rule no longer require the emergency rule.
- (12) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation within the county or counties in which the District is located.

(13) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record (“**Rulemaking Record**”) which shall be on file with the District at least twenty-one (21) days prior to the proposed adoption date of the rule. The Rulemaking Record shall include, as applicable:

- (a) A copy of the rule;
- (b) Any material incorporated by reference in the rule;
- (c) A detailed written statement of the facts and circumstances justifying the proposed rule;
- (d) Any SERC for the rule, if required by Section 120.54(3)(b)1. of the Florida Statutes or otherwise prepared, and any information created or used by the District in determining whether a SERC is required;
- (e) A statement of the extent to which the proposed rule relates to federal standards on rules on the same subject;
- (f) The Notice of Rule Development, Notice of Rulemaking, and notice(s) of any workshops held pursuant to Section 8 of this Rule; and
- (g) If an emergency rule is intended to supersede an existing rule, the emergency rule number and the date that the emergency rule was adopted by the District.

(14) Petitions to Challenge Rules.

- (a) Any person substantially affected by a proposed or existing rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District’s authority.
 - (i) A petition alleging the invalidity of a proposed rule shall be filed within twenty-one (21) days after the date of publication of Notice of Rulemaking, within ten (10) days after the final public hearing is held on the proposed rule; within twenty (20) days after the SERC or revised SERC has been prepared and made available as provided in Section 120.541(1)(d) of the Florida Statutes, if applicable; or within twenty (20) days after the date of publication of the Notice of Rule Withdrawal required by Section 7(c) of this Rule.
 - (ii) A petition alleging the invalidity of an existing rule may be filed at any time during which the rule is in effect.
- (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation

of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a proposed or existing rule is substantially affected by it. A person who is not substantially affected by the proposed rule as initially noticed, but who is substantially affected by the rule as a result of a change, may challenge any provision of the resulting proposed rule.

- (c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, or seven (7) days if the challenge relates to an emergency rule, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, or fourteen (14) days if the challenge relates to an emergency rule, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) At the hearing, the petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (e) Hearings held under this section shall be de novo in nature. For proposed rules, the petitioner has the burden to prove by a preponderance of the evidence that it would be substantially affected by the proposed rule, and the District has the burden to prove by a preponderance of the evidence that the proposed rule is not an invalid exercise of delegated legislative authority as to the objections raised. For existing rules, the petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. During the hearing, the hearing officer may:
 - (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.

- (f) Within thirty (30) days after the hearing, or fourteen (14) days of the challenge relate to an emergency rule, the hearing officer shall render a decision and state the reasons therefor in writing. The hearing officer's order shall be considered final agency action. The hearing officer may declare all or part of a proposed or existing rule invalid. For a proposed rule, the proposed rule or provision thereof declared invalid shall not be adopted unless the decision of the hearing officer is reversed on appeal. In the event part of a proposed rule is declared invalid, the District may, in its sole discretion, withdraw the proposed rule in its entirety. For an existing rule, the rule or part thereof declared invalid shall become void when the time for filing an appeal expires. In the event that a proposed or existing rule has been declared invalid in whole or part, the District shall promptly publish notice of such occurrence published in a newspaper of general circulation within the county or counties in which the District is located.
- (15) Variances and Waivers. A “**variance**” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “**waiver**” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, “**substantial hardship**” means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, “**principles of fairness**” are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
- (b) A person who is subject to regulation by a District rule may file a petition with the District, requesting a variance or waiver from the District's rule. Each petition shall specify:
- (i) The rule from which a variance or waiver is requested;
- (ii) The type of action requested;
- (iii) The specific facts that would justify a waiver or variance for the petitioner; and
- (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.

- (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
- (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action. The District shall maintain a record of the type and disposition of each petition filed.
- (16) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings.

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

Law Implemented: §§ 120.54, 120.542, 120.5435, 120.56, 120.81(2), 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

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

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

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

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

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

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

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

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

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

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Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

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

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

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

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

(4) Competitive Selection.

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

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

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

- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

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

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. “**Auditing Services**” means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

- (1) Establishment of Auditor Selection Committee. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee (“**Committee**”), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.
- (2) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
 - (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

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

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

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

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

- (3) **Public Announcement.** After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (2) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (4) **Request for Proposals.** The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals, which may be submitted either electronically or via hard copy as determined by the District and provided for in the RFP. For the avoidance of doubt, the Proposals shall not be required to be publicly opened at the date, time, and place provided for in the RFP relative to the submission of Proposals.

- (5) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (2)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (6) Board Selection of Auditor.
- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
 - (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
 - (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
 - (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is

reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

- (7) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (8) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the RFP. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

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

Rule 3.3 Purchase of Insurance.

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

premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

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

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

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

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.
- (j) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (k) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(2) Suspension, Revocation, or Denial of Qualification

- (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor’s pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
 - (i) One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
 - (ii) Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
 - (iii) The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
 - (iv) The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
 - (v) The vendor’s qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the

subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.

- (vi) The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- (vii) The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
- (viii) The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
- (ix) The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
- (x) The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
- (xi) An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
- (xii) The vendor or affiliate(s) has been convicted of a contract crime.
 - 1. The term "**contract crime**" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 - 2. The term "**convicted**" or "**conviction**" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of

record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.
- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

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

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

Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

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

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

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

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

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

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

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (k) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board

with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (1) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or

- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

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

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Rule 3.6 Construction Contracts, Design-Build.

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

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation within the county in which the project is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

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

be considered ineligible by the District to submit a bid, response, or proposal for a District project.

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

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

the Board meeting where the proposals were evaluated if so provided for in the Design Criteria Package. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.

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

- (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
- (5) Exceptions. This Rule is inapplicable when:
- (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

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

Rule 3.7 Payment and Performance Bonds.

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

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

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

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

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

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

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

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

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which

may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

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

Rule 3.9 Maintenance Services.

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

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

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

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

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

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

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.

Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

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Rule 3.10 Contractual Services.

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

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

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

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

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

(1) Filing.

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

awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount and form of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

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

(d) Enter orders; and

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

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

- (5) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (6) Judicial Review. A party who is adversely affected by final District action is entitled to judicial review. Judicial review shall be sought in the county where the District is located. All proceedings shall be instituted by filing a notice of appeal or petition for review in accordance with the Florida Rules of Appellate Procedure within thirty (30) calendar days after the rendition of the decision being appealed. The filing of an appeal does not itself stay enforcement of the final District decision. Judicial review of any District action shall be confined to the record transmitted. The record for judicial review shall be compiled in accordance with the Florida Rules of Appellate Procedure. Failure to file a notice of appeal or petition for review within the time prescribed herein shall constitute a waiver of judicial review proceedings.
- (7) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (8) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 120.69(2)(a), 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective _____, 2026, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

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

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Tab 12

FIRST AMENDMENT TO SALT SYSTEM MAINTENANCE SERVICES AGREEMENT

THIS FIRST AMENDMENT is made and entered into effective as of the ____ day of _____ 2026, by and between ("**Fourth Amendment**"):

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

JOTTIS, LLC, D/B/A AQUA PRO WATER SYSTEMS, a Florida limited liability company, with a mailing address of 17710 Beach Park Trail, Suite 102, Panama City Beach, Florida 32413 ("**Contractor**").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District and Contractor (the "**Parties**"), previously entered into that certain *Agreement between the Somerset Community Development District and Aqua Pro Water Systems for Salt System Maintenance Services*, dated February 7, 2025 (the "**Agreement**"); and

WHEREAS, pursuant to Section 16 of the Agreement, the Parties wish to amend the Agreement in order to increase the frequency of the services provided under the Agreement and adjust the compensation for same; and

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

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

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

SECTION 2. The Agreement is hereby amended to increase the frequency of the services provided pursuant to the Agreement from annual to quarterly and to adjust the compensation for same, all as identified in Contractor's proposal attached hereto as **Exhibit A**.

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

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

Attest:

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Attest:

JOTTIS, LLC, D/B/A AQUA PRO WATER SYSTEMS

Witness

By: _____

Its: _____

Exhibit A: Proposal

EXHIBIT A



Agreement Date: _____
PO Number: _____

MAINTENANCE AGREEMENT

This agreement is entered into by and among/between:

Service Provider	Buyer
Name: <u>Aqua Pro Water Systems</u>	Name: <u>Somerset CDD</u>
Point Of Contact: <u>Keely Sauers</u>	Point Of Contact: <u>Kim O'Mera</u>
Address: <u>17710 Beach Park Trail, Ste 102</u>	Address: <u>9581 East County Highway 30A</u>
City: <u>Panama City Bch</u> State: <u>FL</u> Zip: <u>32413</u>	City: <u>Alys Beach</u> State: <u>FL</u> Zip: <u>32461</u>
Email: <u>billingsaquaprows.com</u>	Email: <u>komeraerizzetta.com</u>
Phone: <u>850-250-3907 x1</u>	Phone: <u>850-334-9055 Ext. 0153</u>

Each Service Provider and Buyer may be referred to in this agreement individually as "Party" and collectively "Parties"

TERMS AND PAYMENT SCHEDULE

Commercial ☒ Residential ☐ Tax Exempt: Yes ☒ No ☐
Payment Terms: Time Of Service ☐ NET 30 ☒ NET 90 ☐

Payment on file by means of credit/debit card is required unless stated otherwise in this agreement. Aqua Pro Water Systems reserves the right to pause any deliveries and/or maintenance if account balance exceeds **\$2,500** and/or invoices reach 90 days past due unless other payment terms have been agreed upon by both parties. Invoices past due by 90 days or more are subject to a 10% monthly late fee.

