



Rizzetta & Company

Somerset Community Development District

Board of Supervisors' Meeting April 3, 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

March 27, 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, April 3, 2025, at 2:00 p.m. (Central Time)** at the Alys Beach Conference Room, located at 84 Elbow Beach Road, Building 1, Conference Room A, Alys Beach, FL 32461. The following is the 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 February 6, 2025..... Tab 1
 - B. Ratification of Operation and Maintenance Expenditures for months of January 2025 – February 2025..... Tab 2
 - C. Consideration of Resolution 2025-04 – Redesignating Local Records Location.....Tab 3
- 4. CONSENT AGENDA – RATIFICATION OF MAINTENANCE ITEMS.....Tab 4**
 - A. Mills Supply WA #25-02: Pump Station Enclosure Repair
 - B. Crosswalk Assembly Repairs - Griffin Traffic Signals
 - C. Intersection Paver Repairs - Couch Collective, LLC
 - D. Dune Doctors
 1. WA #25-01: Turtle Bale Dune Restoration
 2. WA #25-02: Gulf Green Dune Restoration
 - E. Alys Beach Resorts:
 1. PO #25-01, PO #25-02, & PO #25-03: Streetlight Poles & Light Fixtures for XX-01, C-07, & XX-15 Locations
 - F. McHenry Electric
 1. WA #25-06: XX-01 Streetlight Removal & Installation
 2. WA #25-07: C-07 Streetlight Removal & Installation
 3. WA #25-08: XX-15 Streetlight Removal & Installation
- 5. BUSINESS ITEMS**
 - A. Discussion/Consideration of Bond Surplus Debt Revenue
 - B. Consideration of 30A Intersection Improvements
 1. Presentation of 30A Intersection Study.....Tab 5
 2. Proposals to Address Recommendations.....(under separate cover)
 - C. Consideration of 30A Sod Project Proposals..... Tab 6
 1. Sod Replacement
 2. Asphalt Cutting along 3A
 - D. Consideration of Amendments to Facility Repair Services Agreement.....(under separate cover)
 - E. Ratification of Fifth Addendum to Contract for Professional District Services.....Tab 7

6. STAFF REPORTS

- A. District Counsel
- B. District Engineer
 - 1. Proposal for Stormwater O&M Compliance Reporting.....Tab 8
 - 2. Presentation of Public Facilities Report.....(*under separate cover*)
 - 3. Presentation of Dune Survey with Aerial Overlay..... Tab 9
- C. District Manager
 - 1. Presentation of District Manager Report.....Tab 10

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

February 6, 2025 - 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, February 6, 2025, at 2:00 p.m. (Central Time)** at the Alys Beach Conference Room located at 84 Elbow Road, Building 2, 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

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.

FIRST ORDER OF BUSINESS

Call to Order

Ms. O'Mera called the meeting to order at 2:09 p.m. and read the roll call, confirming a quorum for the meeting.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

There were no audience members present to comment.

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

February 6, 2025 - Minutes of Meeting

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THIRD ORDER OR BUSINESS

**Consideration of Minutes of the Board
of Supervisors Meeting Held on
December 5, 2024**

Ms. O'Mera presented the Minutes of the Board of Supervisors' Meeting held on
December 5, 2024.

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

FOURTH ORDER OR BUSINESS

**Ratification of Operation and
Maintenance Expenditures for months
of November 2024 - December 2024**

Ms. O'Mera presented the Operation and Maintenance Expenditures for November 2024
and December 2024.

On a motion by Mr. Rosenberg, seconded by Mr. Hartley, with all in favor, the Board ratified the Operations and Maintenance Expenditures for November 2024, in the amount of \$32,801.71, and December 2024, in the amount of \$136,997.16, for Somerset Community Development District.

FIFTH ORDER OR BUSINESS

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

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

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

by McHenry Electric:

- WA#25-01 - J&K Block PED Path Lighting in the amount of \$941.80
- WA#25-02 - S Turtle Bale PED Path Lighting Repairs in the amount of \$3,672.70
- WA#25-03 - Whitby & Ladybug Court PED Path Repairs in the amount of \$411.00
- WA#25-04 - Large Mantel PED Path Repairs in the amount of \$1,722.50
- WA#25-05 - S Sea Garden PED Path Repairs in the amount of \$2,164.90

by Rip's Professional Lawn Care:

- WA#25-03 - 30A Irrigation Repairs in the amount of \$794.38
- WA#25-04 - Well Pump Winterization in the amount of \$1,000.00
- WA#25-05 - Hydraulic Fill Valve Repair in the amount of \$530.71
- WA#25-06 - 30A Irrigation Repairs in the amount of \$200.00

by Gulf Coast Leak Detection

- Leak Detection Service in an amount not-to-exceed \$5,000.00

by American Site Development

- Manhole Repair at Buggy Whip Lane in the amount of \$8,850.00
- Manhole Repair at ST #9 in the amount of \$12,327.00

for Somerset Community Development District.

SIXTH ORDER OR BUSINESS

**Consideration of Agreement for Water
Treatment Systems Maintenance -
AquaPro Water Systems**

Ms. O'Mera presented the agreement for the maintenance of the water treatment systems.

On a motion by Mr. Dodson, seconded by Mr. Rosenberg, with all in favor, the Board approved the Agreement with AquaPro Water Systems, for Somerset Community Development District.

SEVENTH ORDER OR BUSINESS

**Presentation and Discussion of
SB7040 – Stormwater Ratification Bill
and O&M Requirements**

Ms. O'Mera turned the presentation over to Mr. Martelli. Mr. Martelli provided an overview of Senate Bill 7040, which introduces new requirements related to stormwater management facilities. He explained that the legislation involves three general components:

1. **Operation & Maintenance Plan:** A formal plan must be created that outlines the operation and maintenance procedures for the stormwater systems, including detailed documentation with charts, figures, and treatment volumes. For Somerset CDD, this applies primarily to the underground storage and exfiltration systems used at Alys Beach, which are suitable due to local soil conditions.
2. **Cost Estimates:** A dedicated cost estimate must be developed for maintaining the stormwater systems. While current assessments are underway, this requirement focuses specifically on future budgeting related to stormwater infrastructure.
3. **Annual Inspections:** Unlike the first two components, which are largely one-time efforts, the third component mandates ongoing, annual inspections. These are determined by system type, with underground and exfiltration systems requiring more frequent oversight compared to above-ground alternatives. Additional features like shallow depressional retention areas must also be included in both the maintenance plan and inspection schedule.

Mr. Martelli concluded by highlighting that all these elements must be integrated into Somerset's stormwater management responsibilities moving forward and noted that he'd present a proposal at the following meeting.

EIGHTH ORDER OF BUSINESS

**Consideration of Resolution 2025-04
Amending the FY24-25 Budget**

Ms. O'Mera presented the amended budget and general discussion ensued.

On a motion by Mr. Hartley, seconded by Mr. Dodson, with all in favor, the Board authorized the Chairman to review and execute any necessary expenditures related to the restoration of dune areas following the dune crossover construction projects, for Somerset Community Development District.

On a motion by Mr. Rosenberg, seconded by Mr. Dodson, with all in favor, the Board adopted Resolution 2025-04, Amending the FY 2024-2025, for Somerset Community Development District.

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

February 6, 2025 - Minutes of Meeting

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NINTH ORDER OR BUSINESS

Consideration of Addendum to District Management Agreement

Ms. O'Mera discussed the hiring of a dedicated Coordinator to manage the community's administrative functions, to better address growing needs, noting that the associated cost was included in the amended budget.

On a motion by Mr. Hartley, seconded by Mr. Rosenberg, with all in favor, the Board approved an addendum to the District Management Agreement, authorizing the Chairman to execute, for Somerset Community Development District.

TENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

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

B. District Engineer

1. Update on Curb Modification Report

Mr. Martelli reported that significant progress had been made on the report, following a recent field meeting with operations staff and the completion of necessary intersection surveys. He noted that work was underway to finalize alternative exhibits, and the report was scheduled to be presented at the April meeting. Mr. Martelli committed to distributing the final report in advance to allow operations staff time to solicit proposals for addressing the identified areas.

2. Update on 30A Intersection Study

Mr. Martelli provided an update, noting that substantial progress had been made on the report and that staff was compiling several exhibits. He anticipated the report would be completed within the next few weeks and formally presented at the next meeting.

Following updates on the noted reports, Mr. Martelli invited questions from the Board. There were no questions.

C. District Manager

1. Presentation of District Manager Report

Ms. O'Mera reviewed the District Manager Report and invited questions from the Board. There were no questions.

FIFTEENTH ORDER OF BUSINESS

**Supervisor
Comments**

Requests

and

Audience

There were no comments.

DRAFT

SIXTEENTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Dodson, seconded by Mr. Rosenberg, with all in favor, the Board adjourned the meeting at 2:47 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 January 2025 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2025 through January 31, 2025. This does not include expenditures previously approved by the Board.

The total items being presented: **\$64,907.74**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Somerset Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2025 Through January 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
ALYS Beach Resort LLC	100520	CL00024604	Monthly Facility Management 12/24	\$ 4,966.00
ALYS Beach Resort LLC	100522	CL00024332	Light Repairs 12/24	\$ 4,237.68
ALYS Beach Resort LLC	100522	CL00024332-Reseve	Streetlight poles Repair 12/24	\$ 7,611.84
Aqua Pro Water Systems - FL/GA	100512	80065247	Chemical/Salt Installation 12/24	\$ 75.00
Aqua Pro Water Systems - FL/GA	100512	80065267	Chemical/Salt Installation 12/24	\$ 163.50
Aqua Pro Water Systems - FL/GA	100512	81342463	Chemical/Salt Installation 12/24	\$ 120.00
Aqua Pro Water Systems - FL/GA	100513	81341787	Chemical/Salt Installation 12/24	\$ 105.00
Aqua Pro Water Systems - FL/GA	100513	81341827	Chemical/Salt Installation 12/24	\$ 210.00
Aqua Pro Water Systems - FL/GA	100513	81341847	Chemical/Salt Installation 12/24	\$ 120.00
Aqua Pro Water Systems - FL/GA	100514	81342443	Chemical/Salt Installation 12/24	\$ 45.00
Aqua Pro Water Systems - FL/GA	100514	81342483	Chemical/Salt Installation 12/24	\$ 210.00
Aqua Pro Water Systems - FL/GA	100514	81342503	Chemical/Salt Installation 12/24	\$ 465.00
Aqua Pro Water Systems - FL/GA	100517	81524674	Chemical/Salt Installation 12/24	\$ 30.00
Aqua Pro Water Systems - FL/GA	100517	81524733	Chemical/Salt Installation 12/24	\$ 270.00
Aqua Pro Water Systems - FL/GA	100517	81524753	Chemical/Salt Installation 12/24	\$ 285.00

Somerset Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2025 Through January 31, 2025

<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	100523	82098832	Chemical/Salt Installation 01/25	\$ 42.00
Aqua Pro Water Systems - FL/GA	100523	82098874	Chemical/Salt Installation 01/25	\$ 28.50
Aqua Pro Water Systems - FL/GA	100523	82099023	Chemical/Salt Installation 01/25	\$ 271.50
Aqua Pro Water Systems - FL/GA	100524	81794930	Chemical/Salt Installation 12/24	\$ 60.00
Aqua Pro Water Systems - FL/GA	100524	81794951	Chemical/Salt Installation 12/24	\$ 45.00
Aqua Pro Water Systems - FL/GA	100524	81794972	Chemical/Salt Installation 12/24	\$ 195.00
Aqua Pro Water Systems - FL/GA	100524	82099045	Chemical/Salt Installation 01/25	\$ 15.00
Aqua Pro Water Systems - FL/GA	100524	82099066	Chemical/Salt Installation 01/25	\$ 105.00
Aqua Pro Water Systems - FL/GA	100524	82099087	Chemical/Salt Installation 01/25	\$ 105.00
Aqua Pro Water Systems - FL/GA	100524	82099108	Chemical/Salt Installation 01/25	\$ 195.00
Aqua Pro Water Systems - FL/GA	100528	81795015	Chemical/Salt Installation 01/25	\$ 30.00
Aqua Pro Water Systems - FL/GA	100528	81795036	Chemical/Salt Installation 01/25	\$ 165.00
Aqua Pro Water Systems - FL/GA	100528	81795057	Chemical/Salt Installation 01/25	\$ 270.00
Florida Power & Light Company	20250108-1	21125-35147 11/24 Autopay	305 Somerset St. 11/24	\$ 1,848.78
Florida Power & Light Company	20250115-1	21046-33165 12/24 Autopay	9954 E County Highway 30A 12/24	\$ 110.42

Somerset Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2025 Through January 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Power & Light Company	20250116-1	21080-12465 12/24	9396 E Cty Hwy 30A 12/24	\$ 524.33
Florida Power & Light Company	20250122-1	Autopay FPL Summary 12/24 ACH	FPL Summary 12/24	\$ 547.27
Florida Power & Light Company	20250122-2	861 21125-35816 12/24 ACH	106 Somerset St 12/24	\$ 28.98
Florida Power & Light Company	20250123-1	21125-35147 12/24 ACH	305 Somerset St. 12/24	\$ 2,091.78
Innerlight Engineering Corporation	100518	9621	NPDES Weekly Inspection 10/24-11/24-12/24	\$ 5,700.00
Mills Supply	100521	10364	Hoover plumbing replacement 01/25	\$ 15,500.00
Mills Supply	100525	10342	Monthly Pump Station Maintenance 01/25	\$ 225.00
Rip's Professional Lawn Care, Inc.	100519	303681	Monthly Landscape Maintenance 12/24	\$ 8,975.00
Rizzetta & Company, Inc.	100515	INV0000096254	District Management Fees 01/25	\$ 5,676.66
Santos Brick Pavers LLC	100516	122324 Santos	Balance - Slip Lane Maintenance 12/24	\$ 2,762.50
The Lake Doctors, Inc.	100526	240680B	Monthly Monitoring/Inspection 01/25	\$ 51.00
VGlobal Tech	100527	6910	Website ADA Compliance 01/25	\$ 425.00
Report Total				<u>\$ 64,907.74</u>

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

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

Operations and Maintenance Expenditures February 2025 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2025 through February 28, 2025. This does not include expenditures previously approved by the Board.

The total items being presented: **\$35,401.56**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Somerset Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2025 Through February 28, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
ALYS Beach Resort LLC	300000	CL00024912	Monthly Facility Management 01/25	\$4,966.00
Aqua Pro Water Systems - FL/GA	100531	81661203	Chemical/Salt Installation 12/24	\$60.00
Aqua Pro Water Systems - FL/GA	100531	81661224	Chemical/Salt Installation 12/24	\$30.00
Aqua Pro Water Systems - FL/GA	100531	81661245	Chemical/Salt Installation 12/24	\$270.00
Aqua Pro Water Systems - FL/GA	100531	81661266	Chemical/Salt Installation 12/24	\$240.00
Aqua Pro Water Systems - FL/GA	100532	81794993	Chemical/Salt Installation 12/24	\$315.00
Aqua Pro Water Systems - FL/GA	100532	82254586	Chemical/Salt Installation 01/25	\$15.00
Aqua Pro Water Systems - FL/GA	100532	82254607	Chemical/Salt Installation 01/25	\$30.00
Aqua Pro Water Systems - FL/GA	100532	82254628	Chemical/Salt Installation 01/25	\$105.00
Aqua Pro Water Systems - FL/GA	100532	82254649	Chemical/Salt Installation 01/25	\$225.00
Aqua Pro Water Systems - FL/GA	100533	81661118	Chemical/Salt Installation 12/24	\$30.00
Aqua Pro Water Systems - FL/GA	100533	81661160	Chemical/Salt Installation 12/24	\$292.50
Aqua Pro Water Systems - FL/GA	100533	81661181	Chemical/Salt Installation 12/24	\$240.00
Aqua Pro Water Systems - FL/GA	100534	82174991	Service Call 01/25	\$215.00
Aqua Pro Water Systems - FL/GA	100534	82175241	Service Call 01/25	\$180.00

Somerset Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2025 Through February 28, 2025

<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	100535	81526119	Chemical/Salt Installation 12/24	\$30.00
Aqua Pro Water Systems - FL/GA	100535	81526139	Chemical/Salt Installation 12/24	\$45.00
Aqua Pro Water Systems - FL/GA	100535	81526159	Chemical/Salt Installation 12/24	\$105.00
Aqua Pro Water Systems - FL/GA	100535	81526179	Chemical/Salt Installation 12/24	\$240.00
Aqua Pro Water Systems - FL/GA	100536	82387274	Chemical/Salt Installation 01/25	\$45.00
Aqua Pro Water Systems - FL/GA	100536	82387295	Chemical/Salt Installation 01/25	\$45.00
Aqua Pro Water Systems - FL/GA	100536	82387316	Chemical/Salt Installation 01/25	\$240.00
Aqua Pro Water Systems - FL/GA	100536	82387337	Chemical/Salt Installation 01/25	\$225.00
Aqua Pro Water Systems - FL/GA	100538	82388185	Chemical/Salt Installation 01/25	\$90.00
Aqua Pro Water Systems - FL/GA	100539	82386991	Chemical/Salt Installation 01/25	\$45.00
Aqua Pro Water Systems - FL/GA	100540	82388206	Chemical/Salt Installation 01/25	\$105.00
Aqua Pro Water Systems - FL/GA	100541	82388164	Chemical/Salt Installation 01/25	\$105.00
Aqua Pro Water Systems - FL/GA	300001	82174663	Service Call 01/25	\$180.00
Aqua Pro Water Systems - FL/GA	300001	82519347	Service call McGee system 02/25	\$205.00
Aqua Pro Water Systems - FL/GA	300001	82559765	Chemical/Salt Installation 02/25	\$75.00

Somerset Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2025 Through February 28, 2025

<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	300001	82559786	Chemical/Salt Installation 02/25	\$15.00
Aqua Pro Water Systems - FL/GA	300001	82559807	Chemical/Salt Installation 02/25	\$15.00
Aqua Pro Water Systems - FL/GA	300001	82559828	Chemical/Salt Installation 02/25	\$15.00
Aqua Pro Water Systems - FL/GA	300002	82559653	Chemical/Salt Installation 02/25	\$165.00
Aqua Pro Water Systems - FL/GA	300002	82559674	Chemical/Salt Installation 02/25	\$75.00
Aqua Pro Water Systems - FL/GA	300002	82559695	Chemical/Salt Installation 02/25	\$225.00
Aqua Pro Water Systems - FL/GA	300002	82559743	Chemical/Salt Installation 02/25	\$90.00
Aqua Pro Water Systems - FL/GA	300009	106548092	Chemical/Salt Installation 02/25	\$150.00
Florida Power & Light Company	20250210-1	21125-35741 01/25 ACH	15 CALIZA LN 01/25	\$30.80
Florida Power & Light Company	20250210-1	21125-35741 07/24 Autopay	15 Caliza Ln. Misc. Pole 07/24	\$11.67
Florida Power & Light Company	20250210-1	21125-35741 08/24 Autopay	15 Caliza Ln. Misc. Pole 08/24	\$29.12
Florida Power & Light Company	20250210-1	21125-35741 09/24 Autopay	15 Caliza Ln. Misc. Pole 09/24	\$29.57
Florida Power & Light Company	20250210-1	21125-35741 10/24 Autopay	15 Caliza Ln. Misc. Pole 10/24	\$29.65
Florida Power & Light Company	20250210-1	21125-35741 11/24 Autopay	15 Caliza Ln. Misc. Pole 11/24	\$29.76
Florida Power & Light Company	20250210-1	21125-35741 12/24 ACH	15 Caliza Ln. Misc. Pole 12/24	\$30.76

Somerset Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2025 Through February 28, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Power & Light Company	20250218-1	21046-33165 01/25 ACH	9954 E COUNTY HIGHWAY 30A 01/25	\$111.42
Florida Power & Light Company	20250218-1	21080-12465 01/25 ACH	9396 E Cty Hwy 30A 01/25	\$463.22
Florida Power & Light Company	20250220-1	21125-35816 01/25 ACH	106 Somerset St 01/25	\$29.08
Florida Power & Light Company	20250220-1	FPL Summary 01/25 ACH	FPL Summary 01/25	\$428.77
Gannett Florida LocaliQ	300004	0006931311	Account #526295 Legal Advertising 01/25	\$158.80
George Hartley	100545	GH020625	Board of Supervisors Meeting 02/06/25	\$200.00
Gulf Coast Leak Detection, LLC	100529	31710	Leak Detection Inspection on Hoover Pump 01/25	\$4,550.00
John Rosenberg	100546	JR020625	Board of Supervisors Meeting 02/06/25	\$200.00
Kutak Rock, LLP	100530	3514487	Legal Services 12/24	\$1,829.00
Mills Supply	100547	10376	Monthly Pump Station Maintenance 02/25	\$225.00
Mills Supply	100548	10390	Gas Shocks 02/25	\$165.12
Rip's Professional Lawn Care, Inc.	100542	307649	Pump Insulation/Winterization 01/25	\$1,000.00
Rip's Professional Lawn Care, Inc.	300003	310647	Hydraulic Fill Valve Repair 01/25	\$530.71
Rip's Professional Lawn Care, Inc.	300005	310723	Irrigation Repairs 01/25	\$200.00
Rip's Professional Lawn Care, Inc.	300006	311441	Monthly Landscape Maintenance 01/25	\$8,975.00

Somerset Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2025 Through February 28, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	100537	INV0000096916	District Management Fees 02/25	\$5,524.61
Robert E Stenhammer	100549	RB020625	Board of Supervisors Meeting 02/06/25	\$200.00
The Lake Doctors, Inc.	300007	247866B	Monthly Monitoring/Inspection 02/25	\$51.00
Thomas M Dodson	100550	TD020625	Board of Supervisors Meeting 02/06/25	\$200.00
VGlobal Tech	300008	6986	Website ADA Compliance 02/25	<u>\$425.00</u>
Report Total				<u>\$ 35,401.56</u>

Tab 3

RESOLUTION 2025-04

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE
SOMERSET COMMUNITY DEVELOPMENT DISTRICT DESIGNATING
THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE**

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

WHEREAS, District records are available for public review and inspection at the offices of the District Manager, Rizzetta & Company, Inc., located at 120 Richard Jackson Boulevard, Suite 220, Panama City Beach, Florida 32407;

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District's records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Section 190.006(7), *Florida Statutes*.

the Board of Supervisors of the District (“Board”) desires to elect the Officers of the District.

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

1. The District’s local records office shall be Alys Beach Town Operations, located at 9581 E. County Highway 30A, Alys Beach, FL 32461.
2. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 3rd day of April 2025.

ATTEST:

**SOMERSET COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Tab 4



CONSENT AGENDA – RATIFICATION OF MAINTENANCE ITEMS

A. Mills Supply WA #25-02: Pump Station Enclosure Repair	\$ 165.12
B. Crosswalk Assembly Repairs - Griffin Traffic Signals.....	\$ 6,925.00
C. Intersection Paver Repairs - Couch Collective, LLC.....	\$ 1,450.00
D. Dune Doctors	
WA #25-01: Turtle Bale Dune Restoration	\$ 8,228.51
WA #25-02: Gulf Green Dune Restoration	\$ 8,228.51
E. Alys Beach Resorts:	
PO #25-01: C-07 Streetlight Pole Fixture.....	\$ 5,320.41
PO #25-02: XX-01 Streetlight Pole Fixture.....	\$ 5,320.41
PO #25-03: XX-15 Streetlight Poles Light	\$ 5,320.41
F. McHenry Electric	
WA #25-06: XX-01 Streetlight Removal Installation	\$ 2,350.00
WA #25-07: C-07 Streetlight Removal & Installation	\$ 2,350.00
WA #25-08: XX-15 Streetlight Removal Installation	\$ 2,350.00

Total: \$40,008.37

WORK AUTHORIZATION #25-02

February 10, 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:

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

I. Scope of Work

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

II. Fees

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

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

Sincerely,

Lynn Mills
Lynn Mills (Feb 10, 2025 13:21 CST)

Authorized Representative of
Mills Supply

APPROVED AND ACCEPTED

Robert Stenhammer
By: Robert Stenhammer (Feb 10, 2025 12:26 CST)

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

Date: Feb 10, 2025

Attachment A

Mills

SUPPLY

Invoice

Date	Invoice #
2/5/2025	10390

Bill To: Somerset Community Development District C/O Rizzetta & Company 3434 Colwell Ave, Suite 200 Tampa, FL 33614
--

Ship To: Alys Beach

P.O. No.	Terms	Rep.	Ship	Via	Project
	Net 10	JM	2/3/2025		
Quantity	Item Code	Description	Price Each	Amount	
2	SHOCKS	Gas Shocks for Pump Station Enclosure (Replaced while doing monthly service)	83.56	165.12	
		Florida Exempt Sales Tax	0.00%	0.00	
Thank you for your business.					Total \$165.12

RECEIVED
02/05/2025

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

**ADDENDUM TO PROPOSAL BETWEEN THE SOMERSET COMMUNITY DEVELOPMENT DISTRICT
“DISTRICT” AND MURDOCK INVESTMENTS, LLC DBA GRIFFIN TRAFFIC SIGNALS
“CONTRACTOR” FOR CROSSWALK ASSEMBLY REPAIR AND REPLACEMENT SERVICES**

District:	Somerset Community Development District	Contractor:	Murdock Investments, LLC dba Griffin Traffic Signals
Mailing Address:	3434 Colwell Avenue, Suite 200 Tampa, Florida 33614	Mailing Address:	5324 E. 14 th Street Panama City, Florida 32404
Phone:	850 344-9055	Phone:	850 270-2715

The following provisions govern the proposal, dated February 14, 2025, 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 crosswalk assembly repair and replacement 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 **Six Thousand Nine Hundred Twenty-Five Dollars and Zero Cents \$6,925.00** , 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 certifies it: i is not in violation of Section 287.135, Florida Statutes; ii is not on the Scrutinized Companies with Activities in Sudan List; iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; iv) does not have business operations in Cuba or Syria; v is not on the Scrutinized Companies that Boycott Israel List; and vi is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.
12. To the extent any of the provisions of this Addendum are in conflict with the provisions of the Agreement, this Addendum controls.

**MURDOCK INVESTMENTS, LLC DBA
GRIFFIN TRAFFIC SIGNALS**

Matt Salmon

By: Matt Salmon

Its: VP

Date: Feb 14, 2025

**SOMERSET COMMUNITY
DEVELOPMENT DISTRICT**

Robert Stenhammer

Robert Stenhammer (Feb 14, 2025 10:41 CST)

By: Robert Stenhammer

Its: CDD Chairperson

Date: Feb 14, 2025

Page 4 of 4
EXHIBIT A

GRIFFIN TRAFFIC SIGNALS

5324 E. 14th St.
Panama City, FL 32404

Voice:(850)270-2715

Email: griffintraffic@gmail.com

PROPOSAL

Proposal Number: Sea Garden Repairs
Proposal Date: Feb 14, 2025

Page: 1

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



Customer ID		
Somerset CDD		
Customer Contact		Payment Terms
		Net 30 Days

Quantity	Item	Description	Unit Price	Amount
1.00		Trip Charge to Diagnose & Confirm What Needs To Be Replaced at Sea Garden Crosswalks	750.00	750.00
2.00		F&I W11-236x36 Ped Crossing Sign w/zbarr & u-bolts-Includes labor & mobilization	800.00	1,600.00
1.00		F&I W16-7PL 24x12 Arrow Sign w/zbarr & u-bolts - Includes labor & mobilization	175.00	175.00
1.00		F&I R10-25 9x12 Ped Push Button Sign - Includes labor & mobilization	100.00	100.00
1.00		F&I R920E Solar Wireless RRF Unit - Includes labor & mobilization	4,300.00	4,300.00
Subtotal				6,925.00
Sales Tax				
Freight				0.00
TOTAL PROPOSAL AMOUNT				6,925.00

Bid assumes General Contractor will provide Performance Bond and/or Warranty Bond unless specified in Pay Items.

