



Rizzetta & Company

Somerset Community Development District

**Board of Supervisors' Meeting
April 4, 2024**

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

www.somersetcdd.org

SOMERSET COMMUNITY DEVELOPMENT DISTRICT AGENDA

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

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

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

The Public Comment portion of the agenda is where individuals may make comments on any matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting, hearing, and/or workshop by contacting the District Manager at (850) 334-9055. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

District Office • 120 Richard Jackson Blvd, Suite 220, Panama City Beach, FL 32407
Mailing Address • 3434 Colwell Avenue, Suite 200, Tampa, FL 33614
www.SomersetCDD.org

March 28, 2024

Board of Supervisors
**Somerset Community
Development District**

AGENDA

Dear Board Members:

The special meeting of the Board of Supervisors of the Somerset Community Development District will be held on **Thursday, April 4, 2024, at 2:00 p.m. (Central Time)** at Alys Beach Conference Room, located at 84 Elbow Beach Road, Building 1, Alys Beach, FL 32461. The following is the agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of Board of Supervisors’ Meeting held on February 1, 2024..... Tab 1
 - B. Consideration of the Operations and Maintenance Expenditures for the Months of January – February 2024 Tab 2
- 4. BUSINESS ITEMS**
 - A. Ratification of Maintenance Items Tab 3
 - 1. WA # 24-02 – McGee Well Repair – Rips Professional Lawn Care
 - 2. WA # 24-09 – S Charles Street Light – McHenry Electric
 - B. Consideration of E, J, K, & PP Parking Courts Lighting Project Tab 4
 - C. Consideration of Proposals for Dune Projects – Dune Doctors..... Tab 5
 - 1. Area K – AC4
 - 2. Area R - WW Block
 - D. Ratification of Agreement for Irrigation Equipment Services with Mills Supply Tab 6
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. Facilities Manager
 - D. District Manager
 - 1. Presentation of District Manager’s Report
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

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

Sincerely,
Kim O’Mera
District Manager

Tab 1

MINUTES OF MEETING

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

SOMERSET
COMMUNITY DEVELOPMENT DISTRICT

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

Present and constituting a quorum:

Robert Stenhammer	Board Supervisor, Chairman
John Rosenberg	Board Supervisor, Vice Chairman
Belinda Ballew	Board Supervisor, Assistant Secretary

Also present were:

Kimberly O'Mera	District Manager, Rizzetta & Company, Inc.
Scott Buchewicz	Facilities Manager, Alys Beach Resorts, LLC.
Jim Martelli	District Engineer, Innerlight Engineering
Tucker Mackie	District Counsel, Kutak Rock, LLP

FIRST ORDER OF BUSINESS

Call to Order

Ms. O'Mera called the meeting to order at 2:23 p.m. and read the roll call.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

There were no audience members present to comment.

43
44 **THIRD ORDER OR BUSINESS** **Consideration of the Minutes of Board of**
45 **Supervisors Meeting held November 29,**
46 **2023**
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On a motion by Mr. Rosenberg, seconded by Ms. Ballew, with all in favor, the Board approved the Minutes of the Special Meeting of the Board of Supervisors held on November 29, 2023, for Somerset Community Development District.

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49 **FOURTH ORDER OF BUSINESS** **Consideration of the Operations and**
50 **Maintenance Expenditures for the Months**
51 **of October – December 2023**

On a motion by Mr. Stenhammer, seconded by Ms. Ballew, with all in favor, the Board ratified the Operations and Maintenance Expenditures for October 2023 in the amount of \$91,828.50, November 2023 in the amount of \$120,248.81, and December 2023 in the amount of \$93,235.18, for Somerset Community Development District.

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55 **FIFTH ORDER OF BUSINESS** **Ratification of Maintenance Items**

56 **1. Pump Station Diagnostic and Replacement Program Logistic Computer – Mills**
57 **Supply**

On a motion by Mr. Stenhammer, seconded by Ms. Ballew, with all in favor, the Board ratified the proposal from Mills Supply in the amount of \$1,765.00 for the Pump Station Diagnostic and Replacement Program Logistic Computer, for Somerset Community Development District.

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59 **2. Work Authorization #24 -08 McHenry Electric – Repaired Damages Conduit**
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On a motion by Mr. Rosenberg, seconded by Ms. Ballew, with all in favor, the Board ratified Work Authorization #24-08 for Repaired Damaged Conduit in the amount of \$940.00, for Somerset Community Development District.

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3. Work Authorization #24-01 Rips' Professional Lawn Care - McGee Well Meter Replacement.

On a motion by Mr. Stenhammer, seconded by Mr. Rosenberg, with all in favor, the Board ratified Work Authorization #24-01 in the amount of \$1,148.52 for the McGee Well Meter Replacement by Rips' Professional Lawn Care, for Somerset Community Development District.

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SIXTH ORDER OF BUSINESS

**Continued Discussion/Consideration of
Amendment to Facilities Management
Agreement – Alys Beach Resorts**

Ms. Mackie presented and reviewed the Facilities Management Agreement.

