

**MINUTES OF MEETING  
FALLSCHASE  
COMMUNITY DEVELOPMENT DISTRICT**

A Regular Meeting of the Fallschase Community Development District's Board of Supervisors was held on Wednesday, December 6, 2017 at 1:00 p.m., at 2810 Remington Green Circle, Tallahassee, Florida 32308.

**Present at the meeting were:**

Richard Yates	Chair
Rick Singletary	Vice Chair
Jeff Phipps	Assistant Secretary
William Lamb	Assistant Secretary

**Also present were:**

Craig Wrathell	District Manager
Edward N. Bass	District Engineer
Ken van Assenderp	District Counsel
Bill Reagan ( <i>via telephone</i> )	Bond Underwriter
Max Beverly	
Chase Williams	

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. McGaffney called the meeting to order at 1:05 p.m. Supervisors Yates, Singletary, Phipps and Lamb were present, in person. Supervisor Penson was not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

There being no public comments, the next item followed.

**THIRD ORDER OF BUSINESS**

**Consideration of Amended and Restated Engineer's Report on District Improvements and Estimated Probable Construction Cost, dated December 1, 2017**

Mr. Bass presented the Amended and Restated Engineer's Report, outlining the District's Capital Improvement Plan (CIP). The CIP in the original Engineer's Report contained several improvements that no longer applied, such as the widening of Buff Lake Road by Leon County and a few signalization modifications. Most, if not all, of the improvements were in the existing public right-of-way (ROW) and were completed by the appropriate municipalities; therefore, those projects were removed from this Report. The unit costs were updated as several of the values changed.

Mr. Wrathell asked if Table 1 provided a description of the updated CIP with a total construction cost of \$43,683,876.76, as of December 1, 2017. Mr. Bass replied affirmatively. In response to Mr. Wrathell's question regarding the "Ownership and Maintenance" items outlined on Page 7, Mr. Bass confirmed that the improvements were the eligible items that the District would potentially fund via the CIP, except the water and sewer systems, which would be conveyed to the City of Tallahassee. Mr. van Assenderp asked if any of the improvement items listed under "Ownership and Maintenance" would be constructed by the District. Mr. Bass stated that all of the items will be constructed by the District. Mr. van Assenderp and confirmed that the District would not need to acquire any the items constructed by another entity or person.

Mr. van Assenderp posed the following questions to Mr. Bass:

➤ In your opinion, can construction of these infrastructure improvements; the methods of construction and the materials used in the construction; would those two things affect the quality of the infrastructure and have an impact on how much maintenance would have to occur later?

*Mr. Bass stated absolutely, they could. I mean, if we specify an inferior product that will result in long-term additional maintenance. So our objective, as the District Engineer, would be to ensure that what is installed and specified for construction is of adequate material and workmanship thereafter, to ensure the maintenance is minimized as best as possible.*

➤ In that regard, then, will you, as District Engineer, or you and Mr. Wrathell, as the Manager, work out a method to observe and to monitor both the methods of construction and the materials used in construction, in the order that are set forth in your Capital Improvements Program; will you monitor and observe these?

*Mr. Bass replied, "Yes. When that time comes, I'm certain that we can outline a process that can be under my direct supervision."*

➤ If, hypothetically, Eddie, the Board were to acquire something that some other public or private entity constructed, would you feel an obligation, also, to monitor and to observe that construction?

*Mr. Bass replied, "I would. Yes, sir."*

➤ In doing that, if you discover problems in either the Methodology or the materials or both, would you report those; you and/or the Manager report those and make recommendations to the Board in a timely fashion?

*Mr. Bass replied, "Yes, sir. I'd let Mr. Wrathell know, absolutely, as soon as possible, and whatever remedies and/or cure plans that need to be drafted, we would do as soon as possible as well."*

➤ And then, would you and he make a recommendation to the Board, maybe as to a simple procedure, so that if it required a Board decision, you could have a timely Board decision, without slowing down construction?

