



Rizzetta & Company

Somerset Community Development District

Board of Supervisors' Meeting September 1, 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	Chairman
	John Rosenberg	Vice Chairman
	George Hartley	Assistant Secretary
	Sam Thomas	Assistant Secretary
	Tom Dodson	Assistant Secretary
District Manager	Kimberly O'Mera	Rizzetta & Company, Inc.
District Counsel	Tucker Mackie	Kutak Rock, LLP
District Engineer	Jim Martelli	Innerlight Engineering

All Cellular phones and pagers must be turned off while in the meeting room.

The 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

August 31, 2026

Board of Supervisors
Somerset Community
Development District

FINAL AGENDA REVISED

Dear Board Members:

The **Special** Meeting of the Board of Supervisors of the Somerset Community Development District will be held on **Tuesday, September 1, 2026, at 1:00 p.m. (Central Time)** at the Somerset Conference Hall, located at 215 Nonesuch Way, Alys Beach, FL 32461. The following is the Tentative Agenda for this meeting:

1. CALL TO ORDER/ROLL CALL

2. AUDIENCE COMMENTS ON AGENDA ITEMS

3. BUSINESS ADMINISTRATION

- A. Consideration of Minutes for the Board of Supervisors Meeting held on June 4, 2026 Tab 1
- B. Ratification of Operation and Maintenance Expenditures for April 2026 – July 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. AquaPro: WA #26-03: Caliza Well Repair
- B. Arbor Tree Care: WA #26-01: 30A Palm Pruning
- C. Couch Collective:
 - 1. WA #26-04: Step Light Replacement
 - 2. WA #26-05: Lake Marilyn – Step Light Refeed
- D. Dune Doctors:
 - 1. WA #26-03: Sargassum Removal
 - 2. WA #26-04: Sargassum Removal
- E. Lake Doctors: WA #26-04: Bladderwort & Torpedo Grass Treatment
- F. McHenry Electric:
 - 1. WA #26-17: L-05 W/P GFI Outlets
 - 2. WA #26-18: N Sea Garden Ped Path Lights
- G. Mills Supply: WA #26-06: Pump Station VFD Replacement
- H. 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 of Proposal for Sand Restoration and License Agreement
for Sand Storage and Removal for the Same Tab 7
- D. Consideration of Work Authorization #26-06: Dune Restoration at AC5
by Dune Doctors and Owner Reimbursement and Indemnification Agreement Tab 8
- E. Consideration of Fiscal Year 2026/2027 Dune Maintenance Agreement –
Dune Doctors Tab 9
- F. Consideration/Acceptance of Landscape Maintenance Agreement
Renewal – Juniper Landscaping of FL Tab 10
- G. Consideration of Resolution 2026-11, Rescheduling Public Hearing to
Adopt Revised Rules of Procedure Tab 11
- H. Consideration of Resolution 2026-12, Rescheduling Public Hearing to
Adopt Dune Modification and Maintenance Policy Tab 12
- I. 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 13
- J. 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 14
- K. Consideration of Fiscal Year 2026/2027 Direct Collection Agreement..... Tab 15
- L. Consideration of Resolution 2026-10, Annual Meeting Schedule for
Fiscal Year 2026-2027 Tab 16
- M. Consideration of First Addendum to Contract for Professional District
Management Services Tab 17

6. STAFF REPORTS

- A. District Counsel
- B. District Engineer
- C. Facility Manager
- D. District Manager

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 Jubuisson	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**

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, subject to changes discussed by the Board regarding line 50, for Somerset Community Development District.

FOURTH ORDER OR BUSINESS

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

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, designating Susan Garcia as Assistant Treasurer of the District, for Somerset Community Development District.

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.

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

June 4, 2026 - Minutes of Meeting

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SEVENTH ORDER OR BUSINESS

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

The Board considered the appointment of Sam Thomas to fill the vacancy in Seat #5 of the Board of Supervisors.

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, for Somerset Community Development District.

Following the appointment, the Oath of Office was administered to Ms. Thomas.

EIGHTH ORDER OR BUSINESS

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

Ms. O'Mera presented Resolution 2026-02 for the Board's consideration. Following discussion, the Board designated the officers of the District 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, Redesignating Officers of the District, for Somerset Community Development District.

NINTH ORDER OR BUSINESS

**Presentation of Registered Voter
Count**

Ms. O'Mera reported that the District had one hundred eighty (180) registered voters as of April 15, 2026.

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

June 4, 2026 - Minutes of Meeting

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TENTH ORDER OR BUSINESS

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

Ms. O'Mera presented Resolution 2026-03 for the Board's consideration, providing for the Landowner Election to be held on November 3, 2026, at 1:00 p.m.

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

ELEVENTH ORDER OR BUSINESS

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

Ms. O'Mera presented the maintenance items included on the Consent Agenda for the Board's consideration and ratification.

On a motion by Mr. Hartley, seconded by Mr. Dodson, with all in favor, the Board ratified the following expenditures for Somerset Community Development District:

Alys Beach Resorts:

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

AquaPro Water Systems:

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

Couch Collective:

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

Lake Doctors:

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

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

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

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

June 4, 2026 - Minutes of Meeting

Page 5

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 revisions to the District's Rules of Procedure and reviewed the substantive updates reflected in the revised document.

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**

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 OR BUSINESS

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

Ms. O'Mera presented Work Authorization #26-03 for sargassum removal by Dune Doctors. The Board discussed the proposed scope of work and anticipated costs associated with the services.

On a motion by Mr. Dodson, seconded by Ms. Thomas, with all in favor, the Board approved Work Authorization #26-03 for sargassum removal in the amount of \$23,279.63 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 for the Board's consideration.

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 (12) 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. Discussion among the Board ensued.

EIGHTEENTH ORDER OF BUSINESS

**Consideration of Resolution 2026-05,
Approving Proposed Budget for Fiscal
Year 2026/2027 & Setting a Public
Hearing Thereon**

On a motion by Mr. Dodson, seconded by Mr. Hartley, with all in favor, the Board adopted Resolution 2026-05, Approving Proposed Budget for Fiscal Year 2026/2027 & setting the public hearing for August 6, 2026, at 2:00 p.m., for Somerset Community Development District.

NINETEENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Ms. Mackie had no specific report and 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 potential 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 were 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 was scheduled for August 6, 2026, at 2:00 p.m.

Ms. O'Mera invited questions from the Board. There were no questions.

TWENTIETH ORDER OF BUSINESS

Supervisor Requests and Audience Comments

There were no Supervisor requests. There being no audience members present, there were no audience comments.

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

June 4, 2026 - Minutes of Meeting

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TWENTY-FIRST 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

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
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>

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 July 2026 For Board Approval

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

The total items being presented: **\$114,842.68**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Somerset Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2026 Through July 31, 2026

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
ALYS Beach Resort LLC	300348	CL00029843	Cleanout storm cap 04/26	\$ 4,974.42
ALYS Beach Resort LLC	300348	CL00030147	Ped pat lighting repairs 05/26	\$ 2,003.53
ALYS Beach Resort LLC	300361	CL00030648	8862 LM Fountain Pump Inst 06/26	\$ 117.61
ALYS Beach Resort LLC	300366	CL00030669	Remove Landscape Debris 06/26	\$ 98.80
Aqua Pro Water Systems - FL/GA	300356	143205464	Chemical/Salt Installation 06/26	\$ 143.00
Aqua Pro Water Systems - FL/GA	300356	143205623	Chemical/Salt Installation 06/26	\$ 63.00
Aqua Pro Water Systems - FL/GA	300354	143207126	Chemical/Salt Installation 06/26	\$ 127.00
Aqua Pro Water Systems - FL/GA	300354	143207157	Chemical/Salt Installation 06/26	\$ 191.00
Aqua Pro Water Systems - FL/GA	300354	143207188	Chemical/Salt Installation 06/26	\$ 111.00
Aqua Pro Water Systems - FL/GA	300354	143207214	Chemical/Salt Installation 06/26	\$ 271.00
Aqua Pro Water Systems - FL/GA	300356	143618450	Chemical/Salt Installation 07/26	\$ 127.00
Aqua Pro Water Systems - FL/GA	300356	143618476	Chemical/Salt Installation 07/26	\$ 527.00
Aqua Pro Water Systems - FL/GA	300356	143620373	Chemical/Salt Installation 07/26	\$ 143.00
Aqua Pro Water Systems - FL/GA	300356	143620404	Chemical/Salt Installation 07/26	\$ 287.00

Somerset Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2026 Through July 31, 2026

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Aqua Pro Water Systems - FL/GA	300356	143846804	East Well Equipment Tune-Up 07/26	\$ 405.00
Aqua Pro Water Systems - FL/GA	300356	143847999	West Well Equipment Tune-Up 07/26	\$ 405.00
Aqua Pro Water Systems - FL/GA	300356	143852446	East Well Equipment Tune-Up 07/26	\$ 695.00
Aqua Pro Water Systems - FL/GA	300367	143859474	Caliza Equipment Tune-Up 07/26	\$ 405.00
Aqua Pro Water Systems - FL/GA	300356	143868469	Chemical/Salt Installation 07/26	\$ 415.00
Aqua Pro Water Systems - FL/GA	300356	143868607	Chemical/Salt Installation 07/26	\$ 223.00
Aqua Pro Water Systems - FL/GA	300356	143868745	Chemical/Salt Installation 07/26	\$ 87.00
Aqua Pro Water Systems - FL/GA	300356	143868936	Chemical/Salt Installation 07/26	\$ 287.00
Aqua Pro Water Systems - FL/GA	300362	143869039	Chemical/Salt Installation 07/26	\$ 191.00
Aqua Pro Water Systems - FL/GA	300362	143869330	Chemical/Salt Installation 07/26	\$ 127.00
Aqua Pro Water Systems - FL/GA	300362	143869365	Chemical/Salt Installation 07/26	\$ 303.00
Aqua Pro Water Systems - FL/GA	300362	143869394	Chemical/Salt Installation 07/26	\$ 175.00
Aqua Pro Water Systems - FL/GA	300364	144836299	Chemical/Salt Installation 07/26	\$ 191.00
Aqua Pro Water Systems - FL/GA	300364	144837005	Chemical/Salt Installation 07/26	\$ 303.00

Somerset Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2026 Through July 31, 2026

