

EVERGREEN

**COMMUNITY DEVELOPMENT
DISTRICT**

**PUBLIC HEARINGS AND
REGULAR MEETING AGENDA**

August 2, 2019

Evergreen Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 334313
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

July 26, 2019

Board of Supervisors
Evergreen Community Development District

ATTENDEES:
Please identify yourself each
time you speak to facilitate
accurate transcription of
meeting minutes.

Dear Board Members:

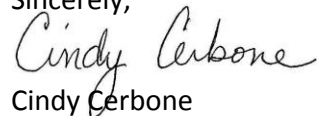
The Board of Supervisors of the Evergreen Community Development District will hold Multiple Public Hearings and a Regular Meeting on August 2, 2019 at 10:00 a.m., at the office of ZNS Engineering, 201 5th Ave., Dr. E, Bradenton, Florida 34208. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Public Hearing on the Adoption of Fiscal Year 2019/2020 Budget
 - A. Affidavit/Proof of Publication
 - B. Consideration of Resolution 2019-36, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2019 and Ending September 30, 2020; Authorizing Budget Amendments; and Providing an Effective Date
4. Public Hearing on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2019/2020
 - A. Affidavit/Proof of Publication
 - B. Mailed Notice(s) to Property Owner(s)
 - C. Consideration of Resolution 2019-37, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2019/2020; Providing for the Collection and Enforcement of Special Assessments; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date
5. Consideration of Agreement By and Between the District and Amazon Landco, LLC, Regarding the Direct Collection of Special Assessments for Fiscal Year 2019-2020
6. Consideration of Resolution 2019-38, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2019/2020 and Providing for an Effective Date

7. Consideration of ZNS Engineering, L.C., Professional Engineering Services Agreement
8. Consideration of Work Authorization for Engineering Services
9. Acceptance of Unaudited Financial Statements as of June 30, 2019
10. Approval of May 3, 2019 Public Hearings and Regular Meeting Minutes
11. Staff Reports
 - A. District Counsel: *Hopping Green & Sams, PA*
 - B. District Engineer: *ZNS Engineering, L.C.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING: September 6, 2019 at 10:00 a.m.
12. Board Members' Comments/Requests
13. Public Comments
14. Adjournment

I look forward to seeing all of you at the upcoming meeting. In the meantime, if you should have any questions or concerns, please do not hesitate to contact me directly at 561-346-5294.

Sincerely,



Cindy Cerbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

CONFERENCE ID: 8518503

EVERGREEN

COMMUNITY DEVELOPMENT DISTRICT

3A

BRADENTON HERALD

Bradenton.com

AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification	PO	Amount	Cols	Depth
711891	0004285580		EN COMMUNITY DEVELOPMENT	\$1,881.67	3	13.00 In

Attention: Daphne Gillyard

EVERGREEN CDD
2300 GLADES RD SUITE 140W
BOCA RATON, FL 33431

THE STATE OF TEXAS

COUNTY OF DALLAS

Before the undersigned authority personally appeared CRYSTAL TRUNICK, who, on oath, says that she is a Legal Advertising Representative of The Bradenton Herald, a daily newspaper published at Bradenton in Manatee County, Florida; that the attached copy of the advertisement, being a Legal Advertisement in the matter of **Public Notice**, was published in said newspaper in the issue(s) of:

2 Insertion(s)

Published On:

July 11, 2019, July 18, 2019

THE STATE OF FLORIDA

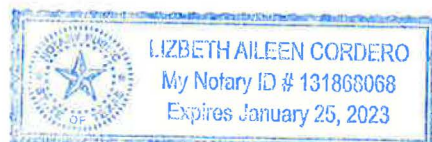
COUNTY OF MANATEE

Affidavit further says that the said publication is a newspaper published at Bradenton, in said Manatee County, Florida, and that the said newspaper has heretofore been continuously published in said Manatee County, Florida, each day and has been entered as second-class mail matter at the post office in Bradenton, in said Manatee County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that 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.


(Signature of Affiant)

Sown to and subscribed before me this
26th day of July in the year of 2019


SEAL & Notary Public



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

EVERGREEN COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2019/2020 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

Upcoming Public Hearings, and Regular Meeting

The Board of Supervisors ("Board") for the Evergreen Community Development District ("District") will hold the following two public hearings and a regular meeting:

DATE: August 2, 2019
TIME: 10:00 a.m.
LOCATION: ZNS Engineering
201 5th Avenue Drive East
Bradenton, Florida 34208

The first public hearing is being held pursuant to Chapter 190, *Florida Statutes*, to receive public comment and objections on the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2019 and ending September 30, 2020 ("Fiscal Year 2019/2020"). The second public hearing is being held pursuant to Chapters 170, 190 and 197, *Florida Statutes*, to consider the imposition of operations and maintenance special assessments ("O&M Assessments") upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2019/2020; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

Description of Assessments

The District imposes O&M Assessments on benefited property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. Pursuant to Section 170.07, *Florida Statutes*, a description of the services to be funded by the O&M Assessments, and the properties to be improved and benefited from the O&M Assessments, are all set forth in the Proposed Budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Land Use	Total # of Units / Acres	EAU Factor	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Residential Unit	417	1	\$235.08
Undeveloped Land	140.468	1	\$697.88

The proposed O&M Assessments as stated include collection costs and/or early payment discounts. which Manatee County ("County") may impose on assessments that are collected on the County tax bill. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for O&M Assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4), *Florida Statutes*, is met.