SERVICES

Buyer agrees to grant Aqua Pro access to property at any given time for deliveries and/or maintenance. Aqua Pro agrees to provide and Buyer agrees to purchase the following services:

Services	Price	Interval
Salt Delivery	\$15 Delivery + .30 per pound of salt	Twice a week per well
Tune Up	\$405 per well (\$1,620 total)	Quarterly
Service Call	\$250 dispatch fee + labor & materials	As needed

All service prices are subject to change at anytime with no prior notice being given to Buyer. Salt Deliveries are automatically scheduled based on Buyer's usage. No notice will be given prior to delivery. Intervals can/will be adjusted without notice based on Buyer's usage. Annual Tune Ups are scheduled automatically based on installation dates. Buyer's approval is required for any services outside of this agreement, an estimate will be sent for approval before any work is done.



17710 Beach Park Trail, Ste 102
Panama City Beach FL, 32413
850-250-3907 x1

MAINTENANCE TERMS

TERM AND TERMINATION

This Agreement shall commence once signed and shall automatically renew monthly under the same terms and conditions. This Agreement shall remain in full force and effect until formal written notice of cancellation is received by either party. Buyer is responsible for any outstanding invoices for completed services prior to cancellation.

BINDING EFFECT AND PERSONNEL CHANGES

This Agreement is a contract between Jottis LLC dba Aqua Pro Water Systems and Somerset Community Development District. The validity and enforceability of this Agreement shall not be affected by changes in personnel, including, but not limited to, the resignation, termination, or replacement of the original individual signatory. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

TAXES AND FEES

The Buyer agrees to pay by due date all taxes, fees, and penalties relating to the services listed in this agreement.

LIABILITY

Aqua Pro will not be held liable for any damages to grass, plants, or exterior landscaping arising from the delivery or use of salt provided by Aqua Pro Water Systems & Associates.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state of Buyer's service address.

ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter herein. By signing this agreement, Buyer acknowledges that they have read, understood, and agree to the terms and conditions of this Agreement.

Buyer's/P.O.C Name: _____

Buyer's Signature: _____

Date Signed: _____

For use by Aqua Pro Water Systems Only

If Payment on File is **not** required:

Authorizer's Name: **Keely Sauers**

Authorizer's Signature: *Keely Sauers*

Tab 13

A wide, cobblestone-paved street in a residential area. On the left, there are white buildings with green shutters and a small black lantern-style light fixture. On the right, there are white buildings, palm trees, and a small landscaped area with green grass and white planters. The street is paved with dark grey cobblestones and has a circular manhole cover in the center. The sky is clear blue.

SOMERSET CDD

STORMWATER OPERATION & MAINTENANCE RESTORATION REPORT



SOMERSET COMMUNITY DEVELOPMENT DISTRICT

STORMWATER OPERATION & MAINTENANCE RESTORATION REPORT

PREPARED FOR:

SOMERSET COMMUNITY DEVELOPMENT DISTRICT
120 RICHARD JACKSON BLVD, SUITE 220
PANAMA CITY BEACH, FLORIDA 32407

PREPARED BY:

INNERLIGHT ENGINEERING CORPORATION
11490 EMERALD COAST PARKWAY, SUITE 2W
MIRAMAR BEACH, FLORIDA 32550

DATE: MAY 22, 2026

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1.0 Introduction

This chapter establishes the scope, methodology, and limitations of the ***Stormwater Operation & Maintenance Restoration Program*** for the stormwater management system within the Somerset Community Development District (CDD). This report builds upon the findings documented in the ***Stormwater Initial Conditions Report*** and provides a phased approach for addressing observed maintenance and restoration needs.

This Restoration Program is intended to support the Somerset CDD in planning, budgeting, and implementing stormwater system maintenance and restoration activities. The recommendations presented herein are intended to provide a practical framework for addressing identified deficiencies, improving system maintainability, and supporting transition into the routine inspection and maintenance program established in the ***Stormwater Operation & Maintenance Plan***.

1.1. Scope

This report provides a restoration program based on the findings of the ***Stormwater Initial Conditions Report***. The scope includes identification of recommended maintenance and restoration activities, structure access needs, structural monitoring recommendations, and phased implementation strategies intended to support budgeting by the Somerset CDD.

The Restoration Program focuses on restoration priorities associated with stormwater structures, conveyance piping, exfiltration systems, swales, outlet control structures, and related stormwater infrastructure. The recommendations are intended to provide a practical approach for addressing priority items first, followed by phased system cleaning and restoration over multiple budget cycles.

This report is not intended to serve as final construction documents, technical specifications, or a comprehensive subsurface investigation. Additional evaluation may be required prior to implementation of certain corrective actions.

1.2. Methodology

The recommendations presented in this report were developed through review of the ***Stormwater Initial Conditions Report***, the ***Stormwater Operation & Maintenance Plan***, available stormwater system documentation, and engineering evaluation of observed system conditions.

Observed conditions were reviewed to identify practical maintenance and restoration needs. Consideration was given to functional condition ratings, structural condition ratings, sediment accumulation, accessibility limitations, observed water levels, and the ability of stormwater components to continue functioning as intended.

Recommendations were grouped to support phased budgeting and implementation. Priority was generally assigned to observed conditions requiring corrective maintenance, structures that could not be inspected due to access limitations, components with reduced functional condition ratings, and structures requiring continued monitoring.

1.3. Limitations of Evaluation

This report is based on information available at the time of preparation, including visual observations documented in the ***Stormwater Initial Conditions Report***. The evaluation was not based on excavation, structural testing, infiltration testing, or comprehensive subsurface investigation.

Certain structures were inaccessible or unable to be located during the initial inspection process due to sediment, vegetation, surface obstructions, buried lids, or other access limitations. Recommendations related to these structures are intended to support future access restoration and verification.

The recommendations presented in this report are intended to assist the Somerset CDD with budgeting and prioritization. Actual maintenance and restoration needs may vary based on field conditions encountered during implementation. Additional deficiencies may be identified once structures are accessed, cleaned, or further evaluated.

Opinions of probable cost, where provided, are intended for planning and budgeting purposes only. Actual costs may vary based on contractor pricing, field conditions, access constraints, material availability, construction activity, and the final scope of work authorized by the District.

2.0 Stormwater System and Initial Findings Summary

This chapter provides a general summary of the stormwater management system and the initial inspection findings used to support this report.

Detailed descriptions of system components, design intent, and stormwater facility configurations are provided in the ***Stormwater Operation & Maintenance Plan***. Detailed inspection observations, condition ratings, and structure-specific findings are provided in the ***Stormwater Initial Conditions Report***. This report references those documents and focuses on recommended maintenance, restoration, budgeting, and implementation planning.

2.1. Stormwater Management Phases

For consistency with the ***Stormwater Operation & Maintenance Plan*** and the ***Stormwater Initial Conditions Report***, the stormwater system has been organized into distinct management phases. These phases represent groupings of stormwater infrastructure that generally function as interconnected drainage systems within the development.

The following phases are included within this Restoration Program:

- County Road 30A
- Phase 1A
- Phase 2A
- Phase 2B
- Phase 3
- Phase 4
- Blocks J, K, L, & M

The phase delineations generally follow the original development and construction documentation and are used throughout this report to organize recommendations, implementation sequencing, and future maintenance planning. While presented individually, these phases are hydraulically interconnected in certain areas and may function as part of a larger integrated system.

2.2. Initial Findings Summary

The ***Stormwater Initial Conditions Report*** documented the observed condition of accessible stormwater infrastructure within the Somerset CDD. The initial inspection identified varying levels of maintenance and restoration needs throughout the system.

Many observed deficiencies appear to be associated with sediment accumulation, debris, restricted access, or localized structure conditions. Accordingly, the Restoration Program focuses first on targeted maintenance, cleaning, accessibility improvements, and field verification. Following completion of the initial priority work, the program recommends a phased catch-up cleaning and restoration effort before transitioning into routine operation and maintenance.

Certain structures were inaccessible, obstructed, buried, or unable to be verified during the initial inspection. These structures should be located, accessed, inspected, and documented as part of the initial priority maintenance and restoration activities described in this report.

The ***Stormwater Initial Conditions Report*** should remain the primary reference for detailed condition ratings, individual structure observations, and phase-specific inspection results.

3.0 Operation and Maintenance Restoration Program

This chapter outlines the recommended ***Stormwater Operation & Maintenance Restoration Program*** for the stormwater management system. The program is intended to build upon the findings documented in the ***Stormwater Initial Conditions Report*** and provide a framework for addressing observed maintenance and restoration needs over time.

The stormwater management system was generally observed to be functioning as intended, with varying levels of maintenance and restoration needs identified throughout the system. The recommendations contained in this chapter are intended to proactively address observed deficiencies, improve long-term maintainability, preserve existing system function, and support the transition into a sustainable routine operation and maintenance program.

3.1. Program Objectives

The primary objective of the ***Stormwater Operation & Maintenance Restoration Program*** is to provide a phased approach for addressing observed stormwater system deficiencies while maintaining flexibility for future budgeting and implementation.

The program is intended to accomplish the following objectives:

- Establish initial priority maintenance and restoration activities to address critical conditions, poor functional conditions, high sediment accumulation, inaccessible structures, and other items requiring near-term attention.
- Develop a phased system cleaning and restoration strategy that can be implemented over multiple budget cycles to bring the system into a maintainable condition suitable for transition into routine operation and maintenance.
- Establish a structural monitoring approach for structures exhibiting cracking, deterioration, settlement, or other structural concerns.
- Develop a comprehensive system inspection program.
- Define the general transition from restoration activities into the routine inspection and maintenance program established in the ***Stormwater Operation & Maintenance Plan***.