*Mr. Bass stated, I think that's a good idea; I am certain we could do that.*

➤ Now, as to the lots and the parcels that would be platted; right now, it's just raw acreage. So, when it is platted and you have the lots and parcels, there'll be various parcels within, what Developers call or what Mr. Wrathell calls, a product type. I mean, 30' front single-family homes, that would be a product type, so there will be several parcels or lots with an each of such product type. As an extra step, would you, as the Engineer for the District, physically check these various lots and parcels within each product type to see if there is something different, something good or bad, some problem or some asset that parcel has that may change the special benefit that flows through that parcel, different from the other parcels in the same product type?

*Mr. Bass stated, we can, yes, but our intent in our design would be that we would not create any parcels that would be less attractive than others within the same classification and sizing. But absolutely, that's something we could evaluate when the time comes.*

➤ More than an appropriate time, based on that answer, Mr. Chairman and Board Members, I would hope we can make that, in concert with Mr. Bass and Mr. Wrathell, a requirement so that just in case something happens, notwithstanding the quality of your design and your work but just something physically with the dirt or something, then we would know so that the special benefit could be nullified. If there are 50 houses, 30' front lots in that one product type, there may be two or three that are going to get impacted differently from the water and the sewer and

the other improvements and he would need to know that because that could change the assessment on that. There may not be any changes but we need to know that. So, Mr. Chairman and Board Members, at that time, maybe Eddie and Craig can report back on how we would do that. That's a further step toward apportionment. Two more questions.

*Mr. Bass replied, "Yes, sir."*

➤ What specifically or would you be able, by chart, or if it's too much, maybe you can't do it by summary today, but have you identified the differences in your current report, Capital Improvement Plan and the earlier one 10 years ago?

*Mr. Bass stated it's been updated to reflect a different lot size matrix. It's been updated to remove the capital improvements that I mentioned prior, that were no longer required to be constructed as they've already been built. And then, it also acts to update the unit costs of my cost opinion.*

➤ Would any of these updates-- first of all, would any of the fact that the City, for example, expanded the right-of-way (ROW) of the road, would those things, in any way, affect a change in your Capital Improvements program other than you just eliminated those now?

*Mr. Bass replied, "No, sir; there wouldn't be any change. The improvement and, for instance, a good example that you said is, the ROW width had already been accounted for in the initial report, the improvements weren't. So now that the improvements were made within that same accounted for ROW, there will be no residual effect upon the report.*

➤ That's a good term, "no residual effect." So even though that could have been a significant piece of work, it's not a significant change because the District doesn't have to be responsible for that anymore.

*Mr. Bass replied, "That is correct."*

➤ And then, are any of the other changes that you labeled as updates; how many of those are-- would you say 10 or 20 or?

*Mr. Bass replied, "I don't know the exact number. I mean, there were several unit quantities that we updated but the Master Plan in which the estimate is based off of is substantially the same."*

➤ Then, would these updates-- could nine out of 10 Engineers come back and say, "Hey, some of these updates are really substantial; they're really significant, they're very different," or

are they there, disclosed, but they're just updates and they're not significant and not substantial changes to your original Engineer's Report?

*Mr. Bass replied, "I would categorize them as not substantial. I don't know what others may categorize but they're not of substantial nature to me."*

In response to a Board Member's question, Mr. Bass confirmed that there was nothing unique or extraordinary about any of the plans and stated that the estimates were based off of roadways that were strategically placed throughout the development, based on the original, approved planning of the Development by Leon County, City of Tallahassee, and unit costs were attributed to the roadways, which were in the Report.

