



Rizzetta & Company

Somerset Community Development District

**Board of Supervisors' Meeting
August 6, 2026**

**District Office:
120 Richard Jackson Blvd, Suite 220
Panama City Beach, Florida 32407
850-629-0153**

www.somersetcdd.org

SOMERSET COMMUNITY DEVELOPMENT DISTRICT AGENDA

Alys Beach Conference Room, located at
215 Nonesuch Way, Alys Beach, Florida 32461

Board of Supervisors	Jody Jubuissou John Rosenberg George Hartley Sam Thomas 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

July 30, 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, August 6, 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 Final 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
June 4, 2026 Tab 1
- B. Ratification of Operation and Maintenance Expenditures for
April 2026 - June 2026 Tab 2
- C. Presentation/Acceptance of Year-End Audited Financials for
Fiscal Year 2025 Tab 3

4. CONSENT AGENDA – RATIFICATION OF MAINTENANCE ITEMS Tab 4

- A. Couch Collective:
 - 1. WA #26-04: Step Light Replacement
 - 2. WA #26-05: Lake Marilyn – Step Light Refeed
- B. Dune Doctors:
 - 1. WA #26-03: Sargassum Removal
 - 2. WA #26-04: Second Sargassum Removal
- C. Lake Doctors: WA #26-04: Bladderwort & Torpedo Grass Treatment
- D. McHenry Electric: WA #26-18: N Sea Garden Ped Path Lights
- E. Mills Supply: WA #26-06: Pump Station VFD Replacement
- F. Juniper Landscaping of Florida:
 - 1. WA #26-20: 30A Irrigation Repair
 - 2. WA #26-21: 30A Podocarpus Replacement
 - 3. WA #26-22: 30A Sod Repair
 - 4. WA #26-23: 30A Medjool Replacement

5. BUSINESS ITEMS

- A. Consideration of Proposals for Slip Lane Paver Repairs Tab 5
- B. Consideration of Renewal Lake Monitoring Agreement – Lake Doctors Tab 6
- C. Consideration/Acceptance of Landscape Maintenance Agreement
Renewal – Juniper Landscaping of FL Tab 7

- D. Consideration of Fiscal Year 2026/2027 Dune Maintenance Agreement (*under separate cover*)
- E. Public Hearing to Consider Adoption of the Dune Maintenance Policy
 - 1. Consideration of Resolution 2026-06, Adopting Dune Maintenance Policy Tab 8
- F. Public Hearing to Consider Amended and Restated Rules of Procedure
 - 1. Consideration of Resolution 2026-07 Adopting Amended and Restated Rules of Procedure..... Tab 9
- G. Public Hearing to Consider the Adoption of the Fiscal Year 2026/2027 Final Budget
 - 1. Consideration of Resolution 2026-08, Annual Appropriations and Adopting the Final Budget for Fiscal 2026/2027 Tab 10
- H. Public Hearing to Consider the Imposition of Maintenance and Operation Special Assessments, Adoption of an Assessment Roll, and the Levy, Collection, and Enforcement of the Same
 - 1. Consideration of Resolution 2026-09, Making a Determination of Benefit; Imposing Special Assessments; Providing for the Collection and Enforcement of Special Assessments; Certifying an Assessment Roll..... Tab 11
- I. Consideration of Fiscal Year 2026/2027 Direct Collection Agreement..... Tab 12
- J. Consideration of Resolution 2026-10, Annual Meeting Schedule for Fiscal Year 2026-2027 Tab 13

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

June 4, 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, June 4, 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:

John Rosenberg	Board Supervisor, Vice Chairman
George Hartley	Board Supervisor, Assistant Secretary
Tom Dodson	Board Supervisor, Assistant Secretary
Jody Jubuison	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
Sam Thomas	VP Development & Commercial Construction

FIRST ORDER OF BUSINESS

Call to Order

Ms. O'Mera called the meeting to order at 2:30 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

June 4, 2026 - Minutes of Meeting

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THIRD ORDER OR BUSINESS

**Consideration of Minutes of the Board
of Supervisors Meeting Held on
April 2, 2026**

Ms. O'Mera presented the minutes of the April 2, 2026 meeting and asked for any changes.

The Board noted one correction to the minutes.

On a motion by Mr. Rosenberg, seconded by Mr. Hartley, with all in favor, the Board approved the Minutes of the Regular Meeting of the Board of Supervisors held on April 2, 2026, for Somerset Community Development District.

FOURTH ORDER OR BUSINESS

**Ratification of Operation and
Maintenance Expenditures for the
Month of March 2026**

Ms. O'Mera presented the Operations and Maintenance Expenditures for March 2026 in the amount of \$133,924.34 and reviewed notable expenditures, including quarterly billing from Dune Doctors and stormwater inspection progress billing from Innerlight Engineering. She invited questions from the Board. There were no questions.

On a motion by Ms. Jubuisson, seconded by Mr. Dodson, with all in favor, the Board ratified the Operations and Maintenance Expenditures for the month of March 2026 in the amount of \$133,924.34, for Somerset Community Development District.

FIFTH ORDER OR BUSINESS

**Consideration of Resolution 2026-01,
Redesignating the Assistant
Treasurer of the District**

Ms. O'Mera presented the resolution 2026-01, Redesignating the Assistant Treasurer by removing Shawn Wildermuth and appointing Susan Garcia.

On a motion by Mr. Rosenberg, seconded by Ms. Jubuisson, with all in favor, the Board adopted Resolution 2026-01, redesignating the Assistant Treasurer of the District, for Somerset Community Development District.

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

June 4, 2026 - Minutes of Meeting

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SIXTH ORDER OR BUSINESS

**Acceptance of Robert Stenhammer
Resignation from Seat #5**

Ms. O'Mera presented Mr. Stenhammer's resignation from Seat #5, effective May 6, 2026.

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

SEVENTH ORDER OR BUSINESS

**Consideration of Appointment to Seat
#5 and Administration of Oath of
Office**

The Board considered the appointment of Ms. Sam Thomas to fill the vacant Board seat. The Oath of Office was administered following her appointment.

On a motion by Ms. Jubuisson, seconded by Mr. Rosenberg, with all in favor, the Board appointed Ms. Sam Thomas to Seat #5 of the Board of Supervisors and administered the Oath of Office, for Somerset Community Development District.

EIGHTH ORDER OR BUSINESS

**Consideration of Resolution 2026-02,
Redesignating Officers of the District**

Ms. O'Mera presented Resolution 2026-02 redesignating District Officers as follows:

Chairperson – Jody Jubuisson
Vice Chairperson – John Rosenberg
Assistant Secretary – Tom Dodson
Assistant Secretary – Sam Thomas
Assistant Secretary – George Hartley
Assistant Secretary – Kimberly O'Mera
Assistant Secretary – Melissa Dobbins

On a motion by Mr. Hartley, seconded by Ms. Thomas, with all in favor, the Board adopted Resolution 2026-02, for Somerset Community Development District.

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

June 4, 2026 - Minutes of Meeting

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NINETH ORDER OR BUSINESS

**Presentation of Registered Voter
Count**

Ms. O'Mera presented the registered voter count, noting that the District currently has 180 registered voters.

TENTH ORDER OR BUSINESS

**Consideration of Resolution 2026-03,
Setting a Landowner Election Date**

Ms. O'Mera presented the Resolution 2026-03 setting the 2026 Landowner Election for November 3, 2026, at 1:00 p.m.

On a motion by Mr. Roseberg, seconded by Mr. Hartley, with all in favor, the Board adopted Resolution 2026-03 setting the 2026 Landowner Election date, for Somerset Community Development District.

ELEVENTH 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. Hartley, seconded by Mr. Dodson, with all in favor, the Board ratified the following expenditures:

by Alys Beach Resorts:

- PA #26-02: W1 Streetlights Materials: \$5,445.00
- PA #26-03: HH3 Streetlights Materials: \$5,445.00

by AquaPro Water Systems:

- WA #26-01: McGee Well – Pump Adjustment: \$2,200.00
- WA #26-02: McGee Well Replacement: \$7,825.00

by Couch Collective:

- WA #26-03: Lake Marilyn – Footbridge Step Lighting: \$8,750.00

by Lake Doctors:

- WA #26-03: Lake Bladderwort Treatment: \$618.00

by McHenry Electric:

- WA #26-13: Whalebone Alley Lights: \$712.80
- WA #26-14: N Charles Elm Tree Lighting: \$5,424.00
- WA #26-15: Streetlight Install: \$2,893.00
- WA #26-16: W1 Streetlight Replacement: \$2,350.00

by Juniper Landscaping of Florida:

- WA #26-11: Irrigation Repair at AC29: \$1,204.45
- WA #26-12: Irrigation Repair – West Clock: \$447.88
- WA #26-13: Repair Check – East Butter Clock: \$117.04
- WA #26-14: Hoover Repair: \$550.90
- WA #26-15: West Buttery Irrigation Repair: \$191.20
- WA #26-16: West Sugar Lump Ln Irrigation Repair: \$207.80
- WA #26-17: AC32 Irrigation Repair: \$705.66
- WA #26-18: 30A Head Repair: \$420.81

for Somerset Community Development District.

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

June 4, 2026 - Minutes of Meeting

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TWELFTH ORDER OR BUSINESS

**Consideration of Resolution 2026-04,
Setting a Public Hearing on Revised
Rules of Procedure**

Ms. Mackie presented an overview of the proposed revision to the Rules of Procedure and revised the updates included in the revised document. She recommended setting the required public hearing for August 6, 2026 at 2:00 p.m.

On a motion by Mr. Rosenberg, seconded by Mr. Dodson, with all in favor, the Board adopted Resolution 2026-04 setting a public hearing on the revised Rules of Procedure for August 6, 2026, at 2:00 p.m., for Somerset Community Development District.

THIRTEENTH ORDER OR BUSINESS

**Consideration of Arbitrage Services
Engagement Proposals**

Ms. O'Mera presented proposals for arbitrage rebate compliance services for the District's Series 2022 Refunding Bonds.

On a motion by Mr. Hartley, seconded by Ms. Jubuisson, with all in favor, the Board approved the proposal from LLS Tax Solutions for arbitrage rebate compliance services, for Somerset Community Development District.

FOURTEENTH ORDER OF BUSINESS

**Consideration of Work Authorization
#26-03 – Sargassum Removal Proposal
by Dune Doctors**

Ms. O'Mera presented Work Authorization #26-03 for sargassum removal. The Board discussed the proposal and anticipated costs associated with the work.

On a motion by Mr. Dodson, seconded by Ms. Thomas, with all in favor, the Board approved Work Authorization #26-03 for sargassum removal by Dune Doctors, for Somerset Community Development District.

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

June 4, 2026 - Minutes of Meeting

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FIFTEENTH ORDER OF BUSINESS

**Consideration of First Amendment to
Salt System Maintenance Services
Agreement – AquaPro Water Systems**

Ms. O'Mera presented the First Amendment to the Salt System Maintenance Services Agreement with AquaPro Water Systems.

On a motion by Ms. Jubuisson, seconded by Mr. Hartley, with all in favor, the Board approved the First Amendment to the Salt System Maintenance Services Agreement with AquaPro Water Systems, for Somerset Community Development District.

SIXTEENTH ORDER OF BUSINESS

**Presentation of the Stormwater Initial
Conditions, Operations &
Maintenance, and Restoration Report**

Mr. Martelli presented the Stormwater Initial Conditions, Operations and Maintenance, and Restoration Report, including an overview of approximately twelve miles of stormwater infrastructure evaluated throughout the District

SEVENTEENTH ORDER OF BUSINESS

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

Ms. O'Mera presented the proposed Fiscal Year 2026-2027 budget. The Board discussed proposed expenditures related to irrigation improvements and plant replacement throughout the District.

On a motion by Mr. Dodson, seconded by Mr. Hartley, with all in favor, the Board approved Resolution 2026-05 approving the Proposed Fiscal Year 2026-2027 Budget and setting the public hearing thereon, for Somerset Community Development District.

EIGHTEENTH 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 discussed potential pedestrian crossing improvements, including the installation of flashing beacons at crosswalks. The Board also discussed striping improvements, and Staff was directed to continue evaluating enhancement options.

Mr. Martelli invited questions from the Board. There were no questions.

C. Facilities Manager

Mr. Lang reported that substantial irrigation repairs are needed in the west end of the District.

Mr. Lang invited questions from the Board. There were no questions.

D. District Manager

Ms. O'Mera had no specific report but reminded the Board that the next meeting is scheduled for August 6, 2026 at 2:00 p.m. Ms. O'Mera invited questions from the Board. There were no questions.

NINETEENTH ORDER OF BUSINESS

Supervisor Requests and Audience Comments

There being no audience present, there were no comments.

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

June 4, 2026 - Minutes of Meeting

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FIFTEENTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Hartley, seconded by Mr. Rosenberg, with all in favor, the Board adjourned the meeting at 3:34 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 April 2026 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2026 through April 30, 2026. This does not include expenditures previously approved by the Board.

The total items being presented: **\$120,000.94**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Somerset Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2026 Through April 30, 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	300289	CL00029333	Ped Path Lighting 03/26	\$ 7,520.86
ALYS Beach Resort LLC	300289	CL00029444	Monthly Facility Management 03/26	\$ 8,381.00
Aqua Pro Water Systems - FL/GA	300292	133669233	Chemical/Salt Installation 04/26	\$ 165.00
Aqua Pro Water Systems - FL/GA	300292	133669257	Chemical/Salt Installation 04/26	\$ 315.00
Aqua Pro Water Systems - FL/GA	300292	133669281	Chemical/Salt Installation 04/26	\$ 15.00
Aqua Pro Water Systems - FL/GA	300292	133669305	Chemical/Salt Installation 04/26	\$ 60.00
Aqua Pro Water Systems - FL/GA	300292	133669893	Chemical/Salt Installation 04/26	\$ 105.00
Aqua Pro Water Systems - FL/GA	300292	133669917	Chemical/Salt Installation 04/26	\$ 105.00
Aqua Pro Water Systems - FL/GA	300292	133669941	Chemical/Salt Installation 04/26	\$ 15.00
Aqua Pro Water Systems - FL/GA	300292	133669965	Chemical/Salt Installation 04/26	\$ 90.00
Aqua Pro Water Systems - FL/GA	300298	134931313	Chemical/Salt Installation 04/26	\$ 240.00
Aqua Pro Water Systems - FL/GA	300299	134931337	Chemical/Salt Installation 04/26	\$ 15.00
Aqua Pro Water Systems - FL/GA	300298	134931361	Chemical/Salt Installation 04/26	\$ 105.00
Aqua Pro Water Systems - FL/GA	300298	134931385	Chemical/Salt Installation 04/26	\$ 90.00

Somerset Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2026 Through April 30, 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	300299	134931919	Chemical/Salt Installation 04/26	\$ 105.00
Aqua Pro Water Systems - FL/GA	300299	134931943	Chemical/Salt Installation 04/26	\$ 15.00
Aqua Pro Water Systems - FL/GA	300299	134931967	Chemical/Salt Installation 04/26	\$ 135.00
Aqua Pro Water Systems - FL/GA	300299	134931991	Chemical/Salt Installation 04/26	\$ 135.00
Aqua Pro Water Systems - FL/GA	300299	135715835	East Well System Annual Tune-up 04/26	\$ 630.00
Aqua Pro Water Systems - FL/GA	300299	135719043	McGee System Annual Tune-up 04/26	\$ 405.00
Aqua Pro Water Systems - FL/GA	300299	135735665	West Well System Annual Tune-up 04/26	\$ 405.00
Aqua Pro Water Systems - FL/GA	300300	135736176	Caliza Well System Annual Tune-up 04/26	\$ 705.00
Aqua Pro Water Systems - FL/GA	300301	135740726	Chemical/Salt Installation 04/26	\$ 480.00
Aqua Pro Water Systems - FL/GA	300301	135740750	Chemical/Salt Installation 04/26	\$ 240.00
Aqua Pro Water Systems - FL/GA	300301	135740774	Chemical/Salt Installation 04/26	\$ 120.00
Aqua Pro Water Systems - FL/GA	300301	136700657	Chemical/Salt Installation 04/26	\$ 105.00
Aqua Pro Water Systems - FL/GA	300301	136700681	Chemical/Salt Installation 04/26	\$ 615.00
Aqua Pro Water Systems - FL/GA	300301	136700705	Chemical/Salt Installation 04/26	\$ 285.00

Somerset Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2026 Through April 30, 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	300303	136700729	Chemical/Salt Installation 04/26	\$ 60.00
Aqua Pro Water Systems - FL/GA	300306	137165071	Chemical/Salt Installation 04/26	\$ 60.00
Aqua Pro Water Systems - FL/GA	300306	137165095	Chemical/Salt Installation 04/26	\$ 15.00
Aqua Pro Water Systems - FL/GA	300306	137165119	Chemical/Salt Installation 04/26	\$ 345.00
Couch Collective, LLC	500022	CC 2026-61	Footbridge Step Light 04/26	\$ 8,750.00
Dune Doctors, LLC	300287	032626-1	Work authorization No. 26-02 Phase 3 -	\$ 21,296.28
Florida Power & Light Company	20260414-01	21046-33165 040226	OPTIMIZATION - Plant Installation to 9954 E Cty Hwy 30A 03/26	\$ 130.50
Florida Power & Light Company	20260415-01	21080-12465 040226	9396 E COUNTY HIGHWAY 30A 03/26	\$ 295.81
Florida Power & Light Company	20260420-01	21125-35147 040226	305 Somerset Street 03/26	\$ 1,651.71
Florida Power & Light Company	20260420-01	21125-35170 040226	121 N. Charles St 03/26	\$ 300.14
Florida Power & Light Company	20260420-01	21125-35329 040226	97 Nonesuch Way 03/26	\$ 35.32
Florida Power & Light Company	20260420-01	21125-35378 04022026	31 Hog Penny Aly 03/26	\$ 33.98
Florida Power & Light Company	20260420-01	21125-35477 040226	101 N Somerset St 03/26	\$ 35.54
Florida Power & Light Company	20260420-01	21125-35527 040226	69 N Charles St. Inlet 03/26	\$ 87.49
Florida Power & Light Company	20260420-01	21125-35568 040226	147 W LA Garza Ln 03/26	\$ 34.16