The recommended approach is intended to be adaptable. As maintenance and restoration activities are completed, additional field observations may be obtained that refine the scope, sequence, and priority of future work. This approach will address immediate needs while maintaining flexibility to adjust future efforts based on available funding, observed system performance, and field conditions encountered during implementation.

3.2. Initial Priority Maintenance and Restoration Activities

The initial priority maintenance and restoration activities represent the recommended starting point for the Somerset CDD. These activities are intended to address the most apparent maintenance needs first, improve access to unverified portions of the stormwater system, and document conditions after initial corrective work is completed.

The initial priority effort should be implemented as a system-wide effort rather than a phase-by-phase rehabilitation program. This allows the Somerset CDD to address isolated deficiencies across the stormwater system without committing to full rehabilitation of any individual phase before the highest-priority maintenance items are addressed.

The recommended initial priority effort should include:

- Pipe segments with Critical or Poor functional condition ratings.
- Structures associated with Critical or Poor functional pipe segments.
- Remaining structures with Critical or Poor functional condition ratings.
- Structures that were inaccessible, obstructed, buried, or unable to be verified during the Initial Conditions Report.
- Post-maintenance inspection and documentation to confirm completed work and refine future priorities.

Many observed deficiencies appear to be maintenance-related, particularly where sediment accumulation within structures or sumps may have contributed to reduced pipe visibility or apparent restriction at pipe openings. Therefore, the initial effort should focus primarily on cleaning, access restoration, and field verification before assuming that more extensive structural rehabilitation is required.

Where pipe segments have Critical or Poor functional condition ratings, the affected pipe segments should generally be jetted first, with accumulated sediment and debris directed toward adjacent stormwater structures where it can be removed by vacuum equipment. The structures on both sides of the affected pipe segment should be vacuumed where accessible to remove accumulated sediment and debris from the structure bottom, sump, and pipe openings.

Separately, structures with Critical or Poor functional condition ratings should also be vacuumed even where the connected pipe segments are not rated Critical or Poor. This approach allows the Restoration Program to address both pipe-related restrictions and structure-specific sediment accumulation.

Critical or Poor functional pipe segments located within or adjacent to active construction areas remain included in the base initial priority quantities for budgeting purposes. However, the timing of cleaning, jetting, or restoration work in those areas should be coordinated with ongoing or future construction activities to avoid duplicative work or re-cleaning of infrastructure that may be impacted by construction.

The following table summarizes the base initial priority maintenance and restoration quantities.

ITEM NUMBER	RECOMMENDED ACTION	QUANTITY
1	JET CRITICAL/POOR FUNCTIONAL PIPE SEGMENTS	2,892 LF
1.1	VACUUM STRUCTURES AND SUMPS ASSOCIATED WITH THE CRITICAL/POOR FUNCTIONAL PIPE SEGMENTS	97 EA
2	VACUUM REMAINING STRUCTURES AND SUMPS WITH CRITICAL/POOR FUNCTIONAL CONDITION RATINGS NOT INCLUDED IN ITEM 1.1	2 EA
3	LOCATE, EXPOSE, ACCESS, INSPECT, AND DOCUMENT INACCESSIBLE OR UNVERIFIED STRUCTURES	60 EA
4	PERFORM POST-MAINTENANCE INSPECTION DOCUMENTATION	99 EA

Table 3.2:1 – Initial Priority Maintenance and Restoration Quantities

Completion of these activities will allow the District to address the most apparent maintenance needs, improve the completeness of the stormwater system inventory, and determine whether additional restoration is warranted in specific locations.

In addition to the base initial priority effort, isolated locations with potential pipe concerns should be carried as conditional items. These locations do not require immediate pipe replacement based on the initial observations; however, future investigation or repair may be warranted if conditions worsen or if additional deficiencies are confirmed.

The following table summarizes conditional pipe investigation and repair allowances. These items are presented separately from the base initial priority work to distinguish between recommended near-term maintenance and optional or conditional repair allowances.

ITEM NUMBER	RECOMMENDED ACTION	QUANTITY
1	FUTURE INVESTIGATION OF POSSIBLE PIPE FAILURES (CCTV)	90 LF
2	PIPE FAILURE REPAIR/REPLACEMENT	90 LF

Table 3.2:2 - Conditional Pipe Investigation and Repair Quantities

System-wide closed-circuit television (CCTV) inspection is not recommended as part of the initial restoration program due to cost considerations and the generally functional condition of the system. However, limited additional investigation may be warranted in isolated locations where recurring issues, suspected pipe concerns, or unresolved restrictions are observed during maintenance activities. In many cases, direct field observation by the District Engineer or designated representative following cleaning or restoration may provide sufficient verification at a lower cost.

3.3. Phased System Maintenance and Restoration Strategy

Following completion of the initial priority maintenance and restoration activities described in **Section 3.2**, we recommend the implementation of a phased system cleaning and restoration strategy. This effort is intended to function as a short-term catch-up program to address remaining maintenance needs before the system transitions into the routine inspection and maintenance program established in the ***Stormwater Operation & Maintenance Plan***.

The phased system cleaning and restoration strategy should focus primarily on remaining structures and pipe segments with Fair functional condition ratings. This approach is intended to address remaining observed maintenance needs in a practical and cost-conscious manner without requiring unnecessary full-system rehabilitation.

Because much of the stormwater system was observed to be in Good or Excellent condition, full-system jetting is not recommended as the first response in all areas. Instead, cleaning should be targeted based on observed condition ratings, sediment accumulation, and field conditions encountered during implementation. Pipe jetting should generally be prioritized where sediment accumulation extends into pipe openings, where pipe segments appear partially obstructed, or where continued restriction is observed after structure and sump cleaning.

The phased system maintenance and restoration strategy is recommended to be implemented as funding allows, with the goal of completing the work within approximately three years. This timeframe provides the Somerset CDD with a manageable approach for budgeting and implementation while maintaining flexibility to adjust the work based on construction activity, observed field conditions, and District priorities.

Following completion of the initial priority effort, the remaining phased maintenance and restoration work should generally be sequenced based on construction status, observed maintenance needs, geographic efficiency, and the ability to avoid duplicative work. Areas that are substantially complete and less likely to be impacted by future construction should generally be prioritized before areas where construction activity remains ongoing or anticipated.

Based on these considerations, the recommended phase order for the catch-up maintenance and restoration program is as follows:

RECOMMENDED ORDER	STORMWATER MANAGEMENT PHASE	GENERAL RECOMMENDATION
1	PHASE - 1A	PRIORITIZE EARLY DUE TO LIMITED ANTICIPATED CONSTRUCTION CONFLICT AND OBSERVED MAINTENANCE NEEDS
2	PHASE - BLOCKS J,K,L,& M	PRIORITIZE EARLY DUE TO LIMITED ANTICIPATED CONSTRUCTION CONFLICT AND GEOGRAPHIC PROXIMITY TO PHASE - 1A
3	PHASE - 2A	PRIORITIZE EARLY DUE TO LIMITED CONSTRUCTION ACTIVITY AND PROXIMITY TO NORTHERN PHASES
4	PHASE - 2B	GENERALLY LIMITED IN SIZE AND ANTICIPATED CONSTRUCTION CONFLICT
5	PHASE - 4	ADDRESS AFTER EARLIER PHASES, WITH COORDINATION AROUND REMAINING CONSTRUCTION ACTIVITY
6	PHASE - 3	PRIORITIZED LATER DUE TO PHASE SIZE AND ANTICIPATED CONSTRUCTION ACTIVITY
AS NEEDED	PHASE - COUNTY ROAD 30A	INCLUDE IF REMAINING MAINTENANCE NEEDS ARE IDENTIFIED, OTHERWISE ADDRESS THROUGH ROUTINE O&M

Table 3.3:1 - Recommended Phase Order for Catch-Up Maintenance and Restoration

County Road 30A may be included in the catch-up program if remaining maintenance needs are identified. However, based on the ***Stormwater Initial Conditions Report***, this area generally appeared to be in good condition and may be more appropriately addressed through routine O&M unless specific deficiencies warrant earlier action.

The following tables summarize the phased maintenance and restoration quantities.

PHASE - COUNTY ROAD 30A		
ITEM NUMBER	RECOMMENDED ACTION	QUANTITY
1	JET FAIR FUNCTIONAL PIPE SEGMENTS	25 LF
1.1	VACUUM STRUCTURES AND SUMPS ASSOCIATED WITH THE FAIR FUNCTIONAL PIPE SEGMENTS	2 EA
2	VACUUM REMAINING STRUCTURES AND SUMPS WITH FAIR FUNCTIONAL CONDITION RATINGS NOT INCLUDED IN ITEM 1.1	1 EA
3	PERFORM POST-MAINTENANCE INSPECTION DOCUMENTATION	3 EA

Table 3.3:2 - Phase (County Road 30A) Maintenance and Restoration Quantities

PHASE - 1A		
ITEM NUMBER	RECOMMENDED ACTION	QUANTITY
1	JET FAIR FUNCTIONAL PIPE SEGMENTS	1,852 LF
1.1	VACUUM STRUCTURES AND SUMPS ASSOCIATED WITH THE FAIR FUNCTIONAL PIPE SEGMENTS	17 EA
2	VACUUM REMAINING STRUCTURES AND SUMPS WITH FAIR FUNCTIONAL CONDITION RATINGS NOT INCLUDED IN ITEM 1.1	0 EA
3	PERFORM POST-MAINTENANCE INSPECTION DOCUMENTATION	17 EA

