

EVERGREEN

COMMUNITY DEVELOPMENT DISTRICT

October 2, 2020

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

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

September 25, 2020

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

Board of Supervisors
Evergreen Community Development District

Dear Board Members:

The Board of Supervisors of the Evergreen Community Development District will hold a Regular Meeting on October 2, 2020 at 10:00 a.m., at ZNS Engineering, 201 5th Avenue Dr. E., Bradenton, Florida 34208. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of SFTEN, LLC Special Warranty Deed for Phase 1, Bella Lago
4. Consideration of SFTEN, LLC Access and Maintenance Easement Agreement for Phase 2
5. Ratification of Bill of Sale, Evergreen Phase 1
6. Acceptance of Unaudited Financial Statements as of August 31, 2020
7. Approval of August 7, 2020 Public Hearing and Regular Meeting Minutes
8. Staff Reports
 - A. District Counsel: *Hopping Green & Sams, PA*
 - B. District Engineer: *ZNS Engineering, L.C.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

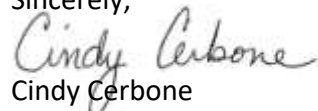
- NEXT MEETING DATE: November 6, 2020 at 10:00 a.m.
- QUORUM CHECK

Ryan Zook	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
John Snyder	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
Hal Lutz	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
Anne Mize	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
Greg Mundell	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No

9. Board Members' Comments/Requests
10. Public Comments
11. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at 561-346-5294 or cerbonec@whhassociates.com.

Sincerely,



Cindy Cerbone
District Manager

TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
CONFERENCE ID: 8518503

EVERGREEN

COMMUNITY DEVELOPMENT DISTRICT

3

This Instrument Prepared By:

Tucker F. Mackie, Esq.
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

Property Appraisers Parcel I.D. Nos.:

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, dated ___ day of _____, 2020, is by and from **SFTEN, LLC**, a Delaware limited liability company, whose address is 12602 Telecom Drive, Tampa, Florida 33637 (hereinafter called the "Grantor"), and the **EVERGREEN COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter called the "Grantee").

(Whenever used herein the terms "Grantor and Grantee" shall include all of the parties of this instrument and their heirs, legal representatives, successors and assigns.)

WITNESSETH:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in the County of Manatee, State of Florida, being more particularly described on **Exhibit A** attached hereto and made a part hereof (the "Property").

TOGETHER WITH all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, to have and to hold the same in fee simple forever.

The Grantor hereby covenants with Grantee, except as set forth herein, that at the time of the delivery of this deed, the Property was free from all encumbrances made by it, and that it will warrant and defend the title to the Property against the lawful claims of all persons claiming, by through or under the Grantor, but against none other; provided that this conveyance is made subject to covenants, restrictions and easements of record; however, such references shall not serve to reimpose the same.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered

SFTEN, LLC, a Delaware limited liability company by D.R. Horton, Inc., a Delaware corporation, its sole member

Zamir Ode
Print Name: Zamir Ode

John E. Snyder
By: John E. Snyder
Its: Vice President

Brian J. Panico
Print Name: Brian J. Panico

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or ~~online notarization~~ this 22nd day of September, 2020, by John E. Snyder, as Vice President of D.R. Horton, Inc., a Delaware corporation as the sole member of SFTEN, LLC, a Delaware limited liability company who [X] is personally known to me or has produced _____ as identification.

Michelle M. Guerrier
Notary Public



Exhibit A

Description of the Property

TRACTS 500, 501, 502, 503, AND 504, EVERGREEN PHASE I, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 68, PAGES 27 THROUGH 52 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

EVERGREEN

COMMUNITY DEVELOPMENT DISTRICT

4

Prepared By and Return To:
Tucker F. Mackie, Esquire
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

ACCESS AND MAINTENANCE EASEMENT AGREEMENT

THIS ACCESS AND MAINTENANCE EASEMENT AGREEMENT (“Agreement”) is made this ____ day of _____, 2020 by **EVERGREEN COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”), and **SFTEN, LLC**, a Delaware limited liability company, whose address is 12602 Telecom Drive, Tampa, Florida 33637 (“**SFTEN**”) (**District** and **SFTEN** are sometimes together referred to herein as the “**Parties**,” and separately as the “**Party**”).