**ADDENDUM TO PROPOSAL BETWEEN THE SOMERSET COMMUNITY DEVELOPMENT DISTRICT
“DISTRICT” AND COUCH COLLECTIVE, LLC (“CONTRACTOR” FOR PAVER REPAIRS**

District:	Somerset Community Development District	Contractor:	Couch Collective, LLC
Mailing Address:	3434 Colwell Avenue, Suite 200 Tampa, Florida 33614	Mailing Address:	P.O. Box 4733 Santa Rosa Beach, Florida 32459-4733
Phone:	850 344-9055	Phone:	678 736-9304

The following provisions govern the Estimate No. 1022, dated March 3, 2025, 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 paver repair 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 **One Thousand Four Hundred Fifty Dollars \$1,450.00** , 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.

COUCH COLLECTIVE, LLC

Mason Couch

Mason Couch (Mar 14, 2025 10:17 CDT)

By: Mason Couch

Its: Managing Member

Date: Mar 14, 2025

**SOMERSET COMMUNITY
DEVELOPMENT DISTRICT**

Robert Stenhammer

Robert Stenhammer (Mar 14, 2025 15:50 CDT)

By: Robert Stenhammer

Its: CDD Chairman

Date: Mar 14, 2025

EXHIBIT A

ESTIMATE

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

mason@ccollective.lc
+1 (678) 736-9394

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

Estimate details
Estimate no.: 1022
Estimate date: 03/03/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Alys Beach - Paver Repair	Intersection of North Sea Garden and West La Garza Paver Repairs	1	\$1,450.00	\$1,450.00
Total					\$1,450.00

Accepted date

Accepted by

Dune Doctors

**DUNE MAINTENANCE SERVICES
WORK AUTHORIZATION NO. 25-01**

THIS WORK AUTHORIZATION (“Work Authorization”) is presented according to the requirements of that certain *Agreement between the Somerset Community Development District and Dune Doctors, LLC, for Dune Maintenance Services*, dated October 17, 2023 (“Agreement”), and is made and entered into this 3rd day of March 2024, by and between:

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

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

SECTION 1. SCOPE OF SERVICES. Contractor shall provide the services set forth on the proposal attached hereto as **Exhibit A** (“Services” in accordance with the terms of the Agreement. **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the Work’s scope of services for the labor and materials to be provided under this Agreement and the compensation for the Work. The Agreement and this Work Authorization shall be controlling over any conflict between either document and the provisions of **Exhibit A**.

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

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

(SIGNATURES APPEAR ON FOLLOWING PAGE)

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

Attest:



Assistant Secretary/Secretary

Kim O'Mera

Print Name



Witness

SOMERSET COMMUNITY DEVELOPMENT DISTRICT



Robert Stenhammer (Mar 3, 2025 16:17 CST)

By: Robert Stenhammer

Its: Chairman, Board of Supervisors

DUNE DOCTORS, LLC



Frederique Berozet (Mar 5, 2025 13:36 CST)

By: Frederique Berozet

Its: Member

Attachment A: Proposal

Exhibit A



Attention: Somerset CDD

Via email: robert@alysbeach.com

Re: LETTER OF AGREEMENT FOR ALYS BEACH - TURTLE BALE
WALKOVER
FLWAL_CALYSBEACH_L02802_03032025

Project Turtle Bale Walkover (Sea Garden St.)- Alys Beach, FL 32461
Address:

Date: March 3, 2025

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

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

(Space left blank intentionally)

DELIVERABLE	SCOPE	COST
PHASE 3	OPTIMIZATION Designed to Reinforce the Existing Dune	\$8,228.51
RESTORATION & ENHANCEMENT	Plant in the areas disturbed during walkover construction: <ul style="list-style-type: none"> • 558 native grasses (sea oats & panic grasses), • 64 ground covers, and • 18 flowers, to cover most of the bare areas (approximately 2,000 sq. ft.) present, in the existing dune, after walkover construction.	\$7,774.30
SUBJECT MATTER EXPERT	Consulting, planning and permitting services. *Some projects may require additional costs.	*\$454.21

Total Project Cost: \$8,228.51

TERMS	
Down Payment: Due Upon Signature	\$2,468.51
Due upon Completion of Phase Optimization:	\$5,760.00
Return this signed Letter of Agreement to: Frederique@DuneDoctors.com	Required to schedule project
Make Checks Payable to: Dune Doctors LLC 1501 North 9th Avenue Pensacola, Florida 32503	Required to commence project

Continued on the next page.

Total Cost of Your Project: \$8,228.51

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

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

Dune Doctors, LLC



Frederique Beroset
Owner, MBA & MS Biology

DATE: March 3, 2025

SIGNATURE: _____
Authorized Property Agent/Owner

DATE: _____

PRINT NAME HERE: _____

CONDITIONS

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

**DUNE MAINTENANCE SERVICES
WORK AUTHORIZATION NO. 25-02**

THIS WORK AUTHORIZATION “Work Authorization”) is presented according to the requirements of that certain *Agreement between the Somerset Community Development District and Dune Doctors, LLC, for Dune Maintenance Services*, dated October 17, 2023 (“Agreement” , and is made and entered into this 13th day of March 2025, by and between:

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

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

SECTION 1. SCOPE OF SERVICES. Contractor shall provide the services set forth on the proposal attached hereto as **Exhibit A** “Services”) in accordance with the terms of the Agreement. **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the Work’s scope of services for the labor and materials to be provided under this Agreement and the compensation for the Work. The Agreement and this Work Authorization shall be controlling over any conflict between either document and the provisions of **Exhibit A**.

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

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

SIGNATURES APPEAR ON FOLLOWING PAGE

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

Attest:



Assistant Secretary/Secretary


Kimberly O Mera

Print Name



Witness

SOMERSET COMMUNITY DEVELOPMENT DISTRICT



Robert Stenhammer (Mar 14, 2025 15:51 CDT)

By: Robert Stenhammer

Its: Chairman, Board of Supervisors

DUNE DOCTORS, LLC



Frederique Berozet (Mar 14, 2025 14:38 CDT)

By: Frederique Berozet

Its: Member

Attachment A: Proposal

Exhibit A



Attention: Somerset CDD

Via email: robert@alysbeach.com

Re: LETTER OF AGREEMENT FOR ALYS BEACH - TURTLE BALE
WALKOVER
FLWAL_CALYSBEACH_L02901_03122025

Project Gulf Green Walkover - Alys Beach, FL 32461
Address:

Date: March 12, 2025

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

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

(Space left blank intentionally)

DELIVERABLE	SCOPE	COST
PHASE 3	OPTIMIZATION Designed to Reinforce the Existing Dune	\$8,228.51
RESTORATION & ENHANCEMENT	Plant in the areas disturbed during walkover construction: <ul style="list-style-type: none"> • 558 native grasses (sea oats & panic grasses), • 64 ground covers, and • 18 flowers, to cover most of the bare areas (approximately 2,000 sq. ft.) present, in the existing dune, after walkover construction.	\$7,774.30
SUBJECT MATTER EXPERT	Consulting, planning and permitting services. *Some projects may require additional costs.	*\$454.21

Total Project Cost: \$8,228.51

TERMS	
Down Payment: Due Upon Signature	\$2,468.51
Due upon Completion of Phase Optimization:	\$5,760.00
Return this signed Letter of Agreement to: Frederique@DuneDoctors.com	Required to schedule project
Make Checks Payable to: Dune Doctors LLC 1501 North 9th Avenue Pensacola, Florida 32503	Required to commence project

Continued on the next page.

Total Cost of Your Project: \$8,228.51

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

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

Dune Doctors, LLC



Frederique Beroset
Owner, MBA & MS Biology

DATE: March 12, 2025

SIGNATURE: _____
Authorized Property Agent/Owner

DATE: | _____

PRINT NAME HERE: _____

Alys Beach Resorts

PURCHASE ORDER AGREEMENT FOR GOODS
PO# 25-01

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

PROJECT			
Project Name:	T4 Streetlight Pole & Light Fixture	Proposal Date:	March 20, 2025
Project Address:	C-07	Quotation #:	N/A

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

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

TERM:

☒ Single Purchase of Goods

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

PRICE:

☒ Fixed Price

Price: \$5,320.41

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

**SOMERSET COMMUNITY DEVELOPMENT
DISTRICT**

District

Sign:

By: Robert Stenhammer
Robert Stenhammer (Mar 21, 2025 08:19 CDT)

Name: **Robert Stenhammer**

Title: **Chairman** Mar 21, 2025

Date Executed:

ALYS BEACH RESORTS, LLC

Seller

Sign:

By: Douglas Lang
Douglas Lang (Mar 21, 2025 08:54 CDT)

Name: **Douglas Lang**

Title: **Community Projects and Services Manager**

Date Executed: **Mar 21, 2025**

TERMS AND CONDITIONS

DEFINITIONS

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

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

GENERAL PROVISIONS

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

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

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

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

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

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

5. [RESERVED.]

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

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

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

8. [RESERVED.]

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

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

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

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

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

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

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

16. [RESERVED.]

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

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

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

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

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

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

EXHIBIT A



Town Operations

DATE: 3.20.25
NAME: Somerset Community Development District
LOCATION: Alys Beach Street Lights C7
PROJECT: McHenry to install new light poles
ESTIMATED START DATE:
ESTIMATED COMPLETION DATE:

DESCRIPTION:
Replace Street Light Pole and fixture

MATERIALS:	
T4 Mahogany Street Light Pole	2291.43
Solera Alys – Opal Lens, Copper PT4- Color Minitex Blk	3028.98
LABOR:	
SUBTOTAL:	
TAX:	
TOTAL:	5320.41

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

PURCHASE ORDER AGREEMENT FOR GOODS
PO# 25-02

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

PROJECT			
Project Name:	T4 Streetlight Pole & Light Fixture	Proposal Date:	March 20, 2025
Project Address:	XX-1	Quotation #:	N/A

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

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

TERM:

☒ Single Purchase of Goods

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

PRICE:

☒ Fixed Price

Price: \$5,320.41

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

**SOMERSET COMMUNITY DEVELOPMENT
DISTRICT**

District

Sign:

By: Robert Stenhammer
Robert Stenhammer (Mar 21, 2025 08:18 CDT)

Name: **Robert Stenhammer**

Title: **Chairman**

Date Executed: **Mar 21, 2025**

ALYS BEACH RESORTS, LLC

Seller

Sign:

By: Douglas Lang
Douglas Lang (Mar 21, 2025 08:52 CDT)

Name: **Douglas Lang**

Title: **Community Projects and Services Manager**

Date Executed: **Mar 21, 2025**

TERMS AND CONDITIONS

DEFINITIONS

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

- a. "Goods" means those part numbers, model numbers and/or descriptions set forth in Exhibit A.
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- c. "Project" means the delivery of the Goods.

GENERAL PROVISIONS

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

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

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- b. **WARRANTY**. In addition to the specific warranties provided in the attached Exhibit A and any additional manufacturer warranties, Seller warrants that the title to Goods conveyed shall be good and that the transfer of the Goods shall be rightful. The Goods shall be free from any security interest or lien, and the Goods shall conform to the description herein stated and any specifications provided by District. Seller agrees to assist in administering all warranty claims with manufacturer. All Goods are subject to inspection by District before, upon, and within a reasonable time after delivery. Goods shall not be replaced without District's prior written instructions. Any acceptance by District shall not prevent District from later rejecting non-conforming Goods.

5. [RESERVED.]

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

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

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

8. [RESERVED.]

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

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

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

16. [RESERVED.]

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

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

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

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

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

EXHIBIT A



DATE: 3.20.25
NAME: Somerset Community Development District
LOCATION: Alys Beach Street Light: XX-1
PROJECT: McHenry to install new light poles
ESTIMATED START DATE:
ESTIMATED COMPLETION DATE:

DESCRIPTION:
Replace Street Light Pole and fixture

MATERIALS:	
T4 Mahogany Street Light Pole	2291.43
Solera Alys - Opal Lens, Copper PT4- Color Minitex Blk	3028.98
LABOR:	
SUBTOTAL:	
TAX:	
TOTAL:	
	5320.41

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

PURCHASE ORDER AGREEMENT FOR GOODS
PO# 25-03

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

PROJECT			
Project Name:	T4 Streetlight Pole & Light Fixture	Proposal Date:	March 20, 2025
Project Address:	XX-15	Quotation #:	N/A

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

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

TERM:

☒ Single Purchase of Goods

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

PRICE:

☒ Fixed Price

Price: \$5,320.41

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

**SOMERSET COMMUNITY DEVELOPMENT
DISTRICT**

District

Sign:

By: Robert Stenhammer
Robert Stenhammer (Mar 21, 2025 08:18 CDT)

Name: **Robert Stenhammer**

Title: **Chairman**

Date Executed: **Mar 21, 2025**

ALYS BEACH RESORTS, LLC

Seller

Sign:

By: Douglas Lang
Douglas Lang (Mar 21, 2025 07:57 CDT)

Name: **Douglas Lang**

Title: **Community Projects and Services Manager**

Date Executed: **Mar 21, 2025**

TERMS AND CONDITIONS

DEFINITIONS

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

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

GENERAL PROVISIONS

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

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

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

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

4. TERMS APPLICABLE TO THE PURCHASE OF GOODS.

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

5. [RESERVED.]

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

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

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

8. [RESERVED.]

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

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

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

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

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

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

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

16. [RESERVED.]

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

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

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

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

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

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

EXHIBIT A



Town Operations

DATE: 3.20.25
NAME: Somerset Community Development District
LOCATION: Alys Beach Street Lights XX15
PROJECT: McHenry to install new light poles
ESTIMATED START DATE:
ESTIMATED COMPLETION DATE:

DESCRIPTION:
Replace Street Light Pole and fixture

MATERIALS:	
T4 Mahogany Street Light Pole	2291.43
Solera Alys – Opal Lens, Copper PT4- Color Minutex Blk	3028.98
LABOR:	
SUBTOTAL:	
TAX:	
TOTAL:	5320.41

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

Proposal #: 25-038
Amount: \$ \$2,350.00

WORK AUTHORIZATION FOR MAINTENANCE SERVICES (WA #25-06)

This Work Authorization (the “**Work Authorization**”, dated March 19, 2025, authorizes certain work in accordance with that certain *AGREEMENT BETWEEN THE SOMERSET COMMUNITY DEVELOPMENT DISTRICT AND MCHENRY ELECTRIC, INC., FOR GENERAL MAINTENANCE SERVICES* (the “**Agreement**”, dated April 6, 2022, by and between:

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

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

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

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

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

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



Assistant Secretary

SOMERSET COMMUNITY DEVELOPMENT DISTRICT



Robert Stenhammer (Mar 19, 2025 13:03 CDT)

By: Robert Stenhammer
Its: CDD Chairperson

MCHENRY ELECTRIC, INC.



Niki Carr (Mar 19, 2025 12:48 CDT)
Witness



D. Clayton Mchenry (Mar 19, 2025 14:49 CDT)

By: D. Clayton Mchenry
Its: President

McHenry Electric

Exhibit A: Proposal/Scope of Services

Proposal

No. 25-038

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: Alys Beach Town Operations, Inc		Phone: 850-213-5614	Date: March 17, 2025
Street: 9581 County Highway 30-A East - "F"		Job Name: T-4 Streetlight	
City, State, and Zip code: Alys Beach, FL 32461		Job Location: XX-01	
Architect: N/A	Date of plans: N/A	City, State and Zip code: Inlet Beach, FL 32461	

We propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of:
Two thousand three hundred fifty dollars and 00/100 ----- (\$ 2,350.00)

Payment to be made as follows:

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

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

Authorized Signature: 
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: Remove and replace owner furnished streetlight.

Includes the following :

A. Remove broken pole on West Sugar Lump Lane (XX-01).

B. Remove concrete base.

C. Store, assemble and install owner furnished T-4 light pole, light head, and light bulb.

D. Furnish and install new wire to J-Box.

E. Furnish and install ground sleeve and gravel.

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

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

Signature - _____
Date of Acceptance _____

Proposal #: 25-040
Amount: \$ 2,350.00

WORK AUTHORIZATION FOR MAINTENANCE SERVICES (WA #25-07)

This Work Authorization (the “**Work Authorization**”, dated March 19, 2025, authorizes certain work in accordance with that certain *AGREEMENT BETWEEN THE SOMERSET COMMUNITY DEVELOPMENT DISTRICT AND MCHENRY ELECTRIC, INC., FOR GENERAL MAINTENANCE SERVICES* (the “**Agreement**”, dated April 6, 2022, by and between:

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

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

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

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

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

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


Assistant Secretary

SOMERSET COMMUNITY DEVELOPMENT DISTRICT


Robert Stenhammer (Mar 19, 2025 10:40 CDT)

By: Robert Stenhammer
Its: CDD Chairperson

MCHENRY ELECTRIC, INC.


Niki Carr (Mar 19, 2025 11:53 CDT)
Witness


D. Clayton McHenry (Mar 19, 2025 14:52 CDT)

By: D. Clayton McHenry
Its: President

Exhibit A: Proposal/Scope of Services

Proposal

No. 25-040

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: Alys Beach Town Operations, Inc		Phone: 850-213-5614	Date: March 17, 2025
Street: 9581 County Highway 30-A East - "F"		Job Name: T-4 Streetlight	
City, State, and Zip code: Alys Beach, FL 32461		Job Location: C-07	
Architect: N/A	Date of plan: N/A	City, State and Zip code: Inlet Beach, FL 32461	

We propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of:
Two thousand three hundred fifty dollars and 00/100 (\$ 2,350.00)

Payment to be made as follows:

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

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

Authorized Signature: 
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: Remove and replace owner furnished streetlight.

Includes the following :

A. Remove broken pole on Charles Street.

B. Remove concrete base.

C. Store, assemble and install owner furnished T-4 light pole, light head, and light bulb.

D. Furnish and install new wire to J-Box.

E. Furnish and install ground sleeve and gravel.

Does Not Include: any warranty, liability, responsibility for any existing electrical wiring, fixtures, Decora devices, lamps, LED lamps, plug strips, lightning protection, exterior light package, emergency lights, sod, generator, landscape lighting, automatic transfer switch, streetlight, pole, plants painting, or patching. All to be supplied by others.

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

Signature - _____

Date of Acceptance _____

Proposal #: 25-039
Amount: \$ 2,350.00

WORK AUTHORIZATION FOR MAINTENANCE SERVICES (WA #25-07)

This Work Authorization (the “Work Authorization”, dated March 19, 2025, authorizes certain work in accordance with that certain *AGREEMENT BETWEEN THE SOMERSET COMMUNITY DEVELOPMENT DISTRICT AND MCHENRY ELECTRIC, INC., FOR GENERAL MAINTENANCE SERVICES* (the “Agreement”, dated April 6, 2022, by and between:

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

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

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

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

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

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


Assistant Secretary

SOMERSET COMMUNITY DEVELOPMENT DISTRICT


Robert Stenhammer (Mar 19, 2025 10:41 CDT)

By: Robert Stenhammer
Its: CDD Chairperson

MCHENRY ELECTRIC, INC.


Niki Carr (Mar 19, 2025 11:54 CDT)
Witness


D. Clayton McHenry (Mar 19, 2025 14:53 CDT)

By: D. Clayton McHenry
Its: President

Exhibit A: Proposal/Scope of Services

Proposal

No. 25-039

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: Alys Beach Town Operations, Inc	Phone: 850-213-5614	Date: March 17, 2025
Street: 9581 County Highway 30-A East - "F"	Job Name: T-4 Streetlight	
City, State, and Zip code: Alys Beach, FL 32461	Job Location: XX-15	
Architect: N/A	Date of plans: N/A	City, State and Zip code: Inlet Beach, FL 32461

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

Two thousand three hundred fifty dollars and 00/100 ----- (\$ 2,350.00)

Payment to be made as follows:

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

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

Authorized
Signature:


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: Remove and replace owner furnished streetlight.

Includes the following :

A. Remove broken pole on West Sugar Lump Lane (XX-15).

B. Remove concrete base.

C. Store, assemble and install owner furnished T-4 light pole, light head, and light bulb.

D. Furnish and install new wire to J-Box.

E. Furnish and install ground sleeve and gravel.

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

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

Signature - _____

Date of Acceptance _____

Tab 5

A breakdown of our analysis and recommendations can be found below:

Intersection 1 (Salt House Lane)

- Analysis
 - Intersection exhibits severe rutting on both side of the drive isle.
 - Rutting most likely caused by large construction vehicles working on Block AB & YY.
- Recommendation
 - Increase intersection radii to 20.00'. This will reduce the rutting and match the radii used across the street on North Salt House Lane.

Intersection 2 (Sea Garden Street)

- Analysis
 - Intersection exhibits minor to moderate rutting along 30A.
 - Rutting most likely caused by large construction vehicles working on Blocks AB, YY, EE, FF, & GG.
- Recommendation
 - Level rutted area and replace with sodding.
 - If rutting continues after the nearby blocks are built out, the intersection should be re-evaluated for widening.

Intersection 3 (Mark Twain Lane)

- Analysis
 - Intersection exhibits moderate rutting along 30A at northeast corner of intersection.
 - Rutting most likely caused by large construction vehicles working on The Town Center, Dannelly, and Varian.
- Recommendation
 - Pull back the radii on both the northeast and southeast corners of the intersection by 3 feet.
 - This will reduce the rutting while maintaining a consistent radius across the intersection.

Intersection 4 (Castle Harbour Drive)

- Analysis
 - Intersection exhibits moderate rutting along 30A at northeast and southwest corner of intersection.
 - Rutting most likely caused by large construction vehicles working on several different blocks.
- Recommendation
 - Pull back the radii on both the northeast and southwest corners of the intersection by 3 feet.
 - This will reduce the rutting while maintaining a consistent radius across the intersection.
 - For the other radii in the intersection, where rutting is present, level area and replace with sodding.
 - If rutting continues after the nearby blocks are built out, the intersection should be re-evaluated for widening.

Intersection 5 (Nonesuch Way & Elbow Beach Road)

- Analysis
 - Intersection exhibits moderate rutting along 30A at every connection.
 - Rutting most likely caused by large construction vehicles working on several different blocks.
- Recommendation
 - Wait until Elbow Beach Road gets re-aligned with Nonesuch Way to address the southern section of the intersection.
 - Increase the radius to 13.00' in between the two one-ways of Nonesuch Way. This will give it the largest radius possible while still remaining tangent to 30A.
 - Increase the radius to 20.00' at the northeast entrance to Nonesuch Way to reduce rutting.
 - For the other radii in the intersection, where rutting is present, level area and replace with sodding.
 - If rutting continues after the nearby blocks are built out, the intersection should be re-evaluated for widening.

Intersection 6 (Buggy Whip Lane)

- Analysis
 - Intersection exhibits moderate rutting on both side of the drive isle.
 - Rutting most likely caused by large construction vehicles working on Blocks TT, UU, & VV.
- Recommendation
 - Increase intersection radii to 20.00'. This will reduce the rutting and match the radii of other single street connections such as at Intersection 1.

If you have any questions or comments about the recommendations above, we would be happy to set up a meeting to discuss.

Please let me know if you need anything else in the meantime.

Thanks,
Callahan



Callahan Phillips, E.I.

Design Engineer

Office: (850) 842-3148

Cell: (850) 368-0629

callahan@ieceng.com

Innerlight Engineering Corporation

11490 Emerald Coast Parkway

Suite 2E

Miramar Beach • Florida • 32550

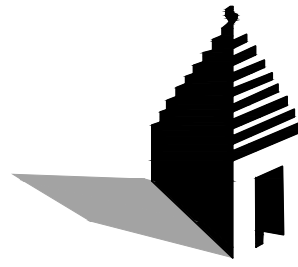
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CONSTRUCTION PLANS FOR:

ALYS BEACH (C.R.-30A)

INTERSECTION WIDENING

SECTION 26, TOWNSHIP 3 SOUTH, RANGE 18 WEST
WALTON COUNTY, FLORIDA



A L Y S
B E A C H

PROJECT DATA

PROJECT NAME:	ALYS BEACH (C.R.-30A)
CLIENT NAME:	EBSCO GULF COAST DEVELOPMENT, INC. BOX 61-5500 ALYS BEACH, FLORIDA 32461-5500 CONTACT: EDDIE FOSTER
PREPARED BY:	INNERLIGHT ENGINEERING CORPORATION 11490 EMERALD COAST PARKWAY, SUITE 2W MIRAMAR BEACH, FLORIDA 32550
ENGINEER OF RECORD:	JAMES A. MARTELLI, P.E. FLORIDA REG. NO. 51428 INNERLIGHT ENGINEERING CORPORATION 11490 EMERALD COAST PARKWAY, SUITE 2W MIRAMAR BEACH, FLORIDA 32550 850.424.5855

BENCHMARK DATA

BENCHMARK #1:	SANITARY SEWER MANHOLE NORTHING: 471610.4140 EASTING: 1486352.3230 ELEVATION: 29.75 (NAVD 1988)
BENCHMARK #2:	SANITARY SEWER MANHOLE NORTHING: 471627.3200 EASTING: 1486294.8420 ELEVATION: 32.08 (NAVD 1988)

UTILITY PROVIDERS

POTABLE WATER & SANITARY SEWER PROVIDER:	REGIONAL UTILITIES 4432 US HIGHWAY 98 SANTA ROSA BEACH, FLORIDA 32459 850.231.5114
GAS PROVIDER:	OKALOOSA GAS DISTRICT 364 VALPARAISO PARKWAY VALPARAISO, FL 32580 850.729.4700
TELEPHONE PROVIDER:	CENTURY LINK 411 MARY ESTHER CUT OFF NW FORT WALTON BEACH, FLORIDA 32548 850.244.1150
POWER PROVIDER:	GULF POWER 2700 EMERALD COAST PARKWAY DESTIN, FLORIDA 32541 850.654.8730
TV/CABLE PROVIDER:	WOW! 235 WEST 15TH STREET PANAMA CITY, FL 32401 850.215.1000

ALWAYS CALL 811 TWO FULL BUSINESS DAYS BEFORE YOU DIG TO
HAVE UNDERGROUND UTILITIES LOCATED AND MARKED.