Somerset Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2026 Through April 30, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Power & Light Company	20260414-01	21125-35741 040226	15 Caliza Ln. Misc. Pole 03/26	\$ 34.39
Florida Power & Light Company	20260420-01	21125-35816 040226	106 N Somerset Street 03/26	\$ 32.74
Innerlight Engineering Corporation	500024	22300074-000 - 3	Stormwater Report Tasks 04/26	\$ 29,605.00
Jody Jubuisson	300294	JJ040226	Board of Supervisors Meeting 04/02/2026	\$ 200.00
John Rosenberg	300295	JR040226	Board of Supervisors Meeting 04/02/2026	\$ 200.00
Juniper Landscaping of Florida, LLC	300293	383996	Irrigation Maintenance & Repair 02/26	\$ 447.88
Juniper Landscaping of Florida, LLC	300293	383997	Irrigation Maintenance and Repair 02/26	\$ 117.04
Juniper Landscaping of Florida, LLC	300293	387547	Hoover Repair WO#203568 03/26	\$ 550.90
Juniper Landscaping of Florida, LLC	300293	388411	Repair to main line along AC29 WA#26- 11 03/26	\$ 1,204.45
Juniper Landscaping of Florida, LLC	300293	389167	Aeration and Carbon Pro application WA#26-07 03/26	\$ 849.60
Juniper Landscaping of Florida, LLC	300293	389168	Turf Paint- 30A Roadside Area WA#26- 08 03/2	\$ 501.96
Juniper Landscaping of Florida, LLC	300293	389169	Remove and replace two existing balast floats in Lake Marilyn WA#26-09	\$ 6,843.51
Juniper Landscaping of Florida, LLC	300307	392855	West Buttery Irrigation Break WA#26- 15 04/26	\$ 191.20
Juniper Landscaping of Florida, LLC	300307	392856	Irrigation Repair at AC 32 04/26	\$ 705.66
McHenry Electric, Inc.	300288	26897	Furnished and installed (6) tree up- lights., WA #26-11 03/26	\$ 2,842.00

Somerset Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2026 Through April 30, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
McHenry Electric, Inc.	300302	26922	Troubleshoot circuit for streetlight 04/26	\$ 712.80
Mills Supply	300304	10847	Monthly Pump Station Maintenance 02/26	\$ 225.00
Mills Supply	300290	10929	Monthly Pump Station Maintenance 04/26	\$ 225.00
Mills Supply	500023	861-040826	50% Deposit for Well Monitoring System WA# 26-05 04/26	\$ 9,451.85
Rizzetta & Company, Inc.	300286	INV0000108129	Accounting Services 04/26	\$ 9,447.17
Robert E Stenhammer	300296	RS040226	Board of Supervisors Meeting 04/02/2026	\$ 200.00
The Lake Doctors, Inc.	300291	360905B	Monthly Monitoring/Inspection 04/26	\$ 55.00
Thomas M Dodson	300297	TD040226	Board of Supervisors Meeting 04/02/2026	\$ 200.00
VGlobal Tech	300305	8164	Website ADA Compliance 02/26	<u>\$ 425.00</u>
Report Total				<u>\$ 120,000.94</u>

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

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

Operations and Maintenance Expenditures May 2026 For Board Approval

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

The total items being presented: **\$111,747.22**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Somerset Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2026 Through May 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	300319	CL00029839A	8852-Replace Stake Light ,8852- Replace Stake Light 04/26	\$ 49.52
ALYS Beach Resort LLC	300314	CL00029947	Monthly Facility Management 04/26	\$ 8,381.00
Aqua Pro Water Systems - FL/GA	300308	136702981	Chemical/Salt Installation 04/26	\$ 60.00
Aqua Pro Water Systems - FL/GA	300308	136703005	Chemical/Salt Installation 04/26	\$ 90.00
Aqua Pro Water Systems - FL/GA	300308	136703029	Chemical/Salt Installation 04/26	\$ 225.00
Aqua Pro Water Systems - FL/GA	300308	136703053	Chemical/Salt Installation 04/26	\$ 285.00
Aqua Pro Water Systems - FL/GA	300308	137165143	Chemical/Salt Installation 04/26	\$ 375.00
Aqua Pro Water Systems - FL/GA	300317	138429856	0A #MCGEE WELL Repair 04/26	\$ 2,200.00
Aqua Pro Water Systems - FL/GA	500027	138438645	McGee Well Pump Replacement 04/26	\$ 7,825.00
Aqua Pro Water Systems - FL/GA	300315	138558078	Chemical/Salt Installation 04/26	\$ 135.00
Aqua Pro Water Systems - FL/GA	300315	138558102	Chemical/Salt Installation 04/26	\$ 300.00
Aqua Pro Water Systems - FL/GA	300315	138558126	Chemical/Salt Installation 04/26	\$ 675.00
Aqua Pro Water Systems - FL/GA	300316	138558150	Chemical/Salt Installation 05/26	\$ 465.00
Aqua Pro Water Systems - FL/GA	300320	138558471	Chemical/Salt Installation 05/26	\$ 90.00

Somerset Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2026 Through May 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	300320	138558495	Chemical/Salt Installation 05/26	\$ 300.00
Aqua Pro Water Systems - FL/GA	300320	138558519	Chemical/Salt Installation 05/26	\$ 255.00
Aqua Pro Water Systems - FL/GA	300320	138558543	Chemical/Salt Installation 05/26	\$ 285.00
Aqua Pro Water Systems - FL/GA	300320	139319595	Chemical/Salt Installation 05/26	\$ 111.00
Aqua Pro Water Systems - FL/GA	300320	139319626	Chemical/Salt Installation 05/26	\$ 287.00
Aqua Pro Water Systems - FL/GA	300320	139319657	Chemical/Salt Installation 05/26	\$ 159.00
Aqua Pro Water Systems - FL/GA	300320	139321091	Chemical/Salt Installation 05/26	\$ 159.00
Aqua Pro Water Systems - FL/GA	300320	139321587	Chemical/Salt Installation 05/26	\$ 79.00
Aqua Pro Water Systems - FL/GA	300320	139321618	Chemical/Salt Installation 05/26	\$ 271.00
Aqua Pro Water Systems - FL/GA	300320	139321649	Chemical/Salt Installation 05/26	\$ 111.00
Aqua Pro Water Systems - FL/GA	300320	139321675	Chemical/Salt Installation 05/26	\$ 63.00
Aqua Pro Water Systems - FL/GA	300320	139994332	Chemical/Salt Installation 05/26	\$ 111.00
Aqua Pro Water Systems - FL/GA	300320	139994428	Chemical/Salt Installation 05/26	\$ 127.00
Aqua Pro Water Systems - FL/GA	300320	139994454	Chemical/Salt Installation 05/26	\$ 383.00

Somerset Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2026 Through May 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	300320	139994513	Chemical/Salt Installation 05/26	\$ 95.00
Florida Power & Light Company	20260518-01	2104633165-050426	9954 E Cty Hwy 30A 04/26	\$ 167.16
Florida Power & Light Company	20260519-01	2108012465-050426	9396 E COUNTY HIGHWAY 30A 04/26	\$ 453.26
Florida Power & Light Company	20260520-01	2112535147-050426	305 Somerset Street 04/26	\$ 2,587.30
Florida Power & Light Company	20260520-01	2112535170-050426	121 N. Charles St 04/26	\$ 275.92
Florida Power & Light Company	20260520-01	2112535329-050426	97 Nonesuch Way 04/26	\$ 35.63
Florida Power & Light Company	20260520-01	2112535378-050426	31 Hog Penny Aly 04/26	\$ 33.98
Florida Power & Light Company	20260520-01	2112535477-050426	101 N Somerset St 04/26	\$ 35.32
Florida Power & Light Company	20260520-01	2112535527-050426	69 N Charles St. Inlet 04/26	\$ 90.34
Florida Power & Light Company	20260520-01	2112535568-050426	147 W LA Garza Ln 04/26	\$ 34.07
Florida Power & Light Company	20260518-01	2112535741-050426	15 Caliza Ln. Misc. Pole 04/26	\$ 34.54
Florida Power & Light Company	20260520-01	2112535816-050426	106 N Somerset Street 04/26	\$ 32.80
Grau & Associates, P.A.	300313	29426	Audit FYE 09/30/2025	\$ 2,000.00
Juniper Landscaping of Florida, LLC	500026	389181	Replace stone throughout 30A Palm plant beds	\$ 57,648.00

Somerset Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2026 Through May 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Juniper Landscaping of Florida, LLC	300309	393399	Monthly Landscape Maintenance 04/26	\$ 9,303.00
Juniper Landscaping of Florida, LLC	300309	393475	Irrigation Repair West Sugar Lump Lane WA#26-1 04/26	\$ 207.80
Juniper Landscaping of Florida, LLC	300309	394294	Repair to Broken Heads along 30A-WA#26-18	\$ 420.81
McHenry Electric, Inc.	500025	26932	HH-3 Streetlight Installation 04/26	\$ 2,893.00
McHenry Electric, Inc.	300318	26957	Furnished and Installed 3 Up lights, bulbs 05/26	\$ 960.50
Mills Supply	300310	10965	Monthly Pump Station Maintenance 05/26	\$ 225.00
Mills Supply	300321	10989	Service Work for Pump Station 05/26	\$ 237.10
Rizzetta & Company, Inc.	300312	INV0000109222	Accounting Services 05/26	\$ 9,447.17
The Lake Doctors, Inc.	300311	2214238	One Time Application 04/26	\$ 618.00
The Lake Doctors, Inc.	300311	369639B	Monthly Monitoring/Inspection 05/26	<u>\$ 55.00</u>
Report Total				<u>\$ 111,747.22</u>

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

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

Operations and Maintenance Expenditures June 2026 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2026 through June 30, 2026. This does not include expenditures previously approved by the Board.

The total items being presented: **\$88,037.21**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Somerset Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2026 Through June 30, 2026

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
ALYS Beach Resort LLC	300327	CL00030424	Monthly Facility Management 05/26	\$ 8,381.00
Aqua Pro Water Systems - FL/GA	300323	139995250	Chemical/Salt Installation 05/26	\$ 127.00
Aqua Pro Water Systems - FL/GA	300323	139995281	Chemical/Salt Installation 05/26	\$ 287.00
Aqua Pro Water Systems - FL/GA	300323	139995312	Chemical/Salt Installation 05/26	\$ 111.00
Aqua Pro Water Systems - FL/GA	300323	139995338	Chemical/Salt Installation 05/26	\$ 31.00
Aqua Pro Water Systems - FL/GA	300324	140195135	Service Call Caliza Equipment 05/26	\$ 250.00
Aqua Pro Water Systems - FL/GA	300323	140723195	Chemical/Salt Installation 05/26	\$ 127.00
Aqua Pro Water Systems - FL/GA	300323	140723226	Chemical/Salt Installation 05/26	\$ 287.00
Aqua Pro Water Systems - FL/GA	300323	140723257	Chemical/Salt Installation 05/26	\$ 111.00
Aqua Pro Water Systems - FL/GA	300323	140723283	Chemical/Salt Installation 05/26	\$ 511.00
Aqua Pro Water Systems - FL/GA	300323	140726452	Chemical/Salt Installation 05/26	\$ 47.00
Aqua Pro Water Systems - FL/GA	300323	140726483	Chemical/Salt Installation 05/26	\$ 31.00
Aqua Pro Water Systems - FL/GA	300323	140726514	Chemical/Salt Installation 05/26	\$ 31.00
Aqua Pro Water Systems - FL/GA	300323	140726540	Chemical/Salt Installation 05/26	\$ 127.00

Somerset Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2026 Through June 30, 2026

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Aqua Pro Water Systems - FL/GA	300342	141030710	Chemical/Salt Installation 06/26	\$ 95.00
Aqua Pro Water Systems - FL/GA	300328	141031743	Chemical/Salt Installation 06/26	\$ 175.00
Aqua Pro Water Systems - FL/GA	300328	141031774	Chemical/Salt Installation 06/26	\$ 287.00
Aqua Pro Water Systems - FL/GA	300328	141031805	Chemical/Salt Installation 06/26	\$ 95.00
Aqua Pro Water Systems - FL/GA	300328	141031831	Chemical/Salt Installation 06/26	\$ 511.00
Aqua Pro Water Systems - FL/GA	300342	141850498	Chemical/Salt Installation 06/26	\$ 159.00
Aqua Pro Water Systems - FL/GA	300342	141850564	Chemical/Salt Installation 06/26	\$ 47.00
Aqua Pro Water Systems - FL/GA	300342	141850696	Chemical/Salt Installation 06/26	\$ 159.00
Aqua Pro Water Systems - FL/GA	300342	141850727	Chemical/Salt Installation 06/26	\$ 95.00
Aqua Pro Water Systems - FL/GA	300342	141850869	Chemical/Salt Installation 06/26	\$ 239.00
Aqua Pro Water Systems - FL/GA	300342	141850900	Chemical/Salt Installation 06/26	\$ 79.00
Aqua Pro Water Systems - FL/GA	300342	141850926	Chemical/Salt Installation 06/26	\$ 303.00
Aqua Pro Water Systems - FL/GA	300344	142408885	Chemical/Salt Installation 06/26	\$ 175.00
Aqua Pro Water Systems - FL/GA	300344	142408916	Chemical/Salt Installation 06/26	\$ 399.00

Somerset Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2026 Through June 30, 2026

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Aqua Pro Water Systems - FL/GA	300344	142410355	Chemical/Salt Installation 06/26	\$ 479.00
Aqua Pro Water Systems - FL/GA	300344	142410449	Chemical/Salt Installation 06/26	\$ 183.00
Aqua Pro Water Systems - FL/GA	300347	142410976	Chemical/Salt Installation 06/26	\$ 143.00
Aqua Pro Water Systems - FL/GA	300347	142411007	Chemical/Salt Installation 06/26	\$ 143.00
Aqua Pro Water Systems - FL/GA	300347	142411038	Chemical/Salt Installation 06/26	\$ 63.00
Aqua Pro Water Systems - FL/GA	300347	142411064	Chemical/Salt Installation 06/26	\$ 287.00
Aqua Pro Water Systems - FL/GA	300347	143205433	Chemical/Salt Installation 06/26	\$ 127.00
Aqua Pro Water Systems - FL/GA	300347	143205649	Chemical/Salt Installation 06/26	\$ 335.00
Dune Doctors, LLC	300343	061026-1	Deal #39 - WA #26-03 Phase 1 - PRESERVATION - Removal of	\$ 9,235.18
Florida Power & Light Company	20260616-01	2104633165-060226	9954 E Cty Hwy 30A 05/26	\$ 182.04
Florida Power & Light Company	20260616-01	2108012465-060226	9396 E COUNTY HIGHWAY 30A 05/26	\$ 409.31
Florida Power & Light Company	20260618-01	2112535147-060226	305 Somerset Street 05/26	\$ 2,504.78
Florida Power & Light Company	20260618-01	2112535170-060226	121 N. Charles St 05/26	\$ 329.11
Florida Power & Light Company	20260618-01	2112535329-060226	97 Nonesuch Way 05/26	\$ 35.04

Somerset Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2026 Through June 30, 2026

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Florida Power & Light Company	20260618-01	2112535378-060226	31 Hog Penny Aly 05/26	\$ 33.74
Florida Power & Light Company	20260618-01	2112535477-060226	101 N Somerset St 05/26	\$ 35.87
Florida Power & Light Company	20260618-01	2112535527-060226	69 N Charles St. Inlet 05/26	\$ 76.68
Florida Power & Light Company	20260618-01	2112535568-060226	147 W LA Garza Ln 05/26	\$ 34.16
Florida Power & Light Company	20260616-01	2112535741-060226	15 Caliza Ln. Misc. Pole 05/26	\$ 33.35
Florida Power & Light Company	20260618-01	2112535816-060226	106 N Somerset Street 05/26	\$ 32.55
George Hartley	300336	GH060426	Board of Supervisors Meeting 06/04/26	\$ 200.00
Grau & Associates, P.A.	300329	29696	Audit FYE 09/30/2025	\$ 2,000.00
Innerlight Engineering Corporation	300325	22300074-000 - 4	30A Permitting & Exhibits 05/26	\$ 13,165.00
Innerlight Engineering Corporation	300345	22300074-000 - 5	NPDES Inspections 05/08, 05/12, 05/19, 05/22, 05/27 26	\$ 3,875.00
Jody Jubuisson	300337	JJ060426	Board of Supervisors Meeting 06/04/26	\$ 200.00
John Rosenberg	300338	JR060426	Board of Supervisors Meeting 06/04/26	\$ 200.00
Juniper Landscaping of Florida, LLC	300326	398005	30A Hedge Removal WA#26-10 05/26	\$ 8,077.75
Juniper Landscaping of Florida, LLC	300346	398156	Monthly Landscape Maintenance 05/26	\$ 9,303.00

Somerset Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2026 Through June 30, 2026

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Kutak Rock, LLP	300330	3758546	Legal Services 03/26	\$ 741.50
McHenry Electric, Inc.	300331	26958	N Charles Elm Tree Lighting Replacement 05/26	\$ 5,424.00
McHenry Electric, Inc.	500029	26981	Remove and replace (1) owner furnished streetlight. WA #26-1 05/26	\$ 2,350.00
Mills Supply	300332	11004	Monthly Pump Station Maintenance 06/26	\$ 225.00
Rizzetta & Company, Inc.	300322	INV0000110010	Accounting Services 06/26	\$ 9,447.17
Samantha Thomas	300340	ST060426	Board of Supervisors Meeting 06/04/26	\$ 200.00
The Lake Doctors, Inc.	300333	378250B	Monthly Monitoring/Inspection 06/26	\$ 55.00
Thomas M Dodson	300339	TD060426	Board of Supervisors Meeting 06/04/26	\$ 200.00
U.S. Bank	300334	8195918	Trustee Fees Series 2022 05/01/26 - 04/30/27	\$ 4,040.63
USA TODAY Media Corp	300341	0007549941 013126	Legal Advertising 01/26	\$ 178.40
USA TODAY Media Corp	300335	0007734868-053126	Legal Advertising 05/26	<u>\$ 175.95</u>
Report Total				<u>\$ 88,037.21</u>

Tab 3

**SOMERSET
COMMUNITY DEVELOPMENT DISTRICT
WALTON COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2025**

**SOMERSET COMMUNITY DEVELOPMENT DISTRICT
WALTON COUNTY, FLORIDA**

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Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

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INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Somerset Community Development District
Walton County, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Somerset Community Development District, Walton County, Florida ("District") as of and for the fiscal year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2025, and the respective changes in financial position thereof for the fiscal year then ended in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information Included in the Financial Report

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c) but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 16, 2026, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

June 16, 2026

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Somerset Community Development District, Walton County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2025. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The liabilities of the District exceeded its assets at the close of the most recent fiscal year resulting in a net position deficit balance of (\$1,798,387).
- The change in the District's total net position in comparison with the prior fiscal year was \$687,759, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2025, the District's governmental funds reported combined ending fund balances of \$3,538,302, an increase of \$244,229 in comparison with the prior fiscal year. The total fund balance is non-spendable for prepaid items, restricted for debt service, assigned to capital reserves, and the remainder is unassigned fund balance which is available for spending at the District's discretion.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by special assessment revenues. The District does not have any business-type activities. The governmental activities of the District include the general government (management), and maintenance and operations functions.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: the governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains two governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund and debt service fund, both of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, liabilities exceeded assets at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

NET POSITION SEPTEMBER 30,		
	2025	2024
Current and other assets	\$ 3,662,540	\$ 3,410,099
Capital assets, net of depreciation	3,932,530	4,076,016
Total assets	7,595,070	7,486,115
Current liabilities	279,263	280,634
Long-term liabilities	9,114,194	9,691,627
Total liabilities	9,393,457	9,972,261
Net position		
Net investment in capital assets	(5,181,664)	(5,615,611)
Restricted	317,922	439,172
Unrestricted	3,065,355	2,690,293
Total net position	\$ (1,798,387)	\$ (2,486,146)

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure) less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position increased during the most recent fiscal year. The majority of the increase represents the extent to which ongoing program revenues exceeded the cost of operations and depreciation expense.