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Aqua Pro Water Systems - FL/GA	300364	144837064	Chemical/Salt Installation 07/26	\$ 111.00
Aqua Pro Water Systems - FL/GA	300364	144837090	Chemical/Salt Installation 07/26	\$ 127.00
Aqua Pro Water Systems - FL/GA	300365	144838279	Chemical/Salt Installation 07/26	\$ 111.00
Aqua Pro Water Systems - FL/GA	300365	144838310	Chemical/Salt Installation 07/26	\$ 207.00
Aqua Pro Water Systems - FL/GA	300365	144838341	Chemical/Salt Installation 07/26	\$ 79.00
Aqua Pro Water Systems - FL/GA	300365	144838367	Chemical/Salt Installation 07/26	\$ 255.00
Aqua Pro Water Systems - FL/GA	300367	145324529	Chemical/Salt Installation 07/26	\$ 111.00
Aqua Pro Water Systems - FL/GA	300367	145324560	Chemical/Salt Installation 07/26	\$ 303.00
Aqua Pro Water Systems - FL/GA	300367	145324658	Chemical/Salt Installation 07/26	\$ 223.00
Aqua Pro Water Systems - FL/GA	300367	145324689	Chemical/Salt Installation 07/26	\$ 79.00
Arbor Tree Care	300349	0014705	Tree Pruning 05/26	\$ 6,500.00
Arbor Tree Care	300349	0014726	30A Palm Systemic PHC injections 06/26	\$ 10,400.00
Dune Doctors, LLC	300363	050126-33	Maintenance Q3: May - June - July Quarter 05/26	\$ 19,458.18
Dune Doctors, LLC	300350	062626-2	Deal #39 - WA #26-03 Phase 1 - PRESERVATION - Removal of	\$ 14,044.45

Somerset Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2026 Through July 31, 2026

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Dune Doctors, LLC	300363	070326-1	Removal of Sargassum 07/26	\$ 18,392.90
Florida Power & Light Company	20260714-01	2104633165-070226	9954 E Cty Hwy 30A 06/26	\$ 234.94
Florida Power & Light Company	20260715-01	2108012465-070226	9396 E COUNTY HIGHWAY 30A 06/26	\$ 317.99
Florida Power & Light Company	20260720-01	2112535147-070226	305 Somerset Street 06/26	\$ 2,493.17
Florida Power & Light Company	20260720-01	2112535170-070226	121 N. Charles St 06/26	\$ 272.13
Florida Power & Light Company	20260720-01	2112535329-070226	97 Nonesuch Way 06/26	\$ 34.93
Florida Power & Light Company	20260720-01	2112535378-070226	31 Hog Penny Aly 06/26	\$ 33.69
Florida Power & Light Company	20260720-01	2112535477-070226	101 N Somerset St 06/26	\$ 34.93
Florida Power & Light Company	20260720-01	2112535527-070226	69 N Charles St. Inlet 06/26	\$ 67.21
Florida Power & Light Company	20260720-01	2112535568-070226	147 W LA Garza Ln 06/26	\$ 33.54
Florida Power & Light Company	20260714-01	2112535741-070226	15 Caliza Ln. Misc. Pole 06/26	\$ 33.29
Florida Power & Light Company	20260720-01	2112535816-070226	106 N Somerset Street 06/26	\$ 32.55
Innerlight Engineering Corporation	300368	22300074-000 - 6	NPDES Inspections 06/05,06/12,06/19,06/26,07/02	\$ 3,575.00
Juniper Landscaping of Florida, LLC	300351	399664	Replace stone throughout 30A Palm plant beds	\$ 159.50

Somerset Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2026 Through July 31, 2026

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Juniper Landscaping of Florida, LLC	300355	403713	Monthly Landscape Maintenance 06/26	\$ 9,303.00
Kutak Rock, LLP	300357	3762069	Legal Services 04/26	\$ 1,733.00
McHenry Electric, Inc.	300370	27054	N Sea Garden PED path / WA #26-18 07/26	\$ 233.75
Mills Supply	300358	11037	Monthly Pump Station Maintenance 07/26	\$ 225.00
Rizzetta & Company, Inc.	300353	INV0000110684	Accounting Services 07/26	\$ 9,447.17
The Lake Doctors, Inc.	300369	2241409	One Time Application 07/26	\$ 600.00
The Lake Doctors, Inc.	300359	387039B	Monthly Monitoring 07/26	\$ 55.00
VGlobal Tech	300352	8247	Website ADA Compliance 03/26	\$ 425.00
VGlobal Tech	300352	8381	Website ADA Compliance 04/26	\$ 425.00
VGlobal Tech	300352	8463	Website ADA Compliance 05/26	\$ 425.00
VGlobal Tech	300352	8551	Website ADA Compliance 06/26	\$ 425.00
VGlobal Tech	300360	8687	Website ADA Compliance 07/26	<u>\$ 425.00</u>
Report Total				<u>\$ 114,842.68</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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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>\$</u>	<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



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**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. AquaPro Water Systems	
1. WA #26-03: Caliza Well Repair	\$1,070.00
B. Arbor Tree Care	
1. WA #26-01: 30A Palm Pruning	\$500.00
C. Couch Collective	
1. WA #26-04: Step Light Replacement.....	\$1,980.00
2. WA #26-05: Lake Marilyn - Step Light Refeed	\$3,280.00
D. Dune Doctors	
1. WA #26-03: Sargassum Removal	\$23,279.63
2. WA #26-04: Second Sargassum Removal	\$23,279.63
E. Lake Doctors	
1. WA #26-04: Bladderwort & Torpedo Grass Removal.....	\$600.00
F. McHenry Electric	
1. WA #26-18: N Sea Garden Ped Path Lights.....	\$233.75
G. Mills Supply	
1. WA #26-06: Pump Station VFD Replacement	\$7,148.00
H. 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: \$89,609.19

AquaPro

WORK AUTHORIZATION #26-03

July 28, 2026

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

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

Dear Board of Supervisors:

Jottis, LLC, d/b/a Aqua Pro Water Systems (“Contractor”) is pleased to submit this work authorization to provide salt system maintenance services for the Somerset Community Development District (“District”). We will provide these services pursuant to our current *Agreement Between the Somerset Community Development District and Aqua Pro Water Systems for Salt System Maintenance Services* dated February 7, 2025 (“Agreement”) as follows:

I. Scope of Work

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

II. Fees

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

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

Sincerely,



Bragg Jones (Aug 4, 2026 12:05:01 CDT)

Authorized Representative of
Aqua Pro Water Systems

APPROVED AND ACCEPTED

By: 
Jody Jubuisson (Aug 4, 2026 10:34:20 MDT)
Chair/Vice-Chair, Board of Supervisors
Somerset Community Development District

Date: 08/04/26

Attachment A



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

BILL TO

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

ESTIMATE
146193279

ESTIMATE DATE
Jul 28, 2026

JOB ADDRESS

Caliza Well
9581 East County Highway 30A #CALIZA WELL
Alys Beach, FL 32461 USA

Job: 145893780

Technician: James Bender

ESTIMATE DETAILS

Well Repair: This quote is to replace to pressure switch and clean the Lakos sand separator.

SERVICE	DESCRIPTION	QTY	PRICE	TOTAL
CTC	Commercial Trip Charge	1.00	\$200.00	\$200.00
ADTL	Cleaning lakos sand filter	4.00	\$55.00	\$220.00

Materials

MATERIAL	DESCRIPTION	QUANTITY	YOUR PRICE	YOUR TOTAL
102493	PRESSURE SWITCH,TANK NSC	1.00	\$650.00	\$650.00

SUB-TOTAL \$1,070.00

TOTAL \$1,070.00

If paying by check please add invoice number to memo line.

Thank you for choosing Aqua Pro Water Systems!

CUSTOMER AUTHORIZATION

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

amount. Aqua Pro's Service warranty and Kinetico's manufacturer warranty do not cover any damages incurred by weather (hurricane, freeze, tornado, etc). Aqua Pro will provide services for these damages at the customer's expense. ALL DEPOSITS ARE NON-REFUNDABLE.

Sign here

Date

Arbor Tree Care

WORK AUTHORIZATION #26-01

July 31, 2026

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

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

Dear Board of Supervisors:

Arbor Tree Care, LLC (“Contractor”) is pleased to submit this work authorization to provide palm tree maintenance services for the Somerset Community Development District (“District”). We will provide these services pursuant to our current *Agreement Between the Somerset Community Development District and Arbor Tree Care, LLC, for Palm Tree Maintenance Services* dated April 23, 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,


Chase Dalton (Aug 4, 2026 09:11:35 CDT)
Authorized Representative of
Arbor Tree Care, LLC

APPROVED AND ACCEPTED

By: 
Jody Jubisson (Aug 4, 2026 10:36:59 MDT)
Chair/Vice-Chair, Board of Supervisors
Somerset Community Development District

Date: 08/04/26

ATTACHMENT A

Estimate

#1215615

From: Arbor Tree Care

PO Box 36022 Panama City, FL 32412
(850)785-0153

Amount:

\$500.00

Date of Issue:

7/31/2026

**Bill To: Somerset Community Development District Rizzetta & Co.
Inc.**

3434 Colwell Ave suite 200, Tampa, FL 33614, USA
8507142995

Expiration Date:

8/31/2026

Item	Rate (excl. tax)	Quantity	Tax	Total
Tree Pruning Prune palms along 30A- Remove hanging fronds from TS Bertha, haul away debris	\$500.00	1		\$500.00
Subtotal				\$500.00
Total				\$500.00

Terms & Conditions:

Work will be completed in a workmanlike manner according to standard practices. Any added work beyond provided specifications will be an additional charge. Arbor Tree Care employs ISA Certified Arborists and carries Workers Compensation and General Liability policies. Although we take careful steps to protect your property, the property owner or authorized agent agrees that Arbor Tree Care will not be held responsible for any cracked concrete, underground pipes or irrigation, wire cables, septic tanks, etc. unless clearly marked by Property Owner or authorized agent. A 3% processing fee will be applied to all card transactions.

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



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

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 Jethi*
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 #: 27086
Amount: \$300.00

WORK AUTHORIZATION FOR MAINTENANCE SERVICES – WA #26-17

This Work Authorization (the “**Work Authorization**”), dated August 14, 2026, authorizes certain work in accordance with that certain *AGREEMENT BETWEEN THE SOMERSET COMMUNITY DEVELOPMENT DISTRICT AND MCHENRY ELECTRIC, INC., FOR GENERAL MAINTENANCE SERVICES* (the “**Agreement**”), dated April 6, 2022, by and between:

SOMERSET COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Walton County, Florida, and whose mailing address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the “**District**”); and

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

Section 1. Scope of Services. Contractor shall provide repair and maintenance services, as set forth in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the “**Services**”).

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

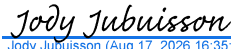
Section 3. Acceptance. Acceptance of this Work Authorization will authorize the Contractor to complete the Services as outlined above and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid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

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


Niki Carr (Aug 19, 2026 08:35:45 CDT)
Secretary/Assistant Secretary

Niki Carr
Niki Carr (Aug 18, 2026 08:10:25 CDT)
Witness

SOMERSET COMMUNITY DEVELOPMENT DISTRICT


Jody Jubuisson (Aug 17, 2026 16:35:47 CDT)
By: Jody Jubuisson
Its: Chair

MCHENRY ELECTRIC, INC.


D. Clayton Mchenry (Aug 17, 2026 17:24:48 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: 27086
P.O./S.O. Number: Butterfly Park / WA
#26-17
Invoice Date: August 14, 2026
Payment Due: August 24, 2026
Amount Due (USD): \$300.00

Items	Amount
A) Furnished and installed (2) GFI outlets to replace defective. WA #26-17	\$300.00
Total:	\$300.00
Amount Due (USD):	\$300.00

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!