On a motion by Ms. Ballew, seconded by Mr. Rosenberg, with all in favor, the Board approved Second Amendment to the Agreement for Facility Maintenance with Alys Beach Resorts, for Somerset Community Development District.

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103 **SEVENTH ORDER OF BUSINESS** **Continued Discussion/Consideration of**
104 **Paver Repairs**
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106 **1. Response from HOA Concerning the Road Impact Fee**
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108 Discussion only, no action was taken amongst the Board.
109

110 **2. Consideration of Proposal for Paver Repairs**
111

112 Mr. Buchewicz reviewed the proposal received from Santos Brick Pavers with the Board
113 in detail, and a general discussion ensued. Mr. Stenhammer requested a quote for a
114 reserve study to be conducted.
115

116 On a motion by Mr. Stenhammer, seconded by Mr. Rosenberg, with all in favor, the Board accepted the proposal from Santos Brick Pavers in the amount of \$40,725.00, as a disbursement from Reserves, setting a not-to-exceed in the amount of \$45,000.00, for Somerset Community Development District.

On a motion by Mr. Rosenberg, seconded by Mr. Stenhammer, with all in favor, the Board authorized Mr. Martelli to prepare a Roadway Report, setting a not-to-exceed in the amount of \$7,500.00, for Somerset Community Development District.

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120 **EIGHTH ORDER OF BUSINESS** **Staff Reports**
121

122 **A. District Counsel**

123 Ms. Mackie gave a brief overview of the required Ethics Training and the electronic filing of
124 the Form 1 to be completed by the Board of Supervisors.
125

126 **B. District Engineer**

127 Mr. Martelli had no specific report in addition to the business discussed.
128

129 **C. Facilities Manager**

130 Mr. Buchewicz had no specific report in addition to the business discussed.
131

132 **D. District Manager**

133 Ms. O'Mera reminded the Board that the next meeting would be held on April 4, 2024, at
134 2:00 p.m. She reviewed the business of amending the FY23/24 Budget and setting the
135 Landowner Meeting Date.
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138 139 140 141	NINTH ORDER OF BUSINESS	Supervisor Comments	Requests	and	Audience
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142 There were general discussions on the water tower in the community.
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181 **TENTH ORDER OF BUSINESS**

Adjournment

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On a motion by Mr. Rosenberg, seconded by Mr. Stenhammer, with all in favor, the Board adjourned the meeting at 2:56 p.m., for Somerset Community Development District.

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Secretary/Assistant Secretary

Chairman/ Vice Chairman

DRAFT

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 January 2024 For Board Approval

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

The total items being presented: **\$181,122.00**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Somerset Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2024 Through January 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
ALYS Beach Resort LLC	100285	CL00020602	Monthly Facility Management 12/23	\$ 4,966.00
ALYS Beach Resort LLC	100288	CL00020577	Facility Management 12/23	\$ 14,468.77
Aqua Pro Water Systems - FL/GA	100289	AquaPro Summary 12/23	Chemical/Salt Installation 12/23	\$ 3,321.27
Aqua Pro Water Systems - FL/GA	100283	55347088	East Well Water Softener 11/23	\$ 23,750.00
Aqua Pro Water Systems - FL/GA	100277	56898717	West Well Water Softener 12/23	\$ 24,350.00
Dune Doctors, LLC	ACH	110123-14	Quarterly Maintenance Phase 11/23-01/24	\$ 26,686.25
Florida Power & Light Company	20240117-1	21125-35741 07/23	15 Caliza Ln. Misc. Pole 07/23	\$ 14.08
Florida Power & Light Company	ACH	21046-33165 12/23	9954 E County Highway 30A 12/23	\$ 469.19
Florida Power & Light Company	ACH	21125-35147 12/23	305 Somerset St. 12/23	\$ 1,399.18
Florida Power & Light Company	ACH	21125-35816 12/23	106 Somerset St 12/23	\$ 28.05
Florida Power & Light Company	ACH	FPL Summary 12/23	FPL Summary 12/23	\$ 211.71
Gannett Florida LocaliQ	100275	0006062708	Acct #526295 Legal Advertising 11/23	\$ 164.25
Kutak Rock, LLP	100276	3327988	Legal Services 11/23	\$ 7,232.00
Kutak Rock, LLP	100290	3340811	Legal Services 12/23	\$ 1,329.00