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30,		
	2025	2024
Revenues:		
Program revenues		
Charges for services	\$ 2,603,963	\$ 2,597,603
Operating grants and contributions	27,581	34,291
General revenues		
Unrestricted investment earnings	98,538	67,378
Miscellaneous revenue	4,500	-
Total revenues	2,734,582	2,699,272
Expenses:		
General government	263,789	160,843
Maintenance and operations	1,399,990	1,416,112
Interest on long-term debt	383,044	405,460
Total expenses	2,046,823	1,982,415
Change in net position	687,759	716,857
Net position - beginning	(2,486,146)	(3,203,003)
Net position - ending	\$ (1,798,387)	\$ (2,486,146)

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2025 was \$2,046,823. The costs of the District's activities were primarily funded by program revenues. Program revenues were comprised primarily of assessments during the current and prior fiscal years. In total, expenses, including depreciation, increased from the prior fiscal year. The majority of the increase was the result of an increase in engineering expenses.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. The general fund budget for the fiscal year ended September 30, 2025, was amended to increase appropriations by \$40,112.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2025, the District had \$11,213,762 invested in capital assets for its governmental activities. In the government-wide financial statements depreciation of \$7,281,232 has been taken, which resulted in a net book value of \$3,932,530. More detailed information about the District's capital assets is presented in the notes to the financial statements.

Capital Debt

At September 30, 2025, the District had \$9,085,000 Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the notes to the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET AND OTHER EVENTS

The District does not anticipate any major projects or significant changes to its infrastructure maintenance program for the subsequent fiscal year. In addition, it is anticipated that the general operations of the District will remain fairly constant.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Somerset Community Development District's Accounting Department at 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

FINANCIAL STATEMENTS

**SOMERSET COMMUNITY DEVELOPMENT DISTRICT
WALTON COUNTY, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2025**

	<u>Governmental Activities</u>
ASSETS	
Cash	\$ 2,440,801
Investments	715,680
Assessment receivable	1,169
Prepaid items	32,365
Restricted assets:	
Investments	472,525
Capital assets:	
Depreciable, net	<u>3,932,530</u>
Total assets	<u>7,595,070</u>
 LIABILITIES	
Accounts payable and accrued expenses	124,238
Accrued interest payable	155,025
Non-current liabilities:	
Due within one year	600,000
Due in more than one year	<u>8,514,194</u>
Total liabilities	<u>9,393,457</u>
 NET POSITION	
Net investment in capital assets	(5,181,664)
Restricted for debt service	317,922
Unrestricted	<u>3,065,355</u>
Total net position	<u>\$ (1,798,387)</u>

See notes to the financial statements

**SOMERSET COMMUNITY DEVELOPMENT DISTRICT
WALTON COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

Functions/Programs	Expenses	Program Revenues		Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Governmental Activities
Primary government:				
Governmental activities:				
General government	\$ 263,789	\$ 263,789	\$ -	\$ -
Maintenance and operations	1,399,990	1,359,435	-	(40,555)
Interest on long-term debt	383,044	980,739	27,581	625,276
Total governmental activities	<u>2,046,823</u>	<u>2,603,963</u>	<u>27,581</u>	<u>584,721</u>
General revenues:				
Unrestricted investment earnings				98,538
Miscellaneous revenue				<u>4,500</u>
Total general revenues				<u>103,038</u>
Change in net position				687,759
Net position - beginning				<u>(2,486,146)</u>
Net position - ending				<u>\$ (1,798,387)</u>

See notes to the financial statements

**SOMERSET COMMUNITY DEVELOPMENT DISTRICT
WALTON COUNTY, FLORIDA
BALANCE SHEET –
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2025**

	Major Funds		Total
	General	Debt Service	Governmental Funds
ASSETS			
Cash	\$ 2,440,801	\$ -	\$ 2,440,801
Investments	715,680	472,525	1,188,205
Assessment receivable	747	422	1,169
Prepaid items	32,365	-	32,365
Total assets	<u>\$ 3,189,593</u>	<u>\$ 472,947</u>	<u>\$ 3,662,540</u>
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable and accrued liabilities	\$ 124,238	\$ -	\$ 124,238
Total liabilities	<u>124,238</u>	<u>-</u>	<u>124,238</u>
Fund balances:			
Nonspendable:			
Prepaid items	32,365	-	32,365
Restricted for:			
Debt service	-	472,947	472,947
Assigned to:			
Capital reserves	2,585,353	-	2,585,353
Unassigned	447,637	-	447,637
Total fund balances	<u>3,065,355</u>	<u>472,947</u>	<u>3,538,302</u>
Total liabilities and fund balances	<u>\$ 3,189,593</u>	<u>\$ 472,947</u>	<u>\$ 3,662,540</u>

See notes to the financial statements

**SOMERSET COMMUNITY DEVELOPMENT DISTRICT
WALTON COUNTY, FLORIDA
RECONCILIATION OF THE BALANCE SHEET – GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2025**

Fund balance - governmental funds	\$	3,538,302
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Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.

Cost of capital assets	11,213,762	
Accumulated depreciation	<u>(7,281,232)</u>	3,932,530

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Accrued interest payable	(155,025)	
Original issue (premium)/discount	(29,194)	
Bonds payable	<u>(9,085,000)</u>	<u>(9,269,219)</u>
Net position of governmental activities		<u>\$ (1,798,387)</u>

See notes to the financial statements

**SOMERSET COMMUNITY DEVELOPMENT DISTRICT
WALTON COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES –
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

	Major Funds		Total Governmental Funds
	General	Debt Service	
REVENUES			
Assessments	\$ 1,623,224	\$ 980,739	\$ 2,603,963
Interest income	98,538	27,581	126,119
Miscellaneous revenue	4,500	-	4,500
Total revenues	1,726,262	1,008,320	2,734,582
EXPENDITURES			
Current:			
General government	263,789	-	263,789
Maintenance and operations	957,780	-	957,780
Debt service:			
Principal	-	575,000	575,000
Interest	-	395,060	395,060
Capital outlay	298,724	-	298,724
Total expenditures	1,520,293	970,060	2,490,353
Excess (deficiency) of revenues over (under) expenditures	205,969	38,260	244,229
OTHER FINANCING SOURCES (USES)			
Transfer in (out)	169,093	(169,093)	-
Total other financing sources (uses)	169,093	(169,093)	-
Net change in fund balances	375,062	(130,833)	244,229
Fund balances - beginning	2,690,293	603,780	3,294,073
Fund balances - ending	\$ 3,065,355	\$ 472,947	\$ 3,538,302

See notes to the financial statements

**SOMERSET COMMUNITY DEVELOPMENT DISTRICT
WALTON COUNTY, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

Net change in fund balances - total governmental funds	\$ 244,229
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures, however, the cost of capital assets is eliminated in the statement of activities and capitalized in the statement of net position.	298,724
Repayment of long-term liabilities are reported as expenditures in the governmental fund financial statements, but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.	575,000
Depreciation of capital assets is not recognized in the governmental fund financial statements, but is reported as an expense in the statement of activities.	(442,210)
Amortization of the issuance premium is not recognized in the governmental fund financial statements, but is reported as an expense in the statement of activities.	2,433
The change in accrued interest on long-term liabilities between the current and prior fiscal year is recorded in the statement of activities but not in the fund financial statements.	9,583
Change in net position of governmental activities	<u>\$ 687,759</u>

See notes to the financial statements

**SOMERSET COMMUNITY DEVELOPMENT DISTRICT
WALTON COUNTY, FLORIDA
NOTES TO THE FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Somerset Community Development District (the "District") was established by Walton County Ordinance No. 05-04 enacted on April 1, 2005 pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected on an at large basis by landowners of the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes. At September 30, 2025, three of the Board members are affiliated with EBSCO Gulf Coast Development, Inc. ("Developer").

The Board has the responsibility for:

1. Allocating and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include: 1) charges to customers who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; operating-type special assessments for maintenance and debt service are treated as charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collected within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments

Assessments are non-ad valorem assessments imposed on assessable lands located within the District. Assessments may be levied on property to pay for the operations and maintenance of the District. The fiscal year for which annual assessments may be levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. For debt service assessments, amounts collected as advance payments are used to prepay a portion of the Bonds outstanding. Otherwise, assessments are collected annually to provide funds for the debt service on the portion of the Bonds which are not paid with prepaid assessments.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Deposits and Investments

The District's cash on hand and demand deposits are considered to be cash and cash equivalents.

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, surplus funds may be deposited into certificates of deposit which are insured and any unspent Bond proceeds are required to be held in investments as specified in the Bond Indenture.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the governmental activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Erosion control structures	25
Surface water treatment	25
Infrastructure	10-25

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized ratably over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year, the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) A public hearing is conducted to obtain comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate Bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

Investments

The District's investments were held as follows at September 30, 2025:

	Amortized Cost	Fair Value	Credit Risk	Maturities
First American Treasury Obligations Fund Class Y	\$ 472,525	\$ -	S&P AAAM	Weighted average of the fund portfolio: 48 days
FL Class	-	715,680	S&P AAAM	Weighted average of the fund portfolio: 42 days
Total Investments	<u>\$ 472,525</u>	<u>\$ 715,680</u>		

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk – The District places no limit on the amount the District may invest in any one issuer.

Interest rate risk – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

However, the Bond Indenture limits the type of investments held using unspent proceeds.

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

Fair Value Measurement – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments in money market funds have been reported at amortized cost above.

NOTE 5 – INTERFUND TRANSFERS

Interfund transfers for the fiscal year ended September 30, 2025 were as follows:

Fund	Transfer in	Transfer out
General	\$ 169,093	\$ -
Debt service	-	169,093
Total	\$ 169,093	\$ 169,093

Transfers are used to move funds between District funds as authorized by the Board of Supervisors. During current fiscal year, the District transferred \$169,093 from the Debt Service Fund to the General Fund. The transfer was approved by the Board and was made from Revenue Trustee Account funds in accordance with the Bond indenture.

NOTE 6 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2025 was as follows:

	Beginning Balance	Additions	Disposals	Ending Balance
<u>Governmental activities</u>				
Capital assets, being depreciated				
Erosion control structures	\$ 933,321	\$ -	\$ -	\$ 933,321
Surface water treatment	9,981,717	-	-	9,981,717
Infrastructure	-	298,724	-	298,724
Total capital assets, being depreciated	10,915,038	298,724	-	11,213,762
Less accumulated depreciation for:				
Erosion control structures	(634,661)	(37,333)	-	(671,994)
Surface water treatment	(6,204,361)	(399,269)	-	(6,603,630)
Infrastructure	-	(5,608)	-	(5,608)
Total accumulated depreciation	(6,839,022)	(442,210)	-	(7,281,232)
Governmental activities capital assets, net	\$ 4,076,016	\$ (143,486)	\$ -	\$ 3,932,530

Depreciation expense was charged to the maintenance and operations function.

NOTE 7 – LONG-TERM LIABILITIES

On April 5, 2022, the District issued \$10,745,000 of Capital Improvement Revenue Refunding Bonds, Series 2022 consisting of various Term Bonds due May 1, 2037 with fixed interest rate ranging from 3.00% to 4.20%. The Bonds were issued to refund a portion of the District's outstanding Capital Improvements Revenue Bonds, Series 2005 (the "Refunded Bonds") and pay certain costs associated with the issuance of the Bonds. Interest is to be paid semiannually on each May 1 and November 1, commencing November 1, 2022. Principal on the Bonds is to be paid serially commencing May 1, 2023 through May 1, 2037.

The Bonds are subject to redemption at the option of the District prior to their maturity. The Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2025.

Changes in long-term liability activity for the fiscal year ended September 30, 2025 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Bonds payable:					
Series 2022	\$ 9,660,000	\$ -	\$ (575,000)	\$ 9,085,000	\$ 600,000
Plus: original issue premium	31,627	-	(2,433)	29,194	-
Total	<u>\$ 9,691,627</u>	<u>\$ -</u>	<u>\$ (577,433)</u>	<u>\$ 9,114,194</u>	<u>\$ 600,000</u>

At September 30, 2025, the scheduled debt service requirements on the long-term debt were as follows:

Year ending, September 30:	Governmental Activities		
	Principal	Interest	Total
2026	\$ 600,000	\$ 372,060	\$ 972,060
2027	625,000	348,060	973,060
2028	650,000	323,060	973,060
2029	675,000	297,060	972,060
2030	705,000	270,060	975,060
2031-2035	3,985,000	898,680	4,883,680
2036-2037	1,845,000	116,970	1,961,970
Total	<u>\$ 9,085,000</u>	<u>\$ 2,625,950</u>	<u>\$ 11,710,950</u>

NOTE 8 – DEVELOPER TRANSACTIONS

The Developer owns a portion of the land within the District; therefore, assessment revenues in the general and debt service funds include the assessments levied on those lots owned by the Developer.

NOTE 9 – CONCENTRATION

The District's activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations.

NOTE 10 – COST SHARE AGREEMENT

The District entered into a cost share agreement with the ALYS Beach Neighborhood Association ("Association"), whereby the Association would contract a vendor for landscaping and related services and be reimbursed by the District. Pursuant to the agreement, the District reimbursed the Association \$176,337 for current year services.

NOTE 11 – MANAGEMENT COMPANY

The District has contracted with a management company to perform management services, which include financial and accounting services. Certain employees of the management company also serve as officers (Board appointed non-voting positions) of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, and other administrative costs.

NOTE 12 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims during the past three years.

**SOMERSET COMMUNITY DEVELOPMENT DISTRICT
WALTON COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

	Budgeted Amounts		Actual	Variance with Final Budget - Positive (Negative)
	Original	Final	Amounts	
REVENUES				
Assessments	\$ 1,595,252	\$ 1,595,252	\$ 1,623,224	\$ 27,972
Interest Income	-	-	98,538	98,538
Miscellaneous revenue	-	-	4,500	4,500
Total revenues	1,595,252	1,595,252	1,726,262	131,010
EXPENDITURES				
Current:				
General government	157,140	212,421	263,789	(51,368)
Maintenance and operations	1,438,112	1,422,943	957,780	465,163
Capital outlay	-	-	298,724	(298,724)
Total expenditures	1,595,252	1,635,364	1,520,293	115,071
Excess (deficiency) of revenues over (under) expenditures	-	(40,112)	205,969	246,081
OTHER FINANCING SOURCES				
Carry forward of surplus	-	40,112	-	(40,112)
Transfer in	-	-	169,093	169,093
Total other financing sources	-	40,112	169,093	128,981
Net change in fund balances	\$ -	\$ -	375,062	\$ 375,062
Fund balance - beginning			2,690,293	
Fund balance - ending			\$ 3,065,355	

See notes to required supplementary information

**SOMERSET COMMUNITY DEVELOPMENT DISTRICT
WALTON COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. The general fund budget for the fiscal year ended September 30, 2025, was amended to increase appropriations by \$40,112.

**SOMERSET COMMUNITY DEVELOPMENT DISTRICT
WALTON COUNTY, FLORIDA
OTHER INFORMATION – DATA ELEMENTS
REQUIRED BY FL STATUTE 218.39(3)(C)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025
UNAUDITED**

<u>Element</u>	<u>Comments</u>
Number of District employees compensated in the last pay period of the District's fiscal year being reported.	0
Number of independent contractors compensated to whom nonemployee compensation was paid in the last month of the District's fiscal year being reported.	2
Employee compensation	\$0
Independent contractor compensation	\$230,076
Construction projects to begin on or after October 1; (\$65K)	Not applicable
Budget variance report	See the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund
Non ad valorem special assessments;	
Special assessment rate	Operations and maintenance: \$1,522.95 - \$2,030.60 Debt service: \$939.33 - \$1,252.44
Special assessments collected	\$2,603,963
Outstanding Bonds:	
Series 2022	\$9,085,000



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors
Somerset Community Development District
Walton County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Somerset Community Development District, Walton County, Florida ("District") as of and for the fiscal year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated June 16, 2026.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

June 16, 2026



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

1001 Yamato Road • Suite 301
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors
Somerset Community Development District
Walton County, Florida

We have examined Somerset Community Development District, Walton County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2025. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2025.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Somerset Community Development District, Walton County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

June 16, 2026



**MANAGEMENT LETTER PURSUANT TO THE RULES OF
THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors
Somerset Community Development District
Walton County, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Somerset Community Development District, Walton County, Florida ("District") as of and for the fiscal year ended September 30, 2025, and have issued our report thereon dated June 16, 2026.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 16, 2026, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General of the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. Current year findings and recommendations.**
- II. Status of prior year findings and recommendations.**
- III. Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Somerset Community Development District, Walton County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Somerset Community Development District, Walton County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

June 16, 2026

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2024.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2025.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2025.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

5. The District has not met any of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2025. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 23.

