



Rizzetta & Company

Somerset Community Development District

**Board of Supervisors' Meeting
February 6, 2025**

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

www.somersetcdd.org

SOMERSET COMMUNITY DEVELOPMENT DISTRICT AGENDA

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

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

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

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

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

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

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

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

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

www.SomersetCDD.org

January 31, 2025

Board of Supervisors
Somerset Community
Development District

FINAL AGENDA

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Somerset Community Development District will be held on **Thursday, February 6, at 2:00 p.m. (Central Time)** at the Alys Beach Conference Room, located at 84 Elbow Beach Road, Building 1, Alys Beach, FL 32461. The following is the Final Agenda for this meeting:

1. **CALL TO ORDER/ROLL CALL**
2. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Board of Supervisors
Meeting Held on December 5, 2024Tab 1
 - B. Ratification of Operation and Maintenance Expenditures
for months of November 2024 - December 2024Tab 2
4. **CONSENT AGENDA – RATIFICATION OF MAINTENANCE ITEMS**Tab 3
 - A. McHenry Electric
 1. WA#25-01 – J&K Block PED Path Lighting Repairs
 2. WA#25-02 – S Turtle Bale PED Path Lighting Repairs
 3. WA#25-03 – Whitby & Ladybug Court PED Path Repairs
 4. WA#25-04 – Large Mantel PED Path Repairs
 5. WA#25-05 – S Sea Garden PED Path Repairs
 - B. Rip's Professional Lawn Care
 1. WA#25-03 – 30A Irrigation Repairs
 2. WA#25-04 – Well Pump Winterization
 3. WA#25-05 – Hydraulic Fill Valve Repair
 4. WA #26-06 – 30A Irrigation Repairs
 - C. Leak Detection Service – Gulf Coast Leak Detection
 - D. American Site Development
 1. Manhole Repair at Buggy Whip Lane
 2. Manhole Repair at ST 9
5. **BUSINESS ITEMS**
 - A. Consideration of Agreement for Water Treatment Systems
Maintenance - AquaPro Water Systems.....Tab 4
 - B. Presentation and Discussion of SB7040 – Stormwater Ratification Bill
and O&M Requirements.....Tab 5
 - C. Consideration of Resolution 2025-04 Amending the FY24-25 Budget *(Under Separate Cover)*
 - D. Consideration of Addendum to District Management Agreement *(Under Separate Cover)*
6. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 1. Update on Curb Modification Report
 2. Update on Public Facilities Report
 - C. District Manager
 1. Presentation of District Manager Report----- Tab 6

7. SUPERVISOR REQUESTS AND COMMENTS

8. ADJOURNMENT

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

Sincerely,

Kimberly O'Mera

Kimberly O'Mera
District Manager

Tab 1

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

December 5, 2024 - Minutes of Meeting

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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, December 5, 2024, at 2:00 p.m. (Central Time)** at the Alys Beach Conference Room located at 84 Elbow Road, Building 1, Alys Beach, FL 32461.

Present and constituting a quorum:

Robert Stenhammer	Board Supervisor, Chairman
John Rosenberg	Board Supervisor, Vice Chairman
George Hartley	Board Supervisor, Assistant Secretary
Tom Dodson	Board Supervisor, Assistant Secretary
Belinda Ballew	Board Supervisor, Assistant Secretary

Also present were:

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

FIRST ORDER OF BUSINESS

Call to Order

Ms. O'Mera called the meeting to order at 2:05 p.m. and read the roll call.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

There were no audience members present to comment.

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

December 5, 2024 - Minutes of Meeting

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THIRD ORDER OR BUSINESS

Administration of Oath

Ms. O'Mera administered the oath of office to Belinda Ballew, John Rosenberg and George Hartley, for Somerset Community Development District.

FOURTH ORDER OR BUSINESS

**Consideration of Resolution 2025-01,
Canvassing and Certifying Results of
the November 5, 2024 Landowner
Election**

On a motion by Mr. Stenhammer, seconded by Mr. Hartley, with all in favor, the Board of Supervisors adopted Resolution 2025-01, Canvassing and Certifying Results of the Landowner Election as Belinda Ballew receiving sixty-two (62) votes resulting in a four (4) year term, John Rosenberg receiving sixty-one (61) votes resulting in a four (4) year term and George Hartley receiving fifty (50) votes resulting in a two (2) year term, for Somerset Community Development District.

FIFTH ORDER OR BUSINESS

**Consideration of Resolution 2025-02,
Appointing and Removing Officers of
the District**

On a motion by Mr. Hartley, seconded by Mr. Rosenberg, with all in favor, the Board of Supervisors adopted Resolution 2025-02, selecting Mr. Stenhammer as Chairman, Mr. Rosenberg as Vice Chairman, and Mr. Hartley, Mr. Dodson, Ms. Ballew, Ms. O'Mera, and Ms. Dobbins as Assistant Secretary, for Somerset Community Development District.

SIXTH ORDER OR BUSINESS

**Consideration of the Minutes of Board
of Supervisors Meeting held on
September 5, 2024**

On a motion by Mr. Rosenberg, seconded by Mr. Dodson, with all in favor, the Board approved the Minutes of the Meeting of the Board of Supervisors held on September 5, 2024, for Somerset Community Development District.

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

December 5, 2024 - Minutes of Meeting

Page 3

SEVENTH ORDER OR BUSINESS

**Consideration of the Minutes of the
Landowners' Election Meeting held on
November 5, 2024**

On a motion by Mr. Stenhammer, seconded by Mr. Hartley, with all in favor, the Board approved the Minutes of the Landowners' Election Meeting held on November 5, 2024, for Somerset Community Development District.

EIGHTH ORDER OR BUSINESS

**Ratification of the Operations and
Maintenance Expenditures for the
Months of August 2024 - October 2024**

On a motion by Mr. Stenhammer, seconded by Mr. Rosenberg, with all in favor, the Board ratified the Operations and Maintenance Expenditures for August 2024, in the amount of \$119,878.51, September 2024, in the amount of \$142,730.17 and October 2024, in the amount of \$169,750.34, for Somerset Community Development District.

NINTH ORDER OR BUSINESS

**Consideration of Resolution 2025-03,
Redesignating a Qualified Public
Depository**

On a motion by Mr. Rosenberg, seconded by Ms. Ballew, with all in favor, the Board adopted Resolution 2025-03, Redesignating Bank United as the Public Depository for funds of the District, for Somerset Community Development District.

On a motion by Mr. Rosenberg, seconded by Mr. Hartley, with all in favor, the Board authorized Staff to move FY23/24 excess budgeted Operating Funds in the amount of \$181,870.00 to the Reserve Fund, for Somerset Community Development District.

On a motion by Mr. Rosenberg, seconded by Ms. Ballew, with all in favor, the Board authorized Staff to transfer an additional \$125,000.00 of Reserve funds to FLCLASS, for Somerset Community Development District.

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

December 5, 2024 - Minutes of Meeting

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TENTH ORDER OF BUSINESS

**Consent Agenda – Ratification of
Maintenance Items**

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

- Crosswalk Repair by Murdock Investments in the amount of \$4,500.00
- Slip Line Paver Repairs by Santos Brick Pavers in the amount of \$5,525.00
- Hoover Software Update by Mills Supply in the amount of \$1,792.00
- WA#25-01 Irrigation Repair by Rip's Professional Lawn Care in the amount of \$5,168.20
- WA#25-02 Irrigation Repair by Rip's Professional Lawn Care in the amount of \$1,523.00

for Somerset Community Development District.

ELEVENTH ORDER OF BUSINESS

**Ratification of Acceptance of Reserve
Study Agreement with Association
Reserves**

On a motion by Mr. Rosenberg, seconded by Mr. Stenhammer, with all in favor, the Board approved the Acceptance of Reserve Study Agreement with Association Reserves, for Somerset Community Development District.

TWELFTH ORDER OF BUSINESS

**Consideration of Hoover Plumbing
Replacement Proposal – Mills Supply**

Mr. Lang stated that the existing galvanized steel plumbing is corroded and may experiencing leaks if not addressed. He recommended proceeding with its replacement to mitigate the risk of potential landscape damage that may arise from system failure.

On a motion by Mr. Rosenberg, seconded by Mr. Stenhammer, with all in favor, the Board accepted the Hoover Plumbing Replacement Proposal - Mills Supply, in the amount of \$15,500.00, for Somerset Community Development District.

THIRTEENTH ORDER OF BUSINESS

**Discussion/Consideration of
Beach/Dune Sand Corrections – Dune
Doctors**

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

December 5, 2024 - Minutes of Meeting

Page 5

Mr. Stenhammer discussed challenges with dune grasses taking over the beach and the need for an updated survey to demarcate where the beach ends and dunes begin.

On a motion by Mr. Stenhammer, seconded by Mr. Dodson, with all in favor, the Board authorized Mr. Martelli to prepare an updated dune survey with an ariel overlay and monument line markings, setting a not-to-exceed in the amount of \$5,000.00, for Somerset Community Development District.

FOURTEENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Mr. Mackie reviewed the deadline to complete Ethics training.

B. District Engineer

1. Update on Public Facilities Report Proposal

Mr. Martelli explained the effort put into setting pricing for an updated report. General discussion took place with Mr. Stenhammer requesting a comprehensive report.