VICINITY MAP

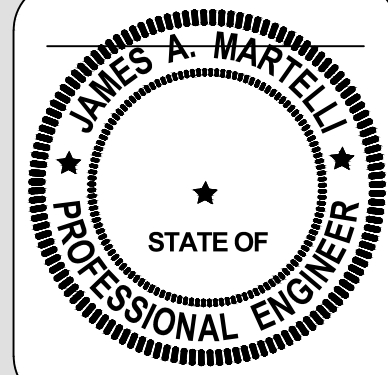
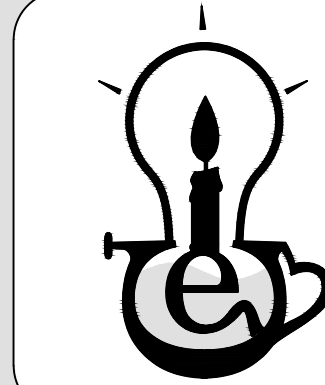
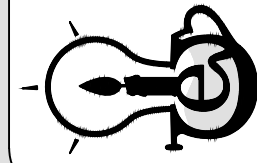
N.T.S

SHEET INDEX

SHEET NUMBER	
C100	
C101	
C102	
C200	
C201	
C202	
C203	
C204	
C205	
C206	

CONSTRUCTION NOTES

- CONTRACTORS SHALL MAINTAIN PUBLIC ACCESS AT ALL TIMES ALONG
- NO PARKING OR UNLOADING OF MATERIALS SHALL OCCUR WITHIN PUBLIC RIGHT-OF-WAY.
- CONTRACTOR SHALL BE RESPONSIBLE AND SHALL REPAIR ANY DAMAGE AT THE CONTRACTOR'S EXPENSE.
- CONTRACTOR SHALL NOT RELOCATE WITHOUT WRITTEN PERMISSION FROM THE
- CONTRACTOR SHALL MARK ALL PEDESTRIAN PATHWAY AFTER THE FINAL ASPHALT IS IN PLACE.
- ALL LANDSCAPING WITHIN THE COUNTY RIGHT-OF-WAY SHALL CONSIST OF DROUGHT TOLERANT SPECIES.
- NOTHING SHALL BE ERECTED, PLACED, TO MATERIALLY IMPEDE VISION MEASURED AT THE CENTERLINE OF THE INTERSECTION FOR CLEAR VISIBILITY TRIANGLE.
- PARTY RESPONSIBLE FOR MONITORING CONSTRUCTION:
- PARTY RESPONSIBLE FOR SUBMITTING AND AS-BUILT CERTIFICATIONS FOR PROJECT:
- MAINTENANCE ENTITY: SOMMERSET NEIGHBORHOOD ASSOCIATION



C:\VEC DROPBOX\PROJECTS\VALS BEACH\CR-30A\SLIP LANE IMPROVEMENTS - CONSTRUCTION VEHICLES\3.ENGINEERING\1.CDS\2.SHEETS\CI100 - GENERAL NOTES.DWG, Calga, 3/11/2025 9:42:34 AM

GENERAL NOTES:

- THE EXACT LOCATION AND ELEVATION OF EXISTING STRUCTURES, UTILITIES, AND PIPING SHALL BE PHYSICALLY VERIFIED IN THE FIELD BY THE CONTRACTOR BEFORE CONSTRUCTION BEGINS. THESE DRAWINGS DO NOT PURPORT TO SHOW IN COMPLETE DETAIL. ALL EXISTING STRUCTURES, UTILITIES, OR PIPING, THE CONTRACTOR SHALL EXAMINE ALL AVAILABLE RECORDS AND MAKE ALL EXPLORATIONS AND EXCAVATIONS AS REQUIRED TO DETERMINE THE LOCATION OF EXISTING STRUCTURES, UTILITIES, AND PIPING, WHENEVER NECESSARY. THE OWNER RESERVES THE RIGHT TO CHANGE LOCATION OF LINES TO AVOID CONFLICT WITH EXISTING STRUCTURES, UTILITIES, OR PIPING.
- THE CONTRACTOR SHALL CHECK PLANS FOR CONFLICTS AND DISCREPANCIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE OWNER OR OWNER'S ENGINEER OF ANY CONFLICT, IN WRITING, BEFORE PERFORMING ANY WORK IN THE AFFECTED AREA. ENGINEER WILL HAVE 7 DAYS TO PROVIDE A RESPONSE.
- THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITIES AND SHALL PROVIDE AT LEAST 48 HOURS NOTICE TO THE VARIOUS UTILITY COMPANIES IN ORDER TO PERMIT MARKING THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES IN ADVANCE OF CONSTRUCTION.
- THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES ABOVE OR BELOW GROUND THAT MAY OCCUR AS A RESULT OF WORK CALLED FOR IN THESE CONTRACT DOCUMENTS. ALL REPAIRS MUST BE MADE TO THE SATISFACTION OF THE RESPECTIVE OWNER.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LEARN, KNOW, AND COMPLY WITH THE REGULATIONS, ORDINANCES, PERMIT AND INSPECTION REQUIREMENTS OF THE VARIOUS GOVERNMENTAL AGENCIES HAVING JURISDICTION. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW AND COMPLY WITH THE CONDITIONS OF THE VARIOUS PERMITS OF THE GOVERNMENTAL AGENCIES. THE CONTRACTOR SHALL SCHEDULE THE REQUIRED INSPECTIONS AND APPROVALS IN ACCORDANCE WITH THE REQUIREMENTS OF THE PERMIT CONDITIONS. THE CONTRACTOR SHALL NOTIFY THE NECESSARY AGENCIES OF CONSTRUCTION COMMENCEMENT.
- ALL SPECIFICATIONS AND DOCUMENTS REFERRED TO SHALL BE OF LATEST ISSUE AND SHALL BE CONSIDERED A PART OF THESE DOCUMENTS BY REFERENCE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SETTING OF CONSTRUCTION STAKES TO MARK THE LOCATION, ALIGNMENT, ELEVATION, AND GRADE OF THE WORK. THE STAKES PROVIDED SHALL BE ADEQUATE IN NUMBER, POSITION, AND ELEVATION SO THAT THE PHYSICAL ITEM CAN BE CONSTRUCTED IN ACCORDANCE WITH THE PLANS. THE CONSTRUCTION LAYOUT SURVEY SHALL MEET THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA (CHAPTER 21HH-6, FLORIDA ADMINISTRATIVE CODE), AND SHALL BE PERFORMED BY A PERSON OF ADEQUATE EXPERTISE. FAILURE TO PERFORM THE CONSTRUCTION STAKEOUT IN ACCORDANCE WITH THE CONSTRUCTION PLANS MAY RESULT IN REMOVAL AND REPLACEMENT OF THE IMPROVEMENTS AT NO EXPENSE TO THE OWNER. CONSTRUCTION LAYOUT INFORMATION HAS BEEN PROVIDED IN THE FORM OF DIMENSIONS AND OFFSETS OBTAINED THROUGH COMPUTER GENERATION. THE INFORMATION IS ADEQUATE FOR THE CONSTRUCTION LAYOUT OF THE IMPROVEMENTS USING STANDARD SURVEYING CONSTRUCTION LAYOUT TECHNIQUES. IN NO CASE SHALL THE CONTRACTOR SCALE INFORMATION FROM THE PLANS OR ATTEMPT TO CONSTRUCT IMPROVEMENTS WITHOUT PERFORMING THE CONSTRUCTION LAYOUT IN ACCORDANCE WITH THE INFORMATION CONTAINED HEREIN.
- THE CONTRACTOR SHALL OBTAIN AND HAVE ONSITE ALL PERMITS PRIOR TO CONSTRUCTION, INCLUDING BUT NOT LIMITED TO, F.D.E.P., F.D.O.T., AND THE LOCAL GOVERNMENT. THE CONTRACTOR SHALL OBTAIN ALL OTHER REQUIRED PERMITS.
- PRIOR TO COMMENCING CONSTRUCTION OR DEMOLITION / LAND CLEARING ACTIVITIES, CONTRACTOR SHALL INSTALL ANY REQUIRED SILT FENCING OR BALED HAY BARRIERS (F.D.O.T. INDEX 102) FOR SILT CONTROL. THERE WILL BE NO DIRECT PAYMENT FOR THIS WORK. COST SHALL BE INCLUDED IN OTHER ITEMS OF WORK. LOCATION SHALL BE AS SHOWN ON THE PLANS OR AS DIRECTED IN THE FIELD.
- DEWATERING: SHOULD LOWERING OF GROUNDWATER BE NECESSARY FOR THE INSTALLATION OF CONCRETE STRUCTURES, WATER MAIN, ETC., OR TO PREVENT LATERAL MOVEMENT OF MATERIAL UNDER CONCRETE ALREADY PLACED, SUCH LOWERING SHALL BE ACCOMPLISHED BY MEANS OF A WELL POINT SYSTEM OR OTHER APPROVED MEANS, AT CONTRACTOR'S EXPENSE. COMPREHENSIVE PLANS FOR DE- WATERING OPERATIONS, IF USED, SHALL BE SUBMITTED BY THE CONTRACTOR PRIOR TO INSTALLATION. DISCHARGE OF GROUNDWATER TO SURFACE WATERS OF THE STATE REQUIRES A PERMIT UNDER F.A.C. 62-621.300(2). CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AN ANALYSIS OF GROUND WATER IN ACCORDANCE WITH THE GENERIC PERMIT FOR THE DISCHARGE OF PRODUCED GROUND WATER FROM ANY NON-CONTAMINATED SITE ACTIVITY - TABLE 1, AND FILING APPROPRIATE NOTIFICATIONS TO THE FDEP INDUSTRIAL WASTEWATER DIVISION.
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION UNLESS OTHERWISE DIRECTED.
- CONTRACTOR SHALL OBTAIN, IF AVAILABLE, AND REVIEW ALL AVAILABLE GEOTECHNICAL REPORTS PRODUCED FOR THE SITE PRIOR TO COMMENCEMENT OF CONSTRUCTION. IF NO GEOTECHNICAL REPORTS ARE AVAILABLE, THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING SITE SOIL CONDITIONS PRIOR TO CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR PROVIDING SIGNED AND SEALED RECORD DRAWINGS SHOWING ALL IMPROVEMENTS CONSTRUCTED UNDER THIS CONTRACT. RECORD DRAWINGS SHALL INCLUDE BOTH ABOVE GROUND AND BURIED UTILITIES INCLUDING ANY EXISTING UTILITIES NOT SHOWN ON THESE PLANS BUT ENCOUNTERED DURING THE CONSTRUCTION PROCESS. RECORD DRAWINGS SHALL BE SIGNED AND SEALED BY A FLORIDA REGISTERED LAND SURVEYOR. CONTRACTOR SHALL CONTACT ENGINEER OF RECORD FOR SPECIFIC REQUIREMENTS.
- CONTRACTOR IS RESPONSIBLE FOR CONTINUATION OF SERVICE TO OCCUPIED BUILDINGS DURING CONSTRUCTION AND REPAIR OR REPLACEMENT OF ANY EXISTING UTILITIES IMPACTED BY CONSTRUCTION.
- IF WELLS ARE ENCOUNTERED ON SITE, THEY SHALL BE ABANDONED BY A FLORIDA CERTIFIED WELL DRILLER USING ABANDONMENT PROCEDURES AND PERMITTING PROCESS OF THE LOCAL WATER MANAGEMENT DISTRICT OR OTHER APPLICABLE REGULATORY AGENCY.
- IF APPLICABLE, ANY WELLS PROPOSED ONSITE, I.E. IRRIGATION, GEOTHERMAL, ETC. SHALL BE PERMITTED APPROPRIATELY THROUGH THE LOCAL WATER MANAGEMENT DISTRICT. PERMITTING IS THE RESPONSIBILITY OF THE CONTRACTOR UNLESS OTHERWISE ARRANGED.
- CONTRACTOR SHALL CALL BEFORE DIGGING TO SUNSHINE 811 OF FLORIDA.
- PRIOR TO COMMENCEMENT OF DEMOLITION AND CONSTRUCTION ACTIVITIES, CONTRACTOR IS TO INSTALL ADEQUATE BARRIERS TO RESTRICT PUBLIC AREAS. IN AREAS WHERE CONSTRUCTION ACTIVITIES ARE DIRECTLY ADJACENT TO HIGH TRAFFIC ROUTES, MAY RESULT IN THE CREATION OF DUST OR PROJECTILES. SOLID BARRIERS (SUCH AS CANVAS OR PLYWOOD) MUST BE USED.

HANDICAP ACCESSIBILITY:

- HANDICAP RAMPS AND CROSSWALKS PER THE LATEST FLORIDA ACCESSIBILITY CODE, A.D.A. AND FDOT STANDARD INDEX #304 ARE REQUIRED AT ALL PEDESTRIAN CROSSING LOCATIONS.

ARCHITECTURAL COORDINATION:

- WHEN APPLICABLE, ARCHITECTURAL PLANS SHALL SUPERSEDE THESE PLANS WITH RESPECT TO ALL BUILDING DIMENSIONS AND BUILDING HARDSCAPE INTERFACE. IN CASE OF CONFLICT AND PRIOR TO CONSTRUCTION, CONTRACTOR IS RESPONSIBLE FOR CONTACTING BOTH THE ENGINEER AND ARCHITECT IMMEDIATELY.

STRUCTURAL COORDINATION:

- WHEN APPLICABLE, CONTRACTOR SHALL REFER TO THE CONSTRUCTION DETAILS AND SPECIFICATIONS OF THE APPLICABLE STRUCTURAL PLANS FOR ALL SITE RETAINING WALLS AND OTHER STRUCTURAL COMPONENTS.

SIGNAGE:

- PROJECT SIGNS SHALL MEET ALL APPLICABLE REQUIREMENTS BASED ON LOCAL SIGN ORDINANCE.
- CONTRACTOR IS RESPONSIBLE FOR SIGN PERMITTING.

DEMOLITION:

- ALL EXISTING CONCRETE, ASPHALT, TREES, STUMPS, AND OTHER DELETERIOUS MATERIAL AS INDICATED ON THE PLANS SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN ACCORDANCE WITH FLORIDA LAWS.
- WHERE PAVEMENT IS TO BE REMOVED AND REPLACED, AS INDICATED ON THE PLANS OR DIRECTED IN THE FIELD, ALL EXISTING MARKINGS AND TRAFFIC LOOPS SHALL ALSO BE REPLACED. THERE WILL BE NO DIRECT PAYMENT FOR THIS WORK. COST SHALL BE INCLUDED IN RELATED ITEMS OF WORK.
- ALL EXISTING PAVEMENT AND DRIVEWAY PAVEMENT TO BE REMOVED SHALL BE SAW CUT.
- REPAIR ALL EXISTING DRIVEWAYS CROSSED BY UTILITY CONSTRUCTION TO MATCH EXISTING CONSTRUCTION.
- CONTRACTOR SHALL TRIM, TACK AND MATCH EXISTING PAVEMENT AT LOCATIONS WHERE NEW PAVEMENT ABUTS.
- ANY DISTURBED MAIL BOXES OR SIGNS MUST BE REINSTALLED TO EXISTING OR ACCEPTABLE CONDITION AT THE CONTRACTOR'S EXPENSE.
- ALL ITEMS NOTED AS "REMOVE AND SALVAGE" ARE TO REMAIN THE PROPERTY OF OWNER. CARE MUST BE TAKEN NOT TO DAMAGE SALVAGED ITEMS. ITEMS ARE TO BE TRANSPORTED TO A STORAGE LOCATION SPECIFIED BY THE OWNER.

SEDIMENTATION AND EROSION CONTROL NOTES:

- CONTRACTOR SHALL STAGE AND TIME CONSTRUCTION TO MINIMIZE THE SIZE OF EXPOSED SOIL AREAS AND THE TIME BETWEEN EXPOSING THE SOIL AREA AND FINISHING THE SOIL AREA.
- AS SOON AS GRADING IS COMPLETE IN AN AREA, THE CONTRACTOR WILL STABILIZE THE SOIL. FOR LONG, NARROW AREAS, THE CONTRACTOR SHALL STABILIZE CONTINUOUSLY DURING GRADING OPERATIONS. ROUGH GRADED AREAS SHOULD BE STABILIZED WITH TEMPORARY EROSION CONTROL. IF FINAL GRADING AND STABILIZATION WILL NOT BE PERFORMED WITHIN FIVE (5) DAYS, FAILURE TO STABILIZE EXPOSED SOIL AREAS IN A TIMELY MANNER AFTER GRADING MAY BE CONSIDERED A VIOLATION OF CHAPTERS 17-3, 17-12, AND/OR 17/25, FLORIDA ADMINISTRATIVE CODE, BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (F.D.E.P.) AND SUBJECT TO CORRECTIVE ACTION, PURSUANT TO SECTION 403.121-403.161 FLORIDA STATUTES.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR PERFORMING A TASK TO PROVIDE EROSION CONTROL UNLESS ANOTHER PARTY HAS BEEN PREVIOUSLY SPECIFIED AS RESPONSIBLE FOR THE EROSION CONTROL ASSOCIATED WITH THAT TASK. IN THE EVENT ANOTHER PARTY IS RESPONSIBLE FOR EROSION CONTROL, THE CONTRACTOR SHALL STILL BE RESPONSIBLE FOR COORDINATION WITH THE PARTY RESPONSIBLE. IN THE EVENT THAT DAMAGE TO THE CONSTRUCTED ITEM RESULTS ARE DUE TO LACK OF EROSION CONTROL, THE CONTRACTOR SHALL REPAIR OR REPLACE THE ITEM AT NO CHARGE TO THE OWNER.
- TEMPORARY EROSION CONTROL SHALL CONSIST OF TEMPORARY GRASS, TEMPORARY MULCH, TEMPORARY SOD, ARTIFICIAL COVERINGS, BALED HAY OR STRAW, SILT FENCES, AND TURBIDITY BARRIERS AS SHOWN ON THE CONSTRUCTION DRAWINGS AND IN ACCORDANCE WITH APPROPRIATE TECHNICAL SPECIFICATIONS. IF TECHNICAL SPECIFICATIONS ARE NOT PROVIDED, THEN TEMPORARY EROSION CONTROL SHALL BE IN ACCORDANCE WITH SECTION 104 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (F.D.O.T.) STANDARD SPECIFICATIONS.
- PERMANENT EROSION CONTROL SHALL CONSIST OF SEED, SEED AND MULCH, HYDRO-SEEDING, SOD, AND/OR ARTIFICIAL COVERINGS AS SHOWN ON THE CONSTRUCTION DRAWINGS AND IN ACCORDANCE WITH TECHNICAL SPECIFICATION SECTIONS 12 AND 13. IF TECHNICAL SPECIFICATIONS ARE NOT PROVIDED THEN PERMANENT EROSION CONTROL SHALL BE IN ACCORDANCE WITH SECTIONS 570 AND 575 OF THE F.D.O.T. STANDARD SPECIFICATIONS. SEED OR GRASS TYPE SHALL MATCH EXISTING OR BE AS SPECIFIED BY OWNER UNLESS NOTED OTHERWISE.
- GRASS BY SEEDING SHALL BE IN ACCORDANCE WITH SECTIONS 104, 570, 981, 982, AND 983 OF F.D.O.T. STANDARD SPECIFICATIONS. THIS SHALL BE USED ONLY IN AREAS SUBJECT TO LIGHT EROSION SUCH AS FLAT AREAS.

- GRASS BY HYDRO-SEEDING SHALL BE IN ACCORDANCE WITH SECTIONS 104, 570, 981, 982, AND 983 OF F.D.O.T. STANDARD SPECIFICATIONS. HYDRO-SEEDING MAY BE USED FOR FLAT AREAS AND SIDE SLOPES WHICH DO NOT EXCEED 4:1. DRAINAGE DITCHES OR LARGE SWALES MUST HAVE ADDITIONAL PROTECTION BESIDES HYDRO-SEEDING.
- GRASS AND MULCH SHALL BE IN ACCORDANCE WITH SECTIONS 104, 570, 981, 982, AND 983 OF F.D.O.T. STANDARD SPECIFICATIONS. GRASS AND MULCH MAY BE USED IN ALL AREAS EXCEPT LARGE SWALES OR DITCHES. MULCH SHALL BE ANCHORED IN ACCORDANCE WITH SECTION 570.
- SOLID SOD SHALL BE IN ACCORDANCE WITH SECTIONS 104, 575, 981, 982, AND 983 OF F.D.O.T. STANDARD SPECIFICATIONS. SOD MAY BE USED IN ALL AREAS FOR SIDE SLOPES GREATER THAN OR EQUAL TO 2:1. SOD SHALL BE STAGGERED SO AS TO AVOID A CONTINUOUS SEAM. IN AREAS WITH SLOPES 4:1 OR STEEPER, EACH PIECE OF SOD SHALL BE PEGGED WITH SOD PEGS. IN DIFFICULT SOIL CONDITIONS WITH STEEP SLOPES, IT MAY BE NECESSARY TO COVER SOD WITH ARTIFICIAL COVERINGS SUCH AS JUTE MESH UNTIL SOD BECOMES ESTABLISHED.
- TEMPORARY EROSION CONTROL BY ARTIFICIAL COVERINGS SHALL CONSIST OF STRAW BLANKETS, COCONUT FIBER BLANKETS, POLYESTER BLANKETS, JUTE MESH, AND DRAINAGE FABRICS. MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. SEEDING SHALL BE INCLUDED IF MATERIAL REQUIRES VEGETATION TO FUNCTION PROPERLY.
- THE CONTRACTOR IS TO PROVIDE EROSION CONTROL/ SEDIMENTATION BARRIER (HAY BALES, SILT FENCE, TURBIDITY BARRIER, OR AS SPECIFIED IN THE CONSTRUCTION DRAWINGS) TO PREVENT SILTATION OF ADJACENT PROPERTY, STREETS, STORM SEWERS, WATERWAYS, AND WETLAND OR JURISDICTIONAL AREAS. IF, IN THE OPINION OF THE ENGINEER, AND/OR REGULATORY AUTHORITIES, EXCESSIVE QUANTITIES OF MATERIAL ARE TRANSPORTED OFF- SITE BY EROSION OR STORMWATER RUNOFF, THE CONTRACTOR SHALL IMPROVE CONDITIONS TO THE SATISFACTION OF THE ENGINEER AND/OR AUTHORITIES. IN NO CASE SHALL CONSTRUCTION COMMENCE PRIOR TO INSTALLATION OF EROSION CONTROL/SEDIMENTATION BARRIER.
- CONTRACTOR SHALL PLACE STRAW, MULCH, OR OTHER SUITABLE MATERIAL ON GROUND IN ADDITION TO COARSE AGGREGATE IN AREAS WHERE CON- STRUCTION-RELATED TRAFFIC IS TO ENTER AND EXIT SITE.
- IF WIND EROSION BECOMES SIGNIFICANT DURING CONSTRUCTION, THE CONTRACTOR SHALL STABILIZE THE AREA USING SPRINKLING IRRIGATION OR OTHER ACCEPTABLE METHODS.
- ALL DISTURBED AREAS NOT PAVED, SODDED OR OTHERWISE LANDSCAPED SHALL BE SEEDED, FERTILIZED AND MULCHED PER FDOT SPECIFICATIONS, SECTION 570. SEEDING RATE AND MIX SHALL COMPLY WITH THE SEEDING RATE TABLE OFF DOT STANDARD INDEX 105.
- CONTRACTOR SHALL SOD ALL SLOPES 4:1 AND STEEPER IMMEDIATELY AFTER CONSTRUCTION UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
- ALL EXCAVATED SOILS SHALL BE STOCKPILED IN LOCATION(S) INDICATED ON PLANS IF SHOWN. APPROPRIATE SEDIMENTATION AND EROSION CONTROLS SHALL BE INSTALLED AROUND THE STOCKPILE.

MAINTENANCE:

- THE CONTRACTOR SHALL PROVIDE ROUTINE MAINTENANCE OF PERMANENT AND TEMPORARY EROSION CONTROL FEATURES IN ACCORDANCE WITH TECHNICAL SPECIFICATIONS SECTION 10, 12, AND 13 UNTIL THE PROJECT IS COMPLETED AND ACCEPTED. IF TECHNICAL SPECIFICATIONS ARE NOT PROVIDED, THEN MAINTENANCE SHALL BE IN ACCORDANCE WITH SECTION 104 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (F.D.O.T.) STANDARD SPECIFICATIONS.
- SILT FENCES AND TURBIDITY BARRIERS SHALL BE CHECKED DAILY FOR EFFECTIVENESS, BREACHES, AND ROUTINE MAINTENANCE.
- ALL DISTURBED AREAS TO BE PERMANENTLY GRASSED AND RETENTION AREAS TO BE SODDED.

SITE GEOMETRY NOTES:

- ALL BUILDING DIMENSIONS ARE TO THE FACE OF BUILDING UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS ALONG CURB LINES ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED.

GENERAL UTILITY NOTES:

- ALL UTILITIES MUST BE INSTALLED PRIOR TO THE CONSTRUCTION OF CURB, BASE AND PAVEMENT. APPROVAL BY LOCAL AUTHORITY MUST BE OBTAINED PRIOR TO FURTHER CONSTRUCTION.
- CONTRACTOR IS TO PROVIDE A SITE ELECTRICAL PLAN TO OWNER AND ENGINEER PRIOR TO COMMENCEMENT OF CONSTRUCTION (EXCLUDING DEMOLITION). CONDUITS FOR ELECTRICAL WORK IN CIVIL PLANS ARE ONLY TO NOTE AN INTENT TO SERVE SPECIFIC AREAS. SITE ELECTRICAL PLAN SHOULD BE DEVELOPED IN COORDINATION WITH OWNER TO ANTICIPATE DEMAND AND ASSURE SUCH WORK MEETS APPLICABLE CODES.
- SITE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH LIGHTING, IRRIGATION AND ELECTRICAL CONTRACTORS REGARDING REQUIRED CONDUITS.
- PIPE LENGTHS SHOWN ARE FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE. PIPE LENGTHS ARE MEASURED IN LINEAR FEET (NOTED AS LF).
- ALL MANHOLES, INLETS AND CLEANOUTS SUBJECT TO VEHICULAR LOADING, INCLUDING THOSE AREAS REQUIRING FUTURE MAINTENANCE, SHALL HAVE TRAFFIC BEARING (HS-20) RINGS, COVERS, GRATES, ETC.
- ALL STORM INLETS EQUAL TO OR GREATER THAN 5' DEEP SHALL BE EQUIPPED WITH ACCESS RUNGS.
- ALL STORM SEWER STUB-OUTS TO BE CLOSED W/ MASONRY SEAL AT THE STUB END.
- ALL STORMWATER DRAIN PIPE JOINTS WITHIN 6 FEET OF PAVING SHALL BE WRAPPED WITH FDOT APPROVED FABRIC UNLESS OTHERWISE NOTED OR STATED BY THE ENGINEERS.
- WATER AND WASTEWATER CONSTRUCTION SHALL BE IN ACCORDANCE WITH LOCAL AUTHORITY SPECIFICATIONS, UNLESS OTHERWISE SHOWN ON PLANS.
- A MINIMUM 18" COVER IS REQUIRED ON ALL PROPOSED WATER AND SANITARY LINES AND SERVICES FROM FINISHED GRADES, INCLUDING SWALES AND STORMWATER RETENTION / DETENTION AREAS.
- POTABLE WATER MAINS, SERVICES AND VALVES SHALL BE MARKED BY INSTALLATION OF NO. 14 COPPER INSULATED TRACER WIRE IN TRENCH ABOVE PIPE. TRACER WIRE SHALL BE INSTALLED THROUGHOUT THE ENTIRE SYSTEM.
- CONTRACTOR SHALL INSTALL SANITARY SEWER MAINS AT UNIFORM SLOPE BETWEEN MANHOLES SPECIFIED ON THE UTILITY PLAN. ALIGNMENT OF PIPE BETWEEN MANHOLES SHALL BE STRAIGHT.
- FIRE HYDRANTS SHALL BE PAINTED CHROME YELLOW (SAFETY YELLOW) PER NFPA-291.
- LEAKAGE TESTS SHALL BE PERFORMED ON ALL SEWER PIPES AND MANHOLES.
 - SEWER PIPES SHALL BE TESTED BY EITHER INFILTRATION OR EXFILTRATION, AS APPROPRIATE. SO THAT TEST IS PERFORMED WITH A MINIMUM POSITIVE HEAD OF 2 FEET, TEST DURATION SHALL BE A MINIMUM OF 2 HOURS DURATION AND MAXIMUM ALLOWABLE LEAKAGE (IN OR OUT OF PIPE) SHALL NOT EXCEED 200 GALLONS PER INCH OF PIPE DIAMETER PER MILE PER DAY [EQUIVALENT TO 0.157 GALLONS PER INCH DIAMETER PER 100 FEET OF PIPE PER HOUR].
 - MANHOLES SHALL BE TESTED BY PLUGGING LINES IN / OUT OF THE MANHOLE AND FILLING MANHOLE TO RIM WITH WATER. AFTER ALLOWING WATER TO STABILIZE FOR ONE HOUR, CONTRACTOR SHALL FILL THE MANHOLE AGAIN, THEN CHECK WATER LEVEL AFTER TWO HOURS. A DROP IN WATER LEVEL OF ONE INCH (1") PER FOOT OF MANHOLE DEPTH PER HOUR IS CONSIDERED ACCEPTABLE.
- IF PIPING OR MANHOLE FAIL LEAKAGE TESTS, CONTRACTOR SHALL TAKE CORRECTIVE ACTION TO RESEAL AND THEN RETEST.
- HYDROSTATIC TESTING OF WATER MAINS AND APPURTENANCES SHALL CONSIST OF BOTH PRESSURE AND LEAKAGE TESTS OF 2 HOUR DURATION EACH AT 150 PSIG.
- PRESSURE TESTS WILL BE CONDUCTED WITH A PRESSURE LOSS OF NOT MORE THAN 2 PSIG REGARDLESS OF PIPE LENGTH TESTED.
- LEAKAGE TESTS WILL BE CONDUCTED AFTER PRESSURE TESTS. PIPE INSTALLATION WILL NOT BE ACCEPTED IF LEAKAGE IS GREATER THAN DETERMINED BY THE FOLLOWING FORMULA FROM ANSI/AWWA C-600-LATEST; L=(SD(P)/J)133200 WHERE L = ALLOWABLE LEAKAGE IN GALLONS PER HOUR; S = LENGTH OF PIPELINE TESTED IN FEET; D = NOMINAL DIAMETER OF PIPE IN INCHES; P = AVERAGE PRESSURE DURING LEAKAGE TEST IN PSIG.
- IF LEAKAGE IS GREATER THAN SPECIFIED LIMIT, CONTRACTOR SHALL TAKE CORRECTIVE ACTION TO LOCATED AND REPAIR DEFECTIVE MATERIAL. VISIBLE LEAKS WILL BE CORRECTED REGARDLESS OF TOTAL LEAKAGE.
- ALL WATER PIPES AND FITINGS WILL BE THOROUGHLY DISINFECTED PRIOR TO BEING PLACED INTO SERVICE. DISINFECTION WILL FOLLOW APPLICABLE PROVISIONS OF PROCEDURES ESTABLISHED IN AWWA C-651-LATEST, RULE 62-555.345, F.A.C. AND WILL BE IN ACCORDANCE WITH BOTH STATE AND LOCAL REQUIREMENTS.
- WHERE IT BECOMES NECESSARY TO TEMPORARILY REMOVE, REPOSITION, OR SUPPORT EXISTING FACILITIES, UTILITY POLES, ETC. THIS WORK SHALL BE PERFORMED AT THE CONTRACTOR'S EXPENSE AND IN ACCORDANCE WITH REQUIREMENTS OF THE OWNER. OF THE EXISTING FACILITY, UTILITY POLE, ETC. THE CONTRACTOR SHALL GIVE PROPER NOTICE TO THE UTILITIES. THE CONTRACTOR SHALL PHYSICALLY EXAMINE THE ENTIRE PROJECT SITE AND INFORM HIMSELF FULLY IN REGARD TO ALL CONDITIONS PERTAINING TO THE PLACE WHERE THE WORK IS TO BE PERFORMED FOR PURPOSE OF DETERMINING HIS COST TO PERFORM THE WORK.
- THE CONTRACTOR SHOULD PAY SPECIAL ATTENTION TO AREAS INVOLVING CLEARING AND GRUBBING, EXISTING FACILITIES REMOVAL AND REPLACEMENT, SUPPORT ON RELOCATION, AND WORK INVOLVED IN WETLAND AREAS, WHERE IT IS NECESSARY TO CROSS OVER OR UNDER EXISTING FACILITIES. A MINIMUM OF 6' CLEARANCE SHALL BE PROVIDED BETWEEN THE NEW AND EXISTING UTILITY. IT MAY BE NECESSARY AT SUCH LOCATIONS TO PROVIDE DUCTILE IRON PIPE FOR THE NEW UTILITY AND/OR SUPPORT AS SHOWN IN THE PLANS. THIS WORK WILL BE AS DIRECTED IN THE FIELD OR SHOWN ON THE PLANS AND SHALL BE PAID FOR UNDER THE UNIT PRICES BID FOR THE VARIOUS SIZES AND TYPES OF PIPE. THERE SHALL BE NO ADDITIONAL COMPENSATION FOR EXTRA DEPTH REQUIRED TO CROSS UNDER EXISTING FACILITIES.
- WHEN PIPE DEFLECTION IS USED TO CHANGE ALIGNMENT ON GRADE OF PRESSURE PIPE, DEFLECTION SHALL NOT EXCEED 50% OF THE MANUFACTURER'S MAXIMUM RECOMMENDED DEFLECTION. IT SHALL BE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE AND SCHEDULE THE ACTIVITIES OF THE UTILITY COMPANIES INCLUDING BUT NOT LIMITED TO TV, TELEPHONE, GAS, POWER, ETC., AND PROVIDE IN ACCORDANCE WITH THE UTILITY COMPANY ANY NECESSARY CONDUITS FOR CROSSINGS UNDER PAVEMENT. NO ADDITIONAL COMPENSATION SHALL BE PROVIDED FOR THIS SERVICE.
- ANY DAMAGE CAUSED BY THE UTILITY COMPANY TO THE IMPROVEMENTS OF THE CONTRACTOR SHALL BE REPAIRED IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT REPAIRS ARE PERFORMED, EITHER BY THE CONTRACTOR OR THE UTILITY COMPANY AT NO COST TO THE OWNER.

STORMWATER MANAGEMENT NOTES:

- JUNCTION BOXES OUTSIDE THE RIGHT OF WAY MUST BE CAST IRON CAPABLE OF HANDLING LIVE LOADS AND BE CAST WITH "STORM" ON THE COVER.

PAVING, GRADING & EARTHWORK NOTES:

- IN EXCAVATING STREETS AND DRIVEWAYS THAT HAVE BEEN SURFACED WITH SAND-CLAY, CLAY GRAVEL, OR OTHER BASE COURSE, SUCH BASE MATERIALS SHALL BE EITHER STOCKPILED AND KEPT SEPARATE FROM THE EARTH EXCAVATED OR THE CONTRACTOR SHALL, AT HIS EXPENSE, PROVIDE NEW BASE OF LIKE KIND AND EQUAL QUALITY.
- CONTRACTOR MUST SALVAGE EXISTING TOP SOIL WITHIN PROJECT SITE OR REPLACE AT HIS OWN EXPENSE.
- ANY DEFICIENCY IN THE QUANTITY OF MATERIAL FOR BACKFILLING THE TRENCHES, OR FOR FILLING DEPRESSIONS CAUSED BY SETTLEMENT, SHALL BE SUPPLIED BY THE CONTRACTOR AT NO COST TO THE OWNER. THIS ALSO APPLIES TO BASE COURSE UNDER PAVED STREETS.

- CONTRACTOR SHALL CLEAR AND GRUB ONLY THOSE PORTIONS THE REMOVAL OF ALL DELETERIOUS MATERIAL INCLUDING TREES, ROOTS, TOPSOIL, ETC.
- ORGANIC, UNSUITABLE SOILS BENEATH THE PAVED AREAS SHALL THAN 1.5% BY DRY WEIGHT IS FINER THAN THE NUMBER 200 DELETERIOUS MATTER.
- THE PAVEMENT SUBGRADE SHOULD BE STABILIZED TO A MINIMUM AS CALLED OUT ON THE PLANS, OR OTHER MATERIAL APPROVED SUBGRADE SHALL BE BY A HEAVY VIBRATORY ROLLER (MINIMUM BETWEEN PASSES. THE VIBRATORY ROLLER SHOULD ALSO FREQUENCY OF THE SOILS.
- ALL WASTE MATERIAL SHALL BE DISPOSED OF OFFSITE IN ACCORDANCE WITH APPLICABLE REGULATIONS.
- PROPOSED SPOT ELEVATIONS REPRESENT FLOW LINE OF CURB NOTED ON DRAWINGS.
- CONTRACTOR TO PROVIDE 1/2" TO 1" BITUMINOUS EXPANSION (BUILDINGS, OTHER POURED CONCRETE, ETC.) EXCEPT ASPHALT.
- CONTRACTOR SHALL TRIM, TACK AND MATCH EXISTING PAVEMENT AT LOCATIONS WHERE NEW PAVEMENT ABUTS.
- TESTING REQUIREMENTS SHALL BE IN ACCORDANCE WITH GOVERNMENT OR REGULATORY AGENCY, WHICHEVER IS MORE RESPONSIBILITY OF THE CONTRACTOR. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE AND SCHEDULE ALL TESTS.
- ACCEPTANCE TESTING FOR NEW PAVEMENT, IF APPLICABLE, OPERATED WHILE THE PAVEMENT IS STILL HOT. ALL DEFICIENCIES STANDARD SPECIFICATION 330.
- AT THE OPTION OF THE OWNER, THE CONTRACTOR SHALL PONDED AREAS SHALL BE CORRECTED IN ACCORDANCE WITH F.D.O.T. STANDARD SPECIFICATION 330.

TRAFFIC, SIGNAGE & STRIPING NOTES:

- IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO CONSTRUCTION ACTIVITIES UNLESS APPROVED BY THE OWNER. ADDITION, THE CONTRACTOR SHALL COOPERATE WITH LOCAL HOURS AND SHALL ASSIST AT ALL TIMES WHEN VEHICLES EXPERIENCE TROUBLE DUE TO CONSTRUCTION ACTIVITIES.
- THE CONTRACTOR SHALL INSTALL ALL TEMPORARY TRAFFIC DUE TO CONSTRUCTION ACTIVITIES IN ACCORDANCE WITH ADMINISTRATION MANUAL ON UNIFORM TRAFFIC CONTROL MORE STRINGENT.
- ALL STRIPING IN THE FLORIDA STATE RIGHT-OF-WAY IS TO BE THERMOPLASTIC.

POLLUTION CONTROL:

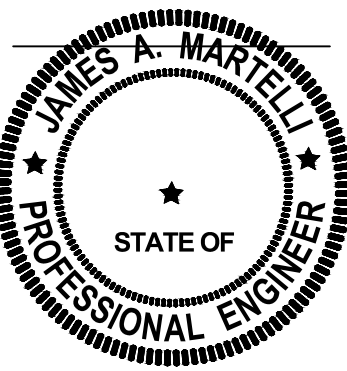
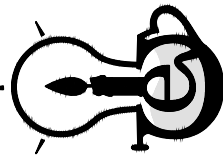
- POLLUTION CONTROL MEASURES FOR THE SITE INCLUDE PROPER FROM EGRESS, SANITARY SEWAGE DISPOSAL AND ON-SITE ON SITE.
 - WASTE DISPOSAL: SOLID MATERIALS, INCLUDING BUILDING APPROPRIATE LANDFILL, AND SHALL NOT BE DISCHARGED CLEANUP AND DISPOSAL OF ALL WASTE MATERIALS (SOLID FEDERAL REQUIREMENTS. ALL DISPOSAL SHALL BE TO APPROVED THE CORRECT PROCEDURE FOR WASTE DISPOSAL. NOTICES LOCATION, THE INDIVIDUAL WHO MANAGES THE DAY-TO-DAY FOLLOWED.
 - OFF-SITE VEHICLE TRACKING: OFF-SITE VEHICLE TRACKING OR ELIMINATED TO THE MAXIMUM EXTENT PRACTICAL. A TRACKING OF SEDIMENTS. THE PAVED STREET ADJACENT DIRT, OR ROCK TRACKED FROM THE SITE. DUMP TRUCKS TARPULIN ON AN AS NEEDED BASIS. A CONCRETE TRUCK THE SITE ENTRANCE. WASHOUT SHALL BE CONTAINED WITHIN OR NON-DISTURBED AREAS.
 - SANITARY WASTE: AS SITE CONDITIONS WARRANT, ALL UNIT(S) COLLECTED AT A MINIMUM OF ONCE PER WEEK MANAGEMENT CONTRACTOR, OR WITH A MANAGEMENT FACILITY.
 - SPILL REMEDIATION MANAGEMENT PRACTICES: THE FOLLOWING RISK OF SPILLS OR OTHER ACCIDENTAL EXPOSURE OF MATERIALS AND SUBSTANCES, AS WELL AS A CLEANUP PLAN IF NECESSARY.

RISK REDUCTION: PETROLEUM, FERTILIZERS AND PAINT PRODUCTS

 - AN EFFORT WILL BE MADE TO STORE ONLY ENOUGH PRODUCT REQUIRED TO DO THE JOB.
 - PRODUCTS WILL BE STORED IN THEIR ORIGINAL CONTAINERS GROUND IN SECURELY FASTENED LIDS.
 - SUBSTANCES WILL NOT BE MIXED WITH ONE ANOTHER UNLESS RECOMMENDED BY THE MANUFACTURER.
 - WHENEVER POSSIBLE, ALL OF A PRODUCT WILL BE USED BEFORE DISPOSING OF THE CONTAINER.
 - MANUFACTURER'S RECOMMENDATIONS FOR PROPER USE AND DISPOSAL WILL BE FOLLOWED.
 - THE SITE SUPERINTENDENT WILL INSPECT DAILY TO ENSURE PROPER USE AND DISPOSAL OF MATERIALS.
 - ORIGINAL LABELS AND MATERIAL SAFETY DATA SHEETS (MSDS) WILL BE RETAINED.
 - IF SURPLUS PRODUCT MUST BE DISPOSED OF, MANUFACTURERS BE FOLLOWED.
 - ALL ON-SITE VEHICLES WILL BE MONITORED FOR LEAKS LEAKAGE.
 - ALL PRODUCTS SHALL BE STORED AND USED IN AN AREA AN AREA WITH THE LEAST FORESEEABLE IMPACT IF A RESTRICTED TO EMPLOYEES ONLY.
 - FERTILIZERS USED WILL BE APPLIED ONLY IN MINIMUM BE WORKED INTO THE SOIL TO LIMIT EXPOSURE TO TRANSFERRED TO A SEALABLE PLASTIC BIN TO AVOID SPILLS.
 - KEEP FLAMMABLE LIQUIDS IN CLOSED CONTAINERS WHEN NOT IN USE.
 - USE PROPER RECEPACLES TO DISPOSE OF CONTAMINATED AND/OR LOCAL REGULATIONS.
 - DO NOT DUMP PETROLEUM PRODUCT WASTE, PESTICIDES, DRAINAGE CHANNELS.
 - PREVENT SPILLS OF PETROLEUM PRODUCTS FROM OCCURRING EQUIPMENT MAINTAINED.
 - USE SPILL PROOF CONTAINERS AND FUNNELS WHEN TRANSFERRING FLUIDS FROM ONE CONTAINER TO ANOTHER.
 - POST INFORMATIONAL MATERIALS REGARDING CHEMICAL CONTROL.

SPILL CONTROL PLAN: THE FOLLOWING PRACTICES WILL BE FOLLOWED FOR SPILL PREVENTION AND CLEANUP:

- EMERGENCY CONTACT NUMBERS FOR SPILLS SHALL BE AVAILABLE ON-SITE.
- MANUFACTURERS' RECOMMENDED METHODS FOR SPILL CLEANUP WILL BE ON SITE.
- MATERIALS AND EQUIPMENT NECESSARY FOR SPILL CLEANUP SHALL BE AVAILABLE ON-SITE.
- ALL SPILLS WILL BE CLEANED UP IMMEDIATELY AFTER DISCOVERY.
- KEEP TRAINED STAFF IN SPILL RESPONSE ON CALL.
- THE SPILL AREA WILL BE KEPT WELL VENTILATED AND PERSONNEL CONTACT WITH A HAZARDOUS SUBSTANCE.
- SPILLS OF TOXIC OR HAZARDOUS MATERIAL WILL REGARDLESS OF THE SIZE.
- THE SPILL PREVENTION PLAN WILL BE ADJUSTED TO INCLUDE CLEAN UP THE SPILL IF THERE IS ANOTHER ONE. A DESCRIPTION INCLUDED.
- THE FOLLOWING MATERIALS OR SUBSTANCES ARE ANTICIPATED GRADED AGGREGATE BASE AND OTHER AGGREGATES; DETERGENTS; PETROLEUM BASED PRODUCTS; CLEANING SOLVENTS; WOOD; MASONRY BLOCK; ROOFING SHINGLES.
- ALL PETROLEUM PRODUCTS SHALL BE STORED AND USED LOCATED IN AN AREA WITH THE LEAST FORESEEABLE IMPACT PROCEDURES FOR SPILLS SHALL BE AVAILABLE ON-SITE.
- WASTE DISPOSAL: SOLID MATERIALS, INCLUDING BUILDING MATERIALS WATERS OF THE STATE FROM THE CONSTRUCTION SITE.
- ALL POTENTIAL POLLUTION SOURCES WILL BE IDENTIFIED, INCLUDING OTHER POLLUTANTS WHICH HAVE THE POTENTIAL TO BE EXPOSED BE IMPLEMENTED TO ENSURE THE REDUCTION OF THESE POLLUTANTS IN STORM WATER DISCHARGES.



1. TESTING REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE TESTING SCHEDULE CONTAINED WITHIN THESE PLANS OR PER APPLICABLE LOCAL GOVERNMENT OR REGULATORY AGENCY, WHICHEVER IS MORE STRINGENT. SELECTION AND CONTRACTING WITH THE TESTING FIRMS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE AND SCHEDULE ALL TESTS.
2. COPIES OF THE TEST REPORTS FOR ASPHALT, BASE, SUBGRADE, FILL AND BACKFILL UNDER ROADWAYS AND STRUCTURES, AND UTILITY TRENCHES SHALL BE PROVIDED DIRECTLY TO THE ENGINEER FOR APPROVAL. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE TESTING AND INSURE THAT INSUFFICIENT TESTS ARE NOT FAILED, AND THAT THERE IS NO FAILURE OF THE TESTS AT ANY TIME. THE CONTRACTOR SHALL REQUIRE THE REMOVAL OF THE IMPROPER MATERIAL AND REPLACEMENT BY THE CONTRACTOR. NO ADDITIONAL COST TO THE OWNER. IT SHOULD BE NOTED THAT THE APPLICABLE LOCAL GOVERNMENT MAY REQUIRE COMPACTION TESTING IN ACCORDANCE WITH THE TESTING SCHEDULE FOR UTILITY TRENCH FILL AND BACKFILL OR ACCORDING TO THE LOCAL GOVERNMENTAL STANDARDS, WHICHEVER IS MORE STRINGENT.

ABBREVIATIONS:	
ABB.	DESCRIPTION
N	NORTH
S	SOUTH
E	EAST
W	WEST
SF	SQUARE FOOT
LF	LINEAR FOOT
AC	ACRE
L1	LINE & NUMBER TO LINE TABLE
C1	CURVE & NUMBER TO LINE TABLE
LB	BUSINESS LICENSE
ID	IDENTIFICATION
NAVD	NORTH AMERICAN VERTICAL DATUM OF 1988
NAD83	NORTH AMERICAN DATUM OF 1983
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
EL/ELEV	ELEVATION
±	MORE OR LESS
'	MINUTES WHEN USED IN BEARING OR ANGLE
'	FEET OF DECIMAL THEREOF WHEN USED IN DIMENSION

ABB.	DESCRIPTION
"	SECONDS WHEN USED IN BEARING OR ANGLE
"	INCHES OF DECIMAL THEREOF WHEN USED IN DIMENSION
°	DEGREE
HDPE	HIGH DENSITY POLYETHYLENE
RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
EOP	EDGE OF PAVEMENT
FOC	FACE OF CURB
BOC	BACK OF CURB
R	RADIUS
TC	TOP OF CURB
BC	BOTTOM OF CURB
TW	TOP OF WALL
BW	BOTTOM OF WALL
INV	INVERT
CO	CLEANOUT
SSMH	SANITARY SEWER MANHOLE
STMH	STORM MANHOLE
YI	YARD INLET

LINE/TYPE DESCRIPTION	LINE/TYPE
CABLE TELEVISION	CATV CATV CATV CATV CATV CATV CATV CATV CATV
COMMUNICATION	C C C C C C C C C
OVERHEAD ELECTRIC	OE OE OE OE OE OE OE OE OE
UNDERGROUND ELECTRIC	UE UE UE UE UE UE UE UE UE
FIBER OPTIC LINE	FO FO FO FO FO FO FO FO FO
GAS MAIN	GAS GAS GAS GAS GAS GAS GAS GAS GAS
IRRIGATION LINE	IR IR IR IR IR IR IR IR IR
PROPERTY BOUNDARY	
BUFFER	
EASEMENT	
PROPERTY LOT LINE	
PRESERVATION	
RIGHT-OF-WAY	
SETBACK	
BUILDING OUTLINE	
BUILDING OVERHANG	
WETLAND BUFFER	
EDGE OF PAVEMENT	
BACK OF CURB	
FACE OF CURB	
RECLAIM WATER MAIN	RC RC RC RC RC RC RC RC RC
CENTERLINE	
FORCE MAIN	FM FM FM FM FM FM FM FM FM
SANITARY SEWER MAIN	SS SS SS SS SS SS SS SS SS
BARBED WIRE FENCE	X X X X X X X X X
CHAIN LINK FENCE	
WOOD FENCE	
WOVEN FENCE	
MAJOR CONTOUR	
MINOR CONTOUR	
POTABLE WATER MAIN	W W W W W W W W W
FIRE LINE	F F F F F F F F F
STORM PIPE	
STORM POND OUTLINE	
LEFT OFFSET (PROFILE)	L L L L L L L L L
RIGHT OFFSET (PROFILE)	R R R R R R R R R
GRADE (PROFILE)	
SAMPLE/SECTION LINE	
SINGLE ROW SILT FENCE	SF SF SF SF SF SF SF SF SF
DOUBLE ROW SILT FENCE	SF SF SF SF SF SF SF SF SF
HEAVY DUTY SILT FENCE	HDSF HDSF HDSF HDSF HDSF HDSF HDSF HDSF
TREE PROTECTION	TP TP TP TP TP TP TP TP TP
LIMITS OF CLEARING	
LIMITS OF CONSTRUCTION	

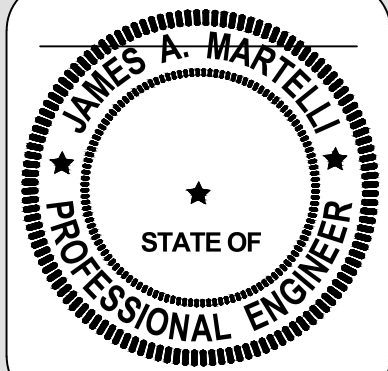
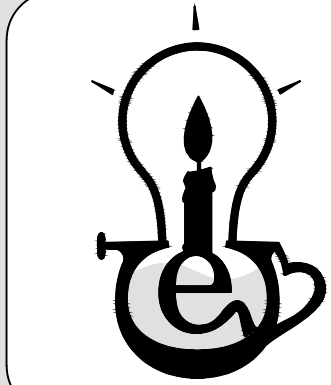
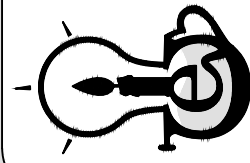
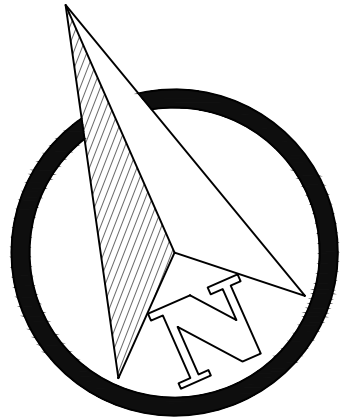
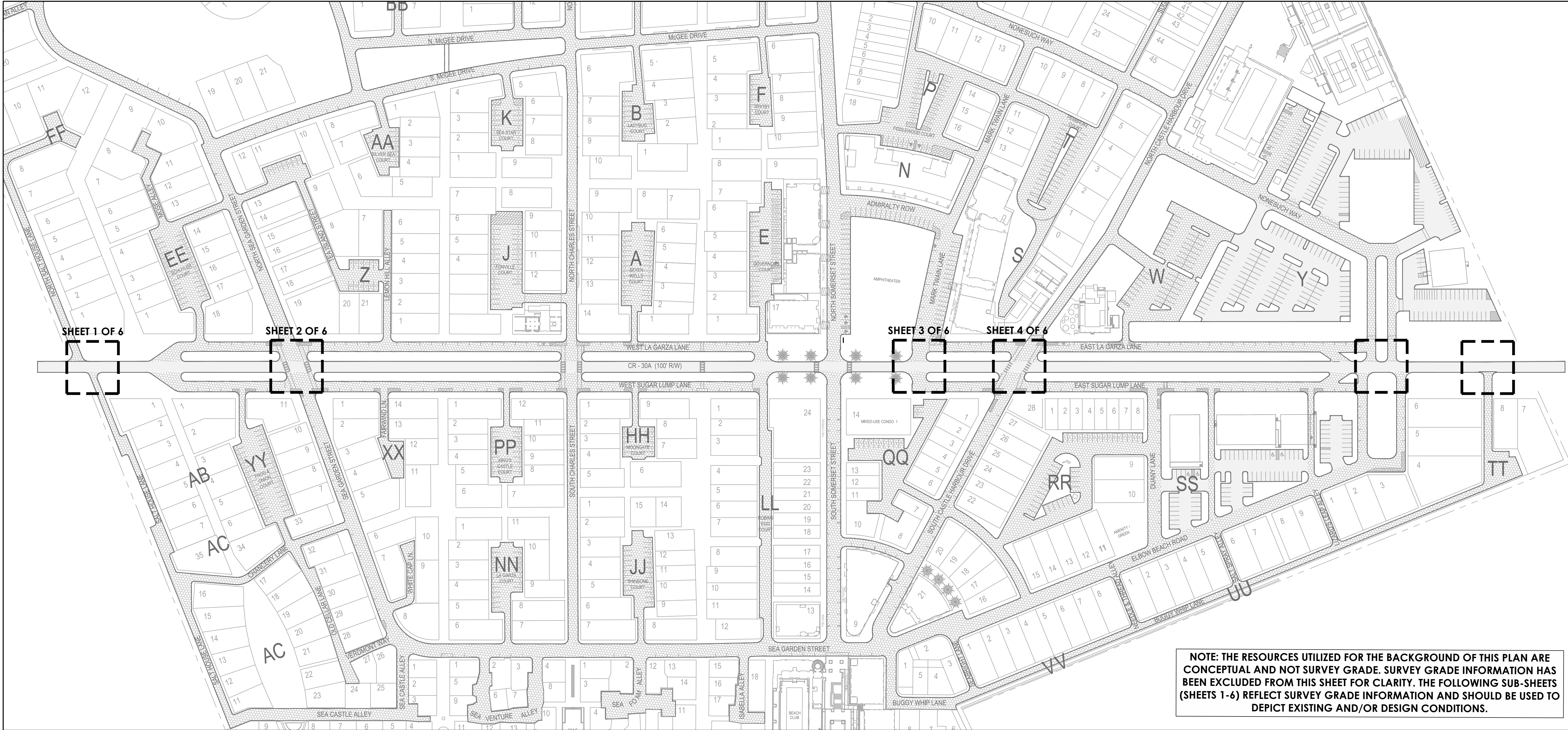
HATCH DESCRIPTION	HATCH
ASHPALT	
CONCRETE	
GRAVEL	
PAVERS	

HATCH DESCRIPTION	HATCH
SHELL	
WETLAND / CONSERVATION	
BUILDING	
RIP RAP / EXFILTRATION	

[illegible]