Tab 4



CONSENT AGENDA – RATIFICATION OF MAINTENANCE ITEMS

A. Couch Collective	
1. WA #26-04: Step Light Replacement.....	\$1,980.00
2. WA #26-05: Lake Marilyn - Step Light Refeed.....	\$3,280.00
B. Dune Doctors	
1. WA #26-03: Sargassum Removal	\$23,279.63
2. WA #26-04: Second Sargassum Removal	\$23,279.63
C. Lake Doctors	
1. WA #26-04: Bladderwort & Torpedo Grass Removal.....	\$600.00
D. McHenry Electric	
1. WA #26-18: N Sea Garden Ped Path Lights.....	\$233.75
E. Mills Supply	
1. WA #26-06: Pump Station VFD Replacement	\$7,148.00
F. Juniper Landscaping of Florida	
1. WA #26-20: 30A Irrigation Repair	\$7,028.55
2. WA #26-21: 30A Podocarpus Replacement	\$1,128.75
3. WA #26-22: 30A Sod Repair	\$3,948.95
4. WA #26-23: 30A Medjool Replacement.....	\$16,131.93

Total: \$88,039.19

Couch Collective

WORK AUTHORIZATION #26-04

June 8, 2026

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

Subject: **Work Authorization Number 26-04 ("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 (Jun 8, 2026 16:10:32 CDT)

Authorized Representative of
Couch Collective, LLC

APPROVED AND ACCEPTED

By: 
Jody Jubuissou (Jun 8, 2026 21:11:39 CDT)
Chair/Vice-Chair, Board of Supervisors
Somerset Community Development District

Date: 08/06/2026

Attachment A

ESTIMATE

Couch Collective LLC
PO Box 4733
Santa Rosa Beach, FL 32459-4733

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.: 1112
Estimate date: 06/08/2026

#	Product or service	Description	Qty	Rate	Amount
1.	Step Light Repair	- remove and replace (3) step lights. * Bronze to Match ones just installed at Foot Bridge.	1	\$1,980.00	\$1,980.00
Total					\$1,980.00

Accepted date

Accepted by

WORK AUTHORIZATION #26-05

July 8, 2026

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

Subject: **Work Authorization Number 26-05 ("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 (Jul 13, 2026 09:14:21 CDT)

Authorized Representative of
Couch Collective, LLC

APPROVED AND ACCEPTED



By: Jody Jubuisson (Jul 9, 2026 11:43:46 CDT)
Chair/Vice-Chair, Board of Supervisors
Somerset Community Development District

Date: 09/07/2026

Attachment A

ESTIMATE

Couch Collective LLC
PO Box 4733
Santa Rosa Beach, FL 32459-4733

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.: 1119
Estimate date: 07/08/2026

#	Product or service	Description	Qty	Rate	Amount
1.	Step Light Issue -	- Refeed Step Lights from nearest Power Source / Transformer - Will have to remove, and reinstall lighting as well	1	\$3,280.00	\$3,280.00
Total					\$3,280.00

Accepted date

Accepted by

Dune Doctors

**DUNE MAINTENANCE SERVICES
WORK AUTHORIZATION NO. 26-03**

THIS WORK AUTHORIZATION (“Work Authorization”) is presented according to the requirements of that certain *Agreement between the Somerset Community Development District and Dune Doctors, LLC, for Dune Maintenance Services*, dated October 1, 2025 (“Agreement”), and is made and entered into this 4th day of June 2026, 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, with a mailing address of 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the “District”); and

DUNE DOCTORS, LLC, a Florida limited liability company, whose address is 1501 North 9th Avenue, Pensacola, Florida 32503 (the “Contractor”).

SECTION 1. SCOPE OF SERVICES. Contractor shall provide the services set forth on the proposal attached hereto as **Exhibit A** (“Services”) in accordance with the terms of the Agreement. **Exhibit A** shall not be incorporated herein, except that **Exhibit 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 compensation for the Work. The Agreement and this Work Authorization shall be controlling over any conflict between either document and the provisions of **Exhibit A**.

SECTION 2. COMPENSATION. Payment of compensation for the Services under this Work Authorization shall be based upon the Agreement and as set forth in **Exhibit A**.

SECTION 3. ACCEPTANCE. Acceptance of this Work Authorization will authorize the Contractor to complete the Services as specified in **Exhibit A** and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall perform the Services 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.

(SIGNATURES APPEAR ON FOLLOWING PAGE)

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

Attest:



Assistant Secretary/Secretary

Kim O'Mera

Print Name



Gina Lawrence (Jun 5, 2026 10:01:09 CDT)

Witness

SOMERSET COMMUNITY DEVELOPMENT DISTRICT



Jody Jubuisson (Jun 6, 2026 15:36:11 EDT)

By: Jody Jubuisson

Its: Chairman, Board of Supervisors

DUNE DOCTORS, LLC



Frederique Berozet (Jun 5, 2026 14:08:47 CDT)

By: Frederique Berozet

Its: Member

Attachment A: Proposal

Exhibit A



DUNE DOCTORS
Coastal Restoration Experts

Frederique Beroset
MBA & MS BIOLOGY, CEO

1501 North 9th Avenue, Pensacola, FL 32503 • Phone: 866-386-3737 • Fax: 850-549-3935 • DuneDoctors.com

Attention: Somerset Community Development District

Via email: SThomas@alysbeach.com

Re: LETTER OF AGREEMENT FOR ALYS BEACH
FLWAL_CALYSBEACH_L03902_06032026

Project Address: 9581 E Co Hwy 30A- Alys Beach, FL 32461

Date: June 3, 2026

I am pleased to submit for your review and signature the following Letter of Agreement for your project.

By signing this agreement, you are confirming that you are legally authorized to enter into a contract with Dune Doctors, LLC; furthermore, you confirm your authorization to sign financial obligations and to negotiate terms of this contract.

(Space left blank intentionally)

DELIVERABLE	SCOPE	COST
PHASE 1	PRESERVATION Designed to Improve Vitality	\$23,279.63
CLEANUP ONLY	Retainer for the extraction and disposal of Sargassum seaweed (34,500 sq. ft.) across the width of Alys Beach. The estimated project cost may increase depending on additional Sargassum deposition. If a credit remains, it shall be applied to the next collection of Sargassum.	\$19,909.71
DEBRIS DISPOSAL	Fee for the disposal of debris and trash. *Estimate contingent on the total debris to be removed from the project site. Rental of dumpster(s) may be needed.	*\$2,845.30
SUBJECT MATTER EXPERT	Consulting, planning and permitting services. **Some projects may require additional costs.	**\$524.62

Total Project Cost: \$23,279.63

TERMS	
Down Payment: Due Upon Signature	\$6,983.63
Due upon Completion of Phase Preservation:	\$16,296.00
Return this signed Letter of Agreement to: Frederique@DuneDoctors.com	Required to schedule project
Make Checks Payable to: Dune Doctors LLC 1501 North 9th Avenue Pensacola, Florida 32503	Required to commence project

Total Cost of Your Project: \$23,279.63

Please sign and return this document as soon as possible; as no project activity, including reservation of plants, may progress without a signed Letter of Agreement and the required down payment.

Dune Doctors, LLC is honored to be entrusted to complete your coastal erosion control project. Should you have questions or needs please feel free to contact us at (850) 939-7737; we will be more than happy to discuss your project. At Dune Doctors, we look forward to exceeding your expectations and adding you to our growing list of satisfied customers.

Dune Doctors, LLC



Frederique Beroset
Owner, MBA & MS Biology

DATE: June 3, 2026

SIGNATURE: _____
CAM/Owner

DATE: _____

PRINT NAME HERE: _____

CONDITIONS

1. Dune Doctors, LLC guarantees that over 90% of our plants will be thriving at 90 days. Any Irrigation administered to our plants outside of the instruction provided by Dune Doctors, LLC will automatically void the guarantee. Irrigation stunts the development of the plants' roots and accelerates erosion.
2. Dune Doctors, LLC does NOT warranty damage or destruction of work due to Act of God or negligence outside of our control (examples include watering, foot traffic, storm damage and maintenance not performed by Dune Doctors, LLC, etc.)
3. All proposals are valid for 90 days.
4. Dune Doctors' work does not guarantee the elimination of all storm-related damage, but endeavors to be a natural insurance policy to mitigate storm-impact to your property and potential special assessment costs.
5. Dune Doctors only installs high-quality plants. Depending on when you sign our contract, if we are replenishing our stock of plants, it may take up to 90 days for the developing plants to be ready for installation, potentially delaying the start of the project.

**DUNE MAINTENANCE SERVICES
WORK AUTHORIZATION NO. 26-04**

THIS WORK AUTHORIZATION (“Work Authorization”) is presented according to the requirements of that certain *Agreement between the Somerset Community Development District and Dune Doctors, LLC, for Dune Maintenance Services*, dated October 1, 2025 (“Agreement”), and is made and entered into this 26th day of June 2026, 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, with a mailing address of 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the “District”); and

DUNE DOCTORS, LLC, a Florida limited liability company, whose address is 1501 North 9th Avenue, Pensacola, Florida 32503 (the “Contractor”).

SECTION 1. SCOPE OF SERVICES. Contractor shall provide the services set forth on the proposal attached hereto as **Exhibit A** (“Services”) in accordance with the terms of the Agreement. **Exhibit A** shall not be incorporated herein, except that **Exhibit 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 compensation for the Work. The Agreement and this Work Authorization shall be controlling over any conflict between either document and the provisions of **Exhibit A**.

SECTION 2. COMPENSATION. Payment of compensation for the Services under this Work Authorization shall be based upon the Agreement and as set forth in **Exhibit A**.

SECTION 3. ACCEPTANCE. Acceptance of this Work Authorization will authorize the Contractor to complete the Services as specified in **Exhibit A** and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall perform the Services 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.

(SIGNATURES APPEAR ON FOLLOWING PAGE)

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

Attest:



Assistant Secretary/Secretary

Kim O'Mera

Print Name



Ginny Lawrence (Jun 26, 2026 16:00:43 CDT)

Witness

SOMERSET COMMUNITY DEVELOPMENT DISTRICT



Jody Jubuisson (Jun 26, 2026 14:41:19 CDT)

By: Jody Jubuisson

Its: Chairman, Board of Supervisors

DUNE DOCTORS, LLC



Frederique Beronet (Jun 26, 2026 22:33:06 GMT+2)

By: Frederique Beronet

Its: Member

Attachment A: Proposal

Exhibit A



DUNE DOCTORS
Coastal Restoration Experts

Frederique Beroset
MBA & MS BIOLOGY, CEO

1501 North 9th Avenue, Pensacola, FL 32503 • Phone: 866-386-3737 • Fax: 850-549-3935 • DuneDoctors.com

Attention: Somerset Community Development District

Via email: sthomas@alysbeach.com

Re: LETTER OF AGREEMENT FOR ALYS BEACH
FLWAL_CALYSBEACH_L04101_06262026

Project Address: 9581 E Co Hwy 30A - Alys Beach, FL 32461

Date: June 26, 2026

I am pleased to submit for your review and signature the following Letter of Agreement for your project.

By signing this agreement, you are confirming that you are legally authorized to enter into a contract with Dune Doctors, LLC; furthermore, you confirm your authorization to sign financial obligations and to negotiate terms of this contract.

(Space left blank intentionally)

DELIVERABLE	SCOPE	COST
PHASE 1	PRESERVATION Designed to Improve Vitality	\$23,279.63
CLEANUP ONLY	Retainer for the extraction and disposal of Sargassum seaweed (34,500 sq. ft.) across the width of Alys Beach. The estimated project cost may increase depending on additional Sargassum deposition. If a credit remains, it shall be applied to the next collection of Sargassum.	\$19,909.71
DEBRIS DISPOSAL	Fee for the disposal of debris and trash. *Estimate contingent on the total debris to be removed from the project site. Rental of dumpster(s) may be needed.	*\$2,845.30
SUBJECT MATTER EXPERT	Consulting, planning and permitting services. **Some projects may require additional costs.	**\$524.62

Total Project Cost: \$23,279.63

TERMS	
Down Payment: Due Upon Signature	\$6,983.63
Due upon Completion of Phase Preservation:	\$16,296.00
Return this signed Letter of Agreement to: Frederique@DuneDoctors.com	Required to schedule project
Make Checks Payable to: Dune Doctors LLC 1501 North 9th Avenue Pensacola, Florida 32503	Required to commence project

Total Cost of Your Project: \$23,279.63

Please sign and return this document as soon as possible; as no project activity, including reservation of plants, may progress without a signed Letter of Agreement and the required down payment.

Dune Doctors, LLC is honored to be entrusted to complete your coastal erosion control project. Should you have questions or needs please feel free to contact us at (850) 939-7737; we will be more than happy to discuss your project. At Dune Doctors, we look forward to exceeding your expectations and adding you to our growing list of satisfied customers.

Dune Doctors, LLC



Frederique Beroset
Owner, MBA & MS Biology

DATE: June 26, 2026

SIGNATURE: _____
CAM/Owner

DATE: _____

PRINT NAME HERE: _____

CONDITIONS

1. Dune Doctors, LLC guarantees that over 90% of our plants will be thriving at 90 days. Any Irrigation administered to our plants outside of the instruction provided by Dune Doctors, LLC will automatically void the guarantee. Irrigation stunts the development of the plants' roots and accelerates erosion.
2. Dune Doctors, LLC does NOT warranty damage or destruction of work due to Act of God or negligence outside of our control (examples include watering, foot traffic, storm damage and maintenance not performed by Dune Doctors, LLC, etc.)
3. All proposals are valid for 90 days.
4. Dune Doctors' work does not guarantee the elimination of all storm-related damage, but endeavors to be a natural insurance policy to mitigate storm-impact to your property and potential special assessment costs.
5. Dune Doctors only installs high-quality plants. Depending on when you sign our contract, if we are replenishing our stock of plants, it may take up to 90 days for the developing plants to be ready for installation, potentially delaying the start of the project.

The Lake Doctors

WORK AUTHORIZATION #26-04

July 14, 2026

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

Subject: **Work Authorization Number 26-04 (“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 (Jul 14, 2026 14:48:21 CDT)

Authorized Representative of
The Lake Doctors, Inc.

APPROVED AND ACCEPTED

By: *Jody Jubuisson*
Jody Jubuisson (Jul 14, 2026 15:31:18 CDT)
Chair/Vice-Chair, Board of Supervisors
Somerset Community Development District

Date: 14/07/2026

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 follow:

- 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 torpedo grass, algae, and bladderwort (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 Torpedo Grass, Algae, Bladderwort	\$	600.00
2.	Follow up inspection approximately 10-14 days after	\$	INCLUDED
3.	Detailed Service Report	\$	INCLUDED
	Total of Services Accepted	\$	600.00

\$600.00 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 **August 13, 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 *Paras D. H.*
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 #: 27054
Amount: \$233.75

WORK AUTHORIZATION FOR MAINTENANCE SERVICES – WA #26-18

This Work Authorization (the “**Work Authorization**”), dated July 20, 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

 Jul 27, 2026 22:52:33 EDT)
Secretary/Assistant Secretary

Jody Jubuisson
Jody Jubuisson (Jul 23, 2026 15:57:20 CDT)
By: Jody Jubuisson
Its: Chair

MCHENRY ELECTRIC, INC.

Niki Carr
Niki Carr (Jul 23, 2026 15:57:46 CDT)
Witness

D Clayton Mchenry
D Clayton Mchenry (Jul 24, 2026 12:55:59 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: 27054
P.O./S.O. Number: N Sea Garden PED
path / WA #26-18
Invoice Date: July 20, 2026
Payment Due: July 30, 2026
Amount Due (USD): \$233.75

Items	Amount
A) Troubleshoot and traced wire back from transformer GFI.	\$233.75
B) Technician discovered a burnt, damaged piece of wire outside of a J-Box near the transformer.	
C) Had enough slack in the ground to repull the wire in the box and remake the joint.	
D) Circuit tested efficiently with no recurring issues.	
WA #26-18	

Total: \$233.75
Amount Due (USD): \$233.75

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!

Mills Supply

WORK AUTHORIZATION #26-06

July 13, 2026

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

Subject: **Work Authorization Number 26-06 (“Work Authorization”)**
Somerset Community Development District

Dear Board of Supervisors:

Mills Supply (“Contractor”) is pleased to submit this work authorization to provide irrigation system repair, maintenance and/or replacement services for the Somerset Community Development District (“District”). We will provide these services pursuant to our current *Agreement Between the Somerset Community Development District and Mills Supply for Irrigation System Repair, Maintenance, and Replacement Services* dated March 6, 2024 (“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,

Lynn Mills

Lynn Mills (Jul 17, 2026 10:40:37 CDT)

Authorized Representative of
Mills Supply

APPROVED AND ACCEPTED

Jody Jubuisson

By: Jody Jubuisson (Jul 16, 2026 16:36:15 CDT)

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

Date: 16/07/2026

Attachment A



Estimate

Date	Estimate #
7/13/2026	1148

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

Item	Description	Qty	Cost	Total
SERVICE	Service Work - Replace 25HP VFD on Alys Beach pump station. VFD is a Watertronics 240V, SQD custom programmed for Alys Beach. Warranty: 1. Mills Supply warrants only parts to be free of defects in materials and workmanship for a period of one (1) year from the date of installation. 2. Warranty is limited to replacing or repairing the defective product. 3. This warranty does not apply to equipment that has been damaged, misapplied, or has been modified in any way. 4. Mills Supply shall not be liable to purchaser or any other person for any liability, loss, or damage caused or alleged to be caused, directly or indirectly, by the equipment supplied by Mills Supply. In no event shall Mills Supply be responsible for power surges or for incidental, consequential, or act of God damages including lightning.	1	7,148.00	7,148.00
Prices good for ten (10) days from date of estimate.			Subtotal	\$7,148.00
			Sales Tax (0.0%)	\$0.00
			Total	\$7,148.00

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

Juniper Landscaping of Florida

**WORK AUTHORIZATION NUMBER 26-20
FOR ADDITIONAL SERVICES**

THIS WORK AUTHORIZATION ("Work Authorization"), dated June 6, 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 Thousand Twenty-Eight Dollars and Fifty-Five Cents (\$7028.55)** 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**

Jody Jubuisson
Jody Jubuisson (Jun 8, 2026 16:07:12 CDT)

By: Jody Jubuisson

☒ Chairperson
☐ Vice Chairperson

JUNIPER LANDSCAPING OF FLORIDA LLC

Brian Calkins
BRIAN CALKINS (Jun 8, 2026 16:51:47 CDT)

By: BRIAN CALKINS

Its: Branch Manager

Exhibit A

Juniper

Proposal

Proposal No.: 402890

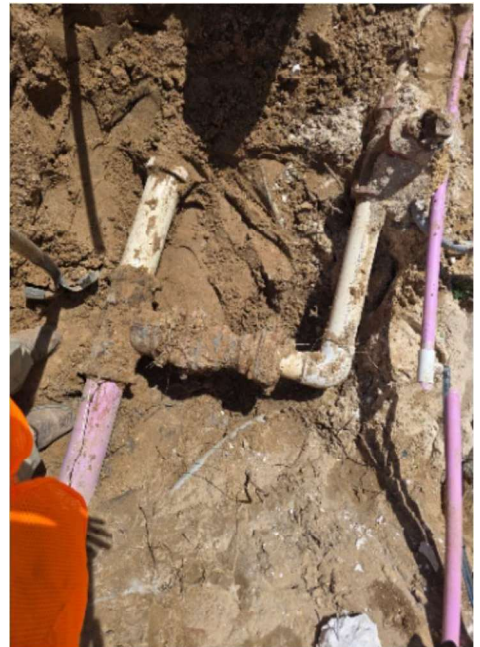
Proposed Date: 06/04/26

PROPERTY:

Somerset Community Development District
Kim O'Mera
84 Elbow Beach Road-Somerset Community Highway
30A Corridor
Inlet Beach, FL 32461

FOR:

Repair to main line west end northwest butterfly



NOT TO EXCEED ESTIMATE

Main 4-inch irrigation line was broken under the sidewalk.