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


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


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

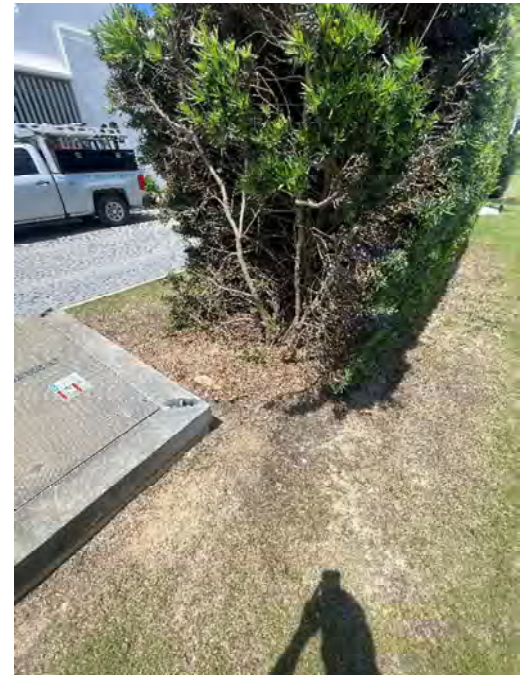
Juniper

Proposal

Proposal No.: 403589

Proposed Date: 06/10/26

PROPERTY:	FOR:
Somerset Community Development District Kim O'Mera 84 Elbow Beach Road-Somerset Community Highway 30A Corridor Inlet Beach, FL 32461	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
Jody Jubuisson (Jul 10, 2026 12:04:14 CDT)

By: Jody Jubuisson

☒ Chairperson
☐ Vice Chairperson

JUNIPER LANDSCAPING OF FLORIDA LLC

Brian Calkins
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:	September 1, 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



ASNA

- N Somerset @ DE and DE shed-sunk
- N Charles and N Somerset-manhole
- N Charles and Winterstone-manhole
- Evelyn Alley @ DCT-manhole
- Evelyn Alley and Plumblago-manhole
- Longtail @ DCS-manhole
- Winton Way @ GGS-sunk
- Winton Way and Longtail-manhole
- N Sea Garden and MuSee-2 manhole
- Sawyer Dr @ EE13 and EE34 manholes
- Grandey Ln @ AD17-sunk
- Sea Garden @ K07
- Vermont Way and Sea Garden-manhole
- Sea Garden @ L Sassa Dr-sunk
- Sea Garden @ Shikane Dr-2 manholes
- Buggy Whip and Elbow Beach Rd manhole
- Elbow Beach Road Rd @ T13

ODG

- W Sugar Linn and Sea Garden
- W Sugar Linn @ Long Gaske Dr
- W Sugar Linn @ G Charles



OVERALL MASTER PLAN
March 2025
REFERENCE ONLY

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

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

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

SOMERSET CDD BOARD COVER SHEET

Agenda Item:	Addition of Sand at Gulf Green Boardwalk by Dune Doctors
Meeting Date:	September 1, 2026
Item Submitted by:	Doug Lang

Overview

Purpose of Agenda Item

To consider Dune Doctors' proposal for corrective dune restoration work requested by the Florida Department of Environmental Protection (FLDEP) following deficiencies observed after Tropical Storm Bertha.

Background

Following site reviews with Marina Foote of FLDEP, Alys Beach staff, and Dune Doctors, corrective actions were identified in areas east of the Beach Club walkover and near Gulf Green. The proposed work includes relocating sand to fill a low area at the toe of the dune east of the Gulf Green boardwalk. Work will be tracked hourly, similar to the seaweed-removal process, and the final cost may be less than the budgeted amount. Dune Doctors will also monitor the affected vegetation and use maintenance-stock plants to fill any remaining bare areas at no additional cost. Fertilizer will be applied only to plants on the dune slope and not at the toe of the dune, to limit seaward expansion.

Cost Summary

Vendor Name	Vendor Proposal	Management Fee	Proposed Total
Dune Doctors, LLC	\$11,907.00	N/A	\$11,907.00

**DUNE MAINTENANCE SERVICES
WORK AUTHORIZATION NO. 26-05**

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 17, 2023 (“Agreement”), and is made and entered into this 1st day of September 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:

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

Assistant Secretary/Secretary

By: _____
Its: Chairperson, Board of Supervisors

Print Name

DUNE DOCTORS, LLC

Witness

By: _____
Its: _____

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: PROPOSAL FOR ALYS BEACH
FLWAL_CALYSBEACH_L04201_08212026

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

Date: August 21, 2026

Since our inception in 2000, Dune Doctors, a company specialized in coastal erosion control, has completed over a thousand projects along the Gulf of Mexico and Atlantic Coast. We plan, construct, restore, and maintain native ecosystems and protective landscapes. Dune Doctors works with local, state, and federal regulating authorities to create aesthetically pleasing, environmentally-compliant landscapes that allow Mother Nature to optimize the protection she provides for water-front communities.

As a result of customer demand and the increase in recent storm activity, we have developed a proposal called the Dune Master Plan™ (DMP). This industry-leading proactive approach to coastal preservation and protection allows your property to mitigate storm damage and develops a long-term program for coastal resiliency.

Since our approach encourages the creation of an environmentally-friendly and cost-effective plan, we have prioritized in this proposal the work that should be implemented to create a strong protective barrier between you and the next storm. Our coastal restoration experts have recommended the following DMP phases, in order of importance, based on our professional expertise and with regulatory considerations taken into account.

DELIVERABLE	SCOPE	COST
PHASE 3	OPTIMIZATION Designed to Reinforce the Existing Dune	\$11,907.00
SAND PLACEMENT	Sand is to be relocated from the pile currently located on the empty lot, KK10. West of the pool club, to the area at the toe of the dune East of the Gulf Green boardwalk highlighted by FLDEP, Ms. Marina Foote, during one of her recent site visits. The project is priced on an hourly rate with the expectation that this budget will allow to move approximately 6 cubic yards of sand, one 5-gallon bucket at a time down the boardwalk. If more sand is requested than what is currently present on lot KK, the cost of delivery will need to be added to this proposal. PS: The existing plants are expecting to grow through the sand we will be placing. Shall there be some remaining bare areas, we will use some of our maintenance plants to fill in these areas at no extra cost.	\$11,907.00

Estimated Project Cost: \$11,907.00

Dune Doctors, LLC would be 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.

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: August 21, 2026

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.
6. While Dune Doctors, LLC will take reasonable precautions during equipment staging, material delivery, sand placement, and removal, minor disturbances may still occur due to site access and construction activities.

LICENSE AGREEMENT FOR SAND STORAGE AND REMOVAL

THIS LICENSE AGREEMENT FOR SAND STORAGE AND REMOVAL (“Agreement”) is made and entered into this 1st day of September, 2026, between **EBSCO Gulf Coast Development, Inc.** (“Licensor”) and **Somerset Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (“Licensee” or “District”).

RECITALS

WHEREAS, Licensor is the owner of certain real property commonly known as Lot KK10 (the “Property”) as more particularly described in Exhibit “A” attached hereto and made a part hereof by this reference; and

WHEREAS, the District desires to obtain a license to access the Property for the purpose of removing sand currently stored on the Property; and

WHEREAS, the sand to be removed from the Property will be relocated to the toe of the dune east of the Gulf Green boardwalk to reinforce the existing dune as part of a coastal erosion control project; and

WHEREAS, the District has engaged Dune Doctors, LLC to perform the sand removal and relocation work; and

WHEREAS, Licensor is willing to grant a revocable license to the District for access to the Property to remove and relocate sand stored thereon, subject to the terms and conditions set forth herein.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of Licensor and the District (collectively, the “Parties”), the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of License. Licensor hereby grants to the District a non-exclusive, revocable license (the “License”) to enter upon, access, and use the Property for the limited purpose of removing sand currently stored on the Property, together with the right of ingress, egress, and access on, over, and across the Property. This License is personal to the District and its authorized contractors, including Dune Doctors, LLC, and does not run with the land or create any property interest in the Property.

2. Scope of Permitted Activities. This Agreement authorizes the District and its authorized contractors to remove and relocate approximately six (6) cubic yards of sand currently stored on the Property. The sand shall be transported to the toe of the dune east of the Gulf Green boardwalk. The District and its contractors shall conduct all sand removal activities in a manner that minimizes disturbance to the Property and any adjacent properties.

3. Responsibilities of the District.

- (a) The District shall comply with all applicable federal, state, county, and municipal laws, rules, and regulations relating to the sand removal activities.
- (b) The District shall maintain, or shall require its contractors to maintain, throughout the sand removal operations the following insurance:
 - (i) Workers' Compensation Insurance as required by Florida law.
 - (ii) Commercial General Liability Insurance with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability.
 - (iii) Automobile Liability Insurance covering all owned, hired, and non-owned vehicles with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.
- (c) Prior to commencing sand removal activities, the District shall add Licensor as an additional insured on a primary and non-contributory basis to the applicable insurance policies and shall furnish Licensor with a Certificate of Insurance evidencing compliance with all requirements referenced herein. No certificate shall be acceptable unless it provides that any change or termination of the insurance coverages shall not be effective until thirty (30) days after prior written notice to Licensor.
- (d) The District agrees to indemnify, defend, and hold harmless Licensor and its officers, directors, managers, members, agents, and employees from any and all liability, claims, actions, suits, or demands by any person, corporation, or other entity for injuries, death, or property damage arising out of, or in connection with, the sand removal activities performed by the District or its contractors. The District further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other applicable law. Obligations under this Section shall include the payment of all settlements, judgments, damages, penalties, court costs, litigation expenses, and reasonable attorneys' fees.
- (e) The sand removed from the Property shall be used solely for the purpose of reinforcing the dune at the Gulf Green boardwalk coastal erosion control project and shall not be used for any other purpose without the prior written consent of Licensor.

4. Revocation. This License is revocable at will by Licensor upon thirty (30) days' prior written notice to the District. Upon revocation or expiration of this Agreement, the District shall promptly cease all sand removal activities and restore the Property as required herein.

5. Assignment. This License is personal to the District and is not transferable or assignable without the prior written consent of Licensor. The District may, however, authorize its

contractors, including Dune Doctors, LLC, to perform the sand removal activities contemplated herein.

6. Third Party Beneficiaries. This Agreement is solely for the benefit of Licensor and the District, 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.

7. Governing Law. This Agreement shall be governed under the laws of the State of Florida with venue in Walton County, Florida.

8. Enforcement of Agreement. In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorneys' fees at both trial and appellate levels, against the non-prevailing party.

9. Term. The District shall provide written notice to Licensor prior to the commencement of sand removal activities on the Property. All sand removal activities shall be completed within ninety (90) days of the commencement of work, unless extended by mutual written agreement of the Parties.

10. 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 Licensor and the District.

11. 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.

12. Miscellaneous Provisions. The execution of this Agreement has been duly authorized by the appropriate body or official of Licensor and the District, both Licensor and the District have complied with all the requirements of law, and both Licensor and the District have full power and authority to comply with the terms and provisions of this instrument. This Agreement does not create any property interest, easement, or other encumbrance on the Property, and constitutes only a revocable license.

13. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by email, addressed to the party for whom it is intended at the address last specified by such party.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

LICENSOR:

Witnesses:

EBSCO Gulf Coast Development, Inc.

Print Name:_____

By: _____
Its: _____

Print Name:_____

LICENSEE:

**SOMERSET COMMUNITY
DEVELOPMENT DISTRICT**, a local unit
of special-purpose government established
pursuant to Chapter 190, *Florida Statutes*

Secretary

By: _____
Its: Chairperson/Vice Chairperson

Exhibit A Description of the Property

EXHIBIT "A"
Description of Property

Lot KK10, ALYS BEACH BLOCK KK: KK7-KK18, according to the plat thereof as recorded in Plat Book 24, Pages 40-41, of the Public Records of Walton County, Florida.

Site Photos







Tab 8

**DUNE MAINTENANCE SERVICES
WORK AUTHORIZATION NO. 26-06**

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 13th day of August 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:

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

Assistant Secretary/Secretary

By: _____
Its: Chairman, Board of Supervisors

Print Name

DUNE DOCTORS, LLC

Witness

By: _____
Its: _____

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: Nimrod Frazer

Via email: nimf@hufhamfarris.com

Re: PROPOSAL FOR ALYS BEACH - AC5 - 45 SEA CASTLE ALY
FLWAL_CALYSBEACH_P03602_08132026_AC5_45SEACASTLEALY

Project Address: 45 Sea Castle Aly - Alys Beach, FL 32459

Date: August 13, 2026

Since our inception in 2000, Dune Doctors, a company specialized in coastal erosion control, has completed over a thousand projects along the Gulf of Mexico and Atlantic Coast. We plan, construct, restore, and maintain native ecosystems and protective landscapes. Dune Doctors works with local, state, and federal regulating authorities to create aesthetically pleasing, environmentally-compliant landscapes that allow Mother Nature to optimize the protection she provides for water-front communities.

As a result of customer demand and the increase in recent storm activity, we have developed a proposal called the Dune Master Plan™ (DMP). This industry-leading proactive approach to coastal preservation and protection allows your property to mitigate storm damage and develops a long-term program for coastal resiliency.

Since our approach encourages the creation of an environmentally-friendly and cost-effective plan, we have prioritized in this proposal the work that should be implemented to create a strong protective barrier between you and the next storm. Our coastal restoration experts have recommended the following DMP phases, in order of importance, based on our professional expertise and with regulatory considerations taken into account.

DELIVERABLE	SCOPE	COST
PHASE 3	OPTIMIZATION Designed to Reinforce the Existing Dune	\$19,053.26
SUBJECT MATTER EXPERT	Consulting, planning and permitting services. *Some projects may require additional costs.	*\$476.93
NATIVE PLANT SPECIES INSTALLATION	This planting concerns the scrub zone (approximately 525 sq. ft.) seaward of the house. NOTE: This proposal is contingent upon the placement of temporary irrigation for at least the next 2 years. - 1 <i>Ilex vomitoria</i>, Yaupon Holly in 7-gallon container - 5 <i>Quercus geminata</i>, Sand Live Oak in 15-gallon container - 5 <i>Morella gerifera</i>, Wax Myrtle in 7-gallon container - 3 <i>Serenoa repens</i>, Saw Palmetto in 3-gallon container - 10 <i>Conradina canescens</i>, False Rosemary in 1-gallon co. - 12 <i>Ilex vomitoria</i>, Dwarf Yaupon in 3-gallon container The area shall be covered with pine straw, from the CCCL to 15 feet seaward, upon installation of the trees.	\$14,021.58
IRRIGATION SYSTEM INSTALLATION	IRRIGATION SYSTEM INSTALLATION Installation of 3 Hunter PGP Ultra Adjustable Reclaimed Rotor 4 in. Riser with Check Valves to provide the needed irrigation for the establishment of the scrub trees and bushes behind 57 Sea Castle Aly.	\$1,578.00
PLANT WATER MONITORING	Until the plants are established - up to a period of six months, a dune technician shall perform 1 weekly check (or more as needed) of the soil moisture levels and thoroughly water the plants if necessary to ensure proper establishment of the trees to satisfy DEP conditions.	\$2,976.75

Continued on the next page.

Estimated Project Cost: \$19,053.26

Dune Doctors, LLC would be 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.

We look forward to exceeding your expectations and adding you to our growing list of satisfied customers.

Dune Doctors, LLC

A handwritten signature in black ink, appearing to read "F. Beroset", with a stylized flourish at the end.

Frederique Beroset
Owner, MBA & MS Biology

DATE: August 13, 2026

CONDITIONS

1. Dune Doctors, LLC does NOT warranty damage or destruction of work due to Act of God or negligence outside of our control (examples include foot traffic, storm damage and maintenance not performed by Dune Doctors, LLC, etc.)
2. All proposals are valid for 90 days.
3. 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.
4. 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.

Tab 9

AGREEMENT BETWEEN THE SOMERSET COMMUNITY DEVELOPMENT DISTRICT AND DUNE DOCTORS, LLC, FOR DUNE MAINTENANCE SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this 1st day of October 2026 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

Dune Doctors, LLC, a Florida limited liability company, with a mailing address of 1501 North 9th Avenue, Pensacola, Florida 32503 (hereinafter “**Contractor**,” together with District the “**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* (the “**Act**”), by ordinance adopted by Walton County, Florida; and

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

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

WHEREAS, Contractor submitted a proposal dated August 11, 2026 and represents that it is qualified, licensed, and certified as required by applicable law to provide dune maintenance services and has agreed to provide to the District those services identified in the “Dune Management Phase 4 – Annual Maintenance Program,” of **Exhibit A**, attached hereto and incorporated by reference herein, to the areas identified on **Exhibit B** and incorporated by reference herein (the “**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 dune maintenance services in compliance with all applicable federal, state, and local laws, regulations, and permits, including but not limited to Florida Department of Environmental Protection requirements, and within presently accepted dune protection services industry standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in the “Dune Management Phase 4 – Annual Maintenance Program,” of **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 reasonable satisfaction of the District.

D. This Agreement grants to Contractor and its employees, agents, and subcontractors 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. Contractor shall be responsible for obtaining all necessary permits, approvals, and authorizations required for the Services, including but not limited to any permits required by the Florida Department of Environmental Protection or local authorities having jurisdiction.

SECTION 3. SCOPE OF DUNE MAINTENANCE SERVICES. The Contractor will provide dune maintenance services for the District. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services identified in the “Dune Management Phase 4 - Annual Maintenance Program,” of **Exhibit A**. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, the provisions of this Agreement shall control. Contractor acknowledges that it has reviewed and is familiar with all site conditions and regulatory requirements applicable to the Services.

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 recognized dune maintenance industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any reasonable 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 reasonably necessary for the completion 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 or provide such Services.

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.

(3) Upon request by the Contractor, the District representative agrees to meet with the Contractor 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.

E. Contractor agrees to attend regularly scheduled meetings of the District's Board of Supervisors ("**Board**") upon reasonable advance notice of at least five (5) business days, either in-person or remotely via videoconference or teleconference as determined by the District. Contractor shall provide comprehensive written reports within ten (10) business days following completion of each quarterly maintenance visit to the District's Board. Such reports shall include, at minimum: (i) a detailed description of all Services performed during the quarterly visit; (ii) photographic documentation of work completed; (iii) identification of any issues, concerns, or recommended actions; (iv) assessment of overall dune conditions and health; (v) documentation of compliance with all applicable permits and regulatory requirements; (vi) weather conditions or other factors that may have impacted service delivery; and (vii) any deviations from the planned scope of work and the reasons therefor. The Contractor's designated representative shall be available to present such reports at Board meetings and respond to questions from Board members regarding the Services performed.

SECTION 5. WARRANTY AND COVENANT. 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. The Contractor hereby warrants any materials and Services identified in Section 2 above against failure of those materials for a period of twelve (12) months after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to Section 2, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of twelve (12) months from

planting except plants damaged by acts of God, plants subjected to extreme weather conditions, or for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's reasonable satisfaction and in the District's reasonable discretion. Neither final acceptance of the Services, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the Services are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting there from to District property or the property of landowners within the District.

Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interest of the District. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

SECTION 6. COMPENSATION; TERM.

A. As compensation for the Services described in this Agreement and subject to satisfactory performance and completion of the Services, the District agrees to pay the Contractor an amount not-to-exceed **One Hundred Fifty-Four Thousand Nine Hundred Twenty-Four Dollars and Sixty Cents (\$154,924.60)** annually for the initial term, based on the following schedule:

Due Upon Completion of Quarter One Maintenance Visit:	\$92,463.85
Due Upon Completion of Quarter Two Maintenance Visit:	\$20,820.23
Due Upon Completion of Quarter Three Maintenance Visit:	\$20,820.25
Due Upon Completion of Quarter Four Maintenance Visit:	\$20,820.27

The term of this Agreement shall be November 1, 2026, through October 31, 2027 (the "**Initial Term**"). Thereafter, this Agreement shall automatically renew for additional one (1) year terms (each a "**Renewal Term**") at the same compensation rate as the immediately preceding term, unless either party provides written notice of non-renewal to the other party at least sixty (60) days prior to the end of the then-current term, or unless terminated earlier by either party in accordance with the provisions of this Agreement. Any changes to the compensation rate for a Renewal Term must be agreed to in writing by both parties and executed as an amendment to this Agreement prior

to the commencement of such Renewal Term. In the absence of such written agreement, the compensation rate shall remain the same as the immediately preceding term.

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 reasonably 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, Insurance Premiums, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. Within ten (10) business days following the end of each quarterly site visit, the Contractor shall invoice the District for all Services performed in the prior quarter 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 payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 7. 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, 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 reasonable 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 8. INDEMNIFICATION.

A. 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, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered by the Court having jurisdiction of the claim.

B. Contractor agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.

C. In no event, however, shall Contractor be liable for incidental, special, punitive or exemplary damages in connection with this Agreement, even if notice was given of the possibility of such damages and even if such damages were reasonably foreseeable.

SECTION 9. 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 10. 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 ten (10) 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 ten (10) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, which is not challenged by the Contractor, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 11. 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 12. 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 13. 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 14. 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 15. 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 off-sets the District may have against the Contractor.

SECTION 16. 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 17. 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 18. 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 19. 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 20. 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 21. 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 **Exhibits A and B** shall apply to this Agreement and **Exhibits A and B** shall not be incorporated herein, except that **Exhibits A and B** are applicable to the extent that they state the scope of Services for the labor and materials to be provided under this Agreement. This Agreement replaces any and all previous dune maintenance services agreements entered into

between the Parties.

SECTION 22. 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 23. 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 24. 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
c/o Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attn: District Manager

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

B. If to the Contractor: Dune Doctors, LLC
1501 North 9th Avenue
Pensacola, Florida 32503
Attention: Frederique Beroset

With a copy to: Strawcutter Law, P.A.
1540 International Parkway, Suite 200
Lake Mary, Florida 32746
Attn: Richard Withers

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 25. 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 27. 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. All actions and disputes shall be brought in the proper court and venue, which shall be Walton County, Florida.