Table 3.3:3 - Phase (1A) Maintenance and Restoration Quantities

PHASE - 2A		
ITEM NUMBER	RECOMMENDED ACTION	QUANTITY
1	JET FAIR FUNCTIONAL PIPE SEGMENTS	944 LF
1.1	VACUUM STRUCTURES AND SUMPS ASSOCIATED WITH THE FAIR FUNCTIONAL PIPE SEGMENTS	18 EA
2	VACUUM REMAINING STRUCTURES AND SUMPS WITH FAIR FUNCTIONAL CONDITION RATINGS NOT INCLUDED IN ITEM 1.1	5 EA
3	PERFORM POST-MAINTENANCE INSPECTION DOCUMENTATION	23 EA

Table 3.3:4 - Phase (2A) Maintenance and Restoration Quantities

PHASE - 2B		
ITEM NUMBER	RECOMMENDED ACTION	QUANTITY
1	JET FAIR FUNCTIONAL PIPE SEGMENTS	106 LF
1.1	VACUUM STRUCTURES AND SUMPS ASSOCIATED WITH THE FAIR FUNCTIONAL PIPE SEGMENTS	4 EA
2	VACUUM REMAINING STRUCTURES AND SUMPS WITH FAIR FUNCTIONAL CONDITION RATINGS NOT INCLUDED IN ITEM 1.1	0 EA
3	PERFORM POST-MAINTENANCE INSPECTION DOCUMENTATION	4 EA

Table 3.3:5 - Phase (2B) Maintenance and Restoration Quantities

PHASE - 3		
ITEM NUMBER	RECOMMENDED ACTION	QUANTITY
1	JET FAIR FUNCTIONAL PIPE SEGMENTS	822 LF
1.1	VACUUM STRUCTURES AND SUMPS ASSOCIATED WITH THE FAIR FUNCTIONAL PIPE SEGMENTS	21 EA
2	VACUUM REMAINING STRUCTURES AND SUMPS WITH FAIR FUNCTIONAL CONDITION RATINGS NOT INCLUDED IN ITEM 1.1	19 EA
3	PERFORM POST-MAINTENANCE INSPECTION DOCUMENTATION	40 EA

Table 3.3:6 - Phase (3) Maintenance and Restoration Quantities

PHASE - 4		
ITEM NUMBER	RECOMMENDED ACTION	QUANTITY
1	JET FAIR FUNCTIONAL PIPE SEGMENTS	1,834 LF
1.1	VACUUM STRUCTURES AND SUMPS ASSOCIATED WITH THE FAIR FUNCTIONAL PIPE SEGMENTS	35 EA
2	VACUUM REMAINING STRUCTURES AND SUMPS WITH FAIR FUNCTIONAL CONDITION RATINGS NOT INCLUDED IN ITEM 1.1	2 EA
3	PERFORM POST-MAINTENANCE INSPECTION DOCUMENTATION	37 EA

Table 3.3:7 - Phase (4) Maintenance and Restoration Quantities

PHASE - BLOCKS J,K,L,&M		
ITEM NUMBER	RECOMMENDED ACTION	QUANTITY
1	JET FAIR FUNCTIONAL PIPE SEGMENTS	1,464 LF
1.1	VACUUM STRUCTURES AND SUMPS ASSOCIATED WITH THE FAIR FUNCTIONAL PIPE SEGMENTS	18 EA
2	VACUUM REMAINING STRUCTURES AND SUMPS WITH FAIR FUNCTIONAL CONDITION RATINGS NOT INCLUDED IN ITEM 1.1	2 EA
3	PERFORM POST-MAINTENANCE INSPECTION DOCUMENTATION	20 EA

Table 3.3:8 - Phase (Blocks J,K,L,&M) Maintenance and Restoration Quantities

This phased strategy allows the Somerset CDD to continue improving system maintainability over multiple budget cycles while avoiding unnecessary cleaning or restoration in areas that may be impacted by future construction. The annual amount of work may be adjusted based on available funding, construction timing, observed field conditions, and priorities established by the District.

At the completion of the three-year catch-up program, the stormwater system should be in a more maintainable condition and better positioned to transition into routine inspection and maintenance activities. Routine long-term maintenance, including recurring inspections and scheduled cleaning, should then be performed in accordance with the ***Stormwater Operation & Maintenance Plan***.

3.4. Structural Monitoring Recommendations

The ***Stormwater Initial Conditions Report*** identified certain stormwater structures with structural condition ratings of Fair or Poor. These ratings may be associated with visible cracking, deterioration, joint separation, settlement, frame/lid issues, or other observable structural concerns. Not all structures with Fair or Poor structural condition ratings require immediate replacement or major rehabilitation. However, structures exhibiting visible structural concerns should be monitored over time to determine whether conditions remain stable or continue to deteriorate.

The structural monitoring program is intended to provide a practical method for tracking observed structural concerns without assuming that immediate replacement is required. Monitoring should include structures with Fair or Poor structural condition ratings. Structures with Poor structural ratings should generally receive the highest level of attention during the annual monitoring effort; however, Fair-rated structures should also be documented to establish a baseline and determine whether observed conditions remain stable or worsen over time.

Structural monitoring should be performed annually. The annual inspection should include visual observation and photo or video documentation of the structure condition. Documentation should be compared to prior inspection photographs or videos to determine whether visible cracking, deterioration, displacement, settlement, or other structural concerns appear to be progressing.

Structural monitoring should generally include:

- Visual observation of the structure interior, where safely accessible.
- Photo or video documentation of observed cracks, deterioration, joints, walls, benches, inverts, frames, lids, and surrounding surface conditions.
- Comparison of current documentation to prior inspection photos or videos.
- Documentation of whether visible structural concerns appear stable or worsening.
- Recommendation for further evaluation if deterioration progresses or if the structure begins to affect system function or safety.

Structural monitoring should be limited to visual documentation and comparison over time. The monitoring effort is not intended to include structural testing, confined space entry beyond typical inspection procedures, crack measurement, or other intrusive evaluation. If visual monitoring indicates that a structure is deteriorating, becoming unsafe, or beginning to affect system function, the District Engineer should evaluate whether corrective maintenance, structural rehabilitation, or replacement is warranted.

The following table summarizes the number of structures that are recommended for structural monitoring activities.

ITEM NUMBER	RECOMMENDED ACTION	QUANTITY
1	PERFORM ANNUAL VISUAL INSPECTION WITH PHOTO OR VIDEO DOCUMENTATION AND COMPARE WITH PRIOR RECORDS	38 EA

Table 3.4:1 - Structural Monitoring Quantity (Annually)

This monitoring-based approach allows structures to be observed in a responsible manner while avoiding unnecessary immediate replacement of structures that may remain functional. If monitored conditions remain stable over time, those structures may continue to be observed through the routine O&M program.

3.5. Comprehensive System Inspections

Comprehensive system inspections provide future guidance and monitoring for the stormwater network, ensuring that the entire system is evaluated once every ten years. These annual comprehensive inspections remain separate from post-maintenance checks. While post-maintenance inspections verify the completion of active work, comprehensive inspections proactively assess areas of the system that are not currently undergoing maintenance.

Comprehensive system inspections should generally include:

- Visual observation of the structure interior, where safely accessible.
- Photo or video documentation of observed sediment, water level, pipe inverts, and other system conditions.
- Comparison of current documentation to prior inspection photos or videos.
- Documentation of whether functional concerns appear stable or worsening.
- Recommendation for further evaluation if functional system begins to progressively worsen.

The following table summarizes the number of structures that are recommended for comprehensive system inspections annually.

ITEM NUMBER	RECOMMENDED ACTION	QUANTITY
1	PERFORM ANNUAL VISUAL INSPECTION WITH PHOTO OR VIDEO DOCUMENTATION AND COMPARE WITH PRIOR RECORDS	60 EA

Table 3.5:1 - Comprehensive System Inspection Quantity (Annually)

3.6. Transition to Routine Operation and Maintenance

The **Stormwater Operation & Maintenance Restoration Program** is intended to serve as a transition between the **Stormwater Initial Conditions Report** and the long-term routine operation and maintenance program established in the **Stormwater Operation & Maintenance Plan**. The Restoration Program is intended to address accumulated maintenance needs, improve access to stormwater infrastructure, complete targeted cleaning and restoration activities, and establish monitoring procedures for structures with observed structural concerns.

Following completion of the initial priority maintenance and restoration activities, the three-year catch-up maintenance and restoration program, the establishment of the structural monitoring program, and the implementation of the comprehensive system inspections, the stormwater system should transition into the routine inspection and maintenance program outlined in the **Stormwater Operation & Maintenance Plan**.

The transition to routine operation and maintenance does not require that all stormwater components be restored to Excellent condition. Rather, the intent is to bring the system into a maintainable condition where significant deficiencies have been addressed, inaccessible structures have been verified or incorporated into future maintenance tracking, and recurring inspection and maintenance procedures are in place.

The system may be considered ready to transition into routine operation and maintenance when the following general conditions have been achieved:

- Initial priority maintenance and restoration activities have been completed or scheduled for corrective action.
- Critical and Poor functional condition components have been cleaned, restored, or otherwise evaluated.
- Previously inaccessible or unverified structures have been located, accessed, documented, or incorporated into a future action plan.
- Remaining Fair functional condition components and structures have been addressed through the phased catch-up cleaning and restoration program or incorporated into future maintenance tracking.
- Structures requiring continued structural monitoring have been identified and incorporated into the annual monitoring program.
- Maintenance activities, inspection results, and post-cleaning observations have been documented for future reference.
- A recurring inspection and maintenance schedule has been established in accordance with the Stormwater Operation & Maintenance Plan.