Crews have cut and removed sidewalk, found issue and repaired pipe

This includes all pipe, fittings and labor.

This will include concrete re pour.

This will include paver reset.

THIS IS A NOT TO EXCEED ESTIMATE



ITEM	QTY	UOM	TOTAL
Irrigation Renovation			
Lateral Components			\$7,028.55
Irrigation Tech Labor	30.00	HR	
Misc Irrigation Parts	3.00	EA	
4" Hymax Coupling	1.00	EA	
Concrete 80lb Bags	5.00	EA	
4" Ductile Iron Gate Valve	1.00	EA	
4" Misc Fittings	8.00	EA	
PVC Pipe 4 in. x 20 ft. Schedule 40 Bell End (Sold per ft.)	12.00	FT	
Concrete Subcontractor	120.00	SF	
Paver Subcontractor	120.00	SF	
Fuel Surcharge 5%			\$0.00
Fuel Surcharge	0.00	EA	
Total:			\$7,028.55

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

**WORK AUTHORIZATION NUMBER 26-21
FOR ADDITIONAL SERVICES**

THIS WORK AUTHORIZATION ("Work Authorization"), dated June 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 One Hundred Twenty-Eight Dollars and Seventy-Five Cents (\$1128.75)** 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**

Jody Jubuisson
Jody Jubuisson (Jun 10, 2026 13:57:22 CDT)

By: Jody Jubuisson

☒ Chairperson
☐ Vice Chairperson

JUNIPER LANDSCAPING OF FLORIDA LLC

Brian Calkins
Brian Calkins (Jun 10, 2026 15:53:19 CDT)

By: BRIAN CALKINS

Its: Branch Manager

Exhibit A

Juniper

Proposal

Proposal No.: 403589

Proposed Date: 06/10/26

PROPERTY:

Somerset Community Development District
Kim O'Mera
84 Elbow Beach Road-Somerset Community Highway
30A Corridor
Inlet Beach, FL 32461

FOR:

Replacement of Podocarpus along 30A removed by FPL



Replace Podocarpus along 30A where removed by FPL. Will use 1 45 gallon to conceal this end. Approximately 7.8-8.5 Ft.

ITEM	QTY	UOM	TOTAL
Podocarpus replacement along 30A			
Landscape Material			\$1,075.00
Enhancement Labor	2.00	HR	
Podocarpus, 45 gallon	1.00	45g	
Fuel Surcharge 5.0%			\$53.75
Fuel Surcharge	0.00	EA	
Total:			\$1,128.75

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 26-22
FOR ADDITIONAL SERVICES**

THIS WORK AUTHORIZATION ("Work Authorization"), dated June 29, 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 **Three Thousand Nine Hundred Forty-Eight Dollars and Ninety-Five Cents (\$3948.95)** 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**


Jody Jubuisson (Jul 1, 2026 12:59:32 CDT)

By: Jody Jubuisson

☒ Chairperson
☐ Vice Chairperson

JUNIPER LANDSCAPING OF FLORIDA LLC


BRIAN CALKINS (Jun 30, 2026 13:57:08 CDT)

By: BRIAN CALKINS

Its: Branch Manager

Exhibit A



Proposal

Proposal No.: 406658
Proposed Date: 06/29/26

PROPERTY:	FOR:
Somerset Community Development District Kim O'Mera 84 Elbow Beach Road-Somerset Community Highway 30A Corridor Inlet Beach, FL 32461	Turf Damage Repairs along 30A

Removed Damaged turf and replace with new Sod.
Includes cutting out old sod where it is required to be cut and replaced.





ITEM	QTY	UOM	TOTAL
Sod restoration along 30A			
Site Prep			\$798.95
Bed Prep - Plant, Sod, Debris Removal	6.00	HR	
Debris by the truck	0.25	1	
Equipment	1.00	1	
Landscape Material			\$2,940.00
Enhancement Labor	6.00	HR	
Tifway Bermuda, 01 Square Foot - 01SF	1000.00	01SF	
Irrigation Renovation			\$210.00
Irrigation Technician Labor	2.00	HR	
Misc Irrigation Parts	5.00	EA	
Fuel Surcharge 5.0%			\$0.00
Fuel Surcharge	0.00	EA	
Total:			\$3,948.95

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)

6/29/2026

Signature - Representative

Date

**WORK AUTHORIZATION NUMBER 26-23
FOR ADDITIONAL SERVICES**

THIS WORK AUTHORIZATION ("Work Authorization"), dated July 9, 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 **Sixteen Thousand One Hundred Thirty-One Dollars and Ninety-Three Cents (\$16,131.93)** 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**


Jody Jubuisson (Jul 10, 2026 12:04:14 CDT)

By: Jody Jubuisson

☒ Chairperson
☐ Vice Chairperson

JUNIPER LANDSCAPING OF FLORIDA LLC


BRIAN CALKINS (Jul 10, 2026 14:10:10 CDT)

By: BRIAN CALKINS

Its: Branch Manager

Exhibit A



Proposal

Proposal No.: 408413

Proposed Date: 07/09/26

PROPERTY:	FOR:
Somerset Community Development District Kim O'Mera 84 Elbow Beach Road-Somerset Community Highway 30A Corridor Inlet Beach, FL 32461	Replace Medjool Palm along 30A between Schuyler Ct and N, Sea Garden St.

Replace Medjool Palm with specimen of similar Height Existing was struck by lightning on 7/9/2026

Work includes removal of old tree, bed prep Installation and re constructing surrounding bed to original condition.

ITEM	QTY	UOM	TOTAL
Replace Medjool Palm along 30A East of N Charles Street.			
Site Prep			\$1,335.00
Remove and Dispose of Existing Declined Tree	12.00	HR	
Debris by the truck	1.00	1	
Landscape Material			\$14,796.93
Medjool Date Palm, 32'	1.00	EA	
Labor	10.00	HR	
Heavy Equipment (includes operator)	4.00	HR	
Freight	1.00	EA	
Fuel Surcharge	1.00	EA	
Total:			\$16,131.93

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)

7/9/2026

Signature - Representative

Date



Tab 5

**SOMERSET CDD
BOARD COVER SHEET**

Agenda Item:	Roadway Paver Repair Proposals
Meeting Date:	August 6, 2026
Item Submitted by:	Doug Lang
Funding Source:	Road Impact Reserves

Overview

Purpose of Agenda Item

To consider proposals to complete roadway repairs throughout the community, as shown on the map included.

Background

Not applicable

Cost Summary

Vendor Name	Vendor Proposal	Management Fee	Proposed Total
Couch Collective, LLC	\$3,588.00	\$250.00	\$3,838.00
Disneidy Stone Pavers	\$2,350.00	\$470.00	\$2,820.00



ESTIMATE

DISNEIDY STONE PAVERS LLC
643 Sandalwood Dr
Destin, FL 32541-2442

disneidy_stone_2011@yahoo.com
+1 (850) 533-1017
<https://www.disneidystonepavers.com>



ALYS BEACH

Bill to
CDD Repairs

Estimate details

Estimate no.: 1144
Estimate date: 06/30/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Sales	CDD W Sugar Lump and Sea Garden W Sugar Lump @ Kings Castle Crt W Sugar Lump @ S Charles		\$2,350.00	\$2,350.00
Total						\$2,350.00

Note to customer
Thank you for your business

Accepted dateAccepted by

ESTIMATE

Couch Collective LLC
PO Box 4733
Santa Rosa Beach, FL 32459-4733

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



Bill to
Somerset Community Development District
Tampa, FI 33614

Ship to
Somerset Community Development District
Tampa, FI 33614

Estimate details

Estimate no.: 1117

Estimate date: 06/29/2026

#	Product or service	Description	Qty	Rate	Amount
1.	Alys Beach CDD Paver Repair (6.26' List)	- W Sugar Lump and Sea Garden - W Sugar Lump @ Kings Castle Crt - W Sugar Lump @ S Charles	1	\$3,588.00	\$3,588.00
Total					\$3,588.00

Accepted date

Accepted by

Tab 6



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 Monitoring

PG/717616/R

This Agreement, made this _____ day of _____, 20__ is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and

NAME _____

BILLING ADDRESS _____

CITY _____ **STATE** _____ **ZIP** _____ **PHONE ()** _____

EMAIL ADDRESS _____

IF YOU WOULD LIKE YOUR INVOICE EMAILED, CHECK HERE: _____

Hereinafter called "CUSTOMER"

REQUESTED START DATE: _____

PURCHASE ORDER: _____

The parties hereto agree to follows:

- A. THE LAKE DOCTORS agrees to manage certain lakes and/or waterways for a period of **twelve (12) months** from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s):

One irrigation pond at Somerset CDD (Alys Beach) Alys Beach, Fl. **October 1st, 2026-September 30th, 2028.**

- B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified aquatic management services:

1	Monthly inspection/monitoring	\$	58.00 per month
2	Monthly written service reports	\$	Included
	Total of Services Accepted	\$	58.00 per month

The above sum-total shall be due and payable in monthly installments of **\$58.00/month** including 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 LAKE DOCTORS agrees to monitor, weather permitting, from the date of receipt of this Agreement and /or required government permits.
- D. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before October 1, 2026.
- E. The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned in its entirety to be considered valid.

THE LAKE DOCTORS, INC.

CUSTOMER

Signed _____ Dated _____

Pasco Gibson, Sales Manager

Name _____

CUSTOMER/OFFICE COPY

TERMS AND CONDITIONS

Beneficial Monitoring

1. The Beneficial Monitoring Program will be conducted in a manner consistent with good water management practice using accepted methods and techniques when applicable.
2. THE LAKE DOCTORS is not responsible for loss of plants beyond the control of THE LAKE DOCTORS. CUSTOMER understands that common causes for loss of beneficial aquatic plants can be due by many factors including high water, low water, ducks and waterfowl, poor landscaping practices such as weed eating, herbivorous fish and overgrowth by noxious undesirable weeds.
3. If at any time during the term of this Agreement, CUSTOMER feels THE LAKE DOCTORS is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, CUSTOMER shall inform THE LAKE DOCTORS, in writing, stating with particularity the reasons for CUSTOMER'S dissatisfaction. THE LAKE DOCTORS shall investigate and attempt to cure the defect. If, after 30 days from the giving of the original notice, CUSTOMER continues to feel THE LAKE DOCTORS performance is unsatisfactory, CUSTOMER may terminate this Agreement by giving notice ("Second Notice") to THE LAKE DOCTORS and paying all monies owing to the effective date of termination. In this event, the effective date of termination shall be the last day of the month in which said second notice is received by THE LAKE DOCTORS.
4. THE LAKE DOCTORS 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 that provided by THE LAKE DOCTORS.
5. 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 LAKE DOCTORS be prohibited, restricted or otherwise prevented from rendering specified services by any of the conditions, THE LAKE DOCTORS shall notify CUSTOMER of said condition and of the excess direct costs arising therefrom. CUSTOMER shall have thirty (30) days after receipt of said notice to terminate this Agreement by notifying THE LAKE DOCTORS in writing.
6. CUSTOMER warrants that he or she is authorized to execute the Water Management Agreement on behalf of the riparian owner and to hold THE LAKE DOCTORS harmless for consequences of such service not arising out of the sole negligence of THE LAKE DOCTORS.
7. THE LAKE DOCTORS agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of THE LAKE DOCTORS. However, THE LAKE DOCTORS shall in no event be liable to CUSTOMER, or others for indirect, special or consequential damages resulting from any cause whatsoever.
8. THE LAKE DOCTORS reserves the right to impose a monthly service charge on past due balances and/or cancel the Agreement.
9. Should it become necessary for THE LAKE DOCTORS 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 LAKE DOCTORS resulting from such collection action.
10. This Agreement is assignable by CUSTOMER except upon prior written consent by THE LAKE DOCTORS.
11. This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by THE LAKE DOCTORS 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 LAKE DOCTORS and CUSTOMER.
12. Agreements that include debris removal shall consist of: Casual trash such as cups, plastic bags and other man-made materials up to 20 lbs. will be removed during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris are not included.

Tab 7

LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT ("**Agreement**") is made and entered into this 10th day of December 2025 ("**Effective Date**"), by and between:

SOMERSET COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 ("**District**"); and

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

RECITALS

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

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

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide landscape and irrigation maintenance services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein ("**Services**"); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional landscape and irrigation maintenance services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in **Exhibit A**.

B. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

C. The Contractor shall provide the Services as shown in **Section 3** of this Agreement. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

E. Acceptance of Site. By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the execution of this Agreement, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an "as is" basis. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor or a former contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. Upon the occurrence of any such exceptions, Contractor shall immediately notify the District. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.

F. Warranty. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it and associated damages at its cost promptly after receipt of a written notice from the District to the District's satisfaction and in the District's discretion. Neither final acceptance of the services, nor monthly or final payment

therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. Without limiting the survival of any other provision in this Agreement, this paragraph shall survive termination of the Agreement for the length of the applicable warranty notice period.

SECTION 3. SCOPE OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES. The Contractor will provide landscape and irrigation maintenance services for the areas as identified on the maintenance area map attached hereto and incorporated herein by reference as **Exhibit B**. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit A**. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 3** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

(1) The District hereby designates the District Manager, to act as its representative.

(2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 5. COMPENSATION; TERM.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor at the monthly rates identified in the Payment Scheduled included in Exhibit A for **a not-to-exceed amount of One Hundred Eleven Thousand Six Hundred Forty Dollars (\$111,640.00) annually**. The term of this Agreement shall be from January 1, 2026 through September 30, 2026, unless terminated earlier by either party in accordance with the provisions of this Agreement. The Agreement may be automatically renewed for additional, one (1) year terms, for so long as the total compensation under each year, does not exceed the bidding threshold for CATEGORY FOUR pursuant to Sections 190.033 and 287.017, Florida Statutes, and the District's Rules of Procedure.

B. If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any undisputed payment due hereunder is not paid within forty-five (45) days of the invoice date, provided that Contractor has given the District written notice of the non-payment and the District has failed to cure within ten (10) days of such notice. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 6. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

(1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.

(2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:

(i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.

(3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

(4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

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

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 7. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses,

damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto, but only to the extent caused by the negligent, reckless, or intentionally wrongful conduct of the Contractor, its subcontractors, employees, or agents. The Contractor shall not be required to indemnify the District for any claims or damages arising from the District's own negligence, the negligence of parties other than the Contractor, or for the District's breach of this Agreement.

- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 10. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in

addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 11. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 12. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 13. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 14. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor.

SECTION 15. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 19. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

SECTION 21. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the Parties.

SECTION 22. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 23. NOTICES. All notices, requests, consents and other communications under this Agreement (“**Notice**” or “**Notices**”) shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District: Somerset Community Development District
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attn: District Manager

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

B. If to the Contractor: Juniper Landscaping of Florida LLC
511 N. Highway 79
Panama City Beach, Florida 32413
Attn: Jarrett Myers

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

SECTION 24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 25. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The exclusive venue for any conflict arising out of this Agreement shall be in the County in which the District is located.

SECTION 26. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Kim O'Mera ("Public Records Custodian")**. Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

SECTION 27. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 28. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 29. COUNTERPARTS; ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

SECTION 30. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees. Contractor shall maintain records of its verification for the duration of this Agreement and for at least three (3) years thereafter. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 31. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with section 20.055(5), *Florida Statutes*.

SECTION 32. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law (“**Public Integrity Laws**”) apply to this Agreement:

- i. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- ii. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- iii. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- iv. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- v. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District (“**Prohibited Criteria**”).

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

SECTION 33. ANTI-HUMAN TRAFFICKING STATEMENT. The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

**SOMERSET COMMUNITY
DEVELOPMENT DISTRICT**

Chair/Vice Chair, Board of Supervisors

JUNIPER LANDSCAPING OF FLORIDA LLC

By: _____
Its: _____

Exhibit A: Scope of Services
Exhibit B: Landscape Area Maintenance Map

EXHIBIT A



Landscape Maintenance Agreement

Property Name: Somerset Community Development District

Billing Company Name: Rizzetta and Company

Description of Services	Frequency
General Maintenance Services	
General Mowing Services- Peak	56
General Mowing Services- OFF Peak	48
General Detailing Services- Peak	6
General Detailing Services- OFF Peak	3
Fertilization Program Turf	7
Fertilization Program Shrub	3
Insect and Disease Control- IPM	12
Irrigation Wet Checks	12
Perennial Ryegrass Seed	1
Juniper Sync	
Juniper Mapping	
Service Terms	
Annual Maintenance Price	\$111,640.00

Services

Mowing:

Mowing shall be performed with commercial grade reel mowers to provide a quality cut. Mower blades will be sharpened between each mowing to prevent tearing of grass blades. Mowing patterns shall be rotated to minimize scalping and rutting by mower wheels and to minimize soil compaction. Bermuda will be mowed at 3/4 - 1-1/4". All turf shall be twice weekly during the growing season of April through October and weekly during the slow growing season of November through March as required. Should the association request additional cuts, a separate proposal can be provided at the time service is requested. Clippings shall be left on the lawn as long as no visible clumps remain on the grass surface 24 hours after mowing; otherwise, Contractor will collect and dispose of clippings.

Edging:

All hard surfaces shall be edged at every mowing. All soft surfaces (landscape beds), shall be edged every other visit to maintain a clean edge.