On a motion by Mr. Stenhammer, seconded by Mr. Rosenberg, with all in favor, the Board approved a not-to-exceed in the amount of \$18,000.00 for an updated Public Facilities Report, for Somerset Community Development District.

2. Update on 30A Intersection Study

Mr. Martelli noted his meeting with Mr. Lang the week prior. Analysis is ongoing, recommendations to follow.

C. District Manager

Ms. O'Mera noted the date of the next Board of Supervisors Meeting, reviewed progress with the updated Reserve Study, and presentation of an agreement with Aqua Pro Water Services at the next meeting.

FIFTEENTH ORDER OF BUSINESS

Supervisor Requests and Audience Comments

Mr. Stenhammer announced the approval of beach lifeguard services by the HOA at their recent Board of Directors Meeting.

SIXTEENTH ORDER OF BUSINESS Adjournment

On a motion by Mr. Hartley, seconded by Mr. Dodson, with all in favor, the Board adjourned the meeting at 2:58 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 November 2024 For Board Approval

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

The total items being presented: **\$32,801.71**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Somerset Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2024 Through November 30, 2024

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
ALYS Beach Resort LLC	100473	CL00023769	Monthly Facility Management 10/24	\$ 4,966.00
ALYS Beach Resort LLC	100474	CL00023754	Facility Management 10/24	\$ 2,992.25
Aqua Pro Water Systems - FL/GA	100466	71245716	Chemical/Salt Installation 10/24	\$ 69.00
Aqua Pro Water Systems - FL/GA	100466	71245762	Chemical/Salt Installation 10/24	\$ 231.00
Aqua Pro Water Systems - FL/GA	100467	71487587	Chemical/Salt Installation 10/24	\$ 42.00
Aqua Pro Water Systems - FL/GA	100467	71487679	Chemical/Salt Installation 10/24	\$ 55.50
Aqua Pro Water Systems - FL/GA	100467	71487725	Chemical/Salt Installation 10/24	\$ 406.50
Aqua Pro Water Systems - FL/GA	100469	71487771	Chemical/Salt Installation 10/24	\$ 42.00
Aqua Pro Water Systems - FL/GA	100469	71487817	Chemical/Salt Installation 10/24	\$ 42.00
Aqua Pro Water Systems - FL/GA	100469	71487863	Chemical/Salt Installation 10/24	\$ 42.00
Aqua Pro Water Systems - FL/GA	100469	71487966	Chemical/Salt Installation 10/24	\$ 352.50
Aqua Pro Water Systems - FL/GA	100475	71693686	Chemical/Salt Installation 10/24	\$ 42.00
Aqua Pro Water Systems - FL/GA	100475	71693778	Chemical/Salt Installation 10/24	\$ 96.00

Somerset Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2024 Through November 30, 2024

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Aqua Pro Water Systems - FL/GA	100475	71693952	Chemical/Salt Installation 10/24	\$ 379.50
Aqua Pro Water Systems - FL/GA	100477	71693998	Chemical/Salt Installation 10/24	\$ 312.00
Aqua Pro Water Systems - FL/GA	100477	71694044	Chemical/Salt Installation 10/24	\$ 28.50
Aqua Pro Water Systems - FL/GA	100477	71694986	Chemical/Salt Installation 10/24	\$ 82.50
Aqua Pro Water Systems - FL/GA	100477	71695032	Chemical/Salt Installation 10/24	\$ 312.00
Aqua Pro Water Systems - FL/GA	100479	71943091	Chemical/Salt Installation 10/24	\$ 55.50
Aqua Pro Water Systems - FL/GA	100479	71943439	Chemical/Salt Installation 10/24	\$ 109.50
Aqua Pro Water Systems - FL/GA	100479	71943485	Chemical/Salt Installation 10/24	\$ 676.50
Association Reserves - Florida, LLC	100468	54273 - 0GA	50% Reserve Study Deposit (1 of 2) 10/24	\$ 2,412.00
Florida Power & Light Company	20241119-1	21125-35816 10/24 ACH	106 Somerset St 10/24	\$ 27.86
Florida Power & Light Company	20241119-1	FPL Summary 10/24 ACH	FPL Summary 10/24	\$ 403.59
Florida Power & Light Company	20241119-2	21046-33165 10/24 ACH	9954 E County Highway 30A 10/24	\$ 37.05
Florida Power & Light Company	20241119-2	21080-12465 10/24 ACH	9396 E Cty Hwy 30A 10/24	\$ 355.63

Somerset Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2024 Through November 30, 2024

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Florida Power & Light Company	20241129-1	21125-35147 10/24 ACH	305 Somerset St. 10/24	\$ 2,022.65
Gannett Florida LocaliQ	100470	0006747857	Account #526295 Legal Advertising 10/24	\$ 427.82
Mills Supply	100471	10274	Monthly Pump Station Maintenance 11/24	\$ 225.00
Rip's Professional Lawn Care, Inc.	100472	282602	Irrigation Repair & Maintenance 10/24	\$ 5,168.20
Rip's Professional Lawn Care, Inc.	100476	290025	Irrigation Repair & Maintenance 10/24	\$ 1,523.00
Rizzetta & Company, Inc.	100465	INV0000094577	District Management Fees 11/24	\$ 5,676.66
Santos Brick Pavers LLC	100478	01-861 Santos	Deposit - Slip Lane Maintenance 11/24	\$ 2,762.50
VGlobal Tech	100480	6703	Website ADA Compliance 11/24	<u>\$ 425.00</u>
Report Total				<u>\$ 32,801.71</u>

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

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Operations and Maintenance Expenditures December 2024 For Board Approval

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

The total items being presented: **\$136,997.16**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Somerset Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2024 Through December 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	100501	CL00024038	Monthly Facility Management 11/24	\$ 4,966.00
ALYS Beach Resort LLC	100504	CL00024023	Facility Management 11/24	\$ 337.31
Aqua Pro Water Systems - FL/GA	100483	71035261	Chemical/Salt Installation 10/24	\$ 69.00
Aqua Pro Water Systems - FL/GA	100483	71035353	Chemical/Salt Installation 10/24	\$ 190.50
Aqua Pro Water Systems - FL/GA	100483	71041415	Chemical/Salt Installation 10/24	\$ 244.50
Aqua Pro Water Systems - FL/GA	100483	79221902	Chemical/Salt Installation 11/24	\$ 24.45
Aqua Pro Water Systems - FL/GA	100483	79221948	Chemical/Salt Installation 11/24	\$ 231.00
Aqua Pro Water Systems - FL/GA	100486	79453329	Chemical/Salt Installation 11/24	\$ 69.00
Aqua Pro Water Systems - FL/GA	100486	79453375	Chemical/Salt Installation 11/24	\$ 42.00
Aqua Pro Water Systems - FL/GA	100486	79453421	Chemical/Salt Installation 11/24	\$ 244.50
Aqua Pro Water Systems - FL/GA	100486	79453524	Chemical/Salt Installation 11/24	\$ 636.00
Aqua Pro Water Systems - FL/GA	100490	79453662	Chemical/Salt Installation 11/24	\$ 55.50
Aqua Pro Water Systems - FL/GA	100490	79456140	Chemical/Salt Installation 11/24	\$ 474.00
Aqua Pro Water Systems - FL/GA	100490	79693738	Chemical/Salt Installation 11/24	\$ 28.50

Somerset Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2024 Through December 31, 2024

<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	100502	79827915	Chemical/Salt Installation 11/24	\$ 123.00
Aqua Pro Water Systems - FL/GA	100502	79828089	Chemical/Salt Installation 11/24	\$ 393.00
Aqua Pro Water Systems - FL/GA	100503	79694526	Chemical/Salt Installation 11/24	\$ 465.00
Aqua Pro Water Systems - FL/GA	100503	79827823	Chemical/Salt Installation 11/24	\$ 42.00
Aqua Pro Water Systems - FL/GA	100503	79827869	Chemical/Salt Installation 11/24	\$ 15.00
Aqua Pro Water Systems - FL/GA	100503	79828135	Chemical/Salt Installation 11/24	\$ 28.50
Aqua Pro Water Systems - FL/GA	100503	79828227	Chemical/Salt Installation 11/24	\$ 123.00
Aqua Pro Water Systems - FL/GA	100503	79828273	Chemical/Salt Installation 11/24	\$ 109.50
Aqua Pro Water Systems - FL/GA	100505	79764214	Service Call - Caliza system 11/24	\$ 125.00
Aqua Pro Water Systems - FL/GA	100505	79828181	Chemical/Salt Installation 11/24	\$ 15.00
Belinda Ann Ballew	100493	BB120524	Board of Supervisors Meeting 12/05/24	\$ 200.00
Dune Doctors, LLC	100481	111524-1	WA #4 West End Scrub Damage 11/24	\$ 55,450.98
Dune Doctors, LLC	100506	110124-6	Quarterly Maintenance Phase 11/24 - 01/25	\$ 29,354.81
Florida Power & Light Company	20241219-1	21125-35816 11/24 ACH	106 Somerset St 11/24	\$ 28.19