Mr. Singletary voiced his opinion that Mr. Bass' role was comparable to that of a District Manager and felt that Management should be responsible for many of the items that the District Engineer was tasked with. Mr. van Assenderp stated that Management had oversight but Engineering still managed and supervised the mechanical and physical improvements. Mr. Wrathell stated that Mr. Bass' role was that of a "protector" of the District whose job it was to ensure that the construction met District needs and regulatory requirements. Mr. Singletary wanted to know who handled the esthetics of the community. Mr. van Assenderp stated that the esthetics were more of a Developer function than a CDD function and the purpose of the District was to manage and oversee the maintenance of the infrastructure so that the vertical development can proceed; the units could not be built without water, sewer and roadways. It is stipulated in the District's Charter, passed by the legislature, that a Manager must be engaged who has "Charge and supervision of the works of the District exclusively" and the District Engineer was hired to assist in that regard. There is a close working relationship between the quality of the infrastructure, constructed and maintained over the years, to the success of the development. A Board Member asked if a 70'-wide lot would have the same annual assessment as a 40'-wide lot. Mr. Wrathell would cover annual assessments for different product types during the presentation of the Methodology. Mr. Yates stated that the property owners were the final beneficiaries of all of the regulations required by the State of Florida and local governments must be managed as efficiently as possible so that homeowners are not unduly burdened and are furnished with everything they were paying for. Mr. Yates stated that the CDD was a great concept because it added an element of responsibility to all parties involved that would not exist outside that relationship. Mr. van Assenderp stated that the legislature gave the District a pinpointed single-

focus responsibility to focus on managing the infrastructure at sustained levels of quality, over the long term and Mr. Wrathell and Mr. Bass will be the key to the CDD's success and the more questions asked by Board Members, the better everyone would be.

**On MOTION by Mr. Lamb and seconded by Mr. Phipps, with all in favor, the Amended and Restated Engineer's Report on District Improvements and Estimated Probable Construction Cost, dated December 1, 2017, was approved.**

**FOURTH ORDER OF BUSINESS**

**Consideration of Revised Master Special Assessment Methodology Report, *dated December 6, 2017***

Mr. Wrathell distributed and presented a redline version of the Revised Master Special Assessment Methodology Report, dated December 6, 2017, which was different from the version in the agenda. The word "Revised" was changed to "Updated", on the title page and throughout the entire Methodology, along with other changes. As the assessment Public Hearings were conducted in 2007, when the original Methodology was first presented, Mr. Wrathell recommended they be repeated. The properties within the boundaries of the District that would be developed received a special and peculiar benefit, which is the basis, under the law, for which Management will ultimately assess the property owners to be able to repay the bond debt and the Methodology must have a fair and reasonable apportionment of benefit to those property owners and the accompanying debt repayment. With regard to financing, the Methodology assumes the potentiality for bond issuance to finance 100% of the improvements but the District would likely fund 50% to 60% of the improvements. Mr. Reagan will work with the Developer to recommend a structuring of the bonds and, prior to bond issuance, Management will produce an Acquisition Agreement where the District will be able to acquire improvements from the Developer, to purchase from the actual cost of construction, along with a Completion Agreement which will obligate the Developer to fund the balance of the improvements that the District does not pay for with bond funds. Under the law, Management must notify property owners that they must pay back bond debt and the bond assessments set that cap, from a par amount of bonds perspective and a max annual debt assessment perspective. The special and peculiar benefit and the actual final assessment will be assigned after preparation of the Supplemental Special

Assessment Methodology Report, where Mr. Reagan and the Bond Underwriter will coordinate with the Chair and District Counsel to structure and finalize the terms of the bond deal. Regarding the True-Up mechanism, if a Developer were to lose assessable units, such as where a lot was no longer developable, Management would demand a true-up payment from the Developer and, whatever amount of bonds were issued applicable to that individual lot, the Developer would have to pay down the bond debt related to that lost lot. The Preliminary Assessment Roll, outlined on Page 13 of the Methodology, will continue to change constantly as development and platting occur.