SECTION 28. 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 120 RICHARD JACKSON
BLVD., SUITE 220, PANAMA CITY BEACH, FLORIDA 32407.**

SECTION 29. 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 30. 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 31. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 32. 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 Statutes, 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 efforts and provide proof of compliance to the District upon request. The District shall terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.095(2), *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 33. 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 34. 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:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;

- D. 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
- E. 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 35. 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*.

[signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have signed and sealed this Agreement on the day and year first written above.

Attest:

**SOMERSET COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Witness:

DUNE DOCTORS, LLC

Print Name: _____

By: _____

Its: _____

Exhibit A: Dune Doctors Proposal

Exhibit B: Service Area

Exhibit A

DELIVERABLE	SCOPE	COST
PHASE 4	DUNE MANAGEMENT Annual Maintenance Program	\$154,924.60
MAINTENANCE	<u>Dune Doctors proposes to maintain the scrub zone and dune area seaward of the CCCL over the entire width of Alys Beach. (Restoration and Plant Installation to repair construction damage not included)</u> ON A MONTHLY BASIS: Our team will survey <u>the entire dune area and scrub zone (this includes both green and yellow highlighted areas)</u> and remove: - trash and debris, - invasive vines, and - weeds. SCRUB ZONE (Entire green highlighted area): The entire scrub zone, from the East to the West property lines, is to be trimmed December 2026. - The DEP-protected trees and shrubs present in the scrub zone shall be trimmed according to DEP regulations using ISA best practices: up to 20% of the overall canopy may be removed annually. Selected branches will be cut to encourage the lower branches' horizontal growth. This targeted, incremental approach was designed to encourage the development of basal scrub growth. This approach is to be continued over the next 3–4 year period, while preserving the overall health, structural integrity, and root stability of the scrub trees that anchor the bluff supporting Alys Beach's infrastructure. Because this approach prioritizes tree health and gradually redirects growth patterns, a reduction in height will not be immediately obvious. It will be a progressive thinning of the dense canopy until years 3 and 4 where more of a view through the branches will be achieved. A reduction in vertical height is not expected until after four to five annual pruning cycles. The upcoming December 2026 pruning will be year 2. Based on the June 2026 inspection, 6 months after the first pruning implemented with these principles, the plants are responding very well to the initial pruning cycle from December 2025. The opened pockets of light have	\$154,924.60

	encouraged new lower shoot growth that will assist in later pruning cycles, twig elongation appears to still be optimal for the species, and plant health appears to be very good. Based on these plant responses, this may allow for a slightly heavier pruning dose to be applied to targeted areas and plants on a case-by-case basis. This includes either a few selective larger diameter pruning cuts be utilized and/or a few additional smaller diameter pruning cuts per plant. In addition to selectively thinning vertical growth, targeted spring maintenance pruning shall be performed to manage shoot elongation and maintain the structural integrity of the canopy. A report including photos shall be provided after all trimming sessions. Implementing the trimming in the winter has the following benefits: • <u>Lower physiological stress</u>: Pruning during dormancy allows the tree to conserve energy and redirect resources toward wound compartmentalization before spring growth begins. • <u>Reduced pest and disease pressure</u>: Many pathogens and insect vectors are less active in cooler months, lowering the risk of infection. • <u>Improved pruning outcomes</u>: While foliage remains present, growth is slowed, allowing arborists to make more deliberate structural decisions without interfering with active shoot elongation and reducing the likelihood of epicormic sprouting at the pruning site. - Pine straw shall be added from the CCCL seaward 15-20 feet. <u>SEAWARD SLOPE OF THE DUNE</u> (Entire yellow highlighted area): QUARTER ONE: November 2026 – January 2027 - Pruning of dead flower stalks - Removal of dead plant material QUARTER TWO: February 2027 – April 2027 - Addition of flowers for beautification purposes throughout the dune	
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	QUARTER THREE: May 2027 – July 2027 - One fertilization event of the whole dune QUARTER FOUR: August 2027 – October 2027 - One fertilization event of the whole dune - Addition of flowers for beautification purposes throughout the dune	
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Total Project Cost: \$154,924.60

TERMS	
Due upon Completion of Quarter One Maintenance Visit:	\$ 92,463.85
Due upon Completion of Quarter Two Maintenance Visit:	\$ 20,820.23
Due upon Completion of Quarter Three Maintenance Visit:	\$ 20,820.25
Due upon Completion of Quarter Four Maintenance Visit:	\$ 20,820.27
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: \$154,924.60

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 Beronet
Owner, MBA & MS Biology

DATE: August 11, 2026

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.
6. A placement location for dumpsters shall be provided on Alys Beach property.

Exhibit B

The area to be maintained is located seaward of the CCCL and can be divided in two distinct zones referenced throughout this document:

- The scrub zone (highlighted in green on the picture below) extends from the CCCL, along the southern edge of the buildings to the crest of the dune.
- The dune slope (highlighted in yellow on the picture below) extends from the crest of the dune to the flat of the beach.



Tab 10

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, Tuttle 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 Contract 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 _____

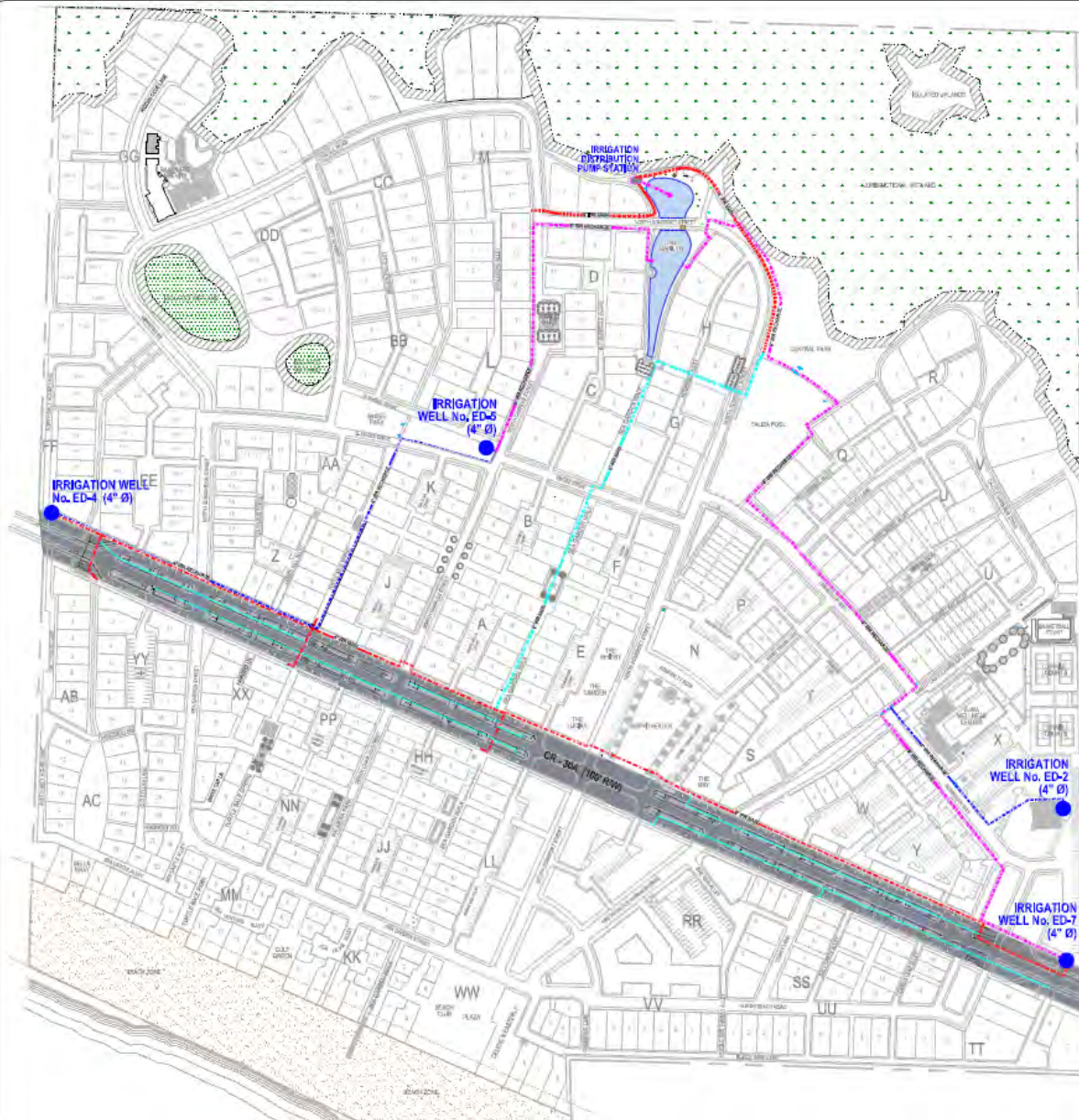
**Juniper Landscaping of Florida
LLC**

Date _____

**Somerset Community
Development District**

EXHIBIT B





LEGEND

	ALYS BEACH SITE BOUNDARY (±158.5 AC)
	LAKE MARILYN (IRRIGATION STORAGE / SUPPLY)
	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]
	BEACH ZONE
	NEIGHBORHOOD BLOCK & LOT NUMBER
	JURISDICTIONAL WETLANDS (± 20.4 AC)
	UPLAND NATURAL BUFFERS (± 3.1 AC)
	ISOLATED WETLANDS (± 0.97 AC)

NOTES:

1. 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 HOWERTON VEGETATIVE PRESERVATION MAP, 2021 BY IEC, A 2016 IRRIGATION DESIGN BY PREVIOUS IRRIGATION DESIGN, VARIOUS DESIGN DRAWINGS BY IEC, CONSUMPTIVE USE PERMIT APPLICATION RECORDS FROM THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND HISTORICAL AERIALS AND PHOTOGRAPHS.
2. THIS MAP IS NOT INTENDED TO INTER SURVEY GRADE ACCURACY, THIS MAP MAY BE UPDATED FROM TIME TO TIME AS WARRANTED.
3. 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.
4. BLOCK CO. (E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z) ARE DERIVED FROM THE LATEST PLANNING EXHIBITS AS THESE AREAS HAVE NOT BEEN COMPLETED AS OF THE DATE OF THIS EXHIBIT.
5. THIS MAP IS INTENDED TO BE SCHEMATIC AND GRAPHICAL IN NATURE DEPICTING THE IRRIGATION SYSTEM COMPONENTS SPECIFICALLY UNDER THE OWNERSHIP & MAINTENANCE RESPONSIBILITY OF THE SOMERSET COMMUNITY DEVELOPMENT DISTRICT (CDD).
6. THESE COMPONENTS INCLUDE FOUR IRRIGATION SUPPLY WELLS, RECHARGE MAIN PIPES FROM WELLS TO THE IRRIGATION LAKE, AN IRRIGATION SUPPLY LAKE, LAKE MARILYN, IRRIGATION PUMP STATION, SELECT IRRIGATION DISTRIBUTION MAINS AS DEPICTED, SERVICE PIPING, IRRIGATION FITTINGS AND SPRAY HEADS PARTICULARLY ALONG THE MA CORRIDOR.
7. IEC HAS CONDUCTED EXHAUSTIVE RESEARCH, SITE ASSESSMENTS, INTERVIEWS AND UTILIZED ALL RECENTLY AVAILABLE DOCUMENTATION BOTH CURRENT AND HISTORICAL, TO PORTRAY THE IRRIGATION SYSTEM DEPICTED HEREON AS ACCURATELY AS POSSIBLE. HOWEVER, THE IRRIGATION SYSTEM HAS BEEN CONSTRUCTED AS DESIGN / BUILD / RETROFIT FOR THE MOST PART OVER THE LAST 15 YEARS OR SO, THERE ARE NO ACCURATE SURVEYS OR RECORD DRAWINGS OF THE UNDERGROUND SYSTEM THAT WERE AVAILABLE, OR PROVIDED TO IEC. ADDITIONALLY, ALYS BEACH MAINTENANCE STAFF WERE UNAWARE OF EXACTLY WHERE MANY OF THE IRRIGATION COMPONENTS ARE, THEREFORE, THIS SCHEMATIC EXHIBIT IS SOLELY FOR THE PURPOSES OF PORTRAYING THE IRRIGATION SYSTEM COMPONENTS IN A SCHEMATIC GRAPHICAL MANNER AND TO PROVIDE ROUGH QUANTITIES OF PIPES, IEC CANNOT CONFIRM THE ACCURACY OF THIS DRAWING.
8. THIS CDD IS RESPONSIBLE FOR ALL WELL AND PUMP COMPONENTS, IRRIGATION PUMP STATION COMPONENTS, LAKE MARILYN SUPPLY LAKE, IRRIGATION CONTROL VALVES, FITTINGS, AND OTHER APPURTENANCES IN AND ALONG THE IRRIGATION NETWORK DEPICTED HEREON.

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 11

RESOLUTION 2026-11

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

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

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

WHEREAS, the Board of Supervisors of the District (“Board”) previously adopted Resolution 2026-04, setting the public hearing to consider the adoption of the District’s Revised Rules of Procedure, and set the hearing thereon for August 6, 2026, at 2:00 p.m. (CDT) at the Somerset Conference Center, 215 Nonesuch Way, Alys Beach, Florida 32461; and

WHEREAS, the Board desires to reset the public hearing to be held on date, time, and location listed herein.

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

SECTION 1. Resolution 2026-04 is hereby amended to reflect that the public hearing to adopt the District’s Revised Rules of Procedure will be reset to _____, 2026, at 2:00 p.m. (CDT) at the Somerset Conference Center, 215 Nonesuch Way, Alys Beach, Florida 32461.

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

SECTION 3. This Resolution shall take effect upon its passage and adoption by the Board.

PASSED AND ADOPTED this 1st day of September 2026.

ATTEST:

**SOMERSET COMMUNITY DEVELOPMENT
DISTRICT**

Secretary

Chair/Vice Chair, Board of Supervisors

Tab 12

RESOLUTION 2026-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOMERSET COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF A PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING DUNE MODIFICATION AND MAINTENANCE POLICY; 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, the Board of Supervisors of the District (“Board”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and policies pursuant to Chapter 120, *Florida Statutes*; and

WHEREAS, the Board desires to set a public hearing to adopt the *Dune Modification and Maintenance Policy* (“**Policy**”) attached hereto as **Exhibit A**; and

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

Section 1. The Board intends to adopt the Policy, a proposed copy of which is attached hereto as **Exhibit A**. The District will hold a public hearing on such Policy at a meeting of the Board to be held on _____, 2026, at 2:00 p.m. (CDT), at the Somerset Conference Center, 215 Nonesuch Way, Alys Beach, Florida 32461.

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

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

THIS RESOLUTION is passed and adopted this 1st day of September 2026.

ATTEST:

**SOMERSET COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT A: Dune Modification and Maintenance Policy

EXHIBIT A

Tab 13

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 1ST DAY OF SEPTEMBER 2026.

ATTEST:

**SOMERSET COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2027 Budget



Rizzetta & Company

Somerset Community Development District

www.somersetcdd.org

Proposed Final Budget for Fiscal Year 2026-2027

Presented by: Rizzetta & Company, Inc.

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

rizzetta.com

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Proposed Budget Somerset Community Development District General Fund Fiscal Year 2026/2027							
Chart of Accounts Classification		Actual YTD through 07/31/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026
40	District Counsel	\$ 17,666	\$ 21,199	\$ 35,000	\$ 13,801	\$ 35,000	\$ -
41							
42	Administrative Subtotal	\$ 158,150	\$ 201,996	\$ 217,446	\$ 15,450	\$ 224,708	\$ 7,262
43							
44	EXPENDITURES - FIELD OPERATIONS						
45							
46	Electric Utility Services						
47	Utility - Irrigation	\$ 29,074	\$ 34,889	\$ 34,000	\$ (889)	\$ 36,500	\$ 2,500
48	Utility - Street Lights	\$ 4,403	\$ 5,284	\$ 3,900	\$ (1,384)	\$ 7,300	\$ 3,400
49	Stormwater Control						
50	Stormwater Monitoring	\$ -	\$ -	\$ -	\$ -	\$ 32,000	
51	Stormwater System Maintenance	\$ 3,843	\$ 4,612	\$ 1,250	\$ (3,362)	\$ 2,000	\$ 750
52	Other Physical Environment						
53	Facility Management	\$ 83,810	\$ 100,572	\$ 100,572	\$ -	\$ 100,572	\$ -
54	General Liability Insurance & Property Insurance	\$ 26,086	\$ 26,086	\$ 29,305	\$ 3,219	\$ 26,090	\$ (3,215)
55	NPDES Inspections	\$ 23,750	\$ 28,500	\$ 30,000	\$ 1,500	\$ 32,000	\$ 2,000
56	Pedestrian Path Lighting Maintenance	\$ 58,163	\$ 72,300	\$ 20,000	\$ (52,300)	\$ 75,000	\$ 55,000
57	Water Management Monitoring & Reporting	\$ -	\$ -	\$ -	\$ -	\$ 2,500	\$ 2,500
58	Water Quality Monitoring & Testing	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000
59	Well Maintenance	\$ 10,563	\$ 12,676	\$ 8,200	\$ (4,476)	\$ 13,000	\$ 4,800
60	Landscape						
61	Irrigation Maintenance & Repair	\$ 35,528	\$ 42,634	\$ 12,100	\$ (30,534)	\$ 43,000	\$ 30,900
62	Irrigation System - Supply Pump Maintenance	\$ 23,558	\$ 29,554	\$ 27,000	\$ (2,554)	\$ 35,200	\$ 8,200
63	Irrigation System - Feeder Pump Chemicals	\$ 56,200	\$ 67,440	\$ 55,000	\$ (12,440)	\$ 76,000	\$ 21,000
64	Landscape Maintenance Contractural	\$ 97,445	\$ 116,934	\$ 107,700	\$ (9,234)	\$ 111,640	\$ 3,940
65	Landscape Replacement - Plants, Shrubs, Palms, Sod	\$ 11,824	\$ 14,189	\$ 10,000	\$ (4,189)	\$ 20,000	\$ 10,000
66	Landscape Tree Service	\$ 16,900	\$ 34,000	\$ 34,000	\$ -	\$ 34,000	\$ -
67	Lake/Pond Bank Maintenance & Repair	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
68	Road & Street Facilities						
69	Crosswalk Maintenance	\$ 121	\$ 145	\$ 20,000	\$ 19,855	\$ 20,000	\$ -
70	Slip Lane Maintenance	\$ 5,880	\$ 7,056	\$ 20,000	\$ 12,944	\$ 20,000	\$ -
71	Street Light/Decorative Light Maintenance	\$ 4,389	\$ 5,267	\$ 7,500	\$ 2,233	\$ 8,500	\$ 1,000
72	Stormwater System Maintenance	\$ 6,225	\$ 7,470	\$ 1,000	\$ (6,470)	\$ 5,000	\$ 4,000
73	Beachfront						
74	Beach & Coastal Environmental Service	\$ 41,673	\$ 41,673	\$ 43,000	\$ 1,327	\$ 68,000	\$ 25,000
75	Dune Maintenance	\$ 159,682	\$ 189,142	\$ 165,000	\$ (24,142)	\$ 217,500	\$ 52,500
76	Contingency						
77	Miscellaneous Contingency	\$ -	\$ -	\$ 6,279	\$ 6,279	\$ 6,000	\$ (279)
78							

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

Proposed Budget Somerset Community Development District General Fund Fiscal Year 2026/2027							
Chart of Accounts Classification		Actual YTD through 07/31/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026
79	Field Operations Subtotal	\$ 699,117	\$ 840,420	\$ 740,806	\$ (99,614)	\$ 1,001,802	\$ 228,996
80							
81	TOTAL EXPENDITURES	\$ 857,267	\$ 1,042,416	\$ 958,252	\$ (84,164)	\$ 1,226,510	\$ 236,258
82							
83	EXCESS OF REVENUES OVER EXPENDITURES	\$ 158,014	\$ (25,725)	\$ -	\$ (25,725)	\$ -	\$ 32,000
84							

Comments

Proposed Budget Somerset Community Development District Reserve Fund Fiscal Year 2026/2027								Comments
Chart of Accounts Classification		Actual YTD through 07/31/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026	
1								
2	ASSESSMENT REVENUES							
3								
4	Special Assessments							
5	Tax Roll*	\$ 539,027	\$ 539,027	\$ 539,027	\$ 0	\$ 666,870	\$ 127,843	
6	Off Roll*	\$ 167,973	\$ 167,973	\$ 167,973	\$ (0)	\$ 171,492	\$ 3,519	
7								
8	Assessment Revenue Subtotal	\$ 707,000	\$ 707,000	\$ 707,000	\$ -	\$ 838,362	\$ 131,362	
9								
10	OTHER REVENUES	\$ -						
11								
12	Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13								
14	Other Revenue Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
15								
16	TOTAL REVENUES	\$ 707,000	\$ 707,000	\$ 707,000	\$ -	\$ 838,362	\$ 131,362	
17	*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.							
18								
19	EXPENDITURES							
20								
21	Contingency							
22	Capital Projects - Asset Review Projects	\$ 123,875	\$ 180,000	\$ 180,000	\$ -	\$ -	\$ (180,000)	Project to be completed in FY26
23	Capital Reserves	\$ 158,559	\$ 235,559	\$ 527,000	\$ 291,441	\$ 838,362	\$ 311,362	Increase consolidates funding, including anticipated stormwater infrastructure repairs. Monitor through final.
24								
25	TOTAL EXPENDITURES	\$ 282,434	\$ 415,559	\$ 707,000	\$ 291,441	\$ 838,362	\$ 131,362	
26								
27	EXCESS OF REVENUES OVER EXPENDITURES	\$ 424,566	\$ 291,441	\$ -	\$ 291,441	\$ -	\$ -	
28								

Somerset Community Development District

Debt Service

Fiscal Year 2026/2027

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

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

6.0%

GROSS ASSESSMENTS

\$1,024,984.04

Notes:

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

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

SOMERSET COMMUNITY DEVELOPMENT DISTRICT									
FISCAL YEAR 2026/2027 O&M & DEBT SERVICE ASSESSMENT SCHEDULE									
TOTAL O&M BUDGET						\$2,064,872.00			
COLLECTION COSTS @			2.0%			\$43,933.45			
EARLY PAYMENT DISCOUNT @			4.0%			\$87,866.89			
TOTAL O&M ASSESSMENT						<u>\$2,196,672.34</u>			
UNITS ASSESSED			ALLOCATION OF O&M ASSESSMENT				PER LOT ANNUAL ASSESSMENT		
LOT SIZE	O&M	SERIES 2022 (REFUNDING) DEBT SERVICE ⁽¹⁾	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL O&M BUDGET	O&M ⁽²⁾	SERIES 2022 (REFUNDING) DEBT SERVICE ⁽²⁾⁽³⁾	TOTAL ⁽⁴⁾
SINGLE & MULTI FAMILY	637	637	1.00	637.00	76.22%	\$1,674,280.92	\$2,628.38	\$1,252.44	\$3,880.82
COMMERCIAL ⁽⁵⁾	37.06	37.06	0.75	27.79	3.33%	\$73,048.06	\$1,971.29	\$939.33	\$2,910.62
Total Platted	674.06	674.06		664.79	79.54%	\$1,747,328.98			
<i>Unplatted</i>									
SINGLE & MULTI FAMILY	150	141	1.00	150.00	17.95%	\$394,257.67	\$2,628.38	\$1,252.44	\$3,880.82
COMMERCIAL ⁽⁵⁾	27.94	16.79	0.75	20.96	2.51%	\$55,085.68	\$1,971.29	\$939.33	\$2,910.62
Total Unplatted	177.94	157.79		170.96	20.46%	\$449,343.36			
Total Community	852	831.85		835.75	100.00%	\$2,196,672.34			
LESS: Walton County Collection Costs (2%) and Early Payment Discounts (4%):						(\$131,800.34)			
Net Revenue to be Collected:						<u>\$2,064,872.00</u>			
⁽¹⁾ Reflects the number of total lots with Series 2022 debt outstanding.									
⁽²⁾ Assessments are allocated on an equal assessment per acre basis until lots are platted.									
⁽³⁾ Annual debt service assessment per lot adopted in connection with the Series 2022 bond issue. Annual assessment includes principal, interest, Walton County collection costs and early payment discounts.									
⁽⁴⁾ Annual assessment that will appear on November 2026 Walton County property tax bill. Amount shown includes all applicable collection costs and early payment discounts (up to 4% if paid early).									
⁽⁵⁾ Commercial square footage is represented in units of 1,000 square feet.									

SOMERSET COMMUNITY DEVELOPMENT DISTRICT					
FISCAL YEAR 2026/2027 O&M & DEBT SERVICE ASSESSMENT SCHEDULE					
2026/2027 O&M Budget:		\$2,064,872.00	2025/2026 O&M Budget:		\$1,665,252.00
Collection Costs:	2%	\$43,933.45	2026/2027 O&M Budget:		\$2,064,872.00
Early Payment Discounts:	4%	\$87,866.89			
2026/2027 Total:		<u><u>\$2,196,672.34</u></u>	Total Difference:		<u><u>\$399,620.00</u></u>
Lot Size	Assessment Breakdown	Per Unit Annual Assessment Comparison		Proposed Increase / Decrease	
		2025/2026	2026/2027	\$	%
Single Family	Series 2022 Debt Service	\$1,252.44	\$1,252.44	\$0.00	0.00%
	Operations/Maintenance	\$2,119.71	\$2,628.38	\$508.67	24.00%
	Total	\$3,372.15	\$3,880.82	\$508.67	15.08%
Commercial	Series 2022 Debt Service	\$939.33	\$939.33	\$0.00	0.00%
	Operations/Maintenance	\$1,589.78	\$1,971.29	\$381.51	24.00%
	Total	\$2,529.11	\$2,910.62	\$381.51	15.08%

GENERAL FUND BUDGET

ACCOUNT CATEGORY DESCRIPTION

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

REVENUES:

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

EXPENDITURES – ADMINISTRATIVE:

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

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

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

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



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

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

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

Financial & Revenue Collections: Services of the Collection Agent include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. The Collection Agent also maintains and updates the District's lien book(s) annually and provides for the release of liens on the property after the full collection of bond debt levied on particular properties.

Accounting Services: Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Auditing Services: The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

Public Officials Liability Insurance: The District will incur expenditures for public officials' liability insurance for the Board and Staff.

Legal Advertising: The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

Bank Fees: The District will incur bank service charges during the year.

Dues, Licenses & Fees: The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

Miscellaneous Fees: The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Website Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.



District Counsel: The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

EXPENDITURES - FIELD OPERATIONS:

Electric Utility Services: The District will incur electric utility expenditures for general purposes such as irrigation timers, well and lift station pumps and equipment, street lighting, safety lighting, etc.

Street Lights: The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.

Gas Utility Services: The District may incur gas utility expenditures related to district operations at its facilities such as street lighting, etc.

Aquatic Maintenance: Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Lake/Pond Bank Maintenance: The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

General Liability Insurance: The District will incur fees to insure items owned by the District for its general liability needs

Property Insurance: The District will incur fees to insure items owned by the District for its property needs

Landscape Maintenance: The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

Landscape Tree Service: The District may incur expenditures to maintain the trees within the District. These services included but are not limited to pruning, treatment, removal, and replacement.

Irrigation Maintenance: The District will incur expenditures related to the maintenance of the irrigation systems.

Irrigation Repairs: The District will incur expenditures related to repairs of the irrigation systems.

Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.



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Miscellaneous Fees: The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

Facility Management: The District may contract with a firm to provide maintenance oversight of its infrastructure.

Maintenance & Repair: The District may incur expenses to maintain its recreation facilities.

Miscellaneous Fees: Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

Miscellaneous Contingency: Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

RESERVE FUND BUDGET **ACCOUNT CATEGORY DESCRIPTION**

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

REVENUES:

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

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.



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EXPENDITURES:

Capital Reserve: Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

REVENUES:

Special Assessments: The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

EXPENDITURES – ADMINISTRATIVE:

Bank Fees: The District may incur bank service charges during the year.

Debt Service Obligation: This would be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.



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Tab 14

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 1st day of September 2026.

ATTEST:

**SOMERSET COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget
Exhibit B: Assessment Roll



Rizzetta & Company

Somerset Community Development District

www.somersetcdd.org

Proposed Final Budget for Fiscal Year 2026-2027

Presented by: Rizzetta & Company, Inc.

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

rizzetta.com

Proposed Budget Somerset Community Development District General Fund Fiscal Year 2026/2027							
Chart of Accounts Classification		Actual YTD through 07/31/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026
40	District Counsel	\$ 17,666	\$ 21,199	\$ 35,000	\$ 13,801	\$ 35,000	\$ -
41							
42	Administrative Subtotal	\$ 158,150	\$ 201,996	\$ 217,446	\$ 15,450	\$ 224,708	\$ 7,262
43							
44	EXPENDITURES - FIELD OPERATIONS						
45							
46	Electric Utility Services						
47	Utility - Irrigation	\$ 29,074	\$ 34,889	\$ 34,000	\$ (889)	\$ 36,500	\$ 2,500
48	Utility - Street Lights	\$ 4,403	\$ 5,284	\$ 3,900	\$ (1,384)	\$ 7,300	\$ 3,400
49	Stormwater Control						
50	Stormwater Monitoring	\$ -	\$ -	\$ -	\$ -	\$ 32,000	
51	Stormwater System Maintenance	\$ 3,843	\$ 4,612	\$ 1,250	\$ (3,362)	\$ 2,000	\$ 750
52	Other Physical Environment						
53	Facility Management	\$ 83,810	\$ 100,572	\$ 100,572	\$ -	\$ 100,572	\$ -
54	General Liability Insurance & Property Insurance	\$ 26,086	\$ 26,086	\$ 29,305	\$ 3,219	\$ 26,090	\$ (3,215)
55	NPDES Inspections	\$ 23,750	\$ 28,500	\$ 30,000	\$ 1,500	\$ 32,000	\$ 2,000
56	Pedestrian Path Lighting Maintenance	\$ 58,163	\$ 72,300	\$ 20,000	\$ (52,300)	\$ 75,000	\$ 55,000
57	Water Management Monitoring & Reporting	\$ -	\$ -	\$ -	\$ -	\$ 2,500	\$ 2,500
58	Water Quality Monitoring & Testing	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000
59	Well Maintenance	\$ 10,563	\$ 12,676	\$ 8,200	\$ (4,476)	\$ 13,000	\$ 4,800
60	Landscape						
61	Irrigation Maintenance & Repair	\$ 35,528	\$ 42,634	\$ 12,100	\$ (30,534)	\$ 43,000	\$ 30,900
62	Irrigation System - Supply Pump Maintenance	\$ 23,558	\$ 29,554	\$ 27,000	\$ (2,554)	\$ 35,200	\$ 8,200
63	Irrigation System - Feeder Pump Chemicals	\$ 56,200	\$ 67,440	\$ 55,000	\$ (12,440)	\$ 76,000	\$ 21,000
64	Landscape Maintenance Contractural	\$ 97,445	\$ 116,934	\$ 107,700	\$ (9,234)	\$ 111,640	\$ 3,940
65	Landscape Replacement - Plants, Shrubs, Palms, Sod	\$ 11,824	\$ 14,189	\$ 10,000	\$ (4,189)	\$ 20,000	\$ 10,000
66	Landscape Tree Service	\$ 16,900	\$ 34,000	\$ 34,000	\$ -	\$ 34,000	\$ -
67	Lake/Pond Bank Maintenance & Repair	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
68	Road & Street Facilities						
69	Crosswalk Maintenance	\$ 121	\$ 145	\$ 20,000	\$ 19,855	\$ 20,000	\$ -
70	Slip Lane Maintenance	\$ 5,880	\$ 7,056	\$ 20,000	\$ 12,944	\$ 20,000	\$ -
71	Street Light/Decorative Light Maintenance	\$ 4,389	\$ 5,267	\$ 7,500	\$ 2,233	\$ 8,500	\$ 1,000
72	Stormwater System Maintenance	\$ 6,225	\$ 7,470	\$ 1,000	\$ (6,470)	\$ 5,000	\$ 4,000
73	Beachfront						
74	Beach & Coastal Environmental Service	\$ 41,673	\$ 41,673	\$ 43,000	\$ 1,327	\$ 68,000	\$ 25,000
75	Dune Maintenance	\$ 159,682	\$ 189,142	\$ 165,000	\$ (24,142)	\$ 217,500	\$ 52,500
76	Contingency						
77	Miscellaneous Contingency	\$ -	\$ -	\$ 6,279	\$ 6,279	\$ 6,000	\$ (279)
78							