Somerset Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2024 Through December 31, 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	20241219-1	FPL Summary 11/24 Autopay 861	FPL Summary 11/24	\$ 457.92
Florida Power & Light Company	20241219-2	21046-33165 11/24 Autopay	9954 E County Highway 30A 11/24	\$ 50.26
Florida Power & Light Company	20241219-2	21080-12465 11/24 Autopay	9396 E Cty Hwy 30A 11/24	\$ 386.50
Gannett Florida LocaliQ	100494	0006819816	Account #526295 Legal Advertising 11/24	\$ 158.80
George Hartley	100495	GH120524	Board of Supervisors Meeting 12/05/24	\$ 200.00
John Rosenberg	100496	JR120524	Board of Supervisors Meeting 12/05/24	\$ 200.00
Kutak Rock, LLP	100497	3496343	Legal Services 10/24	\$ 680.50
McHenry Electric, Inc.	100491	26100	Ped Path Lighting Repair - Whitby & Ladybug Court 12/24	\$ 411.00
McHenry Electric, Inc.	100491	26101	Ped Path Lighting Repair - South Turtle Bale 12/24	\$ 3,672.70
McHenry Electric, Inc.	100491	26102	Ped Path Lighting Repair - J & K Block 12/24	\$ 941.80
McHenry Electric, Inc.	100491	26103	Ped Path Lighting Repair - Large Oak & Mantel 12/24	\$ 1,722.50
McHenry Electric, Inc.	100507	26105	Ped Path Lighting Repair -South Sea Garden 12/24	\$ 2,164.90
Mills Supply	100498	10322	Service Call - Install Watervision Cloud - Pump Station 12/24	\$ 1,792.00
Mills Supply	100510	10305	Monthly Pump Station Maintenance 12/24	\$ 225.00

Somerset Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2024 Through December 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Murdock Investments, LLC	100482	3258	Street Sign Repairs 11/24	\$ 4,500.00
Rip's Professional Lawn Care, Inc.	100484	291146	Monthly Landscape Maintenance 10/24	\$ 8,975.00
Rip's Professional Lawn Care, Inc.	100492	291185	Irrigation Repair & Maintenance 10/24	\$ 794.38
Rip's Professional Lawn Care, Inc.	100508	297168	Monthly Landscape Maintenance 11/24	\$ 8,975.00
Rizzetta & Company, Inc.	100485	INV0000095492	District Management Fees 12/24	\$ 5,676.66
Robert E Stenhammer	100499	RS120524	Board of Supervisors Meeting 12/05/24	\$ 200.00
The Lake Doctors, Inc.	100509	226057B	Monthly Monitoring/Inspection 11/24	\$ 51.00
The Lake Doctors, Inc.	100509	233396B	Monthly Monitoring/Inspection 12/24	\$ 51.00
Thomas M Dodson	100500	TD120524	Board of Supervisors Meeting 12/05/24	\$ 200.00
VGlobal Tech	100511	6788	Website ADA Compliance 12/24	\$ <u>425.00</u>
Report Total				\$ <u>136,997.16</u>

Tab 3

McHenry Electric

Proposal #: 24-128
Amount: \$ 941.80

WORK AUTHORIZATION FOR MAINTENANCE SERVICES (WA# 25-01)

This Work Authorization (the “**Work Authorization**”), dated December 3, 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

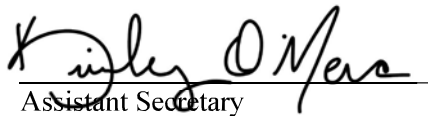
MCHENRY ELECTRIC, INC., a Florida for profit corporation, with a mailing address of 50 Hatchew Road, Miramar Beach, Florida 32550 (hereinafter “**Contractor**”, together with District the “**Parties**”).

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

Niki Carr
Niki Carr (Dec 3, 2024 15:49 CST)
Witness

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

Robert Stenhammer
Robert Stenhammer (Dec 4, 2024 08:27 CST)

By: Robert Stenhammer
Its: Chairman

MCHENRY ELECTRIC, INC.

clayton mchenry
clayton mchenry (Dec 3, 2024 15:58 CST)

By: clayton mchenry
Its: president

Exhibit A: Proposal/Scope of Services

No. 24-128

Proposal

McHenry Electric, Inc

"Proudly Serving the Emerald Coast Since 1984"

50 Hatchew Road
Miramar Beach, FL 32550
(850) 837-9003
ER 0009321

Proposal Submitted To:

Somerset CDD C/O Rizzetta & Company, Inc.

Phone:

850-213-5600

Date:

December 3, 2024

Street:

3434 Colwell Avenue Suite 200

Job Name:

PED path lights

City, State, and Zip code:

Tampa, FL 33614

Job Location:

J & K Block

Architect:

N/A

Date of plans:

N/A

City, State and Zip code:

Alys Beach, FL 32461

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

Nine hundred forty-one dollars and eighty cents ----- (\$ 941.80)

Payment to be made as follows:

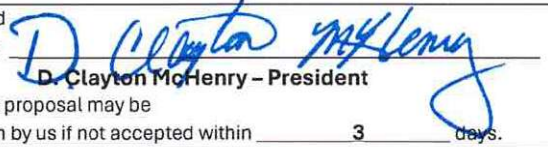
Net 10 days. A finance charge of 1.5% per month (18% per annum) will be charged on all unpaid balances.

100% due upon completion.

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

Authorized

Signature:


D. Clayton McHenry – President
Note: This proposal may be
Withdrawn by us if not accepted within 3 days.

We hereby submit specifications and estimates for: Repair PED path lighting.

Includes the following :

Repairs for K Block PED path:

A. Troubleshoot circuitry for K Block PED path lighting.

B. Furnish and install (2) well light lenses to replace defective.

C. Furnish and install (6) 20 Amp well light bulbs to replace defective.

D. Furnish and install (1) well light.

Repairs for J Block PED path:

A. Troubleshoot circuitry for J Block PED path lighting.

B. Repair (2) wires feeding side path lights.

C. Furnish and install (2) MR-16 LED tree light bulbs to replace defective.

D. Furnish and install (4) GU-10 path light bulbs.

E. Furnish and install (1) new well light.

F. Furnish and install (4) GU-10 path light bulbs.

Does Not Include: any warranty, liability, responsibility for any existing electrical wiring, fixtures, dimmers, lamps, LED lamps, plug strips, exterior light package, LED lamps, plug strips, lightening protection, emergency lights, switches, receptacles, sod, generator, automatic transfer switch, garage door openers, plants, painting, or patching. All to be supplied by others.

Acceptance of proposal – The above prices, specifications, and conditions are satisfactory and are hereby accepted. You authorize to do the work as specified. Payment will be made as outlined above. **NOTE:** the above price is based on current material prices. IF any material price increases over 5%, the above price will have to be adjusted. The above price is only valid for **3 days** from the date above. If the job is not completed within 3 days, it might be necessary to adjust the contract price. Prevailing party is due any legal fees arising from this contract. We reserve the right to cease work due to nonpayment of invoices.

Signature - _____

Date of Acceptance _____

WORK AUTHORIZATION FOR MAINTENANCE SERVICES (WA# 25-02)

This Work Authorization (the “Work Authorization”), dated December 3, 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

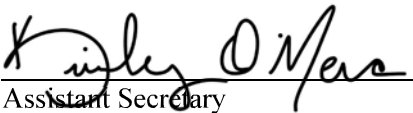
MCHENRY ELECTRIC, INC., a Florida for profit corporation, with a mailing address of 50 Hatchew Road, Miramar Beach, Florida 32550 (hereinafter “Contractor”, together with District the “Parties”).

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

Niki Carr
Niki Carr (Dec 3, 2024 15:49 CST)
Witness

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

Robert Stenhammer
Robert Stenhammer (Dec 4, 2024 08:26 CST)

By: Robert Stenhammer
Its: Chairman

MCHENRY ELECTRIC, INC.

clayton mchenry
clayton mchenry (Dec 3, 2024 16:01 CST)

By: clayton mchenry
Its: president

Exhibit A: Proposal/Scope of Services

Proposal

No. 24-127

McHenry Electric, Inc

"Proudly Serving the Emerald Coast Since 1984"

50 Hatchew Road
Miramar Beach, FL 32550
(850) 837-9003
ER 0009321

Proposal Submitted To: Somerset CDD C/O Rizzetta & Company, Inc.		Phone: 850-213-5600	Date: December 3, 2024
Street: 3434 Colwell Avenue Suite 200		Job Name: PED path lights	
City, State, and Zip code: Tampa, FL 33614		Job Location: S. Turtle Bale	
Architect: N/A	Date of plans: N/A	City, State and Zip code: Alys Beach, FL 32461	

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

Three thousand six hundred seventy-two dollars and seventy cents ----- (\$ 3,672.70)

Payment to be made as follows:

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

100% due upon completion.

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

Authorized
Signature:


D. Clayton McHenry – President

Note: This proposal may be

Withdrawn by us if not accepted within 3 days.

We hereby submit specifications and estimates for: Repair PED path lighting.