Table 1, on Page 14, highlighted the Development Program and the phasing for the different product types, which helps in visualizing how the deal could be structured. Discussion ensued regarding the phasing, the product types, the spine road, bond debt, assessments, amenities and HOAs versus CDDs. Mr. Wrathell stated that the bond assessment, from a debt assessment perspective, will be fixed when bond issuance occurs. The only security for the bond debt is the land and, if the assessments are not paid on the land, the land would be foreclosed upon. In response to a Board Member's question regarding mortgagees, Mr. Wrathell explained that, when bonds are issued, any mortgage-holder on the property must sign a mortgagee's acknowledgment, acknowledging the District's lien is superior to theirs. Discussion ensued regarding mortgages, property taxes and bond assessment allocation. Mr. Wrathell stated that Table 6, on Page 17, assumes that the entire CIP would be financed, up to \$57,115,000 in bonds. He reviewed the Development Program, Capital Improvement Program, Preliminary Sources and Uses of Funds, Benefit Factors, Benefit Apportionment and Bond Assessments Allocation tables on Pages 14 through 17. In response to a Board Member's question, the \$3,611.99 payment for a SF 23' Unit Type, on Page 17, includes the property appraiser and tax collector fees and the CDD's assessment would be below that amount but this reflects what the max annual assessment could be, from the District's perspective; the balance of the common area improvements were weighted equally and the blended column, in Table 4 on Page 15, refers to miscellaneous costs, which is a blend of TRIP, ERCs and Acres and the 1.00 in the "Unit" column is the common area element per unit.

A Board Member questioned the annual bond assessment for the SF 35' unit. Mr. Wrathell stated that the property owners will receive a \$43 million benefit from the constructed infrastructure. It will come from funds generated by the CDD bond funds and private funds from

the Developer and, although the current model assumed that 100% of the improvements would be financed, Management's goal was to create flexibility by issuing 30-year maturity bonds as well as B-bonds or A-2 bonds, which can be paid off each time there is a lot closing. A Board Member inquired about disclosures made to new homeowners regarding property taxes and assessments. Mr. Wrathell stated that, when Mr. Yates and Mr. Beverly sell the lots, the purchase contracts contained very specific language, per Chapter 190, of what needs to be disclosed, so the buyer must initial and sign off on that verbiage; the Sales Contract must state that there is a CDD and that the homeowner will be assessed by that CDD. Discussion ensued regarding the real estate market, amenities, the Bond Underwriter and bond payments. Mr. Yates stated that the Methodology was perfect because it adapted to whatever the market conditions were. Mr. Wrathell recalled that, in the past, Methodologies were incredibly rigid but, now that the global economics were so dynamic, Methodologies were more flexible in that bonds can be validated, where a District Manager can testify about the bond debt before a Circuit Court Judge.

Mr. van Assenderp stated the Board's questions were helpful and provided him with ammunition if the CDD was ever challenged, because the Board was looking after the ultimate homeowner/purchaser and the interest of the bonds and, in accepting Management's Methodology, it would become the Board's Methodology, which was legally valid. Mr. Wrathell stated that the benefit of having these discussions and putting them on the record is to be always prepared in case the District was ever challenged. Mr. Yates stated that the CDD transformed a typically very disorganized and poorly-planned process into one that has a definite and logical plan.

Mr. Lamb wanted to know what his personal liability was. Mr. Wrathell stated the Board previously passed a Support and Legal Defense resolution, which maintained that, if the Board was sued while performing its responsibilities, the Board Members would be protected by the District, through Directors and Officers Liability Insurance that was in place. As long as Board Members were performing their duties, as per Chapter 190, they will be defended by District Counsel and the insurance carrier would provide coverage; the Board has sovereign immunity. Mr. Wrathell stated that the financing was very basic in that the projects would probably be phased and the process was open and transparent. Mr. van Assenderp stated Counties, Cities and School Boards imposed ad valorem taxes, while CDDs imposed assessments, and the difference between the two was that a tax is based on the value of a property and the assessment is based



upon a determination of special benefits that flow through the property from the improvements, such as the water and sewer system, which led to the assessment. As a matter of law, there was no such thing as a taxing district anymore because that would imply that the purpose of the District is to tax or to finance, which is unconstitutional and illegal. Mr. van Assenderp discussed CDDs, assessments, disclosures to buyers, etc. In response to a Board Member's question, Mr. van Assenderp confirmed that the District does not "tax" property owners; the District imposes assessments, which are different from the property taxes on homes imposed by County. When a lien is placed on a property, it is disclosed; however, there is never a foreclosure with an assessment collected by Ms. Malloy's office.

