



**SUMMERVILLE
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
&
PUBLIC HEARING
JUNE 25, 2019
10:45 A.M.**

Special District Services, Inc.
6625 Miami Lakes Drive, Suite 374
Miami Lakes, FL 33014

www.summervillecdd.org
305.777.0761 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
SUMMERVILLE COMMUNITY DEVELOPMENT DISTRICT
Crexent Business Center
3rd Floor Conference Room
6625 Miami Lakes Drive
Miami Lakes, Florida 33014
REGULAR BOARD MEETING & PUBLIC HEARING
June 25, 2019
10:45 a.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
 - 1. April 23, 2019 Regular Board Meeting.....Page 2
- G. **Public Hearing**
 - 1. Proof of Publication.....Page 5
 - 2. Receive Public Comment on Fiscal Year 2019/2020 Final Budget
 - 3. Consider Resolution No. 2019-02 – Adopting a Fiscal Year 2019/2020 Final Budget.....Page 6
- H. Old Business
 - 1. Discussion Regarding Community Parking – Traffic Engineer
 - 2. Update Regarding Debt Service Payment (Principal & Interest) May 1, 2019
- I. New Business
 - 1. Consider Landscape Maintenance Agreement Between District and Summerville HOA.....Page 13
 - 2. Consider Resolution No. 2019-03 – Adopting a Fiscal Year 2019/2020 Meeting Schedule.....Page 26
 - 3. Qualified Elector (Registered Voter) Certification (287) Announcement.....Page 28
 - 4. Discussion Regarding Procedure for Final Landowners’ Meeting
- J. Administrative & Operational Matters
 - 1. Statement of Financial Interests-Disclosure – **2018 Form 1** Filing Deadline: July 1, 2019
- K. Board Member & Staff Closing Comments
- L. Adjourn

MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Miami, Miami-Dade County, Florida

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

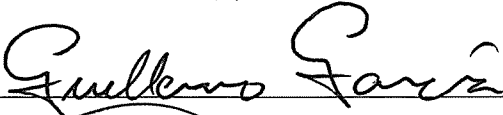
Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

SUMMERVILLE COMMUNITY DEVELOPMENT DISTRICT -
FISCAL YEAR 2018/2019 REGULAR MEETING SCHEDULE

in the XXXX Court,
was published in said newspaper in the issues of

10/12/2018

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami, in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



Sworn to and subscribed before me this
12 day of OCTOBER, A.D. 2018

(SEAL)

GUILLERMO GARCIA personally known to me



MARIA I. MESA
Notary Public - State of Florida
Commission # FF 935208
My Commission Expires Mar 4, 2020
Bonded through National Notary Assn.

SUMMERVILLE COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2018/2019 REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors (the "Board") of the Summerville Community Development District (the "District") will hold Regular Meetings in the Third Floor Conference Room of the Cravant Business Center located at 6625 Miami Lakes Drive, Miami Lakes, Florida 33014 at 10:45 a.m. on the following dates:

October 23, 2018
November 6, 2018
November 27, 2018
February 26, 2019
March 26, 2019
April 23, 2019
May 28, 2019
June 25, 2019
July 23, 2019
September 24, 2019

The purpose of the meetings is for the Board to consider any District business which may lawfully and properly come before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law for Community Development Districts. Copies of the Agenda for any of the meetings may be obtained from the District's website or by contacting the District Manager at 305-777-0761 and/or toll free at 1-877-737-4922, prior to the date of the particular meeting.

From time to time one or two Board members may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Board members may be fully informed of the discussions taking place. Said meeting(s) may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 305-777-0761 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be canceled from time to time with no advertised notice.

SUMMERVILLE COMMUNITY DEVELOPMENT DISTRICT

www.summervillecdd.org
10/12

18-97/0000352994M

**SUMMERVILLE COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
APRIL 23, 2019**

A. CALL TO ORDER

The April 23, 2019, Regular Board Meeting of the Summerville Community Development District was called to order at 10:50 a.m. in the Crexent Business Center 3rd Floor Conference Room located at 6625 Miami Lakes Drive, Miami Lakes, Florida 33014.

B. PROOF OF PUBLICATION

Mr. Kalin presented proof of publication that notice of the Regular Board Meeting had been published in the *Miami Daily Business Review* on October 12, 2018, as part of the District's Fiscal Year 2018/2019 Regular Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

Mr. Kalin determined that the attendance of Chairman Karl Albertson, Vice Chairman Eradio Abreu and Supervisors Logan Bell and Ravi Latchman constituted a quorum and it was in order to proceed with the meeting.

Staff in attendance: District Managers Neil Kalin & Nancy Nguyen of Special District Services, Inc.; and General Counsel Ginger Wald of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

Also present were: Anne Hathaway of D.R. Horton, Coconut Creek, Florida; Barbara Tomas of Homestead/Princeton, Florida; and Blanca Zuluaga of Miami Management in Miami, Florida.

D. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public for items not on the agenda.

F. APPROVAL OF MINUTES

1. January 30, 2019, Special Board Meeting

Mr. Kalin presented the minutes of the January 30, 2019, Special Board Meeting and asked if there were any changes. There being no changes, a **motion** was made by Mr. Bell, seconded by Mr. Latchman and passed unanimously approving the minutes of the January 30, 2019, Special Board Meeting, *as presented*.

G. OLD BUSINESS

1. Status of Lift Station Tract (Phase II)

Mr. Kalin reported that the developer and the County continue to work together to complete the sanitary sewer improvement conveyances.

H. NEW BUSINESS

1. Discussion Regarding Community Parking and Alternatives

At the request of the homeowners' association and due to limited parking in the community, Ms. Zuluaga, representing the Summerville Community HOA (the "Association"), as Manager; requested assistance in exploring options to add parking spaces in order to accommodate property owner vehicles. The Board was provided with a District boundary map that depicted areas for potential additional parking. Mr. Kalin and District Counsel informed the Association Manager that the road right-of-ways within the District were dedicated to Miami-Dade County (the "County"). Therefore, in order to modify and/or change improvements within the County right-of-ways within the District, permit modifications would be required. In addition, Mr. Kalin indicated that such an undertaking (adding numerous parking spaces) would come at a considerable cost. Since the addition of multiple parking spaces would require conceptual approval from the County for surveys and plan preparation, the District would be better served by engaging a traffic engineer to determine if the proposed Additional Parking Project could be approved by the County. Mr. Kalin stated that in the past and on other projects requiring a Traffic Engineer he has used Caltran Engineering Group, Inc. A discussion ensued after which;

A **motion** was made by Mr. Latchman, seconded by Mr. Albertson and unanimously passed authorizing the District Manager to engage Caltran Engineering Group, Inc. to determine the feasibility of the proposed Additional Parking Project, including approaching Miami-Dade County Traffic Engineering Division to determine if the project would get a conceptual approval

Additional information will be presented on this matter at an upcoming meeting.

2. Discussion Regarding Reimbursement of Service Costs to the Summerville HOA

At the request of the homeowners' association and due to increased operating expenses in the community, Ms. Zuluaga, representing the Community as Association Manager, requested assistance in funding of lawn and landscape services and security. Ms. Wald confirmed that the District had the authority to provide security within the District. In addition, with regard to the lawn and landscape services, the District's Board stated that the District should be responsible for the maintenance and payment for those areas/tracts that are owned by the District. Ms. Wald and Mr. Kalin advised the Board and Association Manager that a Maintenance Agreement between the District and Summerville HOA could be prepared to facilitate the Association to continue to provide lawn and landscape services, and other services deemed applicable, through a current contractor and the District would then reimburse the Association for those applicable and defined costs. Furthermore, the proposed Agreement could include other services, such as security, that the District could be responsible for all or a portion of the cost, as mutually determined by the parties. A discussion ensued after which it was the consensus of the Board to authorize District Counsel and the District Manager to prepare a draft Agreement to facilitate lawn and landscape services to District owned tracts and reimbursement of costs for services provided by the Association. District Counsel will provide the draft Agreement for consideration at the meeting scheduled for June.

3. Consider Resolution No. 2019-01 – Adopting a Fiscal Year 2019/2020 Proposed Budget

Resolution No. 2019-01 was presented, entitled:

RESOLUTION NO. 2019-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUMMERVILLE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET AND NON-AD VALOREM SPECIAL ASSESSMENTS FOR FISCAL YEAR 2019/2020; AND PROVIDING AN EFFECTIVE DATE.

Mr. Kalin read the title of the resolution into the record and explained that the proposed 2019/2020 fiscal year budget would be balanced by designating a carryover of approximately \$15,330 from the projected fund balance as of September 30, 2019. However, due to the Board's decision for the District to be responsible for maintenance and operational costs related to District owned land tracts, Mr. Kalin recommended that the MAINTENANCE CONTINGENCY line item be raised *from* \$4,800 *to* \$15,000 and to increase the carryover *from* \$15,330 *to* \$25,530. Consequently, since the overall proposed assessments were not increasing in the fiscal year 2019/2020, letters to the residents would not be required. Furthermore, Mr. Kalin stated as part of Resolution No. 2019-01, the Board must set a date for the public hearing to adopt the fiscal year 2019/2020 final budget and assessment roll. Further discussion took place on the proposed budget after which;

A **motion** was made by Mr. Bell, seconded by Mr. Albertson and unanimously passed to approve and adopt Resolution No. 2019-01, *as amended*, setting the public hearing to adopt the fiscal year 2019/2020 final budget and final assessment roll for June 25, 2019, at 10:45 a.m. in the Crexent Business Center, Third Floor Conference Room located at 6625 Miami Lakes Drive, Miami Lakes, Florida 33014; and further authorizes publication/notice of the budget public hearing, as required by law.

I. ADMINISTRATIVE & OPERATIONAL MATTERS
1. Staff Report, as Required

There was no Staff Report at this time.

J. BOARD MEMBER & STAFF CLOSING COMMENTS

Ms. Barbara Tomas had several questions for the District Manager and District Counsel. Her inquiries were responded to. Mr. Kalin provided his contact information, should she have any further questions.

K. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Bell, seconded by Mr. Albertson and unanimously passed to adjourn the Regular Board Meeting at 11:58 a.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Miami, Miami-Dade County, Florida

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared MARIA MESA, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/ a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

NOTICE OF PUBLIC HEARING AND REGULAR BOARD
MEETING OF THE SUMMERVILLE COMMUNITY DEVELOPMENT
DISTRICT - JUN. 25, 2019

in the XXXX Court,
was published in said newspaper in the issues of

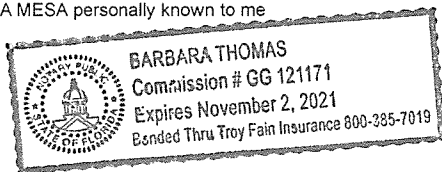
06/05/2019 06/12/2019

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami, in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this
12 day of JUNE, A.D. 2019

(SEAL)

MARIA MESA personally known to me



NOTICE OF PUBLIC HEARING AND REGULAR BOARD MEETING OF THE SUMMERVILLE COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors (the "Board") of the Summerville Community Development District (the "District") will hold a Public Hearing and Regular Board Meeting on June 25, 2019, at 10:45 a.m., or as soon thereafter as the meeting can be heard, in the Third Floor Conference Room of Crexent Business Center located at 6625 Miami Lakes Drive, Miami Lakes, Florida 33014.

The purpose of the Public Hearing is to receive public comment on the District's Fiscal Year 2019/2020 Proposed Final Budget and Non-Ac Valorem Assessment Roll. A copy of the Proposed Final Budget and/or the Agenda may be obtained from the District's website or at the offices of the District Manager, 6625 Miami Lakes Drive, Suite 374, Miami Lakes, Florida 33014, during normal business hours. The purpose of the Regular Board Meeting is for the Board to consider any other District business which may lawfully and properly come before the Board. The meetings are open to the public and will be conducted in accordance with the provisions of Florida law for Community Development Districts. Meetings may be continued as found necessary to a time and place specified on the record.

There may be occasions when one or two Board members will participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Board members may be fully informed of the discussions taking place.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at these meetings should contact the District Manager at (305) 777-0761 and/or toll free at 1-877-737-4922, at least seven (7) days prior to the date of the meetings.

If any person decides to appeal any decision made with respect to any matter considered at this Public Hearing and Regular Board Meeting, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony and evidence on which the appeal is based.

Meetings may be cancelled from time to time without advertised notice.

Summerville Community Development District

www.summervilleccdd.org
6/5-12

19-33/0000404730M

RESOLUTION NO. 2019-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUMMERVILLE COMMUNITY DEVELOPMENT DISTRICT APPROVING AND ADOPTING A FISCAL YEAR FINAL 2019/2020 BUDGET INCLUDING NON-AD VALOREM SPECIAL ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Summerville Community Development District (the “District”) has prepared a Proposed Budget and Final Special Assessment Roll for Fiscal Year 2019/2020 and has held a duly advertised Public Hearing to receive public comments on the Proposed Budget and Final Special Assessment Roll; and

WHEREAS, following the Public Hearing and the adoption of the Proposed Budget and Final Assessment Roll, the District is now authorized to levy non-ad valorem assessments upon the properties within the District.

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

Section 1. The Final Budget and Final Special Assessment Roll for Fiscal Year 2019/2020 attached hereto as Exhibit “A” is approved and adopted, and the assessments set forth therein shall be levied.

Section 2. The Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

PASSED, ADOPTED and EFFECTIVE this 25th day of June, 2019

ATTEST:

**SUMMERVILLE
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

Summerville Community Development District

**Final Budget For
Fiscal Year 2019/2020
October 1, 2019 - September 30, 2020**

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- II DETAILED FINAL BUDGET**
- III DETAILED FINAL DEBT SERVICE FUND BUDGET**
- IV ASSESSMENT COMPARISON**

FINAL BUDGET
SUMMERVILLE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2019/2020
OCTOBER 1, 2019 - SEPTEMBER 30, 2020

	FISCAL YEAR 2019/2020 BUDGET
REVENUES	
ADMINISTRATIVE ASSESSMENTS	42,875
MAINTENANCE ASSESSMENTS	23,298
DEBT ASSESSMENTS	235,878
OTHER REVENUES	0
INTEREST INCOME	300
TOTAL REVENUES	\$ 302,351
EXPENDITURES	
MAINTENANCE EXPENDITURES	
OPEN SPACE TRACT MAINTENANCE	4,980
FIELD OPERATIONS MANAGEMENT	720
ENGINEERING/ANNUAL REPORT/INSPECTIONS	1,200
MAINTENANCE/CONTINGENCY	15,000
TOTAL MAINTENANCE EXPENDITURES	\$ 21,900
ADMINISTRATIVE EXPENDITURES	
SUPERVISOR FEES	0
PAYROLL TAXES (EMPLOYER)	0
MANAGEMENT	26,388
SECRETARIAL	4,200
LEGAL	9,000
ASSESSMENT ROLL	7,500
AUDIT FEES	3,500
INSURANCE	6,500
LEGAL ADVERTISING	720
MISCELLANEOUS	900
POSTAGE	150
OFFICE SUPPLIES	400
DUES & SUBSCRIPTIONS	175
TRUSTEE FEES	3,000
CONTINUING DISCLOSURE FEE	500
WEBSITE MANAGEMENT	2,000
ADMINISTRATIVE CONTINGENCY	1,200
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 66,133
TOTAL EXPENDITURES	\$ 88,033
REVENUES LESS EXPENDITURES	\$ 214,318
BOND PAYMENTS	(221,725)
BALANCE	\$ (7,407)
COUNTY APPRAISER & TAX COLLECTOR FEE	(6,041)
DISCOUNTS FOR EARLY PAYMENTS	(12,082)
EXCESS/ (SHORTFALL)	\$ (25,530)
CARRYOVER FROM PRIOR YEAR	25,530
NET EXCESS/ (SHORTFALL)	\$ -

DETAILED FINAL BUDGET
SUMMERVILLE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2019/2020
OCTOBER 1, 2019 - SEPTEMBER 30, 2020

	FISCAL YEAR 2017/2018 ACTUAL	FISCAL YEAR 2018/2019 BUDGET	FISCAL YEAR 2019/2020 BUDGET	COMMENTS
REVENUES				
ADMINISTRATIVE ASSESSMENTS	57,648	56,124	42,875	Expenditures Less Interest & Carryover/.94
MAINTENANCE ASSESSMENTS	8,298	9,702	23,298	Expenditures/.94
DEBT ASSESSMENTS	236,356	236,263	235,878	Bond Payments/.94
OTHER REVENUES	0	0	0	
INTEREST INCOME	514	180	300	Projected At \$25 Per Month
TOTAL REVENUES	\$ 302,816	\$ 302,269	\$ 302,351	
EXPENDITURES				
MAINTENANCE EXPENDITURES				
OPEN SPACE TRACT MAINTENANCE	0	4,800	4,980	\$180 Increase From 2018/2019 Budget
FIELD OPERATIONS MANAGEMENT	0	720	720	No Change From 2018/2019 Budget
ENGINEERING/ANNUAL REPORT/INSPECTIONS	850	1,200	1,200	No Change From 2018/2019 Budget
MAINTENANCE/CONTINGENCY	617	2,400	15,000	\$12,600 Increase From 2018/2019 Budget
TOTAL MAINTENANCE EXPENDITURES	\$ 1,467	\$ 9,120	\$ 21,900	
ADMINISTRATIVE EXPENDITURES				
SUPERVISOR FEES	0	0	0	Supervisor Fees
PAYROLL TAXES (EMPLOYER)	0	0	0	Supervisor Fees * 7.65%
MANAGEMENT	25,368	25,896	26,388	CPI Adjustment
SECRETARIAL	4,500	4,200	4,200	Field Operations Split From Line Item
LEGAL	6,966	9,000	9,000	No Change From 2018/2019 Budget
ASSESSMENT ROLL	7,500	7,500	7,500	As Per Contract
AUDIT FEES	3,700	3,800	3,500	Accepted Amount Of 2018/2019 Audit
INSURANCE	5,750	6,500	6,500	Insurance Estimate
LEGAL ADVERTISING	375	720	720	No Change From 2018/2019 Budget
MISCELLANEOUS	338	900	900	No Change From 2018/2019 Budget
POSTAGE	90	150	150	No Change From 2018/2019 Budget
OFFICE SUPPLIES	313	400	400	No Change From 2018/2019 Budget
DUES & SUBSCRIPTIONS	175	175	175	No Change From 2018/2019 Budget
TRUSTEE FEES	3,000	3,000	3,000	No Change From 2018/2019 Budget
CONTINUING DISCLOSURE FEE	500	500	500	No Change From 2018/2019 Budget
WEBSITE MANAGEMENT	1,500	1,500	2,000	\$500 Increase From 2018/2019 Budget
ADMINISTRATIVE CONTINGENCY	0	1,200	1,200	Administrative Contingency
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 60,075	\$ 65,441	\$ 66,133	
TOTAL EXPENDITURES	\$ 61,542	\$ 74,561	\$ 88,033	
REVENUES LESS EXPENDITURES	\$ 241,274	\$ 227,708	\$ 214,318	
BOND PAYMENTS	(224,824)	(222,088)	(221,725)	2020 P&I Payments Less Interest
BALANCE	\$ 16,450	\$ 5,620	\$ (7,407)	
COUNTY APPRAISER & TAX COLLECTOR FEE	(2,903)	(6,042)	(6,041)	Two Percent Of Total Assessment Roll
DISCOUNTS FOR EARLY PAYMENTS	(11,838)	(12,083)	(12,082)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$ 1,709	\$ (12,505)	\$ (25,530)	
CARRYOVER FROM PRIOR YEAR	0	12,505	25,530	Carryover From Prior Year
NET EXCESS/ (SHORTFALL)	\$ 1,709	\$ -	\$ -	

DETAILED FINAL DEBT SERVICE FUND BUDGET
SUMMERVILLE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2019/2020
OCTOBER 1, 2019 - SEPTEMBER 30, 2020

	FISCAL YEAR 2017/2018	FISCAL YEAR 2018/2019	FISCAL YEAR 2019/2020	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	3,964	100	200	Projected Interest For 2019/2020
NAV Tax Collection	224,824	222,088	221,725	2020 P & I Payments Less Earned Interest
Total Revenues	\$ 228,788	\$ 222,188	\$ 221,925	
EXPENDITURES				
Principal Payments	90,000	85,000	90,000	Principal Payment Due In 2020
Interest Payments	144,100	137,088	131,725	Interest Payments Due In 2020
Transfer To Construction Fund	8,576	100	200	Transfer To Construction Fund
Total Expenditures	\$ 242,676	\$ 222,188	\$ 221,925	
Excess/ (Shortfall)	\$ (13,888)	\$ -	\$ -	

Series 2006 Bond Information

Original Par Amount =	\$3,335,000	Annual Principal Payments Due =	May 1st
Interest Rate =	5.50%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	January 2006		
Maturity Date =	May 2036		

Par Amount As Of 1/1/19 = \$2,525,000

Summerville Community Development District Assessment Comparison

	Fiscal Year 2016/2017 Assessment Before Discount*	Fiscal Year 2017/2018 Assessment Before Discount*	Fiscal Year 2018/2019 Assessment Before Discount*	Fiscal Year 2019/2020 Projected Assessment Before Discount*
Administrative	\$ 200.82	\$ 215.13	\$ 210.20	\$ 160.59
Maintenance	\$ 23.91	\$ 31.08	\$ 36.34	\$ 87.26
<u>Debt</u>	<u>\$ 907.14</u>	<u>\$ 885.23</u>	<u>\$ 884.88</u>	<u>\$ 883.44</u>
Total	\$ 1,131.87	\$ 1,131.44	\$ 1,131.42	\$ 1,131.29

* Assessments Include the Following :

4% Discount for Early Payments

1% County Tax Collector Fee

1% County Property Appraiser Fee

Community Information:

Total Units 267

LANDSCAPE MAINTENANCE AGREEMENT

This Maintenance Agreement (“Agreement”) is entered into as of this ____ day of _____, 2019 (“Effective Date”), by and between:

SUMMERVILLE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in unincorporated Miami-Dade County, Florida, and whose mailing address is 11000 Prosperity Farms Road, Suite 104, Palm Beach Gardens, Florida 33410 (the “District”); and

SUMMERVILLE HOMEOWNERS ASSOCIATION, INC., a Florida homeowner’s association, whose address is C/o Miami Management Inc., 14725 SW 142 Avenue, Miami, Florida 33186, (the “Association”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, Florida Statutes; and

WHEREAS, the District, pursuant to the responsibilities and authorities vested in it by Chapter 190, Florida Statutes, desires to proceed with the discharge of its duties, including but not limited to its landscape maintenance, irrigation maintenance, and turf and landscape fertilizer services for those certain lands, rights-of-way, water management areas, and similar planting areas within the District, which services shall be performed in, over, and on the District Landscape Areas (“Improvements” as further defined herein below and in **Exhibit A**); and

WHEREAS, the District and the Association desire to provide for maintenance of the Improvements; and

WHEREAS, the Association on behalf of and for the benefit of its members has agreed to provide, pursuant to the terms of the Agreement, certain landscape maintenance services and materials.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for Ten and no/100ths (\$10.00) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, and subject to the terms and conditions hereof, the District and the Association agree as follows:

Section 1.0 Recitals

The above recitals are deemed true and correct to the best of the knowledge of the parties and are incorporated into this Agreement.

Section 2.0 Description of Improvements

The Improvements that are the subject of this Agreement are more fully described in the attached **Exhibit A**, which is attached hereto and made a part hereof.

Section 3.0 Performance

The District and the Association hereby agree, as follows:

(A) the Association shall provide, and be solely responsible for all costs and liabilities that are associated with or arise out of, the landscape maintenance services and materials as set forth in the attached **Exhibit B** (the “Maintenance Services”), which exhibit is attached hereto and made a part hereof; and

(B) the Maintenance Services shall be provided by the Association in a competent and professional manner using qualified and experienced employees or contractors with such frequency as is necessary and reasonable in the industry and under the circumstances in order to ensure that the Improvements are properly maintained and continue to function with their intended purpose. In addition, since each of the Improvements may require different types of maintenance and materials, the maintenance intervals and the time periods within which maintenance tasks must be performed and the materials to be used by the Association shall be flexible and adjusted periodically depending on the condition of each of the Improvements and particular maintenance needs; and

(C) the Maintenance Services shall be provided by the Association in strict compliance with all governmental entities’ and agencies’ permits, requirements, rules, acts, statutes, ordinances, orders, regulations and restrictions; and

(D) the Maintenance Services shall be provided by the Association without interfering in any way with or encumbering the use, access, ingress, egress, easement, right-of-way, dedication, ownership or other right or interest of the District in the Improvement or in the real property where each Improvement is located; and

(E) the Association shall timely pay all invoices, or other manner of billing, for all persons or entities with whom the Association may have contracted or arranged to provide services or materials in fulfillment of its obligations under this Agreement; and

(F) during the term of this Agreement, subject to conditions of this Section 3.0, the District’s approved annual budget, and available funds, the District agrees to grant up to \$_____ in funding to the Association to be applied by the Association towards the costs incurred by the Association in performing the Maintenance Services; and

(G) any request by the Association for funding pursuant to subsection 3.0(F) above must be presented to the District Manager in writing, which shall include a description of the particular Maintenance Services for which funding is requested and the statement of the amount of funding requested for such Maintenance Services. The District Manager shall pay the amount requested to the Association within ten (10) days of receiving the request, provided the cumulative payments made to the Association pursuant to such requests do not exceed the applicable total amounts stated in subsections 3.0(F) above. The District Manager shall present the documentation regarding the Associations' requested funding and the District Manager's payments of such funding requests to the District Board of Supervisors at the its next meeting; and

(H) any such funding under subsection 3.0(F) above may be provided to the Association prior to costs being incurred by the Association in connection with providing the particular Maintenance Services for which funding is being requested;

(I) the District Board of Supervisors may place additional reasonable conditions on the funding of Maintenance Services pursuant to subsection 3.0(F); and

(J) within thirty (30) days after the Association has completed the Maintenance Services for which it received funding under this Agreement, the Association shall submit to the District a report of all expenditures made, including copies of all invoices, contracts, work, proposals, inspection reports, and any other documents evidencing payment by the Association to third parties for the provision of Maintenance Services funded by the District; and

(K) any portion of District funding provided to the Association pursuant to subsection 3.0(F) above remaining following completion of the particular Maintenance Services for which funding was provided by the District shall be returned to the District by the Association following completion of the Maintenance Services.

Section 4.0 The Association's Responsibility for Acts of Force Majeure

The District and the Association agree that the Maintenance Services herein assumed by the Association shall not include by way of example but not limitation the repair or replacement of the Improvements that are damaged as a result of a hurricane, tornado, windstorm, freeze damage, fire, drought or flooding.

Section 5.0 Emergency Intervention by the District

In the event of an emergency, as determined by the District in its reasonable sole discretion, and regardless of any language in this Agreement to the contrary or any language in any contract or arrangement that the Association may have with third parties concerning the Maintenance Services for the Improvements, the District reserves the unilateral and exclusive right to implement or initiate, without advance notice, the following:

(A) the provision of maintenance services or materials for any one or more of the Improvements; and

(B) the removal, modification, relocation, or replacement, as the case may be and in the District's sole discretion, of one or more of the Improvements.

Section 6.0 Remedies, Default, & Specific Performance

The District may elect any of one or more of the following remedies, as well as any other remedies available in law or equity, if the Association should default in carrying out the terms and conditions of this Agreement, namely:

(A) Default by Association. If the Association should fail, refuse or neglect to furnish or perform any one or more of the required Maintenance Services within thirty (30) days from the date of receipt of a written notice of default from the District, then in that event the District, at its sole discretion and without further notice, may elect to (i) initiate a maintenance program or provide such maintenance services and materials and thereby assume full maintenance responsibility as to some or all of the Improvements or (ii) remove, modify, relocate, or replace, as the case may be and in the District's reasonable sole discretion, one or more of the Improvements.

(B) Discontinuation & Reimbursement by Association. At such time as the District should commence a maintenance program or provide maintenance services or supplies for one of more of the Improvements under this section, and upon receipt of the oral or written notice from the District, the Association shall promptly discontinue the provision of Maintenance Services as to same until such time as is otherwise agreed to in writing by and between the parties hereto, and regardless of any contracts or arrangements with third parties into which the Association may have entered to perform Maintenance Services.

(C) Other Remedies & Opportunity to Cure. At the sole discretion of the District, a breach or material default by the Association under the Agreement, including a failure to timely pay an invoice, shall entitle the District to all remedies available in law or equity or in an administrative tribunal, which shall include but not be limited to the right of damages, injunctive relief and specific performance. In the event of the Developer's default under this Agreement, the parties agree and stipulate as to the irreparable harm of such default and as to the absence of adequate remedies at law; therefore, the District shall have, in addition to such rights and remedies as provided by general application of law, the right to obtain specific performance of, and injunctive relief concerning, the Developer's obligations hereunder.

However, except for emergency situations (as so reasonably determined by the District), before the District may initiate legal action for the Association's failure or default under this Agreement, the District shall provide advance written notice to the Association of the nature of the alleged failure or default and afford a ten (10) calendar day cure period, and the Association,

shall have ten (10) calendar days following the date of receipt of said notice to cure the alleged failure or default through appropriate and substantive remedial action.

Section 7.0 Indemnification

The Association does hereby indemnify and hold the District harmless of and from any and all loss or liability that the District may sustain or incur by reason of the Association's assumption of the Maintenance Services for the Improvements, including any that may result from or arise out of the Association's misfeasance, malfeasance, non-feasance, negligence or failure to carry out its obligations under this Agreement, with said indemnification and hold harmless to include but not be limited to: (A) direct costs and damages, (B) indirect or consequential costs and damages (provided there is a proximate cause relationship) and (C) any and all injuries or damages sustained by persons or damage to property, including such reasonable attorney's fees and costs (including appellate, arbitration, or mediation) that may be incurred by the District that relate thereto. Provided, however, it is understood that this section does not (i) indemnify the District for the Association's misfeasance, malfeasance, non-feasance, negligence or failure to carry out the terms and conditions of this Agreement if same is caused by, or at, that direction of the District or (ii) authorize the Association to select or provide legal counsel on behalf of the District.

Section 8.0 Insurance

The Association shall be required, on or before the date of the execution of this Agreement and without any interruption or lapse thereafter, to provide to the District a Certificate of Insurance reflecting insurance coverage for the Association in such amounts and in accordance with the requirements set forth on the attached Exhibit "C", which exhibit is incorporated by reference. Further, said Certificate of Insurance shall on its face reflect the following, including but not limited to:

- (A) the District as an additional insured to the extent of limits of liability set forth in the attached Exhibit "C"; and
- (B) the District as the certificate holder of the Certificate of Insurance; and
- (C) a statement that the insurance coverage represented by the Certificate of Insurance shall not be terminated, canceled or reduced unless thirty (30) days prior written notice of such termination, cancellation or reduction (or ten (10) days if terminated or canceled for non-payment) is mailed by first class U.S. Mail to the District.

Section 9.0 Term of Agreement

Unless terminated as otherwise permitted in this Agreement, the term of this agreement shall expire on midnight of December 31st of the year that is one (1) year following the year of the Effective Date. This Agreement shall automatically renew for additional one year periods, commencing on 12:01 a.m. January 1st of the following year, unless the Association provides written notice before 5:00 p.m. on April 1st of the year in which the then-current term will expires that the Association intends not renew for an additional term.

In addition to the rights and methods of termination established pursuant to any other provision of this Agreement, the District may terminate this Agreement at any time for any reason in its sole discretion by providing at least thirty (30) days written notice to the Association of its intent to terminate this Agreement pursuant to this provision.

10.0 Miscellaneous Provisions

10.1 Time of the Essence: Time is of the essence with respect to this Agreement.

10.2 Notices: All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including facsimile) and shall be (as elected by the person giving such notice) hand delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

AS TO THE DISTRICT: Summerville Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410
Attention: District Manager

With a copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
SunTrust Center, 6th Floor
515 E. Las Olas Blvd.
Fort Lauderdale, FL 33301
Attention: Dennis E. Lyles, Esq.

AS TO THE ASSOCIATION: Summerville Homeowners Association, Inc.
C/o Miami Management Inc.
14725 SW 142 Avenue
Miami, FL 33186

10.3 Entire Agreement: The parties agree that this instrument embodies the complete understanding of the parties with respect to the subject matter of this Agreement and supersedes all other agreements, verbal or otherwise. This Agreement contains the entire understanding between District and Association and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement, and that in entering into this Agreement neither party relied upon any representation not herein contained.

10.4 Amendment & Waiver: This Agreement may be amended only by a written instrument signed by both parties. If any party fails to enforce their respective rights under this Agreement or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights as stated in this Agreement.

10.5 Severability: The parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable.

10.6 Controlling Law: This Agreement shall be construed under the laws of the State of Florida.

10.7 Authority: The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

10.8 Costs & Fees: In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.

10.9 Successors & Assignment: The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Developer and District, their heirs, executors, receivers, trustees, successors and assigns. This Agreement may not be assigned without the written consent of all parties, and such written consent shall not be unreasonably withheld.

10.10 No Third-Party Beneficiaries: This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein

contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

10.11 Arm's Length Transaction: This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

10.12 Execution of Documents: Each party covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents reasonably requested by the parties necessary to carry out fully and effectuate the transaction or performance herein contemplated.

10.13 Construction of Terms: Whenever used, the singular number shall include the plural, the plural the singular; and the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

10.14 Captions: The captions for each section of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement, or the intent of any provision hereof.

10.15 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and all collectively deemed one instrument.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ATTEST:

**SUMMERVILLE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Print Name: _____
Title: Secretary

By: _____
Print Name: _____
Title: District Manager

_____ day of _____, 2019.

STATE OF FLORIDA }

COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, as Chairman of the Board of Supervisors for SUMMERVILLE COMMUNITY DEVELOPMENT DISTRICT, and _____ as Secretary, who are personally known and/or produced _____ as identification who being duly sworn, deposes and says that the aforementioned is true and correct to the best knowledge of each.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2019.

Notary Public

Print Name

Commission Expires: _____

ATTEST:

**SUMMERVILLE HOMEOWNERS
ASSOCIATION, INC.,** a Florida Not for
Profit Corporation

Print Name:

(CORPORATE SEAL)

By: _____

Name: _____

Title: _____

Address: _____

_____ day of _____, 2019.

STATE OF FLORIDA }

COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____ as _____ of the SUMMERVILLE HOMEOWNERS ASSOCIATION, INC., who is personally known and/or produced _____ as identification who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2019.

Notary Public

Print Name

Commission Expires: _____

EXHIBIT A

Description of Improvements

Landscaping, streetscaping and irrigation systems located within the boundaries of the District.

EXHIBIT B

Description of Maintenance Services

Landscape and irrigation maintenance and repair and related maintenance and repair of Improvements, belonging to the District, or which the District is responsible for maintaining.

**EXHIBIT “C”
TO MAINTENANCE AGREEMENT**

Schedule of Insurance Coverage(s)

RESOLUTION NO. 2019-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUMMERVILLE COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2019/2020 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary for the Summerville Community Development District (the "District") to establish a regular meeting schedule for fiscal year 2019/2020; and

WHEREAS, the Board of Supervisors (the "Board") of the District has set a regular meeting schedule, location and time for District meetings for fiscal year 2019/2020 which is attached hereto and made a part hereof as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SUMMERVILLE COMMUNITY DEVELOPMENT DISTRICT, MIAMI-DADE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are hereby adopted by the Board.

Section 2. The regular meeting schedule, time and location for meetings for fiscal year 2019/2020 which is attached hereto as Exhibit "A" is hereby adopted and authorized to be published.

PASSED, ADOPTED and EFFECTIVE this 25th day of June, 2019.

ATTEST:

**SUMMERVILLE
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

**SUMMERVILLE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2019/2020 REGULAR MEETING SCHEDULE**

NOTICE IS HEREBY GIVEN that the Board of Supervisors (the “Board”) of the **Summerville Community Development District** (the “District”) will hold Regular Meetings in the Third Floor Conference Room of the Crexent Business Center located at 6625 Miami Lakes Drive, Miami Lakes, Florida 33014 at **10:45 a.m.** on the following dates:

**October 22, 2019
November 19, 2019
February 25, 2020
March 24, 2020
April 28, 2020
May 26, 2020
June 23, 2020
July 28, 2020
September 22, 2020**

The purpose of the meetings is for the Board to consider any District business which may lawfully and properly come before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law for Community Development Districts. Copies of the Agenda for any of the meetings may be obtained from the District’s website or by contacting the District Manager at 305-777-0761 and/or toll free at 1-877-737-4922, prior to the date of the particular meeting.

From time to time one or two Board members may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Board members may be fully informed of the discussions taking place. Said meeting(s) may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 305-777-0761 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time with no advertised notice.

SUMMERVILLE COMMUNITY DEVELOPMENT DISTRICT

www.summervillecdd.org

PUBLISH: MIAMI DAILY BUSINESS REVIEW XX/XX/19



Elections
2700 NW 87th Avenue
Miami, Florida 33172
T 305-499-8683 F 305-499-8547
TTY 305-499-8480

miamidade.gov

CERTIFICATION

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

I, Christina White, Supervisor of Elections of Miami-Dade County, Florida, do hereby certify that Summerville, as described in the attached Exhibit A, has 287 voters.

A handwritten signature in blue ink, appearing to be "C. White", written over a horizontal line.

Christina White
Supervisor of Elections

WITNESS MY HAND
AND OFFICIAL SEAL,
AT MIAMI, MIAMI-DADE
COUNTY, FLORIDA,
ON THIS 29th DAY OF
APRIL, 2019

Please submit a check for \$70.00 to our office payable to "Miami-Dade County" for the cost of certifying the number of registered voters.