Includes the following :

A. Troubleshoot circuitry for PED path at S. Turtle Bale.

B. Remake and repair connections and wire in multiple locations for any loose or damaged material .

C. Refeed NW side of PED path lighting.

D. Furnish and install (4) GU-10 bulbs to replace defective .

E. Furnish and install (5) MR-16 LED bulbs to replace defective .

Does Not Include: any warranty, liability, responsibility for any existing electrical wiring, fixtures, dimmers, lamps, LED lamps, plug strips, exterior light package, emergency lights, switches, receptacles, lightening protection, sod, generator, automatic transfer switch, plants, painting, or patching. All to be supplied by others.

Acceptance of proposal – The above prices, specifications, and conditions are satisfactory and are hereby accepted. You authorize to do the work as specified. Payment will be made as outlined above. **NOTE:** the above price is based on current material prices. IF any material price increases over 5%, the above price will have to be adjusted. The above price is only valid for **3 days** from the date above. If the job is not completed within 3 days, it might be necessary to adjust the contract price. Prevailing party is due any legal fees arising from this contract. We reserve the right to cease work due to nonpayment of invoices.

Signature - _____

Date of Acceptance _____

WORK AUTHORIZATION FOR MAINTENANCE SERVICES (WA #25-03)

This Work Authorization (the “**Work Authorization**”), dated December 3, 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.

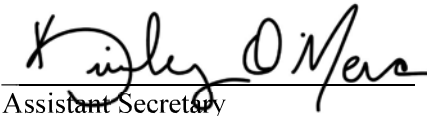

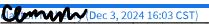
 Assistant Secretary	SOMERSET COMMUNITY DEVELOPMENT DISTRICT  <small>Robert Stenhammer (Dec 4, 2024 08:26 CST)</small> By: <u>Robert Stenhammer</u> Its: <u>Chairman</u>
<u>Niki Carr</u> <small>Niki Carr (Dec 3, 2024 15:51 CST)</small> Witness	MCHENRY ELECTRIC, INC.  <small>Clayton Mchenry (Dec 3, 2024 16:03 CST)</small> By: <u>clayton mchenry</u> Its: <u>president</u>

Exhibit A: Proposal/Scope of Services

No. 24-124

Proposal
McHenry Electric, Inc

"Proudly Serving the Emerald Coast Since 1984"
50 Hatchew Road
Miramar Beach, FL 32550
(850) 837-9003
ER 0009321


Proposal Submitted To: Somerset CDD C/O Rizzetta & Company, Inc.		Phone: 850-213-5600	Date: December 3, 2024
Street: 3434 Colwell Avenue Suite 200		Job Name: PED path lights	
City, State, and Zip code: Tampa, FL 33614		Job Location: Whitby & Ladybug Ct	
Architect: N/A	Date of plans: N/A	City, State and Zip code: Alys Beach, FL 32461	

We propose hereby to furnish material and labor – complete in accordance with specifications below, for the sum of:
Four hundred eleven dollars and 00/100 ----- (\$ 411.00)

Payment to be made as follows:

Net 10 days. A finance charge of 1.5% per month (18% per annum) will be charged on all unpaid balances.
100% due upon completion.

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

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

We hereby submit specifications and estimates for: Repair PED path lighting.

Includes the following :

A. Troubleshoot circuitry for PED paths at both Whitby and Ladybug Ct.

B. Remove (2) defective photocells for both Whitby and Ladybug Ct.

C. Furnish and install (2) photocells for Whitby and Ladybug Ct to replace defective.

D. Furnish and install new J-Boxes for Whitby Ct to replace water damaged.

E. Furnish and install (2) LED bulbs at Whitby Ct to replace defective.

Does Not Include: any warranty, liability, responsibility for any existing electrical wiring, fixtures, lamps, LED lamps, plug strips, exterior light package, emergency lights, switches, receptacles, sod, generator, plants, painting, or patching. All to be supplied by others.

Acceptance of proposal – The above prices, specifications, and conditions are satisfactory and are hereby accepted. You authorize to do the work as specified. Payment will be made as outlined above.
NOTE: the above price is based on current material prices. IF any material price increases over 5%, the above price will have to be adjusted. The above price is only valid for **3 days** from the date above. If the job is not completed within 3 days, it might be necessary to adjust the contract price. Prevailing party is due any legal fees arising from this contract. We reserve the right to cease work due to nonpayment of invoices.

Signature - _____
Date of Acceptance _____

WORK AUTHORIZATION FOR MAINTENANCE SERVICES (WA #25-04)

This Work Authorization (the “Work Authorization”), dated December 3, 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

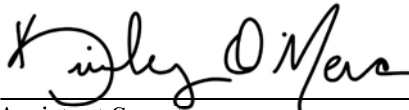
MCHENRY ELECTRIC, INC., a Florida for profit corporation, with a mailing address of 50 Hatchew Road, Miramar Beach, Florida 32550 (hereinafter “Contractor”, together with District the “Parties”).

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

Niki Carr
Niki Carr (Dec 3, 2024 15:53 CST)
Witness

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

Robert Stenhammer
Robert Stenhammer (Dec 4, 2024 08:25 CST)

By: Robert Stenhammer
Its: Chairman

MCHENRY ELECTRIC, INC.

clayton mchenry
clayton mchenry (Dec 3, 2024 16:04 CST)

By: clayton mchenry
Its: president

Exhibit A: Proposal/Scope of Services

Proposal

No. 24-129

McHenry Electric, Inc

"Proudly Serving the Emerald Coast Since 1984"

50 Hatchew Road
Miramar Beach, FL 32550
(850) 837-9003
ER 0009321

Proposal Submitted To: Somerset CDD & Rizzetta & Company, Inc		Phone: 850-213-5600	Date: December 3, 2024
Street: 3434 Colwell Avenue Suite 200		Job Name: PED path lights	
City, State, and Zip code: Tampa, FL 33614		Job Location: Large Oak & Mantel – N Turtle Bale	
Architect: N/A	Date of plans: N/A	City, State and Zip code: Alys Beach, FL 32461	

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

One thousand seven hundred twenty-two dollars and fifty cents ----- (\$ 1,722.50)

Payment to be made as follows:

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

100% due upon completion.

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

Authorized
Signature:


D. Clayton McHenry – President

Note: This proposal may be

Withdrawn by us if not accepted within 3 days.

We hereby submit specifications and estimates for: Repair PED path lighting.

Includes the following :

A. Troubleshoot circuitry for PED path lighting at Large Oak and Mantel on N Turtle Bale.

B. Demo (3) tree lights that are causing voltage loss.

C. Furnish and install (3) tree lights and (4) MR-16 LED bulbs to replace what was demoed.

Does Not Include: any warranty, liability, responsibility for any existing electrical wiring, fixtures, dimmers, lamps, LED lamps, plug strips, exterior light package, emergency lights, switches, receptacles, lightening protection, sod, generator, automatic transfer switch, plants, painting, or automatic transfer switch, patching. All to be supplied by others.

Acceptance of proposal – The above prices, specifications, and conditions are satisfactory and are hereby accepted. You authorize to do the work as specified. Payment will be made as outlined above. **NOTE:** the above price is based on current material prices. IF any material price increases over 5%, the above price will have to be adjusted. The above price is only valid for **3 days** from the date above. If the job is not **completed** within 3 days, it might be necessary to adjust the contract price. Prevailing party is due any legal fees arising from this contract. We reserve the right to cease work due to nonpayment of invoices.

Signature - _____

Date of Acceptance _____

WORK AUTHORIZATION FOR MAINTENANCE SERVICES (WA #25-05)

This Work Authorization (the “**Work Authorization**”), dated December 3, 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

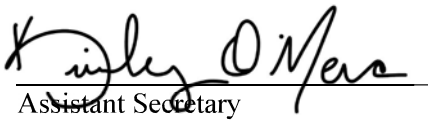
MCHENRY ELECTRIC, INC., a Florida for profit corporation, with a mailing address of 50 Hatchew Road, Miramar Beach, Florida 32550 (hereinafter “**Contractor**”, together with District the “**Parties**”).

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

Niki Carr
Niki Carr (Dec 3, 2024 16:01 CST)
Witness

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

Robert Stenhammer
Robert Stenhammer (Dec 4, 2024 08:25 CST)

By: Robert Stenhammer
Its: Chairman

MCHENRY ELECTRIC, INC.


Clayton Mchenry (Dec 4, 2024 16:54 CST)

By: clayton mchenry
Its: president

Exhibit A: Proposal/Scope of Services

No. 24-126

Proposal

McHenry Electric, Inc

"Proudly Serving the Emerald Coast Since 1984"

50 Hatchew Road
Miramar Beach, FL 32550
(850) 837-9003
ER 0009321

Proposal Submitted To:

Somerset CDD C/O Rizzetta & Company, Inc.

Phone:

850-213-5600

Date:

December 3, 2024

Street:

3434 Colwell Avenue Suite 200

Job Name:

PED path lights

City, State, and Zip code:

Tampa, FL 33614

Job Location:

S. Sea Garden

Architect:

N/A

Date of plans:

N/A

City, State and Zip code:

Alys Beach, FL 32461

We propose hereby to furnish material and labor – complete in accordance with specifications below, for the sum of:**Two thousand one hundred sixty-four dollars and 90 cents** ----- (\$ 2,164.90)

Payment to be made as follows:

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

100% due upon completion.

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

Authorized

Signature:

D. Clayton McHenry – President

Note: This proposal may be

Withdrawn by us if not accepted within **3** days.We hereby submit specifications and estimates for: Repair PED path lighting.