Mr. van Assenderp posed the following questions to Mr. Wrathell:

➤ Craig, do you think that today's discussion was for the benefit of the future landowners/purchasers?

*Mr. Wrathell replied, "Yes, sir."*

➤ And they're not here today—

*Mr. Wrathell replied, Correct—*

➤ So you were consciously looking after their interests as part of your Assessment Methodology?

*Mr. Wrathell replied, "Yes, as well as the Board's."*

➤ Is your report on the Methodology a tool the Board can use then, so that it becomes the Board's Assessment Methodology?

*Mr. Wrathell replied, "Yes."*

➤ What are the two determinations, since the assessment is a lien because the law here said it's a lien equal to a tax lien, what are the two tests that this Board has to determine that you discussed in your methodology to make the valid assessment?

*Mr. Wrathell stated, the first test is in the context of the property owner receiving special and peculiar benefit related to the CIP, so without this infrastructure program, there would be no ability to build all of these homes out here and build this community as currently contemplated. And then with that, there obviously --which goes part and parcel with special and peculiar benefit, is that there is some added use and enjoyment of the property and obviously, ultimately, would increase the value of the property in the context of, by improving this property,*

*you're able to go build your home out there, do the things you want to do and obviously, would increase the value of the property significantly. So, those are the main factors that we look at.*

➤ And, in your report that was distributed, that's what the Board has to determine; that the lien can be enforced because your Assessment Methodology that upon the order of the Board will become this Board's determination that says that there are the special benefits that flow through the property and that, number two, they flow peculiar to the parcels of property?

*Mr. Wrathell replied, "Yes, sir."*

➤ Thank you. So, this updated Methodology is basically the old Methodology updated with a few changed facts; it's not a new Methodology?

*Mr. Wrathell replied, correct; it just simply reflects, as the District Engineer had stated, his adjustments to the Engineer's Report and updated to that and then, also, just reflects the change in product mix that now reflects today's market conditions.*

➤ You heard Mr. Bass, the Engineer, say that none of the updates on his Engineer's Report, Capital Improvement Program, was a significant change or substantial change at all; does that mean that's also true of the new stuff that's in your Methodology?

*Mr. Wrathell replied, "Yes, I would agree that there were no substantive changes. The Methodology that was originally approved by this Board, as well as the updated version here, both had always originally contemplated there would be changes in market conditions and changes in product mixes that would go with that and that's what this report does."*

➤ You talk about in your report, I think it's in Section 1.3, you can't ascertain the value of the special benefits to the parcels right now today. We don't even have it platted yet. Could you ever ascertain with reliable certainty, the value of the special benefits to the property in the future.

*Mr. Wrathell replied, "Yes and, really, I think at the point where the special and peculiar benefit becomes locked in and will expand from there, will be the time that we present a Supplemental Methodology to the Board, which would be the structuring of the first series of bonds and the subsequent series of bonds. And that, once the District acquires improvements and/or issues some type of bond debt to finance the construction of improvements or acquisition of improvements, once we're able to issue that debt and those funds become available and/or we've acquired those improvements, at that point the property owners do indeed receive special and peculiar benefit."*

➤ You've already answered my next question about how you do it; that's very prescient on your part there. You heard Mr. Bass say that how the infrastructure is constructed and then what materials are used could affect future maintenance; do you agree with that statement too?

*Mr. Wrathell replied, "Yes."*

➤ The District's Charter gives you exclusive responsibility to manage the works of the District; the works meaning all of the improvements and the infrastructure, going back to a single purpose; do you plan to get with the District Engineer and to explain to the Board, in a future meeting, how you two plan to get all that done?