WITNESSETH:

WHEREAS, **District** was established pursuant to Chapter 190, *Florida Statutes*, as amended (the “**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the **Act** authorizes **District** to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain certain systems, facilities, and basic infrastructure and other infrastructure improvements within or without the boundaries of **District**; and

WHEREAS, **SFTEN** is the owner in fee simple of certain real property located in Manatee County, Florida, lying within the boundaries of **District** including certain parcels of land more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference; and

WHEREAS, the lands described in **Exhibit A** are referred to herein as the “**Easement Area**,” and are comprised of certain stormwater management facilities; and

WHEREAS, for the benefit of landowners within the boundaries of the **District**, the **District** has adopted an improvement plan that includes having **District** maintain certain stormwater management facilities within **District**; and

WHEREAS, **SFTEN** has requested that **District** agree to undertake the operation and maintenance responsibilities for the stormwater management facilities within the **Easement Area**, and **District** is agreeable to undertaking such responsibilities provided that **SFTEN** grant to **District** an easement over the **Easement Area** in order to allow **District** to access and conduct maintenance within the **Easement Area** as part of **District**’s overall improvement plan including the stormwater management facilities (the “**Improvements**”);

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement.

2. **Grant of Perpetual Easement.** SFTEN hereby grants to District, and its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives, a non-exclusive maintenance easement over, upon, under, through, and across the Easement Area for the purpose of vehicular and pedestrian ingress, egress, and access to and for the construction, installation, operation, use, powering, maintenance, replacement and repair of the Improvements ("**Easement**"). District is hereby authorized to modify structures and improvements within the stormwater management facilities or within the Easement Area provided that such modifications are consistent with any applicable permit or agreement. District shall use all due care to protect the Easement Area and adjoining property from damage resulting from District's use of the Easement Area.

3. **Damage.** Except as otherwise stated herein, in the event that District, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the Easement Area or to adjacent property or improvements in the exercise of the easement rights granted herein, District, at District's sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind.

4. **Indemnity.** SFTEN agrees to indemnify and hold harmless District, and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "**Indemnitees**"), from any and all liability, loss, damage, or harm of any kind, whether monetary or otherwise, including but not limited to reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees which relate in any way to SFTEN's use of the Easement Area.

5. **Liens.** District shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area or other SFTEN property in connection with the exercise of its rights hereunder.

6. **Exercise of Rights.** The rights and Easement created by this Agreement are subject to the following provisions:

(a) District shall conduct any installation and maintenance activities in a sound, professional manner and shall have sole responsibility for obtaining any necessary permits or regulatory approvals for the Improvements installation and/or repair. Any rights granted hereunder

shall be exercised by District in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. District shall not discharge into or within the Easement Area any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

(b) Nothing herein shall be construed to limit in any way SFTEN's rights to (i) construct and maintain in the Easement Area any structures or other improvements that do not materially interfere with the use or enjoyment of the Easement granted herein for the purposes for which they are created as contemplated herein, or (ii) to use the Easement Area, or allow the use of the Easement Area by others, in common with District, its successors and assigns.

7. **Beneficiaries of Easement Rights.** The Easement set forth in this Agreement shall be for the benefit and use of District and its successors, permitted assigns, agents, employees, consultants, representatives, contractors (and their subcontractors, employees and materialmen), guests and invitees and shall be binding upon the Easement Area and shall be a covenant running with the title to the Easement Area and shall bind and/or benefit the owners thereof, and their respective successors, assigns, tenants, agents, employees, invitees and licensees. The Easement hereby created and granted includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the Easement Area for its intended purpose as expressly set forth and limited herein, including, specifically, the right of entry on, over, upon and through the Easement Area for purposes of construction, installation, operation, use, powering, maintenance, replacement and repair within the Easement Area of any improvements now or hereafter located therein, subject to the limitations set forth herein.

8. **Sovereign Immunity.** SFTEN agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's sovereign immunity protections and limitations on liability contained in Section 768.28, *Florida Statutes*, or other statutes or law.

9. **Notices.** Any notice, demand, consent, authorization, request, approval, or other communication that any Party is required, or may desire, to give to or make upon the other Party pursuant to this Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other Party as follows (or to such other place as any Party may by notice to the others specify):

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
Tallahassee, FL 32301
Attn: District Counsel

To SFTEN: SFTEN, LLC
12602 Telecom Drive
Tampa, Florida 33637

Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. 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 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 SFTEN and counsel(s) for the District may deliver Notice on behalf of SFTEN and the District, respectively.