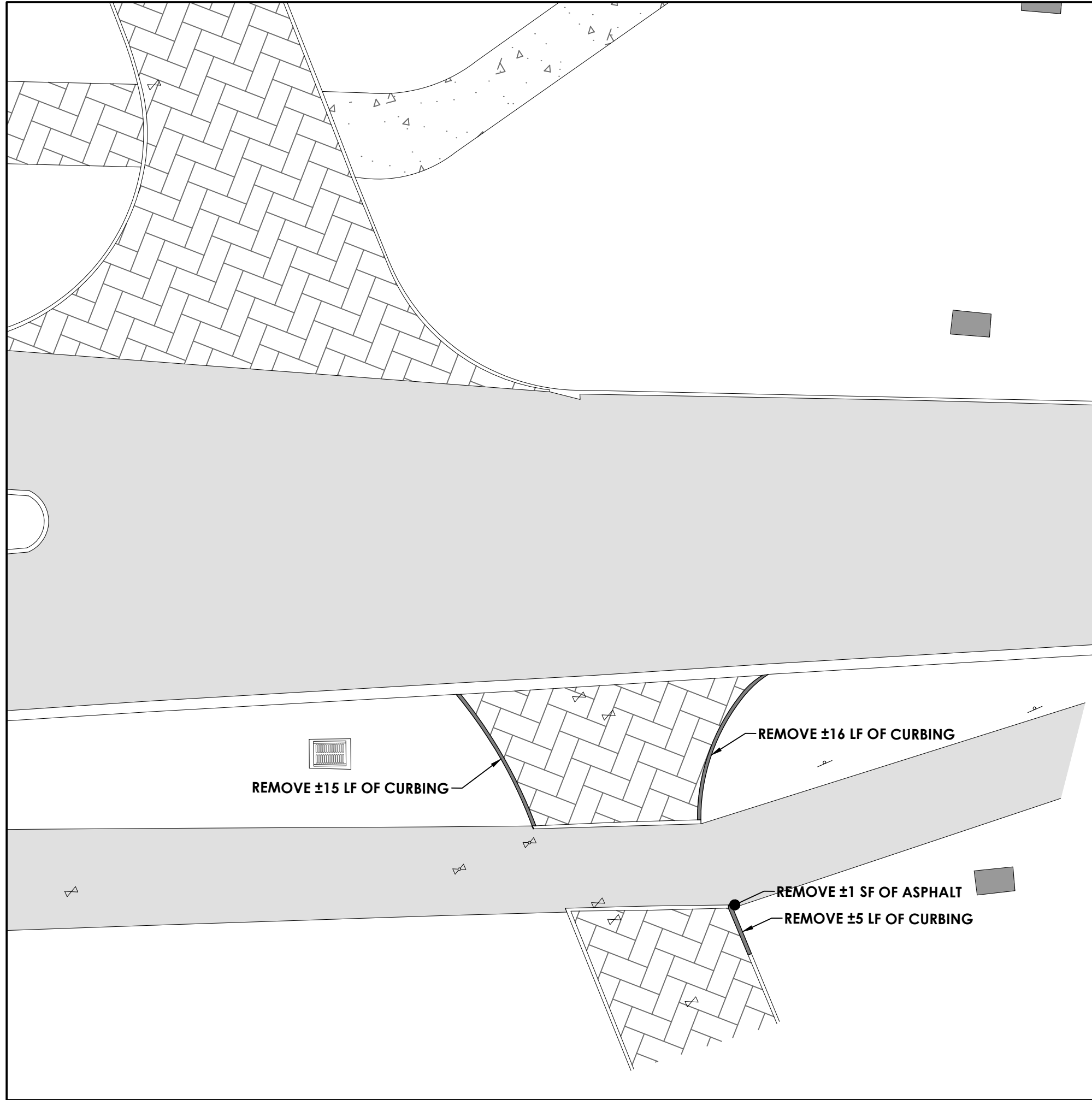
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DEMILITION PLAN

(SCALE: 1" = 10')

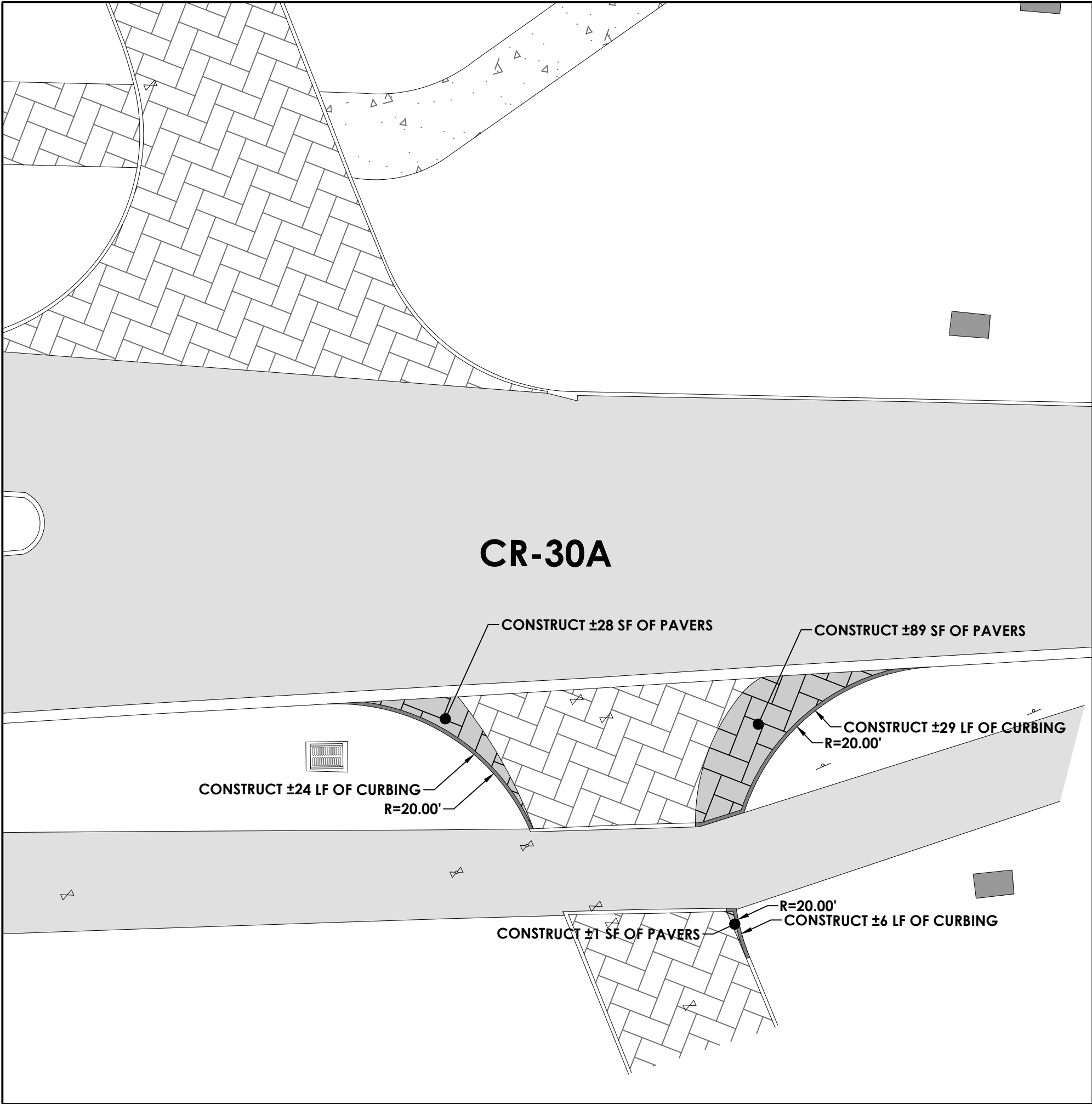


DEMOLITION & EROSION CONTROL NOTES

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SITE GEOMETRY PLAN

(SCALE: 1" = 10')



SITE GEOMETRY NOTES

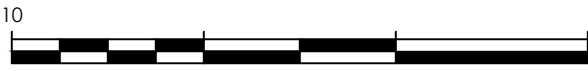
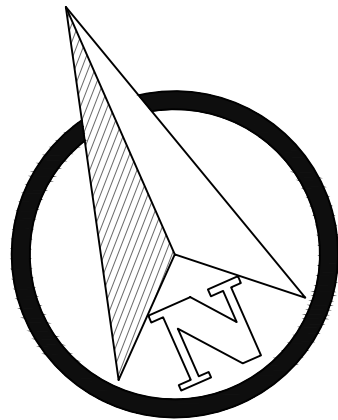
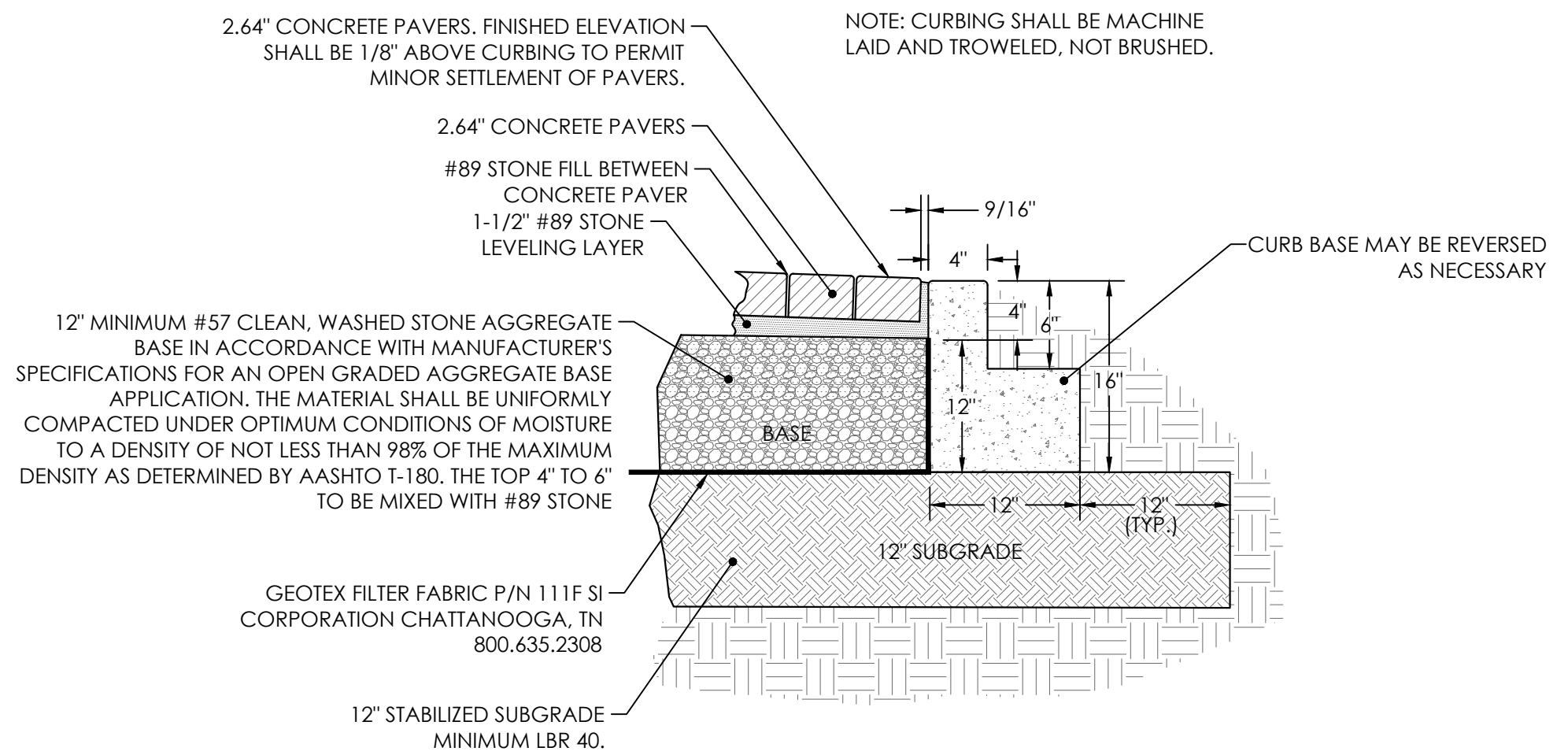
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GRADING & DRAINAGE PLAN



GRADING & DRAINAGE NOTES

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CONTRACTOR SHALL IDENTIFY ANY UNDERGROUND CONFLICTS PRIOR TO CONSTRUCTION AND TO NOTIFY ENGINEER OF ANY NEEDED ADJUSTMENTS FOR APPROVAL

4" RIBBON CURB DETAIL (PAVER TO CURB INTERFACE)

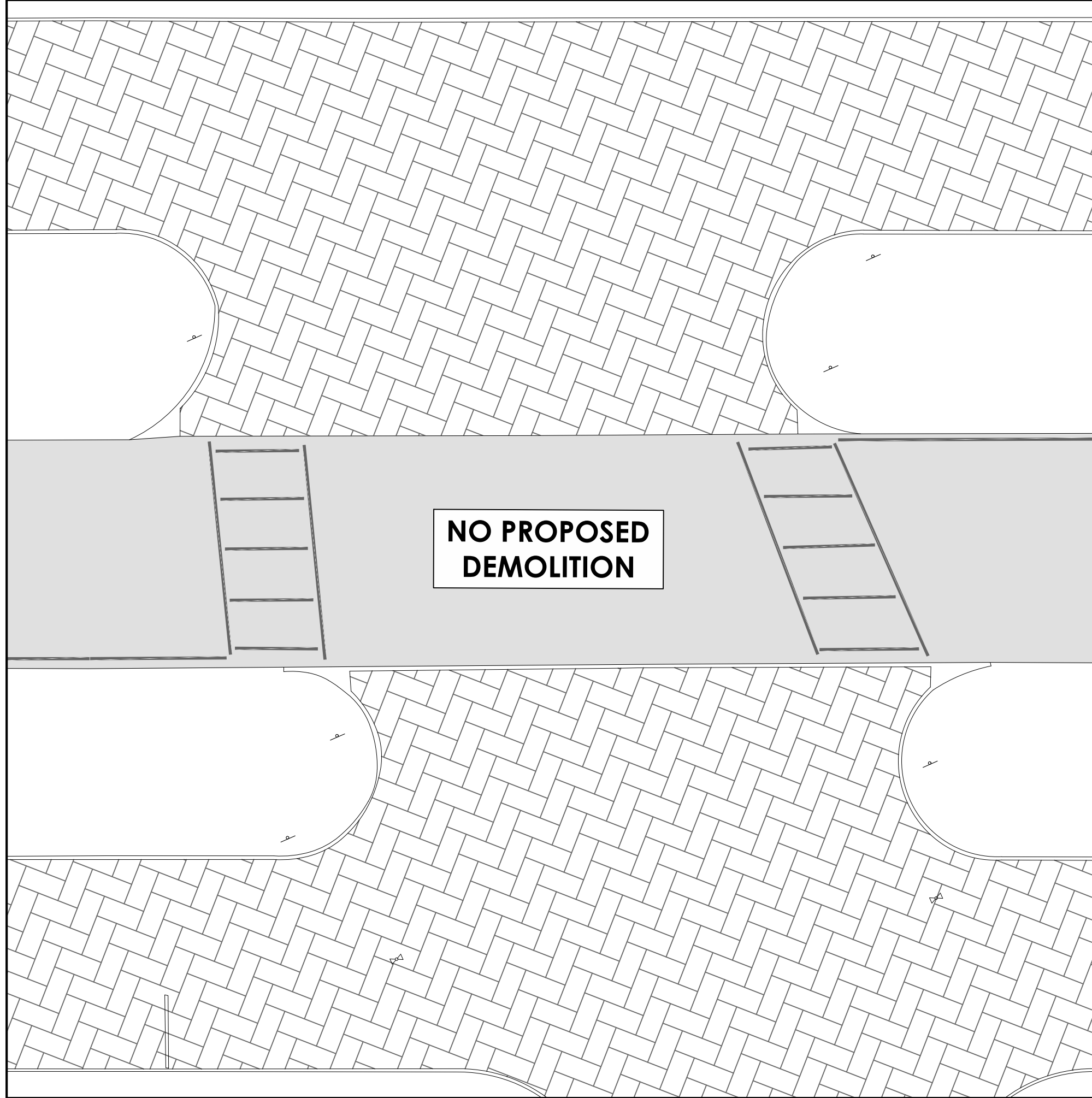
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DEMILITION PLAN

(SCALE: 1" = 10')

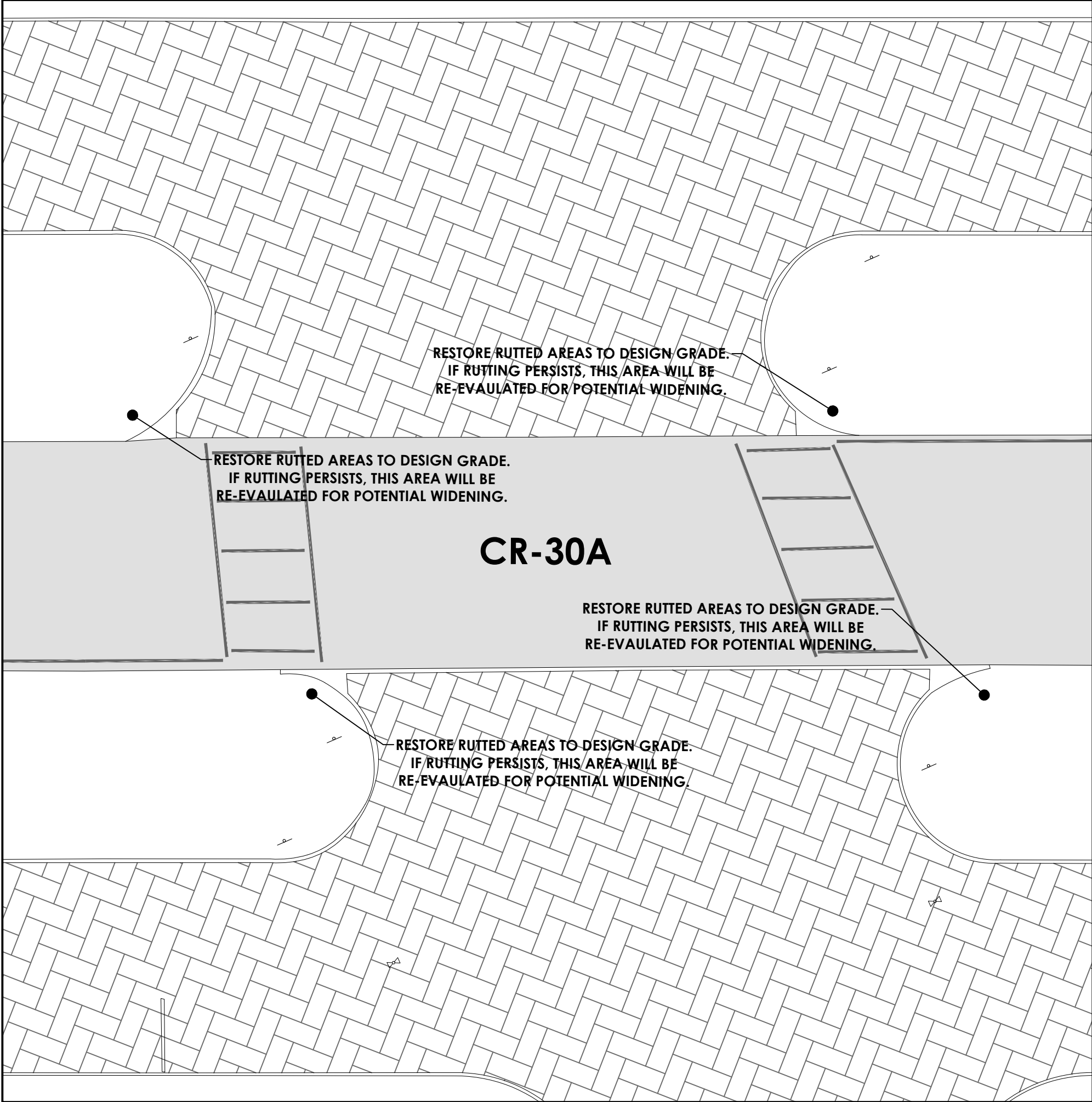


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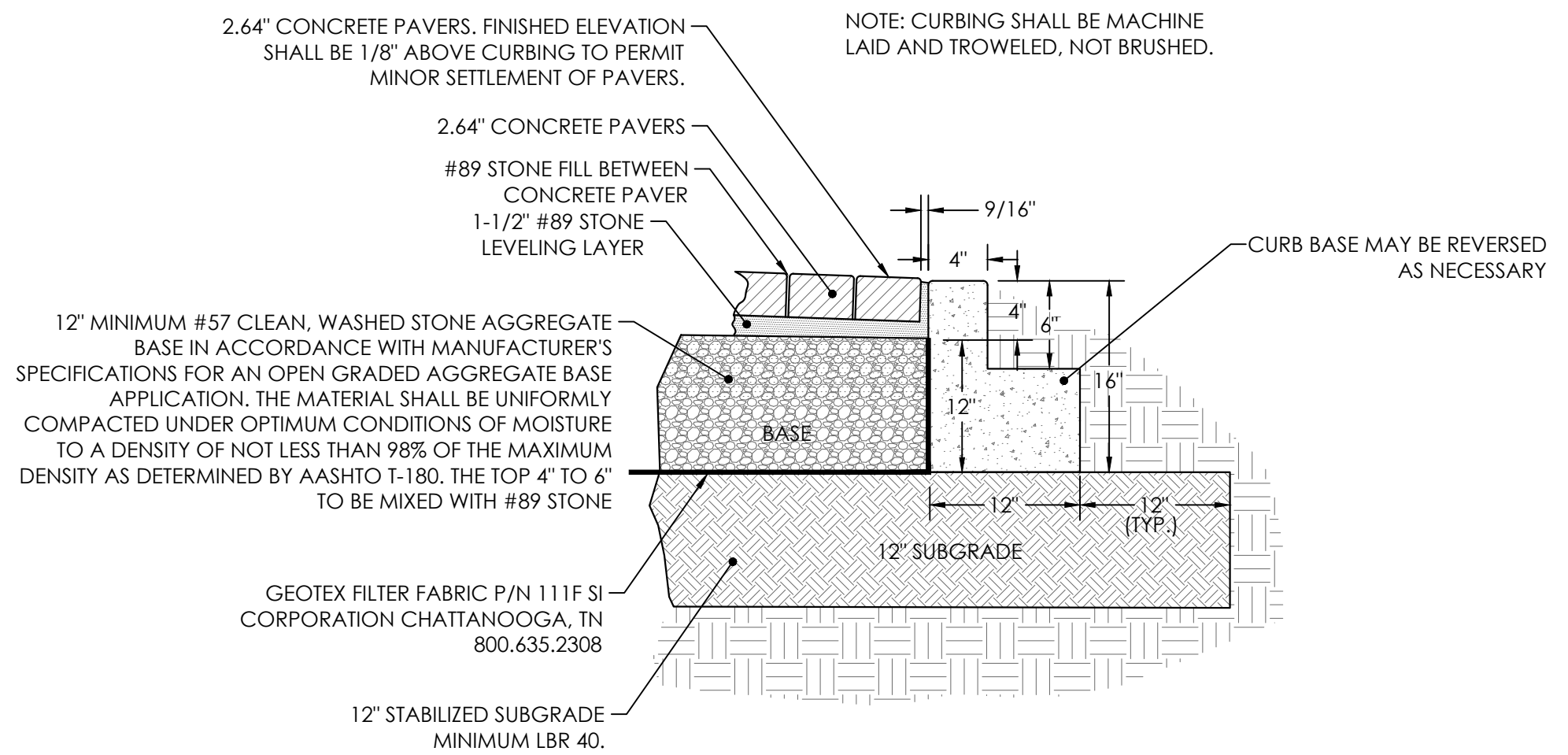
SITE GEOMETRY PLAN

(SCALE: 1" = 10')



SITE GEOMETRY NOTES

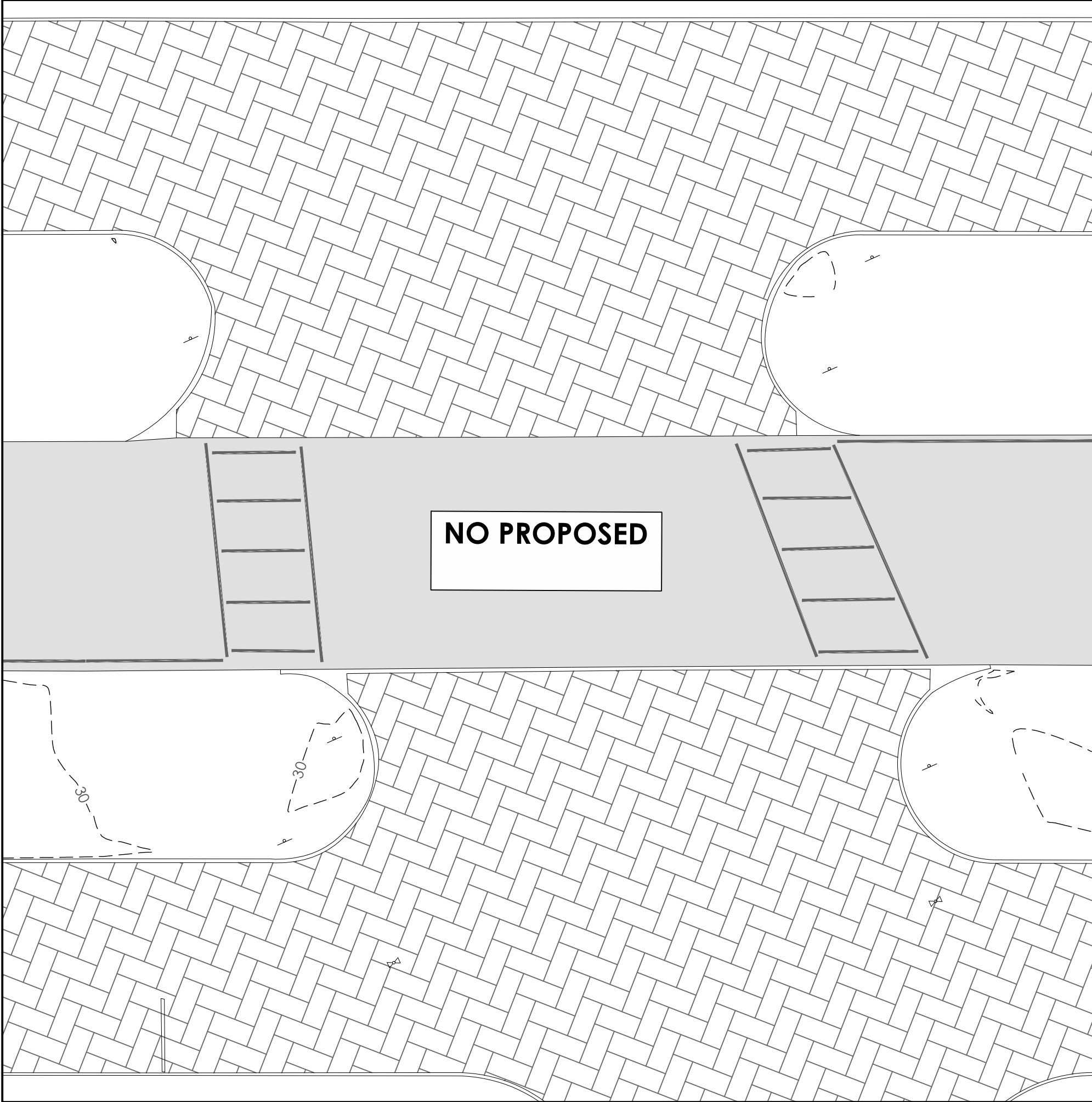
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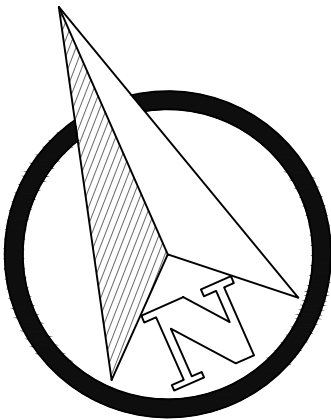
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GRADING & DRAINAGE PLAN