Debris Removal:

Contractor shall be responsible for the removal of all lawn debris and visible clippings with each site visit and blowing off all walks, driveways, and street area where debris may be visible.

Bed Weed Control:

All landscape bed areas where weeds are evident will be treated with herbicide to keep these areas relatively weed free. Large weeds will be pulled by hand so as not to be allowed to have enough established quality to detract from the overall aesthetics of the landscape.

Safety Border:

Unless otherwise agreed upon, a 6 inch safety border will be sprayed around all areas where grass grows up to a structure or building, light poles, back flow preventer, screens and other equipment or structures. This safety border is intended to prevent damage to equipment and structure. If the community does not want the safety border, Juniper Landscaping will not be held responsible for damages to these areas.

Pruning:

Shall be performed to maintain the natural shape and plant palette characteristics. Pruning shall include, but not limited to, the removal of vegetation that is dead, damaged, or diseased. When diseased vegetation is removed, the pruning cuts shall be made deep into the healthy plant tissue to re-establish healthy growth. Should flat tops and sides be desired, this will be achieved by the use of gas-powered shears. Should the association request additional trims, an additional services proposal can be provided at the time service is requested. All trimming and pruning shall be subject to all applicable State, Federal, and ANSI (American National Standards Institute) regulations.

Arbor (Below 12 FT):

Trees: Pruned to remove any dead or damaged branches. This will include cross-branching and the raising of canopies to allow safe pedestrian movement on sidewalks and driveways in accordance to good canopy

structure. Trees over 12 feet in overall height requiring service at canopies shall be performed at the Owner's request and expense.

Palms: Fronds shall be removed when frond tips are brown and or damaged with the clean edge cuts made as close to the trunk as possible. Careful trimming procedures shall be followed to prevent damage to any portion of the tree, especially in the crown shaft and bud area. Inflorescence or seedpods and fruit shall be removed on a set cycle. Palms over 12 feet in overall height requiring service at canopies shall be performed at Owner's request and expense.

Fertilization:

Fertilizer services will be overseen by a manager with a Certified Pest Control Operator license. Fertilization will be performed by a technician who is BMP certified and holds a Limited Commercial Fertilizer License issued by the Florida Department of Agriculture and Consumer Services. All fertilizers utilized under this program will be a balanced nutrient package. Only professional commercial grade fertilizers will be used with no less than 50% slow-release nitrogen. Contractor will follow Green Industry Best Management Practices and all state and local fertilizer ordinances. Lawn & ornamentals shall be fertilized as warranted with a commercial fertilizer. The number of applications will be dependent on plant species, site conditions, and fertilizer blends used. Regardless of blends used, Contractor will apply, at a minimum, 4 pounds of nitrogen per 1000 square feet for turf. Ornamentals will vary by species and size. The application of Nitrogen (N) & Phosphorus (P) is prohibited in Florida from June 1st until September 30th. Changes in regulation, outside of Contractor's control, may affect service.

Fertilization

1st Qtr. 1 Applications - Turf & Ornamental

2nd Qtr. 2 Applications - Turf and 1 Application Ornamental

3rd Qtr. 2 Applications - Turf

4th Qtr. 2 Applications - Turf & 1 Application Ornamental

Pest, Weeds & Disease:

Spray services will be overseen by a manager with a Certified Pest Control Operator license. Spraying will be performed by a technician who holds a Spray ID card issued by the Florida Department of Agriculture and Consumer Services. The control of weeds will be a utilization of liquid and granular applications to areas of

infestation. Inspection of the turf and plant material shall be done regularly, with applications performed on a 4-6 week cycle as needed to treat various, controllable pests. Areas will be treated as problems occur. Changes in regulation, outside of Contractor's control, may affect service.

Weed: Weed control will be rotated on an 4-6 week cycle and can only be applied safely when wind drift is at a minimum, and in some cases, when average ambient temperature does not exceed manufacturer's label recommended maximum. The control of Crab, Common Bermuda, Torpedo, Tropical Signal and other true grasses in turf excluded from this Contract. In some cases, regulation prevents ability to control and in others there is no permanent eradication and control product. Preemergent applications are not included in this contract unless otherwise agreed upon by Owner & Contractor.

Pest: Preventative Grub, Chinch Bug & Fire Ant control is excluded from this Contract unless otherwise agreed upon by Owner & Contractor. A preventive application reduces but does not eliminate the potential of an outbreak. Areas will be spot treated, when identified, as part of an inspection. A proposal will be provided by Contractor, on request from Owner, for preventative treatment options. Nematode, Turtlet Mealybug & Stunt Mite, Azalea Lace Bug, Royal Palm Bug & White Fly control are entirely excluded from this Contract though some may have treatment options. Those treatments will be proposed at request from Owner.

Disease: Preventative fungal turf diseases are excluded from this contract unless otherwise agreed upon by Owner & Contractor. Preventive applications for certain diseases can be made to reduce the potential of an outbreak and will be proposed on request from Owner. A preventive application reduces, but does not eliminate, the potential of an outbreak. Lethal Virus Necrosis, Take All Root Rot, Large Patch, Sphaeropsis Gall, Fusarium Wilt, Ganoderma Butt Rot, Lethal Bronzing & Bothryosphaeria Canker are entirely excluded from this Contract. Curable disease treatments will be proposed at request from Owner.

Irrigation:

Wet Checks: Contractor shall perform a routine monthly maintenance inspection of the irrigation system consisting of the following: Activate and inspect each zone of the existing system, visually inspect surface for leaks, adjust and clean sprinkler heads where needed & inspect control valves and valve boxes.

Technician Adjustments: Adjust controller to the watering needs and in accordance with state and local ordinances as dictated by site conditions.

All parts needed to maintain functionality of the system will be proposed when exceeding \$500.00. All repairs made, under \$500.00 will be scheduled as discovered. Owner authorizes all repairs under this threshold as part of this Contract. This is a per service threshold, not cumulative. For all repairs in excess of \$500.00, work will not commence until signed off by an authorized representative of the Owner. Irrigation service calls required between scheduled visits will be billed on a time and material basis unless otherwise agreed upon by Owner & Contractor. Emergency service calls, defined as repairs that are not within normal operating hours (Monday through Friday 8:00am-4:00pm) and on holidays, will be billed on a time and material basis but at time and a half rate. There is a minimum \$200.00 service fee which includes the first 2 hours of service.

By state law, any rain sensors found to be in non-working order will be replaced at Owner's expense. Contractor shall not be responsible for the maintenance or performance of the water source. Contractor is not responsible for the availability of water or the quality of water which results in insufficient volume,

pressure, or excessive clogging of nozzles and filters. In instances where poor water quality diminishes the performance of the system, Contractor will propose remedy. Contractor will not be liable for damages as a result insufficient water volume, pressure or quality. In extreme cases, it may be necessary to increase the number of contractual wet checks to keep up with the obstructions in the system. Contractor shall perform a full irrigation audit for the purpose of budgeting long term repairs and renovations at Owner's request and expense.

JuniperSync: If offered by Contractor and elected by Owner, Contractor will provide property specific access to and training for web-based Client Portal for the purpose of managing and tracking service ticket requests. Thirty (30)days after Contract commencement, Owner & Contractor will establish protocols for workflow and approval of various types of service tickets. Contractor will not be liable for damages occurring from Owner delays in service authorizations. If offered by Contractor and elected by Owner, Contractor will provide a dedicated Customer Service representative and phone number for calling in service tickets.

Contractor does not authorize users to create service tickets for wellness checks to irrigation system outside of the normal wet check rotation schedule. Wellness checks are part of the routine monthly maintenance these service tickets will be closed without action unless user photo documents the damage or break in the service request. Normal seasonal dry conditions do not constitute a service request. Service tickets that result in confirmation of irrigation functionality will result in a billable trip charge of one (1) hour when performed outside of Contracted wet check schedule.

Service tickets will be addressed on a priority basis. Priority is determined as threat to safety first, threat to property damage second, and all others third. It is the responsibility of the Owner and its representatives to enforce adherence to Contractor's policy on this service for it to be beneficial and affective. Contractor will post seasonal bulletins on what users should expect to see to curtail service tickets for normally occurring issues.

Standard Customer Service Tickets: For all properties not enrolled in JuniperSync, Contractor will provide a general customer service contact

Juniper Mapping: If elected by Owner, Contractor will provide initial ortho-mosaic drone map imaging to document the entire property prior to contract commencement and again at a frequency agreed upon, by Owner and Contractor, to measure the improvement to the property under Contractor's care. These documents can be used as a base layer to generate other documents for the property including, but not limited to, irrigation maps, tree surveys, service schedules, drainage flow and other layers not associated with landscape services such as signage, roof damage and street and paver repair. Additional work to create these layers and reports are not included in the Contract unless otherwise agreed upon by Owner & Contractor.

Non-Contractual Services:

Unless otherwise agreed upon, in writing, by Owner & Contractor, these services include, but are not limited

to, tree, palm, plant or turf replacements, irrigation or landscape lighting repairs, mainline, pump station, or water source repairs, drainage work, arbor work, preventative disease & pest treatment, pre-emergent weed control, annual flower rotations, mulch applications, additional services above and beyond contracted frequency, storm preparation or reparation or any requested changes or enhancements to property.

Contractor will make recommendations as needed as well as act on recommendations from Owner. These services will be proposed and billed on a time and material basis. All non-contractual services will not commence without signed, written permission from authorized representative of Owner. In some cases, proposals can be definitive and in others where discovery is involved, Contractor will provide best estimate of cost but will vary based on the work involved. In these cases, detail will be provided to support the cost. Due to the volatility in labor and material cost, and Contractor's inability to budget for non-contractual services, pricing will always be based on cost at time of service.

Discovery Period:

As part of the discovery period, Contractor will provide to Owner, a start-up plan detailing first 90 days of service. This will include the existing deficiencies report, described below, as well as expectations for milestones achieved in each of the thirty (30), sixty (60) & ninety (90) day periods. Start up plan may vary on smaller properties.

Contractor will utilize the first ninety (90) days of service to identify existing deficiencies on site. Issues include, but are not limited to, negligent pruning or mowing, excessive debris, high or low pH in soil, insufficient cation exchange rate, poorly drained areas, all malfunctioning or non-operational irrigation or landscape lighting, water quality, volume or pressure issues and active disease or pests affecting trees, palms, ornamentals or turf. Depending on the level of deficiency and property size this may be completed sooner but it may also exceed the ninety (90) day benchmark. In the event evaluation will exceed ninety (90) days, Contractor will notify Owner and set a new expectation.

Once evaluation is complete, Contractor will provide a detailed issues report along with proposals for remediation. Owner has an obligation to either approve remediation work or waive Contractor's liability for pre-existing deficiencies, including future damages they may cause.

Terms & Conditions:

This Contract is for an initial term of twelve (12) months, with two twelve (12) month renewals, beginning with the contractual start date on this agreement. Owner or Contractor may terminate this agreement at any time with (30) day certified mail notice for cause. In the event neither party terminates this agreement, it will automatically renew with 5% increase for the next twelve (12) months. In the event Contract is terminated prematurely, Owner is responsible for actual costs incurred, rather than the level billing. Level billing is only done out of convenience to the Owner and does not reflect where costs are accrued.

Contractor reserves the right to terminate Contract or stop service after Owner is thirty (30) days past due. In the event of a dispute on Contracted services. Under no circumstances is Owner permitted to hold payment for Contracted services rendered. The Owner may terminate this agreement for cause as provided herein: 1. Owner shall provide Contractor written notice by certified mail of deficiencies in the performance of the contracted scope. 2. Contractor shall have fifteen (15) days after receipt of notice to remedy deficiencies referenced in the notice. 3. If the remediation period expires and deficiencies are not corrected, Owner may send termination notice by certified mail. Termination shall be effective thirty (30) days after receipt of termination notice. In the event of a mid-term Contract termination Owner agrees to pay for services rendered in lieu of the level billing structure established for convenience to the Owner.

Standard Warranty:

Contractor agrees to warranty Juniper installed irrigation, drainage and lighting for one (1) year, trees and palms for six (6) months, shrubs and ground cover for three (3) months, and sod for thirty (30) days. All products used by Contractor in the service of executing Contract scope are purchased from professional green industry vendors and manufacturers. Contractor is not responsible for damages due to acts of God or damages by others. This includes, but is not limited to freeze damage, tornadoes, hurricanes, strong winds, lightning, excessive water, insufficient water, poor existing soil conditions, poor drainage, disease, pest. Any losses due to Acts of God or damages by Others, whether primary or secondary are the sole liability of the Owner. Warranty is not valid for any relocated materials, materials provided by others or and materials that

do not have an automatic irrigation system supplying supplemental water. Warranty is not valid for failure of water or power supply. Juniper is not responsible for damage to non-located underground. Juniper maintaining a property, alone, does not constitute warranty of issues on that property.

Fees and Costs:

In the event of a payment default, Owner shall be responsible for paying the costs Contractor incurs to collect any unpaid balance, including but not limited to, attorney's fees and court costs. Past due, unpaid balance shall accrue interest at the highest lawful rate specified in the Florida statutes until paid in full.

PAYMENT SCHEDULE

SCHEDULE	PRICE	SALES TAX	TOTAL PRICE
January	\$9,303.33	\$0.00	\$9,303.33
February	\$9,303.33	\$0.00	\$9,303.33
March	\$9,303.33	\$0.00	\$9,303.33
April	\$9,303.33	\$0.00	\$9,303.33
May	\$9,303.33	\$0.00	\$9,303.33
June	\$9,303.34	\$0.00	\$9,303.34
July	\$9,303.33	\$0.00	\$9,303.33
August	\$9,303.34	\$0.00	\$9,303.34
September	\$9,303.33	\$0.00	\$9,303.33
October	\$9,303.34	\$0.00	\$9,303.34
November	\$9,303.33	\$0.00	\$9,303.33
December	\$9,303.34	\$0.00	\$9,303.34
	\$111,640.00	\$0.00	\$111,640.00

By _____

By _____

Print Name _____

Print Name _____

Date _____

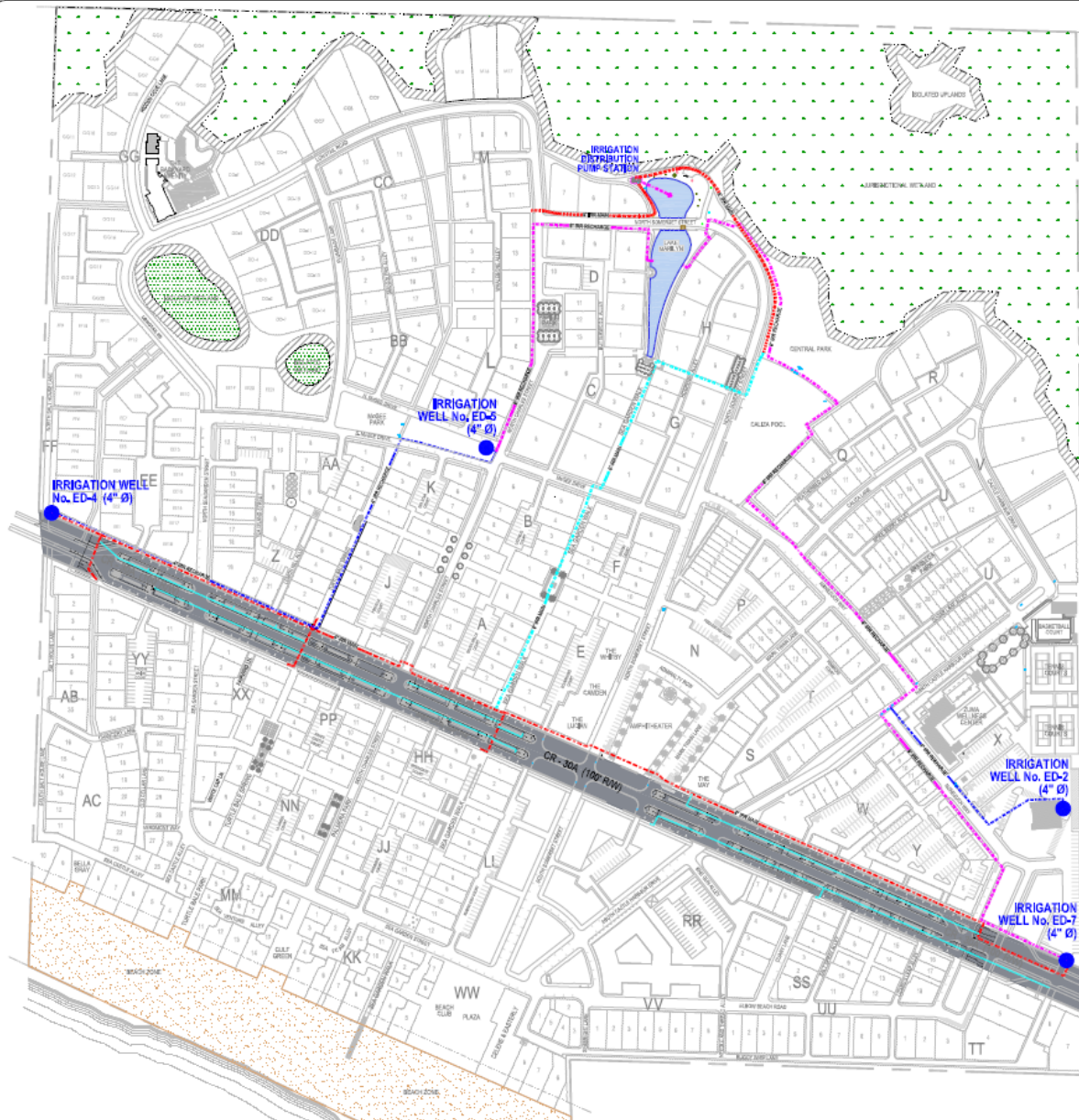
**Juniper Landscaping of Florida
LLC**

Date _____

**Somerset Community
Development District**

EXHIBIT B





LEGEND

A 1	ALYS BEACH SITE BOUNDARY (±158.5 AC)
LAKE MARILYN	LAKE MARILYN (IRRIGATION STORAGE / SUPPLY)
CDD LANDSCAPE LIMITS (CR 30A)	CDD LANDSCAPE LIMITS (CR 30A) (± 6.7 AC)
●	4 IN DIAMETER IRRIGATION SUPPLY WELL
—	LAKE RECHARGE PIPE (6" DIAMETER) [~3,900 FT]
- - -	LAKE RECHARGE PIPE (4" DIAMETER) [~2,200 FT]
—	DISTRIBUTION MAIN (8" DIAMETER) [~1,100 FT]
- - -	DISTRIBUTION MAIN (6" DIAMETER) [~1,400 FT]
—	DISTRIBUTION MAIN (CR 30A) (4" DIAMETER) [~3,400 FT]
- - -	DISTRIBUTION MAIN (CR 30A) (2.5" DIAMETER) [~4,000 FT]
—	IRRIGATION PIPE (CR 30A) (< 2" DIAMETER) [~10,000 FT]
A 1	BEACH ZONE
A 1	NEIGHBORHOOD BLOCK & LOT NUMBER
A 1	JURISDICTIONAL WETLANDS (± 20.4 AC)
A 1	UPLAND NATURAL BUFFERS (± 3.1 AC)
A 1	ISOLATED WETLANDS (± 0.97 AC)

NOTES:

- THIS MAP IS AN SCHEMATIC EXHIBIT PREPARED ON MAY 7, 2021 FROM VARIOUS SOURCES OF INFORMATION INCLUDING BUT NOT LIMITED TO, THE Alys BEACH MASTER PLAN BY KERRY VOGT ARCHITECTS DATED MARCH 10, 2021, THE BACKYARD MASTER PLAN BY HART HOGERTON, VEGETATIVE PRESERVATION MAP, 2021 BY IEC, A 2016 IRRIGATION DESIGN BY PREVIOUS IRRIGATION DESIGN, VARIOUS DESIGN DRAWINGS BY IEC, CONSULTATIVE USE PERMIT APPLICATION RECORDS FROM THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND HISTORICAL AERIALS AND PHOTOGRAPHS.
- THIS MAP IS NOT INTENDED TO INTER SURVEY GRADE ACCURACY, THIS MAP MAY BE UPDATED FROM TIME TO TIME AS WARRANTED.
- AS OF THE DATE OF THIS EXHIBIT, Alys BEACH IS CONTINUING BUILD-OUT DEVELOPMENT AND THEREFORE, COMMON / RIGHT OF WAY / FINAL LOT CONFIGURATION IS SUBJECT TO CHANGE FOR PORTIONS OF THE PROPERTY.
- BLOCK CO. (E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NN, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, 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CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NN, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TT, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UY, UV, UW, UX, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VV, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YY, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ.