10. Third Parties. This Agreement is solely for the benefit of SFTEN and the District, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity other than SFTEN and the District any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement. Each Party shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair either Party's right to protect its rights from interference by a third party. Notwithstanding the foregoing, it is anticipated that the Evergreen of Manatee County Community Association, Inc. ("HOA") may undertake the District's maintenance obligation as described herein on behalf the District. SFTEN agrees that this Agreement is assignable to the HOA by the District.

11. Controlling Law and Venue. This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree and consent to venue in Manatee County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this Agreement.

12. Public Records. All documents of any kind provided in connection with this Agreement are public records and are treated as such in accordance with Florida law.

13. Severability. The invalidity or unenforceability of any one or more provisions or part of a provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

14. Termination. If the Easement shall be abandoned by District or terminated in any manner, all rights and privileges hereunder shall cease and the Easement privileges and rights herein granted shall revert to SFTEN. If by future conveyance, the District takes fee simple title to all or part of the Easement Area, then this Easement shall terminate with respect to such the portion of the Easement Area to which the District took title.

15. Authorization. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this

Agreement, that the respective Parties have complied with all the requirements of law, and they have full power and authority to comply with the terms and provisions of this instrument.

16. **Amendments.** 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 SFTEN and District.

17. **Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

18. **Non-Waiver.** Any delay of either party in enforcing its rights or remedies under this Agreement shall not waive, affect, diminish, suspend or exhaust any such right or remedy. No act or omission, or series of acts or omissions, by a party as to any failure of the other to perform this Agreement shall be deemed to be a waiver by such party of the right at all times to insist upon full and complete performance in accordance with this Agreement.

19. **Headings for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

20. **Arm's Length Transaction.** This Agreement has been negotiated fully between the District and SFTEN as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party hereto.

21. **Binding Effect.** This Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, transferees, and/or licensees.

22. **Effective Date.** This Agreement shall be effective as of the date first written above.

23. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement.

[Remainder of page left blank]

EXHIBIT A
LEGAL DESCRIPTION OF EASEMENT AREA

TRACTS 505 AND 506, EVERGREEN PHASE I, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 68, PAGES 27 THROUGH 52 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

IN WITNESS WHEREOF, SFTEN and District caused this Agreement to be executed, to be effective as of the day and year first written above.

WITNESSES:

Signed, sealed and delivered in the presence of:

Evergreen Community Development District

Michelle Guerner
Print Name: Michelle Guerner

By: [Signature]
Chairperson/Vice Chairperson
RYAN ZOOK

BJP
Print Name: Brian J. Panico

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 22nd day of September, 2020, by RYAN ZOOK, as _____ of Evergreen Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*. He is personally known to me or has produced _____ (type of identification) as identification.

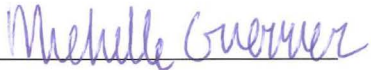



[Signature]
(Official Notary Signature & Seal)


Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

Signed, sealed and delivered
in the presence of:

SFTEN, LLC, a Delaware limited liability
company by D.R. Horton, Inc., a Delaware
corporation, its sole member


Print Name: Michelle Guerrier

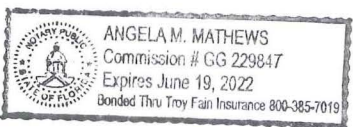

By: John E. Snyder
Its: Vice President


Print Name: Brian M. Michalich

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 24th day of September, 2020, by John E. Snyder, as Vice President of D.R. Horton, Inc., a Delaware corporation as the sole member of SFTEN, LLC, a Delaware limited liability company who [X] is personally known to me or has produced _____ as identification.