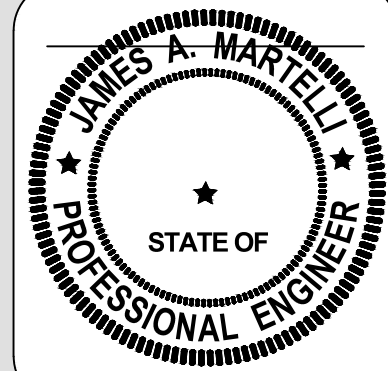
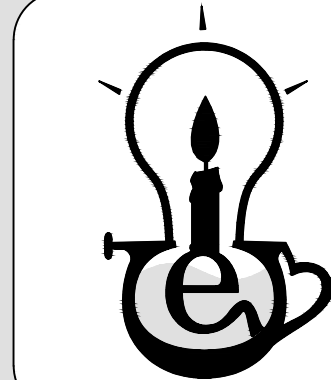
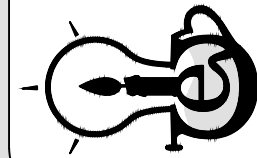
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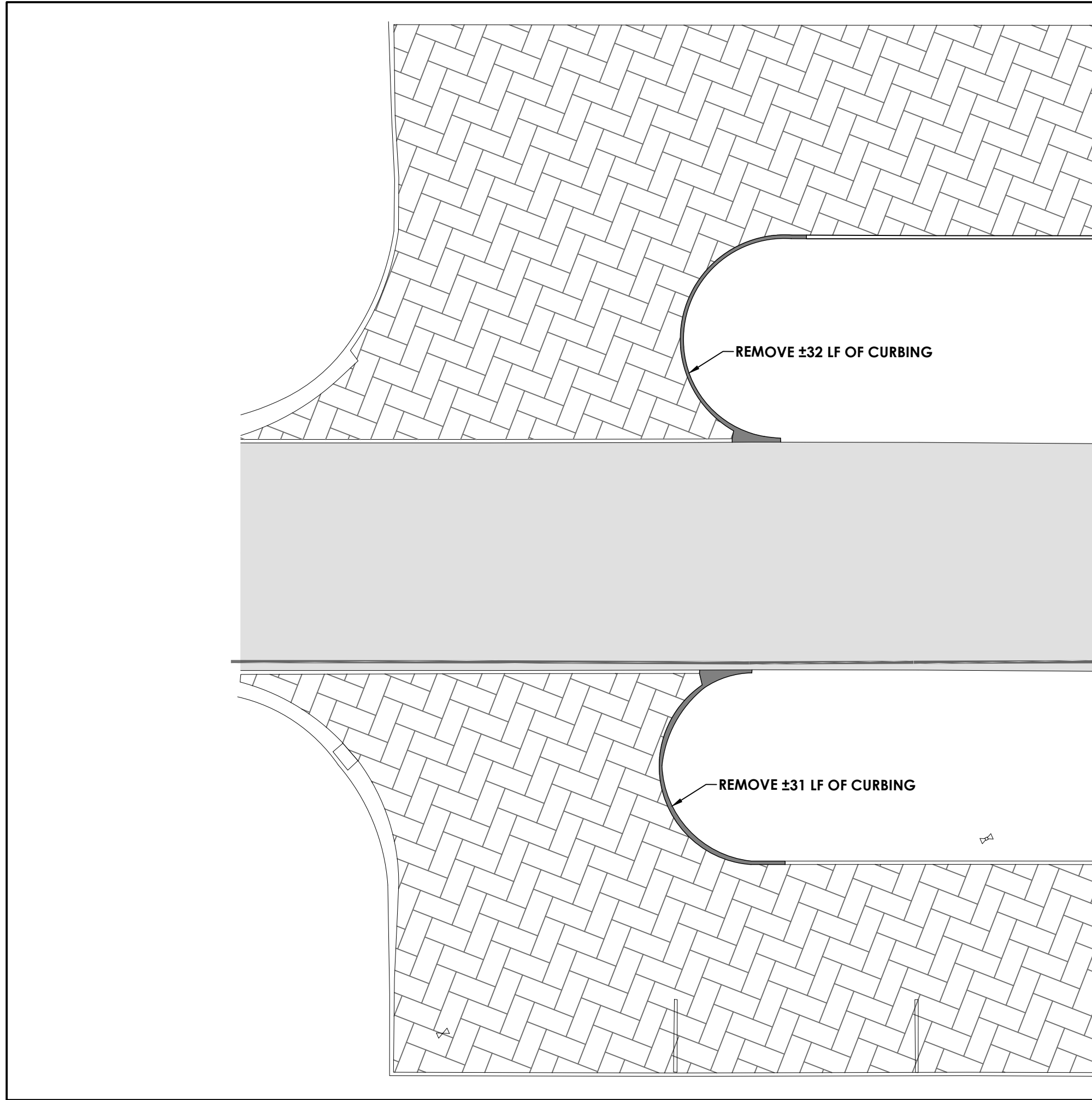
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DEMILITION PLAN

(SCALE: 1" = 10')

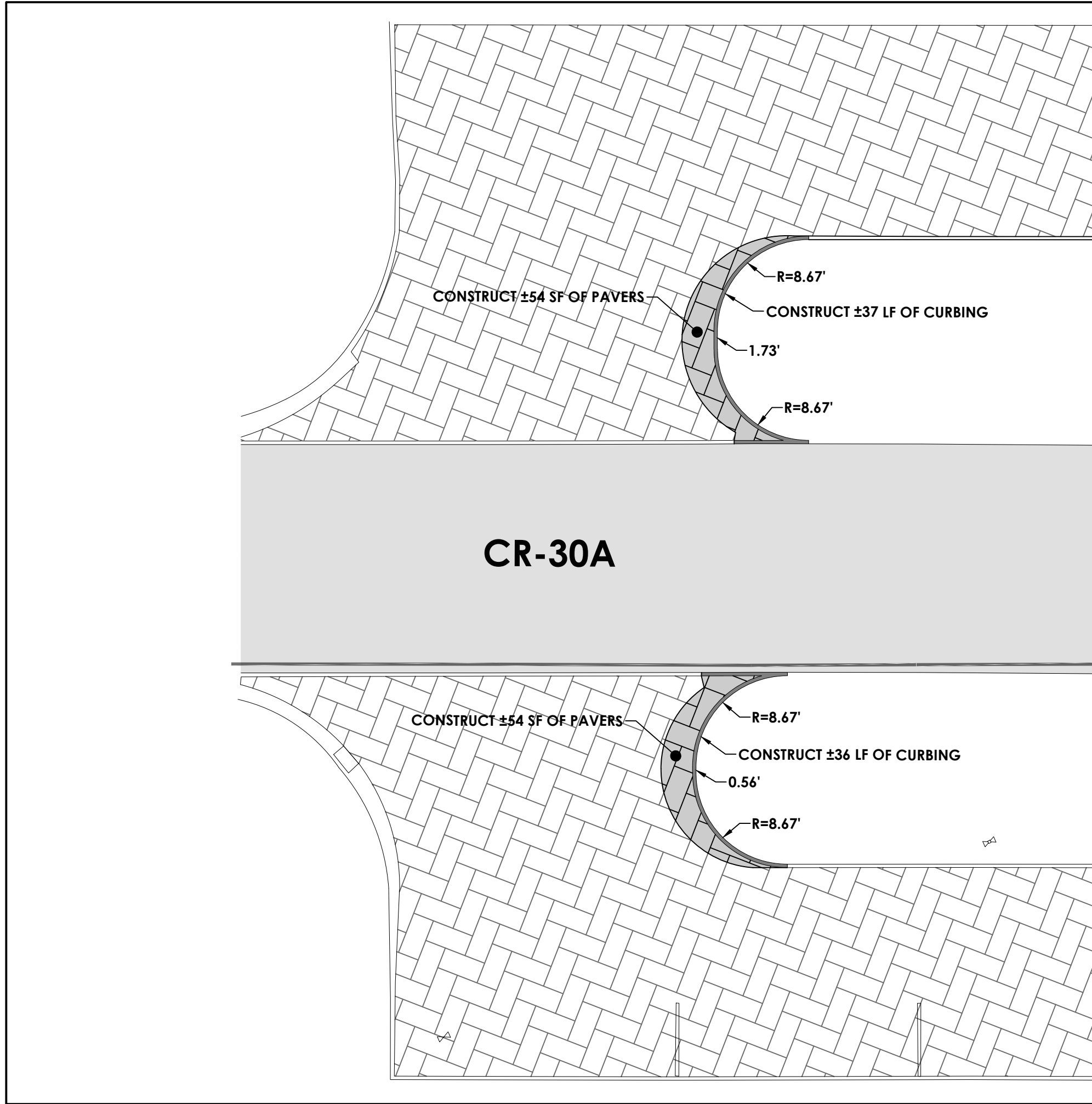


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SITE GEOMETRY PLAN

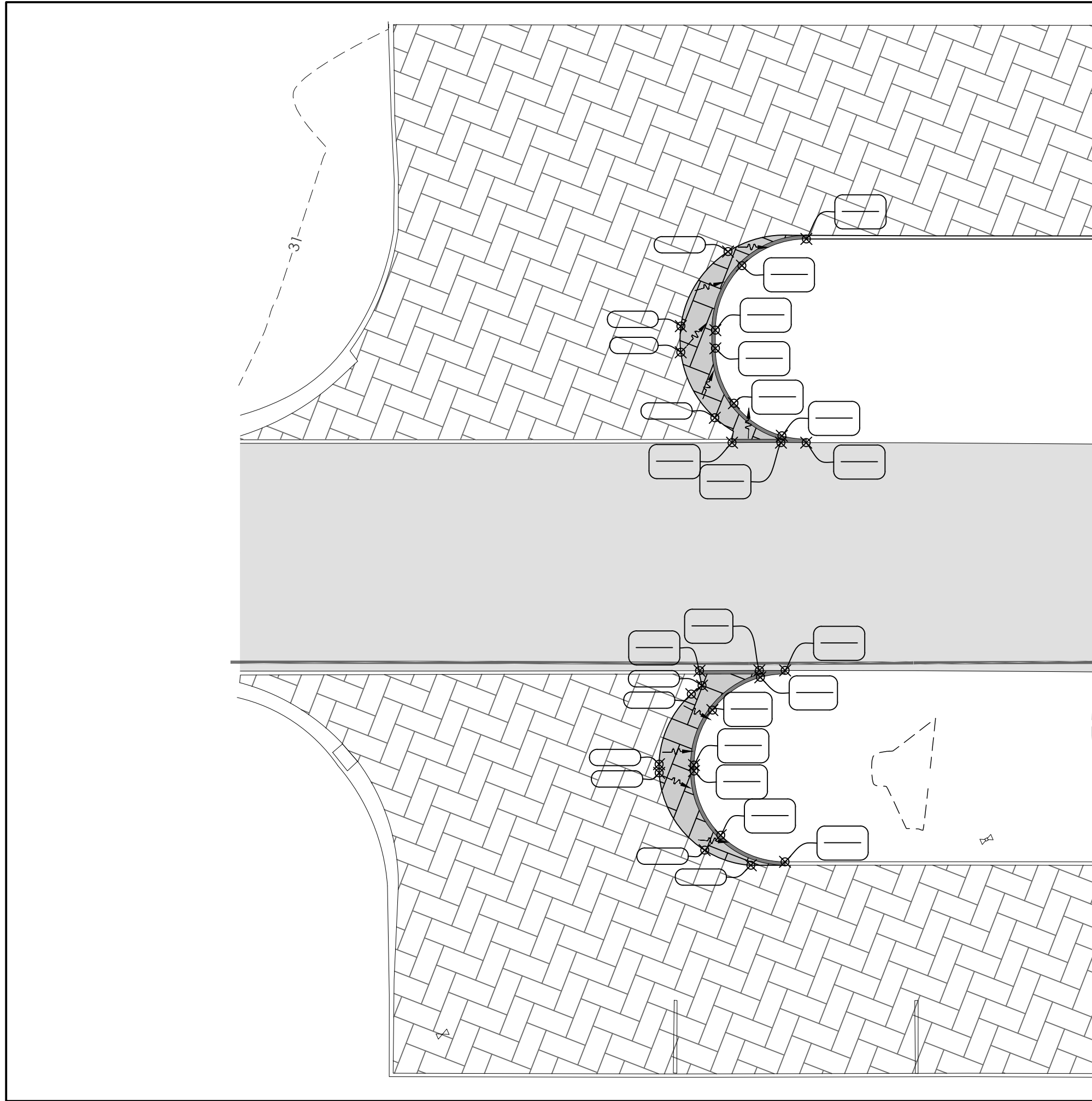
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SITE GEOMETRY NOTES

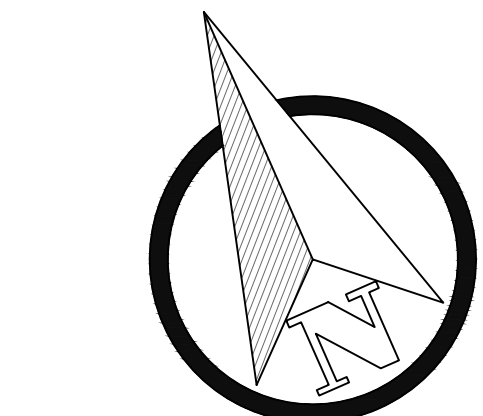
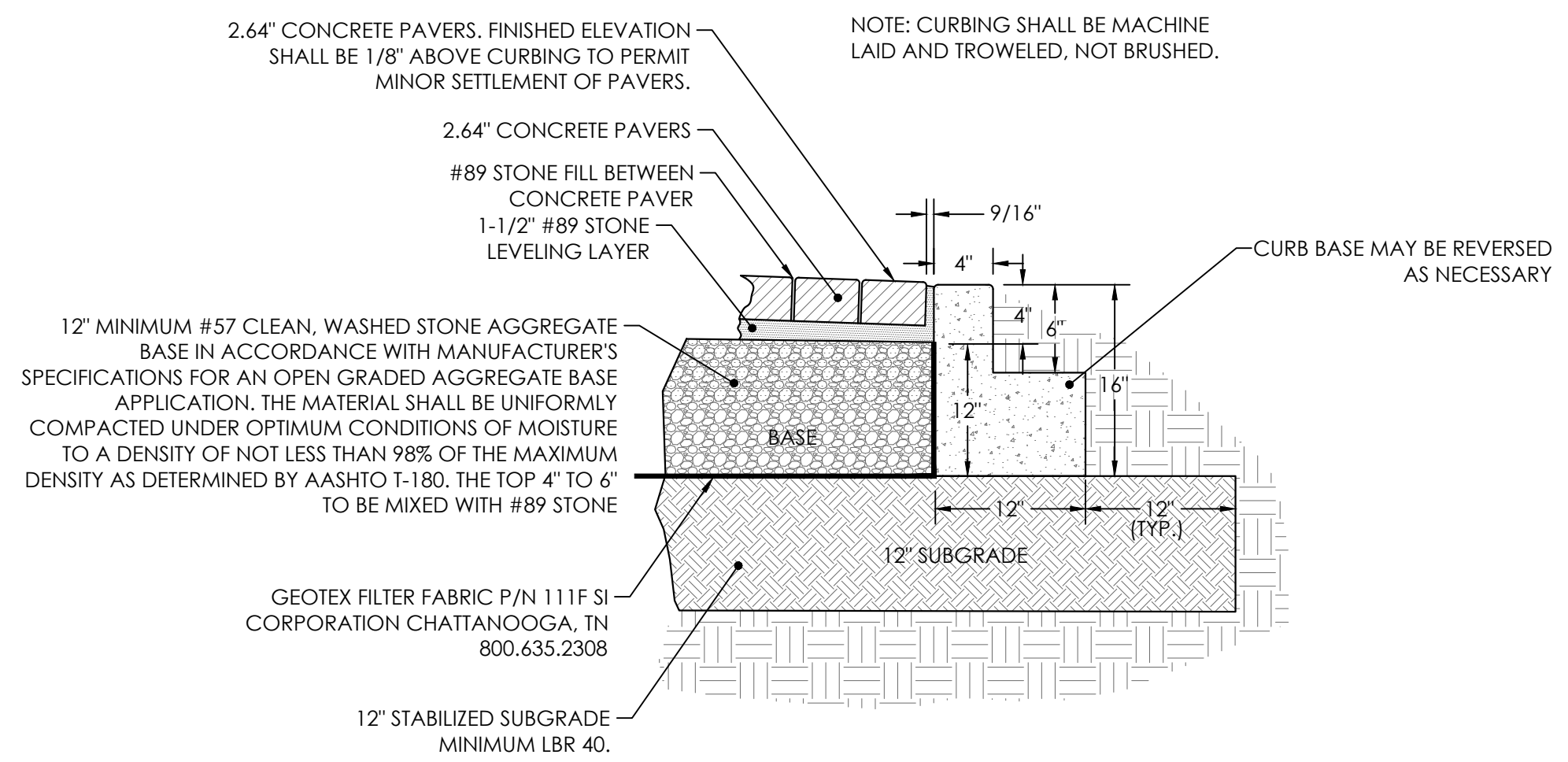
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GRADING & DRAINAGE PLAN



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CONTRACTOR SHALL IDENTIFY ANY UNDERGROUND CONFLICTS PRIOR TO CONSTRUCTION AND TO NOTIFY ENGINEER OF ANY NEEDED ADJUSTMENTS FOR APPROVAL

1 4" RIBBON CURB DETAIL (PAVER TO CURB INTERFACE) NTS

(SCALE: 1" = 10')

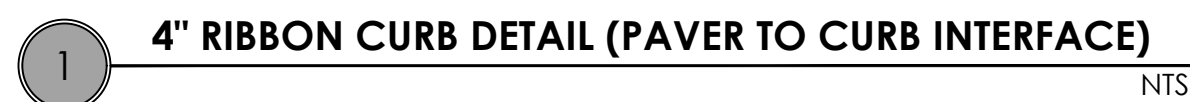


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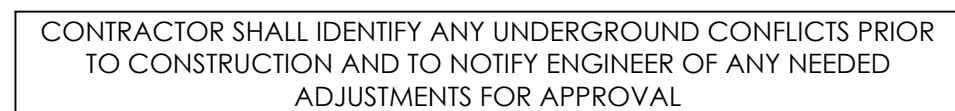
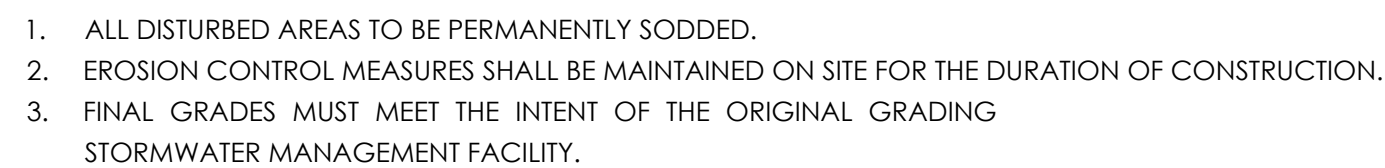
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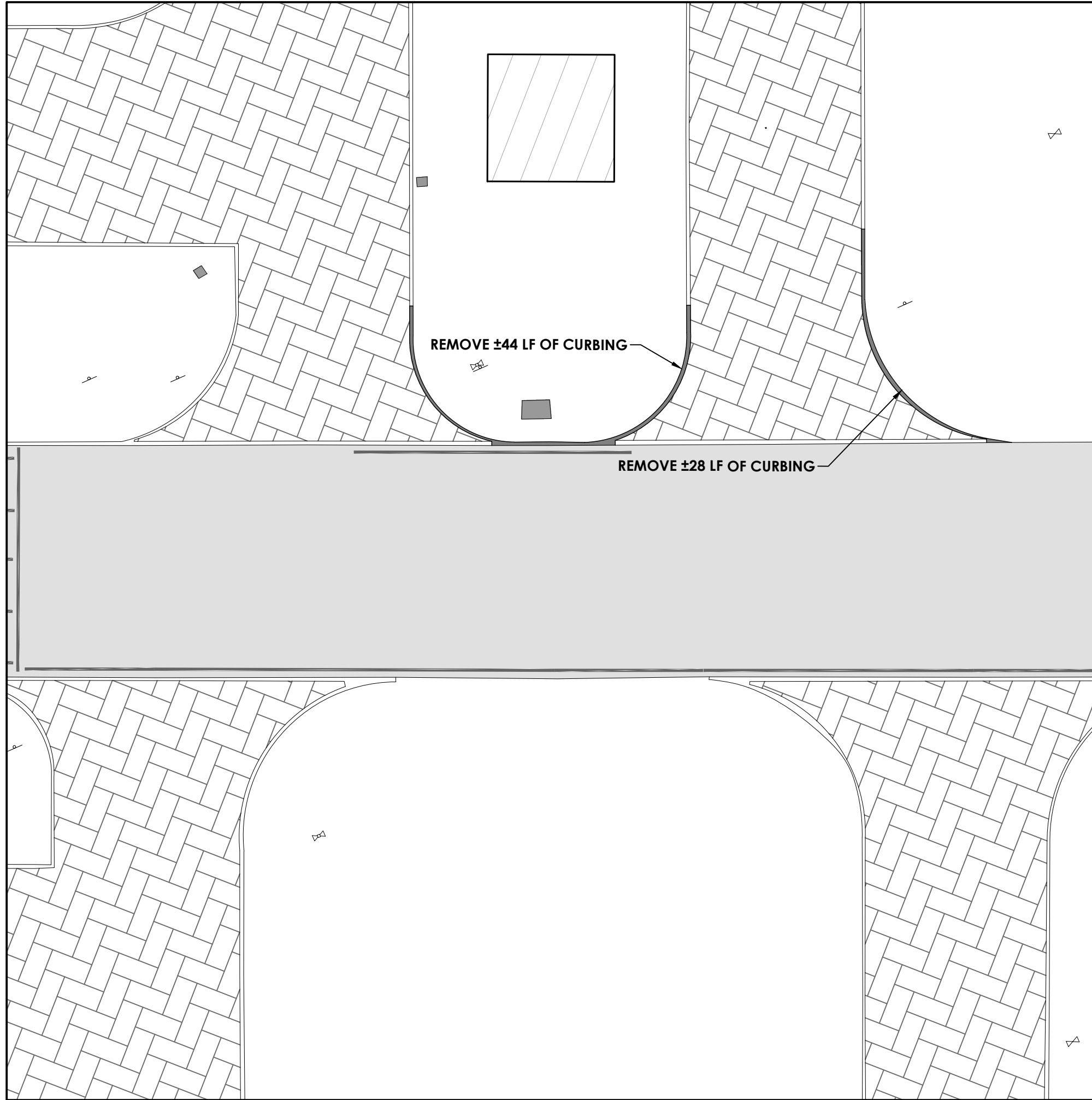


GRADING & DRAINAGE NOTES



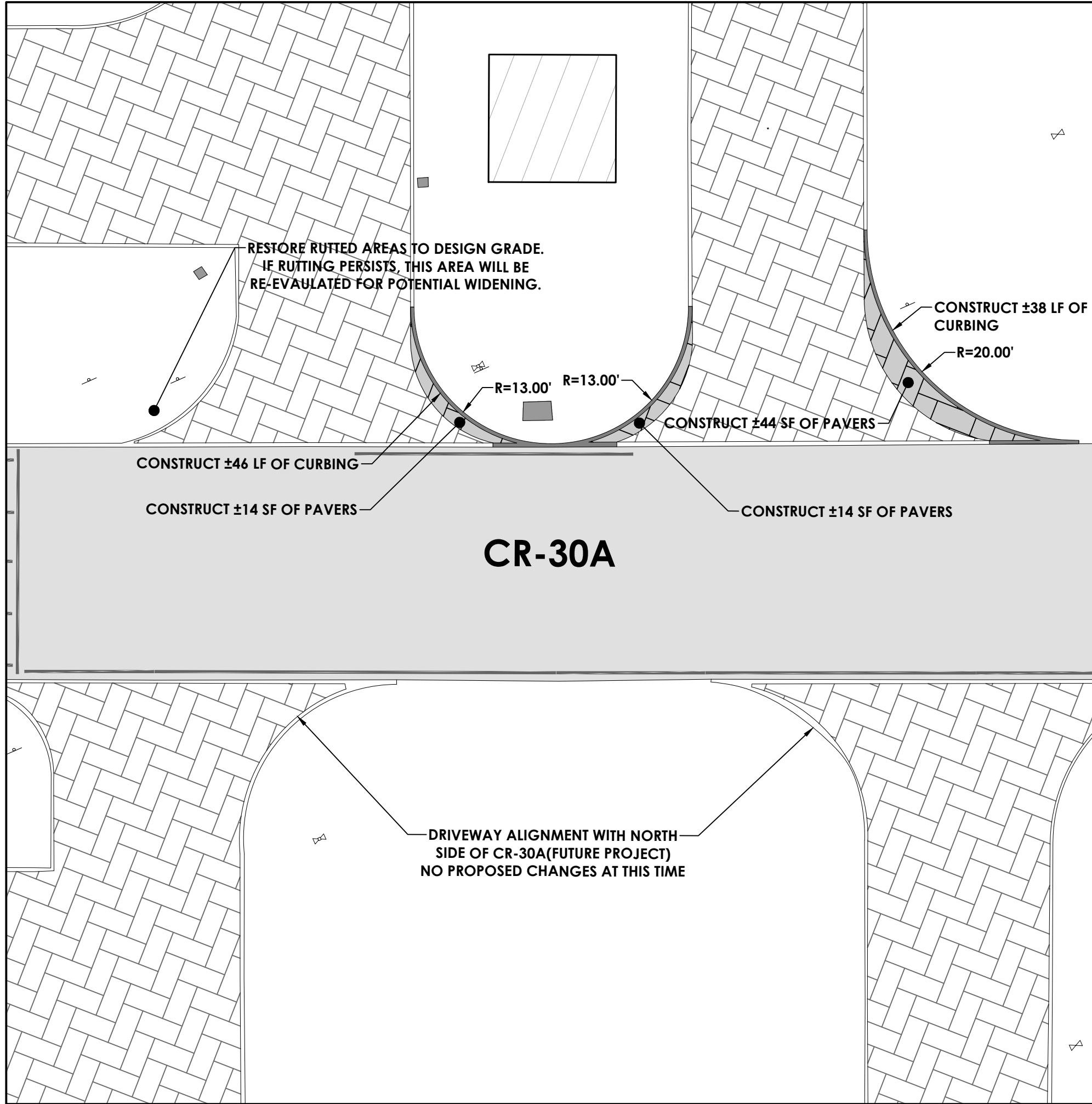
DEMILITION PLAN

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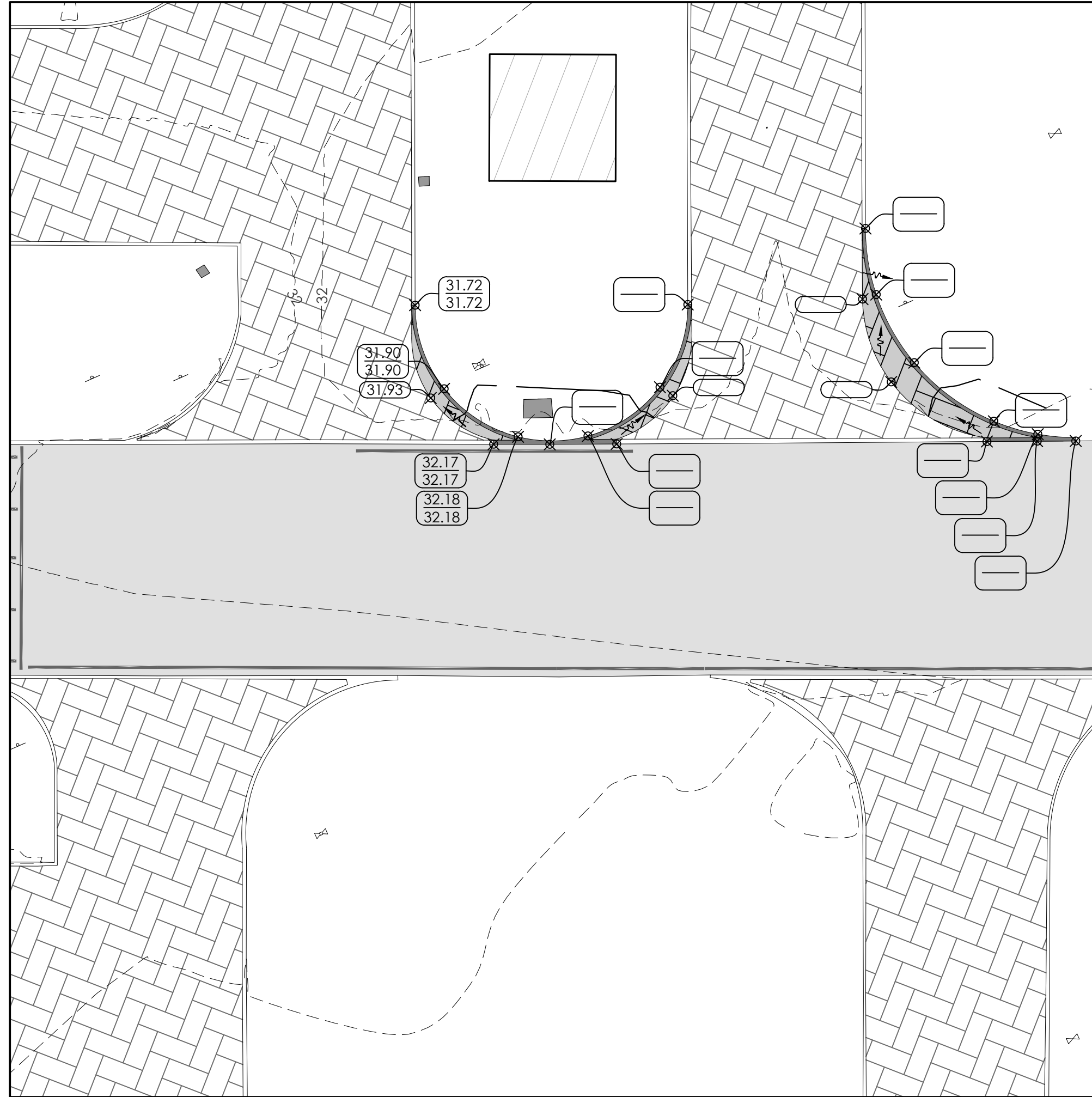


SITE GEOMETRY PLAN

(SCALE: 1" = 10')



GRADING & DRAINAGE PLAN



DEMOLITION & EROSION CONTROL NOTES

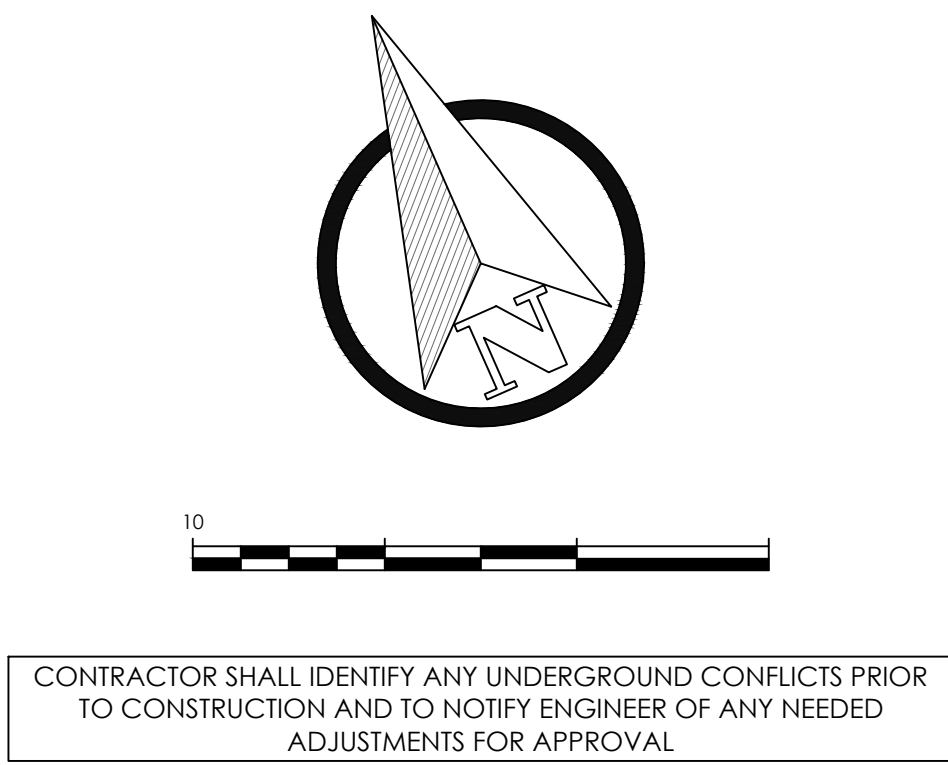
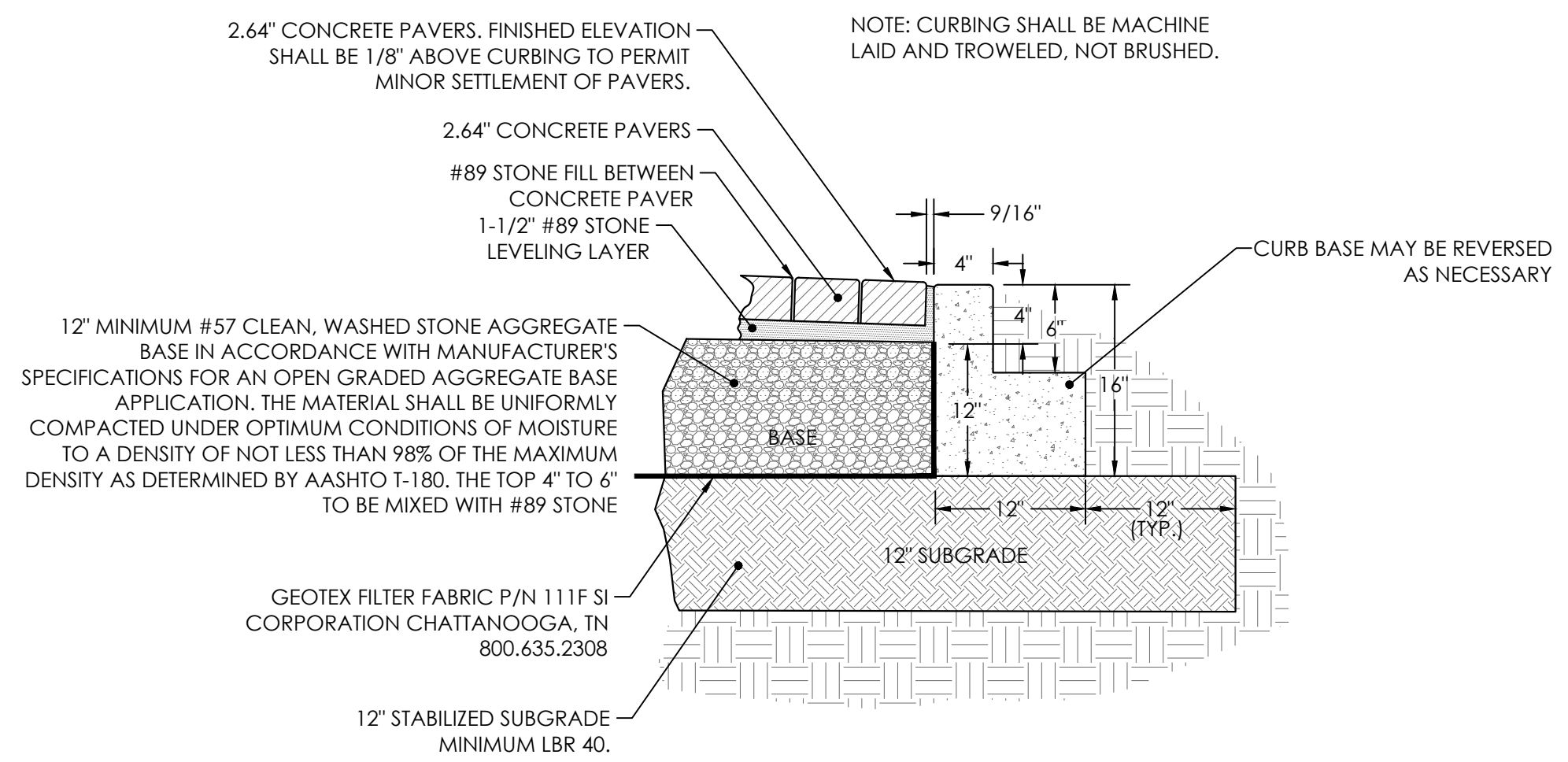
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GRADING & DRAINAGE NOTES

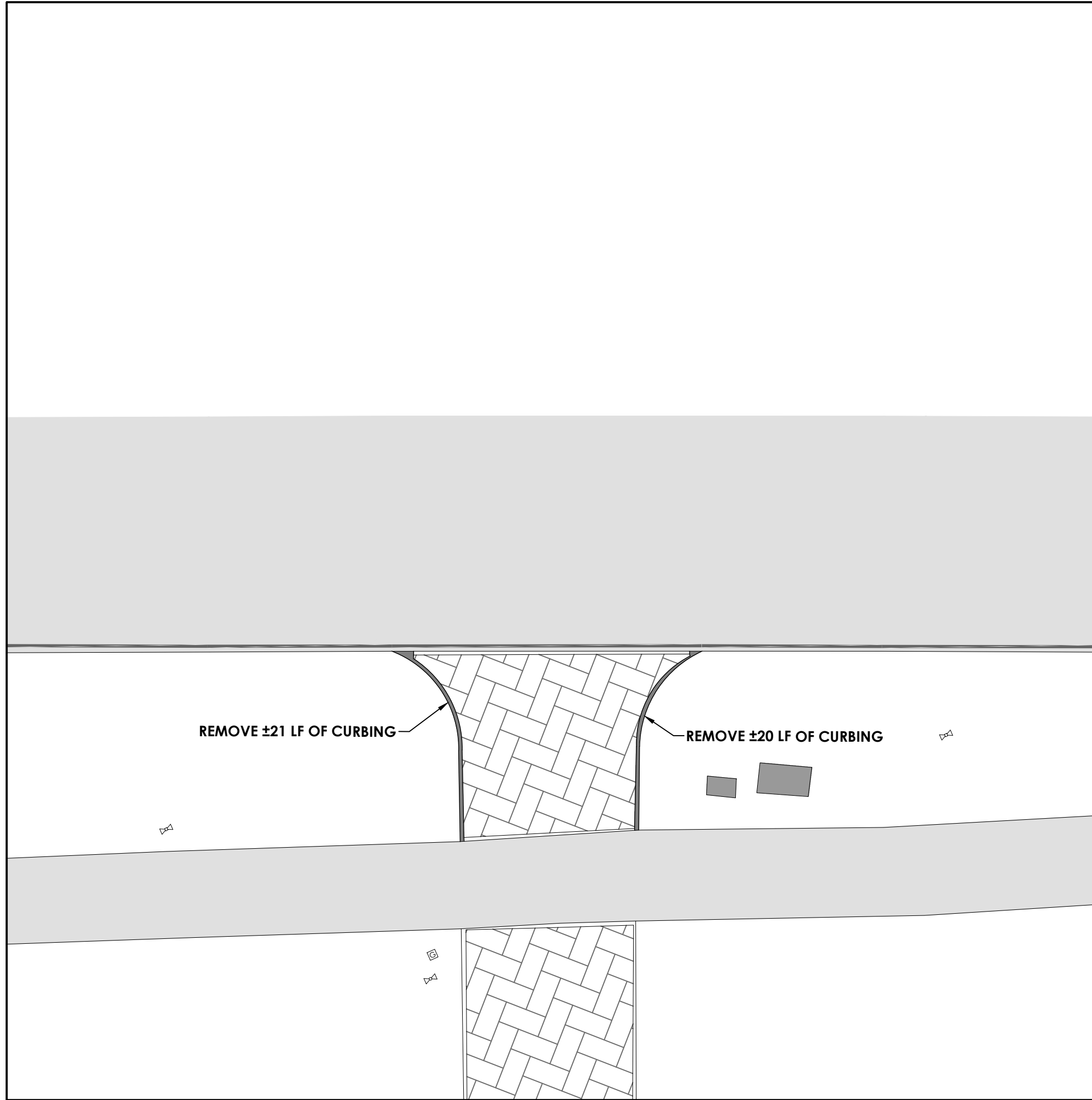
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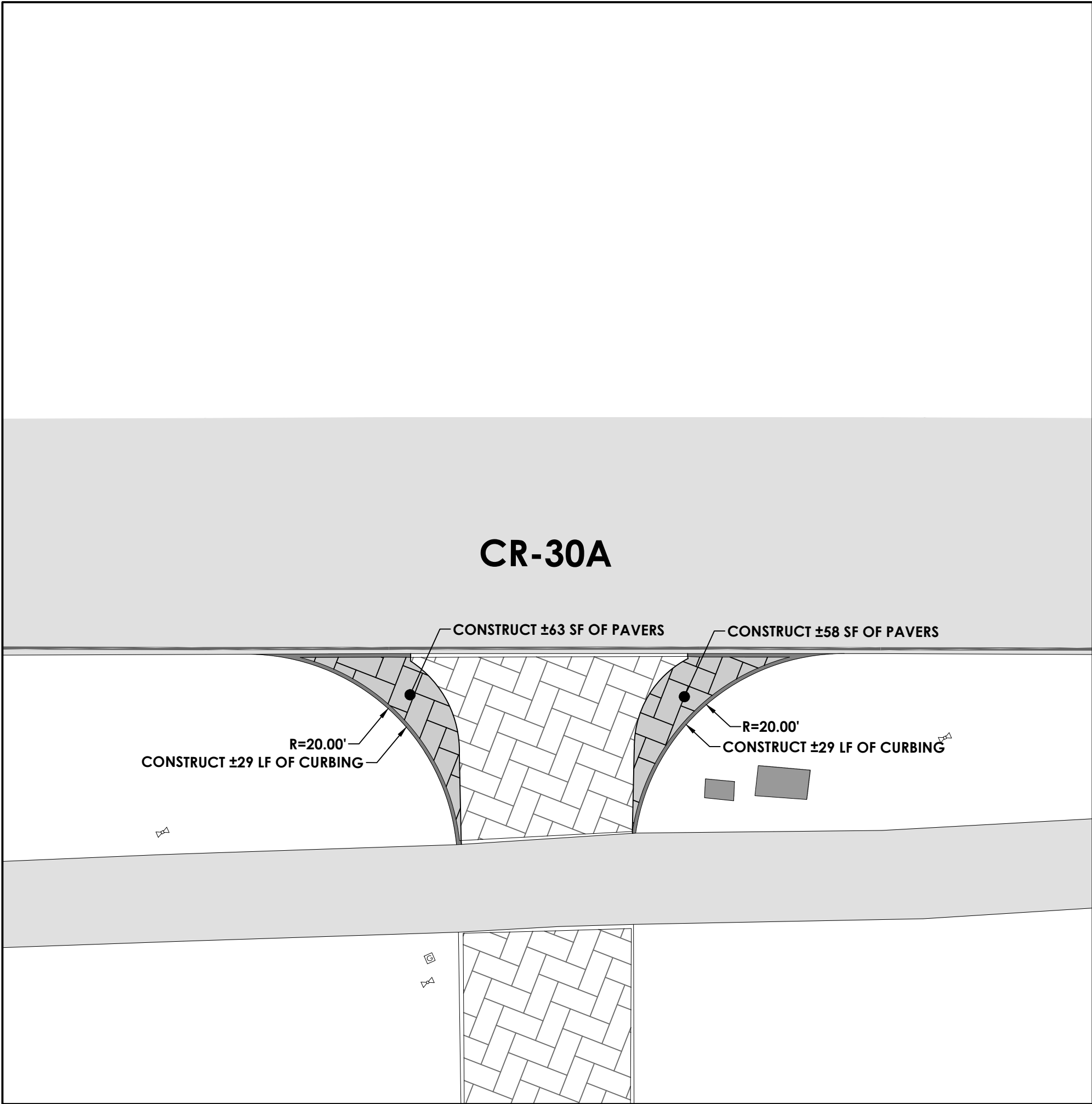


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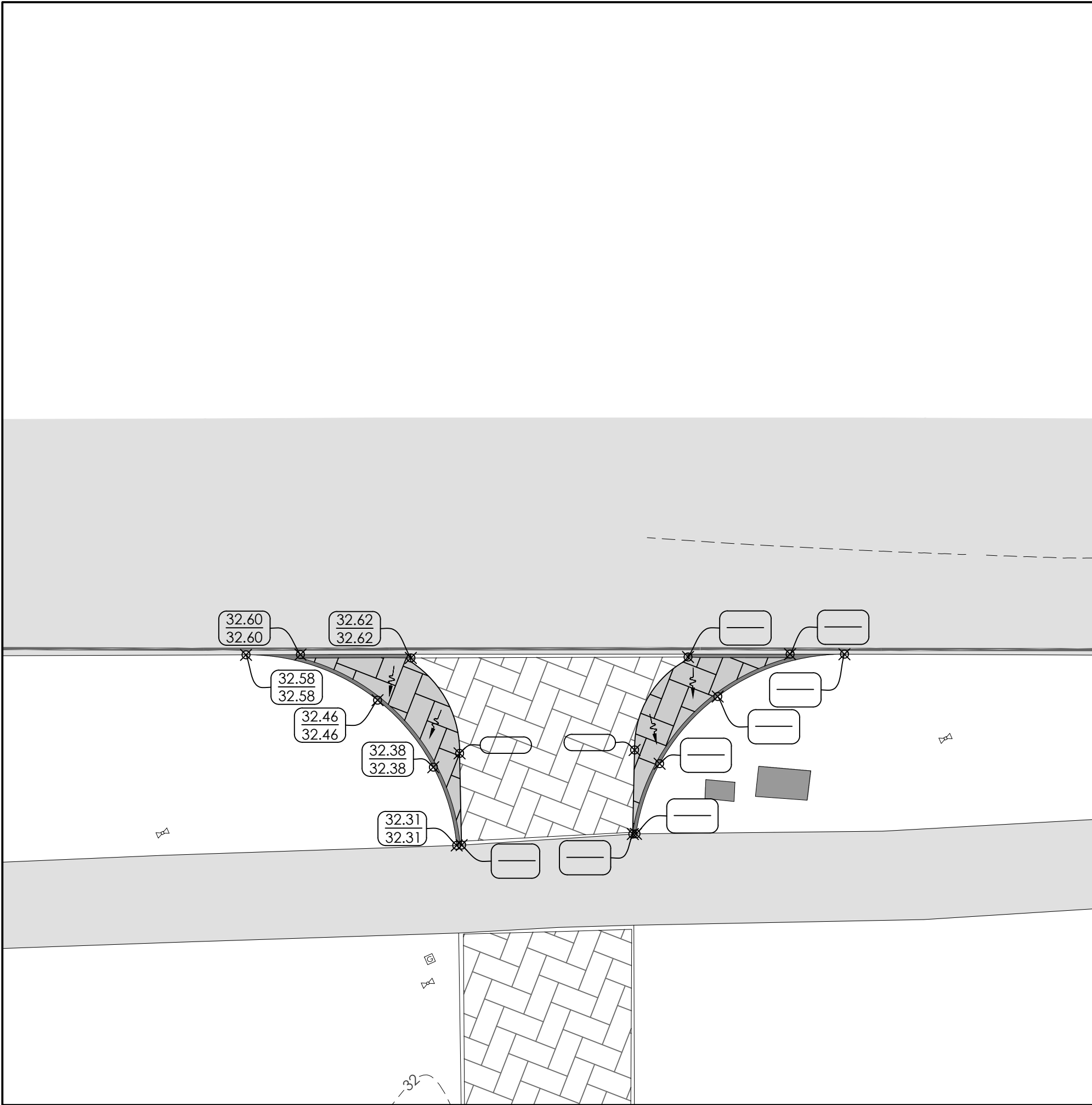
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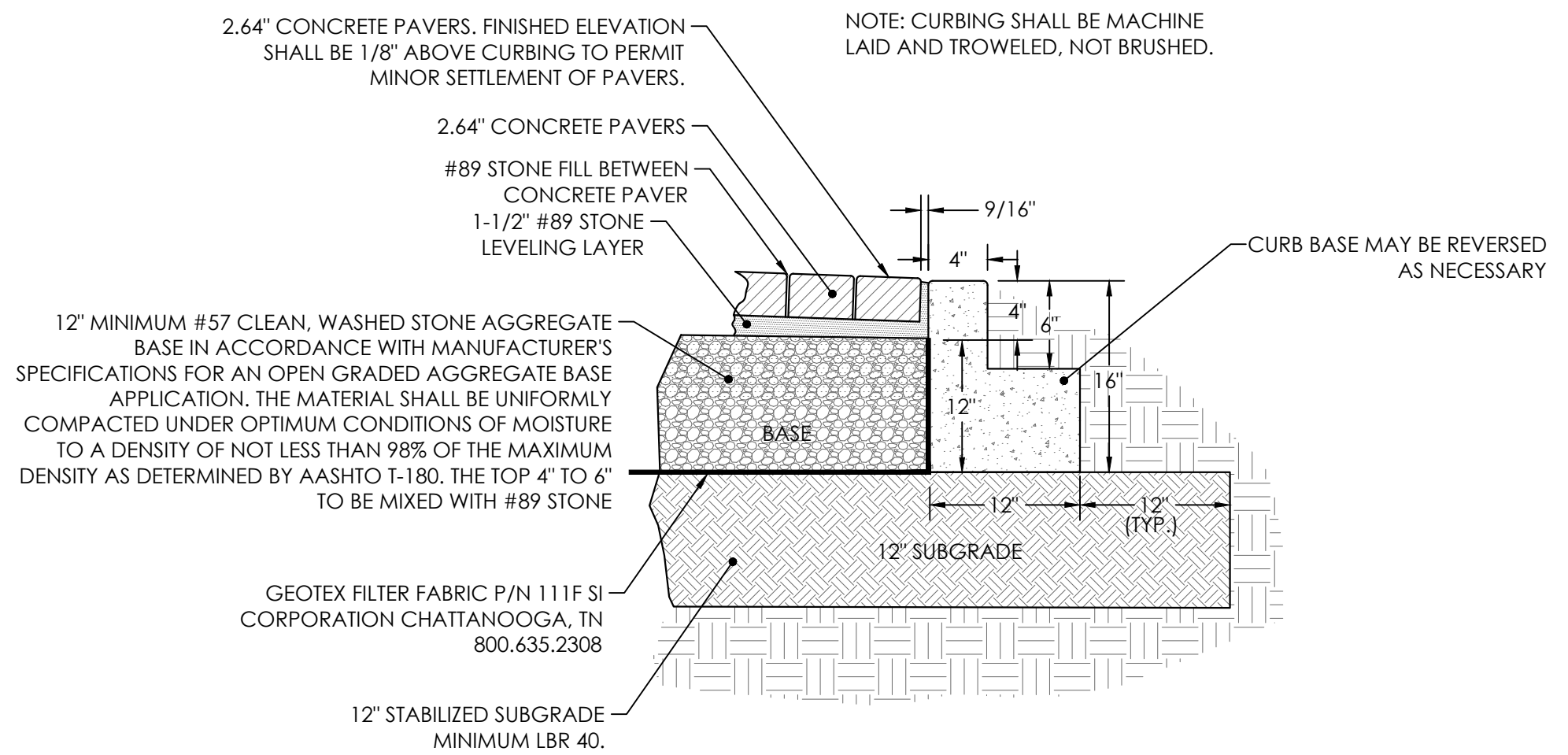
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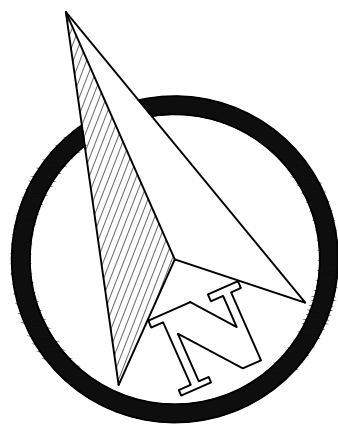


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C:\EC DROPBOX\PROJECTS\VALS BEACH\CR-30A\SLIP LANE IMPROVEMENTS - CONSTRUCTION VEHICLES\3.ENGINEERING\1.CDS\2.SHEETS\C200 - DEMOLITION, SITE GEOMETRY, GRADING, & DRAINAGE PLAN.DWG, Callo, 3/11/2025 9:44:22 AM

Tab 6



Somerset Community Development District 30A Sod Projects

A. Sod Replacement Proposal \$179,196.34

- Proposal Includes: Treating old turf, removal, tilling, delivery and installation of new TifTuf sod.
- Irrigation adjustments and heads/nozzles replaced as needed with a \$2,500 not-to-exceed allowance included in proposed cost.

B. Asphalt Cutting Along Highway 30A \$ 9,825.00

- Recommendation by Rip's to "trim" the edge of the roadway to create a cleaner appearance where the sod meets the roadway.
- Proposal Total: \$6,325.00
- Engineering & Permitting estimates:
 - ◆ \$1,500 Engineer's exhibits
 - ◆ \$2,000 Process
 - ◆ Timeline: Approximately 30 days

Total: \$189,021.34

FORM OF ADDITIONAL SERVICES ORDER

WORK AUTHORIZATION #25-07 FOR ADDITIONAL LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

THIS WORK AUTHORIZATION (the “**Work Authorization**”), dated April ____, 2025, 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.

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

Secretary

Chairman, Board of Supervisors

RIP'S PROFESSIONAL LAWN CARE, INC.

Witness

By: _____
Its: _____

Exhibit A: Proposal/Scope of Additional Services



Proposal

Proposal No.: 292396

Proposed Date: 03/05/25

PROPERTY:	FOR:
Somerset Community Development District Kim Omera Somerset Community Highway 30A Corridor Inlet Beach, FL 32461	Sod Replacement - 30A

Medians on 30A Turf Replacement. Price includes treating old turf, removal, tilling, delivery and installation of new TifTuf sod. Irrigation adjustments and heads/nozzles replaced as needed with \$2,500 NTE. Irrigation audit and report will be performed during site prep.

ITEM	QTY	UOM	UNIT PRICE	EXT. PRICE	TOTAL
Landscape Material					\$179,196.34
Site Prep	250.00	HR	\$75.00	\$18,750.00	
Labor	520.00	HR	\$75.00	\$39,000.00	
Irrigation NTE	1.00	EA	\$2,500.00	\$2,500.00	
TifTuf Bermuda - 01SF	64998.00	01SF	\$1.83	\$118,946.34	
				Total:	\$179,196.34

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

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

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

Rips Professional Lawncare is not responsible for damage to non-located underground.

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

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

Signature (Owner/Property Manager)

Date

Printed Name (Owner/Property Manager)

Signature - Representative

Date



Proposal

Proposal No.: 329260

Proposed Date: 03/10/25

PROPERTY:	FOR:
Somerset Community Development District Kim Omera Somerset Community Highway 30A Corridor Inlet Beach, FL 32461	Asphalt Cutting in Straight Line - 30A

Cut asphalt in straight line on both sides of County Hwy 30A

ITEM	QTY	UOM	UNIT PRICE	EXT. PRICE	TOTAL
Asphalt Cutting - 30A					
Landscape Material					\$6,325.00
Enhancement Labor	50.00	HR	\$75.00	\$3,750.00	
Equipment Rental	1.00	EA	\$795.00	\$795.00	
24" Diamond Blade	4.00	EA	\$295.00	\$1,180.00	
Turf/Derbis Removal	6.00	HR	\$100.00	\$600.00	
Mulch, Rock, Soil					\$0.00
Mulch Sub	0.00	EA	\$0.00	\$0.00	
Enhancement Labor	0.00	HR	\$60.00	\$0.00	
				Total:	\$6,325.00

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

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_____	_____
Signature (Owner/Property Manager)	Date

Printed Name (Owner/Property Manager)

_____	_____
Signature - Representative	Date

Tab 7

FIFTH ADDENDUM TO THE CONTRACT FOR PROFESSIONAL DISTRICT SERVICES

This Fifth Addendum to the Contract for Professional District Services (this “**Addendum**”), is made and entered into as of the 24th day of February 2025 (the “**Effective Date**”), by and between **Somerset Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Walton County, Florida (the “**District**”), and **Rizzetta & Company, Inc.**, a Florida corporation (the “**Consultant**”).

RECITALS

WHEREAS, the District and the Consultant entered into the Contract for Professional District Services dated October 1, 2018, as amended by that certain First Addendum, dated October 1, 2019, that certain Second Addendum, dated October 1, 2020, that certain Third Addendum dated October 1, 2022, and that certain Fourth Addendum dated October 1, 2023 (collectively, the “**Contract**”), incorporated by reference herein; and

WHEREAS, the District and the Consultant desire to amend **Exhibit A – Standard On-going Services**, section of the Contract as further described in this Addendum; and

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

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

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Consultant agree to the changes to amend **Exhibit A – Standard On-going Services** and **Exhibit B - Schedule of Fees** as attached.

The amended **Exhibit A – Standard On-going Services** and **Exhibit B - Schedule of Fees** are hereby ratified and confirmed, and replace, in their entirety, prior versions of Exhibits A and B referenced and incorporated in the Contract. All other terms and conditions of the Contract remain in full force and effect.



Rizzetta & Company

2021-07-27 – WJR/RPS

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

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

ACCEPTED BY:

RIZZETTA & COMPANY, INC.

BY: William J. Rizzetta
PRINTED NAME: William J. Rizzetta
TITLE: President
DATE: March 18, 2025

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

BY: Robert Stenhammer
Robert Stenhammer (Mar 18, 2025 13:29 CDT)
PRINTED NAME: Robert Stenhammer
TITLE: Chairman/Vice Chairman
DATE: Mar 18, 2025

Exhibit A – Standard On-going Services
Exhibit B – Schedule of Fees



Rizzetta & Company

2021-07-27 – WJR/RPS

EXHIBIT A

Standard On-going Services

STANDARD ON-GOING SERVICES: These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District.

MANAGEMENT:

- A. Attend and conduct all regularly scheduled and special Board of Supervisors meetings, Landowners' meetings, continued meetings, hearings and workshops. Arrange for time and location and all other necessary logistics for such meetings, hearings, etc.
- B. Ensure compliance with all statutes affecting the district which include but are not limited to:
 - 1. Certify Special District Update Form, submitted to the Special District Information Program, Department of Economic Opportunity each year.
 - 2. Assign and provide Records Management Liaison Officer for reporting to the Department of Library and Archives
 - 3. Provide contact person for the State Commission of Ethics for Financial Disclosure coordination
 - 4. Provide Form 1 Financial Disclosure documents for Board Members
 - 5. Provide Form 1F Financial Disclosure documents for Resigning Board Members.
 - 6. Monitor and supply Form 3A, Interest in Competitive Bid for Public Business as needed
 - 7. Monitor and provide Form 8B, Memorandum of Voting Conflict for the Board.
 - 8. Monitor and provide update on Creation Documents, including Notice of Establishment, to Department of Economic Opportunity and the County.
 - 9. Maintain and file Disclosure of Public Financing and file with Department of Economic Opportunity and each residential developer.
 - 10. Provide for a proposed budget for Board approval on or by June 15 of each fiscal year.
 - 11. Provide copy of approved proposed budget to the County a minimum of 60 days prior to the public hearing on the budget.
 - a. Provide written notice to owners of public hearing on the budget and its related assessments.
 - 12. Provide copy of the initial Public Facilities report to the County to be submitted within one (1) year after the district's creation.
 - 13. Provide copy of an annual notice of any changes to the Public Facilities report to the County if changes are made.
 - 14. Provide copy of the seven (7) year Public Facilities report update, based on reporting period assigned to the County it is located in.



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2021-07-27 – WJR/RPS

15. File name and location of the Registered Agent and Office location annually with Department of Economic Opportunity and the County.
 16. Provide for submitting the regular meeting schedule of the Board to County.
 17. Provide District Map and update as provided by the District's Engineer as needed to the Department of Economic Opportunity and the County
 18. Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
 19. File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year.
 20. Provide for public records announcement and file document of registered voter data each June.
 21. Update Board Member names, positions and contact information to the State Commission on Ethics annually.
 22. Certify and file the Form DR 421, Truth in Millage Document with the Department of Revenue each tax year.
 23. Properly notice all public meetings, in accordance with the appropriate Florida Statutes, including but not limited to, public hearings on assessments, the budget, establishment of rates, fees, or charges, rulemaking, uniform method of collection, and all other required notices of meetings, hearings and workshops.
 - a. Provide for the appropriate ad templates and language for each of the above.
 24. Provide for instruction to Landowners on the Election Process and forms, etc.
 25. Respond to Bond Holders Requests for Information.
 26. Implement the policies established by the Board in connection with the operations of the District.
- C. Assist in the negotiation of contracts, as directed by the Board of Supervisors.
- D. Advise the Board on the status of negotiations as well as contract provisions and their impacts on the District and provide contract administration services.
- E. Make recommendations on contract approval, rejection, amendment, renewal, and cancellation. In advance of expiration of contracts, advise the Board as to need for renewal or additional procurement activities and implement same.
- F. Monitor certificates of insurance as needed per contracts.
- G. Answer Project Status Inquiries from Contractors Bonding Companies.
- H. Provide an office location to handle and respond to written, phone or e-mail inquiries from the public.

COORDINATOR:

1. Provide professional support and assistance to district manager.
2. Coordinate, create and update operational and meeting calendars for management, board and associated committees.



Rizzetta & Company

2021-07-27 – WJR/RPS

3. Assist the district manager with obtaining estimates for items requested by the board.
4. Respond to constituents' requests and correspondence.
5. Preparation of monthly board meeting agendas.
6. Preparation of meeting minutes.
7. Response to emergencies as needed.
8. Preparation and submittal for distribution of notices for residents.
9. Assist with the preparation of legal advertisements, submission of advertisements, act as the point of contact with newspaper vendor.
10. Maintain district files.
11. Update the District's website so that it remains in compliance at all times.
12. Attendance at board meetings, as assigned.
13. Consistently check emails for district manager matters, vendor proposals, etc. Keep clear and open communication with team members at all times.
14. As directed by district manager, engage with and assist board members and vendors.
15. Keep abreast of company and district policies.
16. Ad-hoc duties include, but are not limited to, scanning, copying, mailing, filing, storing, assisting administrative assistant when needed, etc.
17. Other job-related duties as assigned.

ADMINISTRATIVE:

- A. Prepare agendas for transmittal to Board of Supervisors and staff seven (7) days prior to Board of Supervisors' Meeting. Prepare meeting materials for other meetings, hearings, etc., as needed.
- B. Provide accurate minutes for all meetings and hearings, including landowners' meetings.
- C. Implement and maintain a document management system to create and save documents, and provide for the archiving of District documents.
 1. Certify and file annual report to the Department of State, Library and Archive Division, for storage and disposal of public records.
- D. Protect integrity of all public records in accordance with the requirements of State law. Respond to public records requests as required by law and in compliance with the Rules of Procedure and the District's adopted public records policy.
- E. Maintain "Record of Proceedings" for the district within the County which includes meeting minutes, agreements, resolutions and other records required by law.

ACCOUNTING:

- A. Financial Statements
 1. Establish Fund Accounting System in accordance with federal and state law, as well as GASB and the Rules of the Auditor General. This includes the following:
 - a) Chart of Accounts
 - b) Vendor and Customer Master File
 - c) Report creation and set-up.



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2. Prepare monthly balance sheet, income statement(s) with budget to actual variances, including the following:
 - a) Cash Investment Account Reconciliations per fund
 - b) Balance Sheet Reconciliations per fund
 - c) Expense Variance Analysis
3. Prepare and file Annual Public Depositor's Report and distribute to State Department of Insurance and Treasury.
4. Prepare and file Public Depositor's and Indemnification Form on new accounts as needed.
5. Manage banking relations with the District's Depository and Trustee.
6. Prepare all other financial reports as required by applicable law and accounting standards, and bond trust indenture requirements.
7. Account for assets constructed by or donated to the District for maintenance.
8. On or before October 1st of every year prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.
9. Provide Audit support to auditors for the required Annual Audit, as follows:
 - a) Review statutory and bond indenture requirements
 - b) Prepare Audit Confirmation Letters for independent verification of activities.
 - c) Prepare all supporting accounting reports and documents as requested by the auditors
 - d) Respond to auditor questions
 - e) Review and edit draft report
 - f) Prepare year-end adjusting journal entries as required
10. Provide for transmission of the Audit to the County and the Auditor General's Office of the State.
11. Provide and file Annual Financial Statements (FS. 218 report) by June 30th of each year.

B. Budgeting

1. Prepare budget and backup material for and present the budget at all budget meetings, hearings and workshops. The budget is to be done in accordance with state law standards, and consistent with applicable GFOA and GASB standards. Budget preparation shall include calculation of operation and maintenance assessments, which may include development of benefit methodology for those assessments.
2. File all required documentation to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction.
3. Prepare and cause to be published notices of all budget hearings and workshops.



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4. Prepare all budget amendments on an ongoing basis. Assist in process to retain an auditor and cooperate and assist in the performance of the audit by the independent auditor.

C. Accounts Payable/Receivable

1. Administer the processing, review and approval, and payment of all invoices and purchase orders. Ensure timely payment of vendor invoices and purchase orders.
 - a) Manage Vendor Information per W-9 reports
2. Prepare monthly Vendor Payment Report and Invoicing Support for presentation to the Board of Supervisors for approval or ratification.
3. Maintain checking accounts with qualified public depository including:
 - a) Reconciliation to reported bank statements for all accounts and funds.
4. Prepare year-end 1099 Forms for Vendor payments as applicable.
 - a) File reports with IRS.

D. Capital Program Administration

1. Maintain proper capital fund and project fund accounting procedures and records.
2. Process Construction requisitions including:
 - a) Vendor Contract completion status
 - b) Verify Change Orders for materials
 - c) Check for duplicate submittals
 - d) Verify allowable expenses per Bond Indenture Agreements such as:
 - (1) Contract Assignment
 - (2) Acquisition Agreement
 - (3) Project Construction and Completion Agreement
3. Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit and other information to dissemination agent (if other than manager) or directly to bond holders as required by Continuing Disclosure Agreements, annual/quarterly disclosure reporting, update etc.
4. Provide Asset Tracking for improvements to be transferred and their value for removal from District's Schedule of Property Ownership that are going to another local government.
5. Provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.

E. Purchasing

1. Assist in selection of vendors as needed for services, goods, supplies, materials. Obtain pricing proposals as needed and in accordance with District rules and state law.
2. Prepare RFPs for Administrative Services as needed, such as audit services, legal services, and engineering services.



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3. Prepare and process requisitions for capital expenses, in coordination with District Engineer.

F. Risk Management

1. Prepare and follow risk management policies and procedures.
2. Recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.
3. Process and assist in the investigation of insurance claims, in coordination with Counsel of the District.
4. Review insurance policies and coverage amounts of District vendors.
5. Provide for an update to the Schedule of Values of Assets owned by the District for purposes of procuring adequate coverage.
6. Maintain and monitor Certificates of Insurance for all service and contract vendors.

FINANCIAL AND REVENUE COLLECTION:

A. Administer Prepayment Collection:

1. Provide payoff information and pre-payment amounts as requested by property owners.
2. Monitor, collect and maintain records of prepayment of assessments.
3. Coordinate with Trustee to confirm semi-annual interest payments and bond call amounts.
4. Prepare periodic continuing disclosure reports to investment bankers, bond holder and reporting agencies.

B. Administer Assessment Roll Process:

1. Prepare annual assessment roll for collection of debt service and operations and maintenance assessments.
2. Update roll to reflect per unit and per parcel assessments based on adopted fiscal year budgets.
3. Verify assessments on platted lots, commercial properties or other assessable lands.
4. Convert final assessment roll to County Property Appraiser or Tax Collector format and remit to county.
5. Execute and issue Certificate of Non-Ad Valorem Assessments to County.

C. Administer Assessments for Off Tax Roll parcels/lots:

1. Maintain and update current list of owners of property not assessed via the tax roll.
2. Prepare and issue direct invoices for the annual debt service and operations and maintenance assessments.
3. Monitor collection of direct invoices and prepare and send delinquent/collection notices as necessary.



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D. True-Up Analysis:

1. Annually compare current and un-platted lots to original development plan to ensure adequate collection of assessment revenue as necessary.
2. Prepare true-up calculations and invoice property owners for true-up payments as necessary.

ADDITIONAL SERVICES:

A. Meetings

1. Extended meetings (beyond three (3) hours in length); continued meetings, special/additional meetings (not including annual budget workshop);

B. Financial Reports

1. Modifications and Certification of Special Assessment Allocation Report;
2. True-Up Analysis;
 - a) Should certain modifications be made to a Special Assessment Allocation Report a review of the current platted and un-platted lots compared to the original development plan maybe be required to ensure adequate collection of assessment revenue.
 - b) Should it be required prepare true-up calculations and invoice property owners for true-up payments as necessary;

C. Bond Issuance Services

1. Special Assessment Allocation Report;
 - a) Prepare benefit analysis based on infrastructure to be funded with bond proceeds.
 - b) Prepare Preliminary Special Assessment Allocation Report and present to District board and staff.
 - c) Present Final Special Assessment Allocation Report to board and staff at noticed public hearing levying special assessments
2. Bond Validation;
 - a) Coordinate the preparation of a Bond Validation Report which states the "Not-to-exceed" par amount of bonds to be issued by the District and present to board as part of the Bond Resolution.
 - b) Provide expert testimony at bond validation hearing in circuit court.
3. Certifications and Closing Documents;
 - a) Prepare or provide signatures on all closing documents, certificates or schedules related to the bond issue that are required by District Manager or District Assessment Methodology Consultant.



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- D. Electronic communications/e-blasts;
- E. Special requests;
- F. Amendment to District boundary;
- G. Grant Applications;
- H. Escrow Agent;
- I. Continuing Disclosure/Representative/Agent;
- J. Community Mailings e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.
- K. Public Records Requests - Refer to **Exhibit D** of this Contract for responsibilities;

LITIGATION SUPPORT SERVICES:

Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues.

ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES:

- A. Issue estoppel letters as needed for property transfers
 - 1. Prepare estoppel letter reflecting current district assessment information as required for sale or transfer of residential or commercial property within the District.
 - 2. Issue lien releases for properties which prepay within in the District.
- B. Bond prepayment processing
 - 1. Collect bond pre-payments, both short term and long term bonds, verify amounts and remit to Trustee with deposit instructions.
 - 2. Maintain collection log showing all parcels that have pre-paid assessments.
 - 3. Prepare, execute and issue release of lien to be recorded in public records.



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EXHIBIT B
Schedule of Fees

STANDARD ON-GOING SERVICES:

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

<i>(PRIOR TO ADDITION OF COORDINATOR)</i>	MONTHLY	ANNUALLY
Management:	\$ 2,523.58	\$30,283.00
Administrative:	\$ 524.33	\$ 6,292.00
Accounting:	\$ 1,769.17	\$21,230.00
Financial & Revenue Collections:	\$ 504.17	\$ 6,050.00
Assessment Roll (1):		\$ 6,050.00
Total Standard On-Going Services:	\$ 5,321.25	\$69,905.00

<i>(AFTER ADDITION OF COORDINATOR)</i>	MONTHLY	ANNUALLY
Management:	\$ 5,972.85	\$ 71,674.19
Administrative:	\$ 524.33	\$ 6,292.00
Accounting:	\$ 1,769.17	\$ 21,230.00
Financial & Revenue Collections:	\$ 504.17	\$ 6,050.00
Assessment Roll (1):		\$ 6,050.00
Total Standard On-Going Services:	\$ 8,770.52	\$111,296.19

(1) Assessment Roll is paid in one lump-sum payment at the time the roll is completed



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ADDITIONAL SERVICES:

	FREQUENCY	RATE
Extended and Continued Meetings	Hourly	\$ 180.25
Additional Meetings (includes meeting prep, attendance and drafting of minutes)	Hourly	\$ 180.25
Estoppel Requests (billed to requestor):		
One Lot (on tax roll)	Per Occurrence	\$ 100
Two+ Lots (on tax roll)	Per Occurrence	\$ 125
One Lot (direct billed by the District)	Per Occurrence	\$ 100
Two–Five Lots (direct billed by the District)	Per Occurrence	\$ 150
Six–Nine Lots (direct billed by the District)	Per Occurrence	\$ 200
Ten+ Lots (direct billed by the District)	Per Occurrence	\$ 250
Long Term Bond Debt Payoff Requests	Per Occurrence	\$ 100/Lot
Two+ Lots	Per Occurrence	Upon Request
Short Term Bond Debt Payoff Requests &		
Long Term Bond Debt Partial Payoff Requests		
One Lot	Per Occurrence	\$ 125
Two – Five Lots	Per Occurrence	\$ 200
Six – Ten Lots	Per Occurrence	\$ 300
Eleven – Fifteen Lots	Per Occurrence	\$ 400
Sixteen+ Lots	Per Occurrence	\$ 500
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public Records Requests	Hourly	Upon Request
Litigation Support Services	Hourly	Upon Request

PUBLIC RECORDS REQUESTS FEES:

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

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



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LITIGATION SUPPORT SERVICES:

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

JOB TITLE:	HOURLY RATE:
President	\$ 300.00
Chief Financial Officer	\$ 250.00
Vice President	\$ 225.00
Regional District Manager	\$ 200.00
Accounting Manager	\$ 200.00
Finance Manager	\$ 200.00
District Manager	\$ 175.00
Amenity Services Manager	\$ 175.00
Clubhouse Manager	\$ 150.00
Field Services Manager/Landscape Specialist	\$ 150.00
Senior Accountant	\$ 150.00
Staff Accountant	\$ 100.00
Financial Associate	\$ 100.00
Administrative Assistant	\$ 85.00
Accounting Clerk	\$ 85.00



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Tab 8

INNERLIGHT ENGINEERING CORPORATION

11490 Emerald Coast Parkway • Suite 2W • Miramar Beach, Florida • 32550

www.ieceng.com

THINK

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SOLVE

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SERVE

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

Work Authorization No. 4

Stormwater O&M Compliance Reporting

(ALYS BEACH, FLORIDA)

April __, 2025

THIS WORK AUTHORIZATION AGREEMENT, MADE AND ENTERED INTO THIS __ DAY OF APRIL, 2025 is presented according to the requirements established within the executed "Agreement Between Somerset Community Development District and Innerlight Engineering Corporation for Professional Engineering Services" (Blanket Agreement) made and entered into on May 12, 2014 (and ratified by the District Board of Supervisors at the August 11, 2014 Board Meeting), whose mailing addresses are as follows:

SOMERSET COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Walton County, Florida, whose address is 120 Richard Jackson Boulevard, Panama City Beach, FL 32407 (the "District"), and

INNERLIGHT ENGINEERING CORPORATION, whose mailing address is 11490 Emerald Coast Parkway, Suite 2W, Miramar Beach, Florida, 32550 ("Engineer").

WHEREAS, the District wishes to engage Engineer for the performance of Professional Engineering and / or Surveying Services; and has determined that Engineer is qualified to serve as Engineer for the Client; and

WHEREAS, the District intends to employ Consultant to perform one or more of the following services as specified and contractually obligated through authorized requests in writing:

- Civil Engineering
- Land Surveying
- Technical Studies
- Infrastructure Conditions Assessment

WHEREAS, Engineer shall serve as District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to District during the performance of his services. **NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained the acts and deeds to be performed by the parties, and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

Exhibit A: Scope of Services.

It is the Engineer's understanding that the Somerset Community Development District is required to, pursuant to Florida Senate Bill 7040 (aka, the Florida Stormwater Ratification Bill) (or previous regulatory O&M responsibilities), complete several respective tasks related to Operation and Maintenance of District owned or maintained stormwater management facilities (SWMFs). These are understood to be the following in no particular order. One, preparation of a comprehensive Stormwater Operation and Maintenance Plan (O&M); two, preparation/development of a detailed inspection program; three, preparation of a detailed O&M cost estimate; and four, completion of a Certification of Financial Capability for Perpetual O&M Entities Form(s). The proposal below assumes 6 total discrete SWMFs onsite.

Task 1: SWMFs Operation and Maintenance Plan (@3,800 / Discrete SWMF System) \$ 22,800.00

The following components are anticipated as part of the specific Scope of Work:

- Prepare an Operation and Maintenance Plan for the District's SWMFs meeting the requirements of the Northwest Florida Water Management Districts' (NFWWMD) Environmental Resource Permit Applicant's Handbook, Volume I, Section 12.4.1(a), to include the following at a minimum:
 - 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 (IEC will ONLY incorporate readily available information, this task does not include Legal investigations and reporting such as Title Searches, etc.)
 - Permitted or as-built plans of the stormwater water management system (Readily Available Only).

Task 2: Cost Estimate Opinion (@\$1,250 / Discrete SWMF System) \$ 7,500.00

The following components are anticipated as part of the specific Scope of Work:

- Prepare an Engineers' Opinion of Probable Cost Meeting the Inspection and Maintenance related components required as part of NFWWMD's, Section 12.4.1(a) discussed in Task 1 above.

ASSUMPTIONS and EXCLUSIONS

The following assumptions and exclusions are noted:

- Services other than those specifically outlined in Task 1 above are excluded.

Exhibit D: Compensation.

- I. **Basic Services:** As full and complete compensation for basic services, Innerlight Engineering Corporation shall be paid basic compensation in accordance with (a) below:
- a. **A Fixed Fee of thirty thousand, three hundred dollars and No Cents (\$30,300.00).**
- II. **Hourly Rates:** Not Applicable

REIMBURSABLE EXPENSES. It is understood and agreed that the payment of compensation for Reimbursable Expenses under this contract shall be based upon the executed Professional Services Agreement.

ACCEPTANCE. Acceptance of this Agreement will authorize by writing Innerlight Engineering Corporation to complete the Scope of Work as outlined above and is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

Attest:

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

Assistant Secretary/Secretary

By: Chairman, Board of Supervisors

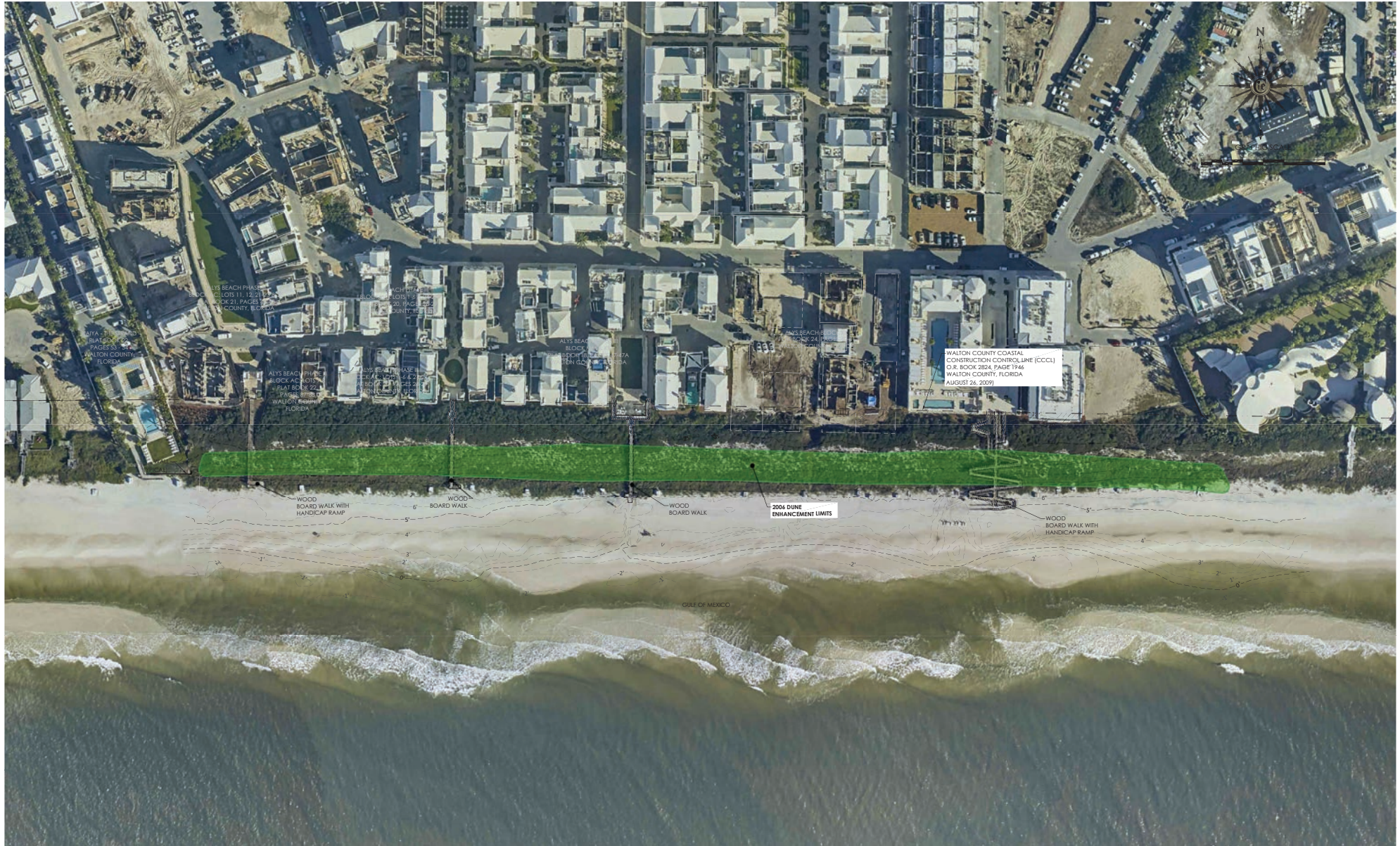
INNERLIGHT ENGINEERING CORPORATION



Witness

By: James A. Martelli, P.E.
Its: Director

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UPCOMING DATES TO REMEMBER

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

District Manager's Report

April 3

2025

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FINANCIAL SUMMARY

General Fund Cash & Investment Balance:

February 28, 2025
\$ 821,887.00

Reserve Fund Cash & Investment Balance:

\$ 2,834,111.00

Total Cash and Investment Balances:

\$ 3,655,998.00

General Fund

FY24/25 Budget	\$	915,364.00
TYD Expenditures	\$	299,729.00
YTD Budget – 2/28/25	\$	<u>402,458.00</u>
YTD Budget Trend (over)/under	\$	102,729.00

Reserve Fund

FY24/25 Budget	\$	720,000.00
TYD Expenditures 2/28/25	\$	(77,147.00)
Unbilled Reserve Items	\$	<u>(111,376.73)</u>
Remaining FY Budget	\$	(531,476.27)



Noteworthy Items

1. Reserve Study – Initial draft has been returned for Staff input. Areas are being reviewed and compared for necessary updates. We will revisit the report following the completion of the Public Facilities Report.
2. Budget Schedule
 - Proposed Budget: June 5, 2025
 - Final Budget: August 7, 2025
3. Website Updates – Areas of the District's website have been refreshed with District specific information.