THIS MAP DEPICTS LANDSCAPE & IRRIGATION COMPONENTS WHICH ARE THE RESPONSIBILITY OF THE SOMERSET CDD, ANY AND ALL OTHER LANDSCAPE AREAS OR IRRIGATION COMPONENTS OUTSIDE OF THOSE SPECIFICALLY DEPICTED HEREIN ARE THE RESPONSIBILITY OF OTHERS.

Tab 8

RESOLUTION 2026-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOMERSET COMMUNITY DEVELOPMENT DISTRICT ADOPTING DUNE MODIFICATION AND MAINTENANCE POLICY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING 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*; and

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

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the *Dune Modification and Maintenance Policy*, attached hereto as **Exhibit A** for immediate use and application ("**Policies**"); and

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

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

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

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

PASSED AND ADOPTED this 6th day of August 2026.

ATTEST:

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Policies

EXHIBIT A

SOMERSET COMMUNITY DEVELOPMENT DISTRICT DUNE MODIFICATION AND MAINTENANCE POLICY

In accordance with Chapter 190, *Florida Statutes*, and following a duly noticed public hearing and meeting, the Board of Supervisors of the Somerset Community Development District (“District”) adopted the following policy related to dune maintenance, modification, and restoration.

Adopted by the Board of Supervisors of the Somerset Community Development District on [_____]

SECTION 1. PURPOSE AND INTENT. This Policy governs all dune modifications and Maintenance activities within the Somerset Community Development District (the “**District**”), located within the Alys Beach development, in coordination with the Alys Beach Neighborhood Association, Inc. (the “**Association**”). The policy ensures the preservation, health, and structural integrity of the dune system, which serves as a critical natural barrier protecting upland property from coastal storms. It provides regulatory alignment with Chapter 161, *Florida Statutes*, and Florida Department of Environmental Protection (“**FDEP**”) guidelines. This Policy prohibits unauthorized activities by private landowners within the dune areas (each, an “**Owner**”) and establishes a formal process by which an Owner may request District-managed trimming or restoration within the dune areas at the Owner’s sole expense, and subject to applicable FDEP permitting and inspection.

SECTION 2. AUTHORITY, EASEMENT RIGHTS, AND FOUNDER PROVISIONS. The District was established by Walton County Ordinance 05-04 on March, 22, 2005, pursuant to Chapter 190, *Florida Statutes*. The District’s authority to perform maintenance, restoration, and protective activities within the dune system is founded upon its establishment documents and the District Engineer’s Report dated April 8, 2005, which identifies “Dune Restoration” as a component of the District’s public infrastructure to be maintained as part of its ongoing operations.

Additional authority is derived from the *Declaration of Covenants, Conditions, and Restrictions for Alys Beach*, recorded in Official Records Book 3047, Page 4124, Public Records of Walton County, Florida, as may be amended from time to time (the “**Declaration**”), and the Memorandum of Understanding between the District and the Alys Beach Neighborhood Association, Inc., dated October 1, 2021, as may be amended from time to time (“**MOU**”). These governing instruments collectively define the District’s role and responsibilities for the care, management, and Maintenance of beach and dune systems.

Under the Declaration, easements are granted across all properties located seaward of the Coastal Construction Control Line (“CCCL”), as illustrated in *Appendix A: Map of CCCL within District Boundaries*. See Section 3 herein for further description of the CCCL. These easements benefit the Association, the District, and other designated entities for purposes of dune restoration, maintenance, and environmental protection.

The Declaration prohibits any individual Owner from undertaking activity within the dune system, including within areas of their property located seaward of the CCCL.

The Founder, as defined in the Declaration, retains specific rights, privileges, and authorities within these easements as set forth in the Declaration. These include the right to enter the property, perform maintenance or restoration, and authorize work within the dune system as specifically provided in the Declaration. Nothing in this Policy shall be interpreted to limit, alter, or infringe upon any rights or privileges of the Founder, District or Association or their respective successors and assigns, as established in the Declaration, the recorded easements, or other governing documents; provided, however, that all activities undertaken by the Founder or its successors and assigns shall comply with all applicable federal, state, and local environmental laws and regulations, including Chapter 161, *Florida Statutes*, FDEP permitting requirements, and Walton County ordinances.

The MOU between the District and the Association may be amended from time to time by mutual written agreement of both parties. Any future amendment that affects the administration of this Policy shall be incorporated by reference and shall apply prospectively to maintain consistency with the District's responsibilities and the Association's governance structure.

SECTION 3. REGULATORY BACKGROUND. All dune areas within the District that lie seaward of the CCCL are regulated by FDEP pursuant to Chapter 161, *Florida Statutes*, and related administrative rules.

Under Section 161.053, *Florida Statutes*, no person or entity may excavate, alter, damage, or remove sand dunes or native dune vegetation seaward of the CCCL without first obtaining an FDEP permit or written authorization. This includes Owner property within the District and Alys Beach.

The District, the Association, and the Founder (and their respective authorized contractors, agents, and representatives acting under their direction), as easement holders identified in the Declaration, are the only parties authorized to undertake or coordinate maintenance, restoration, or other activities within the dune system. Individual property owners, their tenants, guests, contractors, and occupants are strictly prohibited from performing any work, trimming, or disturbance within these areas, except as expressly permitted in advance and in writing by both the Association and the District pursuant to this Policy and applicable law.

Certain native species, including sea oats (*Uniola paniculata*) and sea grapes (*Coccoloba uvifera*), are specifically protected under Section 161.242, *Florida Statutes*, and their removal, cutting, or destruction without authorization constitutes a violation of state law and may be prosecuted as a misdemeanor offense.

FDEP permits or written authorizations are required for any of the following activities seaward of the CCCL:

1. Trimming, pruning, or removal of dune vegetation;
2. Installation of sand fencing or other erosion-control measures;
3. Excavation, grading, or recontouring of dunes; or
4. Restoration, replanting, or irrigation of dune vegetation.

Routine and limited pruning of native vegetation may be conducted only by or under the direction of the authorized easement holders, being the District, the Association, or the Founder, and only when performed in accordance with FDEP Dune Maintenance Guidelines and any applicable FDEP authorizations to ensure no harm to the health or structural stability of the dune system.

Because FDEP regulations and Florida Statutes are subject to amendment from time to time, this Policy incorporates those authorities as they may be revised. All dune-related activities must therefore comply with the most current versions of the applicable statutes, administrative rules, and FDEP guidance in effect at the time the work is performed.

SECTION 4. DISTRICT MAINTENANCE PRACTICES. The District, through its approved maintenance vendor(s), conducts FDEP-authorized maintenance activities including pruning, trash removal, invasive species control, and supplemental irrigation. All activities must align with FDEP's CCCL and vegetation protection standards.

These activities are designed to enhance root stabilization and storm resilience. Trimming or pruning is done solely to protect the plant's structure and ensure a healthy root system to support the dune's integrity during storm events.

SECTION 5. OWNER REQUESTS FOR APPROVAL OF DUNE MODIFICATION, MAINTENANCE, OR RESTORATION ACTIVITIES. The District recognizes that, on occasion, construction or other activities may result in the loss or damage of dune vegetation or trees located within an Owner's property seaward of the CCCL, necessitating restoration. The District is also aware that some Owners will sometimes express an interest in conducting limited vegetation maintenance or modification, such as selective canopy trimming, within the portions of their property seaward of the CCCL.

In accordance with the Declaration, and as an easement holder with defined maintenance and restoration authority, the District, in its sole discretion, may consider Owner requests for dune modification,

maintenance, or restoration activities. Such requests are strictly limited to areas of the dune system that fall within the Owner's property boundaries, must not adversely affect adjacent properties or the dune system as a whole, and must fully comply with all applicable FDEP permitting and authorization requirements. The Association's prior approval shall be required as a condition precedent for any dune modification, maintenance or restoration activities.

Owners are prohibited from performing any work within the dune system. To provide a structured and compliant process, Owners requesting the District to perform such work shall follow the procedures outlined in the *Dune Modification and Maintenance Request Procedures*, attached hereto as *Appendix B*, which defines the required submittals, review process, and financial responsibilities.

SECTION 6. PERMITTING AND RESTORATION CONDITIONS. All activities authorized under this Policy shall comply with all applicable federal and state environmental laws and regulations, including Chapter 161, *Florida Statutes*, and FDEP permitting requirements.

Any dune modification, maintenance, or restoration activity approved by the District and performed by the District, must strictly conform to the scope, methods, and conditions approved by the FDEP. No deviation from such permit conditions shall be permitted without prior written consent from the District and confirmation from the FDEP.

Owners who receive approval by the District under this Policy shall be solely responsible for:

1. Funding all costs associated with the permitted activity, including labor, materials, permitting fees, and monitoring requirements;
2. Replacing any vegetation that fails to establish following the completion of work, using native dune species consistent with FDEP requirements; and
3. Providing temporary irrigation and follow-up maintenance for a minimum period of one (1) year from completion of planting, or until plant establishment is confirmed in writing by the District's contractor, whichever is later, as necessary to ensure successful plant establishment and dune stabilization.

All work performed under an FDEP permit shall remain subject to inspection by the District and, where applicable, the Association and FDEP. The District shall have the right to stop work immediately upon discovery of any deviation from approved permit conditions. Any unauthorized deviation, neglect, or failure to comply with permit conditions shall be deemed a material violation of this Policy and shall result in enforcement action as provided in Section 7, including but not limited to immediate work stoppage, mandatory restoration at Owner's sole cost and expense, denial of future requests for a period determined by the District in its sole discretion, and assessment of all costs, expenses, and reasonable attorneys' fees

and costs incurred by the District in connection with such violation, including those incurred in enforcing the Owner's obligations under this Policy and any related agreements.

SECTION 7. VIOLATIONS AND ENFORCEMENT. Any unpermitted or unauthorized work within the dune area shall result in one or more of the following enforcement actions, as determined by the District in its sole discretion:

- Notification to FDEP, Walton County, and any other applicable regulatory authorities, and initiation of enforcement actions;
- Required full restoration at Owner's cost;
- Reimbursement of all District and Association legal, administrative, enforcement, monitoring, investigation, or mitigation costs and expenses, including reasonable attorneys' fees and costs, expert witness fees, and court costs; and

Each day of unauthorized work may be treated as a separate violation under Section 161.053, *Florida Statutes*. The District reserves the right to deny future requests by Owners who have previously violated these provisions.

SECTION 8. APPENDICES.

- Appendix A: Map of CCCL within Somerset CDD Boundaries
- Appendix B: Dune Modification and Maintenance Request Procedures

SECTION 9. EFFECTIVE DATES AND AMENDMENTS. This Policy is effective upon adoption by resolution of the Board of Supervisors of the District. It may be amended from time to time in accordance with District procedures.

Adopted this ____ day of _____, 2026.

Chair, Board of Supervisors

Somerset Community Development District

Appendix A

SOMERSET COMMUNITY DEVELOPMENT DISTRICT *MAP OF CCCL WITHIN SOMERSET CDD BOUNDARIES*

DRAFT

Appendix B

SOMERSET COMMUNITY DEVELOPMENT DISTRICT *DUNE MODIFICATION AND MAINTENANCE REQUEST PROCEDURES*

The Somerset Community Development District's ("District") Board of Supervisors have adopted the following process and procedures for property owners ("Owner") desiring to conduct dune modification and/or maintenance on property seaward of the Coastal Construction Control Line ("CCCL") within their property boundaries.

All activities conducted pursuant to these procedures shall comply with the District's *Dune Modification and Maintenance Policy* adopted on _____, 2026, as may be amended *from time to time*.

1. Submittal Requirements

The Owner must first submit a complete request to the Alys Beach Neighborhood Association Architectural Review Committee ("**ARC**") using the Association's required forms and procedures. If approved by the ARC, the request shall require the review and approval by the Association's Board of Directors. The ARC and Association's review shall be limited to compliance with the Declaration and other Association governing documents, and shall not constitute approval of compliance with environmental laws or FDEP requirements.

Upon receiving written ARC approval, the Owner shall submit a completed *Dune Modification and Maintenance Request Form* (a form of which is attached hereto as **Exhibit A**) to the District Manager at the District's principal office that includes:

- a) The property location and a detailed description of the proposed activity.
- b) Photographs of the impacted area, along with a current survey or site exhibit identifying the area of proposed work.
- c) A complete plant list, including species, size, and quantity of each plant or tree.
- d) Any proposed irrigation plans.
- e) Written justification for the request, including evidence of construction-related impacts if applicable.

2. District Coordination and Evaluation

- a) The District and its authorized dune maintenance contractor shall evaluate the request for feasibility under current FDEP rules and guidance.

- b) The evaluation will confirm whether protected vegetation or sensitive areas may be affected and determine potential environmental impacts.
- c) The District shall ensure the proposed activity aligns with the overall dune preservation goals established under the District's Engineer's Report and easement responsibilities.

3. FDEP Permit Requirement

- a) No work may proceed until the Owner obtains a valid FDEP permit, written authorization, or field exemption from the FDEP CCCL Program.
- b) The FDEP must confirm in writing that the proposed activity will not negatively affect dune stability, vegetation health, or the overall function of the dune system.
- c) All permit conditions issued by FDEP must be followed without deviation.

4. Owner Funding and Obligations

- a) The Owner shall fund all costs associated with the approved activity, including permitting, contractor labor, replanting, irrigation, and monitoring.
- b) Any temporary irrigation systems approved for use must be installed, monitored, and removed under the direction of the District's authorized contractor.
- c) The Owner will be required to provide an advance deposit to the District in the amount of one hundred twenty percent (120%) of the proposal received from the District's authorized dune maintenance contractor to perform the work, to account for potential cost overruns, contingencies, and additional expenses. Any unused portion of the deposit shall be returned to the Owner within thirty (30) days of project completion and final inspection. If actual costs exceed the deposit amount, the Owner shall pay the additional amount within fifteen (15) days of receiving an invoice from the District.
- d) The Owner shall remain financially responsible for any corrective action required due to failure of the vegetation to establish or noncompliance with FDEP conditions.

5. Hold Harmless and Indemnification

- a) Prior to work commencement, the Owner must execute an *Owner Reimbursement and Indemnification Agreement* in the form attached as **Exhibit B**, which form may be modified by the District in its reasonable discretion to address specific circumstances of the proposed work.
- b) The Agreement shall require the Owner to indemnify, defend, and hold harmless the District, the Association, the Founder, and their respective agents, officers, employees, and contractors from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and court costs) arising from or related to the approved work, subsequent vegetation performance, or any breach of the Owner's obligations under this Policy or the Owner Reimbursement and Indemnification Agreement.

6. Work Execution and Oversight

- a) All approved work must be performed exclusively by the District or its duly authorized contracted dune maintenance vendor under direct District supervision.
- b) The District shall, in its sole discretion, coordinate project scheduling, oversee site activities, and inspect work upon completion to confirm compliance with all applicable FDEP permits, local, state, and federal regulations, the Declaration, and this Policy. The District's inspection and approval shall not constitute a warranty or guarantee of the work's quality, suitability, or compliance, and the Owner shall remain solely responsible for all aspects of the work and its results.
- c) Any deviations from approved plans, unapproved work, or damage to protected vegetation shall result in immediate work stoppage and may result in enforcement action in accordance with Section 7 of the Dune Modification and Maintenance Policy, including but not limited to requiring restoration at the Owner's sole expense, assessment of fines and penalties, and referral to appropriate regulatory authorities. The Owner shall remain liable for all costs, damages, and penalties associated with any such violations.