Somerset Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2024 Through January 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
McHenry Electric, Inc.	100291	25585	Tree Lighting Install - F Parking Court 01/24	\$ 4,609.00
McHenry Electric, Inc.	100293	25584	Tree Lighting Install - B Parking Court 01/24	\$ 6,914.00
Mills Supply	100279	9860	Replace PLC & Program Logic Computer 12/23	\$ 2,448.00
Mills Supply	100280	9869	Monthly Pump Station Maintenance 01/24	\$ 225.00
Mills Supply	100281	9856	Irrigation Pump Station Repairs 12/23	\$ 1,765.00
Rip's Professional Lawn Care, Inc.	100282	80793	Monthly Landscape Maintenance 12/23	\$ 8,975.00
Rip's Professional Lawn Care, Inc.	100284	76861	Medjool Date Palm Tree Trimming 04/23	\$ 15,010.00
Rip's Professional Lawn Care, Inc.	100292	81133	Monthly Landscape Maintenance 01/24	\$ 8,975.00
Rizzetta & Company, Inc.	100273	INV0000086414	Annual Dissemination Services 01/24	\$ 1,500.00
Rizzetta & Company, Inc.	100274	INV0000086515	District Management Fees 01/24	\$ 5,521.25
Santos Brick Pavers LLC	100294	012324 Santos	Brick Paver Installation Deposit 01/24 (2 of 2)	\$ 16,314.00
The Lake Doctors, Inc.	100286	150287B	Monthly Monitoring/Inspection 01/24	\$ 51.00
VGlobal Tech	100287	5787	Website ADA Compliance 01/24	\$ <u>425.00</u>
Report Total				\$ <u>181,122.00</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 February 2024 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2024 through February 29, 2024. This does not include expenditures previously approved by the Board.

The total items being presented: **\$64,911.44**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Somerset Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2024 Through February 29, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
ALYS Beach Resort LLC	100301	CL00021123	Facility Management 01/24	\$ 139.05
ALYS Beach Resort LLC	100302	CL00020915	Monthly Facility Management 01/24	\$ 4,966.00
Aqua Pro Water Systems - FL/GA	100303	AquaPro Summary 01/24	Chemical/Salt Installation 01/24	\$ 2,501.37
Aqua Pro Water Systems - FL/GA	100307	AquaPro Summary 02/24	Chemical/Salt Installation 02/24	\$ 1,311.17
Belinda Ann Ballew	100297	BB020124	Board of Supervisors Meeting 02/01/24	\$ 200.00
Florida Power & Light Company	100296	21125-35741 07/23	15 Caliza Ln. Misc. Pole 07/23	\$ 14.57
Florida Power & Light Company	100296	21125-35741 08/23	15 Caliza Ln. Misc. Pole 08/23	\$ 29.45
Florida Power & Light Company	100296	21125-35741 09/23	15 Caliza Ln. Misc. Pole 09/23	\$ 29.66
Florida Power & Light Company	100296	21125-35741 10/23	15 Caliza Ln. Misc. Pole 10/23	\$ 30.02
Florida Power & Light Company	100296	21125-35741 11/23	15 Caliza Ln. Misc. Pole 11/23	\$ 30.76
Florida Power & Light Company	100296	21125-35741 12/23	15 Caliza Ln. Misc. Pole 12/23	\$ 26.07
Florida Power & Light Company	ACH	21046-33165 01/24	9954 E County Highway 30A 01/24	\$ 173.53
Florida Power & Light Company	ACH	21125-35147 01/24	305 Somerset St. 01/24	\$ 2,208.78
Florida Power & Light Company	ACH	21125-35816 01/24	106 Somerset St 01/24	\$ 27.84

Somerset Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2024 Through February 29, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Power & Light Company	ACH	FPL Summary 01/24	FPL Summary 01/24	\$ 214.90
John Rosenberg	100298	JR020124	Board of Supervisors Meeting 02/01/24	\$ 200.00
McHenry Electric, Inc.	100306	25604	Parking Court A Lighting Project 02/24	\$ 15,519.00
Mills Supply	100300	9899	Monthly Pump Station Maintenance 02/24	\$ 225.00
Mills Supply	100310	9927	Service Work 02/24	\$ 432.00
Rip's Professional Lawn Care, Inc.	100305	81156	McGee Well Meter Replacement 01/24	\$ 1,148.52
Rip's Professional Lawn Care, Inc.	100308	81542	Monthly Landscape Maintenance 02/24	\$ 8,975.00
Rizzetta & Company, Inc.	100295	INV0000087133	District Management Fees 02/24	\$ 5,521.25
Robert E Stenhammer	100299	RS020124	Board of Supervisors Meeting 02/01/24	\$ 200.00
Santos Brick Pavers LLC	100304	020723 Santos	50% Deposit on Slip Lane Paver Repairs (1 of 2)	\$ 20,362.50
VGlobal Tech	100309	5855	Website ADA Compliance 02/24	\$ <u>425.00</u>
Report Total				\$ <u>64,911.44</u>

Tab 3

FORM OF ADDITIONAL SERVICES ORDER – WA #24-02

**WORK AUTHORIZATION FOR ADDITIONAL LANDSCAPE AND IRRIGATION
MAINTENANCE SERVICES**

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

SOMERSET COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Walton County, Florida, and having offices at c/o Rizzetta & Company, Inc., 120 Richard Jackson Blvd., Suite 220, Panama City Beach, Florida 32407, with a mailing address of 3434 Colwell Ave., Suite 200, Tampa, FL 33614 (“**District**”); and

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

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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




Assistant Secretary

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

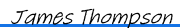


Robert Stenhammer (Mar 2, 2024 09:39 CST)
Chairman, Board of Supervisors



Douglas Lang (Mar 1, 2024 15:36 CST)
Witness

RIP'S PROFESSIONAL LAWN CARE, INC.