Notary Public



Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

EVERGREEN

COMMUNITY DEVELOPMENT DISTRICT

5

EVERGREEN

COMMUNITY DEVELOPMENT DISTRICT

6

**EVERGREEN
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
AUGUST 31, 2020**

**EVERGREEN
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
AUGUST 31, 2020**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 33,987	\$ -	\$ -	\$ 33,987
Investments				
Revenue	-	1,817	-	1,817
Reserve	-	577,100	-	577,100
Construction	-	-	335,594	335,594
Total assets	<u>\$ 33,987</u>	<u>\$ 578,917</u>	<u>\$ 335,594</u>	<u>\$ 948,498</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Due to Landowner	\$ 1,732	\$ -	\$ -	\$ 1,732
Landowner advance	5,500	-	-	5,500
Total liabilities	<u>7,232</u>	<u>-</u>	<u>-</u>	<u>7,232</u>
Fund balances:				
Restricted for				
Debt service	-	578,917	-	578,917
Capital projects	-	-	335,594	335,594
Unassigned	26,755	-	-	26,755
Total fund balances	<u>26,755</u>	<u>578,917</u>	<u>335,594</u>	<u>941,266</u>
Total liabilities and fund balances	<u>\$ 33,987</u>	<u>\$ 578,917</u>	<u>\$ 335,594</u>	<u>\$ 948,498</u>

**EVERGREEN
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED AUGUST 31, 2020**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 98,030	\$ 98,030	100%
Landowner contribution	-	4,932	-	N/A
Total revenues	<u>-</u>	<u>102,962</u>	<u>98,030</u>	105%
EXPENDITURES				
Professional & administrative				
Supervisors	-	2,153	6,000	36%
Management/accounting/recording	4,000	44,000	48,000	92%
Legal	422	9,654	20,000	48%
Engineering	-	-	1,500	0%
Audit	-	2,925	5,500	53%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	83	917	1,000	92%
Trustee	-	3,750	5,500	68%
Telephone	16	183	200	92%
Postage	-	16	500	3%
Printing & binding	42	458	500	92%
Legal advertising	470	1,123	1,500	75%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	20	238	500	48%
Website				
Hosting	-	705	705	100%
ADA compliance	-	-	200	0%
Total professional & administrative	<u>5,053</u>	<u>71,297</u>	<u>98,030</u>	73%
Excess/(deficiency) of revenues over/(under) expenditures	(5,053)	31,665	-	
Fund balances - beginning	31,808	(4,910)	-	
Fund balances - ending	<u>\$ 26,755</u>	<u>\$ 26,755</u>	<u>\$ -</u>	

**EVERGREEN
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2019
FOR THE PERIOD ENDED AUGUST 31, 2020**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 216,219	\$ 577,100	37%
Interest	3	4,733	-	N/A
Total revenues	<u>3</u>	<u>220,952</u>	<u>577,100</u>	38%
EXPENDITURES				
Debt service				
Interest	-	422,828	422,828	100%
Total debt service	<u>-</u>	<u>422,828</u>	<u>422,828</u>	100%
				N/A
Excess/(deficiency) of revenues over/(under) expenditures	3	(201,876)	154,272	-131%
OTHER FINANCING SOURCES/(USES)				
Transfer out	(3)	(4,170)	-	N/A
Total other financing sources	<u>(3)</u>	<u>(4,170)</u>	<u>-</u>	N/A
Net change in fund balances	-	(206,046)	154,272	
Fund balances - beginning	578,917	784,963	784,654	
Fund balances - ending	<u>\$ 578,917</u>	<u>\$ 578,917</u>	<u>\$ 938,926</u>	

**EVERGREEN
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2019
FOR THE PERIOD ENDED AUGUST 31, 2020**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Interest	\$ 9	\$ 13,274
Total revenues	<u>9</u>	<u>13,274</u>
EXPENDITURES		
Capital outlay	1,433,313	1,492,598
Total expenditures	<u>1,433,313</u>	<u>1,492,598</u>
Excess/(deficiency) of revenues over/(under) expenditures	(1,433,304)	(1,479,324)
OTHER FINANCING SOURCES/(USES)		
Transfer in	3	4,170
Total other financing sources/(uses)	<u>3</u>	<u>4,170</u>
Net change in fund balances	(1,433,301)	(1,475,154)
Fund balances - beginning	1,768,895	1,810,748
Fund balances - ending	<u>\$ 335,594</u>	<u>\$ 335,594</u>

EVERGREEN

COMMUNITY DEVELOPMENT DISTRICT

7

DRAFT

**MINUTES OF MEETING
EVERGREEN
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Evergreen Community Development District held a Public Hearing and Regular Meeting on August 7, 2020 at 10:00 a.m., remotely, via conference call at 1-888-354-0094, Conference ID 8518503.