*Mr. Wrathell stated, clearly as Chapter 190 delineates, the District Manager is responsible for, basically, overseeing the works of the District in the context of the maintenance aspect moving forward. Also with that, the District Manager, along with the Board, is able to employ the professionals necessary to make that happen. Obviously, I have experience in construction-related endeavors but the reality of the situation is we have engaged a professional DE who is expert in the design, oversight and ultimately administration of CIPs and installation of infrastructure. So I feel Moore Bass, Eddie Bass and his firm are highly qualified to be able to fill that capacity and basically look after the District's interests in the context of the nuts and bolts of what's actually getting installed out there and if what's going out there is satisfactory to the District and meets our requirements. And then, certainly, if any issues arise, in my role as District Manager, my immediate responsibility would be to apprise the Board and District Counsel if there's a need to take action to rectify any of those problems.*

➤ Will you and Mr. Bass work out something to ensure that, if something needs to be brought to the attention of the Board, it will be done timely so that not needlessly to hold up the construction?

*Mr. Wrathell replied, "Yes, sir."*

➤ Thank you. And then, your report has a very sophisticated discussion; it lifts the special benefits that flow through all the property from things like water and sewer and other components of the improvements program and then you go into a very sophisticated discussion of how you apportion those special benefits through a series of steps and mechanisms to be peculiar to the parcels within a certain product or group; that's called the apportionment method that you have labeled; is that correct?

*Mr. Wrathell replied, "Yes."*

➤ Now, you heard Mr. Bass' testimony that he would also check physically within parcels within a given product type to see if you need to apportion it even further to make it fair and reasonable so that maybe a particular parcel would pay less or more than the other parcels in the same product type; do you agree with that?

*Mr. Wrathell replied, "Yes."*

➤ And you have a mechanism to incorporate that?

*Mr. Wrathell replied, "Yes, and as platting occurs of the individual lots, we'll also receive that from the property appraiser's office. So we will evaluate that on a constant basis, coordinate very closely with the Developer to make sure that the product type that's described in the Engineer's Report is actually what's being platted and is going out there, and yes, work with Eddie to make sure that the lots that are being deemed as developable lots don't have anything that hinders their ability to be developed as planned, in accordance with the Engineer's Report methodology."*

➤ Now, how in the world, my last question, were you able to work it out so that Bill Reagan says nothing?

*Mr. Wrathell replied, "I don't know; I think we put Bill to sleep a long time ago. Are you still there, Bill?"*

Mr. Reagan replied that he was still there and was listening to the proceedings.

Mr. Yates wanted to know whether the District or the Developer would be responsible for construction management and asked who would write the check to the contractor. Mr. Wrathell stated that three procedures could be employed:

1. The Developer constructs the improvements and, upon completion, the District acquires them, via a Bill of Sale, and take ownership of the improvements and, when the requisition is submitted, the Developer provides all of the proofs-of-payment made to that contractor and lien releases are processed.
2. The District, itself, bids for the construction work, hires a site contractor to do the work directly, which comes before the Board and then makes a selection. Under that scenario, the contractor is compensated through AIA payouts and the District Engineer reviews, certifies and ensures the completed work.
3. The Developer has the site contractor already engaged and then there is an assignment or partial assignment of the Master Site Contractor Agreement to the District. In this

instance, Mr. Wrathell envisioned acquiring the completed improvements so the Developer plays a lead role in privately bidding out that work, which they are incentivized to obtain the best prices and, when the time comes to acquire the improvements, Mr. Bass would review everything to be acquired.