James Thompson (Mar 1, 2024 15:58 CST)
By: James Thompson

Its: Branch Manager

Exhibit A: Proposal/Scope of Additional Services

Exhibit A: Proposal/Scope of Additional Services

Rip's Professional Lawn Care, Inc

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

Estimate

Date	Estimate #
3/1/2024	5-4964

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

Project
McGee Control Box

Description	Qty	Rate	Total
5 hp Control Box	1	804.00	804.00
Labor	2.5	75.00	187.50
Total			\$991.50

Proposal #: 24-030REV

Amount: \$ 8,685.00

WORK AUTHORIZATION FOR MAINTENANCE SERVICES

This **Work Authorization** (the “**Work Authorization**”), dated the 7th day of March, 2024, 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

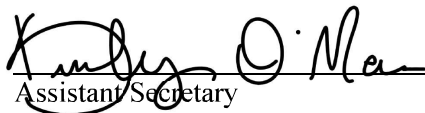
MCHENRY ELECTRIC, INC., a Florida for profit corporation, with a mailing address of 50 Hatchew Road, Miramar Beach, Florida 32550 (hereinafter “**Contractor**”, together with District the “**Parties**”).

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**”).

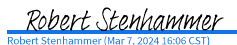
Section 2. Compensation and Term. It is understood and agreed that the payment of compensation for the Services under this Work Authorization shall be in the amount and for the term set forth in the attached **Exhibit A**, and in the manner set forth in the Agreement.

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.


Assistant Secretary

SOMERSET COMMUNITY DEVELOPMENT DISTRICT


Robert Stenhammer (Mar 7, 2024 16:06 CST)

By: Robert Stenhammer

Its: CDD Chairperson

MCHENRY ELECTRIC, INC.


Niki Carr (Mar 8, 2024 07:13 CST)

Witness


D. Clayton MCHenry (Mar 7, 2024 17:39 CST)

By: D. Clayton MCHenry

Its: president

Exhibit A: Proposal/Scope of Services

Proposal

No. 24-030REV

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

PROPOSAL SUBMITTED TO Somerset CDD C/O Rizzetta & Company, Inc		PHONE 850-334-9055	DATE March 5, 2024
STREET 3434 Colwell Avenue suite 200		JOB NAME Streetlight Circuit	
CITY, STATE and ZIP CODE Tampa, FL 33614		JOB LOCATION S. Charles Street	
ARCHITECT N/A	DATE OF PLANS N/A	Alys Beach, FL 32461	

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

Eight thousand six hundred eighty five dollars and 00/100 ----- dollars \$8,685.00

Payments to be made as follows:

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

Biweekly draws equal to the amount of work completed.

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

Authorized Signature

D. Clayton McHenry - President

Note: This proposal may be withdrawn by us if not accepted within 3 days.

We hereby submit specifications and estimates for South Charles Street.

Includes the following:

A) Remove and replace (1) 4' section of concrete for damaged conduit.

B) Remove and replace (1) 4' section of concrete for damaged J-Box.

C) Remove and replace (1) 4' section of pavers for damaged conduit.

D) Furnish and install new conduit and J-Box.

E) New conductors are part of original contract.

Does not include any warranty, liability, responsibility for any existing wiring, panels, pumps, conductors, disconnects, fuses, controllers, breakers, meters, light fixtures, appliances, and receptacles.

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

Note: The above price is based on current material prices. IF any material price increases over 5% the above price will have to be adjusted. The above price is only valid for 3 days from the date above. If the job is not completed within 3 days, it might be necessary to adjust the contract price. Prevailing party is due any legal fees arising from this contract. We reserve the right to cease work due to nonpayment of invoices.

Signature- _____

Date of Acceptance- _____











2024-03-05 - Somerset CDD - WA #24-09 - S Charles Street Light (24-030REV), unexecuted


Final Audit Report


2024-03-08


Created:	2024-03-07
By:	Kim O'Mera (komera@rizzetta.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAASN8SkCPqQ2y7Qw4TqYR2E4fWNKZ4qPZ-


"2024-03-05 - Somerset CDD - WA #24-09 - S Charles Street Light (24-030REV), unexecuted" History

-  Document created by Kim O'Mera (komera@rizzetta.com)
2024-03-07 - 3:28:38 PM GMT- IP address: 24.96.226.159
-  Document emailed to robert@alysbeach.com for signature
2024-03-07 - 3:30:05 PM GMT
-  Email viewed by robert@alysbeach.com
2024-03-07 - 10:06:27 PM GMT- IP address: 104.47.70.126
-  Signer robert@alysbeach.com entered name at signing as Robert Stenhammer
2024-03-07 - 10:06:48 PM GMT- IP address: 24.236.115.130
-  Document e-signed by Robert Stenhammer (robert@alysbeach.com)
Signature Date: 2024-03-07 - 10:06:50 PM GMT - Time Source: server- IP address: 24.236.115.130
-  Document emailed to mike@mchenryelectric.com for signature
2024-03-07 - 10:06:52 PM GMT
-  Email viewed by mike@mchenryelectric.com
2024-03-07 - 10:19:43 PM GMT- IP address: 70.163.8.8
-  Signer mike@mchenryelectric.com entered name at signing as D. Clayton MCHenry
2024-03-07 - 11:39:51 PM GMT- IP address: 50.81.54.180
-  Document e-signed by D. Clayton MCHenry (mike@mchenryelectric.com)
Signature Date: 2024-03-07 - 11:39:53 PM GMT - Time Source: server- IP address: 50.81.54.180
-  Document emailed to niki@mchenryelectric.com for signature
2024-03-07 - 11:39:55 PM GMT