Includes the following :

A. Troubleshoot circuitry for S. Sea Garden PED path.

B. Furnish and install (1) 100-Watt LV transformer to replace damaged.

C. Furnish and install (2) GU-10 bulbs to replace defective.

D. Furnish and install (2) GFI outlets with weatherproof covers.

E. Furnish and install (1) photocell to replace defective.

F. Furnish and install (1) metal bell box to replace damaged.

Does Not Include: any warranty, liability, responsibility for any existing electrical wiring, fixtures, dimmers, lamps, LED lamps, plug strips, exterior light package, emergency lights, switches, sod, generator, automatic transfer switch, plants, painting, or patching. All to be supplied by others.

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

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

Signature - _____

Date of Acceptance _____

Rip's Professional Lawn Care

FORM OF ADDITIONAL SERVICES ORDER

WORK AUTHORIZATION #25-03 FOR ADDITIONAL LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

THIS WORK AUTHORIZATION (the “**Work Authorization**”), dated December 4, 2024, authorizes certain work in accordance with that certain *Landscape and Irrigation Maintenance Services Agreement* (the “**Agreement**”), dated October 1, 2021, by and between:

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

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

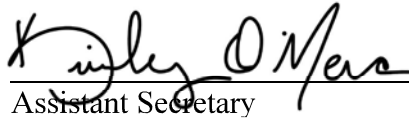
SECTION 1. SCOPE OF SERVICES. In addition to the Services described in the Agreement and any Exhibits and Amendments thereto, the Contractor will provide additional landscape and irrigation maintenance services, as set forth in the attached **Exhibit A**, which is incorporated herein by reference, all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

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

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


[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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


Assistant Secretary

SOMERSET COMMUNITY DEVELOPMENT DISTRICT


Robert Erik Stenhammer (Dec 5, 2024 07:22 CST)
Chairman, Board of Supervisors


Rip Thompson (Dec 6, 2024 15:15 CST)

Witness

RIP'S PROFESSIONAL LAWN CARE, INC.


Bradley Morrison (Dec 6, 2024 14:44 CST)

By: Bradley Morrison

Its: Branch Manager

Exhibit A: Proposal/Scope of Additional Services

Please Remit Payment to:

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



Invoice 291185

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

Date	Due Date
10/30/24	11/29/2024
Account Owner	PO#
Bradley Morrison	

Item	Qty/UOM	Rate	Ext. Price	Amount
#304204 - Irrigation Repair 30-A island CDD				\$794.38
<i>Irrigation Renovation - 10/29/2024</i>				
6" sprays with nozzles	14.00EA	\$13.64	\$190.96	
Labor	8.00HR	\$75.00	\$600.00	
Swing Pipe	3.00LF	\$1.14	\$3.42	
Grand Total				\$794.38

1-30 Days	31-60 Days (Past Due)	61-90 Days (Past Due)	91-120 Days (Past Due)	121+ Days (Past Due)
\$36,326.44	\$50,595.33	\$3,223.65	\$1,840.74	\$4,367.92

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

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

Thank you for allowing us to serve you.

(850) 233-6396

FORM OF ADDITIONAL SERVICES ORDER

WORK AUTHORIZATION #25-04 FOR ADDITIONAL LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

THIS WORK AUTHORIZATION (the “**Work Authorization**”), dated January 4, 2024, authorizes certain work in accordance with that certain *Landscape and Irrigation Maintenance Services Agreement* (the “**Agreement**”), dated October 1, 2021, by and between:

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

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


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

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

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


[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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



Assistant Secretary

SOMERSET COMMUNITY DEVELOPMENT DISTRICT




Robert Stenhammer (Jan 15, 2025 09:10 CST)
Chairman, Board of Supervisors



Bradley Morrison (Jan 15, 2025 09:27 CST)
Witness

RIP'S PROFESSIONAL LAWN CARE, INC.



James R Thompson (Jan 20, 2025 04:16 CST)
By: James R Thompson
Its: President

Exhibit A: Proposal/Scope of Additional Services



Proposal

Proposal No.: 315606

Proposed Date: 01/04/25

PROPERTY:	FOR:
Somerset Community Development District Kim Omera Somerset Community Highway 30A Corridor Inlet Beach, FL 32461	Pump Insulation/Winterization

Insulate and winterize well pump for upcoming freezing temperatures. (East Pump, West Pump, Caliza Pump and McGee Pump)

ITEM	QTY	UOM	UNIT PRICE	EXT. PRICE	TOTAL
Landscape Material					\$1,000.00
Labor	12.00	HR	\$75.00	\$900.00	
Misc Landscape Material (Tape, Insulation)	1.00	EA	\$100.00	\$100.00	
				Total:	\$1,000.00

FORM OF ADDITIONAL SERVICES ORDER

WORK AUTHORIZATION #25-05 FOR ADDITIONAL LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

THIS WORK AUTHORIZATION (the “**Work Authorization**”), dated January 15, 2024, authorizes certain work in accordance with that certain *Landscape and Irrigation Maintenance Services Agreement* (the “**Agreement**”), dated October 1, 2021, by and between:

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

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


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

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


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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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


Assistant Secretary


SOMERSET COMMUNITY DEVELOPMENT DISTRICT


Robert Stenhammer (Jan 16, 2025 15:40 CST)
Chairman, Board of Supervisors


Bradley Morrison (Jan 20, 2025 08:47 CST)

Witness

RIP'S PROFESSIONAL LAWN CARE, INC.


James R Thompson (Jan 20, 2025 04:14 CST)

By: James R Thompson
Its: President

Exhibit A: Proposal/Scope of Additional Services



Proposal

Proposal No.: 318409
Proposed Date: 01/16/25

PROPERTY:	FOR:
Somerset Community Development District Kim Omera Somerset Community Highway 30A Corridor Inlet Beach, FL 32461	Alys Beach WO# 187940 Hydraulic Fill Valve Repair - Lake Marilyn

Alys Beach WO# 187940 Hydraulic Fill Valve Repair - Lake Marilyn

ITEM	QTY	UOM	UNIT PRICE	EXT. PRICE	TOTAL
Irrigation					\$530.71
Irrigation Technician Labor	6.00	HR	\$75.00	\$450.00	
1/2x1/4 Blk Hex Bushing	1.00	EA	\$6.09	\$6.09	
1/2x3/8 Blk Hex Bushing	1.00	EA	\$6.09	\$6.09	
Bronze Wye Strainer	1.00	EA	\$58.54	\$58.54	
1/4 "ODX 1/4" MIP Elbow	1.00	EA	\$9.99	\$9.99	
				Total:	\$530.71

FORM OF ADDITIONAL SERVICES ORDER

WORK AUTHORIZATION #25-06 FOR ADDITIONAL LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

THIS WORK AUTHORIZATION (the “**Work Authorization**”), dated January 30, 2024, authorizes certain work in accordance with that certain *Landscape and Irrigation Maintenance Services Agreement* (the “**Agreement**”), dated October 1, 2021, by and between:

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

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

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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



Assistant Secretary

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

Chairman, Board of Supervisors

RIP'S PROFESSIONAL LAWN CARE, INC.

Witness

By: _____
Its: _____

Exhibit A: Proposal/Scope of Additional Services

Please Remit Payment to:

Rips Professional Lawncare LLC
PO Box 919883
Orlando, FL 32891



Invoice 310723

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

Date	Due Date
01/30/25	3/1/2025
Account Owner	PO#
Bradley Morrison	

Item	Qty/UOM	Rate	Ext. Price	Amount
#321720 - Alys Beach WO#184089 Repair Irrigation Break at East Buttery				\$200.00
<i>Landscape Material - 01/30/2025</i>				
Labor	2.00HR	\$75.00	\$150.00	
Misc Irrigation Parts	1.00EA	\$50.00	\$50.00	
Grand Total				\$200.00

1-30 Days	31-60 Days (Past Due)	61-90 Days (Past Due)	91-120 Days (Past Due)	121+ Days (Past Due)
\$1,730.71	\$0.00	\$0.00	\$0.00	\$0.00

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

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

Thank you for allowing us to serve you.

(850) 233-6396

**Work Order 184089**

Community PC 1801
 Issued / Completed (Waiting for invoice)
 Sent 1/16/2025 - 2:55 PM (Duplicate Copy)

Maintenance Details

Requested By: Lang, Douglas on
 11/22/2024 8:07:00 AM
Phone: (850) 714-2995
Email: dlang@alysbeach.com
Taken By: Lang, Douglas
Problem: Landscaping
 (LANDSCAPING)
Last PM: N/A

Target: 11/22/2024
Priority/Type: 2 - Normal / Corrective
Supervisor: Riggsby, Angie
Shop: FAC/HOA
Account: CDD (Somerset CDD)



Reason: PLC to repair broken irrigation line at the East butterfly. This is not mainline but being that it is located at the turf area around the NE butterfly it may be a CDD expense.