For Fiscal Year 2019/2020, the District will directly collect the assessments imposed on benefited property by sending out a bill prior to, or during, November 2019. It is important to pay your assessment because failure to pay will cause a tax certificate to be issued against the property which may result in loss of title, or for direct billed assessments, may result in a foreclosure action, which also may result in a loss of title. The District's decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Proposed Budget, proposed assessment roll, and the agenda for the hearings and meeting may be obtained at the offices of the District Manager, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010 ("District Manager's Office"), during normal business hours. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear at the public hearings and meeting, and may also file written objections with the District Manager's Office within twenty days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Cindy Cerhone
District Manager



10-0855827000

EVERGREEN

COMMUNITY DEVELOPMENT DISTRICT

3B

RESOLUTION 2019-36

THE ANNUAL APPROPRIATION RESOLUTION OF THE EVERGREEN COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2019, submitted to the Board of Supervisors ("**Board**") of the Brookstone Community Development District ("**District**") proposed budgets ("**Proposed Budget**") for the fiscal year beginning October 1, 2019 and ending September 30, 2020 ("**Fiscal Year 2019/2020**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District's website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes ("Adopted Budget")*, and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Evergreen Community Development District for the Fiscal Year Ending September 30, 2020."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2019/2020, the sum of \$98,030 to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	<u>\$ 98,030</u>
TOTAL ALL FUNDS	\$ 98,030

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2019/2020 or within 60 days following the end of the Fiscal Year 2019/2020 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.

- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 2ND DAY OF AUGUST, 2019.

ATTEST:

**EVERGREEN COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

Exhibit "A"

**EVERGREEN
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2020
PREPARED JUNE 26, 2019**

**EVERGREEN
COMMUNITY DEVELOPMENT DISTRICT
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**EVERGREEN
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2020**

	Fiscal Year 2019				Proposed
	Amended Budget FY 2019	Actual through 2/28/2019	Projected through 9/30/2019	Total Actual & Projected	Budget FY 2020
REVENUES					
Assessment levy: off-roll	\$ -	\$ -	\$ -	\$ -	\$ 98,030
Landowner contribution	83,908	-	83,908	83,908	-
Total revenues	83,908	-	83,908	83,908	98,030
EXPENDITURES					
Professional & administrative					
Supervisors	6,000	861	5,139	6,000	6,000
Management/accounting/recording	32,000	2,667	29,333	32,000	48,000
Legal	25,000	-	25,000	25,000	20,000
Engineering	5,500	-	5,500	5,500	1,500
Audit	-	-	-	-	5,500
Arbitrage rebate calculation	-	-	-	-	750
Dissemination agent	333	-	333	333	1,000
Trustee	-	-	-	-	5,500
Telephone	200	16	184	200	200
Postage	500	-	500	500	500
Printing & binding	500	42	458	500	500
Legal advertising	6,000	-	6,000	6,000	1,500
Annual special district fee	175	125	50	175	175
Insurance	5,500	-	5,500	5,500	5,500
Contingencies/bank charges	500	-	500	500	500
Website					
Hosting	1,350	-	1,350	1,350	705
ADA compliance	350	199	151	350	200
Total professional & administrative	83,908	3,910	79,998	83,908	98,030
Total expenditures	83,908	3,910	79,998	83,908	98,030
Net increase/(decrease) of fund balance	-	(3,910)	3,910	-	-
Fund balance - beginning (unaudited)	-	-	(3,910)	-	-
Fund balance - ending (projected)	\$ -	\$ (3,910)	\$ -	\$ -	\$ -

**EVERGREEN
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Supervisors	\$ 6,000
Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year.	
Management/accounting/recording	48,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	20,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	1,500
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	5,500
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation	750
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent	1,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
Trustee	5,500
Annual fee for the service provided by trustee, paying agent and registrar.	
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages, etc.	
Legal advertising	1,500
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	5,500
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	500
Bank charges and other miscellaneous expenses incurred during the year.	
Website	
Hosting	705
ADA compliance	200
Total expenditures	<u><u>\$ 98,030</u></u>

**EVERGREEN
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2020 ASSESSMENTS**

		Off-Roll Assessments			
	Units	FY 2020 O&M Assessment per Unit	FY 2020 DS Assessment per Unit	FY 2020 Total Assessment per Unit	FY 2019 Total Assessment per Unit
SF Units	417	\$ 235.08	\$ -	\$ 235.08	n/a
Total	417				

EVERGREEN

COMMUNITY DEVELOPMENT DISTRICT

4A

EVERGREEN

COMMUNITY DEVELOPMENT DISTRICT

4B

Evergreen Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Fax: (561) 571-0013•Toll-Free: (877) 276-0889

THIS IS NOT A BILL – DO NOT PAY

July 3, 2019

VIA FIRST CLASS MAIL

Evergreen Landco, LLC
9794 Timber Circle
Daphne, AL 36527
PARCEL ID: 1418600001, 1538400001, 1528300005, 1538310002, 1538300003

RE: Evergreen Community Development District
Fiscal Year 2019/2020 Budget and O&M Assessments

Dear Property Owner:

Pursuant to Chapters 190, 197, and 170, *Florida Statutes*, the Evergreen Community Development District (“**District**”) will be holding two public hearings and a Board of Supervisors’ (“**Board**”) meeting for the purpose of adopting the District’s proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2019 and ending September 30, 2020 (“**Fiscal Year 2019/2020**”) and levying operations and maintenance assessments (“**O&M Assessments**”) to fund the Proposed Budget for Fiscal Year 2019/2020, on August 2, 2019, at 10:00 a.m., and at ZNS Engineering, 201 5th Avenue Drive East, Bradenton, Florida 34208. The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in **Exhibit A**.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010 (“**District Manager’s Office**”). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager’s Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager’s Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Manager’s Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

If you have any questions, please do not hesitate to contact the District Manager’s Office.

Sincerely,



Cindy Cerbone
District Manager

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

AFFIDAVIT OF MAILING

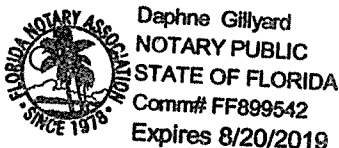
BEFORE ME, the undersigned authority, this day personally appeared Michal Szymonowicz, who by me first being duly sworn and deposited says:

1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein.
2. I, Michal Szymonowicz, am employed by Wrathell, Hunt and Associates, LLC, and, in the course of that employment, serve as Assessment Consultant for the Evergreen Community Development District.
3. Among other things, my duties include preparing and transmitting correspondence relating to the Evergreen Community Development District.
4. I do hereby certify that on July 3rd, 2019, and in the regular course of business, I caused the letter in the form attached hereto as **Exhibit A**, to be sent notifying affected landowner in the Evergreen Community Development District of its rights under Chapters 170, 190 and 197, *Florida Statutes*, with respect to the District's anticipated imposition of operations and maintenance assessments.
5. I have personal knowledge of having sent the letter to the addressee, and those records are kept in the course of the regular business activity for my office.