 Email viewed by niki@mchenryelectric.com
2024-03-08 - 1:12:51 PM GMT- IP address: 70.163.8.8

 Signer niki@mchenryelectric.com entered name at signing as Niki Carr
2024-03-08 - 1:13:18 PM GMT- IP address: 70.163.8.8

 Document e-signed by Niki Carr (niki@mchenryelectric.com)
Signature Date: 2024-03-08 - 1:13:20 PM GMT - Time Source: server- IP address: 70.163.8.8

 Agreement completed.
2024-03-08 - 1:13:20 PM GMT

Tab 4

Proposal

No. 24-029R

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

PROPOSAL SUBMITTED TO Somerset CDD C/O Rizzetta & Company, Inc		PHONE 850-334-9055	DATE March 11, 2024
STREET 3434 Colwell Avenue suite 200		JOB NAME Tree lighting	
CITY, STATE and ZIP CODE Tampa, FL 33614		JOB LOCATION E parking court	
ARCHITECT N/A	DATE OF PLANS N/A	Alys Beach, FL 32461	

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

Four thousand five hundred dollars and 00/100 ----- dollars (\$4,500.00)

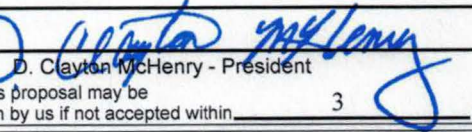
Payments to be made as follows:

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

Biweekly draws equal to the amount of work completed.

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

Authorized Signature


D. Clayton McHenry - President

Note: This proposal may be withdrawn by us if not accepted within 3 days.

We hereby submit specifications and estimates for Furnish tree lights for E parking court.

Includes the following:

A) Pull staples from trees (tightwire).

B) Level all (15) J-Boxes.

C) Relocate J-Boxes 3'-4' away from trees.

D) Pavers to be removed and reinstalled by others.

Does not include any warranty, liability, responsibility for any existing wiring, panels, pumps, conductors, disconnects, fuses, controllers, breakers, meters, light fixtures, appliances, and receptacles.

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

Note: The above price is based on current material prices. IF any material price increases over 5% the above price will have to be adjusted. The above price is only valid for 3 days from the date above. If the job is not completed within 3 days, it might be necessary to adjust the contract price. Prevailing party is due any legal fees arising from this contract. We reserve the right to cease work due to nonpayment of invoices.

Signature- _____

Date of Acceptance- _____

Proposal

No. 24-027

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

PROPOSAL SUBMITTED TO Somerset CDD C/O Rizzetta & Company, Inc		PHONE 850-334-9055	DATE February 26, 2024
STREET 3434 Colwell Avenue suite 200		JOB NAME Tree lighting	JOB LOCATION J parking court
CITY, STATE and ZIP CODE Tampa, FL 33614		ARCHITECT N/A	
ARCHITECT N/A		DATE OF PLANS N/A	Alys Beach, FL 32461

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

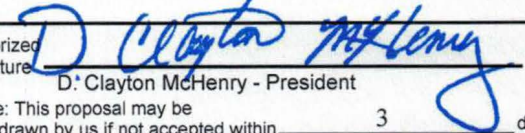
Sixteen thousand one hundred twenty eight dollars and 00/100 ----- dollars (\$ 16,128.00)

Payments to be made as follows:

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

Biweekly draws equal to the amount of work completed.

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

Authorized Signature  D: Clayton McHenry - President
 Note: This proposal may be withdrawn by us if not accepted within 3 days.

We hereby submit specifications and estimates for Furnish tree lights for J parking court.

Includes the following:

- A) Furnish and install (28) Volt Brass 12V lights with tree mount and LED bulbs.
- B) Reuse (1) stainless steel 12V transformer.
- C) Furnish and install low voltage connectors.
- D) Remove (28) in ground well lights and pavers to the trees.
- E) Furnish and install low voltage cable, and connectors. Reuse conduit and J-Boxes in front of trees.

Does not include any warranty, liability, responsibility for any existing wiring, panels, pumps, conductors, disconnects, fuses, controllers, breakers, meters, light fixtures, appliances, and receptacles.

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

Note: The above price is based on current material prices. IF any material price increases over 5% the above price will have to be adjusted. The above price is only valid for 3 days from the date above. If the job is not completed within 3 days, it might be necessary to adjust the contract price. Prevailing party is due any legal fees arising from this contract. We reserve the right to cease work due to nonpayment of invoices.

