

**MINUTES OF MEETING
HUNTER'S RIDGE
COMMUNITY DEVELOPMENT DISTRICT NO. 1**

The Hunter's Ridge Community Development District No. 1 Board of Supervisors held a Special Meeting on March 14, 2019 at 9:00 a.m., at 21 Heron Wing Drive, Ormond Beach, Florida 32174.

Present at the meeting were:

Howard Lefkowitz	Chair
Charles Lichtigman	Vice Chair
Steve Thompson	Assistant Secretary
Patricia Hall	Assistant Secretary

Also present were:

Howard McGaffney	District Manager
Mark Watts	District Counsel
Randy Hudak	District Engineer
Thomas Eldredge	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. McGaffney called the meeting to order at 9:03 p.m. Supervisors Lefkowitz, Lichtigman, Hall and Thompson were present in person. One seat was vacant.

SECOND ORDER OF BUSINESS

Public Comments

There being no public comments, the next item followed.

THIRD ORDER OF BUSINESS

Consider Partial Assignment and Assumption Agreement

Mr. Watts presented the Partial Assignment and Assumption Agreement. Mr. Watts explained that BADC, the Landowner, was assigning all the rights to the site contractor contracts to the District, for the infrastructure improvements defined in the Engineer's Report, so that the District has a direct contract with the site work contractor and pay directly from the bond proceeds. The following information would be inserted:

Disclaimer: These summary minutes are intended to highlight the topics discussed, items being considered and actions taken.

Whereas clauses: Site contractor is JD Webber Construction Inc. (JDWC). Contract date is January 21, 2019. The final updated Engineer's Report was dated December 7, 2018.

Mr. Watts stated that soft-costs, such as permitting, engineering and other costs for the District work to be completed, were covered. A Board Member asked if the purpose of this was to cover all soft and hard costs, provided they fall under the auspices of the CDD. Mr. Watts replied affirmatively, provided it falls under the costs related to District work, as defined in the Engineer's Report. Regarding whether non-hard cost expenditures, expended prior to the closing, could be remitted to BADC, since they expended those funds on District activities. Mr. Watts stated that this Agreement would enable the District to use the capital account to pay the contractor directly, once the work is certified completed and the contractor submits a requisition. Regarding prior costs, BADC would submit a requisition to the District for payment. The requisition process, total amount of the contract, anticipated net bond proceeds, the Engineer's Report and certification, whether to place a cap on the funds, change orders, cost overruns, the Trustee, the Indenture, internal controls and soft costs, were discussed.

Regarding the District Engineer costs, Mr. McGaffney stated that some of the District Engineer's prior costs would come from the bond proceeds but their work, going forward, would be paid out of the District's approved budget. A Board Member stated his primary concern was having enough funding to cover everything, with no shortfall, and that the District has approximately \$300,000 in unassigned funds that will not be released until the project is completed. Discussion ensued regarding what happens if funds remain in the construction account, how expenses are paid if there is a deficiency in the construction account, etc. Mr. Lefkowitz asked if any funding deficiencies would be made up by the Developer. Mr. Watts replied affirmatively and explained that, if the deficiency relates to the elements of the contract that deal with the infrastructure included in the Engineer's Report, then the Developer would fund the District and the District would pay the contractors.

On MOTION by Mr. Lichtigman and seconded by Mr. Thompson, with all in favor, the Partial Assignment and Assumption Agreement by and between BADC Huntington Communities, LLC and Hunter's Ridge CDD No. 1, as prepared by District Counsel, effective March 14, 2019, was approved.

In response to a question regarding the next steps, Mr. Lefkowitz stated that District Counsel would facilitate the formal assignment of the contract.

- Administration of Oath of Office to Newly Appointed Supervisor
- Designation of Newly Appointed Supervisor as Assistant Secretary

There were no nominations; this item was deferred.

FIFTH ORDER OF BUSINESS

Other Business

Mr. Lefkowitz stated that, in January, the community was based on 326 lots but is being recast at 322 lots and asked when the Board should advise of the need to recalculate the bond assessments. Mr. Watts stated that the True-up Agreement has benchmarks and the situation is evaluated at each benchmark during the platting and development process, to determine if a true-up is necessary. Mr. McGaffney and District Counsel would review the True-up Agreement and a discussion of it and the true-up mechanism may be included on the next agenda.

SIXTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel: *Cobb Cole*
There being no report, the next item followed.
- B. District Engineer: *Zev Cohen and Associates, Inc.*
There being no report, the next item followed.
- C. District Manager: *Wrathell, Hunt and Associates, LLC*

- **NEXT MEETING DATE: June 6, 2019 at 3:30 P.M.**

The next meeting will be held on June 6, 2019 at 3:30 p.m., at a new location.

SEVENTH ORDER OF BUSINESS

Board Members' Comments/Requests

There being no Board Member comments/requests, the next item followed.

EIGHTH ORDER OF BUSINESS

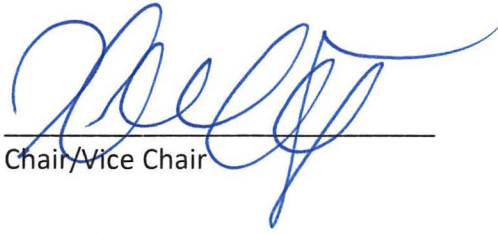
Adjournment

There being no further business to discuss, the meeting adjourned.

On MOTION by Mr. Lefkowitz and seconded by Mr. Thompson with all in favor, the meeting adjourned at approximately 10:00 a.m.



Secretary/Assistant Secretary



Chair/Vice Chair