FURTHER AFFIANT SAYETH NOT.

By: Michał Szymonowicz

SWORN AND SUBSCRIBED before me this 3rd day of July 2019, by Michal Szymonowicz, for Wrathell, Hunt and Associates, LLC, who is [☒] personally known to me or [☐] has provided as identification, and who did / did not ☒ take an oath.



NOTARY PUBLIC

Print Name: Daphne Gillyard
Notary Public, State of Florida
Commission No.: FF899542
My Commission Expires: 8/20/2019

EXHIBIT A: Mailed Notice

EXHIBIT A

10-10-2014
10-10-2014
10-10-2014
10-10-2014
10-10-2014

Evergreen Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Fax: (561) 571-0013•Toll-Free: (877) 276-0889

THIS IS NOT A BILL – DO NOT PAY

July 3, 2019

VIA FIRST CLASS MAIL

Evergreen Landco, LLC
9794 Timber Circle
Daphne, AL 36527
PARCEL ID: 1418600001, 1538400001, 1528300005, 1538310002, 1538300003

RE: Evergreen Community Development District
Fiscal Year 2019/2020 Budget and O&M Assessments

Dear Property Owner:

Pursuant to Chapters 190, 197, and 170, *Florida Statutes*, the Evergreen Community Development District (“**District**”) will be holding two public hearings and a Board of Supervisors’ (“**Board**”) meeting for the purpose of adopting the District’s proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2019 and ending September 30, 2020 (“**Fiscal Year 2019/2020**”) and levying operations and maintenance assessments (“**O&M Assessments**”) to fund the Proposed Budget for Fiscal Year 2019/2020, on August 2, 2019, at 10:00 a.m., and at ZNS Engineering, 201 5th Avenue Drive East, Bradenton, Florida 34208. The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in **Exhibit A**.

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Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Manager’s Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

If you have any questions, please do not hesitate to contact the District Manager’s Office.

Sincerely,



Cindy Cerbone
District Manager

EXHIBIT A
Summary of O&M Assessments

1. **Proposed Budget / Total Revenue.** For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2019/2020, the District expects to collect no more than **\$98,030** in gross revenue.
2. **Unit of Measurement.** The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit (“EAU”) basis for platted lots. Your property is classified as Undeveloped Land.
3. **Schedule of O&M Assessments:**

Land Use	Total # of Units / Acres	EAU Factor	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Residential Unit	417	1	\$235.08
Undeveloped Land	140.468	1	\$697.88

Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met.

4. **Proposed O&M Assessments for Your Property.**

Current Annual O&M Assessment (October 1, 2018 – September 30, 2019)	Proposed Annual O&M Assessment (October 1, 2019 – September 30, 2020)	Change in Annual Dollar Amount
\$0.00 (District operations were funded via a Developer Funding Agreement)	\$98,030.00	\$98,030.00

5. **Collection.** By operation of law, the District’s assessments each year constitute a lien against benefitted property located within the District just as do each year’s property taxes. For Fiscal Year 2019/2020, the District will directly collect the assessments imposed on benefitted property by sending out a bill prior to, or during, November 2019. For delinquent assessments that were initially directly billed by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year’s county tax bill. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN A LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.** The District’s decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

EXHIBIT A
Summary of O&M Assessments

1. **Proposed Budget / Total Revenue.** For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2019/2020, the District expects to collect no more than **\$98,030** in gross revenue.
2. **Unit of Measurement.** The O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit (“EAU”) basis for platted lots. Your property is classified as Undeveloped Land.
3. **Schedule of O&M Assessments:**

Land Use	Total # of Units / Acres	EAU Factor	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Residential Unit	417	1	\$235.08
Undeveloped Land	140.468	1	\$697.88

Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4) is met.

4. **Proposed O&M Assessments for Your Property.**

Current Annual O&M Assessment (October 1, 2018 – September 30, 2019)	Proposed Annual O&M Assessment (October 1, 2019 – September 30, 2020)	Change in Annual Dollar Amount
\$0.00 (District operations were funded via a Developer Funding Agreement)	\$98,030.00	\$98,030.00

5. **Collection.** By operation of law, the District’s assessments each year constitute a lien against benefitted property located within the District just as do each year’s property taxes. For Fiscal Year 2019/2020, the District will directly collect the assessments imposed on benefitted property by sending out a bill prior to, or during, November 2019. For delinquent assessments that were initially directly billed by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year’s county tax bill. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN A LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.** The District’s decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

EVERGREEN

COMMUNITY DEVELOPMENT DISTRICT

4C

RESOLUTION 2019-37

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EVERGREEN COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2019/2020; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Evergreen Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Manatee County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2019 and ending September 30, 2020 ("**Fiscal Year 2019/2020**"), attached hereto as **Exhibit "A"** and incorporated by reference herein; and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2019/2020; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector ("**Uniform Method**"), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the Assessment Roll of the Evergreen Community Development District ("**Assessment Roll**") attached to this Resolution as **Exhibit "B"** and incorporated as a material part of this Resolution by this reference, and to certify the Assessment Roll to the County Tax Collector pursuant to the Uniform Method; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The Board hereby finds and determines that the provision of the services, facilities, and operations as described in **Exhibit "A"** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands, as shown in **Exhibits "A" and "B,"** is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District, and in accordance with **Exhibits "A" and "B."** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION. The collection of the operation and maintenance special assessments and previously levied debt service assessments shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as indicated on **Exhibits "A" and "B."** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit "B,"** is hereby certified to the County Tax Collector and shall be collected by the County

Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 2nd day of August, 2019.