Labor

Labor	Assigned	Work Date	Start	End	Reg Hrs	OT Hrs	Other Hrs
Madden, Deborah	11/22/2024 / 1						
RIPS PROFESSIONAL LAWN CARE INC	11/22/2024 / 1						

Parts/Tools

Item	Location	Est Qty	Actual Qty

Labor Report

Completed: _____ **Failure:** _____

Report:

 Signature / Name Date Signature / Name Date

Generated By



**Work Order 187940**

Community PC 1801

Issued

Sent 1/10/2025 - 8:50 AM (Duplicate Copy)

Maintenance Details

Requested By: Lang, Douglas on
1/10/2025 8:49:44 AM
Phone: (850) 714-2995
Email: dlang@alysbeach.com
Taken By: Lang, Douglas
Problem: Landscaping
(LANDSCAPING)
Last PM: 12/4/2023

Target: 1/10/2025
Priority/Type: 2 - Normal / Corrective
Supervisor: Riggsby, Angie
Shop: FAC/HOA
Account: ABNA Ped Paths

Amenities
 Parks
 Lake Marilyn

Reason: PLC to repair the hydraulic fill valve that tells the wells when to turn on and off based on the amount of water in the lake. This would be a CDD expense

Labor

Labor	Assigned	Work Date	Start	End	Reg Hrs	OT Hrs	Other Hrs
Lang, Douglas	1/10/2025 / 1						
RIPS PROFESSIONAL LAWN CARE INC	1/10/2025 / 1						

Parts/Tools

Item	Location	Est Qty	Actual Qty

Labor Report

Completed: _____ **Failure:** _____

Report:

Signature / Name Date Signature / Name Date

Generated By



Please Remit Payment to:

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



Invoice 310723

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

Date	Due Date
01/30/25	3/1/2025
Account Owner	PO#
Bradley Morrison	

Item	Qty/UOM	Rate	Ext. Price	Amount
#321720 - Alys Beach WO#184089 Repair Irrigation Break at East Buttery				\$200.00
<i>Landscape Material - 01/30/2025</i>				
Labor	2.00HR	\$75.00	\$150.00	
Misc Irrigation Parts	1.00EA	\$50.00	\$50.00	
Grand Total				\$200.00

1-30 Days	31-60 Days (Past Due)	61-90 Days (Past Due)	91-120 Days (Past Due)	121+ Days (Past Due)
\$1,730.71	\$0.00	\$0.00	\$0.00	\$0.00

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

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

Thank you for allowing us to serve you.

(850) 233-6396

**Work Order 184089**

Community PC 1801
 Issued / Completed (Waiting for invoice)
 Sent 1/16/2025 - 2:55 PM (Duplicate Copy)

Maintenance Details

Requested By: Lang, Douglas on
 11/22/2024 8:07:00 AM
Phone: (850) 714-2995
Email: dlang@alysbeach.com
Taken By: Lang, Douglas
Problem: Landscaping
 (LANDSCAPING)
Last PM: N/A

Target: 11/22/2024
Priority/Type: 2 - Normal / Corrective
Supervisor: Riggsby, Angie
Shop: FAC/HOA
Account: CDD (Somerset CDD)



Reason: PLC to repair broken irrigation line at the East butterfly. This is not mainline but being that it is located at the turf area around the NE butterfly it may be a CDD expense.

Labor

Labor	Assigned	Work Date	Start	End	Reg Hrs	OT Hrs	Other Hrs
Madden, Deborah	11/22/2024 / 1						
RIPS PROFESSIONAL LAWN CARE INC	11/22/2024 / 1						

Parts/Tools

Item	Location	Est Qty	Actual Qty

Labor Report

Completed: _____ **Failure:** _____

Report:

 Signature / Name Date Signature / Name Date

Generated By



**ADDENDUM TO PROPOSAL BETWEEN THE SOMERSET COMMUNITY DEVELOPMENT DISTRICT
("DISTRICT") AND GULF COAST LEAK DETECTION, LLC ("CONTRACTOR") FOR IRRIGATION
INSPECTION SERVICES**

District:	Somerset Community Development District	Contractor:	Gulf Coast Leak Detection, LLC
Mailing Address:	3434 Colwell Avenue, Suite 200 Tampa, Florida 33614	Mailing Address:	653 W. 23 rd Street, PMB 228 Panama City, Florida 32405
Phone:	(850) 344-9055	Phone:	(850) 303-1542

The following provisions govern the proposal, dated December 1, 2024, submitted by the Contractor, and attached hereto as **Exhibit A** (hereinafter referred to as the "Proposal," and as modified by this Addendum, the "Agreement") for the following irrigation system inspection services:

1. The Agreement shall be deemed effective as of the date of the full execution of the Agreement and this Addendum.
2. District agrees to compensate Contractor for the services identified in the Proposal at an amount of **Five Thousand Dollars (\$5,000.00)**, due upon completion of the services identified in Exhibit A.
3. Contractor shall use reasonable care in performing the services and shall be responsible for any harm of any kind to persons or property resulting from Contractor's actions or inactions. Contractor shall defend, indemnify and hold harmless the District, and the District's officers, staff, representatives, and agents, from any and all liabilities, damages, claims, losses, costs, or harm of any kind, including, but not limited to, reasonable attorney's fees, to the extent caused by any acts or omissions of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of the Agreement. The obligations under this paragraph shall be limited to no more than \$1,000,000.00, which amount Contractor agrees bears a reasonable commercial relationship to this Agreement. Nothing in this Section is intended to waive or alter any other remedies that the District may have as against the Contractor.
4. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:
 - a. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
 - b. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, including Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
 - c. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

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

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

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

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

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

11. Contractor 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*.

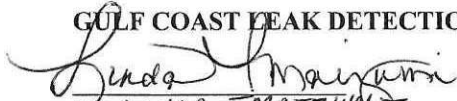
Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").

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.

12. To the extent any of the provisions of this Addendum are in conflict with the provisions of the Agreement, this Addendum controls.

GULF COAST LEAK DETECTION, LLC


By: LINDA IMAIZUMI
Its: Bookkeeper, etc Mgr
Date: 1/7/25

**SOMERSET COMMUNITY
DEVELOPMENT DISTRICT**

Robert Stenhammer
Robert Stenhammer Jan 8, 2025 08:16 CST

By: Robert Stenhammer

Its: CDD Chairman

Date: Jan 8, 2025



653 W 23rd St., PMB 228, Panama City, FL 32405

Estimate

Date	Estimate #
12/1/2024	BMG12124

Name / Address
SOMERSET CDD c/o Rizzetta & Company 3434 Colwell Ave., Suite 200 Tampa, FL 33614

			Project
Description	Qty	Rate	Total
ESTIMATE FOR LEAK DETECTION INSPECTION ON IRRIGATION SYSTEM -----NOT TO EXCEED \$5000 To Perform a Leak Detection Inspection on the irrigation system throughout the Alys Beach property. We will perform various leak detection procedures to identify points of water loss on the irrigation system in hopes of reducing unnecessary demand on the Hoover Pump.		5,000.00	5,000.00
With Offices In Panama City and Tallahassee Dispatch 850.303.1542 -- Billing 850.866.1079 www.gulfcoastleakdetection.com *** gulfcoastleakdetection@gmail.com		Total	\$5,000.00

American Site Development

WORK AUTHORIZATION #25-01

January 28, 2025

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

Subject: **Work Authorization Number 25-01 ("Work Authorization")**
Somerset Community Development District

Dear Board of Supervisors:

American Site Development, LLC ("Contractor") is pleased to submit this work authorization to provide stormwater improvement 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 Mills Supply for Stormwater Improvement Repair Services* ("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. The warranty provisions of Section 7 of the Agreement shall commence upon inspection and acceptance of completion of the services provided under this Work Authorization by the District. **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,



Lee Whigham (Jan 28, 2025 08:45 CST)

Authorized Representative of
American Site Development, LLC

APPROVED AND ACCEPTED

By: Robert Stenhammer
Robert Stenhammer (Jan 28, 2025 08:35 CST)

Chair, Board of Supervisors Somerset
Community Development District

Date: Jan 28, 2025

ATTACHMENT A



17733 Beach Park Trl
Panama City Beach, FL, 32413
americansitedevelopment@gmail.com
aps-wash.com
CUC1226146
850.296.2112
334.494.0815

American Site Development

Estimate

For: Somerset Community Development District c/o Rizzetta & Company
bids@alysbeach.com
3434 Colwell Ave., Suite 200
Tampa, FL, 33614-8390

Estimate No: 605
Date: 01/27/2025

Code	Description	Quantity	Rate	Amount
	Buggy Whip manhole failure			
Mobilization	Mobilization of equipment, tools, and supplies.	1	\$400.00	\$400.00*
Parts	Cretex risers, mud, and sealant.	1	\$890.00	\$890.00*
Excavation	Excavation of road to expose riser, removal of failed bricks, installation of new cretex risers, mud, sealer, and backfill.	1	\$4,790.00	\$4,790.00*
Vac Truck	Vacuum debris out of manhole. Vac truck needed.	1	\$1,490.00	\$1,490.00*
Paver repair	Lifting, regrading, and setting of pavers in area. Includes #57 & # 89 stone.	1	\$1,280.00	\$1,280.00*