Mr. van Assenderp asked if Management still categorized that as one of the ways that the District managed construction, by acquiring the construction. Mr. Wrathell replied affirmatively. Mr. van Assenderp stated that it was critical that District Staff monitored the construction methods and materials, otherwise they could not advise the Board to acquire something that was not properly monitored. Mr. Wrathell stated that the District Engineer committed himself to doing that, on the record, earlier in the meeting. In response to a Board Member's question regarding the Bond Underwriter, Mr. Wrathell stated the Mr. Reagan will initially review the Engineer's Report, and Management would proceed to secure the financing and produce a number of agreements and a Bond Trust Indenture would be adhered to in order to acquire everything that should be acquired. Mr. Yates stated that Mr. Bass understood that the District's planned use of funds must be supported by the accountant on both sides. Mr. van Assenderp asked whether the Board had any further questions for Mr. Wrathell regarding the Methodology, prior to motioning the Board to accept the report and adopt it as its Methodology, Mr. Yates stated that he had no further questions.

**On MOTION by Mr. Phipps and seconded by Mr. Singletary, with all in favor, the redline version of the Updated Master Special Assessment Methodology Report, dated December 6, 2017, was approved.**

**FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2018-02, Designating a Date, Time and Location of a Public Hearing Regarding the District's Intent to Use the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Special Assessments as Authorized by Section 197.3632, Florida Statutes; Authorizing the Publication of the Notice of Such Hearing; and Providing an Effective Date**

Mr. Wrathell presented Resolution 2018-02. In response to a Board Member’s question regarding assessment collections, Mr. van Assenderp reiterated that the Methodology was very efficient and the collection rate was very high. Mr. Wrathell suggested scheduling the Assessment Public Hearing on February 7, 2018 at 1:00 p.m., at this location, which was the regularly scheduled February Board Meeting date.

**On MOTION by Mr. Lamb and seconded by Mr. Singletary, with all in favor, Resolution 2018-02, Designating a Date, Time and Location of February 7, 2018 at 1:00 p.m., at this location for a Public Hearing Regarding the District’s Intent to Use the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Special Assessments as Authorized by Section 197.3632, Florida Statutes; Authorizing the Publication of the Notice of Such Hearing; and Providing an Effective Date, was adopted.**

**SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2018-03, Declaring Special Assessments; Indicating the Location, Nature and Estimated Cost of Those Improvements Whose Cost is To Be Defrayed By the Special Assessments; Providing the Portion of the Estimated Cost of the Improvements To Be Defrayed By the Special Assessments; Providing the Manner In Which Such Special Assessments Shall Be Assessed, Imposed and Levied; Providing When Such Special Assessments Shall Be Assessed, Imposed and Levied; Designating Lands Upon Which the Special Assessments Shall Be Levied; Providing for an Assessment Plat; Adopting a Preliminary Assessment Roll; Providing for Publication of this Resolution; Providing for an Effective Date**

Mr. Wrathell presented Resolution 2018-03. Mr. van Assenderp stated that the Statute was antiquated and requested permission to review and edit the Resolution to protect the Board.

**On MOTION by Mr. Phipps and seconded by Mr. Singletary, with all in favor, Resolution 2018-03, Declaring Special Assessments; Indicating the Location, Nature and Estimated Cost of Those Improvements Whose Cost is To Be Defrayed By the Special Assessments; Providing the Portion of the Estimated Cost of the Improvements To Be Defrayed By the Special Assessments; Providing the Manner In Which Such Special Assessments Shall Be Assessed, Imposed and Levied; Providing When Such Special Assessments Shall Be Assessed, Imposed and Levied; Designating Lands Upon Which the Special Assessments Shall Be Levied; Providing for an Assessment Plat; Adopting a Preliminary Assessment Roll; Providing for Publication of this Resolution; Providing for an Effective Date, subject to District Counsel’s review and approval, was adopted.**

**SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2018-04, Setting a Public Hearing for the Purpose of Hearing Public Comment on Assessing, Imposing and Levying a Special Assessment on Certain Property within the District in Accordance with Chapters 170 and 190, Florida Statutes; Providing for an Effective Date**

Mr. Wrathell presented Resolution 2018-04. He recommended scheduling the Public Hearing for February 7, 2018 at 1:00 p.m., at this location. Mr. van Assenderp requested permission to review and edit the Resolution.