Following transition to routine operation and maintenance, the Somerset CDD should continue to evaluate stormwater system performance through recurring inspections, maintenance documentation, and comparison to prior inspection findings. Recurring deficiencies observed in the same locations should be evaluated to determine whether additional corrective maintenance or restoration is warranted.

Routine operation and maintenance activities should include ongoing inspections, structure cleaning, sediment and debris removal, vegetation management, outlet control structure inspection, swale maintenance, and targeted pipe cleaning where conditions warrant. These activities should be performed in accordance with the ***Stormwater Operation & Maintenance Plan*** and adjusted as needed based on observed system performance.

Routine operation and maintenance costs should be considered separately from the restoration costs identified in this report. The Opinion of Probable Cost should distinguish between near-term restoration costs, phased catch-up maintenance and restoration costs, structural monitoring costs, comprehensive system inspections, and future recurring O&M costs.

Once the system has transitioned into routine operation and maintenance, future inspections and maintenance activities should continue to be documented and retained by the Somerset CDD. These records should be used to evaluate recurring maintenance needs, support future budgeting, and confirm that the stormwater system continues to function as intended.

4.0 Opinion of Probable Cost

This chapter provides an Opinion of Probable Cost for the recommended maintenance, restoration, monitoring, and implementation activities identified in this report. The costs presented herein are intended to assist with the budgeting, planning, and prioritization of stormwater system restoration activities.

The Opinion of Probable Cost was developed using unit-cost assumptions applied to the quantities identified in **Chapter 3**.

The costs provided in this chapter are intended for planning and budgeting purposes only and should not be interpreted as contractor bids or guaranteed construction costs. Actual costs may vary based on contractor pricing, site access, construction activity, sediment volumes, disposal requirements, maintenance methods, equipment availability, and the final scope authorized by the Somerset CDD.

Routine long-term operation and maintenance costs should be considered separately from the restoration costs identified in this report. The Restoration Program is intended to address accumulated maintenance and restoration needs so that the system can transition into the routine inspection and maintenance program established in the ***Stormwater Operation & Maintenance Plan***.

4.1. Initial Priority Maintenance and Restoration Cost

The following table cost is based on the initial priority maintenance and restoration quantities identified in **Table 3.2:1**. These costs represent the recommended base initial effort for the Restoration Program.

ITEM NUMBER	RECOMMENDED ACTION	QUANTITY	UNIT COST	ESTIMATED COST
1	JET CRITICAL/POOR FUNCTIONAL PIPE SEGMENTS	2,892 LF	\$10 /LF	\$28,920
1.1	VACUUM STRUCTURES AND SUMPS ASSOCIATED WITH THE CRITICAL/POOR FUNCTIONAL PIPE SEGMENTS	97 EA	\$1000 /EA	\$97,000
2	VACUUM REMAINING STRUCTURES AND SUMPS WITH CRITICAL/POOR FUNCTIONAL CONDITION RATINGS NOT INCLUDED IN ITEM 1.1	2 EA	\$1000 /EA	\$2,000
3	LOCATE, EXPOSE, ACCESS, INSPECT, AND DOCUMENT INACCESSIBLE OR UNVERIFIED STRUCTURES	60 EA	\$350 /EA	\$21,000
4	PERFORM POST-MAINTENANCE INSPECTION DOCUMENTATION	99 EA	\$300 /EA	\$29,700
TOTAL COST				\$178,620

Table 4.1:1 - Initial Priority Maintenance and Restoration Cost

4.1.1. Conditional Pipe Investigation and Repair Cost

The following table is provided for conditional pipe investigation and repair items identified in **Section 3.2**. These costs may be included or excluded from the Restoration Program at the direction of the Somerset CDD.

These items should be considered separate from the base initial priority maintenance and restoration cost.

ITEM NUMBER	RECOMMENDED ACTION	QUANTITY	UNIT COST	ESTIMATED COST
1	FUTURE INVESTIGATION OF POSSIBLE PIPE FAILURES (CCTV)	90 LF	LS	\$2,500
2	PIPE FAILURE REPAIR/REPLACEMENT	90 LF	\$500 /LF	\$45,000
TOTAL COST				\$47,500

Table 4.1:2 - Conditional Pipe Investigation and Repair Cost

4.2. Phased Implementation Cost

The following table is based on the phased system maintenance and restoration quantities identified in **Section 3.3**. These costs represent the recommended multi-year effort to address remaining Fair functional components after completion of the initial priority maintenance and restoration activities.

PHASE - COUNTY ROAD 30A				
ITEM NUMBER	RECOMMENDED ACTION	QUANTITY	UNIT COST	ESTIMATED COST
1	JET FAIR FUNCTIONAL PIPE SEGMENTS	25 LF	\$10 /LF	\$250
1.1	VACUUM STRUCTURES AND SUMPS ASSOCIATED WITH THE FAIR FUNCTIONAL PIPE SEGMENTS	2 EA	\$1000 /EA	\$2,000
2	VACUUM REMAINING STRUCTURES AND SUMPS WITH FAIR FUNCTIONAL CONDITION RATINGS NOT INCLUDED IN ITEM 1.1	1 EA	\$1000 /EA	\$1,000
3	PERFORM POST-MAINTENANCE INSPECTION DOCUMENTATION	3 EA	\$300 /EA	\$900
TOTAL COST				\$4,150

Table 4.2:1 - Phase (County Road 30A) Maintenance and Restoration Cost

PHASE - 1A				
ITEM NUMBER	RECOMMENDED ACTION	QUANTITY	UNIT COST	ESTIMATED COST
1	JET FAIR FUNCTIONAL PIPE SEGMENTS	1,852 LF	\$10 /LF	\$18,520
1.1	VACUUM STRUCTURES AND SUMPS ASSOCIATED WITH THE FAIR FUNCTIONAL PIPE SEGMENTS	17 EA	\$1000 /EA	\$17,000
2	VACUUM REMAINING STRUCTURES AND SUMPS WITH FAIR FUNCTIONAL CONDITION RATINGS NOT INCLUDED IN ITEM 1.1	0 EA	\$1000 /EA	\$0
3	PERFORM POST-MAINTENANCE INSPECTION DOCUMENTATION	17 EA	\$300 /EA	\$5,100
TOTAL COST				\$40,620

Table 4.2:2 - Phase (1A) Maintenance and Restoration Cost

PHASE - 2A				
ITEM NUMBER	RECOMMENDED ACTION	QUANTITY	UNIT COST	ESTIMATED COST
1	JET FAIR FUNCTIONAL PIPE SEGMENTS	944 LF	\$10 /LF	\$9,440
1.1	VACUUM STRUCTURES AND SUMPS ASSOCIATED WITH THE FAIR FUNCTIONAL PIPE SEGMENTS	18 EA	\$1000 /EA	\$18,000
2	VACUUM REMAINING STRUCTURES AND SUMPS WITH FAIR FUNCTIONAL CONDITION RATINGS NOT INCLUDED IN ITEM 1.1	5 EA	\$1000 /EA	\$5,000
3	PERFORM POST-MAINTENANCE INSPECTION DOCUMENTATION	23 EA	\$300 /EA	\$6,900
TOTAL COST				\$39,340

Table 4.2:3 - Phase (2A) Maintenance and Restoration Cost

PHASE - 2B				
ITEM NUMBER	RECOMMENDED ACTION	QUANTITY	UNIT COST	ESTIMATED COST
1	JET FAIR FUNCTIONAL PIPE SEGMENTS	106 LF	\$10 /LF	\$1,060
1.1	VACUUM STRUCTURES AND SUMPS ASSOCIATED WITH THE FAIR FUNCTIONAL PIPE SEGMENTS	4 EA	\$1000 /EA	\$4,000
2	VACUUM REMAINING STRUCTURES AND SUMPS WITH FAIR FUNCTIONAL CONDITION RATINGS NOT INCLUDED IN ITEM 1.1	0 EA	\$1000 /EA	\$0
3	PERFORM POST-MAINTENANCE INSPECTION DOCUMENTATION	4 EA	\$300 /EA	\$1,200
TOTAL COST				\$6,260

Table 4.2:4 - Phase (2B) Maintenance and Restoration Cost

PHASE - 3				
ITEM NUMBER	RECOMMENDED ACTION	QUANTITY	UNIT COST	ESTIMATED COST
1	JET FAIR FUNCTIONAL PIPE SEGMENTS	822 LF	\$10 /LF	\$8,220
1.1	VACUUM STRUCTURES AND SUMPS ASSOCIATED WITH THE FAIR FUNCTIONAL PIPE SEGMENTS	21 EA	\$1000 /EA	\$21,000
2	VACUUM REMAINING STRUCTURES AND SUMPS WITH FAIR FUNCTIONAL CONDITION RATINGS NOT INCLUDED IN ITEM 1.1	19 EA	\$1000 /EA	\$19,000
3	PERFORM POST-MAINTENANCE INSPECTION DOCUMENTATION	40 EA	\$300 /EA	\$12,000
TOTAL COST				\$60,220

Table 4.2:5 - Phase (3) Maintenance and Restoration Cost

PHASE - 4				
ITEM NUMBER	RECOMMENDED ACTION	QUANTITY	UNIT COST	ESTIMATED COST
1	JET FAIR FUNCTIONAL PIPE SEGMENTS	1,834 LF	\$10 /LF	\$18,340
1.1	VACUUM STRUCTURES AND SUMPS ASSOCIATED WITH THE FAIR FUNCTIONAL PIPE SEGMENTS	35 EA	\$1000 /EA	\$35,000
2	VACUUM REMAINING STRUCTURES AND SUMPS WITH FAIR FUNCTIONAL CONDITION RATINGS NOT INCLUDED IN ITEM 1.1	2 EA	\$1000 /EA	\$2,000
3	PERFORM POST-MAINTENANCE INSPECTION DOCUMENTATION	37 EA	\$300 /EA	\$11,100
TOTAL COST				\$66,440