Signature- _____
 Date of Acceptance- _____

Proposal

No. 24-028

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

PROPOSAL SUBMITTED TO Somerset CDD C/O Rizzetta & Company, Inc		PHONE 850-334-9055	DATE February 26, 2024
STREET 3434 Colwell Avenue suite 200		JOB NAME Tree lighting	
CITY, STATE and ZIP CODE Tampa, FL 33614		JOB LOCATION K parking court	
ARCHITECT N/A	DATE OF PLANS N/A	Alys Beach, FL 32461	

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

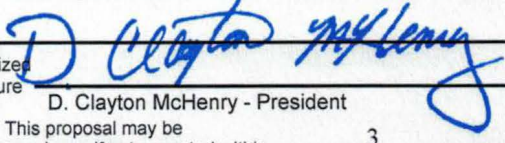
Nine thousand two hundred nineteen dollars and 00/100 ----- dollars (\$9,219.00)

Payments to be made as follows:

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

Biweekly draws equal to the amount of work completed.

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

Authorized Signature 

D. Clayton McHenry - President

Note: This proposal may be withdrawn by us if not accepted within 3 days.

We hereby submit specifications and estimates for Furnish tree lights for K parking court.

Includes the following:

A) Furnish and install (16) Volt Brass 12V lights with tree mount and LED bulbs.

B) Furnish and install (1) stainless steel 12V transformer.

C) Furnish and install low voltage connectors.

D) Remove (16) in ground well lights.

E) Furnish and install low voltage cable, connectors, and J-Boxes.

F) Reuse PVC conduit chases between all trees.

Does not include any warranty, liability, responsibility for any existing wiring, panels, pumps, conductors, disconnects, fuses, controllers, breakers, meters, light fixtures, appliances, and receptacles.

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

Note: The above price is based on current material prices. IF any material price increases over 5% the above price will have to be adjusted. The above price is only valid for 3 days from the date above. If the job is not completed within 3 days, it might be necessary to adjust the contract price. Prevailing party is due any legal fees arising from this contract. We reserve the right to cease work due to nonpayment of invoices.

Signature- _____

Date of Acceptance- _____

Proposal

No. 24-026

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

PROPOSAL SUBMITTED TO Somerset CDD C/O Rizzetta & Company, Inc		PHONE 850-334-9055	DATE February 26, 2024
STREET 3434 Colwell Avenue suite 200		JOB NAME Tree lighting	
CITY, STATE and ZIP CODE Tampa, FL 33614		JOB LOCATION PP parking court	
ARCHITECT N/A	DATE OF PLANS N/A	Alys Beach, FL 32461	

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

Eight thousand six hundred forty dollars and 00/100 ----- dollars (\$8,640.00)

Payments to be made as follows:

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

Biweekly draws equal to the amount of work completed.

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

Authorized Signature

D. Clayton McHenry - President

Note: This proposal may be withdrawn by us if not accepted within 3 days.

We hereby submit specifications and estimates for Furnish tree lights for PP parking court.

Includes the following:

A) Furnish and install (16) Volt Brass 12V lights with tree mount and LED bulbs.

B) Furnish and install (1) stainless steel 12V transformer.

C) Furnish and install low voltage connectors.

D) Remove (16) in ground well lights.

E) Furnish and install low voltage cable, connectors, and J-Boxes.

F) Furnish and install PVC conduit chases between all trees.

Does not include any warranty, liability, responsibility for any existing wiring, panels, pumps, conductors, disconnects, fuses, controllers, breakers, meters, light fixtures, appliances, and receptacles.

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

Note: The above price is based on current material prices. IF any material price increases over 5% the above price will have to be adjusted. The above price is only valid for 3 days from the date above. If the job is not completed within 3 days, it might be necessary to adjust the contract price. Prevailing party is due any legal fees arising from this contract. We reserve the right to cease work due to nonpayment of invoices.

Signature- _____

Date of Acceptance- _____

Tab 5



Attention: Somerset Community Development District

Via email: sbuchewicz@alysbeach.com

Re: PROPOSAL FOR ALYS BEACH – AC4
FLWAL_CALYSBEACH_P02302_03212024

Project Address: AC4 - Alys Beach, FL 32461

Date: March 13, 2024

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	\$6,672.58
NATIVE PLANT SPECIES INSTALLATION	<p>This planting concerns the scrub zone located seaward of AC4. We shall install temporary irrigation and pine straw throughout the scrub zone.</p> <ul style="list-style-type: none"> - 3 Ilex vomitoria, Yaupon Holly in 7-gallon container - 12 Quercus geminata, Sand Live Oak in 15-gallon container <p>*Due to limited inventory some species may have to be substituted which could alter the price.</p>	\$6,240.00
SUBJECT MATTER EXPERT	<p>Consulting, planning and permitting services.</p> <p>*Some projects may require additional costs.</p>	*\$432.58

Estimated Project Cost: \$6,672.58

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 Beronet
Owner, MBA & MS Biology

DATE: March 13, 2024

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.