**On MOTION by Mr. Lamb and seconded by Mr. Phipps, with all in favor, Resolution 2018-04, Setting a Public Hearing for the Purpose of Hearing Public Comment on Assessing, Imposing and Levying a Special Assessment on Certain Property within the District in Accordance with Chapters 170 and 190, Florida Statutes; for February 7, 2018 at 1:00 p.m., at this location, Providing for an Effective Date, subject to District Counsel’s review and approval, was adopted.**

**EIGHTH ORDER OF BUSINESS**

**Approval of Unaudited Financial Statements as of October 31, 2017**

Mr. Wrathell presented the Unaudited Financial Statements as of October 31, 2017.

**On MOTION by Mr. Singletary and seconded by Mr. Phipps, with all in favor, the Unaudited Financial Statements as of October 31, 2017, were approved.**

**NINTH ORDER OF BUSINESS**

**Approval of November 1, 2017 Regular Meeting Minutes**

Mr. Wrathell presented the November 1, 2017 Regular Meeting Minutes and asked for any additions, deletions or corrections.

**On MOTION by Mr. Singletary and seconded by Mr. Phipps, with all in favor, the November 1, 2017 Regular Meeting Minutes, as presented, were approved.**

**TENTH ORDER OF BUSINESS**

**Other Business**

There being no other business, the next item followed.

**ELEVENTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Mr. van Assenderp requested permission to file a new validation in Circuit Court because the old validation judgment was 10 years old; however, there was no legal reason to compel getting a new validation judgment, as the old one, under State law, was forever binding and there were no significant changes in the Engineer’s Report or the Methodology. He also requested the authority to investigate and decide whether it was a good idea, between now and February, to confer with the State Attorney, Mr. Jack Campbell, who represented all of the property owners, to inform him that there were no changes to note. A Board Member inquired about the judgment. Mr. van Assenderp replied \$70 million and reiterated that there was no legal reason to obtain a new validation order but he wanted to be prepared, in the event the District was challenged. The Board consented to Mr. van Assenderp’s request. In response to a question, Mr. Wrathell stated that a motion was not necessary. Secondly, Mr. van Assenderp asked for Board authorization to file the petition for Leon County to contract the boundary of this District to take out the commercial property that was sold. The Document was drafted and signed and he



would like to direct Mr. Charles Gardner to proceed with filing the document with the County. He doubted that another vote was necessary. The Board consented to Mr. van Assenderp's request to proceed with the acreage removal and amend the Ordinance.

**B. Engineer**

Mr. Wrathell stated that Mr. Bass previously exited the meeting.

Mr. Wrathell asked if Mr. Reagan had anything to add to the bond discussion. Mr. Reagan stated that he needed further clarification on the validation and would contact Mr. van Assenderp separately as he did not want to take up any more of the Board's time.

**C. Manager**

**i. NEXT MEETING DATE: January 3, 2018 at 1:00 P.M.**

Mr. Wrathell stated that, since there was no need for a January meeting, it would be cancelled and the next meeting will be on February 7, 2018 at 1:00 p.m., at this location.

**TWELFTH ORDER OF BUSINESS**

**Audience Comments/Supervisors  
Requests**

There being no audience comments or Supervisors' requests, the next item followed.

**THIRTEENTH ORDER OF BUSINESS**

**Adjournment**

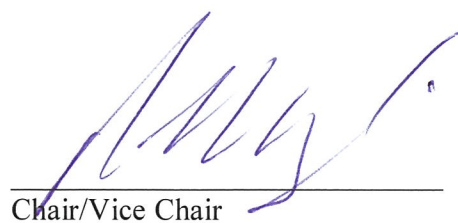
There being nothing further to discuss, the meeting adjourned.

**On MOTION by Mr. Phipps and seconded by Mr. Lamb, with  
all in favor, the meeting adjourned at 3:43 p.m.**

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



Secretary/Assistant Secretary



Chair/Vice Chair