Table 4.2:6 - Phase (4) Maintenance and Restoration Cost

PHASE - BLOCKS J,K,L,&M				
ITEM NUMBER	RECOMMENDED ACTION	QUANTITY	UNIT COST	ESTIMATED COST
1	JET FAIR FUNCTIONAL PIPE SEGMENTS	1,464 LF	\$10 /LF	\$14,640
1.1	VACUUM STRUCTURES AND SUMPS ASSOCIATED WITH THE FAIR FUNCTIONAL PIPE SEGMENTS	18 EA	\$1000 /EA	\$18,000
2	VACUUM REMAINING STRUCTURES AND SUMPS WITH FAIR FUNCTIONAL CONDITION RATINGS NOT INCLUDED IN ITEM 1.1	2 EA	\$1000 /EA	\$2,000
3	PERFORM POST-MAINTENANCE INSPECTION DOCUMENTATION	20 EA	\$300 /EA	\$6,000
TOTAL COST				\$40,640

Table 4.2:7 - Phase (Blocks J,K,L,&M) Maintenance and Restoration Cost

4.3. Structural Monitoring Cost

The following table is based on the structural monitoring activities identified in **Section 3.4**. These costs represent the recommended annual monitoring effort for structures with Fair or Poor structural condition ratings.

Structural monitoring costs should be considered recurring costs and should be evaluated annually based on observed conditions and priorities established by the Somerset CDD. If Fair structural condition items remain stable over time, the monitoring program may be refined to focus primarily on Poor structural condition items or other structures exhibiting signs of continued deterioration, which may reduce future monitoring costs.

ITEM NUMBER	RECOMMENDED ACTION	QUANTITY	UNIT COST	ESTIMATED COST
1	PERFORM ANNUAL VISUAL INSPECTION WITH PHOTO OR VIDEO DOCUMENTATION AND COMPARE WITH PRIOR RECORDS	38 EA	\$300 /EA	\$11,400

Table 4.3:1 - Structural Monitoring Cost (Annually)

4.4. Comprehensive System Inspection Cost

The following table is based on the comprehensive system inspection quantities identified in **Section 3.5**. These costs represent the recommended annual inspection effort.

ITEM NUMBER	RECOMMENDED ACTION	QUANTITY	UNIT COST	ESTIMATED COST
1	PERFORM ANNUAL VISUAL INSPECTION WITH PHOTO OR VIDEO DOCUMENTATION AND COMPARE WITH PRIOR RECORDS	60 EA	\$300 /EA	\$18,000

Table 4.4:1 - Comprehensive System Inspection Cost (Annually)

4.5. Restoration Opinion of Probable Cost Summary

The following summary combines the items presented in the preceding sections to provide an overall cost summary for the Restoration Program. The summary is intended to distinguish between the initial priority maintenance and restoration cost, conditional pipe investigation and repair cost, phased system maintenance and restoration cost, recurring structural monitoring cost, and comprehensive system inspection cost.

OPINION OF PROBABLE COST SUMMARY			
CATEGORY	COST TYPE	DURATION	ESTIMATED TOTAL COST
INITIAL PRIORITY MAINTENANCE AND RESTORATION	ONE-TIME	1 YEAR	\$178,620
CONDITIONAL PIPE INVESTIGATION AND REPAIR	CONDITIONAL	AS-NEEDED	\$47,500
PHASED SYSTEM MAINTENANCE AND RESTORATION	PHASED	3 YEARS	\$257,670
STRUCTURAL MONITORING	ANNUAL	ONGOING	\$11,400/YR
COMPREHENSIVE SYSTEM INSPECTION (10% PER YEAR)	ANNUAL	ONGOING	\$18,000/YR

Table 4.5:1 - Opinion of Probable Cost

To support annual budgeting, the following table presents a preliminary annualized budget based on the recommended implementation durations. The initial priority maintenance and restoration cost is shown in year 1, the phased system maintenance and restoration cost is distributed over three years, and structural monitoring and comprehensive system inspections are shown as an annual recurring cost.

ANNUAL BUDGET (RESTORATION EFFORT - FIRST 4 YEARS)					
YEAR	PRIORITY COST	PHASED COST	STRUCTURAL MONITORING COST	COMPREHENSIVE SYSTEM INSPECTION (10% PER YEAR)	ANNUAL TOTAL COST
1	\$178,620	-	\$11,400	\$18,000	\$208,020
2	-	\$85,890	\$11,400	\$18,000	\$115,290
3	-	\$85,890	\$11,400	\$18,000	\$115,290
4	-	\$85,890	\$11,400	\$18,000	\$115,290

Table 4.5:2 - Restoration Annual Cost

Conditional pipe investigation and repair costs are not included in the annual totals shown above. These costs may be included in the annual budget if authorized by the Somerset CDD or if field conditions indicate that additional investigation or repair is warranted.

4.6. Routine Operation and Maintenance Opinion of Probable Cost Summary

Following completion of the Restoration Program, future routine operation and maintenance costs should be budgeted separately in accordance with the Stormwater Operation & Maintenance Plan. The O&M Plan recommends routine vacuum and jet cleaning of approximately 7,500 linear feet of stormwater pipe per year to support a long-term system cleaning cycle. Based on the recommended cleaning approach, it is anticipated that approximately 60 associated structures may also require vacuum cleaning annually as part of this routine effort. To ensure that the system is being inspected routinely, comprehensive system inspections are recommended to ensure 10% of the system is observed annually.

In addition to routine pipe jetting, structure vacuuming, structural monitoring, and comprehensive system inspections, it is recommended that the Somerset CDD consider establishing an annual repair and replacement reserve for unforeseen stormwater system repairs. For planning purposes, this report includes an annual reserve contribution of \$25,000 beginning with routine O&M in year 5 and continuing through year 14. This would allow the District to build an approximate \$250,000 reserve over a ten-year period for future stormwater repairs, replacements, or unanticipated maintenance needs. The reserve contribution is provided as a planning recommendation and may be adjusted, deferred, or removed at the direction of the District.

The following table provides a preliminary estimate of anticipated annual routine O&M costs after completion of the Restoration Program. These costs are not included in the Restoration Program totals presented above and should be evaluated separately as part of the District's annual maintenance budget.

ANNUAL BUDGET (ROUTINE O&M EFFORT YEARS 5+)							
YEAR	PIPE JETTING	STRUCTURE VACUUMING	POST-MAINTENANCE INSPECTION	STRUCTURAL MONITORING COST	COMPREHENSIVE SYSTEM INSPECTION (10% PER YEAR)	ANNUAL REPAIR / REPLACEMENT RESERVE	ANNUAL TOTAL COST
5-14	\$75,000	\$60,000	\$18,000	\$11,400	\$18,000	\$25,000	\$132,400
15+	\$75,000	\$60,000	\$18,000	\$11,400	\$18,000	-	\$107,400

Table 4.6:1 - Future Routine Operation and Maintenance Annual Cost

The Annual Repair / Replacement Reserve is intended as a planning tool and should be reviewed periodically based on actual maintenance needs, available funding, and District priorities. Structural monitoring may also be reduced in future years if observed Fair structural condition items remain stable and the District Engineer determines that continued annual monitoring of all Fair items is no longer warranted.

5.0 Disclaimers / Assumptions

The following disclaimers and assumptions, in addition to any others stated herein, are applicable to this report:

- **Accuracy of Information:** While every effort has been made to ensure the accuracy and reliability of the information presented, the data and recommendations are based on the available information at the time of preparation. This report may include data from external sources. Changes or unforeseen circumstances, including those related to future development or environmental conditions, may impact the validity of this report.
- **Professional Judgment:** This report is intended as a guidance document based on industry standards and best practices. The use of any information contained in this report as recommendations should be assessed and implemented with professional judgment to meet the specific needs and requirements of any proposed projects. The report serves as a reference tool and does not replace the need for professional expertise in evaluating unique site conditions.
- **Planning-Level Recommendations:** The recommendations presented in this report are intended to support budgeting, prioritization, and implementation planning. They are not intended to serve as final construction documents, technical specifications, or detailed repair designs. Additional evaluation, design, permitting, or contractor coordination may be required prior to implementation of certain maintenance or restoration activities.
- **Limited Scope of Evaluation:** This report is based primarily on visual observations documented in the Stormwater Initial Conditions Report and review of available stormwater system information.
- **Accessibility of Structures:** Certain structures and components may have been obstructed by sediment, water levels, vegetation, surface conditions, buried lids, or other access limitations during the initial inspection process. Recommendations related to inaccessible or unverified structures are intended to support future access restoration, verification, and documentation. Additional deficiencies may be identified once these structures are accessed or cleaned.
- **Opinion of Probable Cost:** Opinions of probable cost provided in this report are planning-level estimates intended to assist with budgeting and prioritization. Actual costs may vary based on contractor pricing, site access, construction sequencing, sediment volumes, disposal requirements, material availability, equipment availability, and the final authorized scope. These opinions should not be interpreted as contractor bids or guaranteed construction costs.
- **Adaptive Implementation:** The Restoration Program is intended to be implemented in phases and adjusted as additional information becomes available. Priorities, quantities, and recommendations may be refined based on completed maintenance activities, field verification, construction timing, observed system performance, and available funding.

Please note that this list is not exhaustive and should be considered in conjunction with any additional disclaimers or assumptions noted elsewhere in the report. Site-specific conditions, regulatory updates, or project-specific considerations may necessitate further review or revisions.