Attention: Scott Buchewicz

Via email: sbuchewicz@alysbeach.com

Re: PROPOSAL FOR ALYS BEACH
FLWAL_CALYSBEACH_P01803_03132024

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

Date: March 13, 2024

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	\$62,205.25
NATIVE PLANT SPECIES INSTALLATION	<p>This planting concerns the scrub zone side of the newly placed sand in Area R. We shall install temporary irrigation and pine straw throughout the scrub zone.</p> <ul style="list-style-type: none"> - 23 Ilex vomitoria, Yaupon Holly in 7-gallon container - 15 Quercus geminata, Sand Live Oak in 15-gallon container - 7 Morella cerifera, Wax Myrtle in 7-gallon container - 36 Serenoa repens, Saw Palmetto in 3-gallon container - 45 Conradina canescens, False Rosemary in 1-gallon container - 45 Ilex vomitoria , Dwarf Yaupon in 3-gallon container <p>*Due to limited inventory some species may have to be substituted which could alter the price.</p>	*\$36,002.50
SAND FENCE INSTALLATION	<p>Install up to:</p> <ul style="list-style-type: none"> • 60 ft. of continuous fencing temporarily until plants have established. 	\$611.00
SAND PLACEMENT	<p>Deliver and place up to 160 cubic yards of DEP-approved compatible white beach sand. Placement will be on the East end of Area R to close the gap at the top of the dune.</p>	\$23,000.00
RESTORATION & ENHANCEMENT	<p>Plant on the seaward slope of the newly placed sand:</p> <ul style="list-style-type: none"> • 198 native grasses (sea oats & panic grasses), • 24 ground covers, • and 10 flowers to cover most of the bare areas (approximately 690 sq. ft.) present in the existing dune. 	\$2,159.17
SUBJECT MATTER EXPERT	<p>Consulting, planning and permitting services. **Some projects may require additional costs.</p>	**\$432.58

Continued on the next page.

Estimated Project Cost: \$62,205.25

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. Beronet', with a stylized flourish underneath.

Frederique Beronet
Owner, MBA & MS Biology

DATE: March 13, 2024

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.

Tab 6

**AGREEMENT BETWEEN THE SOMERSET COMMUNITY DEVELOPMENT
DISTRICT AND MILLS SUPPLY FOR IRRIGATION SYSTEM REPAIR,
MAINTENANCE, AND REPLACEMENT SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into on this 6th day of March 2024, 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, with a mailing address of 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the “District”), and

MILLS SUPPLY, a Florida company, with a mailing address of P.O. Box 804, Shalimar, Florida 32579 (hereinafter “Contractor” and, with the District, the “Parties”).

RECITALS

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

WHEREAS, from time to time, the District has a need to retain an independent contractor to provide irrigation system repair, maintenance, and replacement services, and labor and other materials related thereto; and

WHEREAS, the Contractor submitted a proposal for the services presently needed by the District and represents that it is qualified to provide such services and has agreed to initially provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein (“**Services**”); and

WHEREAS, the District may have a future need for additional services to be provided by Contractor; and

WHEREAS, the District and Contractor desire to enter into a contractual relationship consistent with the terms and conditions provided in 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. RECITALS. The recitals stated above 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. From time to time, the District desires that Contractor provide professional irrigation system repair, maintenance, and replacement services, including labor, within

presently accepted standards. Upon all parties executing this Agreement, Contractor shall provide the District with the specific services as set forth in this Agreement.

B. While providing the Services, 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. Contractor shall provide the specific professional Services as shown in Section 3 of this Agreement and any future Work Authorization (defined below). 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

SECTION 3. SCOPE OF SERVICES. The Contractor will provide the Services identified in **Exhibit A** and in any future Work Authorization, attached hereto and incorporated by reference herein. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit A** and in any future Work Authorization. To the extent that any of the provisions of this Agreement conflict with the provisions of **Exhibit A** or any future Work Authorization, this Agreement shall control.

SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE. Contractor agrees, as an independent contractor, to undertake work and/or perform or have performed such services as specified in this Agreement or any addendum executed by the parties or in any authorized written work authorization in substantially the same form set forth in **Exhibit B ("Work Authorization")**, attached hereto and incorporated herein by reference, which shall include the scope of work, compensation, and special provisions or conditions specific to the service or project being authorized, which such Work Authorization shall be issued by the District in connection with this Agreement and accepted by Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District, in their sole and unfettered discretion, and shall be in accordance with industry standards. The performance of all Services by 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 or Work Authorization, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by Contractor as if described and delineated in this Agreement.

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

C. The District shall designate in writing a person(s) to act as the District's representative(s) 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 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. Before performing Services, Contractor shall inspect any equipment or piping that is connected to the items to be repaired and shall inform the District if the Services may damage the connecting infrastructure, whether due to age, condition or otherwise.

E. If the scope of services attached hereto or to a work authorization requires funds be paid by the District to the Contractor prior to the time the project is completed, such funds shall be considered a deposit. Despite the fact that there may be deposits being paid by the District prior to project completion, this is a lump sum contract. No portion of the deposit payments made by the District shall be considered earned by the Contractor until completion of the scope of services.

SECTION 5. COMPENSATION; TERM.