ATTEST:

**EVERGREEN COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget

Exhibit B: Assessment Roll

Exhibit A: Budget

Exhibit B: Assessment Roll

EVERGREEN

COMMUNITY DEVELOPMENT DISTRICT

5

**AGREEMENT BY AND BETWEEN THE BROOKSTONE COMMUNITY DEVELOPMENT DISTRICT
AND AMAZON LANDCO, LLC, REGARDING THE DIRECT COLLECTION OF SPECIAL ASSESSMENTS
FOR FISCAL YEAR 2019-2020**

This **Agreement** is made and entered into as of this ____ day of _____, 2019,
by and between:

Brookstone Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Manatee County, Florida (hereinafter "District"), and

Amazon Landco, LLC, a Florida limited liability company and the owner of a portion of the property located within the boundaries of the District (hereinafter, the "Property Owner"). For purposes of this agreement, Property Owner's property is more particularly described in **Exhibit "A"** attached hereto (the "Property").

Recitals

WHEREAS, the District was established by an ordinance adopted by Manatee County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, pursuant to section 197.3632, *Florida Statutes*, the District intends to utilize the uniform method of levying, collecting and enforcing the special assessments against the Property once platted and collect such special assessments on the Manatee County tax roll for platted lots; and

WHEREAS, the District and Property Owner desire to arrange for the direct collection of the District's special assessments prior to platting of the Property; and

WHEREAS, Property Owner desires to provide for the direct payment of special assessments.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assessment Payment.** Property Owner agrees to pay the special assessments necessary to fund the District's operation and maintenance costs for fiscal year 2019-2020 and

its previously levied debt service assessments attributable to the Property, regardless of whether Property Owner owns the Property at the time of such payment. Nothing herein shall prohibit Property Owner from prorating or otherwise collecting these special assessments from subsequent purchasers of the Property. The District shall send a bill to Property Owner on or about September 15, 2019, indicating the exact amount of the special assessment payment for operation and maintenance for fiscal year 2019-2020 and its previously levied debt service. If Property Owner does not pay such invoice in full prior to December 1, 2019, then to the extent permitted by law, Property Owner may pay the assessments in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2019, 25% due no later than February 1, 2020, and 25% due no later than May 1, 2020. The District's decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

2. **Enforcement.** This Agreement shall serve as an alternative method for collection of the special assessments. This Agreement shall not affect the District's ability to collect and enforce its special assessments by any other method authorized by Florida law. Property Owner acknowledges that the failure to pay the special assessments may result in the initiation of a foreclosure action, or, at the District's sole discretion, delinquent assessments may be certified for collection on a future Manatee County tax bill. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2019-2020, as well as any future installments of special assessments securing debt service – shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the applicable rate of any bonds or other debt instruments secured by the special assessments, or, in the case of operations and maintenance assessments, at the applicable statutory prejudgment interest rate. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate legal proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

3. **Notice.** All notices, payments and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, as follows:

If to Property Owner: Amazon Landco, LLC
9794 Timber Circle,
Daphne, Alabama 36527
Attn: _____

If to the District: Brookstone Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Tucker F. Mackie

4. **Amendment.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

5. **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 instrument.

6. **Assignment.** This Agreement may not be assigned, in whole or in part, by either party except upon the written consent of the other. Any purported assignment without such consent shall be void.

7. **Default.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Property Owner.

8. **Attorneys' 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 attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

9. **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. **Applicable Law.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

11. **Negotiation at Arm's Length.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement 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 each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

12. **Effective Date.** The Agreement shall take effect as of October 1, 2019.

In witness whereof, the parties execute this agreement the day and year first written above.

Attest:

**BROOKSTONE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

By: _____
Its: _____

AMAZON LANDCO, LLC,
a Florida limited liability company

Witness

By: _____
Name: _____
Title: _____

Exhibit A Description of the Property

Exhibit A: Description of the Property

EVERGREEN

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2019-38

**A RESOLUTION OF THE EVERGREEN COMMUNITY DEVELOPMENT
DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR
REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE
DISTRICT FOR FISCAL YEAR 2019/2020 AND PROVIDING FOR AN
EFFECTIVE DATE**

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

WHEREAS, the Board of Supervisors of the District ("Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

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

SECTION 1. ADOPTING REGULAR MEETING SCHEDULE. Regular meetings of the District's Board shall be held during Fiscal Year 2019/2020 as provided on the schedule attached hereto as **Exhibit A**.

SECTION 2. FILING REQUIREMENT. In accordance with Section 189.015(1), *Florida Statutes*, the District's Secretary is hereby directed to file a schedule of the District's regular meetings annually with Manatee County and the Florida Department of Economic Opportunity.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2019.

Attest:

**EVERGREEN COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

EVERGREEN COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2019/2020 MEETING SCHEDULE		
LOCATION		
<i>offices of ZNS Engineering, 201 5th Ave. Dr. E., Bradenton, Florida 34208</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 4, 2019	Regular Meeting	10:00 AM
November 1, 2019	Regular Meeting	10:00 AM
December 6, 2019	Regular Meeting	10:00 AM
January 3, 2020	Regular Meeting	10:00 AM
February 7, 2020	Regular Meeting	10:00 AM
March 6, 2020	Regular Meeting	10:00 AM
April 3, 2020	Regular Meeting	10:00 AM
May 1, 2020	Regular Meeting	10:00 AM
June 5, 2020	Regular Meeting	10:00 AM
July 10, 2020*	Regular Meeting	10:00 AM
August 7, 2020	Public Hearing & Regular Meeting	10:00 AM
September 4, 2020	Regular Meeting	10:00 AM

Exception

** July meeting date is one week later to accommodate Independence Day Holiday*

EVERGREEN

COMMUNITY DEVELOPMENT DISTRICT

7

**AGREEMENT BETWEEN THE EVERGREEN COMMUNITY DEVELOPMENT DISTRICT AND ZNS
ENGINEERING, L.C., FOR PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT made and entered into this ____ day of _____, 2019, by and between:

Evergreen Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the Manatee County, Florida ("District"); and

ZNS Engineering, L.C., a Florida limited liability company, with a mailing address of 201 5th Avenue Drive East, Bradenton, Florida 34208 ("Engineer").