Present at the meeting were:

Ryan Zook	Chair
John Snyder	Vice Chair
Anne Mize	Assistant Secretary
Hal Lutz	Assistant Secretary
Greg Mundell	Assistant Secretary

Also present were:

Cindy Cerbone	District Manager
Tucker Mackie	District Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 10:56 a.m. In consideration of the COVID-19 pandemic, this meeting was being held telephonically, as permitted under the Florida Governor’s Executive Orders, which allow local governmental public meetings to occur via telephone. The meeting was advertised to be telephonic and the telephone number, conference ID, District Manager’s contact information and the meeting agenda were posted on the District’s website.

All Supervisors were present, via telephone.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

37 **THIRD ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year
2020/2021 Budget**

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40 **A. Proof/Affidavit of Publication**

41 The affidavit of publication was included for informational purposes.

42 **B. Consideration of Resolution 2020-10, Relating to the Annual Appropriations and**
43 **Adopting the Budgets for the Fiscal Year Beginning October 1, 2020, and Ending**
44 **September 30, 2021; Authorizing Budget Amendments; and Providing an Effective**
45 **Date**

46 Ms. Cerbone presented Resolution 2020-10. She reviewed the proposed Fiscal Year
47 2021 budget and stated there were no monetary changes since the May meeting.

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49 **On MOTION by Ms. Mize and seconded by Mr. Zook, with all in favor, the**
50 **Public Hearing was opened.**

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53 No members of the public spoke.

54

55 **On MOTION by Mr. Zook and seconded by Ms. Mize, with all in favor, the**
56 **Public Hearing was closed.**

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59 **On MOTION by Mr. Zook and seconded by Mr. Snyder, with all in favor,**
60 **Resolution 2020-10, Relating to the Annual Appropriations and Adopting the**
61 **Budgets for the Fiscal Year Beginning October 1, 2020, and Ending September**
62 **30, 2021; Authorizing Budget Amendments; and Providing an Effective Date,**
63 **was adopted.**

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66 **FOURTH ORDER OF BUSINESS**

Consideration of Resolution 2020-11,
Making a Determination of Benefit and
Imposing Special Assessments for Fiscal
Year 2020/2021; Providing for the
Collection and Enforcement of Special
Assessments, Including but not Limited to
Penalties and Interest Thereon; Certifying
an Assessment Roll; Providing for

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74 **Amendments to the Assessment Roll;**
 75 **Providing a Severability Clause; and**
 76 **Providing an Effective Date**

78 Ms. Cerbone presented Resolution 2020-11.

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80 **On MOTION by Mr. Zook and seconded by Mr. Mize, with all in favor,**
 81 **Resolution 2020-11, Making a Determination of Benefit and Imposing Special**
 82 **Assessments for Fiscal Year 2020/2021; Providing for the Collection and**
 83 **Enforcement of Special Assessments, Including but not Limited to Penalties and**
 84 **Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to**
 85 **the Assessment Roll; Providing a Severability Clause; and Providing an Effective**
 86 **Date, was adopted.**

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89 **FIFTH ORDER OF BUSINESS** **Consideration of Matters Pertaining to**
 90 **District Construction Contract with Oak**
 91 **City South, LLC**

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93 Ms. Mackie stated that Pay Application 5, in the amount of \$1,431,635.03, was received
 94 from Oak City South. District Staff was awaiting one outstanding document from Oak City
 95 South in order to finalize the requisition for the Trustee.

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97 **On MOTION by Ms. Mize and seconded by Mr. Snyder, with all in favor, the**
 98 **requisition and authorizing the Chair and Staff to execute and submit it to the**
 99 **Trustee for payment for the requisition described, in the amount of**
 100 **\$1,431,635.03, was approved.**

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103 **SIXTH ORDER OF BUSINESS** **Resolution 2020-12, Designating Dates,**
 104 **Times and Locations for Regular Meetings**
 105 **of the Board of Supervisors of the District**
 106 **for Fiscal Year 2020/2021 and Providing for**
 107 **an Effective Date**

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109 Ms. Cerbone presented Resolution 2020-12.