6.0 Conclusion

The purpose of this report is to provide the Somerset Community Development District with a ***Stormwater Operation & Maintenance Restoration Program*** based on the findings documented in the ***Stormwater Initial Conditions Report***. This report is intended to serve as a planning and budgeting tool to support the phased maintenance, restoration, monitoring, and long-term operation of the District's stormwater management system.

The stormwater system was generally observed to be functioning as intended; however, varying levels of maintenance and restoration needs were identified throughout the system. The Restoration Program outlined herein provides a practical approach for addressing those needs by first prioritizing Critical and Poor functional components, inaccessible or unverified structures, and post-maintenance inspection documentation, as described in **Section 3.2**.

Following completion of the initial priority maintenance and restoration activities, this report recommends a phased system maintenance and restoration program to address remaining Fair functional components over multiple budget cycles. The program also includes annual structural monitoring for structures with Fair or Poor structural condition ratings and provides a path for transitioning the system into the routine operation and maintenance program established in the ***Stormwater Operation & Maintenance Plan***.

The Opinion of Probable Cost presented in **Chapter 4** provides a basis for budgeting and prioritizing the recommended work. Costs are organized by program component to distinguish between initial priority work, conditional pipe investigation and repair costs, phased system maintenance and restoration costs, recurring structural monitoring and comprehensive inspection costs, and future routine O&M considerations.

Implementation of the Restoration Program will assist the Somerset CDD in addressing observed maintenance needs in a phased and budget-conscious manner while preserving the long-term functionality of the stormwater management system. As work is completed and additional field information becomes available, the recommendations and priorities may be refined to support continued maintenance, restoration, and long-term system performance.

Tab 14



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Somerset Community Development District

www.somersetcdd.org

**Proposed Budget for
Fiscal Year 2026-2027**

Presented by: Rizzetta & Company, Inc.

**120 Richard Jackson Boulevard, Ste #220
Panama City Beach, FL 32407
Phone: 850-334-9055**

rizzetta.com

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Proposed Budget Somerset Community Development District General Fund Fiscal Year 2026/2027							
Chart of Accounts Classification		Actual YTD through 04/30/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026
40	District Counsel	\$ 11,769	\$ 20,175	\$ 35,000	\$ 14,825	\$ 35,000	\$ -
41							
42	Administrative Subtotal	\$ 100,783	\$ 192,625	\$ 217,446	\$ 24,821	\$ 224,698	\$ 7,252
43							
44	EXPENDITURES - FIELD OPERATIONS						
45							
46	Electric Utility Services						
47	Utility - Irrigation	\$ 18,954	\$ 32,493	\$ 34,000	\$ 1,507	\$ 36,500	\$ 2,500
48	Utility - Street Lights	\$ 3,565	\$ 6,111	\$ 3,900	\$ (2,211)	\$ 7,300	\$ 3,400
49	Stormwater Control						
50	Stormwater Monitoring	\$ -	\$ -	\$ -	\$ -	\$ 32,000	
51	Stormwater System Maintenance	\$ 3,126	\$ 5,359	\$ 1,250	\$ (4,109)	\$ 2,000	\$ 750
52	Other Physical Environment						
53	Facility Management	\$ 58,667	\$ 100,572	\$ 100,572	\$ -	\$ 100,572	\$ -
54	General Liability Insurance & Property Insurance	\$ 26,086	\$ 26,086	\$ 29,305	\$ 3,219	\$ 26,090	\$ (3,215)
55	NPDES Inspections	\$ 17,100	\$ 29,314	\$ 30,000	\$ 686	\$ 32,000	\$ 2,000
56	Pedestrian Path Lighting Maintenance	\$ 35,403	\$ 42,563	\$ 20,000	\$ (22,563)	\$ 50,000	\$ 30,000
57	Water Management Monitoring & Reporting	\$ -	\$ -	\$ -	\$ -	\$ 2,500	\$ 2,500
58	Water Quality Monitoring & Testing	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000
59	Well Maintenance	\$ 10,562	\$ 15,402	\$ 8,200	\$ (7,202)	\$ 10,000	\$ 1,800
60	Landscape						
61	Irrigation Maintenance & Repair	\$ 27,509	\$ 37,519	\$ 12,100	\$ (25,419)	\$ 30,000	\$ 17,900
62	Irrigation System - Supply Pump Maintenance	\$ 20,486	\$ 35,119	\$ 27,000	\$ (8,119)	\$ 35,200	\$ 8,200
63	Irrigation System - Feeder Pump Chemicals	\$ 39,605	\$ 67,894	\$ 55,000	\$ (12,894)	\$ 76,000	\$ 21,000
64	Landscape Maintenance Contractural	\$ 64,137	\$ 109,950	\$ 107,700	\$ (2,250)	\$ 111,640	\$ 3,940
65	Landscape Maintenance	\$ 1,352	\$ 2,317	\$ -	\$ (2,317)	\$ 4,000	\$ 4,000
66	Landscape Replacement - Plants, Shrubs, Palms, Sod	\$ 2,617	\$ 4,486	\$ 10,000	\$ 5,514	\$ 10,000	\$ -
67	Landscape Tree Service	\$ -	\$ 34,000	\$ 34,000	\$ -	\$ 34,000	\$ -
68	Lake/Pond Bank Maintenance & Repair	\$ -	\$ 2,500	\$ 5,000	\$ 2,500	\$ 5,000	\$ -
69	Road & Street Facilities						
70	Crosswalk Maintenance	\$ -	\$ 6,500	\$ 20,000	\$ 13,500	\$ 20,000	\$ -
71	Slip Lane Maintenance	\$ 5,880	\$ 10,080	\$ 20,000	\$ 9,920	\$ 20,000	\$ -
72	Street Light/Decorative Light Maintenance	\$ 3,625	\$ 6,214	\$ 7,500	\$ 1,286	\$ 8,500	\$ 1,000
73	Stormwater System Maintenance	\$ 4,580	\$ 7,851	\$ 1,000	\$ (6,851)	\$ 5,000	\$ 4,000
74	Beachfront						
75	Beach & Coastal Environmental Service	\$ -	\$ -	\$ 43,000	\$ 43,000	\$ 68,000	\$ 25,000
76	Dune Maintenance	\$ 140,224	\$ 189,142	\$ 165,000	\$ (24,142)	\$ 217,500	\$ 52,500
77	Contingency						
78	Miscellaneous Contingency	\$ -	\$ -	\$ 6,279	\$ 6,279	\$ 5,752	\$ (527)

Comments
Maintained at the same rate.
In line with projections for FY26, , allowance for new meters as additional dev is completed.
In line with projections for FY26, allowance for new meters as additional dev is completed.
New Line Item: Amount budgeted for structural monitoring and system inspection.
For repairs & maintenance of stormwater system not within the roads/streets. Allowance for minor repairs & maintenance not related to Reserve projects.
In line with agreement, monitor through final as digital well readers are installed.
In line with Egis projections for FY27
In line with projections, monitor through final.
New Line Item: Amounts allocated to well reading equipment, software, and other related expenses. Monitor through final.
New Line Item: Moved budget amounts from Stormwater System Maintenance litem. Agreement for monitoring Lake Marilyn water quality and allowance for as-needed aquatic treatments.
In line with projections & prior year actuals. FY26 projections include one-time unplanned repairs not expected to repeat in FY27.
Based on projected annual totals with contingency to capture heavy irrigation months.
In line with agreement.
New budget line for instances of repairs/maintenance not included in recurring contractural expense.
No changes in FY27.
Budgeting for up to two trimmings (October & April) and up to one systemic injection, plus continency for fronds
Maintained at the same rate.
Maintained at the same rate. Monitor through final.
Maintained at the same rate.
Budgeting for refinishing, pest control, fixtures, and bulb replacements.
Amount budgeted for potential sargassum removal & studies.
In line with projections. Portion of YTD Actual was reimbursed by landowner.
Amount budgeted for unforeseen expenditures.

Proposed Budget Somerset Community Development District General Fund Fiscal Year 2026/2027							
Chart of Accounts Classification		Actual YTD through 04/30/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026
79							
80	Field Operations Subtotal	\$ 483,478	\$ 771,473	\$ 740,806	\$ (30,667)	\$ 954,554	\$ 181,748
81							
82	TOTAL EXPENDITURES	\$ 584,261	\$ 964,098	\$ 958,252	\$ (5,846)	\$ 1,179,252	\$ 189,000
83							
84	EXCESS OF REVENUES OVER EXPENDITURES	\$ 411,077	\$ 9,943	\$ -	\$ 9,943	\$ -	\$ 32,000
85							

Comments

Proposed Budget Somerset Community Development District Reserve Fund Fiscal Year 2026/2027								Comments
Chart of Accounts Classification		Actual YTD through 04/30/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026	
1								
2	ASSESSMENT REVENUES							
3								
4	Special Assessments							
5	Tax Roll*	\$ 539,027	\$ 539,027	\$ 539,027	\$ 0	\$ 729,252	\$ 190,226	
6	Off Roll*	\$ 91,610	\$ 167,973	\$ 167,973	\$ (0)	\$ 156,368	\$ (11,606)	
7								
8	Assessment Revenue Subtotal	\$ 630,637	\$ 707,000	\$ 707,000	\$ -	\$ 885,620	\$ 178,620	
9								
10	OTHER REVENUES	\$ -						
11								
12	Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13								
14	Other Revenue Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
15								
16	TOTAL REVENUES	\$ 630,637	\$ 707,000	\$ 707,000	\$ -	\$ 885,620	\$ 178,620	
17	*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.							
18								
19	EXPENDITURES							
20								
21	Contingency							
22	Capital Projects - Asset Review Projects	\$ 71,180	\$ 180,000	\$ 180,000	\$ -	\$ -	\$ (180,000)	Project to be completed in FY26
23	Capital Reserves	\$ 109,143	\$ 187,102	\$ 527,000	\$ 339,898	\$ 885,620	\$ 358,620	Increase consolidates funding, including anticipated stormwater infrastructure repairs. Monitor through final.
24								
25	TOTAL EXPENDITURES	\$ 180,323	\$ 367,102	\$ 707,000	\$ 339,898	\$ 885,620	\$ 178,620	
26								
27	EXCESS OF REVENUES OVER EXPENDITURES	\$ 450,314	\$ 339,898	\$ -	\$ 339,898	\$ -	\$ -	
28								