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("Uniform Act"), by ordinance of Manatee County, Florida; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited statements of qualification from qualified firms to provide professional engineering services on a continuing basis; and

WHEREAS, Engineer submitted a statement of qualification to serve in this capacity; and

WHEREAS, the District's Board of Supervisors ranked Engineer as the most qualified firm to provide professional engineering services for the District on a continuing basis and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Engineer to perform engineering, surveying, planning, landscaping, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

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

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

Article 1. Scope of Services

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

1. Preparation of any necessary reports and attendance at meetings of the District's Board of Supervisors.
 2. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring of District projects. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
 3. Any other items requested by the Board of Supervisors.
- B. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects pursuant to this Agreement including, but not limited to:
1. Periodic visits to the site, or full-time construction management of District projects, as directed by District.
 2. Processing of contractor's pay estimates.
 3. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
 4. Final inspection and requested certificates for construction including the final certificate of construction.
 5. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer" as related to the Project or Work Authorization pursuant to this Agreement.
 6. Any other activity related to construction for this Project or Work Authorization as authorized by the Board.
- C. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

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 which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized and shall be in a form similar to

the form set for in **Exhibit A** hereto (the "Work Authorization"). 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 Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

A. Lump Sum Amount - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.

B. 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 to use the hourly compensation rates outlined in **Schedule B** attached hereto. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific work authorization.

Article 4. Reimbursable Expenses. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.

B. Expense of reproduction, postage and handling of drawings and specifications.

Article 5. Term of Contract. It is understood and agreed that this Agreement is for engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant to Article 21.

Article 6. Special Consultants. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

Article 7. Books and Records. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

Article 8. Ownership of Documents.

A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (the "Work Product") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

B. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not upon payment of all outstanding balances due Engineer for Work Product. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the Project. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.

C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

Article 9. Accounting Records. Records of 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.

Article 10. Independent Contractor. Engineer and District agree that Engineer is and shall remain at all times an independent contractor and shall not in any way claim or be considered an employee of District. Engineer shall not have authority to hire persons as employees of District.

Article 11. Reuse of Documents. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with section 287.055(10), *Florida Statutes*.

Article 12. Estimate of Cost. Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's(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 design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

Article 13. Insurance. 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 (including Contractual)	\$500,000/\$1,000,000
Property Damage (including Contractual)	\$500,000/\$1,000,000
Automobile Liability	
Bodily Injury	\$500,000/\$1,000,000
Property Damage	\$100,000

Professional Liability for
Errors and Omissions

\$1,000,000

Engineer shall provide District with a certificate evidencing compliance with the above terms and naming the District and its supervisors, employees, agents and staff as additional insureds. Engineer shall provide the District with thirty (30) days notice of cancellation. At no time shall Engineer be without insurance in the above amounts.

Article 14. 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 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 Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 15. Audit. The 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 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 16. Indemnification. The Engineer agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless the District, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Agreement, the indemnification limits shall be the limit of the insurance amounts set forth in the Agreement, which amounts Engineer agrees are reasonable and enforceable. Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*.

The District agrees, to the extent permitted by Section 768.28, *Florida Statutes*, and other applicable law, to indemnify and hold the Engineer harmless from any damage, liability or cost to the extent caused by the District's own negligent acts, errors or omissions and those of the District's agents or employees arising from the obligations and duties of the District under this Agreement.

Article 17. Public Records. Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Engineer acknowledges that the designated public records custodian for the District is **Craig Wrathell** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, WRATHELLC@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

Article 18. 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 19. Controlling Law; Jurisdiction and Venue. Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Jurisdiction and venue for any proceeding with respect to this Agreement shall be in Manatee County, Florida.

Article 20. Assignment. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to Article 6 herein.

Article 21. Termination. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential or other damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

Article 22. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, transmitted by electronic mail (e-mail) and mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District: Evergreen Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Post Office Box 6526
Tallahassee, Florida 32314
Attn: Tucker F. Mackie

If to Engineer: ZNS Engineering, L.C.
201 5th Avenue Drive East
Bradenton, Florida 34208
Attn: Nathan Kragt, P.E.

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

Article 23. 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 costs incurred, including reasonable attorneys' fees.

Article 24. Compliance with Professional Standards. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees or anyone directly or indirectly employed by Engineer, shall maintain the highest standard of care, skill, diligence and professional competency for such work and/or services. Any designs, drawings, reports or specifications prepared or furnished by the Engineer that contain errors, conflicts or omissions will be promptly corrected by Engineer at no cost to the District.

Article 25. Acceptance. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

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

**EVERGREEN COMMUNITY DEVELOPMENT
DISTRICT**

Secretary

Chair/Vice Chair, Board of Supervisors

ZNS ENGINEERING, L.C.

Witness

By: _____

Exhibit A - Form of Work Authorization
Schedule B - Rate Schedule

Exhibit A: Work Authorization

_____, 2019

Evergreen Community Development District
Manatee County, Florida

Subject: **Work Authorization Number ____**
Evergreen Community Development District

Dear Chairman, Board of Supervisors:

ZNS Engineering, L.C., is pleased to submit this work authorization to provide engineering services for the Evergreen Community Development District. We will provide these services pursuant to our current agreement dated _____, 2019 ("Engineering Agreement") as follows:

I. Scope of Work

Evergreen Community Development District will engage the services of ZNS Engineering, L.C., as Engineer to perform those services [INSERT SERVICES TO BE PROVIDED].

II. Fees

Evergreen Community Development District will compensate ZNS Engineering, L.C., pursuant to the hourly rate schedule contained in the Engineering Agreement. The District will reimburse ZNS Engineering, L.C., all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the Evergreen Community Development District and ZNS Engineering, L.C., with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering ZNS Engineering, L.C. We look forward to helping you create a quality project.