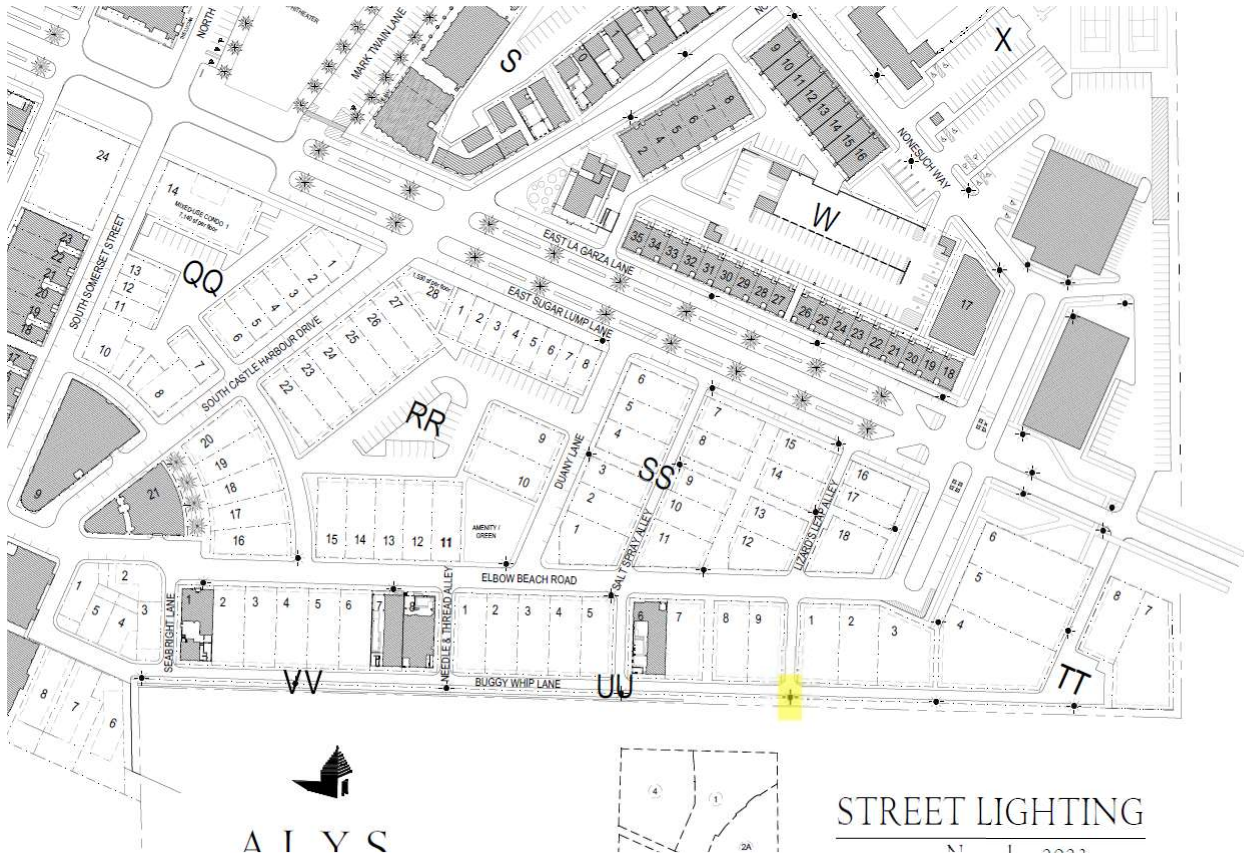
*Indicates non-taxable item

	Subtotal	\$8,850.00
	Total	\$8,850.00
	Total	\$8,850.00

American Site Development

Client's signature

Location of Manhole



WORK AUTHORIZATION #25-02

January 30, 2025

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

Subject: **Work Authorization Number 25-02 ("Work Authorization")**
Somerset Community Development District

Dear Board of Supervisors:

American Site Development, LLC ("Contractor") is pleased to submit this work authorization to provide stormwater improvement 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 Mills Supply for Stormwater Improvement Repair Services* ("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. The warranty provisions of Section 7 of the Agreement shall commence upon inspection and acceptance of completion of the services provided under this Work Authorization by the District. **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
American Site Development, LLC

APPROVED AND ACCEPTED

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

Date: _____

ATTACHMENT A



17733 Beach Park Trl
Panama City Beach, FL, 32413
americansitedevelopment@gmail.com
aps-wash.com
CUC1226146
850.296.2112
334.494.0815

American Site Development

Estimate

For: Somerset Community Development District c/o Rizzetta & Company
bids@alysbeach.com
3434 Colwell Ave., Suite 200
Tampa, FL, 33614-8390

Estimate No: 604
Date: 01/20/2025

Code	Description	Quantity	Rate	Amount
	Station 9 Top Slab			
Mobilization	Mobilization of equipment, tools, and supplies.	1	\$400.00	\$400.00*
Road Plates	6'x8' steel road plates for temporary placement.	1	\$625.00	\$625.00*
Install	Removal of pavers, ring/ covers, installation of temporary road plates, and installation of #87 gravel. *ring and covers will be stored for reinstallation.	1	\$1,210.00	\$1,210.00*
Freight	Delivery of top slab.	1	\$250.00	\$250.00*
Parts	New top slab for manhole.	1	\$3,682.00	\$3,682.00*
Excavation	Excavation of road to expose aluminum riser, removal of ring/ cover, installation of new top slab, installation of ring/cover, and backfill.	1	\$4,880.00	\$4,880.00*
Paver repair	Lifting, regrading, and setting of pavers in area. Includes #57 & # 89 stone.	1	\$1,280.00	\$1,280.00*

*Indicates non-taxable item

Subtotal \$12,327.00
Total \$12,327.00

Total \$12,327.00

Tab 4

**AGREEMENT BETWEEN THE SOMERSET COMMUNITY DEVELOPMENT
DISTRICT AND AQUA PRO WATER SYSTEMS FOR SALT SYSTEM
MAINTENANCE SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into on this _____ day of _____ 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

JOTTIS, LLC, D/B/A AQUA PRO WATER SYSTEMS, a Florida limited liability company, with a mailing address of 17710 Beach Park Trail, Suite 102, Panama City Beach, Florida 32413 (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 salt system maintenance 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 salt system maintenance 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 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 October 1, 2024, through September 30, 2025. Thereafter, this Agreement shall automatically renew for additional one (1) year terms, unless written notice is provided within thirty (30) days of the end of the term. 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: Aqua Pro Water Systems
17710 Beach Park Trail, Suite 102
Panama City Beach, Florida 32413
Attn: _____

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*. 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. 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.

[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**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

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

By: _____

By: _____
Its: _____

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

Exhibit A
Contractor's Proposal



Aqua Pro Water Systems
17710 Beach Park Trl Ste 102,
Panama City Beach FL, 32413
850-340-1311

Maintenance Agreement

This agreement is entered into as of the **5th** day of **December 2024**, by and among/between:

Service Providers: Aqua Pro Water Systems located at 17710 Beach Park Trl Ste 102, Panama City Beach FL, 32413 (collectively "service provider") and

Buyer(s): Somerset Community Development / Rizzetta & Company, located at 3434 Colwell Avenue, 200, Tampa FL, 33614- service location 9581 East County Highway 30A, Alys Beach FL, 32461, (collectively "buyer")

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

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

Services	Price
Salt Delivery- Twice a Week Per Well	\$15 Delivery Fee, .30 per pound
Annual Tune Up- October	\$405 per well- \$1,620 annually
Service Fee (if necessary)	\$250 service fee + \$100 per half hour

*Service Fees, Tune Up, & price per pound are subject to change at anytime with no prior notice being given to Buyer. Salt Deliveries are automatically scheduled based on Buyer's usage. No notice will be given prior to delivery. Intervals can/will be adjusted without notice based on Buyer's usage. Annual Tune Ups are recommended to be done in October every year based on installation dates for all equipment. Buyer's approval is required for any services, an estimate will be sent for approval before any work is done.

Services may be canceled at any given time by Buyer. Buyer is responsible for any outstanding invoices for deliveries and/or service prior to cancellation. Aqua Pro Water Systems reserves the right to pause any deliveries and/or maintenance if account balance exceeds \$2,500 and/or invoices reach 90 days past due unless other payment terms have been agreed upon by both parties. Invoices past due by 90 days or more are subject to a 10% monthly late fee.

Payment: Payment on file by means of Credit/Debit card or ACH is required unless stated otherwise in this agreement.

Terms: ☐ Time of Service ☒ Monthly ☐ Quarterly

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

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

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

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

Buyer's Signature: _____

Date Signed: _____

For use by Aqua Pro Water Systems Only

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

Authorizer's Name: Keely Sauers _____

Authorizer's Signature: *Keely Sauers* _____

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:

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 Mainenance 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
Aqua Pro Water Systems

APPROVED AND ACCEPTED

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

Date: _____

Tab 5

MEMORANDUM

To: District Managers

From: Kutak Rock, LLP

Date: December 20, 2024

Subject: SB 7040 Stormwater Ratification Bill O&M Requirements

Effective, June 28, 2024, Senate Bill 7040, also known as the Florida Stormwater Ratification Bill, codified into law several significant changes to the Environment Resource Permit Handbook (the “**Handbook**”) promulgated by the Florida Department of Environmental Protection (“**FDEP**”). Among other things, these changes imposed several specific inspection and reporting requirements applicable to permanent operations and maintenance (“**O&M**”) entities, including special districts. To ensure compliance with these requirements, CDD Managers should forward this memorandum to their respective Boards of Supervisors and District Engineers, and otherwise take the necessary steps to budget for, plan, and implement the requirements.