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On MOTION by Mr. Zook and seconded by Mr. Mundell, with all in favor, Resolution 2020-12, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2020/2021 and Providing for an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS

Presentation of Audited Annual Financial Report for Fiscal Year Ended September 30, 2019, Prepared by Berger, Toombs, Elam, Gaines & Frank

Ms. Cerbone presented the Audited Annual Financial Report for Fiscal Year Ended September 30, 2019. There were no findings, irregularities or instances of noncompliance; it was a clean audit. Regarding a notation on Page 4, under Financial Highlights, that stated, on September 30, 2019, the liabilities of the District exceeded its assets by approximately \$510,000, Ms. Cerbone stated this is not unusual in the early stages of a District and it does not mean the District is in a precarious financial position.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2020-13, Hereby Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2019

Ms. Cerbone presented Resolution 2020-13.

On MOTION by Ms. Mize and seconded by Mr. Zook, with all in favor, Resolution 2020-13, Hereby Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2019, was adopted.

NINTH ORDER OF BUSINESS

Ratification of Bill of Sale of Utility Improvements Conveyed to Manatee County

Ms. Mackie presented the Bill of Sale of Utility Improvements.

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On MOTION by Ms. Mize and seconded by Mr. Zook, with all in favor, the Bill of Sale of Utility Improvements Conveyed to Manatee County and authorizing Staff to coordinate and the Chair to execute, when applicable, was approved.

TENTH ORDER OF BUSINESS

Discussion: Maintenance of Lift Station Fencing

Ms. Mackie stated the Developer’s expectation was that the lift station fencing would be taller than required by the County. The letter met County requirements stating that the District would maintain the fencing in the event repairs become necessary.

ELEVENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of June 30, 2020

Ms. Cerbone presented the Unaudited Financial Statements as of June 30, 2020.

On MOTION by Mr. Snyder and seconded by Mr. Zook, with all in favor, the Unaudited Financial Statements as of June 30, 2020, were accepted.

TWELFTH ORDER OF BUSINESS

Approval of May 1, 2020 Telephonic Public Meeting Minutes

Ms. Cerbone presented the May 1, 2020 Telephonic Public Meeting Minutes.

On MOTION by Mr. Zook and seconded by Mr. Snyder, with all in favor, the May 1, 2020 Telephonic Public Meeting Minutes, as presented, were approved.

THIRTEENTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel: *Hopping Green & Sams, P.A.***
There being nothing further to 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***

184 • **NEXT MEETING: September 4, 2020 at 10:00 a.m.**

185 ○ **QUORUM CHECK**

186 The September 4, 2020 meeting would be canceled if not necessary.

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188 **FOURTEENTH ORDER OF BUSINESS** **Board Members' Comments/Requests**

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

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192 **FIFTEENTH ORDER OF BUSINESS** **Public Comments**

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194 There being no public comments, the next item followed.

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196 **SIXTEENTH ORDER OF BUSINESS** **Adjournment**

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198 There being nothing further to discuss, the meeting adjourned.

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200 **On MOTION by Mr. Zook and seconded by Mr. Snyder, with all in favor, the**
201 **meeting adjourned at 11:12 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

EVERGREEN

COMMUNITY DEVELOPMENT DISTRICT

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EVERGREEN COMMUNITY DEVELOPMENT DISTRICT**BOARD OF SUPERVISORS FISCAL YEAR 2020/2021 MEETING SCHEDULE****LOCATION***offices of ZNS Engineering, 201 5th Ave. Dr. E., Bradenton, Florida 34208*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 2, 2020	Regular Meeting	10:00 AM
November 6, 2020	Regular Meeting	10:00 AM
December 4, 2020	Regular Meeting	10:00 AM
January 8, 2021*	Regular Meeting	10:00 AM
February 5, 2021	Regular Meeting	10:00 AM
March 5, 2021	Regular Meeting	10:00 AM
April 2, 2021	Regular Meeting	10:00 AM
May 7, 2021	Regular Meeting	10:00 AM
June 4, 2021	Regular Meeting	10:00 AM
July 2, 2021	Regular Meeting	10:00 AM
August 6, 2021	Public Hearing & Regular Meeting	10:00 AM
September 3, 2021	Regular Meeting	10:00 AM

Exception

** January meeting is one week later to accommodate New Year's Day Holiday*

In the event that the COVID-19 public health emergency prevents the meetings from occurring in-person, the District may conduct the meetings by telephone or video conferencing communications media technology pursuant to governmental orders, including but not limited to Executive Orders 20-52, 20-69, 20-150, 20-179 and 20-193 issued by Governor, and any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2., Florida Statutes.