Sincerely,

APPROVED AND ACCEPTED

By: _____
Authorized Representative of
Evergreen Community
Development District

Date: _____

SCHEDULE "B"

EVERGREEN

COMMUNITY DEVELOPMENT DISTRICT

8

EVERGREEN

COMMUNITY DEVELOPMENT DISTRICT

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**EVERGREEN
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JUNE 30, 2019**

**EVERGREEN
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2019**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Investments				
Reserve	\$ -	\$ 577,829	\$ -	\$ 577,829
Capitalized interest	-	206,870	-	206,870
Construction	-	-	3,716,622	3,716,622
Cost of issuance	-	51,140	-	51,140
Due from Landowner	41,228	-	2,194	43,422
Total assets	<u>\$ 41,228</u>	<u>\$ 835,839</u>	<u>\$ 3,718,816</u>	<u>\$ 4,595,883</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 32,068	\$ -	\$ 2,194	\$ 34,262
Due to Landowner	-	-	2,194	2,194
Accrued wages payable	3,660	-	-	3,660
Landowner advance	5,500	-	-	5,500
Total liabilities	<u>41,228</u>	<u>-</u>	<u>4,388</u>	<u>45,616</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	35,728	-	-	35,728
Total deferred inflows of resources	<u>35,728</u>	<u>-</u>	<u>-</u>	<u>35,728</u>
Fund balances:				
Restricted for				
Debt service	-	835,839	-	835,839
Capital projects	-	-	3,714,428	3,714,428
Unassigned	(35,728)	-	-	(35,728)
Total fund balances	<u>(35,728)</u>	<u>835,839</u>	<u>3,714,428</u>	<u>4,514,539</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 41,228</u>	<u>\$ 835,839</u>	<u>\$ 3,718,816</u>	<u>\$ 4,595,883</u>

**EVERGREEN
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JUNE 30, 2019**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ -	\$ -	\$ 83,908	0%
Total revenues	-	-	83,908	0%
EXPENDITURES				
Professional & administrative				
Supervisors	-	3,660	6,000	61%
Management/accounting/recording	4,000	20,000	32,000	63%
Legal	-	4,874	25,000	19%
Engineering	-	-	5,500	0%
Dissemination agent	-	-	333	0%
Telephone	25	125	200	63%
Postage	-	88	500	18%
Printing & binding	63	313	500	63%
Legal advertising	-	4,613	6,000	77%
Annual special district fee	-	125	175	71%
Insurance - GL, POL	-	-	5,500	0%
Contingencies/bank charges	-	51	500	10%
Website				
Hosting & development	-	1,680	1,350	124%
ADA compliance	-	199	350	57%
Total professional & administrative	4,088	35,728	83,908	43%
Excess/(deficiency) of revenues over/(under) expenditures	(4,088)	(35,728)	-	
Fund balances - beginning	(31,640)	-	-	
Fund balances - ending	\$ (35,728)	\$ (35,728)	\$ -	

**EVERGREEN
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2019
FOR THE PERIOD ENDED JUNE 30, 2019**

	Current Month	Year To Date
REVENUES		
Interest	\$ 1,055	\$ 1,055
Total revenues	<u>1,055</u>	<u>1,055</u>
EXPENDITURES	-	-
Debt service		
Cost of issuance	-	140,890
Underwriter's discount	-	176,300
Total debt service	<u>-</u>	<u>317,190</u>
Total expenditures	<u>-</u>	<u>317,190</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 1,055	 (316,135)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	1,151,974
Total other financing sources	<u>-</u>	<u>1,151,974</u>
 Net change in fund balances	 1,055	 835,839
Fund balances - beginning	834,784	-
Fund balances - ending	<u><u>\$ 835,839</u></u>	<u><u>\$ 835,839</u></u>

**EVERGREEN
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2019
FOR THE PERIOD ENDED JUNE 30, 2019**

	Current Month	Year To Date
REVENUES		
Interest	\$ 5,996	\$ 5,996
Total revenues	<u>5,996</u>	<u>5,996</u>
EXPENDITURES		
Capital outlay	<u>-</u>	<u>3,954,594</u>
Total expenditures	<u>-</u>	<u>3,954,594</u>
Excess/(deficiency) of revenues over/(under) expenditures	5,996	(3,948,598)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	<u>-</u>	<u>7,663,026</u>
Total other financing sources/(uses)	<u>-</u>	<u>7,663,026</u>
Net change in fund balances	5,996	3,714,428
Fund balances - beginning	3,708,432	-
Fund balances - ending	<u><u>\$ 3,714,428</u></u>	<u><u>\$ 3,714,428</u></u>

EVERGREEN

COMMUNITY DEVELOPMENT DISTRICT

10

DRAFT
MINUTES OF MEETING
EVERGREEN
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Evergreen Community Development District held Multiple Public Hearings and a Regular Meeting on May 3, 2019, at 10:00 a.m., at the office of ZNS Engineering, 201 5th Ave., Dr. E, Bradenton, Florida 34208.

Present at the meeting were:

Rhett Johnson	Vice Chair
Clifton Fischer (via telephone)	Assistant Secretary
Paul Cheeks	Assistant Secretary
Charles Conoley	Assistant Secretary

Also present were:

Craig Wrathell	District Manager
Cindy Cerbone	Wrathell, Hunt and Associates, LLC
Lisa Dao	Wrathell, Hunt and Associates, LLC
Tucker Mackie	District Counsel
Jeb Mulock	District Engineer
Amanda Kumar	U.S. Bank
Mike Williams	Bond Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Wrathell called the meeting to order at 10:05 a.m. Supervisors Johnson, Conoley, and Cheeks were present, in person. Supervisor Fischer was attending via telephone. Supervisor Basnight was not present.

SECOND ORDER OF BUSINESS

Public Comments

There being no public comments, the next item followed.

THIRD ORDER OF BUSINESS

**Public Hearing to Hear Comments and
Objections on the Adoption of the
District's Final Budget for Fiscal Year
2018/2019, Pursuant to Florida Law**

A. Affidavit/Proof of Publication

The proof of publication was included for informational purposes.

