



Rizzetta & Company

Somerset Community Development District

**Board of Supervisors' Meeting
October 2, 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

Somerset Conference Hall, located at 215 Nonesuch Way 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

September 18, 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, October 2, 2025, at 2:00 p.m. (Central Time)** at the Somerset Conference Hall, located at 215 Nonesuch Way, Alys Beach, FL 32461. The following is the Final Agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Board of Supervisors Meeting Held on August 7, 2025..... Tab 1
 - B. Ratification of Operation and Maintenance Expenditures for months of July 2025 – August 2025..... Tab 2
- 4. CONSENT AGENDA – RATIFICATION OF MAINTENANCE ITEMS Tab 3**
 - A. Alys Beach Resorts
 1. PO #25-05: RR-2 Streetlight Pole & Fixture
 - B. AquaPro Water Systems
 1. WA #25-05: McGee Well Pump & Motor Replacement
 2. WA #25-06: McGee Well Plumbing Repair
 - C. Couch Collective
 1. WA #25-05: Paver Repairs at Intersection of 30A & N Somerset Street
 2. WA #25-06: Beach Club Plaza Step Lighting Repair
 - D. Lake Doctors: Algae Treatment
 - E. McHenry Electric
 1. WA #25-23: Employee Parking Lot Lighting Repair
 2. WA #25-24: L&M Block/McGee Park Ped Path Lighting Repair
 3. WA #25-25: A&E Pedestrian Path Lighting
 4. WA #25-26: RR-2 Streetlight Removal/Installation
 5. WA #25-28: Amphitheater Lighting Repair
 6. WA #25-29: Amphitheater Lighting Troubleshoot
 - F. Rip's Professional Lawn Care
 1. WA #25-17: 30A Irrigation Repair
 2. WA #25-18: Distribution Main Irrigation Repair (EE-6)
 3. WA #25-19: Distribution Main Irrigation Repair (XX-8)
- 5. BUSINESS ITEMS**
 - A. Ratification of Fiscal Year 2025/2026 Insurance Policies..... Tab 4
 - B. Discussion and Consideration of Dune Maintenance Operations:
 1. Proposal for Plant Migration Limitation Tab 5
 2. FY 2025/2026 Dune Maintenance Agreement Tab 6
 - C. Consideration of Contract for Professional District Management Services..... Tab 7

6. STAFF REPORTS

- A. District Counsel
- B. District Engineer
 - 1. Presentation of Tidal Water Survey Tab 8
- C. Facilities Manager
- D. District Manager
 - 1. Presentation of District Manager Report

7. SUPERVISOR REQUESTS AND COMMENTS

8. ADJOURNMENT

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

Sincerely,
Kimberly O'Mera
Kimberly O'Mera
District Manager

Tab 1

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

August 7, 2025 - Minutes of Meeting

Page 1

MINUTES OF MEETING

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

**SOMERSET
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Somerset Community Development District was held on **Thursday, August 7, at 2:00 p.m. (Central Time)** at the Somerset Conference Hall, located at 215 Nonesuch Way, Alys Beach, FL 32461.

Present and constituting a quorum:

| | |
|-------------------|--|
| Robert Stenhammer | Board Supervisor, Chairman |
| John Rosenberg | Board Supervisor, Vice Chairman |
| George Hartley | Board Supervisor, Assistant Secretary <i>(Via speakerphone)</i> |
| Tom Dodson | Board Supervisor, Assistant Secretary |
| Belinda Ballew | Board Supervisor, Assistant Secretary |

Also present were:

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

FIRST ORDER OF BUSINESS

Call to Order

Ms. O'Mera called the meeting to order at 2:06 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

August 7, 2025 - Minutes of Meeting

Page 2

THIRD ORDER OR BUSINESS

**Consideration of Minutes of the Board
of Supervisors Meeting Held on
June 5, 2025**

On a motion by Mr. Stenhammer, seconded by Ms. Ballew, with all in favor, the Board approved the Minutes of the Regular Meeting of the Board of Supervisors held on June 5, 2025, for Somerset Community Development District.

FOURTH ORDER OR BUSINESS

**Ratification of Operation and
Maintenance Expenditures for the
Months of May - June 2025**

Ms. O'Mera presented the maintenance expenditures to the Board of Supervisors and asked if there were any questions. There were no questions.

On a motion by Mr. Dodson, seconded by Mr. Rosenberg, with all in favor, the Board ratified the Operations and Maintenance Expenditures for the month of May 2025 in the amount of \$34,254.47, June 2025, in the amount of \$202,148.55, 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 with Mr. Lang and Mr. Stenhammer expanding on instances of repairs or specific authorizations.

On a motion by Mr. Stenhammer, seconded by Ms. Ballew, with all in favor, the Board ratified the following expenditures:

by Alys Beach Resorts:

- PO # 25-04: PP-2 Streetlight Pole & Fixture (Reserves): \$5,445.00

by AquaPro Water Systems:

- WA #25-02: West Well Equipment Replacement (Reserves): \$5,970.00
- WA #25-03: East Well Equipment Replacement (Reserves): \$6,317.00
- WA #25-04: West & Caliza Well Repairs (Reserves): not-to-exceed \$11,000.00

by Arbor Tree Care:

- 30A Palm Trimming (Freeze Damage): \$6,500.00

by Couch Collective:

- WA #25-04: Paver Repairs at N Castle Harbour & 30A: \$2,810.00

by Griffin Traffic Signals:

- Crosswalk Assembly Repair: \$1,200.00

by Lake Doctors:

- Impeller Pump Housing: \$206.05

by McHenry Electric:

- WA #25-12: M6-M7 Ped Path Lighting Repairs: \$250.00
- WA #25-13: NN Parking Ped Path Lighting Repairs: \$547.50
- WA #25-14: W La Garza Ct/ Turtle Bale Palm Lighting Repairs: \$575.00
- WA #25-15: Street Lighting Electrical Repairs: \$1,126.00
- WA #25-16: Ped Path & Landscape Lighting Repairs #1: \$850.00
- WA #25-17: Ped Path & Landscape Lighting Repairs #2: \$3,173.20
- WA #25-18: Lake Marilyn Fountain Power Repair: \$120.00
- WA #25-19: Ped Path Lighting Repair LL7-8: \$250.00
- WA #25-20: PP2 Streetlight Installation (Reserves): \$1,421.00
- WA #25-21: West Well Sub Panel Repair: \$1,642.45
- WA #25-22: N Castle Harbour Ped Path Lighting Repair: \$3,908.25

by Rip's Professional Lawn Care:

- WA#25-12: 30A Sod Damage Repair: \$2,672.00
- WA#25-13: Lake Marylin East Valve Repair: not-to-exceed \$7,500.00
- WA#25-14: Mainline Repair at N Somerset & Hognenny: \$6,994.25
- WA#25-15: 30A Palm Tree Replacement (Freeze Damage): \$9,980.00

for Somerset Community Development District.

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

August 7, 2025 - Minutes of Meeting

Page 4

SIXTH ORDER OR BUSINESS

**Presentation/Consideration of
Proposal for Tidal Water Survey**

Mr. Stenhammer presented the proposal for discussion. Mr. Martelli noted that the survey would be beneficial support to the maintenance programs performed by the District.

On a motion by Mr. Dodson, seconded by Mr. Rosenberg, with all in favor, the Board approved the completion of Tasks 1-8 of the Proposal from Innerlight Engineering for Tidal Water Survey, in the amount of \$44,500.00, for Somerset Community Development District.

SEVENTH ORDER OR BUSINESS

**Consideration of Proposal for Update
to Pavement Management Manual**

On a motion by Mr. Stenhammer, seconded by Mr. Dodson, with all in favor, the Board approved the proposal from Innerlight Engineering for Update to the Pavement Management Manual, in the amount of \$4,800.00, for Somerset Community Development District.

EIGHTH ORDER OF BUSINESS

**Presentation of Stormwater Operation
& Maintenance Plan and Consideration
of Costs Associated with Stormwater
System Assessment, Initial Conditions
Report and, O&M Restoration Program**

Mr. Martelli presented the proposal package on District stormwater management facilities, and discussion ensued. Mr. Martelli advised that substantial restoration work is expected and recommended phasing the work over several years for funding purposes. He noted that the inspections, report, and plan would be completion in FY 2026.

On a motion by Ms. Ballew, seconded by Mr. Hartley, with all in favor, the Board approved the proposal from Innerlight Engineering for Stormwater System Assessment , Initial Conditions Report, and O&M Restoration Program, in the amount of \$180,000.00, to be funded by as a disbursement from Reserves, for Somerset Community Development District.

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

August 7, 2025 - Minutes of Meeting

Page 5

NINTH ORDER OF BUSINESS

**Public Hearing on Fiscal Year 2025-2026
Final Budget**

On a motion by Mr. Stenhammer, seconded by Mr. Rosenberg, with all in favor, the Board opened the Public Hearing on Fiscal Year 2025-2026 Budget, for Somerset Community Development District.

There being no audience present, there were no comments.

On a motion by Mr. Rosenberg, seconded by Mr. Stenhammer, with all in favor, the Board closed the Public Hearing on Fiscal Year 2025-2026 Budget, for Somerset Community Development District.

TENTH ORDER OR BUSINESS

**Presentation of Proposed Final
Budget for Fiscal Year 2025-2026**

Ms. O'Mera presented the proposed final budget for discussion. Mr. Stenhammer recommended authorizing Staff to transfer any excess Fiscal Year 2024/2025 Operating Funds to the Reserves to earn higher interest.

On a motion by Mr. Stenhammer, seconded by Mr. Dodson, with all in favor, the Board directed Staff to transfer any excess Fiscal Year 2024-2025 budgeted Operating funds to the Reserves account upon the closing of the September Financials, for Somerset Community Development District.

ELEVENTH ORDER OR BUSINESS

**Consideration of Resolution 2025-07,
Annual Appropriations and Adopting
the Final Budget for FY 2025/2026**

On a motion by Mr. Stenhammer, seconded by Mr. Dodson, with all in favor, the Board adopted Resolution 2025-07, Annual Appropriations and Adopting Fiscal Year 2025-2026 Final Budget, for Somerset Community Development District.

TWELFTH ORDER OF BUSINESS

**Public Hearing to Consider the Imposition of
Operations and Maintenance Special
Assessments**

On a motion by Mr. Stenhammer, seconded by Mr. Hartley, with all in favor, the Board opened the Public Hearing to Consider the Imposition of Operations and Maintenance Special Assessments for Fiscal Year 2025-2026, for Somerset Community Development District.

There being no audience present, there were no comments.

On a motion by Mr. Hartley, seconded by Mr. Stenhammer, with all in favor, the Board closed the Public Hearing to Consider the Imposition of Operations and Maintenance Special Assessments for Fiscal Year 2025-2026, for Somerset Community Development District.

THIRTEENTH ORDER OR BUSINESS

**Consideration of Resolution 2025-08,
Making a Determination of Benefit;
Imposing Special Assessments;
Providing for the Collection and
Enforcement of Special Assessments;
Certifying Assessment Roll**

On a motion by Mr. Stenhammer, seconded by Ms. Ballew, with all in favor, the Board adopted Resolution 2025-08, Making a Determination of Benefit, Imposing Special Assessments, Providing for the Collection and Enforcement of Special Assessments, and Certifying an Assessment Roll for Fiscal Year 2025-2026, for Somerset Community Development District.

FOURTEENTH ORDER OF BUSINESS

**Consideration of Fiscal Year 2025-2026
Direct Collection Agreement**

On a motion by Mr. Dodson, seconded by Ms. Ballew, with all in favor, the Board approved Fiscal Year 2025-2026 Direct Collection Agreement with EBSCO Gulf Coast Development, Inc, for Somerset Community Development District.

FIFTEENTH ORDER OR BUSINESS

**Consideration of Resolution 2025-09,
Annual Meeting Schedule for Fiscal
Year 2025-2026**

On a motion by Mr. Rosenberg, seconded by Mr. Dodson, with all in favor, the Board adopted Resolution 2025-09, Setting the Fiscal Year 2025-2026 Meeting Schedule, as presented, for Somerset Community Development District.

SIXTEENTH 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

Mr. Martelli had no specific report to present but invited questions from the Board. There were no questions.

C. Facilities Manager

Mr. Lang had no specific report to present but invited questions from the Board. There were no questions.

D. District Manager

Ms. O'Mera reviewed the District Manager Report and noted the upcoming District Insurance Renewal.

SEVENTEENTH ORDER OF BUSINESS

**Supervisor Requests and Audience
Comments**

There being no audience present, there were no comments.

EIGHTEENTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Dodson, seconded by Mr. Rosenberg, with all in favor, the Board adjourned the meeting at 3:05 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 July 2025 For Board Approval

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

The total items being presented: **\$143,534.37**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Somerset Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2025 Through July 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 | 300104 | CL00026422 | Monthly Facility Management 06/25 | \$8,381.00 |
| ALYS Beach Resort LLC | 300108 | CL00026444 | Lighting Repairs 06/25 | \$23,949.19 |
| ALYS Beach Resort LLC | 500009 | CL00026444 R | Lighting Repairs 06/25 | \$5,320.42 |
| Aqua Pro Water Systems - FL/GA | 300091 | 109856872 | Chemical/Salt Installation 06/25 | \$15.00 |
| Aqua Pro Water Systems - FL/GA | 300091 | 109856893 | Chemical/Salt Installation 06/25 | \$15.00 |
| Aqua Pro Water Systems - FL/GA | 300091 | 109856914 | Chemical/Salt Installation 06/25 | \$375.00 |
| Aqua Pro Water Systems - FL/GA | 300091 | 109856935 | Chemical/Salt Installation 06/25 | \$15.00 |
| Aqua Pro Water Systems - FL/GA | 300094 | 109857981 | Chemical/Salt Installation 06/25 | \$15.00 |
| Aqua Pro Water Systems - FL/GA | 300094 | 109858002 | Chemical/Salt Installation 06/25 | \$15.00 |
| Aqua Pro Water Systems - FL/GA | 300094 | 109858023 | Chemical/Salt Installation 06/25 | \$165.00 |
| Aqua Pro Water Systems - FL/GA | 300094 | 109858044 | Chemical/Salt Installation 06/25 | \$15.00 |
| Aqua Pro Water Systems - FL/GA | 300097 | 110092040 | Chemical/Salt Installation 07/25 | \$15.00 |
| Aqua Pro Water Systems - FL/GA | 300098 | 110091977 | Chemical/Salt Installation 07/25 | \$60.00 |
| Aqua Pro Water Systems - FL/GA | 300098 | 110092019 | Chemical/Salt Installation 07/25 | \$435.00 |

Somerset Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2025 Through July 31, 2025

| <u>Vendor Name</u> | <u>Check Number</u> | <u>Invoice Number</u> | <u>Invoice Description</u> | <u>Invoice Amount</u> |
|--------------------------------|---------------------|-----------------------|----------------------------------|-----------------------|
| | | | | \$15.00 |
| Aqua Pro Water Systems - FL/GA | 300100 | 110254938 | Chemical/Salt Installation 07/25 | \$15.00 |
| Aqua Pro Water Systems - FL/GA | 300100 | 110254959 | Chemical/Salt Installation 07/25 | \$510.00 |
| Aqua Pro Water Systems - FL/GA | 300100 | 110254980 | Chemical/Salt Installation 07/25 | \$15.00 |
| Aqua Pro Water Systems - FL/GA | 300100 | 110255001 | Chemical/Salt Installation 07/25 | \$15.00 |
| Aqua Pro Water Systems - FL/GA | 300105 | 110091998 | Chemical/Salt Installation 07/25 | \$180.00 |
| Aqua Pro Water Systems - FL/GA | 300109 | 110584302 | Chemical/Salt Installation 07/25 | \$405.00 |
| Aqua Pro Water Systems - FL/GA | 300109 | 110584335 | Chemical/Salt Installation 07/25 | \$15.00 |
| Aqua Pro Water Systems - FL/GA | 300109 | 110584356 | Chemical/Salt Installation 07/25 | \$135.00 |
| Aqua Pro Water Systems - FL/GA | 300114 | 110584281 | Chemical/Salt Installation 07/25 | \$645.00 |
| Aqua Pro Water Systems - FL/GA | 300114 | 110793687 | Chemical/Salt Installation 07/25 | \$465.00 |
| Aqua Pro Water Systems - FL/GA | 300114 | 110793708 | Chemical/Salt Installation 07/25 | \$390.00 |
| Aqua Pro Water Systems - FL/GA | 300114 | 110794113 | Chemical/Salt Installation 07/25 | \$15.00 |
| Aqua Pro Water Systems - FL/GA | 300114 | 110794134 | Chemical/Salt Installation 07/25 | |
| | | | East Well Equipment Replacements | \$6,317.00 |
| Aqua Pro Water Systems - FL/GA | 500008 | 110647622 | 07/25 | |

Somerset Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2025 Through July 31, 2025

| Vendor Name | Check Number | Invoice Number | Invoice Description | Invoice Amount |
|--------------------------------|--------------|-----------------------|--|----------------|
| Aqua Pro Water Systems - FL/GA | 500010 | 110659189 | Caliza Well Repair/Replacements 07/25 | \$8,989.00 |
| Aqua Pro Water Systems - FL/GA | 500010 | 110664961 | West Well Repair/Replacements 07/25 | \$2,000.00 |
| Arbor Tree Care | 300111 | 0014224 | Medjool Date Systemic Injections 06/25 | \$10,400.00 |
| Couch Collective, LLC | 300106 | CC 2025-98 | Road Paver Repair 07/25 | \$2,810.00 |
| Couch Collective, LLC | 300110 | CC 2025-88 | Road Paver Repair 07/25 Project # 2 | \$2,280.00 |
| Dune Doctors, LLC | 300101 | 050125-4 | Quarterly Maintenance Phase May - July | \$29,354.83 |
| Florida Power & Light Company | 300116 | 21125-35741 03/25 ACH | 15 CALIZA LN 03/25 | \$30.37 |
| Florida Power & Light Company | 300116 | 21125-35741 04/25 ACH | 15 CALIZA LN 04/25 | \$28.90 |
| Florida Power & Light Company | 300116 | 21125-35741 05/25 ACH | 15 CALIZA LN 05/25 | \$29.46 |
| Florida Power & Light Company | 300116 | 21125-35741 06/25 ACH | 15 CALIZA LN 06/25 | \$29.10 |
| Florida Power & Light Company | 20250718-1 | 21046-33165 06/25 ACH | 9954 E County Highway 30A 06/25 | \$35.59 |
| Florida Power & Light Company | 20250718-1 | 21080-12465 06/25 ACH | 9396 E County Highway 30A 06/25 | \$272.43 |
| Florida Power & Light Company | 20250718-1 | 21125-35816 06/25 ACH | 106 N Somerset Street 06/25 | \$27.77 |
| Florida Power & Light Company | 20250718-1 | FPL Summary 06/25 ACH | | \$588.03 |
| Florida Power & Light Company | 20250718-1 | 861 | FPL Summary 06/25 | |

Somerset Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2025 Through July 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 | 20250721-1 | 21125-35147 | 06/25 ACH 305 Somerset Street 06/25 Arbitrage Rebate Calculation Series | \$1,833.35 \$500.00 |
| LLS Tax Solutions, Inc. | 300092 | 0003782 | 2022 | \$250.00 |
| McHenry Electric, Inc. | 300095 | | 26459 M6-M7 ped path lighting repairs 06/25 WA#25-20 PP-2 Streetlight Installation | \$1,421.00 |
| McHenry Electric, Inc. | 500011 | | 26483 07/25 Monthly Pump Station Maintenance | \$225.00 |
| Mills Supply | 300102 | | 10571 07/25 Service Call - Lake Fill Valve Issue | \$400.00 |
| Mills Supply | 300102 | | 10588 06/25 Crosswalk signs, post, & soil plate | \$1,200.00 |
| Murdock Investments, LLC DBA GRIFFIN TRAFFIC SIGNALS | 300103 | | 3388 07/25 | \$6,925.00 |
| Murdock Investments, LLC DBA GRIFFIN TRAFFIC SIGNALS | 300103 | | 3389 Cross Walk Maintenance 07/25 | \$8,975.00 |
| Rip's Professional Lawn Care, Inc. | 300112 | | 341109 Monthly Landscape Maintenance 06/25 | \$6,994.25 |
| Rip's Professional Lawn Care, Inc. | 300112 | | 341501 Irrigation Repairs 06/25 | \$5,646.25 |
| Rizzetta & Company, Inc. | 300093 | INV0000100551 | District Management Fees 07/25 | \$1,259.67 |
| Rizzetta & Company, Inc. | 300099 | INV0000100605 | Mass Mailing - Budget Notice 07/25 | \$1,310.88 |
| Rizzetta & Company, Inc. | 300107 | INV0000100665 | Personal Reimbursement 07/25 | \$1,310.88 |
| Rizzetta & Company, Inc. | 300115 | INV0000101168 | Personal Reimbursement 07/25 | |

Somerset Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2025 Through July 31, 2025

| <u>Vendor Name</u> | <u>Check Number</u> | <u>Invoice Number</u> | <u>Invoice Description</u> | <u>Invoice Amount</u> |
|------------------------|---------------------|-----------------------|-------------------------------------|----------------------------|
| | | | | \$55.00 |
| The Lake Doctors, Inc. | 300096 | 287806B | Monthly Monitoring/Inspection 07/25 | |
| | | | | <u>\$425.00</u> |
| VGlobal Tech | 300113 | | 7476 Website ADA Compliance 07/25 | |
| Report Total | | | | <u>\$143,534.37</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 August 2025 For Board Approval

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

The total items being presented: **\$314,928.39**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Somerset Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2025 Through August 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 | 300120 | CL00026770 | Monthly Facility Management 07/25 | \$8,381.00 |
| ALYS Beach Resort LLC | 300130 | CL00026660 | Streetlight Repairs 07/25 | \$1,145.56 |
| ALYS Beach Resort LLC | 500012 | CL00026660 Reserve | Street Light repairs 07/25 | \$15,961.26 |
| Aqua Pro Water Systems - FL/GA | 300117 | 110793950 | Chemical/Salt Installation 07/25 | \$270.00 |
| Aqua Pro Water Systems - FL/GA | 300117 | 110794227 | Chemical/Salt Installation 07/25 | \$315.00 |
| Aqua Pro Water Systems - FL/GA | 300117 | 110794248 | Chemical/Salt Installation 07/25 | \$150.00 |
| Aqua Pro Water Systems - FL/GA | 300117 | 110794269 | Chemical/Salt Installation 07/25 | \$15.00 |
| Aqua Pro Water Systems - FL/GA | 300121 | 111060848 | Service Call McGee Equipment 07/25 | \$125.00 |
| Aqua Pro Water Systems - FL/GA | 300125 | 111014139 | Chemical/Salt Installation 08/25 | \$705.00 |
| Aqua Pro Water Systems - FL/GA | 300125 | 111014160 | Chemical/Salt Installation 08/25 | \$780.00 |
| Aqua Pro Water Systems - FL/GA | 300125 | 111014202 | Chemical/Salt Installation 08/25 | \$135.00 |
| Aqua Pro Water Systems - FL/GA | 300127 | 111219860 | Chemical/Salt Installation 08/25 | \$345.00 |
| Aqua Pro Water Systems - FL/GA | 300127 | 111219881 | Chemical/Salt Installation 08/25 | \$240.00 |
| Aqua Pro Water Systems - FL/GA | 300127 | 111219902 | Chemical/Salt Installation 08/25 | \$630.00 |

Somerset Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2025 Through August 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 | 300127 | 111219923 | Chemical/Salt Installation 08/25 | \$135.00 |
| Aqua Pro Water Systems - FL/GA | 300131 | 111119984 | Service Call East Well Equipment 07/25 | \$250.00 |
| Aqua Pro Water Systems - FL/GA | 300138 | 111218590 | Chemical/Salt Installation 08/25 | \$480.00 |
| Aqua Pro Water Systems - FL/GA | 300138 | 111218611 | Chemical/Salt Installation 08/25 | \$480.00 |
| Aqua Pro Water Systems - FL/GA | 300138 | 111218632 | Chemical/Salt Installation 08/25 | \$360.00 |
| Aqua Pro Water Systems - FL/GA | 300138 | 111218653 | Chemical/Salt Installation 08/25 | \$75.00 |
| Aqua Pro Water Systems - FL/GA | 300139 | 111407900 | Chemical/Salt Installation 08/25 | \$690.00 |
| Aqua Pro Water Systems - FL/GA | 300139 | 111407921 | Chemical/Salt Installation 08/25 | \$525.00 |
| Aqua Pro Water Systems - FL/GA | 300139 | 111407942 | Chemical/Salt Installation 08/25 | \$105.00 |
| Aqua Pro Water Systems - FL/GA | 300140 | 111407879 | Chemical/Salt Installation 08/25 | \$555.00 |
| Aqua Pro Water Systems - FL/GA | 300144 | 114605269 | Chemical/Salt Installation 08/25 | \$195.00 |
| Aqua Pro Water Systems - FL/GA | 300144 | 114605291 | Chemical/Salt Installation 08/25 | \$375.00 |
| Aqua Pro Water Systems - FL/GA | 300144 | 114607489 | Chemical/Salt Installation 08/25 | \$225.00 |
| Aqua Pro Water Systems - FL/GA | 300144 | 114607511 | Chemical/Salt Installation 08/25 | \$75.00 |

Somerset Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2025 Through August 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 | 300148 | 114607562 | Chemical/Salt Installation 08/25 | \$195.00 |
| Aqua Pro Water Systems - FL/GA | 300148 | 114607584 | Chemical/Salt Installation 08/25 | \$300.00 |
| Aqua Pro Water Systems - FL/GA | 300148 | 114607734 | Chemical/Salt Installation 08/25 | \$195.00 |
| Aqua Pro Water Systems - FL/GA | 300148 | 114607756 | Chemical/Salt Installation 08/25 | \$60.00 |
| Arbor Tree Care | 300122 | 0014196 | Tree Trimming 06/25 | \$6,500.00 |
| Belinda Ann Ballew | 300132 | BB080725 | Board of Supervisors Meeting 08/07/25 | \$200.00 |
| Florida Power & Light Company | 20250820-1 | 21046-33165 07/25 ACH | 9954 E County Highway 30A 07/25 | \$264.34 |
| Florida Power & Light Company | 20250820-1 | 21080-12465 07/25 ACH | 9396 E County Highway 30A 07/25 | \$214.41 |
| Florida Power & Light Company | 20250820-1 | 21125-35147 07/25 ACH | 305 Somerset Street 07/25 | \$2,372.42 |
| Florida Power & Light Company | 20250820-1 | 21125-35816 07/25 ACH | 106 N Somerset Street 07/25 | \$28.02 |
| Florida Power & Light Company | 20250820-1 | FPL Summary 07/25 ACH | FPL Summary 07/25 | \$504.75 |
| Gannett Florida LocaliQ | 300145 | 0007248607 | Legal Advertising 07/25 | \$878.60 |
| George Hartley | 300133 | GH080725 | Board of Supervisors Meeting 08/07/25 | \$200.00 |
| Innerlight Engineering Corporation | 300126 | 10195 | Engineering Services 03/25 - 06/25 | \$10,850.00 |

Somerset Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2025 Through August 31, 2025

| <u>Vendor Name</u> | <u>Check Number</u> | <u>Invoice Number</u> | <u>Invoice Description</u> | <u>Invoice Amount</u> |
|------------------------------------|---------------------|-----------------------|---|-----------------------|
| Innerlight Engineering Corporation | 300126 | 10397 | Engineering Services 07/25 | \$1,000.00 |
| Innerlight Engineering Corporation | 300128 | 10436 | NPDES Weekly Inspection 05/25 - 07/25 | \$6,650.00 |
| Innerlight Engineering Corporation | 300134 | 10196 | Engineering Services 06/25 | \$11,400.00 |
| Innerlight Engineering Corporation | 300134 | 10396 | Engineering Services 07/25 | \$11,400.00 |
| John Rosenberg | 300135 | JR080725 | Board of Supervisors Meeting 08/07/25 | \$200.00 |
| Kutak Rock, LLP | 300146 | 3579961 | Legal Services 04/25 | \$2,431.50 |
| Kutak Rock, LLP | 300146 | 3611415 | Legal Services 06/25 | \$1,593.00 |
| McHenry Electric, Inc. | 300118 | 26498 | Relocated power for RIP and Well 07/25 | \$1,642.45 |
| McHenry Electric, Inc. | 300118 | 26499 | Restored lighting 07/25 | \$3,908.25 |
| McHenry Electric, Inc. | 300147 | 26525 | Trouble Shoot Lighting for Employee Parking 08/25 | \$690.00 |
| Mills Supply | 300123 | 10604 | Monthly Pump Station Maintenance 08/25 | \$225.00 |
| Rip's Professional Lawn Care, Inc. | 300141 | 347275 | Palm tree replacement 07/25 | \$9,980.00 |
| Rip's Professional Lawn Care, Inc. | 300141 | 347276 | Irrigation Repair SW Buttery 07/25 | \$610.50 |
| Rip's Professional Lawn Care, Inc. | 300141 | 347503 | Monthly Landscape Maintenance 07/25 | \$8,975.00 |

Somerset Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2025 Through August 31, 2025

| <u>Vendor Name</u> | <u>Check Number</u> | <u>Invoice Number</u> | <u>Invoice Description</u> | <u>Invoice Amount</u> |
|------------------------------------|---------------------|-----------------------|--|----------------------------|
| Rip's Professional Lawn Care, Inc. | 300141 | 347514 | Irrigation Repairs 07/25 | \$2,662.60 |
| Rip's Professional Lawn Care, Inc. | 500013 | 350007 | 30A Sod Replacement 07/25 | \$185,951.34 |
| Rizzetta & Company, Inc. | 300119 | INV0000101281 | District Management Fees 08/25 | \$5,646.25 |
| Rizzetta & Company, Inc. | 300129 | INV0000101363 | Personal Reimbursement 08/25 | \$1,298.57 |
| Rizzetta & Company, Inc. | 300143 | INV0000101990 | Personal Reimbursement 08/25 | \$1,298.57 |
| Robert E Stenhammer | 300136 | RS080725 | Board of Supervisors Meeting 08/07/25 | \$200.00 |
| The Lake Doctors, Inc. | 300124 | 296105B | Monthly Monitoring/Inspection 08/25 | \$55.00 |
| Thomas M Dodson | 300137 | TD080725 | Board of Supervisors Meeting 08/07/2025 | \$200.00 |
| VGlobal Tech | 300142 | 7555 | Website ADA Compliance 08/25 | <u>\$425.00</u> |
| Report Total | | | | <u>\$314,928.39</u> |

Tab 3



CONSENT AGENDA – RATIFICATION OF MAINTENANCE ITEMS

| | |
|--|--------------|
| A. Alys Beach Resorts: | |
| 1. PO #25-05: RR-2 Streetlight Pole & Fixture (Reserves) | \$ 5,445.00 |
| B. AquaPro Water Systems: | |
| 1. WA #25-05: McGee Well Pump & Motor Replacement (Reserves) | \$ 9,150.00 |
| 2. WA #25-06: McGee Well Plumbing Repair (Reserves)..... | \$ 850.00 |
| D. Couch Collective: | |
| 1. WA #25-05: Paver Repairs at Intersection of 30A & N Somerset Street ... | \$ 1,580.00 |
| 2. WA #25-06: Beach Club Plaza Step Lighting Repair (Reserves)..... | \$ 21,054.00 |
| E. Lake Doctors: Algae Treatment | \$ 600.00 |
| F. McHenry Electric: | |
| 1. WA #25-23: Employee Parking Lot Lighting Repair | \$ 690.00 |
| 2. WA #25-24: L&M Block/McGee Park Ped Path Lighting Repair..... | \$ 695.00 |
| 3. WA #25-25: A&E Pedestrian Path Lighting..... | \$ 2,276.00 |
| 4. WA #25-26: RR-2 Streetlight Removal/Installation (Reserves)..... | \$ 2,350.00 |
| 5. WA #25-28: Amphitheater Lighting Repair | \$ 1,353.00 |
| 6. WA #25-29: Amphitheater Lighting Troubleshoot | \$ 950.00 |
| H. Rip's Professional Lawn Care: | |
| 1. WA #25-17: 30A Irrigation Repair | \$ 2,823.04 |
| 2. WA #25-18: Distribution Main Irrigation Repair (EE-6)..... | \$ 2,571.04 |
| 3. WA #25-19: Distribution Main Irrigation Repair (XX-8)..... | \$ 494.34 |

Total: \$ 52,881.42

Alys Beach Resorts

PURCHASE ORDER AGREEMENT FOR GOODS
PO# 25-05

| 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: Doug Lang |
| 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: | August 28, 2025 |
| Project Address: | RR-2 | 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: \$5,445.00

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 (Aug 29, 2025 15:10:52 CDT)

Name: **Robert Stenhammer**

Title: **Chairman**

Date Executed: **Aug 29, 2025**

ALYS BEACH RESORTS, LLC

Seller

Sign:

By: Douglas Lang
Douglas Lang (Aug 29, 2025 14:52:42 CDT)

Name: **Douglas Lang**

Title: **Community projects and services manager**

Date Executed: **Aug 29, 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*.



Town Operations

| |
|---|
| DATE: 8/28/2025 |
| NAME: Somerset Community Development District c/o Rizzetta |
| LOCATION: East Sugar Lump @RR2 |
| PROJECT: Street Light Replacement |
| ESTIMATED START DATE: |
| ESTIMATED COMPLETION DATE: |

| |
|--------------------------------|
| DESCRIPTION: |
| Replace T4 Street Light |
| |
| |
| |

| | |
|--------------------------------------|------------------|
| MATERIALS: | |
| Street Light Pole and Fixture | \$5445.00 |
| | |
| | |
| | |
| | |
| | |
| LABOR: | |
| | |
| | |
| | |
| SUBTOTAL: | |
| TAX: | |
| TOTAL: | |
| | 5445.00 |

| | |
|-----------------------|--------------|
| NAME: | DATE: |
| SIGNATURE: | |
| ABM NAME: | DATE: |
| ABM SIGNATURE: | |

AquaPro

WORK AUTHORIZATION #25-05

August 29, 2025

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

Subject: **Work Authorization Number 25-05** (“**Work Authorization**”)
Somerset Community Development District

Dear Board of Supervisors:

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

I. Scope of Work

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

II. Fees

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

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

Sincerely,


Bragg Jones (Sep 2, 2025 08:43:54 CDT)

Authorized Representative of
Aqua Pro Water Systems

APPROVED AND ACCEPTED

By 
Robert Stenhammer(Aug29, 2025 11:31:58 CDT)

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

Date: Aug 29, 2025

Attachment A



17710 Beach Park Trail Ste 102
Panama City Beach FL, 32413

AquaPro Water Systems
17710 Beach Park Trail, Ste 102
Panama City Beach FL, 32413
850-340-1311
billing@aquaprows.com
aquaprows.com

Estimate 111002632
Job 110746025
Estimate Date 7/25/2025
Customer PO

Billing Address

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

Job Address

McGee Well
9581 East County Highway 30A
#MCGEE WELL
Alys Beach, FL 32461 USA

Estimate Details

Pump and Motor Replacment

| Service # | Description | Quantity | Your Price | Your Total |
|-----------|---|----------|------------|------------|
| SCCOM | Commercial Service - - Pull Old Pump - Acid Wash Well - Install New Pump Equipment | 1.00 | \$5,000.00 | \$5,000.00 |
| Sales | Pearl 5HP Sub-motor 230V | 1.00 | \$2,200.00 | \$2,200.00 |
| Sales | Pearl 55GPM Liquid End | 1.00 | \$1,100.00 | \$1,100.00 |
| Sales | #8-3 Wire | 1.00 | \$750.00 | \$750.00 |

Materials

| Material | Description | Quantity | Your Price | Your Total |
|-------------|---------------------------------|----------|-----------------------|------------|
| MISCPLUMSUP | Miscellaneous Plumbing Material | 1.00 | \$100.00 | \$100.00 |
| | | | Sub-Total | \$9,150.00 |
| | | | Tax | \$0.00 |
| | | | Total | \$9,150.00 |
| | | | Est. Financing | \$117.14 |

If paying by check please add invoice number to memo line.
Thank you for choosing AquaPro Water Systems!

WORK AUTHORIZATION #25-06

August 29, 2025

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

Subject: **Work Authorization Number 25-06** (“**Work Authorization**”)
Somerset Community Development District

Dear Board of Supervisors:

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

I. Scope of Work

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

II. Fees

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

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

Sincerely,


Brian Jones (Sep 2, 2025 08:35:17 CDT)

Authorized Representative of
Aqua Pro Water Systems

APPROVED AND ACCEPTED

By: Robert Stenhammer
Robert Stenhammer (Aug 29, 2025 11:31:21 CDT)
Chair/Vice-Chair, Board of Supervisors
Somerset Community Development District

Date: Aug 29, 2025

Attachment A



17710 Beach Park Trail Ste 102
Panama City Beach FL, 32413

Aqua Pro Water Systems
17710 Beach Park Trail, Ste 102
Panama City Beach FL, 32413
850-340-1311
billing@aquaprows.com
aquaprows.com

Estimate 110994780
Job 110746025
Estimate Date 7/25/2025
Customer PO

Billing Address

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

Job Address

McGee Well
9581 East County Highway 30A
#MCGEE WELL
Alys Beach, FL 32461 USA

Estimate Details

Repair Busted Plumbing

| Service# | Description | Quantity | Your Price | Your Total |
|----------|--|----------|------------|------------|
| SCCOM | Commercial Service Call Includes | 1.00 | \$250.00 | \$250.00 |
| | <ul style="list-style-type: none"> Dispatch Fee 15 Minutes of Labor Inspection/Diagnosis by a Certified Technician. | | | |
| | *Additional labor will apply for repair after first 15 minutes. | | | |
| COML | Commercial Labor - 30 Minutes | 3.00 | \$100.00 | \$300.00 |

Materials

| Material | Description | Quantity | Your Price | Your Total |
|------------|---------------------------------|----------|------------|------------|
| MISCPUMSUP | Miscellaneous Plumbing Material | 1.00 | \$300.00 | \$300.00 |
| Sub-Total | | | | \$850.00 |
| Tax | | | | \$0.00 |
| Total | | | | \$850.00 |

If paying by check please add invoice number to memo line.
Thank you for choosing Aqua Pro Water Systems!

Couch Collective

WORK AUTHORIZATION #25-05

August 22, 2025

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

Subject: **Work Authorization Number 25-05 ("Work Authorization")**
Somerset Community Development District

Dear Board of Supervisors:

Couch Collective, LLC ("Contractor") is pleased to submit this work authorization to provide paver repair, installation and/or replacement services for the Somerset Community Development District ("District"). We will provide these services pursuant to our current *Agreement for Paver Repair, Installation and Replacement Services* dated April 3, 2025 ("Agreement") as follows:

I. Scope of Work

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

II. Fees

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

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

Sincerely,

Mason Couch

Mason Couch (Aug 26, 2025 15:47:28 CDT)

Authorized Representative of
Couch Collective, LLC

APPROVED AND ACCEPTED

By: Robert Stenhammer
Robert Stenhammer (Aug 22, 2025 16:12:30 CDT)

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

Date: Aug 22, 2025

Attachment A

Couch Collective LLC

31 Devilsg Ave
Santa Rosa Beach, FL
32459-0607 USA
(904) 736-9004
mason@couchcollective.com
www.Collective LLC



Estimate

ADDRESS

Somerset Community Development District
Tampa, FL 33614

ESTIMATE

1003

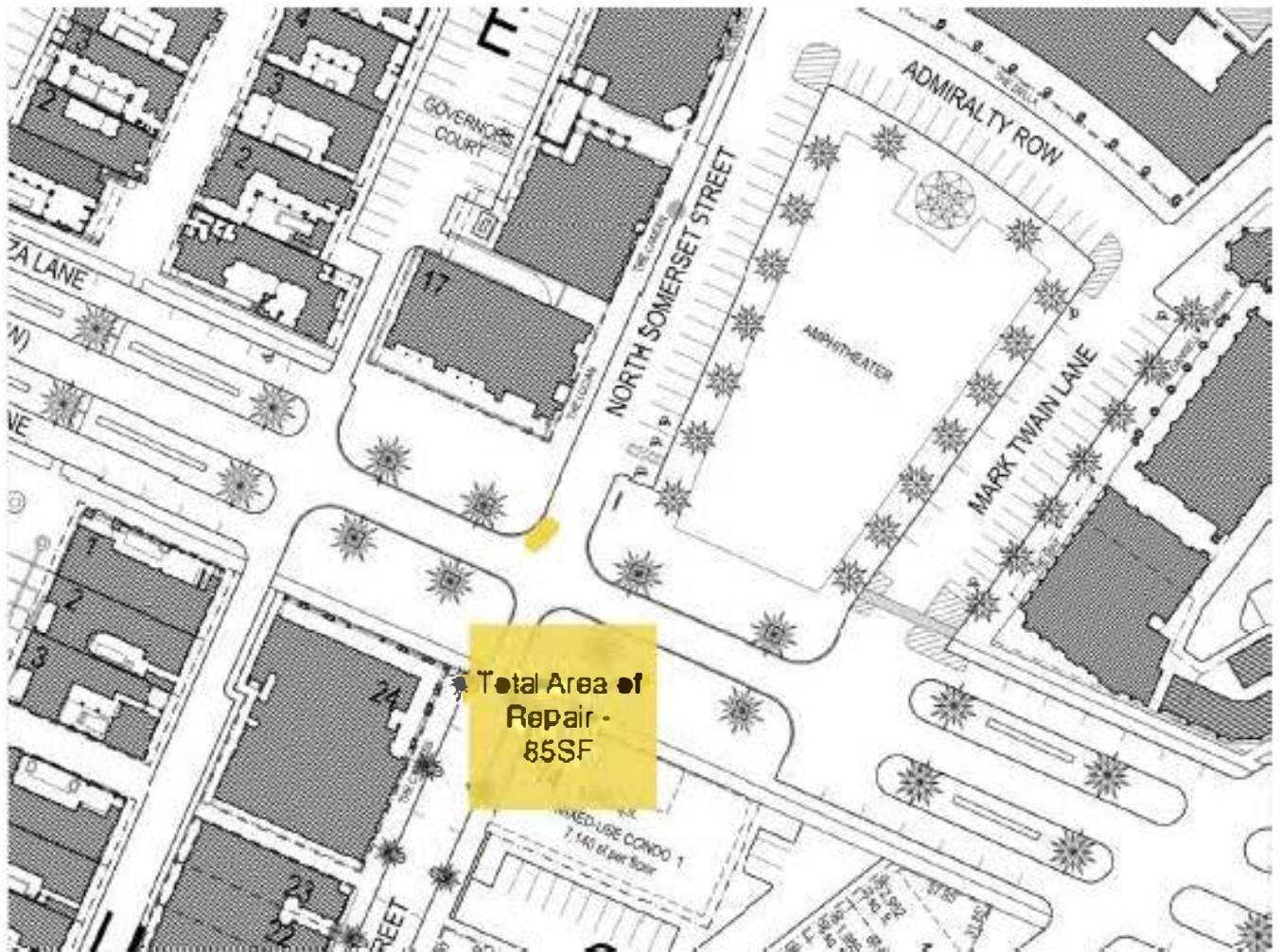
DATE

08/21/2025

| DESCRIPTION | | QTY | RATE | AMOUNT |
|----------------------------|--|-----|----------|------------|
| CDD - Road Paver Repair | Repair Corner at Intersection of - N Somerset and 30A | 1 | 1,580.00 | 1,580.00 |
| TOTAL | | | | \$1,580.00 |

Accepted By

Accepted Date



WORK AUTHORIZATION #25-06

September 11, 2025

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

Subject: **Work Authorization Number 25-06 ("Work Authorization")**
Somerset Community Development District

Dear Board of Supervisors:

Couch Collective, LLC ("Contractor") is pleased to submit this work authorization to provide paver repair, installation and/or replacement services for the Somerset Community Development District ("District"). We will provide these services pursuant to our current *Agreement for Paver Repair, Installation and Replacement Services* dated April 3, 2025 ("Agreement") as follows:

I. Scope of Work

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

II. Fees

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

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

Sincerely,


Mason Couch (Sep 16, 2025 09:55:18 CDT)

Authorized Representative of
Couch Collective, LLC

APPROVED AND ACCEPTED

By: Robert Stenhammer
Robert Stenhammer (Sep 12, 2025 11:19:20 CDT)

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

Date: Sep 12, 2025

Attachment A

ESTIMATE

Couch Collective LLC
30 Devlieg Ave
Santa Rosa Beach, FL 32459-0607

mason@collective.lc
+1 (678) 736-9304



Bill to
Somerset Community Development District
Tampa, FL 33614

Ship to
Somerset Community Development District
Tampa, FL 33614

Estimate details

Estimate no.: 1017
Estimate date: 09/09/2025

| # | Product or service | Description | Qty | Rate | Amount |
|-------|--|--|-----|----------|-------------|
| 1. | B.C Plaza Step Light Replacement (PLAZA ONLY) | - Remove Existing Light/ Transformer - Prep Opening for New Fixture / Transformer - Furnish and Install Step Light (WAC 4901- 27W/1) - Prep / Patch and Paint Affected Stucco at Fixture | 33 | \$638.00 | \$21,054.00 |
| Total | | | | | \$21,054.00 |

Accepted date

Accepted by

The Lake Doctors

WORK AUTHORIZATION #25-3

August 26, 2025

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

Subject: **Work Authorization Number 25-3 (“Work Authorization”)**
Somerset Community Development District

Dear Board of Supervisors:

The Lake Doctors, Inc. (“Contractor”) is pleased to submit this work authorization to provide additional aquatic maintenance and repair services for the Somerset Community Development District (“District”). We will provide these services pursuant to our current *Agreement Between the Somerset Community Development District and The Lake Doctors, Inc., for Pond Inspection and Monitoring Services*, as amended (“Agreement”) as follows:

I. Scope of Work

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

II. Fees

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

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

Sincerely,

Pasco Gibson
Pasco Gibson (Aug 26, 2025 14:11:54 CDT)

Authorized Representative of
The Lake Doctors, Inc.

APPROVED AND ACCEPTED

By: Robert Stenhammer
Robert Stenhammer (Aug 26, 2025 09:14:06 CDT)
Chair/Vice-Chair, Board of Supervisors
Somerset Community Development District

Date: Aug 26, 2025

ATTACHMENT A



The Lake Doctors, Inc.
Aquatic Management Services

8307 E Bay Blvd
Navarre, FL 32566
(850) 334-5747
navarre@lakedoctors.com
www.lakedoctors.com

Water Management Agreement

This Agreement, made this 26th day of August, 2025 is between The Lake Doctors, Inc., a Florida corporation ("the Company") and the following "Customer":

PROPERTY NAME (Community/Business/Individual) Somerset Community Development District

MANAGEMENT COMPANY c/o Rizzetta & Company, Inc.

INVOICING ADDRESS 3434 Colwell Ave., Suite 200

CITY Tampa STATE FL ZIP 33634 PHONE (850) 334-9055

EMAIL ADDRESS cdk@rizzetta.com

The parties hereto agree to the following:

- A. The Company agrees to manage certain lakes and/or waterways for a period of **ONE TIME APPLICATION** from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s):
One (1) pond associated with Somerset CDD in Alys Beach, FL

Includes a major application for control of noxious aquatic vegetation (Acceptable level of control shall be 80%). Aquatic weeds will re-grow after treatment; no length of control is guaranteed.

- B. Customer agrees to pay the Company the following sum for specified aquatic management services:

| | | | |
|----|---|-----------|---------------|
| 1. | Application for Underwater / Floating Vegetation | \$ | 600.00 |
| 2. | Follow up inspection approximately 10-14 days after | \$ | INCLUDED |
| 3. | Detailed Service Report | \$ | INCLUDED |
| | Total of Services Accepted | \$ | 600.00 |

\$600.00 of the above sum total shall be due and payable upon execution of this Agreement; plus, any additional costs such as sales taxes, permitting fees, monitoring, reporting, water testing and related costs mandated by any governmental or regulatory body related to service under this Agreement.

- C. The Company uses products which, in its sole discretion, are intended to provide effective and safer results.
- D. The Company agrees to commence treatment within thirty (30) days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.
- E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by Customer to the Company on or before September 26, 2025.
- F. The Terms and Conditions appearing on the reverse side form an integral part of this Agreement, and Customer hereby acknowledges that it has read and is familiar with the contents thereof.

CUSTOMER PREFERENCES

INVOICE FREQUENCY: MONTHLY EVERY OTHER MONTH QUARTERLY SEMIANNUAL ANNUAL

INVOICE TIMING: BEGINNING OF THE MONTH WITH SERVICE COMPLETION

EMAIL INVOICE: YES NO If yes, provide invoice email: _____

EMAIL WORK ORDER: YES NO If yes, provide work order email: _____

THIRD PARTY COMPLIANCE/REGISTRATION: YES NO

THIRD PARTY INVOICING PORTAL: YES NO

***If a Third Party Compliance/Registration or an Invoice Portal is required, it is the Customer's responsibility to provide the information.*

REQUESTED START MONTH: _____ | PURCHASE ORDER #: _____

THE LAKE DOCTORS, INC.

Signed [Signature]
Title Sales Manager

CUSTOMER:

Signed _____ Date _____
Name _____
Title _____

McHenry Electric

Proposal #: 25-114
Amount: \$ 690.00

WORK AUTHORIZATION FOR MAINTENANCE SERVICES - WA #25-23

This Work Authorization (the "Work Authorization"), dated August 14, 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

Niki Carr
Niki Carr (Aug 15, 2025 07:06:00 CDT)
Witness

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

Robert Stenhammer
Robert Stenhammer (Aug 14, 2025 16:09:20 CDT)

By: Robert Stenhammer
Its: Chairman

MCHENRY ELECTRIC, INC.

D. Clayton Mchenry
D. Clayton Mchenry (Aug 15, 2025 12:27:03 CDT)

By: D. Clayton Mchenry
Its: President

Exhibit A: Proposal/Scope of Services

Proposal

No. 25-114

McHenry Electric, Inc

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

| | | |
|---|-----------------------------------|---|
| Proposal Submitted To: Somerset CDD & Rizzetta & Company, Inc. | Phone: 850-334-9055 | Date: August 4, 2025 |
| Street: 3434 Colwell Ave Suite 200 | Job Name: Employee Parking lot | |
| City, State, and Zip code: Tampa, FL 33614 | Job Location: W Parking Ct | |
| Architect: N/A | Date of plans: N/A | City, State and Zip code: Alys Beach, FL 32461 |

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

Six hundred ninety dollars and 00/100 ----- (\$ 690.00)

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: Restore lighting to employee parking lot.

Includes the following:

A. Troubleshoot lighting for employee parking lot (W Parking Ct).

B. Furnish and install (2) 20 Amp breakers to replace current.

Does Not Include: any warranty, liability, responsibility for any existing electrical wiring, fixtures, UCL, USB, OCC, dimmers, Decora devices, lamps, LED lamps, plug strips, lightening protection, exterior light package, emergency lights, switches, baseboard outlets, sod, generator, landscape lighting, EV charger, automatic transfer switch, garage door openers, plants, painting, or patching. All to be supplied by others.

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

Signature - _____

Date of Acceptance _____

WORK AUTHORIZATION FOR MAINTENANCE SERVICES - WA #25-24

This Work Authorization (the “**Work Authorization**”), dated August 22, 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.

SOMERSET COMMUNITY DEVELOPMENT DISTRICT


Assistant Secretary


Robert Stenhammer (Aug 22, 2025 16:13:14 CDT)

By: Robert Stenhammer
Its: Chairman

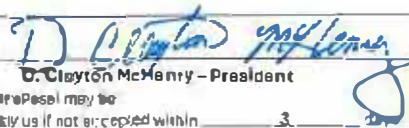
MCHENRY ELECTRIC, INC.


Niki Carr (Aug 22, 2025 15:38:42 CDT)
Witness


D. Clayton McHenry (Aug 25, 2025 17:59:49 CDT)

By: D. Clayton McHenry
Its: President

Exhibit A: Proposal/Scope of Services

| | | |
|--|---|---|
| Proposal McHenry Electric, Inc "Proudly Serving the Emerald Coast Since 1984" 3614 CROWN ROAD MIAMI BEACH, FL 33150 (305) 837-8003 EPO000321 | | |
| No. 25-124 | Proposal Number: 850-334-9066 | Date: August 22, 2025 |
| Project: Somerset CDD & Rizeeta & Compervaine | Job Name: PED path lighting | |
| Project Address: 3434 Cofwell Ave - Suite 200 City, State, and Zip code: Tampa, FL 33614 | Job Location: McGee Park (L & N Block) | |
| Architect: N/A | Date of bid: N/A | City, State and ZIP code: Mays Beach, FL 32461 |
| We propose hereby to furnish materials and labor to complete in accordance with specifications below for the sum of: Six hundred ninety five dollars and 00/100 ----- { \$ 695.00 | | |
| Payment to be made as follows: Net 30 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, war, riot, civil fire, terrorism, 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: <u>Restore PED path lighting for McGee Park.</u> | | |
| Includes the following: | | |
| A. Troubleshoot circuitry for the PED path. | | |
| B. Remove (1) defective tree light off of photocell. | | |
| C. Furnish and install (1) photocell/timer combo on the North end of McGee park (next to -02) to replace defective. | | |
| NOTE: We will need to return to repair and restore lighting to tree lights that have been grown over. | | |
| Does Not include: any warranty, liability, responsibility for any existing electrical wiring, fixtures, lamps, LED lamps, plug strips, lightning protection exterior light packages, emergency lights, switches, sqd, generator, landscape lighting, automatic transfer switch, garage door openers, plants, painting, or patching. All to be supplied by others. | | |
| Acceptance of proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You authorize to do the work as specified. Payment will be made as specified 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 to use any cost increases from this contract. We reserve the right to cease work due to nonpayment of invoices. | | Signature- _____ Date of Acceptance _____ |

Proposal #: 25-130
Amount: \$ 2,276.00

WORK AUTHORIZATION FOR MAINTENANCE SERVICES

This **Work Authorization** (the “**Work Authorization**”), dated August 29, 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.


SOMERSET COMMUNITY DEVELOPMENT DISTRICT


Assistant Secretary


Robert Stenhammer (Aug 29, 2025 13:27:01 CDT)

By: Robert Stenhammer
Its: Chairman


MCHENRY ELECTRIC, INC.


Niki Carr (Aug 29, 2025 14:21:32 CDT)
Witness


D. Clayton Mchenry (Aug 30, 2025 16:24:47 CDT)

By: D. Clayton Mchenry
Its: president

Exhibit A: Proposal/Scope of Services

| Proposal McHenry Electric, Inc. <small>"Providing the Emerald Coast Since 1964"</small> 50 Harkness Road Atlantic Beach, FL 32160 Phone: 813-540-3131 Fax: 813-540-3131 | | |
|--|---|---------------------------------|
| Project Description: Statement: D & S Properties & Company, Inc. Address: 3424 Collings Ave Suite 200 City, State and Zip Code: Tampa, FL 33614 Architect: JJA | Price: (\$50,273.66) Bid Name: PED B&H Bid Location: A & E Ped Lett City, State and Zip Code: Atlanta, GA 30346 | Date: August 28, 2025 |
| We warrant hereby to furnish materials and labor - complete in accordance with specifications shown, for the sum of: | | |
| Two Thousand Two Hundred Seventy Six Dollars and 00/100 (\$2,276.00) | | |
| Payment to be made as follows: | | |
| Net 15 days. All items charge of 15% per month (18% per annum) will be charged on all unpaid balance 100% due upon completion. | | |
| All work to be completed in a workmanlike manner according to standard practices. Any alterations or additions must be approved by the client before work begins. The client shall be responsible for obtaining all permits and licenses required for this work. All materials and equipment used shall be of the highest quality and shall be subject to inspection by the client at any time. The client shall be responsible for providing access to the work area and for protecting existing structures and landscaping. The contractor shall be responsible for obtaining all necessary insurance. | | |
| Authorized Signature:  Clayton McHenry - President Note: If no price is provided, the contractor may be held liable for the cost of the work. | | |
| We hereby submit specifications and estimates for: Furnish and Install (3) Garden Posts. | | |
| includes the following: | | |
| A) Remove low voltage cables and boxes around (3) trees. | | |
| B) Furnish and install (3) black garden posts, bubble covers, and GFI outlets. | | |
| C) Furnish and install (3) 120/2V transformers and mount inside garden posts. | | |
| D) Furnish and install new low voltage cables and connectors for the (3) existing lights. | | |
| Does Not include: any warranty, liability, or insurance for any existing electrical wiring, fixtures, IEC, USB, OCC, dimmers, record devices, lamps, LED lamps, plug strips, lightning protection, exterior light packages, emergency lighting, switches, baseboard outlets, sod, generator, landscape lighting, pool lighting, generator cord, fuel, automatic transfer switch, garage door opener, 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. Payment will be made as outlined above. | | |
| NOTE: This price is based on current market prices. If any material price increases over \$16, the above price will have to be adjusted. The above price is only valid for 3 days from the date above. | | |
| This job is not complete until 3 days after the necessary adjustments to the contract price. Prevailing price is always to be paid and we reserve the right to cease work due to non-payment of invoices. | | |
| Signature - _____ Date of Acceptance - _____ | | |

WORK AUTHORIZATION FOR MAINTENANCE SERVICES - WA #25-26

This Work Authorization (the “**Work Authorization**”), dated September 3, 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 (Sep 3, 2025 14:58:06 CDT)

By: Robert Stenhammer
Its: Chairman

Niki Carr
Niki Carr (Sep 3, 2025 14:58:45 CDT)
Witness

MCHENRY ELECTRIC, INC.

D. Clayton Mchenry
D. Clayton Mchenry (Sep 5, 2025 10:36:03 CDT)

By: D. Clayton Mchenry
Its: President

Exhibit A: Proposal/Scope of Services

Proposal

No. 25-137

McHenry Electric, Inc

"Proudly Serving the Emerald Coast Since 1984"

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

| | | | |
|--|-----------------------|--|----------------------------|
| Proposal Submitted To: Somerset CDD & Rizzetta & Company, Inc | | Phone: 850-334-9055 | Date: September 2, 2025 |
| Street: 3434 Colwell Ave Suite 200 | | Job Name: T-4 Streetlight | |
| City, State, and Zip code: Tampa, FL 33614 | | Job Location: RR-02 | |
| 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 1a5% per month (1a% 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 (1) owner furnished streetlight.

Includes the followinga

A. Remove broken pole on East Sugar Lump Lane (RR-02).

B. Remove concrete basea

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 #: 25-086R
Amount: \$ 1,353.00

WORK AUTHORIZATION FOR MAINTENANCE SERVICES WA# 25-28

This Work Authorization (the “Work Authorization”), dated September 12, 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.

SOMERSET COMMUNITY DEVELOPMENT DISTRICT


Assistant Secretary


Robert Stenhammer (Sep 12, 2025 12:22:44 CDT)

By: Robert Stenhammer
Its: Chairman

MCHENRY ELECTRIC, INC.


Niki Carr (Sep 12, 2025 12:25:31 CDT)
Witness


D. Clayton Mchenry (Sep 15, 2025 12:17:52 CDT)

By: D. Clayton Mchenry
Its: President

Exhibit A: Proposal/Scope of Services

| | | | |
|---|------------------------------|---|------------------------------------|
| Proposal McHenry Electric, Inc "Proudly Serving the Emerald Coast Since 1984" 50 Hatchew Field Miramar Beach, FL 32550 (850) 837-9003 ER0009321 | | | |
| Proposal Submitted To: Somerset CDD & Pizzetta & Company, Inc | | Paid To: \$50,334.00 | Date: September 11, 2025 |
| Street: 3434 Colwell Ave Suite 200 | | Job Name: Palm Tree tip lights | |
| City, State, and Zip Code: Tampa, FL 33614 | | Job Location: Amphitheatre | |
| Architect: N/A | Date of Plans: N/A | City, State and Zip Code: Alys Beach, FL 32461 | |
| We propose hereby to furnish materials and labor to complete the following work with specifications below, for the sum of: One thousand three hundred fifty-three dollars and 00/100 (\$ 1,353.00) | | | |
| 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 deviation 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 life, tornado, and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance. | | Authorized Signature:  D. Clayton McHenry - President Note: This proposal may be withdrawn by us if not accepted within <u>3</u> days. | |
| We hereby accept specifications and estimates for: <u>Furnish and install (3) tree up lights.</u> | | | |
| Includes the following: | | | |
| A. Remove (3) 12V tree up lights. | | | |
| B. Furnish and install (3) brass 12V tree up lights. | | | |
| C. Furnish and install (3) 3K LED bulbs. | | | |
| D. Furnish and install (3) 6" extensions (bring the light off of the tree). | | | |
| E. Furnish and install (9) new weatherproof connectors. | | | |
| NOTES: Reuse all existing underground wire and conduit. | | | |
| Does Not Include: any warranty, liability, responsibility for any existing electrical wiring, fixtures, dimmers, lamps, underground wire, conduit, timers, transformers, LED lamps, plug strips, lightning protection, exterior light package, emergency lights, switches, sod, generator, photocells, and scene lighting, EV charger, auto transfer switch, garage door openers, plants, painting, or patching. All to be supplied by others. | | | |
| Acceptance of proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You authorize to do the work as specified. Payment will be made as outlined above. NOTE: the above price is based on current material prices. If any material price increases over 5%, the above price will have to be adjusted. The above price is only valid for 3 days from the date above. If the job is not completed within 3 days, it may 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 at any time. | | Signature: _____ Date of Acceptance: _____ | |

Proposal #: N/A
Amount: \$ 950.00

WORK AUTHORIZATION FOR MAINTENANCE SERVICES - WA# 25-29

This Work Authorization (the "Work Authorization"), dated September 12, 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 (Sep 12, 2025 12:31:06 CDT)

By: Robert Stenhammer
Its: Chairman


Niki Carr (Sep 12, 2025 12:31:29 CDT)
Witness

MCHENRY ELECTRIC, INC.


D. Clayton Mchenry (Sep 15, 2025 12:16:26 CDT)

By: D. Clayton Mchenry
Its: President

Exhibit A: Proposal/Scope of Services

INVOICE

BILL TO

████████████████████
9581 County Highway 30A East
Building A
Alys Beach, FL 32461

INVOICE

26520

DATE

08/13/2025

TERMS

Net 10

DUE DATE

08/23/2025

PO NUMBER

Amphitheatre WO #198150

| DESCRIPTION | QTY | AMOUNT |
|--|-----|--------|
| A) Troubleshoot a quadrant of tree lights that were not working in the Northwest corner. | | |
| B) Restored power to (5) palm tree lights. | | |
| WO #198150 | | |
| Total Labor and Material | 1 | 950.00 |

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

SUBTOTAL 950.00

TAX 0.00

Thank you for your business!

TOTAL 950.00

BALANCE DUE **\$950.00**

Rip's Professional Lawn Care

FORM OF ADDITIONAL SERVICES ORDER

WORK AUTHORIZATION #25-17 FOR ADDITIONAL LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

THIS WORK AUTHORIZATION (the “**Work Authorization**”), dated August 8, 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.


Secretary/Assistant Secretary

SOMERSET COMMUNITY DEVELOPMENT DISTRICT


Robert Stenhammer (Aug 8, 2025 16:10:52 CDT)
Chairman, Board of Supervisors


Shannon Jackson Smith (Aug 18, 2025 11:45:56 CDT)
Witness

RIP'S PROFESSIONAL LAWN CARE, INC.


James R. Thompson (Aug 20, 2025 08:41:45 CDT)

By: James R. Thompson
Its: Branch President

Exhibit A: Proposal/Scope of Additional Services

Juniper

Proposal

Proposal No.: 355939

Proposed Date: 08/07/25

| PROPERTY: | FOR: |
|--|--|
| Somerset Community Development District Kim O' Mea 84 Elbow Beach Road Somerset Community Highway 30A Corridor Inlet Beach, FL 32461 | 30A Irrigation repair/ Valve Replacement |

There are two 2" irrigation valves that are not working correctly. One is located At the cross walk at South Turtle Bale springs and 30A turf. This would Also be zone 10. The other valve is located East of the Amphitheater South of 30A. There is a 2" irrigation leak where truck has ran over a box and cracked the 2" pipe.





| ITEM | QTY | UOM | UNIT PRICE | EXT. PRICE | TOTAL |
|---|------|-----|------------|---------------|-------------------|
| 30A Irrigation repair / Valve Replacement | | | | | |
| Irrigation Renovation | | | | | \$5,000.00 |
| Not to Exceed Labor And Materials | 1.00 | 1 | \$5,000.00 | \$5,000.00 | |
| | | | | Total: | \$5,000.00 |

FORM OF ADDITIONAL SERVICES ORDER

WORK AUTHORIZATION #25-18 FOR ADDITIONAL LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

THIS WORK AUTHORIZATION (the “**Work Authorization**”), dated September 19, 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.

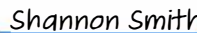
[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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


Secretary/Assistant Secretary

SOMERSET COMMUNITY DEVELOPMENT DISTRICT


Chairman, Board of Supervisors


Witness

RIP'S PROFESSIONAL LAWN CARE, INC.


James R. Thompson (Sep 22, 2023 08:38:16 CDT)

By: James R. Thompson
Its: Branch President

Exhibit A: Proposal/Scope of Additional Services

| Proposal | |
|----------------|----------|
| Proposal No.: | 362560 |
| Proposed Date: | 09/19/25 |

| PROPERTY: | FOR: |
|--|----------------------|
| Somerset Community Development District Kim O'Mera 84 Elbow Beach Road-Somerset Community Highway 30A Corridor Inlet Beach, FL 32461 | EE 6 Mainline Breack |

| ITEM | QTY | UOM | UNIT PRICE | EXT. PRICE | TOTAL |
|---|-------|-----|------------|---------------|-------------------|
| EE 6 Mainline Breack | | | | | |
| Irrigation Renovation | | | | | \$2,571.04 |
| 2 in Sch. 40 PVC Pipe | 7.00 | FT | \$3.97 | \$27.80 | |
| 4 in Slip Sch. 40 PVC 90 degree Elbow | 1.00 | EA | \$161.48 | \$161.48 | |
| 2 in Slip Sch. 40 PVC 90 degree Elbow | 5.00 | EA | \$13.40 | \$67.00 | |
| 2 in Slip Sch. 40 PVC Tee | 1.00 | EA | \$16.57 | \$16.57 | |
| 2 in Slip Plastic Ball Valve | 1.00 | EA | \$148.74 | \$148.74 | |
| 13 x 20 in Green Jumbo Valve Box with Lid | 1.00 | EA | \$349.45 | \$349.45 | |
| Irrigation Technician Labor | 24.00 | HR | \$75.00 | \$1,800.00 | |
| | | | | Total: | \$2,571.04 |

FORM OF ADDITIONAL SERVICES ORDER

WORK AUTHORIZATION #25-19 FOR ADDITIONAL LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

THIS WORK AUTHORIZATION (the “**Work Authorization**”), dated September 19, 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.


Secretary/Assistant Secretary

SOMERSET COMMUNITY DEVELOPMENT DISTRICT


Chairman, Board of Supervisors


Witness

RIP'S PROFESSIONAL LAWN CARE, INC.


Branch President

By: James R. Thompson
Its: Branch President

Exhibit A: Proposal/Scope of Additional Services

Proposal

Proposal No.: 363116

Proposed Date: 09/19/25

| PROPERTY: | FOR: |
|--|----------------------|
| Somerset Community Development District Kim Mera 84 Elbow Beach Road Somerset Community Highway 30A Corridor Inlet Beach, FL 32461 | Mainline break (XX8) |

| ITEM | QTY | UOM | UNIT PRICE | EXT. PRICE | TOTAL |
|-----------------------------|------|-----|------------|---------------|-----------------|
| Mainline break (XX8) | | | | | |
| Irrigation Renovation | | | | | \$494.34 |
| 3 in Slip Sch. 40 PVC Cap | 1.00 | EA | \$44.34 | \$44.34 | |
| Labor | 6.00 | HR | \$75.00 | \$450.00 | |
| | | | | Total: | \$494.34 |

Tab 4



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Somerset Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

About FIA

Florida Insurance Alliance (“FIA”), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects over 1,000 public entity members.

Competitive Advantage

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for “alleged” public official ethics violations
- Proactive in-house claims management and loss control department
- Risk management services including on-site loss control, property schedule verification and contract reviews
- Complimentary Property Appraisals
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

How are FIA Members Protected?

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA’s primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers.

What Are Members Responsible For?

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

Additional information regarding FIA and our member services can be found at www.fia360.org.

Quotation being provided for:

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

Term: October 1, 2025 to October 1, 2026

Quote Number: 100125653

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

| COVERED PROPERTY | |
|--|-------------|
| Total Insured Values –Building and Contents – Per Schedule on file totalling | \$670,400 |
| Loss of Business Income | \$1,000,000 |
| Additional Expense | \$1,000,000 |
| Inland Marine | |
| Scheduled Inland Marine | \$1,435,200 |

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

| | Valuation | Coinsurance |
|---------------|-------------------|-------------|
| Property | Replacement Cost | None |
| Inland Marine | Actual Cash Value | None |

| | | |
|--------------|-----------------------|---|
| DEDUCTIBLES: | \$2,500 | Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage. |
| | 5 % | Total Insured Values per building, including vehicle values, for "Named Storm" at each affected location throughout Florida subject to a minimum of \$10,000 per occurrence, per Named Insured. |
| | Per Attached Schedule | Inland Marine |

| Special Property Coverages | | |
|----------------------------|-------------|----------|
| Coverage | Deductibles | Limit |
| Earth Movement | \$2,500 | Included |
| Flood | \$2,500 * | Included |
| Boiler & Machinery | \$2,500 | Included |
| TRIA | | Included |

*Except for Zones A & V (see Terms and Conditions) excess of NFIP, whether purchased or not

TOTAL PROPERTY PREMIUM

\$20,952

Extensions of Coverage

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

| (X) | Code | Extension of Coverage | Limit of Liability |
|-----|------|---|--|
| X | A | Accounts Receivable | \$500,000 in any one occurrence |
| X | B | Animals | \$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period |
| X | C | Buildings Under Construction | As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project. |
| X | D | Debris Removal Expense | \$250,000 per insured or 25% of loss, whichever is greater |
| X | E | Demolition Cost, Operation of Building Laws and Increased Cost of Construction | \$500,000 in any one occurrence |
| X | F | Duty to Defend | \$100,000 any one occurrence |
| X | G | Errors and Omissions | \$250,000 in any one occurrence |
| X | H | Expediting Expenses | \$250,000 in any one occurrence |
| X | I | Fire Department Charges | \$50,000 in any one occurrence |
| X | J | Fungus Cleanup Expense | \$50,000 in the annual aggregate in any one occurrence |
| X | K | Lawns, Plants, Trees and Shrubs | \$50,000 in any one occurrence |
| X | L | Leasehold Interest | Included |
| X | M | Air Conditioning Systems | Included |
| X | N | New locations of current Insureds | \$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only |
| X | O | Personal property of Employees | \$500,000 in any one occurrence |
| X | P | Pollution Cleanup Expense | \$50,000 in any one occurrence |
| X | Q | Professional Fees | \$50,000 in any one occurrence |
| X | R | Recertification of Equipment | Included |
| X | S | Service Interruption Coverage | \$500,000 in any one occurrence |
| X | T | Transit | \$1,000,000 in any one occurrence |
| X | U | Vehicles as Scheduled Property | Included |
| X | V | Preservation of Property | \$250,000 in any one occurrence |
| X | W | Property at Miscellaneous Unnamed Locations | \$250,000 in any one occurrence |
| X | X | Piers, docs and wharves as Scheduled Property | Included on a prior submit basis only |

| | | | |
|---|----|---------------------------------------|----------------------------------|
| X | Y | Glass and Sanitary Fittings Extension | \$25,000 any one occurrence |
| X | Z | Ingress / Egress | 45 Consecutive Days |
| X | AA | Lock and Key Replacement | \$2,500 any one occurrence |
| X | BB | Awnings, Gutters and Downspouts | Included |
| X | CC | Civil or Military Authority | 45 Consecutive days and one mile |

CRIME COVERAGE

| <u>Description</u> | <u>Limit</u> | <u>Deductible</u> |
|---|--------------|-------------------|
| Forgery and Alteration | \$100,000 | \$1,000 |
| Theft, Disappearance or Destruction | \$100,000 | \$1,000 |
| Computer Fraud including Funds Transfer Fraud | \$100,000 | \$1,000 |
| Employee Dishonesty, including faithful performance, per loss | \$100,000 | \$1,000 |

Deadly Weapon Protection Coverage

| Coverage | Limit | Deductible |
|----------------------------|-------------|------------|
| Third Party Liability | \$1,000,000 | \$0 |
| Property Damage | \$1,000,000 | \$0 |
| Crisis Management Services | \$250,000 | \$0 |

AUTOMOBILE COVERAGE

| Coverages | Covered Autos | Limit | Premium |
|--|---------------|---|--------------|
| Covered Autos Liability | 8,9 | \$1,000,000 | Included |
| Personal Injury Protection | N/A | | Not Included |
| Auto Medical Payments | N/A | | Not Included |
| Uninsured Motorists including Underinsured Motorists | N/A | | Not Included |
| Physical Damage Comprehensive Coverage | N/A | Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning. See item Four for Hired or Borrowed Autos. | Not Included |
| Physical Damage Specified Causes of Loss Coverage | N/A | Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism See item Four for Hired or Borrowed Autos. | Not Included |
| Physical Damage Collision Coverage | N/A | Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto See item Four for Hired or Borrowed Autos. | Not Included |
| Physical Damage Towing And Labor | N/A | \$0 For Each Disablement Of A Private Passenger Auto | Not Included |

GENERAL LIABILITY COVERAGE (Occurrence Basis)

| | |
|---|--------------------|
| Bodily Injury and Property Damage Limit | \$1,000,000 |
| Personal Injury and Advertising Injury | Included |
| Products & Completed Operations Aggregate Limit | Included |
| Employee Benefits Liability Limit, per person | \$1,000,000 |
| Herbicide & Pesticide Aggregate Limit | \$1,000,000 |
| Medical Payments Limit | \$5,000 |
| Fire Damage Limit | Included |
| No fault Sewer Backup Limit | \$25,000/\$250,000 |
| General Liability Deductible | \$0 |

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

| | | |
|--|-----------|-------------|
| Public Officials and Employment Practices Liability Limit | Per Claim | \$1,000,000 |
| | Aggregate | \$2,000,000 |
| Public Officials and Employment Practices Liability Deductible | | \$0 |

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.
Non-Monetary \$100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability
Network Security Liability
Privacy Liability
First Party Extortion Threat
First Party Crisis Management
First Party Business Interruption
Limit: \$100,000 each claim/annual aggregate
Fraudulent Instruction: \$25,000



PREMIUM SUMMARY

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

Term: October 1, 2025 to October 1, 2026

Quote Number: 100125653

PREMIUM BREAKDOWN

| | |
|---|-----------------|
| Property (Including Scheduled Inland Marine) | \$20,952 |
| Crime | \$500 |
| Automobile Liability | Not Included |
| Hired Non-Owned Auto | Included |
| Auto Physical Damage | Not Included |
| General Liability | \$4,634 |
| Public Officials and Employment Practices Liability | \$3,922 |
| Deadly Weapon Protection Coverage | Included |
| TOTAL PREMIUM DUE | \$30,008 |

IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

(None)



PARTICIPATION AGREEMENT
Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2025, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

- (a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;
- (b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;
- (c) To abide by the rules and regulations adopted by the Board of Directors;
- (d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;
- (e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Somerset Community Development District

Somerset Community Development District

(Name of Local Governmental Entity)

By: Robert Stenhammer

Robert Stenhammer (Sep 23, 2025 10:43:05 CDT)

Signature

Robert Stenhammer

Print Name

Witness By: Kimberly L. O'Mera

Signature

Kimberly L. O'Mera

Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2025

By: _____

Administrator



PROPERTY VALUATION AUTHORIZATION

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

QUOTATIONS TERMS & CONDITIONS

1. Please review the quote carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 25% minimum earned premium as of the first day of the "Coverage Period".
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

| | | | |
|-------------------------------------|--------------------------|--------------|--------------------------|
| <input checked="" type="checkbox"/> | Building and Content TIV | \$670,400 | As per schedule attached |
| <input checked="" type="checkbox"/> | Inland Marine | \$1,435,200 | As per schedule attached |
| <input type="checkbox"/> | Auto Physical Damage | Not Included | |

Signature: Robert Stenhammer
Robert Stenhammer (Sep 23, 2025 10:43:05 CDT)

Date: Sep 23, 2025

Name: Robert Stenhammer

Title: Chairman

**Somerset Community Development District**

Policy No.: 100125653
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

| Unit # | Description Address | | Year Built Const Type | Eff. Date | | Building Value | | Total Insured Value | |
|--------|---|------------|--------------------------|---------------|------|-------------------|--|---------------------|--|
| | Roof Shape | Roof Pitch | | Term | Date | Contents Value | | Roof Yr Blt | |
| | | | | Roof Covering | | Covering Replaced | | Roof Yr Blt | |
| 1 | Irrigation Equipment incl. Waterpumps & Controllers | | 2005 | 10/01/2025 | | \$181,589 | | | |
| | County Rd 30A & County Rd 395 Alys Beach FL 32461 | | Pump / lift station | 10/01/2026 | | | | \$181,589 | |
| | | | | | | | | | |
| Unit # | Description Address | | Year Built Const Type | Eff. Date | | Building Value | | Total Insured Value | |
| | Roof Shape | Roof Pitch | | Term | Date | Contents Value | | Roof Yr Blt | |
| | | | | Roof Covering | | Covering Replaced | | Roof Yr Blt | |
| 2 | East Well (ED-7) | | 2008 | 10/01/2025 | | \$36,951 | | | |
| | County Rd 30A & County Rd 395 Alys Beach FL 32461 | | Pump / lift station | 10/01/2026 | | | | \$36,951 | |
| | | | | | | | | | |
| Unit # | Description Address | | Year Built Const Type | Eff. Date | | Building Value | | Total Insured Value | |
| | Roof Shape | Roof Pitch | | Term | Date | Contents Value | | Roof Yr Blt | |
| | | | | Roof Covering | | Covering Replaced | | Roof Yr Blt | |
| 3 | Caliza Well (ED-2) | | 2023 | 10/01/2025 | | \$36,951 | | | |
| | County Rd 30A & County Rd 395 Alys Beach FL 32461 | | Pump / lift station | 10/01/2026 | | | | \$36,951 | |
| | | | | | | | | | |
| Unit # | Description Address | | Year Built Const Type | Eff. Date | | Building Value | | Total Insured Value | |
| | Roof Shape | Roof Pitch | | Term | Date | Contents Value | | Roof Yr Blt | |
| | | | | Roof Covering | | Covering Replaced | | Roof Yr Blt | |
| 4 | McGee Well (ED-5) | | 2008 | 10/01/2025 | | \$36,951 | | | |
| | County Rd 30A & County Rd 395 Alys Beach FL 32461 | | Pump / lift station | 10/01/2026 | | | | \$36,951 | |
| | | | | | | | | | |
| Unit # | Description Address | | Year Built Const Type | Eff. Date | | Building Value | | Total Insured Value | |
| | Roof Shape | Roof Pitch | | Term | Date | Contents Value | | Roof Yr Blt | |
| | | | | Roof Covering | | Covering Replaced | | Roof Yr Blt | |
| 5 | Irrigation Pump Station & Filtration System | | 2019 | 10/01/2025 | | \$239,655 | | | |
| | Lake Marilyn Alys Beach FL 32461 | | Pump / lift station | 10/01/2026 | | | | \$239,655 | |
| | | | | | | | | | |
| Unit # | Description Address | | Year Built Const Type | Eff. Date | | Building Value | | Total Insured Value | |
| | Roof Shape | Roof Pitch | | Term | Date | Contents Value | | Roof Yr Blt | |
| | | | | Roof Covering | | Covering Replaced | | Roof Yr Blt | |
| 6 | Water Filtration System for the Well for Caliza Well (ED-2) | | 2023 | 10/01/2025 | | \$25,338 | | | |
| | County Rd 30A & County Rd 395 Alys Beach FL 32461 | | Pump / lift station | 10/01/2026 | | | | \$25,338 | |
| | | | | | | | | | |
| Unit # | Description Address | | Year Built Const Type | Eff. Date | | Building Value | | Total Insured Value | |
| | Roof Shape | Roof Pitch | | Term | Date | Contents Value | | Roof Yr Blt | |
| | | | | Roof Covering | | Covering Replaced | | Roof Yr Blt | |
| 7 | Water Filtration System for East Well (ED-7) | | 2023 | 10/01/2025 | | \$25,338 | | | |
| | County Rd 30A & County Rd 395 Alys Beach FL 32461 | | Pump / lift station | 10/01/2026 | | | | \$25,338 | |
| | | | | | | | | | |

Sign: Robert Stenhammer
Robert Stenhammer (Sep 23, 2025 10:43:05 CDT)

Print Name: Robert Stenhammer

Date: Sep 23, 2025

**Somerset Community Development District**

Policy No.: 100125653

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

| Unit # | Description | | Year Built | Eff. Date | Building Value | Total Insured Value | |
|--------|--|------------|---------------------|-----------------------------|-----------------------|----------------------------|-------------|
| | Address | | Const Type | Term Date | Contents Value | | |
| | Roof Shape | Roof Pitch | | Roof Covering | | Covering Replaced | Roof Yr Blt |
| 8 | Water Filtration System for McGee Well (ED-5) | | 2023 | 10/01/2025 | \$25,338 | \$25,338 | |
| | County Rd 30A & County Rd 395 Alys Beach FL 32461 | | Pump / lift station | 10/01/2026 | | | |
| | | | | | | | |
| Unit # | Description | | Year Built | Eff. Date | Building Value | Total Insured Value | |
| | Address | | Const Type | Term Date | Contents Value | | |
| | Roof Shape | Roof Pitch | | Roof Covering | | Covering Replaced | Roof Yr Blt |
| 9 | Water Filtration System for West Well (ED-4) | | 2023 | 10/01/2025 | \$25,338 | \$25,338 | |
| | County Rd 30A & County Rd 395 Alys Beach FL 32461 | | Pump / lift station | 10/01/2026 | | | |
| | | | | | | | |
| Unit # | Description | | Year Built | Eff. Date | Building Value | Total Insured Value | |
| | Address | | Const Type | Term Date | Contents Value | | |
| | Roof Shape | Roof Pitch | | Roof Covering | | Covering Replaced | Roof Yr Blt |
| 10 | West Well (ED-4) | | 2023 | 10/01/2025 | \$36,951 | \$36,951 | |
| | North Salt House Lane Alys Beach FL 32461 | | Pump / lift station | 10/01/2026 | | | |
| | | | | | | | |
| | | | Total: | Building Value \$670,400 | Contents Value \$0 | Insured Value \$670,400 | |

**Somerset Community Development District**

Policy No.: 100125653
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

| Item # | Department | Serial Number | Classification Code | Eff. date | Value | Deductible |
|--------|---|---------------|---------------------|------------|-------------|------------|
| | Description | | | Term Date | | |
| | | | | 10/01/2025 | | |
| | | | | 10/01/2026 | | |
| 1 | | | Other inland marine | 10/01/2025 | \$63,200 | \$1,000 |
| | 8 Pedestrian Traffic Signals (\$7,900 each) | | | 10/01/2026 | | |
| 2 | | | Other inland marine | 10/01/2025 | \$1,372,000 | \$1,000 |
| | Street Lights (196 @ \$7,000) | | | 10/01/2026 | | |
| Total | | | | | \$1,435,200 | |

Sign: Robert Stenhammer
Robert Stenhammer (Sep 23, 2025 10:43:05 CDT)

Print Name: Robert Stenhammer

Date: Sep 23, 2025

Tab 5



Attention: Robert Stenhammer

Via email: robert@alysbeach.com

Re: LETTER OF AGREEMENT FOR ALYS BEACH
FLWAL_CALYSBEACH_L03502_09082025

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

Date: September 8, 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 |
|--------------------------|---|-------------|
| | CONSULTING SERVICES | \$5,450.52 |
| SUBJECT MATTER EXPERT | <p>Consulting, planning and permitting services aiming to define if a reduction/limitation of the seaward progression of the vegetation on the flat of the beach can be approved by the DEP, while maintaining a healthy dune system.</p> <p>This agreement is for up to 12 consulting hours that will include, but not limited to, the following:</p> <ul style="list-style-type: none"> - DEP Consulting (Local/State) - DEP HQ presentation (Tallahassee) - Email correspondence <p>*Some projects may require additional costs. A change order, with hour breakdown will be sent for your approval before additional hours are billed.</p> | *\$5,450.52 |

Continued on the next page.

Total Cost of Your Project: \$5,450.52

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: September 8, 2025

SIGNATURE: _____
Authorized Property Agent/Owner

DATE: _____

PRINT NAME HERE: _____

CONDITIONS

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

Tab 6



Attention: Robert Stenhammer

Via email: Robert@alysbeach.com

Re: LETTER OF AGREEMENT FOR ALYS BEACH
FLWAL_CALYSBEACH_L03402_11012025

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

Date: August 17, 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 4 | DUNE MANAGEMENT Annual Maintenance Program | \$135,032.70 |
| MAINTENANCE | <p><u>Dune Doctors proposes to maintain the scrub zone and dune area seaward of the CCCL over the entire width of Alys Beach. (Restoration and Plant Installation to repair construction damage not included).</u></p> <p><u>ON A MONTHLY BASIS:</u> Our team will survey <u>the entire dune area and scrub zone</u> and remove:</p> <ul style="list-style-type: none"> - trash and debris, - invasive vines, and - weeds. <p><u>SCRUB ZONE:</u> The entire scrub zone, from the East to the West property lines, are to be trimmed during the winter, tentatively scheduled for December 2025.</p> <ul style="list-style-type: none"> - The DEP-protected trees and shrubs present in the scrub zone shall be trimmed according to DEP regulations using ISA best practices: up to 20% of the canopy may be removed. Selected branches will be cut to encourage the lower branches' horizontal growth. No more than 12" to 14" of height, depending on the species, shall be removed. <p>Implementing the trimming in the winter has the following benefits:</p> <ul style="list-style-type: none"> • <u>Lower physiological stress:</u> Pruning during dormancy allows the tree to conserve energy and redirect resources toward wound compartmentalization before spring growth begins. • <u>Reduced pest and disease pressure:</u> Many pathogens and insect vectors are less active in cooler months, lowering the risk of infection. • <u>Improved pruning outcomes:</u> While foliage remains present, growth is slowed, allowing arborists to make more deliberate structural decisions without interfering with active shoot elongation and reducing the likelihood of epicormic sprouting at the pruning site. <ul style="list-style-type: none"> - Pine straw shall be added from the CCCL seaward 15-20 feet. | \$135,032.70 |

| | | |
|--|---|--|
| | <p><u>SEAWARD SLOPE OF THE DUNE:</u></p> <p>QUARTER ONE: November 2025 – January 2026 - Pruning of dead flower stalks. - Removal of dead plant material.</p> <p>QUARTER TWO: February 2026 – April 2026 - Add flowers for beautification purposes throughout the dune.</p> <p>QUARTER THREE: May 2026 – July 2026 - One fertilization event of the whole dune.</p> <p>QUARTER FOUR: August 2026 – October 2026 - One fertilization event of the whole dune. - Add flowers for beautification purposes throughout the dune.</p> | |
| <p>Total Project Cost: \$135,032.70</p> | | |

| TERMS | |
|--|------------------------------|
| Due upon Completion of Quarter One Maintenance Visit: | \$ 76,658.16 |
| Due upon Completion of Quarter Two Maintenance Visit: | \$ 19,458.17 |
| Due upon Completion of Quarter Three Maintenance Visit: | \$ 19,458.18 |
| Due upon Completion of Quarter Four Maintenance Visit: | \$ 19,458.19 |
| Return this signed Letter of Agreement to: Frederique@DuneDoctors.com | Required to schedule project |
| Make Checks Payable to: Dune Doctors LLC 1501 North 9th Avenue Pensacola, Florida 32503 | Required to commence project |

Total Cost of Your Project: \$135,032.70

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: August 17, 2024

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

Tab 7

CONTRACT FOR PROFESSIONAL DISTRICT MANAGEMENT SERVICES

DATE: October 1, 2025

BETWEEN: RIZZETTA & COMPANY, INC.
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614

(Hereinafter referred to as "**District Manager**")

AND: SOMERSET COMMUNITY DEVELOPMENT DISTRICT
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614

(Hereinafter referred to as "**District**," and together with District Manager, the "**Parties**.")

PURPOSE; SCOPE OF SERVICES:

- I. The purpose of this contract for professional district management services (hereinafter referred to as "**Contract**") is for District Manager to provide professional district management services to the District pursuant to Chapter 190, Florida Statutes. Additionally, this Contract consolidates all services provided by District Manager including continuing disclosure and technology services. A brief description of these services is provided below and a detailed description is provided in **Exhibit A** to this Contract. This Contract constitutes the entire understanding between the Parties and supersedes all prior Contracts, which are hereby terminated and of no further effect.

A. STANDARD ON-GOING SERVICES. The District Manager shall provide the following Standard On-Going Services to the District pursuant to this Contract:

- i. **Management** - services include the conducting of one (1) three (3) hour board meeting per month, one (1) budget workshop per year, overall administration of District functions, and all required state and local filings, preparation of annual budget, purchasing and risk management;
- ii. **Administrative** - services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda;



Rizzetta & Company

MJJ 051424

- iii. **Accounting** - services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity. District Manager shall be identified as agent or custodian of the District's bank accounts with signatory authority.
- iv. **Financial & Revenue Collection** - services include all functions necessary for the timely billing, collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments.
- v. **Continuing Disclosure** – serve as the District's Dissemination Agent and provides such duties as required per the District's Continuing Disclosure Agreements and compliance with the Securities and Exchange Commission's Rule 15c2-12(b)(5) for all series of bonds requiring such services.
- vi. **Website Management** – services associated with managing the content of the District's website in compliance with Chapter 189.069, Florida Statutes.

B. TIME FRAME. The Standard On-Going Services shall be provided on a monthly basis as detailed in this Contract.

II. ADDITIONAL SERVICES. In addition to the Standard On-Going Services described above, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the District Manager. Any services not specifically provided for in the scope of services above, or necessary to carry out the services as described herein, as well as any changes in the scope requested by the District, shall be considered additional services. Such additional services may include, but are not limited to:

- Meetings: Extended meetings (beyond three (3) hours in length), continued meetings, special/additional meetings (not including annual budget workshop);
- Financial Reports: Modifications and certifications to special assessment allocation report; true-up analysis;
- Bond Issuance Services: preparation of the special assessment allocation report, testimony at the required bond validation court hearing, certifications, closing documents and statutorily required mailings
- Electronic communications/e-blasts;
- Special requests;
- Amendment to District boundary;
- Grant Applications;



Rizzetta & Company

MJJ 051424

- Escrow Agent;
- Continuing Disclosure/Representative/Agent;
- Community Mailings, e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.;
- Public Records Requests that are extensive in nature, as defined by District's adopted Rules of Procedure.

If any additional services are required or requested, the District Manager shall provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The District Manager shall undertake the additional services after the District has issued its written approval, as evidenced by a vote of the Board of Supervisors, of the description and fees for such services to the District Manager.

III. LITIGATION SUPPORT SERVICES. Upon the District's request, the District Manager shall prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving the subject matter of this Contract. If the District requires or requests any litigation support services, the District Manager shall provide a detailed description of the services and fees for such services to the District for approval prior to beginning any litigation support services. The District Manager shall undertake the litigation support services after the District has issued its written approval of the description and fees for such services to the District Manager.

IV. ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES. These are services requested by third parties such as homeowners, realtors, investors or members of the media. Such services may include, but are not limited to, estoppel letters, bond prepayment processing, and litigation support. The third party requesting such services shall be responsible for the payment of any fees charged by District Manager for providing those services to the extent authorized by law and the District's Rules of Procedure.

V. TERM. The District Manager's services as provided in this Contract shall commence on October 1, 2025. This Contract shall automatically renew annually unless terminated pursuant to its terms. The District Manager acknowledges that the prices of this Contract are firm and that the District Manager may change the prices only with the District's written consent as evidenced by a vote of the Board of Supervisors. All prior agreements between the parties with respect to the subject matter of this Contract are terminated upon the execution of this Contract.

VI. FEES AND EXPENSES; PAYMENT TERMS.

A. FEES AND EXPENSES.

- i. A schedule of fees for the services described in Sections I, II, III, and IV of this Contract is shown in **Exhibit B** to this Contract, which is attached hereto and incorporated herein. The District shall pay the District Manager for the services provided under the terms of this Contract in accordance with the schedule of fees in **Exhibit B**. For purposes of the District Manager's compensation for services provided pursuant to this Contract, the District shall compensate the District Manager only for those services



Rizzetta & Company

MJJ 051424

provided under the terms of this Contract. Unless otherwise specified by this Contract, the District Manager shall invoice the District for the District Manager's services as soon as may be practicable in advance of each month and in the amounts set forth in **Exhibit B**. The fees for those services which are not being requested at the time this Contract is approved shall be provided to the District at such time as those services are required and requested by vote of the Board of Supervisors. Payment for those services shall be made by the District within forty-five (45) days of receipt of a correctly submitted invoice. District shall establish and properly fund an account with such federally-insured bank to be designated for ACH withdrawal by District Manager to meet the District's obligations for all amounts owed to District Manager under this Contract.

- ii. Fees for the Standard On-Going Services described in this Contract may be negotiated annually by the Parties. Any amendment to Standard On-Going Services fees must comply with the amendment procedure in this Contract and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any expenses or change in Contract terms.
- iii. In the event the District authorizes a change in the scope of services requested, District Manager shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Contract. Such amendment must be validly executed by the Parties before District Manager is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.
- iv. For the purposes of this Contract, an out-of-pocket expense is an unexpected expense that the District Manager or one of its subcontractors, if applicable, incurs during the performance of the Standard On-Going Services, as provided in this Contract. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services and Litigation Support Services shall be subject to reimbursement at cost. These expenses include but are not limited to, airfare, mileage, transportation/parking, lodging, postage, and copies.

B. PAYMENT TERMS.

- i. **Standard On-Going Services.** Standard-On Going Services shall be billed monthly as a fixed fee pursuant to the schedule shown in **Exhibit B**.
- ii. **Additional Services.** Additional Services shall either be billed monthly at the District Manager's proposed hourly rate or per occurrence both as authorized by the District and negotiated by the Parties.



Rizzetta & Company

MJJ 051424

- iii. **Litigation Support Services.** Litigation Support Services shall be billed monthly on an hourly basis for the hours incurred at the District Manager's proposed hourly rate, as authorized by the District and negotiated by the Parties.
- iv. **Out-of-Pocket expenses.** Out-of-Pocket expenses not included under the Standard-On Going Services of the District Manager shall be billed monthly as incurred.

All invoices shall be due and payable forty-five (45) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.

- VII. **SUSPENSION OF SERVICES FOR NON-PAYMENT.** Unless nonpayment is the fault of the District Manager, the District Manager shall have the right to suspend services being provided as outlined in this Contract if the District fails to pay District Manager's invoices in a timely manner, which shall be construed as forty-five (45) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70 Florida Statutes. District Manager shall notify the District, in writing, at least ten (10) days prior to suspending services.
- VIII. **NON-CONTINGENCY.** The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.
- IX. **AMENDMENT.** Amendments to, and waivers of, the provisions contained in this Contract may be made only by an instrument in writing that is executed by both the District and the District Manager.
- X. **RESPONSIBILITIES.**
 - A. **DISTRICT RESPONSIBILITIES.** The District shall provide for the timely services of its legal counsel, engineer, and any other consultants, contractors, or employees, as required, for the District Manager to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.
 - B. **LIMITATIONS OF RESPONSIBILITIES.** To the extent not referenced herein, and to the extent consistent with Chapter 190.006, District Manager shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Contract which are not under the control of the District Manager. District Manager shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.
- XI. **TERMINATION.** This Contract may be terminated as follows:
 - A. By the District for "good cause" immediately which shall include misfeasance, malfeasance, nonfeasance, or dereliction of duties by the District Manager. Termination for "good cause" shall be effected by written notice to District Manager



Rizzetta & Company

MJJ 051424

electronically at the address noted herein.

- B. By the District Manager for “good cause”, immediately which shall include, but is not limited to, failure of the District to timely pay District Manager for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance, or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for District Manager to undertake any action or implement a policy of the Board which District Manager deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for “good cause” shall be effected by written notice to District electronically at the address noted herein.
- C. By the District Manager or District, for any reason, upon provision of a minimum of sixty (60) days written (electronic) notice of termination to the address noted herein.
- D. Upon any termination, District Manager shall be entitled to the total amount of compensation pursuant to the terms of this Contract, through the termination date, but subject to any off-sets that the District may have for services not performed or not performed in accordance with the Contract. District Manager shall make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

XII. GENERAL TERMS AND CONDITIONS.

- A. All invoices are due and payable within forty-five (45) days of a correctly submitted invoice, or as otherwise provided by the Florida Prompt Payment Act, Section 218.70. Florida Statutes. Invoices not paid within forty-five (45) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.
- B. In the event either party is required to take any action to enforce this Contract, the prevailing party shall be entitled to attorney’s fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.
- C. This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in Walton County, Florida.
- D. In the event that any provision of this Contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
- E. The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the District Manager.
- F. The District Manager and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The District Manager agrees to take steps to repair any damage resulting from the District Manager’s activities and work pursuant to the Contract within twenty-four hours (24) hours.



Rizzetta & Company

MJJ 051424

- G. Dissolution or court declared invalidity of the District shall not relieve the District of compensation due for services theretofore rendered.

XIII. INDEMNIFICATION.

- A. **DISTRICT INDEMNIFICATION.** To the extent the District Manager or its employees are serving as the District's employees, officers, or agents pursuant to the terms, conditions and requirements of this Agreement, and as may be allowable under applicable law (and without waiving the limitations of liability set forth in Section 768.28, Florida Statutes), the District agrees to indemnify, defend, and hold harmless the District Manager, its employees, officers, or agents from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that District Manager its employees, officers, or agents, may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless, and/or intentionally wrongful acts or omissions of the District, except to the extent caused by, in whole or in part, the negligence or recklessness and/or willful misconduct of the District Manager. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District Manager may be entitled and shall continue after the District Manager has ceased to be engaged under this Contract.

DISTRICT MANAGER INDEMNIFICATION. The District Manager agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay arising out of or relating to the failure to perform under this Agreement or at law, or negligent, reckless, and/or intentionally wrongful acts or omissions of the District Manager. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the District Manager has ceased to be engaged under this Contract.

The terms of this Section shall survive the termination of this Contract.

- B. **SOVEREIGN IMMUNITY; INDEMNIFICATION OBLIGATIONS.** Nothing herein shall be construed to waive or limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law. Indemnification obligations under this Contract shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

- XIV. **WAIVER OF DAMAGES.** The District Manager, its employees, officers, or agents, shall not be liable for any acts or omissions of any previous manager(s) of the District. Additionally, the District Manager, its employees, officers or agents, shall not be liable, responsible, or accountable in damages or otherwise to the District for any acts performed by the District Manager, its employees, officers or agents, in good faith and within the



Rizzetta & Company

MJJ 051424

scope of this Agreement. Further, the District Manager, its employees, officers, or agents, shall not be liable to the District or otherwise for any loss or damage resulting from the loss or impairment of funds that have been deposited into a bank account owned by the District or otherwise titled in the name of the District (collectively, "District Bank Accounts") due to the failure, insolvency or suspension of a financial institution, or any loss or impairment of funds due to the invalidity of any draft, check, document or other negotiable instrument payable to the District which is delivered to the District Manager and deposited into any of the District Bank Accounts. The terms of this Section shall survive the termination of this Contract.

XV. INSURANCE.

- A.** The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Contract.
- B.** The District Manager shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Contract:
 - i.** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - ii.** General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
 - iii.** Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
 - iv.** Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
 - v.** Comprehensive Automobile Liability Insurance for all vehicles used by the District Manager's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
- C.** Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees shall be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Contract (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. District Manager shall furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- D.** The District agrees to list the District Manager as an additional insured party on its General Liability and Automobile Liability insurance policies to the extent the District Manager or its employees are serving as the District's employees, officers or agents pursuant to the terms, conditions and requirements of this Agreement, and to the extent the District's insurance provider shall issue an endorsement in substantially the form attached hereto as Exhibit E. The limits of coverage for additional insured parties pursuant to such



endorsement shall not exceed the monetary limitations of liability provided in Section 768.28, Florida Statutes.

- E. If the District Manager fails to secure or maintain the required insurance, the District has the right (without any obligation to do so) to secure such required insurance, in which event the District Manager 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.
- XVI. **ASSIGNMENT.** Except as provided in this section, neither the District nor the District Manager may assign this Contract or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the District Manager or the District without the prior written approval of the other party is void.
- XVII. **COMPLIANCE WITH PUBLIC RECORDS LAWS.** District Manager understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, District Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. District Manager acknowledges that District Manager is the designated public records custodian for the District ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the District Manager shall 1) keep and maintain public records required by the District to perform the service; 2) 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 and the District's Rules of Procedure, and in accordance with **Exhibit A**, which Rules of Procedure shall control; 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 District Manager does not transfer the records to the new Public Records Custodian of the District; 4) follow the Records Request Policy attached hereto as **Exhibit D**; and 5) upon completion of the Contract, transfer to the District, at no cost, all public records in District Manager'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 District Manager, the District Manager 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 DISTRICT MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRICT MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.



Rizzetta & Company

MJJ 051424

- XVIII. NOTICES.** All notices, requests, consents and other communications under this Contract ("**Notices**") shall be electronic or in writing and delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District: Somerset Community
Development District
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

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

If to the District Manager: Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

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

- XIX. EFFECTIVE DATE.** This Contract shall become effective on October 1, 2025 and shall remain effective until terminated by either the District or the District Manager in accordance with the provisions of this Contract.
- XX. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Contract are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Contract.
- XXI. AGREEMENT; CONFLICTS.** This instrument, together with accompanying **Exhibits A, B, C and D**, shall constitute the final and complete expression of this Contract between the District and the District Manager relating to the subject matter of this Contract. To the extent of any conflict between this instrument and **Exhibits A, B, C, and D**, this instrument shall control.



Rizzetta & Company

MJJ 051424

- XXII. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the District Manager under this Contract shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Contract against any interfering third party. Nothing contained in this Contract shall limit or impair the District's right to protect its rights from interference by a third party to this Contract.
- XXIII. THIRD PARTY BENEFICIARIES.** This Contract is solely for the benefit of the District and the District Manager and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Contract. Nothing in this Contract, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the District Manager any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon the District and the District Manager and their respective representatives, successors, and assigns.
- XXIV. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The District Manager shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances in performing the services under this Contract. If the District Manager fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the District Manager or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.
- XXV. ARM'S LENGTH TRANSACTION.** This Contract has been negotiated fully between the District and the District Manager as an arm's length transaction. The District and the District Manager participated fully in the preparation of this Contract with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Contract, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language shall not be interpreted or construed against any party.
- XXVI. COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
- XXVII. E-VERIFICATION.** Pursuant to Section 448.095(2), Florida Statutes,
A. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and shall remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States



Rizzetta & Company

MJJ 051424

Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- B. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District shall terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor shall immediately terminate its contract with the subcontractor.
- C. If this Agreement is terminated in accordance with this section, then the Contractor shall be liable for any additional costs incurred by the District.

XXVIII. SAFE AND HEALTHY WORK ENVIRONMENT. District agrees to provide a safe and healthy work environment for all employees provided by the District Manager. If the District Manager, in the exercise of its reasonable discretion, determines that there are conditions within the District which pose a hazard to the safety and/or health of its employees, including but not limited to, harassment, threats of harm or cyber bullying by residents, guests and invitees, the District Manager shall have the ability, notwithstanding anything to the contrary contained in this Contract, to prohibit its employees from going to the areas managed by the District to provide services or remove on-site employees upon written notice to the District. During the period of time that employees have been removed, District Manager shall have no responsibility for performance of services under this Contract that would be performed by on-site employees or by employees prohibited from going to the areas managed by the District. Further, District Manager shall not be liable to the District or residents, guests and invitees for any injury, losses, costs, penalties, fines, fees, suits, demands, causes of action, judgments, obligations, claims or expenses incurred, sustained, arising out of and/or related to the District Manager's inability and/or failure to perform any of its duties and obligations under this Contract during the period of time when the District Manager's on-site employees have been removed or other employees have been prohibited from going to areas managed by the District.

XXIV. FORCE MAJEURE. The Parties hereto shall be excused from the obligation to perform pursuant to the terms of this Contract to the extent that such party's performance is prevented due to any delay, or stoppage due to strikes, lockouts, labor disputes, labor shortages, acts of war, terrorism, terrorist activities, pandemic, epidemic, banking or financial institution closures, inability to obtain services from third parties, governmental actions, civil commotions, fire, flood, hurricane, earthquake, or other casualty, and other causes beyond the reasonable control of the party obligated to perform (collectively, a "**Force Majeure**"), except with respect to amounts to be paid by the District for services actually provided by District Manager pursuant to this Contract during a Force Majeure. Notwithstanding anything to the contrary contained in this Contract, a Force Majeure shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Contract specifies a time period for performance of an obligation of either party (other than payment to the District Manager by District for services actually provided during a Force Majeure unless there is an event causing banking or financial institution closures), that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure. The foregoing shall not be interpreted as extending the term or renewal term of this Contract.

XXV. DISCLOSURE. Rizzetta & Company, Inc. is an affiliate of FirstService Residential Florida, Inc.



Rizzetta & Company

MJJ 051424

Therefore, the District Manager and the District each intend to enter this Contract, 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:

Aug 11, 2025

SOMERSET COMMUNITY DEVELOPMENT DISTRICT

BY:

PRINTED NAME:

TITLE:

Chairman/Vice Chairman

DATE:

Exhibit A – Scope of Services
Exhibit B – Schedule of Fees
Exhibit C – Municipal Advisor Disclaimer
Exhibit D – Public Records Request Policy
Exhibit E – Human Trafficking Affidavit



Rizzetta & Company

MJJ 051424

EXHIBIT A
Scope of Services

STANDARD ON-GOING SERVICES: These services shall 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.



Rizzetta & Company

MJJ 051424

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.
 - 21e Update Board Member names, positions and contact information to the State Commission on Ethics annually.
 22. Certify and file the Form DR 421e 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

MJJ 051424

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.



Rizzetta & Company

MJJ 051424

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.



Rizzetta & Company

MJJ 051424

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.



Rizzetta & Company^e

MJJ 051424

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.



Rizzetta & Company

MJJ 051424

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.

WEBSITE MANAGEMENT:

A. Website Management:

1. Consultant shall manage the content of the website in compliance with Chapter 189.069, Florida Statutes. Consultant shall maintain the domain for the District. Consultant shall provide the website maintenance provider with documents and updated content as required in accordance with Chapter 189.0069 Florida Statutes.

Required Website Content: Pursuant to section 189.016 & 189.069, Florida Statutes, special district web sites are required to include and make available the following information or documents, which requirements may be changed from time to time. Changes to the requirements may be subject to additional fees:

- a. The full legal name of the special district.
- b. The public purpose of the special district.
- c. The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district.
- d. The fiscal year of the special district.
- e. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.
- f. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
- g. A description of the boundaries or service area of, and the services provided by, the special district.
- h. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.
- i. The primary contact information for the special district for purposes of communication from the department.
- j. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.
- k. The budget of the special district and any amendments thereto in accordance with s. 189.016.
- l. Tentative budgets shall be posted at least two (2) days before the budget hearing and remain on District website for forty-five (45) days.



Rizzetta & Company

MJJ 051424

- m. Final adopted budgets shall be posted within thirty (30) days after adoption and remain on District website for two (2) years.
- n. Budget amendments shall be posted within five (5) days after adoption and remain on District website for two (2) years.
- o. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district or a link to the District's most recent final, complete audit report on the Auditor General's website.
- p. A listing of the District's regularly scheduled public meetings as required by s. 189.015(1).
- q. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).
- r. At least seven (7) days before each meeting or workshop, the agenda of the event, The information must remain on the website for at least one (1) year after the event.

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.



Rizzetta & Company

MJJ 051424

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.

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.



Rizzetta & Company

MJJ 051424

EXHIBIT B
Schedule of Fees

STANDARD ON-GOING SERVICES:

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

| | MONTHLY | ANNUALLY |
|--|-------------------|------------------|
| Management: | \$6,211.75 | \$74,541 |
| Administrative: | \$546.17 | \$6,554 |
| Accounting: | \$1,839.92 | \$22,079 |
| Financial & Revenue Collections: | \$524.33 | \$6,292 |
| Assessment Roll ⁽¹⁾ | | \$6,292 |
| Continuing Disclosure: | \$125.00 | \$1,500 |
| Website Management: | \$100.00 | \$1,200 |
| E-mail (5 accounts): | \$100.00 | \$1,200 |
| Total Standard On-Going Services: | \$9,447.17 | \$119,658 |

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



Rizzetta & Company

MJJ 051424

ADDITIONAL SERVICES:

| | FREQUENCY | RATE |
|---|------------------|--------------|
| Extended and Continued Meetings | Hourly | \$ 400 |
| Additional Meetings (includes meeting prep, attendance and drafting of minutes) | Hourly | \$ 400 |
| Estoppel Requests (billed to requestor): | | |
| One Lot (on tax roll) | Per Occurrence | \$ 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 |
| Bond Amortization Schedules | Per Occurrence | \$ 600 |
| Special Assessment Allocation Report | Per Occurrence | Upon Request |
| True-Up Analysis/Report | Per Occurrence | Upon Request |
| Re-Financing Analysis | Per Occurrence | Upon Request |
| Bond Validation Testimony | Per Occurrence | Upon Request |
| Bond Issue Certifications/Closing Documents | Per Occurrence | Upon Request |
| Electronic communications/E-blasts | Per Occurrence | Upon Request |
| Special Information Requests | Hourly | Upon Request |
| Amendment to District Boundary | Hourly | Upon Request |
| Grant Applications | Hourly | Upon Request |
| Escrow Agent | Hourly | Upon Request |
| Continuing Disclosure/Representative/Agent | Annually | Upon Request |
| Community Mailings | Per Occurrence | Upon Request |
| Response to Extensive Public Records Requests | Hourly | Upon Request |
| Litigation Support Services | Hourly | Upon Request |

PUBLIC RECORDS REQUESTS FEES:

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

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



Rizzetta & Company

MJJ 051424

LITIGATION SUPPORT SERVICES:

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

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



Rizzetta & Company

MJJ 051424

EXHIBIT C
Municipal Advisor Disclaimer

Rizzetta & Company, Inc., does not represent the Community Development District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the Community Development District with financial advisory services or offer investment advice in any form.



Rizzetta & Company

MJJ 051424

EXHIBIT D
Public Records Request Policy and Fees

Public Officer, Employee and Staff Policy for Processing Requests for Public Records

Policy Generally:

The District supports policies that facilitate the efficient and complete provision of requested public records in a timely manner. This policy only applies to the way District officers, employees and staff (District Manager, District Counsel, District Engineer) (altogether, "District Persons") respond to public records requests within the organization. Chapter 119, F.S., and the District's Rules of Procedure dictate the way in which the District must produce records to the records requester. This policy is established to provide District Persons with a clear understanding of the process that shall be utilized in preparing responses to public record requests.

Requests for District Records:

1. The requesting party is not required to identify themselves or the reason for the request. The request may be made in writing (electronic or otherwise) or verbally.
2. Content on District social media sites is subject to the public records law. Communication made through a social networking medium may be subject to public disclosure.
3. There may be responsive records located on personal devices or personal accounts that are not maintained by the District. For this reason, District Persons shall be asked to perform searches of personal devices and accounts for any responsive record whenever a request so warrants. District Persons are strongly encouraged to avoid using personal devices or personal accounts for District business.
4. When a request is received, the individual(s) receiving the request shall forward the request to the District Manager who shall then translate the request to the public records request form attached hereto. The form should then be forwarded to the District's Record Custodian (whom is Rizzetta & Company, Inc.). The Records Custodian shall then review the form with the requesting party to ensure that it accurately reflects his/her request so that full compliance can be achieved in a timely and efficient fashion. The Records Custodian shall then notify the requesting party of the estimated time and cost to retrieve the records, in compliance with the District's Rules of Procedure, and confirm whether the requesting party agrees to pay the labor and copy charges, if applicable. Payment shall be made to the District prior to commencing the production process. The provisions of the Rules of Procedure and Florida law must be followed consistently and accurately.
5. To the extent applicable, the District, and not the District Manager or Records Custodian as an entity, shall charge the requesting party the special charge, which amount shall be consistent with Florida law. The District Manager may, consistent with and only pursuant to the terms of the Agreement between the District and the District Manager, charge the District the applicable public records response fees as set forth therein and established within the Agreement.



Rizzetta & Company

MJJ 051424

6. If not clear, the requesting party should be asked to identify whether they wish to simply inspect the records or obtain copies.
7. Florida's public records law does not require the District to answer questions regarding the records produced.

Processing Responsive Records:

1. After the above process is followed, for documents that are readily available, there should not be any charge for the labor in retrieving the requested documents, but any copies purchased by the requesting party shall be charged according to the District's adopted fee schedule.
2. Records are only required to be produced in the format(s) in which they exist.
3. All electronic records must be sent by a file transfer method to the Records Custodian. Any record that can be produced for review by District staff electronically must be produced in that medium. Should District Persons elect to provide records that are capable of being produced electronically in hard format, such individual shall not be entitled to reimbursement for copy or printing charges. It is within the Record Custodian's discretion to determine whether a record is capable of being produced electronically. District Persons shall make their best efforts to produce records for review by District staff as economically and efficiently as possible.
4. District Persons shall use their best efforts to electronically store public record e-mail according to the conventions of their e-mail system and retain it electronically pursuant to the District's retention schedule.
5. The technical details and methods of storing, retrieving and printing e-mail depend on the e-mail system in use. Consult with the Records Custodian or District Manager for guidance should questions arise.
6. Public records retention is governed by the Florida Department of State, Division of Library and Information Services, general record schedules and the District's adopted Record Retention schedule. Should District Persons have any questions regarding retention or disposition of records, please contact the Records Custodian or District Counsel.