A. The District shall pay Contractor **Four Hundred Thirty-Two Dollars (\$432.00)** for the Services as identified in **Exhibit A** attached hereto and incorporated herein by reference. Contractor shall invoice the District for the Services pursuant to the terms of this Agreement. The District shall provide payment within forty-five (45) days of receipt of invoices. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Services.

B. The term of this Agreement shall be from January 1, 2024, through December 31, 2024, and shall automatically renew for three (3) additional one (1) year terms. Notwithstanding anything else provided herein, the Agreement may be terminated in accordance with the terms provided herein.

C. The District may require, as a condition precedent to making any payment to 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 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 Contractor, in a form satisfactory to the District, that any indebtedness of

Contractor, as to services to the District, has been paid and that 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 forty-five (45) days after the invoice date or otherwise in accordance with the Florida Prompt Payment Act. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within sixty (60) days of the invoice date. Each monthly invoice shall include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 6. TERMINATION. Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to Contractor. Either party may terminate this Agreement by providing thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, 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 Contractor.

SECTION 7. WARRANTY. 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. In addition to all manufacturers' warranties for materials purchased for purposes of this Agreement, all Services, including but not limited to services and materials, provided by Contractor pursuant to this Agreement shall be warranted for three (3) years from the date of the final acceptance by the District of the Services.

SECTION 8. INSURANCE. Contractor shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000/\$2,000,000

Contractor shall provide the District with a certificate naming the District, its officers, and employees as an additional insured. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days' written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this

Agreement.

If 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 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 9. 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. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. 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.
- 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 (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

SECTION 10. COMPLIANCE WITH GOVERNMENTAL REGULATION. Contractor shall keep, observe, and perform all requirements of applicable local, state, and federal laws, rules, regulations, or ordinances. If 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 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 immediately upon the giving of notice of termination.

SECTION 11. LIENS AND CLAIMS. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. 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 Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. In the event that 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. 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 law, 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 13. NO THIRD-PARTY 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.

SECTION 14. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of 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. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if there are any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and 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 15. AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the District and Contractor relating to the subject matter of this Agreement.

SECTION 16. 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 District and Contractor.

SECTION 17. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and

Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 18. NOTICES. All notices, requests, consents and other communications under this Agreement (“Notices”) shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent 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 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Contractor: Mills Supply
P.O. Box 804
Shalimar, Florida 32579
Attn: Randy Mills

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 District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other 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 19. ENFORCEMENT OF AGREEMENT. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially 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. 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 21. PUBLIC RECORDS. 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, 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 Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, 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 Contractor, 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 334-9055, KOMERA@RIZZETTA.COM, OR AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

SECTION 22. 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 23. 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 24. COUNTERPARTS. 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.

SECTION 25. 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 and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have

drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 26. ASSIGNMENT. Neither Party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other Party.

SECTION 27. 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 28. E-VERIFY REQUIREMENTS. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

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 29. 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 30. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

[Remainder of this page left intentionally blank]

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

ATTEST:

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

Kimberly O. Man
Secretary/Assistant Secretary

Robert Stenhammer
Robert Stenhammer (Mar 6, 2024 09:35 CST)
Chairperson, Board of Supervisors

WITNESS:

MILLS SUPPLY

Pamela P. White
By: *Pamela P. White*

Carol Mills
By: *Carol L. Mills*
Its: *Sec, Treas.*

Exhibit A: Contractor's Proposal
Exhibit B: Form of Work Authorization

**Exhibit A
Contractor's Proposal**



Estimate

Date	Estimate #
1/25/2024	996

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 broken filter on pump station that was spraying.	1	432.00	432.00

Prices good for thirty (30) days from the date of this estimate.		Subtotal	\$432.00
		Sales Tax (0.0%)	\$0.00
		Total	\$432.00

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

Exhibit B

WORK AUTHORIZATION # _____
_____, 20____

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

Subject: **Work Authorization Number** _____ (“**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 _____, 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,

Authorized Representative of
Mills Supply

APPROVED AND ACCEPTED

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

Date: _____


2024-03-06 - Somerset CDD - Agreement for Irrigation Equipment Services - Mill's Supply, partially executed

Final Audit Report

2024-03-06

Created:	2024-03-06
By:	Kim O'Mera (komera@rizzetta.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA06VG6webMib4ePB1qSF5UI4RWsue7sou

"2024-03-06 - Somerset CDD - Agreement for Irrigation Equipment Services - Mill's Supply, partially executed" History

 Document created by Kim O'Mera (komera@rizzetta.com)

2024-03-06 - 3:21:01 PM GMT- IP address: 24.96.226.159

 Document emailed to robert@alysbeach.com for signature

2024-03-06 - 3:21:25 PM GMT

 Email viewed by robert@alysbeach.com

2024-03-06 - 3:35:26 PM GMT- IP address: 104.47.58.126

 Signer robert@alysbeach.com entered name at signing as Robert Stenhammer

2024-03-06 - 3:35:38 PM GMT- IP address: 24.236.115.130

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

Signature Date: 2024-03-06 - 3:35:40 PM GMT - Time Source: server- IP address: 24.236.115.130

 Agreement completed.

2024-03-06 - 3:35:40 PM GMT