B. Consideration of Resolution 2019-32, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2018 and Ending September 30, 2019; Authorizing Budget Amendments; and Providing an Effective Date

Mr. Wrathell stated that the proposed Fiscal Year 2018/2019 budget was identical to the one presented at the Organizational meeting.

On MOTION by Mr. Conoley and seconded by Mr. Cheeks, with all in favor, the Public Hearing was opened.

No members of the public spoke.

On MOTION by Mr. Conoley and seconded by Mr. Johnson, with all in favor, the Public Hearing was closed.

Mr. Wrathell presented Resolution 2019-32.

On MOTION by Mr. Conoley and seconded by Mr. Cheeks, with all in favor, Resolution 2019-32, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2018 and Ending September 30, 2019; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS

Public Hearing to Hear Public Comments and Objections on the Adoption of the Rules of Procedure, Pursuant to Sections 120.54 and 190.035, Florida Statutes

A. Affidavits of Publication

The affidavit of publication was included for informational purposes.

- **Notice of Rule Development**
- **Notice of Rule Making**

B. Consideration of Resolution 2019-33, Adopting the Rules of Procedure; Providing a Severability Clause; and Providing an Effective Date

On MOTION by Mr. Conoley and seconded by Mr. Johnson, with all in favor, the Public Hearing was opened.

No members of the public spoke.

On MOTION by Mr. Conoley and seconded by Mr. Cheeks, with all in favor, the Public Hearing was closed.

Mr. Wrathell presented Resolution 2019-33.

On MOTION by Mr. Conoley and seconded by Mr. Johnson, with all in favor, Resolution 2019-33, Adopting the Rules of Procedure; Providing a Severability Clause; and Providing an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Public Hearing Confirming the Intent of the District to Use the Uniform Method of Levy, Collection and Enforcement of Non-Ad Valorem Assessments as Authorized and Permitted by Section 197.3632, Florida Statutes; Expressing the Need for the Levy of Non-Ad Valorem Assessments and Setting Forth the Legal Description of the Real Property Within the District's Jurisdictional Boundaries that May or Shall Be Subject to the Levy of District Non-Ad Valorem Assessments; Providing for Severability; Providing for Conflict and Providing for an Effective Date

A. Affidavits of Publication

The proof of publication was included for informational purposes.

B. Consideration of Resolution 2019-34, Expressing its Intent to Utilize the Uniform Method of Levying, Collecting, and Enforcing Non Ad Valorem Assessments Which May Be Levied By the Evergreen Community Development District in Accordance with Section 197.3632, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date

On MOTION by Mr. Conoley and seconded by Mr. Cheeks, with all in favor, the Public Hearing was opened.

No members of the public spoke.

On MOTION by Mr. Conoley and seconded by Mr. Johnson, with all in favor, the Public Hearing was closed.

Mr. Wrathell presented Resolution 2019-34. This Resolution enables the assessments to be placed on the tax bill, utilizing the County Property Appraiser and Tax Collector.

On MOTION by Mr. Conoley and seconded by Mr. Johnson, with all in favor, Resolution 2019-34, Expressing its Intent to Utilize the Uniform Method of Levying, Collecting, and Enforcing Non Ad Valorem Assessments Which May Be Levied By the Evergreen Community Development District in Accordance with Section 197.3632, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Consideration of Matters Pertaining to Issuance of Special Assessment Revenue Bonds, Series 2019

A. Presentation of Supplemental Engineers Report

The Supplemental Engineer's Report was included for informational purposes. Mr. Wrathell stated that the Board approved the Report in February, 2019. Exhibit "C" outlined the Capital Improvement Plan (CIP) total costs of \$14.73 million.

Ms. Mackie stated the Report was utilized in marketing the bonds and included in the preliminary offering document. The action today, relative to the bonds, would be to approve assessments tied to the actual terms of the bond issuance, as negotiated with the purchaser. The differences between the CIP figure and the bond figures, which was less than the total amount of the project's costs, would be explained during the presentation of the Methodology Report. The Completion Agreement that explains the differences, would be presented later.

B. Presentation of Final Supplemental Special Assessment Methodology Report

Mr. Wrathell stated the Master Assessment Methodology Report, approved at the first meeting, assumed the District would finance 100% of the improvements, set the ceiling for the max par amount of bonds, per unit, and the max annual debt assessment.

Mr. Wrathell presented the Final Supplemental Special Assessment Methodology Report. He reviewed Tables 2 through 6, on Pages 12 through 14; the requested changes to Table 6, the Assessment Apportionment, were made to show assessments equal amongst all the product types, which the Developer and DR Horton agreed upon during discussions. Infrastructure donations funded by the Developer would be obtained through the Completion Agreement. Six month capitalized interest costs were allotted from the bond proceeds to make the first debt service interest payment; remaining payments would be assessed to the property owner and would most likely be off-roll assessments to the Developer, as noted in Exhibit A, until lots are platted and sold, and then those assessments would be placed on the tax bill.

C. Consideration of Resolution 2019-35, Approving the Engineer's Report and Supplemental Assessment Report; Setting Forth the Terms of the Series 2019 Bonds; Confirming the Maximum Assessment Lien Securing the Series 2019 Bonds; Levying and Allocating Assessments Securing Series 2019 Bonds; Addressing Collection of the Same; Providing for the Application of True-Up Payments; Providing for a Supplement to the Improvement Lien Book; Providing for the Recording of a Notice of Special Assessments; and Providing for Conflicts, Severability, and an Effective Date

Ms. Mackie presented Resolution 2019-35 and read the title. This Resolution levies the actual assessments that will be the debt service on the bonds and formally approves the Engineer's Report and Supplemental Assessment Report.