EXHIBIT E

Nongovernmental Entity
Human Trafficking Affidavit
Section 787.06(13), Florida Statutes

I, the undersigned, am an officer or representative of Rizzetta & Company, Incorporated and attest that Rizzetta & Company, Incorporated does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

FURTHER AFFIANT SAYETH NOT.

**Rizzetta & Company, Incorporated, a
Florida Corporation**

By: William J. Rizzetta

Name: William J. Rizzetta

Title: President



Rizzetta & Company

MJJ 051424

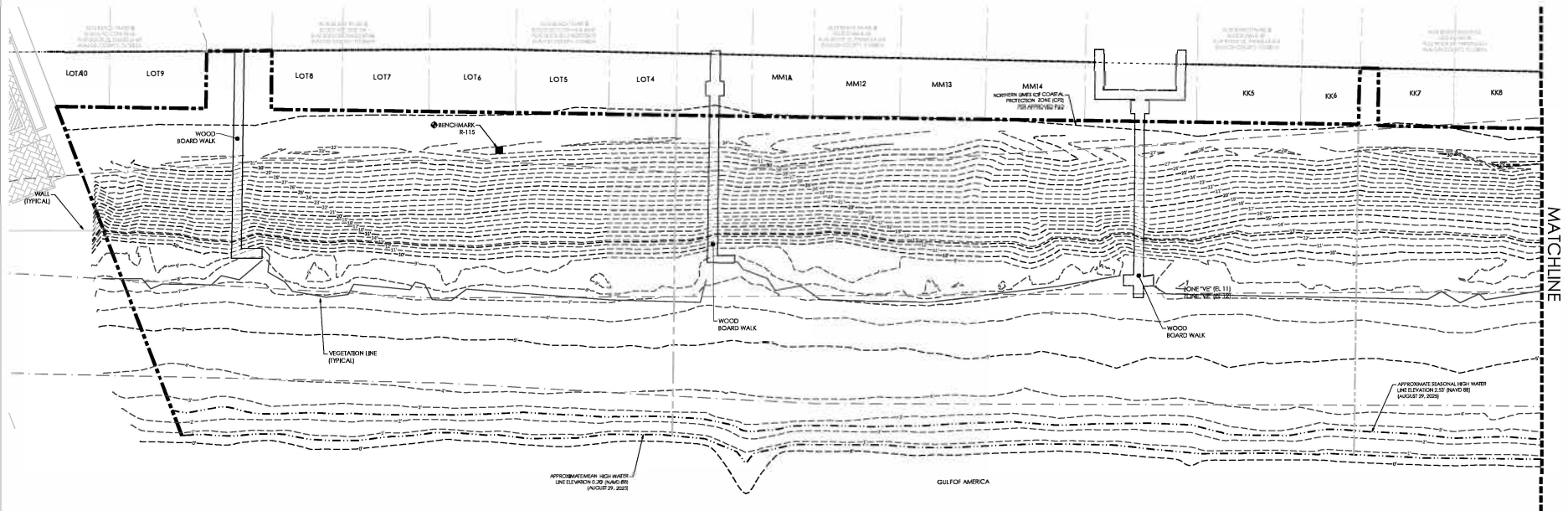
Tab 8

VICINITY MAP



TIDAL WATER SURVEY

LOCATED IN
SECTION 27, TOWNSHIP 3 SOUTH, RANGE 18 WEST
WALTON COUNTY, FLORIDA



SURVEY NOTES

- THIS MAP REPRESENTS A TIDAL WATER SURVEY FOR THE PURPOSE OF LOCATING THE TIDAL BOUNDARY/MEAN HIGH WATER LINE. COMPLETION DATE OF FIELD SURVEY: AUGUST 29, 2025, BY JASON HILLEY, GREG SMITH AND LONDON GILM.
- SOURCE OF INFORMATION USED IN THE PREPARATION OF THIS SURVEY INCLUDE:
• EXISTING MONUMENTATION
- THIS SURVEY DOES NOT REFLECT RESEARCH BY INNERLIGHT ENGINEERING CORPORATION, REGARDING TITLE OR EASEMENT. THERE MAY EXIST DEEDS OF RECORD, UNRECORDED DEEDS, PLATS, UNRECORDED PLATS, EASEMENTS, RIGHTS-OF-WAYS, OR OTHER INSTRUMENTS THAT MAY AFFECT THIS PARCEL.
- NORTH AND THE BEARINGS DEPICTED HEREON ARE BASED UPON THE STATE PLANE COORDINATE SYSTEM - FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83).
- IMPROVEMENTS ARE AS SHOWN. NO ATTEMPT WAS MADE TO LOCATE UNDERGROUND FEATURES, UNDERGROUND FOUNDATIONS, OR UNDERGROUND UTILITIES UNLESS OTHERWISE NOTED.
- ADDITION OR DELETIONS TO THIS SURVEY DRAWING BY ANY OTHER PERSON(S) THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM) 12131C0716H AND 12131C0717H, BEING PANEL 716 AND 717 OF 738, EFFECTIVE DATE OF DECEMBER 30, 2020, INDICATES THAT THE SUBJECT PARCELS LOCATED IN ZONE "X"; ZONE "VE" (EL. 11), ZONE "VE" (EL. 12) AND ZONE "VE" (EL. 15). NO CERTIFICATIONS ARE MADE REGARDING THE ACCURACY OF SAID FIRM.
- ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). THE PUBLISHED BENCHMARKS USED TO VERIFY THE OBSERVED GNSS ELEVATIONS ARE AS FOLLOWS:

| PUBLISHED COORDINATES | | | |
|-----------------------|---------|------------|-------------|
| BENCHMARK | EASTING | NORTHING | ELEVATION |
| B-115 | 3271703 | 470043.420 | 1480796.470 |
| B-114 | 3271697 | 469701.530 | 1480545.140 |
- THE MEAN HIGH WATER ELEVATION SHOWN HEREON WAS ESTABLISHED BY EXTENDING THE ELEVATION SHOWN AT MEAN HIGH WATER INTERPOLATION POINT NO. 100306. THE ELEVATION OF THE MEAN HIGH WATER LINE IS 0.70' (NAVD 88) AND THE MEAN LOW WATER LINE IS -0.52' AS PROVIDED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.
- A TRIMBLE INTEGRATED GNSS R-10 GPS UNIT PAIRED WITH THE TRIMBLE ACCESS NETWORK (VAN) WAS USED TO SET SITE CONTROL (HORIZONTAL AND VERTICAL).
- TOPOGRAPHY ALONG THE SHORELINE OF THE GULF OF AMERICA WAS OBTAINED USING A TRIMBLE S5 ROBOTIC TOTAL STATION PAIRED WITH A TRIMBLE TSC3 DATA COLLECTOR AND PROCESSED WITH AUTOCAD - AUTOCAD CIVIL 3D. THE 0.70' CONTOUR WAS EXTRACTED FROM THE GENERATED SURFACE AND USED AS THE MEAN HIGH WATER LINE AS SHOWN.
- THIS TIDAL WATER SURVEY COMPLIES WITH CHAPTER 177, PART II, FLORIDA STATUTES.

THE TIDAL WATER SURVEY DEPICTED HEREON WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS AS DEFINED IN CHAPTER 64-7 OF THE FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.022 OF THE FLORIDA STATUTES.

ABBREVIATIONS

| ID | IDENTIFICATION |
|-----|------------------|
| (N) | NORTH |
| (E) | EAST |
| (S) | SOUTH |
| (W) | WEST |
| OR | OFFICIAL RECORDS |
| F | FOUND |
| R/W | RIGHT OF WAY |
| LB | LICENSE/BUSINESS |
| BM | BENCHMARK |

BENCHMARK DATA

- BM #1** - FOUND CONCRETE MONUMENT R-115
NORTHING: 470043.420
EASTING: 1480796.470
ELEVATION: 34.15
- BM #2** - FOUND CONCRETE MONUMENT R-116
NORTHING: 469671.530
EASTING: 1485745.140
ELEVATION: 23.39



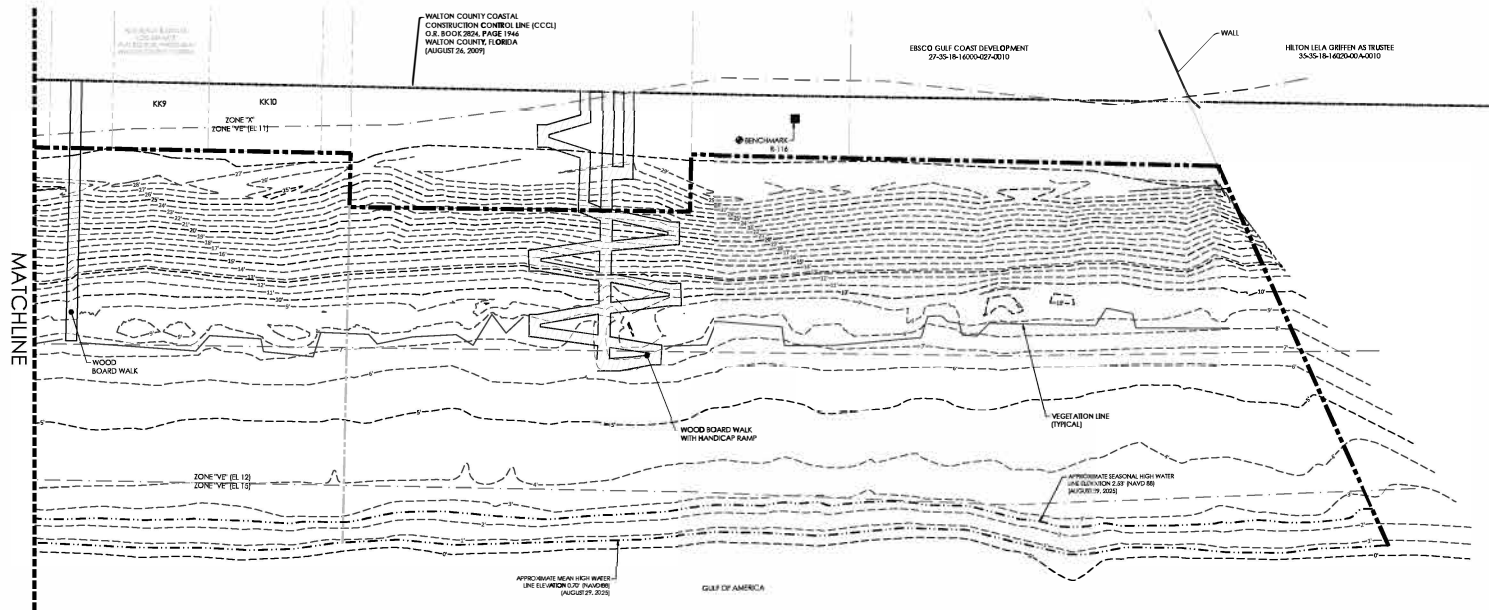
SURVEY LEGEND

- BENCHMARK
- BOUNDARY
- FOUND 1/2" CAPPED IRON PIN (IEC 7927)
- CALCULATED POINT



TIDAL WATER SURVEY

LOCATED IN
SECTION 27, TOWNSHIP 3 SOUTH, RANGE 18 WEST
WALTON COUNTY, FLORIDA



SURVEY NOTES

- THIS MAP REPRESENTS A TIDAL WATER SURVEY FOR THE PURPOSE OF LOCATING THE TIDAL BOUNDARY/MEAN HIGH WATER LINE. COMPLETION DATE/FIELD SURVEY: AUGUST 29, 2025, BY JASON HILLEY, GREG SMITH AND LANDON GILBE.
- SOURCES OF INFORMATION USED IN THE PREPARATION OF THIS SURVEY INCLUDE:
 - EXISTING MONUMENTATION
- THIS SURVEY DOES NOT REFLECT RESEARCH BY INNERLIGHT ENGINEERING CORPORATION, REGARDING TITLE OR EASEMENT. THERE MAY EXIST: DEEDS OF RECORD, UNRECORDED DEEDS, PLATS, UNRECORDED PLATS, EASEMENTS, RIGHTS-OF-WAYS, OR OTHER INSTRUMENTS THAT MAY AFFECT THIS PARCEL.
- NORTH AND THE BEARINGS DEPICTED HEREON ARE BASED UPON THE STATE PLANE COORDINATE SYSTEM - FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83).
- IMPROVEMENTS ARE AS SHOWN. NO ATTEMPT WAS MADE TO LOCATE UNDERGROUND FEATURES, UNDERGROUND FOUNDATIONS, OR UNDERGROUND UTILITIES UNLESS OTHERWISE NOTED.
- ADDITION OR DELETIONS TO THE SURVEY DRAWING BY ANY OTHER PERSON(S) THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM) 12131C0716H AND 12131C0717H, BEING PANEL 716 AND 717 OF 738, EFFECTIVE DATE OF DECEMBER 30, 2020, INDICATES THAT THE SUBJECT PARCELS LOCATED IN ZONE "X", ZONE "VE" (EL. 11), ZONE "VE" (EL. 12) AND ZONE "VE" (EL. 15). NO CERTIFICATIONS ARE MADE REGARDING THE ACCURACY OF SAID FIRM.
- ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). THE PUBLISHED BENCHMARKS USED TO VERIFY THE OBSERVED GNSS ELEVATIONS ARE AS FOLLOWS:

PUBLISHED COORDINATES

| STATION | EASTING | NORTHING |
|----------|------------|-------------|
| B.M. 116 | 470043.420 | 1484796.470 |
| B.M. 118 | 469671.530 | 1485745.140 |

- THE MEAN HIGH WATER ELEVATIONS SHOWN HEREON WERE ESTABLISHED BY EXTENDING THE ELEVATIONS SHOWN AT MEAN HIGH WATER INTERPOLATION POINT NO. 100306. THE ELEVATION OF THE MEAN HIGH WATER LINE IS 0.70' (NAVD 88) AND THE MEAN LOW WATER LINE IS 0.52', AS PROVIDED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.
- A TRIMBLE INTEGRATED GNSS R-10 GPS UNIT PAIRED WITH THE TRIMBLE ACCESS NETWORK (VAN) WAS USED TO SET SITE CONTROLS (HORIZONTAL AND VERTICAL).
- TOPOGRAPHY ALONG THE SHORELINE OF THE GULF OF AMERICA WAS OBTAINED USING A TRIMBLE SCOUT TOTAL STATION PAIRED WITH A TRIMBLE TSC3 DATA COLLECTOR AND PROCESSED WITH AUTOCAD CIVIL 3D. THE 0.70' CONTOUR WAS EXTRACTED FROM THE GENERATED SURFACE AND USED AS THE MEAN HIGH WATER LINE AS SHOWN.
- THIS TIDAL WATER SURVEY COMPLIES WITH CHAPTER 177, PART II, FLORIDA STATUTES.

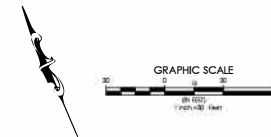
THE TIDAL WATER SURVEY DEPICTED HEREON WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS AS DEFINED IN CHAPTER 54-17 OF THE FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

ABBREVIATIONS

| ID | IDENTIFICATION |
|-----|-------------------|
| (N) | NORTH |
| (E) | EAST |
| (S) | SOUTH |
| (W) | WEST |
| OR | OFFICIAL RECORDS |
| F | FOUND |
| PL | PLAT |
| R/W | RIGHT OF WAY |
| LB | LICENSED BUSINESS |
| BM | BENCHMARK |

BENCHMARK DATA

- BM #1 - FOUND CONCRETE MONUMENT R-115**
NORTHING: 470043.420
EASTING: 1484796.470
ELEVATION: 34.15
- BM #2 - FOUND CONCRETE MONUMENT R-116**
NORTHING: 469671.530
EASTING: 1485745.140
ELEVATION: 23.39



SURVEY LEGEND

- BENCHMARK
- BOUNDARY
- FOUND 1/2" CAPPED IRON PIN (EC 7927)
- CALCULATED POINT