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

Proposed Budget Somerset Community Development District General Fund Fiscal Year 2026/2027							
Chart of Accounts Classification		Actual YTD through 07/31/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026
79	Field Operations Subtotal	\$ 699,117	\$ 840,420	\$ 740,806	\$ (99,614)	\$ 1,001,802	\$ 228,996
80							
81	TOTAL EXPENDITURES	\$ 857,267	\$ 1,042,416	\$ 958,252	\$ (84,164)	\$ 1,226,510	\$ 236,258
82							
83	EXCESS OF REVENUES OVER EXPENDITURES	\$ 158,014	\$ (25,725)	\$ -	\$ (25,725)	\$ -	\$ 32,000
84							

Comments

Proposed Budget Somerset Community Development District Reserve Fund Fiscal Year 2026/2027								Comments
Chart of Accounts Classification		Actual YTD through 07/31/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026	
1								
2	ASSESSMENT REVENUES							
3								
4	Special Assessments							
5	Tax Roll*	\$ 539,027	\$ 539,027	\$ 539,027	\$ 0	\$ 666,870	\$ 127,843	
6	Off Roll*	\$ 167,973	\$ 167,973	\$ 167,973	\$ (0)	\$ 171,492	\$ 3,519	
7								
8	Assessment Revenue Subtotal	\$ 707,000	\$ 707,000	\$ 707,000	\$ -	\$ 838,362	\$ 131,362	
9								
10	OTHER REVENUES	\$ -						
11								
12	Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13								
14	Other Revenue Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
15								
16	TOTAL REVENUES	\$ 707,000	\$ 707,000	\$ 707,000	\$ -	\$ 838,362	\$ 131,362	
17	*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.							
18								
19	EXPENDITURES							
20								
21	Contingency							
22	Capital Projects - Asset Review Projects	\$ 123,875	\$ 180,000	\$ 180,000	\$ -	\$ -	\$ (180,000)	Project to be completed in FY26
23	Capital Reserves	\$ 158,559	\$ 235,559	\$ 527,000	\$ 291,441	\$ 838,362	\$ 311,362	Increase consolidates funding, including anticipated stormwater infrastructure repairs. Monitor through final.
24								
25	TOTAL EXPENDITURES	\$ 282,434	\$ 415,559	\$ 707,000	\$ 291,441	\$ 838,362	\$ 131,362	
26								
27	EXCESS OF REVENUES OVER EXPENDITURES	\$ 424,566	\$ 291,441	\$ -	\$ 291,441	\$ -	\$ -	
28								

Somerset Community Development District

Debt Service

Fiscal Year 2026/2027

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

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

6.0%

GROSS ASSESSMENTS

\$1,024,984.04

Notes:

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

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

SOMERSET COMMUNITY DEVELOPMENT DISTRICT						
FISCAL YEAR 2026/2027 O&M & DEBT SERVICE ASSESSMENT SCHEDULE						
			TOTAL O&M BUDGET		\$2,064,872.00	
			COLLECTION COSTS @	2.0%	\$43,933.45	
			EARLY PAYMENT DISCOUNT @	4.0%	\$87,866.89	
			TOTAL O&M ASSESSMENT		<u>\$2,196,672.34</u>	
UNITS ASSESSED			ALLOCATION OF O&M ASSESSMENT			PER LOT ANNUAL ASSESSMENT
LOT SIZE	O&M	SERIES 2022 (REFUNDING) DEBT SERVICE ⁽¹⁾	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL O&M BUDGET
SINGLE & MULTI FAMILY	637	637	1.00	637.00	76.22%	\$1,674,280.92
COMMERCIAL ⁽⁵⁾	37.06	37.06	0.75	27.79	3.33%	\$73,048.06
Total Platted	674.06	674.06		664.79	79.54%	\$1,747,328.98
<i>Unplatted</i>						
SINGLE & MULTI FAMILY	150	141	1.00	150.00	17.95%	\$394,257.67
COMMERCIAL ⁽⁵⁾	27.94	16.79	0.75	20.96	2.51%	\$55,085.68
Total Unplatted	177.94	157.79		170.96	20.46%	\$449,343.36
Total Community	852	831.85		835.75	100.00%	\$2,196,672.34
LESS: Walton County Collection Costs (2%) and Early Payment Discounts (4%):					(\$131,800.34)	
Net Revenue to be Collected:					<u>\$2,064,872.00</u>	
⁽¹⁾ Reflects the number of total lots with Series 2022 debt outstanding.						
⁽²⁾ Assessments are allocated on an equal assessment per acre basis until lots are platted.						
⁽³⁾ Annual debt service assessment per lot adopted in connection with the Series 2022 bond issue. Annual assessment includes principal, interest, Walton County collection costs and early payment discounts.						
⁽⁴⁾ Annual assessment that will appear on November 2026 Walton County property tax bill. Amount shown includes all applicable collection costs and early payment discounts (up to 4% if paid early).						
⁽⁵⁾ Commercial square footage is represented in units of 1,000 square feet.						

SOMERSET COMMUNITY DEVELOPMENT DISTRICT					
FISCAL YEAR 2026/2027 O&M & DEBT SERVICE ASSESSMENT SCHEDULE					
2026/2027 O&M Budget:		\$2,064,872.00	2025/2026 O&M Budget:		\$1,665,252.00
Collection Costs:	2%	\$43,933.45	2026/2027 O&M Budget:		\$2,064,872.00
Early Payment Discounts:	4%	\$87,866.89			
2026/2027 Total:		\$2,196,672.34	Total Difference:		\$399,620.00
Lot Size	Assessment Breakdown	Per Unit Annual Assessment Comparison		Proposed Increase / Decrease	
		2025/2026	2026/2027	\$	%
Single Family	Series 2022 Debt Service	\$1,252.44	\$1,252.44	\$0.00	0.00%
	Operations/Maintenance	\$2,119.71	\$2,628.38	\$508.67	24.00%
	Total	\$3,372.15	\$3,880.82	\$508.67	15.08%
Commercial	Series 2022 Debt Service	\$939.33	\$939.33	\$0.00	0.00%
	Operations/Maintenance	\$1,589.78	\$1,971.29	\$381.51	24.00%
	Total	\$2,529.11	\$2,910.62	\$381.51	15.08%

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 15

**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 63.72
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 16

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 1st day of September 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 19, 2027	2:00 p.m.

Kim O'Mera
District Manager

Tab 17

FIRST ADDENDUM TO THE CONTRACT FOR DISTRICT MANAGEMENT SERVICES

This First Addendum to the Contract for District Management Services (this “**Addendum**”), is made and entered into as of the 1st day of October, 2026 (the “**Effective Date**”), 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 **Rizzetta & Company, Inc.**, a Florida corporation (the “**District Manager**”).

RECITALS

WHEREAS, the District and the District Manager entered into the Contract for District Management Services dated October 1, 2025 (the “**Contract**”), incorporated by reference herein; and

WHEREAS, the District and the District Manager desire to amend **Exhibit B - Schedule of Fees** section of the Contract as further described in this Addendum; and

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

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the District Manager agree to the changes to amend the Schedule of Fees attached.

The amended Schedule of Fees are hereby ratified and confirmed. All other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Addendum as of the Effective Date.

(Remainder of this page is left blank intentionally)

Therefore, the District Manager and the District each intend to enter this Addendum, understand the terms set forth herein, and hereby agree to those terms.

ACCEPTED BY:

RIZZETTA & COMPANY, INC.

BY: *William J. Rizzetta*
 PRINTED NAME: William J. Rizzetta
 TITLE: President
 DATE: 08/31/2026

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

BY: _____
 PRINTED NAME: _____
 TITLE: Chairman/Vice Chairman
 DATE: _____

ATTEST:

 Vice Chairman/Assistant Secretary
 Board of Supervisors

 Print Name

Exhibit B – Schedule of Fees

Exhibit B

STANDARD ON-GOING SERVICES:

Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:

	MONTHLY	ANNUALLY
Management:	\$6,460.25	\$77,523
Administrative:	\$568.00	\$6,816
Accounting:	\$1,985.50	\$23,826
Financial Services & Revenue Collections:	\$645.33	\$7,744
Assessment Roll: ⁽¹⁾		\$6,544
Continuing Disclosure:	\$125.00	\$1,500
Website Management:	\$110.00	\$1,320
E-Mail Hosting Services:	\$100.00	\$1,200
Total Standard On-Going Services:	\$9,994.08	\$126,473

(1) Assessment Roll is to be billed in one lump-sum upon completion.

ADDITIONAL SERVICES:	FREQUENCY	RATE
Extended and Continued Meetings	Hourly	\$ 400
Additional Meetings (includes meeting prep, attendance and drafting of minutes)	Hourly	\$ 400
Estoppel Requests (billed to requestor):		
One Lot (on tax roll)	Per Occurrence	\$ 125
Two+ Lots (on tax roll)	Per Occurrence	\$ 150
One Lot (direct billed by the District)	Per Occurrence	\$ 150
Two–Five Lots (direct billed by the District)	Per Occurrence	\$ 200
Six-Ten Lots (direct billed by the District)	Per Occurrence	\$ 250
Elevent+ Lots (direct billed by the District)	Per Occurrence	\$ 300
Long Term Bond Debt Payoff Requests	Per Occurrence	\$ 150/Lot
Two+ Lots	Per Occurrence	Upon Request
Short Term Bond Debt Payoff Requests &		
Long Term Bond Debt Partial Payoff Requests		
One Lot	Per Occurrence	\$ 150
Two – Five Lots	Per Occurrence	\$ 200
Six – Ten Lots	Per Occurrence	\$ 300
Eleven – Fifteen Lots	Per Occurrence	\$ 400
Sixteen+ Lots	Per Occurrence	\$ 500
Bond Amortization Schedules	Per Occurrence	\$ 600
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public Records Requests	Hourly	Upon Request
Litigation Support Services	Hourly	Upon Request

PUBLIC RECORDS REQUESTS FEES:

Public Records Requests will be billed hourly to the District pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
Director	\$ 52.00
District Manager	\$ 40.00
Accounting & Finance Staff	\$ 28.00
Administrative Support Staff	\$ 21.00

LITIGATION SUPPORT SERVICES:

Litigation Support Services shall be billed hourly to the District pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
President	\$ 500.00
Chief Financial Officer	\$ 450.00
Vice President	\$ 400.00
Controller	\$ 350.00
Director	\$ 300.00
Accounting Director	\$ 300.00
Finance Manager	\$ 300.00
Senior District Manager	\$ 275.00
District Manager	\$ 250.00
Amenity Services Manager	\$ 250.00
Business Development Manager	\$ 250.00
Landscape Inspection Services Manager	\$ 250.00
Financial Analyst	\$ 250.00
Senior Accountant	\$ 225.00
Landscape Specialist	\$ 200.00
Administrative Support Manager	\$ 200.00
Senior Financial Associate	\$ 200.00
Senior Administrative Assistant	\$ 200.00
Staff Accountant II	\$ 200.00
District Coordinator	\$ 175.00
Administrative Assistant II	\$ 150.00
District Compliance Associate	\$ 150.00
Staff Accountant	\$ 150.00
Financial Associate	\$ 150.00
Administrative Assistant	\$ 100.00
Accounting Clerk	\$ 100.00
Client Relations Specialist	\$ 100.00