Changes to Application Process Relevant to New Reporting Requirements

Pursuant to Section 12.3.5(a)(4) of the Handbook, an applicant must submit written cost estimates with supporting documentation to FDEP along with the financial capability certification required under 12.3.5(b). Section 12.3.5(b) states that, at the time of permit application, applicants for the O&M phase must submit Form 62-330.301(26), “Certification of Financial Capability for Perpetual Operations and Maintenance Entities.”

In addition to the cost estimates, an applicant must submit a written O&M plan as part of the permitting process. Section 12.4.1(a) of the Handbook requires that this plan include the following items:

- A list and details of all stormwater system components, including their location, type, and other pertinent information, such as normal pool elevation, volume, recovery time, and how the systems connect;
- A list and description of each of the identified maintenance and inspection tasks for each of the system’s components and for the overall system (refer to Appendix O for procedures for BMPs);
- All regular inspection and maintenance schedules;
- Inspection checklists;
- Copies of or references to the pertinent sections of all covenants, conditions, restrictions, and other association documents, permits, approvals, and agreements that govern the operation and maintenance of the stormwater management system; and
- Permitted or as-built plans of the stormwater water management system.

Once the stormwater system is ready to be transferred to the District, the Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity must be submitted to FDEP along with the written cost estimates and O&M plan. After the transfer, the District must keep the cost estimates and O&M plan on file for purposes of maintaining compliance with Section 12.6(b).

Changes to Inspection and Reporting Requirements

Pursuant to Section 12.5(h) of the Handbook, an applicant may propose a project-specific minimum inspection frequency for a stormwater management system, with a maximum frequency of five years. If FDEP determines that an applicant's proposed inspection frequency does not provide assurances that the stormwater management system in question will continue to function perpetually as designed and permitted, FDEP shall require frequencies as listed in table depicted below.

TYPE OF SYSTEM	INSPECTION FREQUENCY
Dry Retention basins	Once every 3 years
Exfiltration trenches	Once every 2 Years
Underground retention	Once every Year
Sand or Media Filters	Once every Year
Underdrain System	Once every 2 Years
Underground vault/chambers	Once every Year
Pump Systems	Twice every Year
Swales (treatment)	Once every 3 years
Wet Detention systems	Once every 3 years
Wet Detention systems with littoral zones	Once every 2 years
Vegetated Natural Buffers	Once every 5 years
Manufactured Devices	As manufacturer recommends in specifications, minimum once every year
Dam Systems	Once every Year
All other	Once every Year

Pursuant to Section 12.6(b) of the Handbook, special districts responsible for stormwater management systems must submit an inspection report to FDEP within 30 days of the inspection's completion. The inspection report must use Form 62-330.311(1) "Operation and Maintenance Inspection Certification," and must be certified by a "qualified inspector." As defined in Section 12.5(c), a qualified inspector is either a (1) registered professional, (2) a person whose inspection was overseen by a registered professional, or (3) a person who has completed training regarding certain relevant topics within the 5 years prior to the inspection.

The inspection report submitted by the qualified inspector to FDEP must include the following:

- Form 62-330.311(3) “Inspection Checklists;”
- Updates to the operation and maintenance cost estimates submitted to FDEP, if any, as described in Section 12.3.5 of the Handbook;
- Updates to the written O&M plan submitted to FDEP, if any, as described in Section 12.4.1 of the Handbook; and
- Any monitoring reports requirement that may be required as a condition to a specific permit.

Pursuant to Section 12.6(e), O&M entities shall continue to follow the inspection and reporting requirements contained in a permit issued under Part IV of Chapter 373, F.S. prior to June 28, 2024, unless the permittee obtains a modification using the procedures in Rule 62-330.315, F.A.C., to comply with the inspection and reporting requirements of Rule 62-330.311, F.A.C., and Section 12.6.

All forms referenced in the foregoing are provided at the following link:
<https://floridadep.gov/water/engineering-hydrology-geology/content/erp-stormwater-resource-center>

Tab 6



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UPCOMING DATES TO REMEMBER

- **Next Meeting:** April 3, 2025
- **FY 2023-2024 Audit Completion Deadline:** June 30, 2025
- **Next Election (Seats 1, 4, & 5):** November 2026

District Manager's Report

February 6

2025

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FINANCIAL SUMMARY

12/31/2024

General Fund Cash & Investment Balance:	\$	753,911.00
Reserve Fund Cash & Investment Balance:	\$	2,208,938.00
Total Cash and Investment Balances:	\$	2,962,849.00

General Fund

FY24/25 Budget	\$	875,252.00
TYD Expenditures	\$	221,979.00
YTD Budget - 12/31/24	\$	246,855.00
YTD Budget Trend (over)/under	\$	24,876.00

Reserve Fund

FY24/25 Budget	\$	720,000.00
TYD Expenditures	\$	77,147.00
Remaining FY Budget	\$	642,853.00

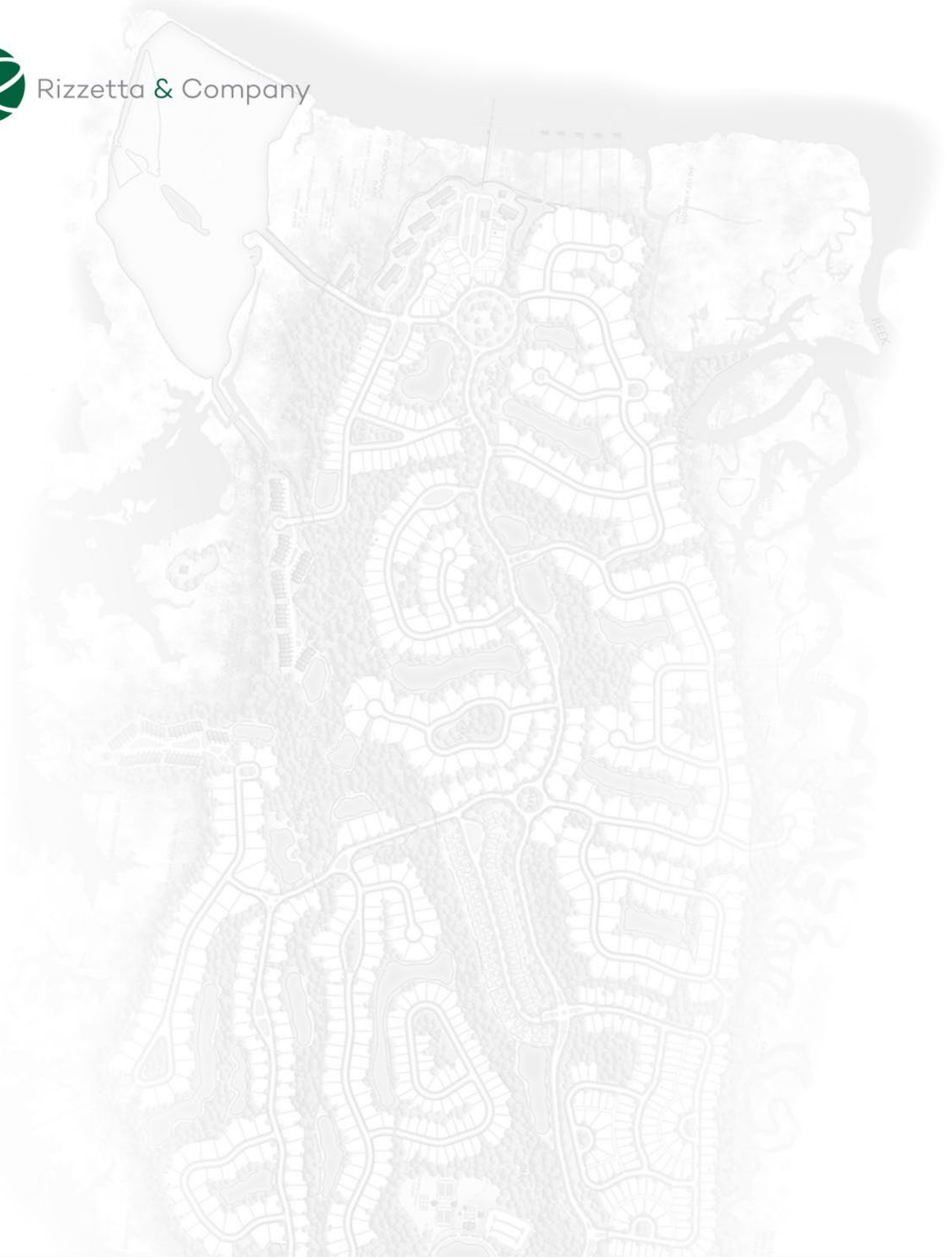


Noteworthy Items

1. 30A Crosswalk Assembly
 - Vehicle accident on September 30, 2024
 - Repaired by Griffin Traffick Signals for \$4,500
 - Insurance reimbursement received January 8, 2025
2. Reserve Study – Report of historical spend has been returned to Association Reserves and a site visit was completed.
3. Budget Schedule
 - Proposed Budget: June 5, 2025
 - Final Budget: August 7, 2025



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Professionals in Community Management