**SOMERSET COMMUNITY DEVELOPMENT DISTRICT
DUNE MODIFICATION AND MAINTENANCE REQUEST FORM**

Date of Submission: _____

TO: District Manager; Somerset Community Development District

SECTION 1: PROPERTY OWNER INFORMATION

Owner Name(s):

Property Address:

Mailing Address (if different):

Email Address:

Telephone Number:

Emergency Contact Number:

SECTION 2: ARC APPROVAL

☐ **Attached:** Written approval from the Alys Beach Neighborhood Association
Architectural Review Committee (ARC)

ARC Approval Date: _____

ARC Reference/Case Number (if applicable): _____

SECTION 3: PROPERTY LOCATION AND DESCRIPTION OF PROPOSED ACTIVITY

Legal Description of Property:

Detailed Description of Proposed Activity (attach additional pages if necessary):

Type of Activity Requested (check all that apply):

- ☐ Trimming or pruning of dune vegetation
- ☐ Removal of dune vegetation
- ☐ Installation of sand fencing or erosion-control measures
- ☐ Excavation, grading, or recontouring of dunes
- ☐ Restoration or replanting of dune vegetation
- ☐ Installation or modification of irrigation system
- ☐ Other:

SECTION 4: SITE DOCUMENTATION

Required Attachments (check each item included):

- ☐ Photographs of the impacted area (labeled and dated)
 - ☐ Current survey or site exhibit clearly identifying the area of proposed work and showing the Coastal Construction Control Line (CCCL)
- ☐ Additional site plans or drawings (if applicable)

SECTION 5: PLANT LIST

Complete the following for each plant or tree affected by or included in the proposed activity:

Species (Common Scientific Name)	Size	Quantity	Activity (Remove/Trim/Plant)
----------------------------------	------	----------	------------------------------

☐ Additional plant list attached

SECTION 6: IRRIGATION PLANS

☐ Irrigation is proposed as part of this request

☐ Irrigation plan attached (include specifications, duration, water source, and removal timeline)

☐ No irrigation proposed

SECTION 7: JUSTIFICATION FOR REQUEST

Provide written justification for this request:

Is this request related to construction-related impacts or damage?

☐ Yes ☐ No

If yes, provide evidence of construction-related impacts (attach documentation, photographs, inspection reports, etc.):

SECTION 8: OWNER ACKNOWLEDGMENTS

By signing below, I acknowledge and agree to the following:

1. I have read and understand the District's Dune Modification and Restoration Policy adopted on _____, 2026.
2. I understand that no work may commence until:

- The District completes its evaluation and provides written approval;
 - A valid FDEP permit, written authorization, or field exemption is obtained;
and
 - I have executed an Owner Reimbursement and Indemnification Agreement.
3. I understand that I am solely responsible for funding all costs associated with the approved activity, including permitting, contractor labor, replanting, irrigation, monitoring, and any corrective action required.
4. I will provide an advance deposit of one hundred twenty percent (120%) of the proposal amount from the District's authorized contractor.
5. I understand that all work must be performed exclusively by the District or its authorized dune maintenance vendor, and that I may not perform any work within the dune system.
6. I agree to comply with all FDEP permit conditions and all applicable federal, state, and local environmental laws and regulations.
7. I understand that any unauthorized deviation from approved permit conditions may result in enforcement action, mandatory restoration at my sole expense, and denial of future requests.
8. I understand that the District's review and approval is at its sole discretion and does not guarantee project approval or permit issuance by FDEP.

Owner Signature: _____ **Date:** _____

Print Name: _____

Co-Owner Signature (if applicable): _____

Date: _____

Print Name: _____

FOR DISTRICT USE ONLY

Date Received: _____

Received by: _____

File Number: _____

Initial Review Completed: ☐ Yes ☐ No **Date:** _____

Evaluation Status: ☐ Approved ☐ Denied ☐ Additional Information Required

Notes: _____

Tab 9

RESOLUTION 2026-07

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

WHEREAS, the Somerset Community Development District ("**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

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

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

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

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

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

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

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

PASSED AND ADOPTED this 6th day of August 2026.

ATTEST:

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Rules of Procedure

EXHIBIT A:
RULES OF PROCEDURE

**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 10

RESOLUTION 2026-08
[FY 2027 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE SOMERSET COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN 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, proposed budget(s) ("**Proposed Budget**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

WHEREAS, the District Manager posted the Proposed Budget on the District's website in accordance with Section 189.016, *Florida Statutes*; and

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

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

SECTION 1. BUDGET

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Somerset Community Development District for the Fiscal Year Ending September 30, 2027."

- c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Section 189.016, *Florida Statutes* and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for FY 2027, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2027 or within 60 days following the end of the FY 2027 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Section 189.016, *Florida Statutes*, and remain on the website for at least two (2) years.

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

PASSED AND ADOPTED THIS 6TH DAY OF AUGUST 2026.

ATTEST:

**SOMERSET COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2027 Budget

Tab 11

RESOLUTION 2026-09
[FY 2027 ASSESSMENT RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOMERSET COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR FUNDING FOR THE FY 2027 ADOPTED BUDGET(S); PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Somerset Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District, located in Walton County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 ("**FY 2027**"), the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**"), attached hereto as **Exhibit A**; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District may fund the Adopted Budget through the levy and imposition of special assessments on benefitted lands within the District and, regardless of the imposition method utilized by the District, under Florida law the District may collect such assessments by direct bill, tax roll, or in accordance with other collection measures provided by law; and

WHEREAS, in order to fund the District's Adopted Budget, the District's Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

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

1. **FUNDING.** The District's Board hereby authorizes the funding mechanisms for the Adopted Budget as provided further herein and as indicated in the Adopted Budget attached hereto as **Exhibit A** and the assessment roll attached hereto as **Exhibit B ("Assessment Roll")**.

2. **OPERATIONS AND MAINTENANCE ASSESSMENTS.**

a. **Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibit A** and **Exhibit B** and is hereby found to be fair and reasonable.

- b. **O&M Assessment Imposition.** Pursuant to Chapter 190, *Florida Statutes*, a special assessment for operations and maintenance (“**O&M Assessment(s)**”) is hereby levied and imposed on benefitted lands within the District and in accordance with **Exhibit A** and **Exhibit B**. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.
 - c. **Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.
3. **DEBT SERVICE SPECIAL ASSESSMENTS.** The District’s Board hereby certifies for collection the FY 2027 installment of the District’s previously levied debt service special assessments (“**Debt Assessments,**” and together with the O&M Assessments, the “**Assessments**”) in accordance with this Resolution and as further set forth in **Exhibit A** and **Exhibit B**, and hereby directs District staff to affect the collection of the same.
4. **COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.** Pursuant to Chapter 190, *Florida Statutes*, the District is authorized to collect and enforce the Assessments as set forth below.
 - a. **Tax Roll Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on the “**Tax Roll Property**” identified in **Exhibit B** shall be collected by the County Tax Collector at the same time and in the same manner as County property taxes in accordance with Chapter 197, *Florida Statutes* (“**Uniform Method**”). That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County property taxes. The District’s Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
 - b. **Direct Bill Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on “**Direct Collect Property**” identified in **Exhibit B** shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibit A** and **Exhibit B**. The District’s Board finds and determines that such collection method is an efficient method of collection for the Direct Collect Property.
 - i. *Due Date (O&M Assessments).* O&M Assessments directly collected by the District shall be due and payable in full on **December 1, 2026;** provided, however, that, to the extent permitted by law, the O&M Assessments due may be paid in several partial, deferred payments and according to the following schedule: **50%** due no later than **December 1, 2026, 25%** due no later than **February 1, 2027,** and **25%** due no later than **May 1, 2027.**

- ii. *Due Date (Debt Assessments).* Debt Assessments directly collected by the District shall be due and payable in full on **December 1, 2026**; provided, however, that, to the extent permitted by law, the Debt Assessments due may be paid in several partial, deferred payments and according to the following schedule: **50%** due no later than **December 1, 2026**, **25%** due no later than **February 1, 2027**, and **25%** due no later than **May 1, 2027**.
- iii. In the event that an Assessment payment is not made in accordance with the schedule(s) stated above, the whole of such Assessment, including any remaining partial, deferred payments for the Fiscal Year: shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent Assessments shall accrue at the rate of any bonds secured by the Assessments, or at the statutory prejudgment interest rate, as applicable. In the event an Assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole Assessment, as set forth herein.

- c. **Future Collection Methods.** The District's decision to collect Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

5. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached hereto as **Exhibit B**, is hereby certified for collection. The Assessment Roll shall be collected pursuant to the collection methods provided above. The proceeds therefrom shall be paid to the District. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.

6. **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.

7. **EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 6th day of August 2026.

ATTEST:

**SOMERSET COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget
Exhibit B: Assessment Roll

Exhibit B: Assessment Roll

Assessment Rolls can be requested via mail at the District Managers office located at:
3434 Colwell Ave, Suite 200, Tampa, FL 33614

Tab 12

**DIRECT COLLECTION AGREEMENT
FY 2027**

This **Agreement** ("**Agreement**") is made and entered into effective as of October 1, 2026, by and between:

SOMERSET COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (hereinafter "**District**"), is located in Walton County, Florida ("**County**"), and whose mailing address is District's Manager, c/o Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614; and

EBSCO Gulf Coast Development, Inc., a Delaware corporation and the owner of certain property located within the boundaries of the District (hereinafter, the "**Property Owner**," and together with the District, "**Parties**"), and whose mailing address is 9581 East County Highway 30A, Bldg. 1, Alys Beach, Florida 32461. For purposes of this Agreement, Property Owner's property is more particularly described in **Exhibit A** attached hereto ("**Property**").

RECITALS

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District was established for the purpose of planning, financing, constructing, operating, and/or maintaining certain infrastructure, and is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 ("**FY 2027**"), the Board of Supervisors ("**Board**") of the District determined to undertake various operations and maintenance and other activities described in the District's adopted budget ("**Adopted Budget**"); and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District may fund the Adopted Budget through the levy and imposition of special assessments on benefitted lands within the District, and, regardless of imposition method utilized by the District, under Florida law the District may collect such assessments by direct bill, tax roll, or in accordance with other collection measures provided by law; and

WHEREAS, pursuant to Resolution 2026-09 ("**Annual Assessment Resolution**"), the District's Board levied special assessments to fund the operations and maintenance of the Adopted Budget ("**O&M Assessments**") in the amounts set forth in Adopted Budget and the assessment roll attached to the Annual Assessment Resolution ("**Assessment Roll**"), and set forth the method by which the O&M Assessments and the FY 2027 installment of the District's previously levied debt service assessments ("**Debt Assessment**," and together with the O&M Assessments, "**Assessments**") shall be collected and enforced; and

WHEREAS, Property Owner agrees that the O&M Assessments, which were imposed on the lands within the District, including the Property, have been validly imposed and constitute valid, legal, and binding liens upon the lands within the District; and

WHEREAS, pursuant to Florida law, the District certified the (i) portion of the Assessment Roll related to certain “**Tax Roll Property**” to the County Tax Collector for collection in accordance with Chapter 197, *Florida Statutes* (“**Uniform Method**”) and (ii) portion of the Assessment Roll relating to the “**Direct Collect Property**” for direct collection by the District in accordance with Florida law; and

WHEREAS, as the Property is identified on the Assessment Roll as Direct Collect Property, the District and Property Owner desire to arrange for the direct collection and direct payment of the District’s Assessments levied against the Property.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. **VALIDITY OF SPECIAL ASSESSMENTS.** Property Owner agrees that the Assessments have been validly imposed and constitute valid, legal, and binding liens upon the lands within the District, including the Property. Property Owner hereby waives and relinquishes any rights it may have to challenge, object to, or otherwise fail to pay such Assessments.

3. **COVENANT TO PAY.** Property Owner agrees to pay the Assessments attributable to the Property, regardless of whether Property Owner owns the Property at the time such payment is due or paid. Nothing herein shall prohibit Property Owner from prorating or otherwise collecting these Assessments from subsequent purchasers of the Property. The District shall send a bill to Property Owner on or about September 15, 2026, indicating the exact amount of the Assessment being certified for collection in FY 2027. The Assessments attributable to the Property shall be due and payable on the dates and in the amounts set forth in the Annual Assessment Resolution. The District’s decision to collect Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

4. **ENFORCEMENT.** This Agreement shall serve as an alternative, additional method for collection of the Assessments. This Agreement shall not affect the District’s ability to collect and enforce its Assessments by any other method authorized by Florida law. Property Owner acknowledges that the failure to pay the Assessments may result in the initiation of a foreclosure action, or, at the District’s sole discretion, delinquent Assessments may be certified for collection on a future County tax bill. In the event that an Assessment payment is not made in accordance with the schedule stated above, the whole of such Assessment – including any remaining partial, deferred payments for FY 2027, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent Assessments shall accrue at the applicable rate of any bonds or other debt instruments secured by the Assessments, or at the statutory prejudgment interest rate, as applicable. In the event an Assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate legal proceedings pursuant to

Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole Assessment, as set forth herein.

5. **NOTICE.** All notices, requests, consents and other communications under this Agreement, but excluding invoices ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, at the addresses set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth in this Agreement. Notices delivered after 5:00p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Parties may deliver Notice on behalf of the Parties. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties and addresses of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addresses set forth in this Agreement.

6. **AMENDMENT.** This instrument shall constitute the final and complete expression of the Agreement between the Parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto.

7. **AUTHORITY.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each Party has complied with all the requirements of law, and each Party has full power and authority to comply with the terms and provisions of this Agreement.

8. **ASSIGNMENT.** This Agreement may not be assigned, in whole or in part, by either Party except upon the written consent of the other. Any purported assignment without such consent shall be void.

9. **DEFAULT.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Property Owner.

10. **ATTORNEYS' FEES.** In the event that either Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the prevailing Party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

11. **BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns.

12. **APPLICABLE LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

13. **NEGOTIATION AT ARM'S LENGTH.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

Attest:

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

By: _____
Its: _____

EBSCO GULF COAST DEVELOPMENT, INC.,
A Delaware corporation

Witness

By: _____
Name: _____
Title: _____

EXHIBIT A Description of the Property

Exhibit A
Description of the Property



LEGAL DESCRIPTION

LEGAL DESCRIPTION

THE WEST ONE-HALF (W 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 26,
TOWNSHIP 3 SOUTH, RANGE 18 WEST, WALTON COUNTY, FLORIDA;
LESS AND EXCEPT: THE RIGHT-OF-WAY OF STATE ROAD S-30-A

AND

THE EAST ONE-HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF FRACTIONAL
SECTION 27, TOWNSHIP 3 SOUTH, RANGE 18 WEST, WALTON COUNTY, FLORIDA.

LESS AND EXCEPT: THE RIGHT-OF-WAY OF STATE ROAD S-30-A;

LESS AND EXCEPT: A 77.77 FEET WIDE STRIP OF LAND ALONG THE WEST LINE OF THE (E
1/2) OF THE SE 1/4 OF SAID SECTION 27, LYING NORTH OF STATE ROAD S-30-A, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE (NE 1/4) OF THE (SE 1/4) OF SECTION 27,
TOWNSHIP 3 SOUTH, RANGE 18 WEST, WALTON COUNTY, FLORIDA; THENCE NORTH 89°29'08"
EAST ALONG THE NORTH LINE OF SAID (SE 1/4), FOR A DISTANCE OF 77.77 FEET; THENCE
SOUTH 01°20'28" WEST, ALONG A LINE WHICH IS 77.77 FEET EAST OF AND PARALLEL WITH
THE WEST LINE OF THE (EAST 1/2) OF THE (SE 1/4) A DISTANCE OF 1283.85 FEET TO A
POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD S-30-A; THENCE NORTH
66°55'13" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 83.72
FEET TO A POINT ON THE WEST LINE OF THE (E 1/2) OF THE (SE 1/4); THENCE NORTH
01°20'28" EAST, ALONG SAID WEST LINE FOR A DISTANCE OF 1251.72 FEET TO THE POINT
OF BEGINNING.

ALSO LESS AND EXCEPT: A 93.54 FEET WIDE STRIP OF LAND ALONG THE WEST LINE OF
THE EAST ONE-HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 27,
LYING SOUTH OF STATE ROAD S-30-A, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST (NW) CORNER OF THE (E 1/2) OF THE (SE 1/4) OF
SECTION 27, TOWNSHIP 3 SOUTH, RANGE 18 WEST, WALTON COUNTY, FLORIDA; THENCE S.01
°20'28"W. ALONG SAID WEST LINE OF THE EAST 1/2 (E 1/2) OF THE SOUTHEAST QUARTER
(SE 1/4) OF SECTION 27 FOR A DISTANCE OF 1359.37 FEET TO A POINT ON THE
SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD S-30-A AND THE POINT OF BEGINNING;
THENCE S.66°55'13"E. ALONG SAID SOUTHERLY RIGHT-OF-WAY FOR A DISTANCE OF 100.51
FEET; THENCE S.01°22'00"W. ALONG A LINE WHICH IS 93.54 FEET EAST OF AND PARALLEL
WITH THE WEST LINE OF THE (EAST 1/2) OF THE (SE 1/4) FOR A DISTANCE OF 1050.00
FEET TO THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO; THENCE N.65°25'37"W.
ALONG THE MEANDER OF THE MEAN HIGH WATER LINE OF THE WATERS OF THE GULF OF
MEXICO FOR A DISTANCE OF 101.77 FEET; THENCE RUN N.01°22'00"E FOR A DISTANCE OF
1047.15 FEET TO THE POINT OF BEGINNING.

AND

FRACTIONAL SECTION 34, TOWNSHIP 3 SOUTH, RANGE 18 WEST, WALTON COUNTY, FLORIDA.
TOGETHER WITH ALL RIPARIAN AND LITTORAL RIGHTS AND ALL PRIVILEGES OF AN UPLAND
OWNER APPERTAINING THERETO. PARCEL CONTAINS 158.49 ACRES, MORE OR LESS.

Somerset Community Development District

• **EBSCO Gulf Coast Development, Inc.**
Developer

• **Moore Bass Consulting, Inc.**
Civil Engineer



Tab 13

RESOLUTION 2026-10

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOMERSET
COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING
SCHEDULE FOR FISCAL YEAR 2025-2026; 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*, and situated entirely within Walton County, Florida; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located; and

WHEREAS, the Board desires to adopt the Fiscal Year 2026-2027 annual meeting schedule attached as **Exhibit A**.

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

SECTION 1. The Fiscal Year 2026-2027 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and provided to applicable governing authorities.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 6th day of August 2026.

ATTEST:

**SOMERSET COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A

**BOARD OF SUPERVISORS MEETING DATES
SOMERSET COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025-2026**

The Board of Supervisors of the Somerset Community Development District will hold their regular meetings for Fiscal Year 2025-2026 at the Somerset Conference Room, located at 215 Nonesuch Way, Alys Beach, Florida 32461, at 2:00 p.m. Central Time unless otherwise indicated as follows:

Thursday, October 1, 2026	2:00 p.m.
Thursday, December 3, 2026	2:00 p.m.
Thursday, February 4, 2027	2:00 p.m.
Thursday, April 1, 2027	2:00 p.m.
Thursday, June 3, 2027	2:00 p.m.
Thursday, August 5, 2027	2:00 p.m.

Kim O'Mera
District Manager