On MOTION by Mr. Conoley and seconded by Mr. Cheeks, with all in favor Resolution 2019-35, Approving the Engineer's Report and Supplemental Assessment Report; Setting Forth the Terms of the Series 2019 Bonds; Confirming the Maximum Assessment Lien Securing the Series 2019 Bonds; Levying and Allocating Assessments Securing Series 2019 Bonds; Addressing Collection of the Same; Providing for the Application of True-Up Payments; Providing for a Supplement to the Improvement Lien Book; Providing for the Recording of a Notice of Special Assessments; and Providing for Conflicts, Severability, and an Effective Date, was adopted.

**D. Consideration of Agreement By and Between the District and Evergreen Landco, LLC,
Regarding the Completion of Certain Improvements Relating to the Series 2019 Project**

Ms. Mackie presented the Completion Agreement. This Agreement obligates the Developer to complete the remainder of the infrastructure improvements not funded by the bond proceeds. In response to a question, Ms. Mackie stated minor updates to the initial terms would be incorporated into the executed version of this Agreement; however, no substantive changes would be made.

On MOTION by Mr. Conoley and seconded by Mr. Johnson, with all in favor, the Agreement By and Between the District and Evergreen Landco, LLC, Regarding the Completion of Certain Improvements Relating to the Series 2019 Project, as described, subject to Counsel's revisions to the executed version, was approved.

**E. Consideration of Agreement Between the District and Evergreen Landco, LLC,
Regarding the True-Up and Payment of Series 2019 Assessments**

Ms. Mackie stated this Agreement obligates the Developer to make a true-up payment if less than the identified number of units needed to support the 2019 bonds are developed. This would be recorded in the public records.

On MOTION by Mr. Conoley and seconded by Mr. Cheeks, with all in favor, the Agreement Between the District and Evergreen Landco, LLC, Regarding the True-Up and Payment of Series 2019 Assessments, was approved.

**F. Consideration of Agreement By and Between the District and Evergreen Landco, LLC,
Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property**

Ms. Mackie stated this Agreement sets forth the process by which the District will acquire and accept improvements from the Developer. It was anticipated that the District would acquire completed infrastructure.

On MOTION by Mr. Conoley and seconded by Mr. Johnson, with all in favor, the Agreement By and Between the District and Evergreen Landco, LLC, Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property, was approved.

G. Consideration of Collateral Assignment and Assumption of Development and Contract Rights

Ms. Mackie stated this Agreement protects the District and the bondholders in the event of a default in the payment of the Series 2019 assessments. The District is required to pursue its remedial rights under the Indenture and Assessment process, via a foreclosure. The District is also required to ensure they have the development rights associated with that property in order to turn around a functional development on the back end.

On MOTION by Mr. Conoley and seconded by Mr. Cheeks, with all in favor, the Collateral Assignment and Assumption of Development and Contract Rights, was approved.

H. Consideration of Miscellaneous Matters Pertaining to Issuance

Ms. Mackie presented the Notice of Series 2019 Assessments and Exhibit C; no action was required today. Upon closing, this document would be executed and recorded. Exhibit C, the Policies and Procedures for Monitoring Post-Issuance Compliance with the Requirements of the Internal Revenue Code, is an exhibit to the tax certificate that the District would execute in connection with the closing.

On MOTION by Mr. Conoley and seconded by Mr. Johnson, with all in favor, the, Policies and Procedures for Monitoring Post-Issuance Compliance with the Requirements of the Internal Revenue Code, as presented, was approved.

Ms. Mackie stated the Policies are directed towards District Staff to monitor, on a day-to-day basis, and not required of the Board.

SEVENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of March 31, 2019

Mr. Wrathell presented the Unaudited Financial Statements as of March 31, 2019.

On MOTION by Mr. Conoley and seconded by Mr. Cheeks, with all in favor, the Unaudited Financial Statements as of March 31, 2019, were accepted.

EIGHTH ORDER OF BUSINESS

Approval of April 5, 2019 Regular Meeting Minutes

Mr. Wrathell presented the April 5, 2019 Regular Meeting Minutes.

On MOTION by Mr. Cheeks and seconded by Mr. Johnson, with all in favor, the April 5, 2019 Regular Meeting Minutes, as presented, were approved.

NINTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: *Hopping Green & Sams, P.A.*

There being no report, the next item followed.

B. District Engineer: *ZNS Engineering, L.C.*

There being no report, the next item followed.

C. District Manager: *Wrathell, Hunt and Associates, LLC*

i. 0 Registered Voters in District as of April 15, 2019

This information was provided for informational purposes.

ii. NEXT MEETING: June 7, 2019 at 10:00 a.m.

The next meeting will be held on June 7, 2019 at 10:00 a.m., but might be cancelled.

TENTH ORDER OF BUSINESS

Board Members' Comments/Requests

There being no Board Members' comments or requests, the next item followed.

ELEVENTH ORDER OF BUSINESS

Public Comments

There being no public comments, the next item followed.

TWELFTH ORDER OF BUSINESS

Adjournment

There being nothing further to discuss, the meeting adjourned.

On MOTION by Mr. Conoley and seconded by Mr. Johnson, with all in favor, the meeting adjourned at 10:32 a.m.

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301
302
303
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Secretary/Assistant Secretary

Chair/Vice Chair

EVERGREEN

COMMUNITY DEVELOPMENT DISTRICT

11C

**EVERGREEN COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF FISCAL YEAR 2019 MEETINGS**

The Board of Supervisors ("Board") of the Evergreen Community Development District ("District") will hold meetings for Fiscal Year 2019 at 10:00 a.m., at the office of ZNS Engineering, 201 5th Ave., Dr. E, Bradenton, Florida 34208, as follows:

March 8, 2019

April 5, 2019

May 3, 2019

June 7, 2019 (*canceled*)

July 5, 2019 (*canceled*)

August 2, 2019

September 6, 2019

The meetings are open to the public and will be conducted in accordance with the provisions of Florida law. The meetings may be continued to a date, time, and place to be specified on the record at the meetings. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at the meetings because of a disability or physical impairment should contact the District Office at (877) 276-0889 at least forty-eight (48) hours prior to the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 800-955-8770, for aid in contacting the District Office.

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

**District Manager
Evergreen CDD**