Somerset Community Development District

Debt Service

Fiscal Year 2026/2027

Chart of Accounts Classification	Series 2022 (Refunding)	Budget for 2026/2027
REVENUES		
Special Assessments		
Net Special Assessments ⁽¹⁾	\$963,485.00	\$963,485.00
TOTAL REVENUES	\$963,485.00	\$963,485.00
EXPENDITURES		
Administrative		
Debt Service Obligation	\$963,485.00	\$963,485.00
Administrative Subtotal	\$963,485.00	\$963,485.00
TOTAL EXPENDITURES	\$963,485.00	\$963,485.00
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00

Walton County Collecction Costs (2%) and Early Payment Discounts (4%):

6.0%

GROSS ASSESSMENTS

\$1,024,984.04

Notes:

1. Tax Roll Collection Costs and Early Payment Discounts are 6.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

⁽¹⁾ Maximum Annual Debt Service less Prepaid Assessments received.

SOMERSET COMMUNITY DEVELOPMENT DISTRICT						
FISCAL YEAR 2026/2027 O&M & DEBT SERVICE ASSESSMENT SCHEDULE						
TOTAL O&M BUDGET					\$2,064,872.00	
COLLECTION COSTS @			2.0%		\$43,933.45	
EARLY PAYMENT DISCOUNT @			4.0%		\$87,866.89	
TOTAL O&M ASSESSMENT					\$2,196,672.34	
UNITS ASSESSED			ALLOCATION OF O&M ASSESSMENT			
LOT SIZE	O&M	SERIES 2022 (REFUNDING) DEBT SERVICE ⁽¹⁾	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL O&M BUDGET
SINGLE & MULTI FAMILY	667	667	1.00	667.00	79.81%	\$1,753,132.46
COMMERCIAL ⁽⁵⁾	28.25	28.25	0.75	21.19	2.54%	\$55,688.90
Total Platted	695.25	695.25		688.19	82.34%	\$1,808,821.35
Unplatted						
SINGLE & MULTI FAMILY	120	111	1.00	120.00	14.36%	\$315,406.14
COMMERCIAL ⁽⁵⁾	36.75	25.60	0.75	27.56	3.30%	\$72,444.85
Total Unplatted	156.75	136.60		147.56	17.66%	\$387,850.99
Total Community	852	831.85		835.75	100.00%	\$2,196,672.34
PER LOT ANNUAL ASSESSMENT						
O&M ⁽²⁾	SERIES 2022 (REFUNDING) DEBT SERVICE ⁽²⁾⁽³⁾	TOTAL ⁽⁴⁾				
\$2,628.38	\$1,252.44	\$3,880.82				
\$1,971.29	\$939.33	\$2,910.62				
\$2,628.38	\$1,252.44	\$3,880.82				
\$1,971.29	\$939.33	\$2,910.62				
LESS: Walton County Collection Costs (2%) and Early Payment Discounts (4%):					(\$131,800.34)	
Net Revenue to be Collected:					\$2,064,872.00	
⁽¹⁾ Reflects the number of total lots with Series 2022 debt outstanding.						
⁽²⁾ Assessments are allocated on an equal assessment per acre basis until lots are platted.						
⁽³⁾ Annual debt service assessment per lot adopted in connection with the Series 2022 bond issue. Annual assessment includes principal, interest, Walton County collection costs and early payment discounts.						
⁽⁴⁾ Annual assessment that will appear on November 2026 Walton County property tax bill. Amount shown includes all applicable collection costs and early payment discounts (up to 4% if paid early).						
⁽⁵⁾ Commercial squares units respresents 1K per sf.						

SOMERSET COMMUNITY DEVELOPMENT DISTRICT				
FISCAL YEAR 2026/2027 O&M & DEBT SERVICE ASSESSMENT SCHEDULE				
2026/2027 O&M Budget:		\$2,064,872.00	2025/2026 O&M Budget:	\$1,665,252.00
Collection Costs:	2%	\$43,933.45	2026/2027 O&M Budget:	\$2,064,872.00
Early Payment Discounts:	4%	\$87,866.89		
2026/2027 Total:			Total Difference:	

Lot Size	Assessment Breakdown	Per Unit Annual Assessment Comparison		Proposed Increase / Decrease	
		2025/2026	2026/2027	\$	%
Single Family	Series 2022 Debt Service	\$1,252.44	\$1,252.44	\$0.00	0.00%
	Operations/Maintenance	\$2,119.71	\$2,628.38	\$508.67	24.00%
	Total	\$3,372.15	\$3,880.82	\$508.67	15.08%
Commercial	Series 2022 Debt Service	\$939.33	\$939.33	\$0.00	0.00%
	Operations/Maintenance	\$1,589.78	\$1,971.29	\$381.51	24.00%
	Total	\$2,529.11	\$2,910.62	\$381.51	15.08%

GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

EXPENDITURES – ADMINISTRATIVE:

Supervisor Fees: The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

Administrative Services: The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles, and phone calls.

District Management: The District as required by statute, will contract with a firm to provide for the management and administration of the District's day-to-day needs. These services include the conducting of board meetings, workshops, the overall administration of District functions, all required state, and local filings, preparation of the annual budget, purchasing, risk management, preparing various resolutions, and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

District Engineer: The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.



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Disclosure Report: The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

Trustee's Fees: The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

Assessment Roll: The District will contract with a firm to prepare, maintain and certify the assessment roll(s) and annually levy a non-ad Valorem assessment for operating and debt service expenses.

Financial & Revenue Collections: Services of the Collection Agent include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. The Collection Agent also maintains and updates the District's lien book(s) annually and provides for the release of liens on the property after the full collection of bond debt levied on particular properties.

Accounting Services: Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Auditing Services: The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

Public Officials Liability Insurance: The District will incur expenditures for public officials' liability insurance for the Board and Staff.

Legal Advertising: The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

Bank Fees: The District will incur bank service charges during the year.

Dues, Licenses & Fees: The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

Miscellaneous Fees: The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Website Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.



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District Counsel: The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

EXPENDITURES - FIELD OPERATIONS:

Electric Utility Services: The District will incur electric utility expenditures for general purposes such as irrigation timers, well and lift station pumps and equipment, street lighting, safety lighting, etc.

Street Lights: The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.

Gas Utility Services: The District may incur gas utility expenditures related to district operations at its facilities such as street lighting, etc.

Aquatic Maintenance: Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Lake/Pond Bank Maintenance: The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

General Liability Insurance: The District will incur fees to insure items owned by the District for its general liability needs

Property Insurance: The District will incur fees to insure items owned by the District for its property needs

Landscape Maintenance: The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

Landscape Tree Service: The District may incur expenditures to maintain the trees within the District. These services included but are not limited to pruning, treatment, removal, and replacement.

Irrigation Maintenance: The District will incur expenditures related to the maintenance of the irrigation systems.

Irrigation Repairs: The District will incur expenditures related to repairs of the irrigation systems.

Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.



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Miscellaneous Fees: The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

Facility Management: The District may contract with a firm to provide maintenance oversight of its infrastructure.

Maintenance & Repair: The District may incur expenses to maintain its recreation facilities.

Miscellaneous Fees: Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

Miscellaneous Contingency: Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

RESERVE FUND BUDGET **ACCOUNT CATEGORY DESCRIPTION**

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.



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EXPENDITURES:

Capital Reserve: Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Special Assessments: The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

EXPENDITURES – ADMINISTRATIVE:

Bank Fees: The District may incur bank service charges during the year.

Debt Service Obligation: This would be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.



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Tab 15

RESOLUTION 2026-05
[FY 2027 BUDGET APPROVAL RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOMERSET COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FY 2027; SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION; ADDRESSING TRANSMITTAL AND POSTING REQUIREMENTS; ADDRESSING SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 (“**FY 2027**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Somerset Community Development District (“**District**”) prior to June 15, 2026, the proposed budget(s) attached hereto as **Exhibit A (“Proposed Budget”)**; and

WHEREAS, the Board now desires to set the required public hearing on the Proposed Budget.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget attached hereto as **Exhibit A** is hereby approved preliminarily.

2. **SETTING A PUBLIC HEARING; DIRECTING PUBLICATION.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, time, and location, and District staff is directed to provide notice of the same in accordance with Florida law:

DATE: August 6, 2026
TIME: 2:00 p.m. (CDT)
LOCATION: Somerset Conference Hall
215 Nonesuch Way
Alys Beach, Florida 32461

3. **TRANSMITTAL TO LOCAL GENERAL PURPOSE GOVERNMENT; POSTING OF PROPOSED BUDGET.** The District Manager is hereby directed to (i) submit a copy of the Proposed Budget to the applicable local general-purpose government(s) at least 60 days prior to its adoption, and (ii) post the approved Proposed Budget on the District’s website in accordance with Chapter 189, Florida Statutes.

4. **SEVERABILITY; EFFECTIVE DATE.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 4th DAY OF JUNE 2026.

ATTEST:

**SOMERSET COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget