



**SUMMERVILLE
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
MAY 3, 2023
9:00 A.M.**

Special District Services, Inc.
8785 SW 165th Avenue, Suite 200
Miami, FL 33193

www.summervillecdd.org
561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
SUMMERVILLE COMMUNITY DEVELOPMENT DISTRICT

Kendall Executive Center
8785 SW 165th Avenue, Suite 200
Miami, Florida 33193
Call-In: 877-402-9753 Access ID: 8338134

REGULAR BOARD MEETING

May 3, 2023

9:00 a.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Consider Resignation (Lazaro Gonzalez/Seat 4; Effective 2/2/23).....Page 2
- E. Appointment of Supervisors to Vacant Seats (Seats 2 and 4)
- F. Administer Oath of Office and Review New Board Member Duties
- G. Election of Officers
 - Chairperson
 - Vice Chairperson
 - Secretary/Treasurer
 - Assistant Secretaries
- H. Additions or Deletions to Agenda
- I. Comments from the Public for Items Not on the Agenda
- J. Approval of Minutes
 - 1. February 1, 2023 Regular Board Meeting & Public Hearing.....Page 3
- K. Old Business
 - 1. Approval of Engineering Agreement.....Page 10
- L. New Business
 - 1. Consider Resolution No. 2023-03 – Adopting a Fiscal Year 2023/2024 Proposed Budget.....Page 21
 - 2. Discussion Regarding Sidewalk Trip Hazards.....Page 34
- M. Administrative & Operational Matters
 - 1. Statement of Financial Interests 2022 Form 1 – Filing Deadline: July 1, 2023
- N. Board Member and Staff Closing Comments
- O. Adjourn

MIAMI-DADE

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

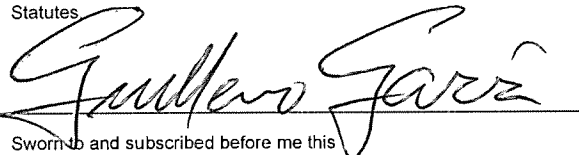
Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County,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

SUMMERVILLE COMMUNITY DEVELOPMENT DISTRICT -
FISCAL YEAR 2022/2023 REGULAR MEETING SCHEDULE

in the XXXX Court,
was published in said newspaper by print in the issues of
and/or by publication on the newspaper's website, if
authorized, on

09/23/2022

Affiant further says that the newspaper complies with all
legal requirements for publication in chapter 50, Florida
Statutes.

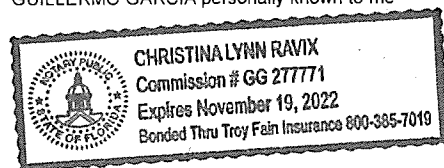


Sworn to and subscribed before me this
23 day of SEPTEMBER, A.D. 2022



(SEAL)

GUILLERMO GARCIA personally known to me



SUMMERVILLE COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2022/2023 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 Kendall Executive Center located at 8785 SW 165th Avenue, Suite 200, Miami, Florida 33193 at 9:00 a.m. on the following dates:

October 5, 2022
November 2, 2022
February 1, 2023
March 1, 2023
April 5, 2023
May 3, 2023
June 7, 2023
September 6, 2023

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 nnguyen@sdsinc.org 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 nnguyen@sdsinc.org 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

9/23

22-43/0000621199M

February 2, 2023

Board of Supervisors
Summerville Community Development District
c/o Special District Services, Inc., District Manager
2501A Burns Road
Palm Beach Gardens, FL 33410

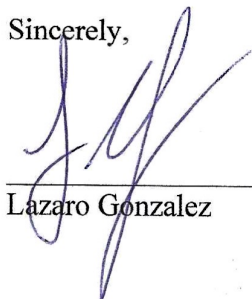
RE: Resignation

Dear Board of Supervisors,

Please be advised that I am resigning my position as Board Member and Supervisor on the Board of Supervisors of the **Summerville Community Development District** effective February 2, 2023.

It has been a pleasure serving as a Board Member.

Sincerely,



Lazaro Gonzalez

**SUMMERVILLE COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING & PUBLIC HEARING
FEBRUARY 1, 2023**

A. CALL TO ORDER

The February 1, 2023, Regular Board Meeting of the Summerville Community Development District (the “District”) was called to order at 9:04 a.m. in the Kendall Executive Center located at 8785 SW 165 Avenue, Suite 200, Miami, Florida 33193.

B. PROOF OF PUBLICATION

Ms. Nguyen presented proof of publication that notice of the Regular Board Meeting had been published in the *Miami Daily Business Review* on September 23, 2022, as part of the District’s Fiscal Year 2022/2023 Regular Meeting Schedule, *as legally required*.

C. ESTABLISH A QUORUM

Ms. Nguyen determined that the attendance of Chairman Lazaro Gonzalez and Supervisors Larry Gordon and Bryan Rosales constituted a quorum and it was in order to proceed with the meeting.

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

D. DISCUSSION REGARDING RE-ELECTED BOARD MEMBER IN SEAT #2 AND ADMINISTER OATH OF OFFICE

Ms. Nguyen stated that there were two (2) seats up for election at the November 8, 2022, General Election. Those seats were Seat #2 (currently held by Salvador Kalil), and Seat #5 (currently held by Bryan Rosales).

Mr. Kalil qualified during the qualifying period for re-election to the District’s Board of Supervisors in Seat #2. No oppositions were deemed by the Elections’ Department and Mr. Kalil was deemed as being ‘elected unopposed’. He will commence his new term of office effective November 22, 2022 (two Tuesdays following the General Election) and his term will expire in November 2026.

ADD-ON: Ms. Nguyen stated that she was in possession of a resignation letter from Salvador Kalil with an effective date of January 25, 2023, and it would be in order for the Board of Supervisors (the “Board”) to consider. A discussion ensued after which:

A **motion** was made by Mr. Gonzalez, seconded by Mr. Rosales and unanimously passed accepting the resignation of Salvador Kalil, effective January 25, 2023.

Ms. Nguyen stated that there was now a vacancy in Seat #2, which term expires in November 2026.

E. CONSIDER RESOLUTION NO. 2023-01 – DECLARING VACANCIES (SEAT #5)

Ms. Nguyen presented Resolution No. 2023-01, entitled:

RESOLUTION NO. 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUMMERVILLE COMMUNITY DEVELOPMENT DISTRICT DECLARING VACANCIES ON THE BOARD OF SUPERVISORS PURSUANT TO SECTION 190.006(3)(b), FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

Ms. Nguyen provided an explanation for the document and advised that the 4-year term of office for Seat #5 (currently held by Bryan Rosales) expired in November 2022. She further explained that no elector qualified for Seat #5 to be filled in the General Election. Pursuant to Section 190.006(3)(b), Florida Statutes, the District is required to declare the seats to be filled by the election to which no qualified elector has qualified as vacant and to appoint a qualified elector to fill each such vacancy within ninety (90) days of the second Tuesday following the General Election. Until such appointment, the incumbent board member in such seat shall remain in office.

A **motion** was made by Mr. Rosales, seconded by Mr. Gonzalez and unanimously passed declaring Seat #5 as vacant, effective November 22, 2022, and further authorizing the incumbent Board Member in this seat to remain in office until the appointment of a qualified elector to such seat.

F. DISCUSSION REGARDING VACANCY IN SEAT #5 AND APPOINTMENT TO FILL VACANCY

Ms. Nguyen stated that a vacancy had been declared in Seat #5, effective as of the second Tuesday following the November General Election (November 22, 2022). Pursuant to Section 190.006(3)(b), Florida Statutes, incumbents (holdover Board Members) will serve no longer than ninety (90) days or until appointments to the vacancies have been made. A discussion ensued after which:

A **motion** was made by Mr. Gordon, seconded by Mr. Gonzalez and unanimously passed appointing Bryan Rosales to Seat #5, which term of office will expire in November 2026.

G. ADMINISTER OATH OF OFFICE AND REVIEW NEW BOARD MEMBER DUTIES AND RESPONSIBILITIES

Ms. Nguyen, Notary Public in the State of Florida, administered the Oath of Office to Mr. Rosales. The Board welcomed Mr. Rosales back to the Board.

H. ELECTION OF OFFICERS

As a result of the changes to the Board of the District, Ms. Nguyen recommended that re-election of the District's Officers take place. She provided the following slate of names for election:

- Chairman – Lazaro Gonzalez
- Vice Chairwoman – Barbara Tomas
- Secretary/Treasurer – Nancy Nguyen
- Assistant Secretaries – Bryan Rosales, Larry Gordon, Armando Silva and Gloria Perez

A **motion** was made by Mr. Gonzalez, seconded by Mr. Rosales and passed unanimously to *electing* District’s Officers, as listed above.

I. ADDITIONS OR DELETIONS TO THE AGENDA

Ms. Nguyen advised that she would like to add the following item to the agenda:

- Consider Salvador Kalil Resignation (added during item D.)
- New Business Item 4. – Consider Adjustment to District Counsel Fee Structure
- New Business Item 5. – Supervisor Fees

The Board acknowledged Ms. Nguyen’s request.

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

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

K. APPROVAL OF MINUTES

1. November 2, 2022, Regular Board Meeting

Ms. Nguyen presented the minutes of the November 2, 2022, Regular Board Meeting and asked if there were any changes.

There being no changes, a **motion** was made by Mr. Gonzalez, seconded by Mr. Rosales and passed unanimously approving the minutes of the November 2, 2022, Regular Board Meeting, *as presented*.

NOTE: At approximately 9:17 a.m., Ms. Nguyen recessed the Regular Meeting and simultaneously opened the Public Hearing.

L. PUBLIC HEARING

1. Proof of Publication

Ms. Nguyen presented proof of publication that the Notice of Rule Development and Public Hearing had been published in compliance with legal requirements in the *Miami Daily Business Review* on January 3, 2023, and January 4, 2022, respectively.

2. Receive Public Comments Regarding Park and Open Space Rules

Ms. Nguyen opened the public comment portion of the Public Hearing to receive comments on the Park and Open Space Rules. There being no comments, Ms. Nguyen closed the public comment portion of the Public Hearing.

3. Consider Resolution No. 2023-02 – Adoption of Park and Open Space Rules

Ms. Nguyen presented Resolution No. 2023-02, entitled:

RESOLUTION NO. 2023-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
SUMMERVILLE COMMUNITY DEVELOPMENT DISTRICT,
ENACTING THE DISTRICT PARK AND OPEN SPACE RULES;
AND PROVIDING AN EFFECTIVE DATE.**

Ms. Nguyen advised that the modifications requested by the Board during the November 2, 2022, meeting had been implemented. The Board then conducted a review of the Park and Open Space Rules, after which a discussion took place.

A **motion** was made by Mr. Gonzalez, seconded by Mr. Gordon and unanimously passed approving and adopting Resolution No. 2023-02, *as presented*; thereby adopting the District's Park and Open Space Rules.

NOTE: At approximately 9:24 a.m., Ms. Nguyen closed the Public Hearing and simultaneously reconvened the Regular Meeting.

M. OLD BUSINESS

1. Discussion Regarding FPL Light Pole Outages

Ms. Nguyen stated that following the November 2, 2022, meeting, she submitted a ticket to Florida Power and Light (FPL) to report the light pole outages in the Phase I of the District. Ms. Nguyen further explained that the ticket was closed by FPL on December 16, 2022, but she was subsequently advised by a resident that some of the light poles remained inoperable. In response, Ms. Nguyen submitted a second ticket to FPL on January 13, 2023, to address the ongoing issues. FPL informed Ms. Nguyen that the second ticket would be closed within the next 40 days (by February 22, 2023). Further updates on this matter will be provided, as necessary.

N. NEW BUSINESS

1. Discussion Regarding Summerville Homeowners' Association, Inc. Contribution Payments

Ms. Nguyen reminded the Board that over the years, the District Board and Summerville Homeowner's Association, Inc. (the "Association") had agreed on three maintenance contribution payments from the District to the Association. These payments include:

- Landscape Maintenance – The District will pay \$15,000 per annum, in quarterly payments of \$3,750, as outlined in the Landscape Maintenance Agreement dated March 1, 2020.
- Palm Tree Fertilization – The District will pay for one annual application in the amount of \$2,792.50 per annum, to be paid in quarterly payments of \$698.13.
- FPL Electrical Service for 58 Light Poles – The District will pay \$12,000 per annum, to be paid in quarterly payments of \$3,000.

Ms. Nguyen stated that the palm tree fertilization was to commence when the services were initiated by the Association's contractor, Nicoya Landscaping, and the FPL electrical service contribution was to commence once FPL completes the installation project. She further explained that on November 14, 2021, Ms. Wald prepared the First Amendment to Landscape Maintenance Agreement (the "First Amendment") to include these two additional contribution payments. The First Amendment was provided to the Association at the time for their execution; however, the document was not received

by the District until November 2022. Ms. Nguyen added that at the Association's request, the payment schedule on the First Amendment was changed to commence on December 1, 2022.

Ms. Nguyen stated that the palm tree fertilization was scheduled to commence in the 4th quarter of 2022, which will fall in line with the payment schedule included in the First Amendment. The FPL electrical services commenced in July 2022; therefore, Ms. Nguyen processed a quarterly payment in the amount of \$3,000 for services from July – August. Ms. Nguyen stated that a combined quarterly contribution payment of \$7,448.13 (\$3,750 for landscaping, \$3,000 for FPL electrical services, and \$2,792.50 for palm tree fertilization) commenced in December 2022.

A **motion** was made by Mr. Rosales, seconded by Mr. Gonzalez and unanimously passed ratifying the District Manager's action and approving the payment of \$3,000 for FPL electrical service from July – September of 2022.

It was recommended that the Association formally acknowledge the receipt of the \$3,000 contribution payment during one of their upcoming meetings.

2. Consider Engineering Updated Rates Request (Alvarez Engineers)

Ms. Nguyen presented a letter from Alvarez Engineers, the District Engineer, respectfully requesting the Board's consideration in updating the engineering hourly billing rates for engineering personnel. Ms. Nguyen informed the Board that the existing billing rates have been in effect since 2015 and that the proposed increases amount to approximately 10%. Ms. Nguyen also confirmed that the District's budget includes sufficient funds for the budget line, and that the increase in billing rates will not affect the District's budget. As per Alvarez Engineers, the billing rates will be reviewed again after a period of five (5) years. A discussion ensued, after which:

A **motion** was made Mr. Gonzalez, seconded by Mr. Rosales and unanimously passed, accepting the updated billing rates proposed by Alvarez Engineers.

3. Consider Resolution No. 2023-03 – Adopting a Fiscal Year 2023/2024 Proposed Budget

Ms. Nguyen presented Resolution No. 2023-03, entitled:

RESOLUTION NO. 2023-03

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 2023/2024; AND PROVIDING AN EFFECTIVE DATE.

Ms. Nguyen brought to the attention of the Board that during the fiscal year 2022/2023 proposed budget meeting, the Board considered all expenses of the District to ensure that the District would have adequate funds to cover such expenses in the future, leading to an increase in assessments.

Ms. Nguyen highlight that recent information requires a review and discussion of some budget lines before approval of the fiscal year 2023/2024 proposed budget. Ms. Nguyen stated that the costs of FPL electrical service have exceeded the anticipated amount of \$12,000 per annum as recommended by FPL,

with monthly costs reaching approximately \$1,315. Ms. Nguyen recommended that the Association and the District discuss the possibility of updating the quarterly contribution payments to the Association or compensating the Association with a true-up payment at the end of the fiscal year.

Furthermore, Ms. Nguyen stated that although Ms. Tomas was not present, she contacted Ms. Nguyen prior to today's meeting and requested that the District consider increasing the general landscape maintenance contribution payment to the Association, which is currently \$15,000 per annum. Ms. Nguyen advised that the approval of the fiscal year 2023/2024 proposed budget be deferred until the Landscape Maintenance Agreement between the Association and Nicoya Landscaping has been reviewed and a discussion with the Association's Board of Directors takes place regarding the FPL electrical services.

The Board agreed to defer the matter until the March 1, 2023, meeting. At that meeting, the District Manager will present different budget scenarios based on the review of the Landscape Maintenance Agreement and discussion with the Association's Board of Directors regarding the FPL electrical services.

4. ADD-ON: Consider Adjustment to District Counsel Fee Structure

Ms. Nguyen presented a letter provided to her by Ms. Wald.

Ms. Wald explained that District Counsel's firm, Billing, Cochran, Lyles, Mauro & Ramsey, P.A., has had the current fee structure in place since 2006. Ms. Wald further explained that although the firm was mindful of the necessity to keep increases in the District's expenses, including the cost of legal services, to a minimum, it has become necessary for the firm to adjust their hourly rates, effective October 1, 2023.

Ms. Nguyen confirmed that the District's budget includes sufficient funds for the legal budget line, and that the increase in billing rates will not affect the District's budget.

A **motion** was made Mr. Gonzalez, seconded by Mr. Rosales and unanimously passed accepting the updated billing rates proposed by Billing, Cochran, Lyles, Mauro & Ramsey, P.A..

5. ADD-ON: Supervisor Fees

Ms. Nguyen reminded the Board of the entitlement of each Supervisor to receive compensation for their service at Board meetings, as per Chapter 190.006(8), Florida Statutes. The maximum amount per meeting is \$200, not to exceed \$4,800 per year per Supervisor. Historically, Board Supervisors have declined to receive compensation for attending Board meetings; however, in light of the recent changes to the Board, Ms. Nguyen sought clarification on the preference of the individual Supervisors.

Mr. Gordon expressed his interest in receiving compensation for attending Board meetings. Mr. Gonzalez and Mr. Rosales stated their intention declining compensation. Ms. Nguyen noted that she would provide the necessary documentation to Mr. Gordon in order for him to receive compensation.

O. ADMINISTRATIVE & OPERATIONAL MATTERS

1. Staff Report, as Required

There were no Administrative or Operational Matters to come before the Board.

P. BOARD MEMBER & STAFF CLOSING COMMENTS

Ms. Nguyen stated that the next meeting would be held on March 1, 2023.

Q. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Rosales, seconded by Mr. Gonzalez and unanimously passed adjourning the Regular Board Meeting at approximately 10:01 a.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

Engineering Agreement

THIS AGREEMENT is entered into this ____ day of _____, 20____, by and between the Summerville Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, and Alvarez Engineers, Inc., a Florida corporation and shall remain in effect until terminated under the terms contained herein.

WHEREAS, the Summerville Community Development District ("District"), a special purpose unit of local government established and existing pursuant to Chapter 190, Florida Statutes, solicited for proposals from companies interested in serving as District Engineer to the District in accordance with sections 190.033 and 287.055, Florida Statutes; and

WHEREAS, Alvarez Engineers, Inc., ("Engineer"), a Florida corporation, submitted a proposal to serve as District Engineer and provide engineering services to the District; and

WHEREAS, the District intends to employ Alvarez Engineers, Inc. as District Engineer to perform engineering, surveying planning, landscaping, environmental management and permitting, financial and economic studies, and such other work as defined in separate work authorizations; and

WHEREAS, the District Engineer shall serve as the District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during the performance of these services.

NOW THEREFORE, in consideration of the mutual covenants herein contained and the acts and deeds to be performed by the parties, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed as follows:

ARTICLE 1 SCOPE OF SERVICES

A. The District Engineer will provide general engineering services including:

1. Preparation of any necessary reports and applications.
2. Attendance at meetings of the District's Board of Supervisors.
3. Assistance in meeting with necessary parties to effectuate the issuance of bonds, special reports, feasibility studies and other tasks.
4. Performance of any other duties related to the provision of infrastructure and services as requested by the District's Board of Supervisors.

B. The District Engineer shall prepare, or cause to be prepared, or review construction drawings and specifications for the type of work as authorized by the District's Board of Supervisors. This may also include, but is not limited to, rendering assistance in the drafting of forms, proposal and contracts, issuance of certificates of construction and payment, assisting

and/or supervising the bidding processes, and any other activity required by the District's Board of Supervisors.

C. The Engineer shall, when authorized by the Board, provide general services during the construction phase including, but not limited to:

1. Periodic visits to the site, or full-time construction management services, as directed by the District.
2. Processing of contractors' pay estimates.
3. Final inspection and requested certificates for construction including the final certification of construction.
4. Consultation and advice during construction, including performing all roles and actions required of any construction contract between the District and any contractor(s) in which District Engineer is named as owner's representative or "District Engineer".
5. Any other activity related to construction as authorized by the District's Board of Supervisors.

D. With respect to maintenance of facilities, the District Engineer shall render such services as authorized in writing by the District.

ARTICLE 2 METHOD OF AUTHORIZATION

Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a Work Authorization that shall include the scope of work, compensation, and special provisions or conditions specific to the service or project being authorized. Authorization of services or projects under the contract shall be at the sole option of the District.

ARTICLE 3 COMPENSATION

It is understood and agreed that the payment of compensation for services under this contract shall be stipulated in each Work Authorization. One of the following methods shall be utilized.

- 3.1 Lump Sum Amount: The District and District Engineer shall mutually agree to a lump sum amount for the services to be rendered payable in proportion to the work accomplished.
- 3.2 Hourly Personnel Rates: For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires the use of the hourly compensation rates in Schedule "A" shall remain

in effect. On the anniversary date of this Agreement, the parties may renegotiate the fee schedule.

ARTICLE 4 REIMBURSABLE EXPENSES

Reimbursable expenses consist of actual expenditures made by District Engineer, its employees, or its consultants in the interest of the project for the incidental items listed below:

- 4.1 Expenses of transportation and living when traveling in connection with a project, for long distance calls and facsimiles, expedited delivery fees, and fees paid for securing approval of authorities having jurisdiction over a project. All expenditures shall be made in accordance with Chapter 112, Florida Statutes, and with the District's travel policy.
- 4.2 Expenses incurred in the reproduction, postage and handling of drawings and specifications except those used for in-house purposes.

ARTICLE 5 SPECIAL CONSULTANTS

When a special consultant is retained by District Engineer to assist in the provision of services such additional special services shall be paid for on a costs basis. Such services and fees shall be included in any work authorization.

ARTICLE 6 ACCOUNTING RECORDS

Records of District Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. In addition, District Engineer acknowledges that the provisions of Article 13 of this Agreement may apply to these records.

ARTICLE 7 REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by District Engineer pursuant to this Agreement are instruments of service to be used by the District. They are not intended or represented to be suitable for reuse by others or for extensions of the work for which they were provided or on any other project. Any reuse by the District without specific written consent by District Engineer will be at the District's sole risk.

ARTICLE 8 ESTIMATE OF COST

Since District Engineer has no control over the cost of labor, materials or equipment or over a contractor's methods of determining prices, or over competitive bidding or market

conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a professional familiar with the construction industry, but District Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinion of probable cost prepared by it. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense or may direct that such work be accomplished through the Engineer. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and may justify additional fees.

ARTICLE 9 INDEPENDENT CONTRACTOR

In all matters relating to this Agreement, the District Engineer shall be acting as an independent contractor. Neither the District Engineer nor employees of the District Engineer, if any, are employees of the District under the meaning or application of any federal or state Unemployment or Insurance Laws or Old Age Laws or otherwise. The District Engineer agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The District Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the District Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein.

ARTICLE 10 INSURANCE

District Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
Bodily Injury (incl. contractual)	\$1,000,000/\$2,000,000
Property Damage (incl. contractual)	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	Combined Single Limit \$1,000,000
Bodily Injury	
Property Damage	
Professional Liability for	
Errors and Omissions	\$2,000,000

District Engineer shall provide District with a certificate evidencing compliance with the above terms and naming the District as an additional insured, except on the worker's compensation and professional liability policies. District Engineer shall provide the District with 30 days notice of cancellation of such insurance. At no time shall Engineer be without insurance in the above amounts.

ARTICLE 11 CONTINGENT FEE

The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the District Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the District Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 12 AUDIT

The District Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers and records of the District Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement.

ARTICLE 13 INDEMNIFICATION

The Engineer agrees to indemnify, defend, and hold harmless the District and its officers, District Manager and employees of and from any and all liabilities, claims, causes of action, demands, suits, or losses by any person, corporation or other entity arising from the negligent acts, errors or omissions of the District Engineer or District Engineer's agents or employees, in the performance of professional services under this Agreement. The Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability pursuant to Section 768.28, F.S., or any other statute or law. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

ARTICLE 14 PUBLIC RECORDS

The District Engineer agrees and understands that Chapter 119, F.S., may be applicable to documents prepared in connection with work provided to the District and agrees to operate with public record requests made thereunder. The District Engineer shall allow access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S.

A. Engineer shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and

2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and

3. Ensure that public records that 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 completion of the Agreement if the Engineer does not transfer the records to the District; and

4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Engineer or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Engineer transfers all public records to the District upon completion of the Agreement, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Engineer keeps and maintains public records upon completion of the Agreement, the Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Engineer acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession

of the District but in possession of the Engineer, the Engineer shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Engineer acknowledges that should Engineer fail to provide the public records to the District within a reasonable time, Engineer may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE ENGINEER MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**SPECIAL DISTRICT SERVICES, INC. (SDS)
2501A BURNS ROAD
PALM BEACH GARDENS, FLORIDA 33410
TELEPHONE: (561) 630-4922
EMAIL: NNGUYEN@SDSINC.ORG**

ARTICLE 15 EMPLOYMENT VERIFICATION

The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

ARTICLE 16 CONTROLLING LAW

District Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. The venue/jurisdiction for any legal proceedings brought hereunder shall be brought in the courts in Miami-Dade County, Florida.

ARTICLE 17 WAIVER OF JURY TRIAL

THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS CONTRACT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS CONTRACT OR ANY DOCUMENT OR INSTRUMENT EXECUTED IN CONNECTION WITH THIS CONTRACT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO. THIS PROVISION IS A

MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE SUBJECT AGREEMENT.

ARTICLE 18 ASSIGNMENT

Neither the District nor the District Engineer shall assign, sublet, or transfer their rights, duties, interest or obligations under this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the District Engineer from employing such independent professional associates and consultants, as District Engineer deems appropriate, pursuant to Article 5 herein.

ARTICLE 19 AMENDMENT

Amendment to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

ARTICLE 20 TERMINATION

The District may terminate this Agreement, in whole or in part, for failure of the District Engineer to perform in accordance with the terms of this Agreement or for any reason, at the District's sole discretion, upon thirty (30) days written notice. The District Engineer may terminate this Agreement for cause upon ninety (90) days written notice. At such time as District Engineer receives notification of the intent of the District to terminate the contract, District Engineer shall not perform any further services unless directed to do so by the Board of Supervisors in writing.

ARTICLE 21 NOTICES

Any notice provided by this Agreement to be served in writing upon either of the parties shall be deemed sufficient if delivered to an authorized representative of either of the parties, or if mailed by registered or certified mail, return receipt requested, to the address of the party set forth below or to such other addresses as the parties hereto may designate in writing. Such notice shall be effective from the date the same is deposited in the mails, registered or certified mail, return receipt requested, first class postage prepaid and addressed as follows:

If to District Engineer:

Juan R. Alvarez, P.E.
Alvarez Engineers, Inc.
8935 NW 35 Lane
Suite 101
Doral, Florida 33172

If to District

Nancy Nguyen
Summerville Community Development District
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attention: District Manager

With a Copy to:

Mr. Dennis E. Lyles
Billing, Cochran, Lyles, Mauro & Ramsey
515 E Las Olas Blvd., 6th Floor
Ft. Lauderdale, FL 33301
dlyles@bclmr.com

ARTICLE 22 RECOVERY OF COSTS AND FEES

In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all fees and costs incurred including reasonable attorneys' fees and costs whether incurred prior to, during, or post litigation, appeal, or through alternative dispute resolution.

ARTICLE 23 OBJECTIVE CONSTRUCTION AND ACCEPTANCE

This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the District Engineer in the spaces provided below.

ARTICLE 24 SEVERABILITY

Should any clause, paragraph or other part of this Agreement be held or declared void or illegal, for any reason, by any court having competent jurisdiction, all other clauses, paragraphs or parts of this Agreement shall nevertheless remain in full force and effect.

ARTICLE 25 E-VERIFY

Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. Notwithstanding

the provisions of SECTION 6 herein, if the District has a good faith belief that the Contractor has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. If the District has a good faith belief that a subcontractor of the Contractor performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

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

Summerville Community
Development District

Attest

Chairperson/Vice Chairperson

Witness

District Engineer



Juan R. Alvarez, P.E.



Witness

RAUL ALESSANDRI

Schedule "A"

Alvarez Engineers, Inc.

2023 Hourly Personnel Billing Rates

Principal	\$ 220.00 / Hour
Professional Engineer with 20+ years of post-registration experience	
Senior Engineer	\$ 185.00 / Hour
Professional Engineer with 10+ years of post-registration experience	
Engineer 2	\$ 160.00 / Hour
Professional Engineer with 5+ years of post-registration experience	
Engineer 1	\$ 140.00 / Hour
Professional Engineer with 0+ years of post-registration experience	
Electrical Engineer	\$ 135.00 / Hour
Electrical Engineer with 2+ years of post-graduate experience	
Engineer Intern	\$ 130.00 / Hour
Entry level with engineering degree; Engineering Intern License	
Senior Designer	\$ 110.00 / Hour
15+ years of design experience, non-registered	
CADD/Computer Technician	\$ 100.00 / Hour
Design and Drafting with 1+ year of experience	
Senior Engineering Technician	\$ 95.00 / Hour
5+ years of experience	
Engineering Technician	\$ 90.00 / Hour
Entry level, with 0-4 years of experience	
Senior Administrative	\$ 95.00 / Hour
Degreed executive assistant with 8+ years of experience	
Administrative	\$ 60.00 / Hour
Secretary / Clerical	

*Billing Rates subject to change on the anniversary of this agreement

RESOLUTION NO. 2023-03

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 2023/2024; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (the “Board”) of the Summerville Community Development District (the “District”) is required by Section 190.008(2)(a), *Florida Statutes*, to approve a Proposed Budget for each fiscal year; and,

WHEREAS, the Proposed Budget including the Assessments for Fiscal Year 2023/2024 has been prepared and considered by the Board.

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

Section 1. The Proposed Budget including the Assessments for Fiscal Year 2023/2024 attached hereto as Exhibit “A” is approved and adopted by the Board.

Section 2. A Public Hearing is hereby scheduled for _____ at _____ in the Kendall Executive Center Second Floor Conference Room located at 8785 SW 165th Avenue, Suite 200, Miami, Florida 33193, for the purpose of receiving public comments on the Proposed Fiscal Year 2023/2024 Budget.

PASSED, ADOPTED and EFFECTIVE this 3rd day of May, 2023.

ATTEST:

**SUMMERVILLE
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

Summerville Community Development District

Scenario 1 - No Assessment Increase

**Proposed Budget For
Fiscal Year 2023/2024
October 1, 2023 - September 30, 2024**

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

PROPOSED BUDGET
SUMMERVILLE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2023/2024 BUDGET
REVENUES	
ADMINISTRATIVE ASSESSMENTS	79,887
MAINTENANCE ASSESSMENTS	81,721
DEBT ASSESSMENTS	197,090
OTHER REVENUES	0
INTEREST INCOME	180
TOTAL REVENUES	\$ 358,878
EXPENDITURES	
MAINTENANCE EXPENDITURES	
LAWN MAINTENANCE/IRRIGATION/OPEN TRACTS	9,755
FIELD OPERATIONS MANAGEMENT	720
ENGINEERING/ANNUAL REPORT/INSPECTIONS	2,400
HOA CONTRIBUTION (STREET LIGHTS)	12,000
PRESSURE CLEANING	12,000
SIDEWALKS (MILLING & REPLACEMENT)	15,150
HOA CONTRIBUTION (LANDSCAPE & PALM FERT.)	17,793
MAINTENANCE CONTINGENCY	7,000
TOTAL MAINTENANCE EXPENDITURES	\$ 76,818
ADMINISTRATIVE EXPENDITURES	
SUPERVISOR FEES	5,000
PAYROLL TAXES (EMPLOYER)	383
MANAGEMENT	29,016
SECRETARIAL	4,200
LEGAL	10,000
ASSESSMENT ROLL	7,500
AUDIT FEES	3,900
INSURANCE	6,450
LEGAL ADVERTISING	750
MISCELLANEOUS	800
POSTAGE	250
OFFICE SUPPLIES	400
DUES & SUBSCRIPTIONS	175
TRUSTEE FEES	3,500
CONTINUING DISCLOSURE FEE	350
WEBSITE MANAGEMENT	2,000
ADMINISTRATIVE CONTINGENCY	600
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 75,274
TOTAL EXPENDITURES	\$ 152,092
REVENUES LESS EXPENDITURES	\$ 206,786
BOND PAYMENTS	(185,265)
BALANCE	\$ 21,521
COUNTY APPRAISER & TAX COLLECTOR FEE	(7,173)
DISCOUNTS FOR EARLY PAYMENTS	(14,348)
EXCESS/ (SHORTFALL)	\$ -
CARRYOVER FROM PRIOR YEAR	0
NET EXCESS/ (SHORTFALL)	\$ -

DETAILED PROPOSED BUDGET
SUMMERVILLE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET	COMMENTS
REVENUES				
ADMINISTRATIVE ASSESSMENTS	52,991	78,988	79,887	Expenditures Less Interest & Carryover/.94
MAINTENANCE ASSESSMENTS	51,862	82,785	81,721	Expenditures/.94
DEBT ASSESSMENTS	196,393	197,090	197,090	Bond Payments/.94
OTHER REVENUES	0	0	0	
INTEREST INCOME	16	180	180	Projected At \$15 Per Month
TOTAL REVENUES	\$ 301,262	\$ 359,043	\$ 358,878	
EXPENDITURES				
MAINTENANCE EXPENDITURES				
LAWN MAINTENANCE/IRRIGATION/OPEN TRACTS	18,719	12,548	9,755	\$2,793 Decrease From 2022/2023 Budget
FIELD OPERATIONS MANAGEMENT	720	720	720	No Change From 2022/2023 Budget
ENGINEERING/ANNUAL REPORT/INSPECTIONS	1,125	2,400	2,400	No Change From 2022/2023 Budget
HOA CONTRIBUTION (STREET LIGHTS)	0	12,000	12,000	No Change From 2022/2023 Budget
PRESSURE CLEANING	9,754	12,000	12,000	No Change From 2022/2023 Budget
SIDEWALKS (MILLING & REPLACEMENT)	0	15,150	15,150	No Change From 2022/2023 Budget
HOA CONTRIBUTION (LANDSCAPE & PALM FERT.)	18,000	15,000	17,793	\$2,793 Increase From 2022/2023 Budget
MAINTENANCE CONTINGENCY	15,150	8,000	7,000	Maintenance Contingency
TOTAL MAINTENANCE EXPENDITURES	\$ 63,468	\$ 77,818	\$ 76,818	
ADMINISTRATIVE EXPENDITURES				
SUPERVISOR FEES	0	5,000	5,000	Supervisor Fees
PAYROLL TAXES (EMPLOYER)	0	383	383	Supervisor Fees * 7.65%
MANAGEMENT	27,360	28,176	29,016	CPI Adjustment (Capped At 3%)
SECRETARIAL	4,200	4,200	4,200	No Change From 2022/2023 Budget
LEGAL	9,095	10,000	10,000	No Change From 2022/2023 Budget
ASSESSMENT ROLL	7,500	7,500	7,500	As Per Contract
AUDIT FEES	3,700	3,800	3,900	\$100 Increase From 2022/2023 Budget
INSURANCE	5,706	6,250	6,450	Insurance Estimate
LEGAL ADVERTISING	380	820	750	\$70 Decrease From 2022/2023 Budget
MISCELLANEOUS	757	800	800	No Change From 2022/2023 Budget
POSTAGE	219	250	250	No Change From 2022/2023 Budget
OFFICE SUPPLIES	405	375	400	\$25 Increase From 2022/2023 Budget
DUES & SUBSCRIPTIONS	175	175	175	No Change From 2022/2023 Budget
TRUSTEE FEES	3,500	3,000	3,500	\$500 Increase From 2022/2023 Budget
CONTINUING DISCLOSURE FEE	350	500	350	\$150 Decrease From 2022/2023 Budget
WEBSITE MANAGEMENT	2,000	2,000	2,000	No Change From 2022/2023 Budget
ADMINISTRATIVE CONTINGENCY	0	1,200	600	Administrative Contingency
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 65,347	\$ 74,429	\$ 75,274	
TOTAL EXPENDITURES	\$ 128,815	\$ 152,247	\$ 152,092	
REVENUES LESS EXPENDITURES	\$ 172,447	\$ 206,796	\$ 206,786	
BOND PAYMENTS	(186,968)	(185,265)	(185,265)	2024 P&I Payments Less Interest
BALANCE	\$ (14,521)	\$ 21,531	\$ 21,521	
COUNTY APPRAISER & TAX COLLECTOR FEE	(2,897)	(7,177)	(7,173)	Two Percent Of Total Assessment Roll
DISCOUNTS FOR EARLY PAYMENTS	(11,550)	(14,354)	(14,348)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$ (28,968)	\$ -	\$ -	
CARRYOVER FROM PRIOR YEAR	0	0	0	Carryover From Prior Year
NET EXCESS/ (SHORTFALL)	\$ (28,968)	\$ -	\$ -	

DETAILED PROPOSED DEBT SERVICE FUND BUDGET
SUMMERVILLE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022	FISCAL YEAR 2022/2023	FISCAL YEAR 2023/2024	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	399	25	100	Projected Interest For 2023/2024
NAV Tax Collection	186,968	185,265	185,265	Maximum Debt Service Collection
Total Revenues	\$ 187,367	\$ 185,290	\$ 185,365	
EXPENDITURES				
Principal Payments	109,000	116,000	118,000	Principal Payment Due In 2024
Interest Payments	74,275	69,265	65,755	Interest Payments Due In 2024
Bond Redemption	0	25	1,610	Estimated Excess Debt Collections
Total Expenditures	\$ 183,275	\$ 185,290	\$ 185,365	
Excess/ (Shortfall)	\$ 4,092	\$ -	\$ -	

Series 2020 Bond Refunding Information

Original Par Amount =	\$2,193,000	Annual Principal Payments Due =	May 1st
Interest Rate =	3.0% - 4.00%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	December 2020		
Maturity Date =	May 2036		

Par Amount As Of 1/1/23 = \$1,967,000

Summerville Community Development District Assessment Comparison

	Fiscal Year 2020/2021 Assessment Before Discount*	Fiscal Year 2021/2022 Assessment Before Discount*	Fiscal Year 2022/2023 Assessment Before Discount*	Fiscal Year 2023/2024 Projected Assessment Before Discount*
Administrative	\$ 156.85	\$ 198.02	\$ 295.84	\$ 299.21
Maintenance	\$ 91.33	\$ 194.93	\$ 310.06	\$ 306.08
<u>Debt</u>	<u>\$ 883.10</u>	<u>\$ 738.17</u>	<u>\$ 738.17</u>	<u>\$ 738.17</u>
Total	\$ 1,131.28	\$ 1,131.12	\$ 1,344.07	\$ 1,343.46

* Assessments Include the Following :

4% Discount for Early Payments

1% County Tax Collector Fee

1% County Property Appraiser Fee

Community Information:

Total Units 267

Summerville Community Development District

Scenario 2 - With Assessment Increase

**Proposed Budget For
Fiscal Year 2023/2024
October 1, 2023 - September 30, 2024**

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- IV ASSESSMENT COMPARISON**

PROPOSED BUDGET
SUMMERVILLE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2023/2024 BUDGET
REVENUES	
ADMINISTRATIVE ASSESSMENTS	79,887
MAINTENANCE ASSESSMENTS	103,168
DEBT ASSESSMENTS	197,090
OTHER REVENUES	0
INTEREST INCOME	180
TOTAL REVENUES	\$ 380,325
EXPENDITURES	
MAINTENANCE EXPENDITURES	
LAWN MAINTENANCE/IRRIGATION/OPEN TRACTS	9,755
FIELD OPERATIONS MANAGEMENT	720
ENGINEERING/ANNUAL REPORT/INSPECTIONS	2,400
HOA CONTRIBUTION (STREET LIGHTS)	16,200
PRESSURE CLEANING	12,000
SIDEWALKS (MILLING & REPLACEMENT)	15,150
HOA CONTRIBUTION (LANDSCAPE & PALM FERT.)	33,753
MAINTENANCE CONTINGENCY	7,000
TOTAL MAINTENANCE EXPENDITURES	\$ 96,978
ADMINISTRATIVE EXPENDITURES	
SUPERVISOR FEES	5,000
PAYROLL TAXES (EMPLOYER)	383
MANAGEMENT	29,016
SECRETARIAL	4,200
LEGAL	10,000
ASSESSMENT ROLL	7,500
AUDIT FEES	3,900
INSURANCE	6,450
LEGAL ADVERTISING	750
MISCELLANEOUS	800
POSTAGE	250
OFFICE SUPPLIES	400
DUES & SUBSCRIPTIONS	175
TRUSTEE FEES	3,500
CONTINUING DISCLOSURE FEE	350
WEBSITE MANAGEMENT	2,000
ADMINISTRATIVE CONTINGENCY	600
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 75,274
TOTAL EXPENDITURES	\$ 172,252
REVENUES LESS EXPENDITURES	\$ 208,073
BOND PAYMENTS	(185,265)
BALANCE	\$ 22,808
COUNTY APPRAISER & TAX COLLECTOR FEE	(7,602)
DISCOUNTS FOR EARLY PAYMENTS	(15,206)
EXCESS/ (SHORTFALL)	\$ -
CARRYOVER FROM PRIOR YEAR	0
NET EXCESS/ (SHORTFALL)	\$ -

DETAILED PROPOSED BUDGET
SUMMERVILLE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET	COMMENTS
REVENUES				
ADMINISTRATIVE ASSESSMENTS	52,991	78,988	79,887	Expenditures Less Interest & Carryover/.94
MAINTENANCE ASSESSMENTS	51,862	82,785	103,168	Expenditures/.94
DEBT ASSESSMENTS	196,393	197,090	197,090	Bond Payments/.94
OTHER REVENUES	0	0	0	
INTEREST INCOME	16	180	180	Projected At \$15 Per Month
TOTAL REVENUES	\$ 301,262	\$ 359,043	\$ 380,325	
EXPENDITURES				
MAINTENANCE EXPENDITURES				
LAWN MAINTENANCE/IRRIGATION/OPEN TRACTS	18,719	12,548	9,755	\$2,793 Decrease From 2022/2023 Budget
FIELD OPERATIONS MANAGEMENT	720	720	720	No Change From 2022/2023 Budget
ENGINEERING/ANNUAL REPORT/INSPECTIONS	1,125	2,400	2,400	No Change From 2022/2023 Budget
HOA CONTRIBUTION (STREET LIGHTS)	0	12,000	16,200	12 Months X \$1,350
PRESSURE CLEANING	9,754	12,000	12,000	No Change From 2022/2023 Budget
SIDEWALKS (MILLING & REPLACEMENT)	0	15,150	15,150	No Change From 2022/2023 Budget
HOA CONTRIBUTION (LANDSCAPE & PALM FERT.)	18,000	15,000	33,753	30 Percent Of Landscaping
MAINTENANCE CONTINGENCY	15,150	8,000	7,000	Maintenance Contingency
TOTAL MAINTENANCE EXPENDITURES	\$ 63,468	\$ 77,818	\$ 96,978	
ADMINISTRATIVE EXPENDITURES				
SUPERVISOR FEES	0	5,000	5,000	Supervisor Fees
PAYROLL TAXES (EMPLOYER)	0	383	383	Supervisor Fees * 7.65%
MANAGEMENT	27,360	28,176	29,016	CPI Adjustment (Capped At 3%)
SECRETARIAL	4,200	4,200	4,200	No Change From 2022/2023 Budget
LEGAL	9,095	10,000	10,000	No Change From 2022/2023 Budget
ASSESSMENT ROLL	7,500	7,500	7,500	As Per Contract
AUDIT FEES	3,700	3,800	3,900	\$100 Increase From 2022/2023 Budget
INSURANCE	5,706	6,250	6,450	Insurance Estimate
LEGAL ADVERTISING	380	820	750	\$70 Decrease From 2022/2023 Budget
MISCELLANEOUS	757	800	800	No Change From 2022/2023 Budget
POSTAGE	219	250	250	No Change From 2022/2023 Budget
OFFICE SUPPLIES	405	375	400	\$25 Increase From 2022/2023 Budget
DUES & SUBSCRIPTIONS	175	175	175	No Change From 2022/2023 Budget
TRUSTEE FEES	3,500	3,000	3,500	\$500 Increase From 2022/2023 Budget
CONTINUING DISCLOSURE FEE	350	500	350	\$150 Decrease From 2022/2023 Budget
WEBSITE MANAGEMENT	2,000	2,000	2,000	No Change From 2022/2023 Budget
ADMINISTRATIVE CONTINGENCY	0	1,200	600	Administrative Contingency
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 65,347	\$ 74,429	\$ 75,274	
TOTAL EXPENDITURES	\$ 128,815	\$ 152,247	\$ 172,252	
REVENUES LESS EXPENDITURES	\$ 172,447	\$ 206,796	\$ 208,073	
BOND PAYMENTS	(186,968)	(185,265)	(185,265)	2024 P&I Payments Less Interest
BALANCE	\$ (14,521)	\$ 21,531	\$ 22,808	
COUNTY APPRAISER & TAX COLLECTOR FEE	(2,897)	(7,177)	(7,602)	Two Percent Of Total Assessment Roll
DISCOUNTS FOR EARLY PAYMENTS	(11,550)	(14,354)	(15,206)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$ (28,968)	\$ -	\$ -	
CARRYOVER FROM PRIOR YEAR	0	0	0	Carryover From Prior Year
NET EXCESS/ (SHORTFALL)	\$ (28,968)	\$ -	\$ -	

DETAILED PROPOSED DEBT SERVICE FUND BUDGET
SUMMERVILLE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022	FISCAL YEAR 2022/2023	FISCAL YEAR 2023/2024	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	399	25	100	Projected Interest For 2023/2024
NAV Tax Collection	186,968	185,265	185,265	Maximum Debt Service Collection
Total Revenues	\$ 187,367	\$ 185,290	\$ 185,365	
EXPENDITURES				
Principal Payments	109,000	116,000	118,000	Principal Payment Due In 2024
Interest Payments	74,275	69,265	65,755	Interest Payments Due In 2024
Bond Redemption	0	25	1,610	Estimated Excess Debt Collections
Total Expenditures	\$ 183,275	\$ 185,290	\$ 185,365	
Excess/ (Shortfall)	\$ 4,092	\$ -	\$ -	

Series 2020 Bond Refunding Information

Original Par Amount =	\$2,193,000	Annual Principal Payments Due =	May 1st
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Summerville Community Development District Assessment Comparison

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Administrative	\$ 156.85	\$ 198.02	\$ 295.84	\$ 299.21
Maintenance	\$ 91.33	\$ 194.93	\$ 310.06	\$ 386.40
<u>Debt</u>	<u>\$ 883.10</u>	<u>\$ 738.17</u>	<u>\$ 738.17</u>	<u>\$ 738.17</u>
Total	\$ 1,131.28	\$ 1,131.12	\$ 1,344.07	\$ 1,423.78

* Assessments Include the Following :

4% Discount for Early Payments

1% County Tax Collector Fee

1% County Property Appraiser Fee

Community Information:

Total Units	267
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**Summerville Community Development District
Trip Hazards 04/2023**

