IN THE SUPREME COURT OF FLORIDA

MARTIN KESSLER,
and WILLIAM MANN, ET AL.
Appellants

CASE NO.: SC17-1806
Consolidated SC17-1807
vs. Lower Tribunal No(s):
532016CA004023000000

POINCIANA COMMUNITY DEVELOPMENT DISTRICT, ET AL.
Appellee

_____/

Appellant Pro se comes now to reply to the State's Answer. The State envisions it's role as a duty to assist the court by responding to briefs on appeal as matter of course and to inform the court of the several circumstances in which the court can either affirm or reverse, in the opinion of the State. The State itself takes no position on the correctness of the Appellant's contentions.[Page 7]

To prevent confusion as a result of the case consolidation between co- appellants this Appellant will be designated as Appellant Pro se.

This Reply Brief also provides Appellant Pro se an opportunity to clarify specific areas of disagreement to the extent necessary to correct any ambiguity or misunderstanding that may have resulted in the reading of his Initial brief.

As it is said nothing pleases a Court more than brevity - this has been a long drawn-out 2-year tiresome quarrelsome event -- Appellant will address his reply primarily to only the one essential issue with which he is concerned -- his allegation that the District has failed to comply with the essential requirements of the law in one particular aspect that has never arisen in Bond Validation proceedings heretofore, i.e., Chapter 190.016(1)(c). A thorough computer search was conducted by the research librarian of the Florida A&M Law school and throughout the history of Bond validation proceedings no case was retrieved where an intervenor ever raised the issue of failure to comply with that *specific sub-section* of the law.

There were many other issues litigated and argued at trial , such as the public purpose of bonds, the special and peculiar benefits to property, the allocation of special assessments, a problem relating to discovery practice, several forms of real estate valuation methodologies, the claim of undue influence in contract negotiation, the overvaluation of assets by developers, the claim of unjust

enrichment to private parties, the arbitrary and capricious actions of the Districts, who is or is not legally entitled to make an evaluation and call it an "appraisal" that will not be addressed in this reply.

It is the differing interpretations of Chapter 190.016 (1)(c) F. S. held by the parties and by the Court in the action below. which brings us round to the main issue; namely, how exactly are litigants and the court to understand the application of a law to a set of facts when at the lower court the Plaintiff had two interpretations, the Defendant another and the Court still another, and this is precisely the point at issue before the court where the State's reference to *in pari materia* is clearly appropriate and on point. [A term which only applies when the particular statue is ambiguous. [Black's Dictionary, page 544, 6th Edition]

The ambiguity is legally analyzed by the State on pages 12 -17. The State has previously alerted the Lower Court of a "related case", the case in question being the District's attempt to seek Bond Validation once again that leaves the validation controversy capable of repetition and unresolved but "likely to reoccur" as the Appellant Pro se will be repeating once again his averment that the District is in violation of the essential requirements of the Law.

COMMENTARY ON STATE'S ANSWER

Appellant Pro se will format his reply by quoting a specific statement by the State the Appellant pro se believes is in need of clarification followed by his rebuttal.

Answer Page 2: ".....they [Appellants] contend that the Districts improperly valued the property at issue

Reply: That is not exactly correct. Appellant Pro se has on too many occasions repeatedly asserted the Districts have never valued the property to be purchased at fair value , properly or improperly, The Districts have never announced a fair value of the property but only the purchase price to be paid, not for the fair economic value of the property per se in dollar terms. If one side of the equation of exchange is equal to the other they have yet to say so.

Of special interest to Appellant Pro se is the portions of the Appellee's Answer that relate to Chapter 190.016(1)(c). which the State treats in several pages at different times. Appellant Pro se sees no point in an extended replay of the issues that are well defined in his initial brief but only to clarify some comments in the Answer. Accordingly our reply below on this issue will be brief.

Answer Page 2 Appellant Kessler seeks a determination of this Court that§ 190.016(1)(c) Fla. Stat. (2017) requires all transactions entered into by local government to raise money to acquire property.....,

Reply: Kessler's argument in his Initial brief is directed to and only to a Community Development District as is made abundantly clear in his conclusion. The State's wording -" all transactions entered into by local government " may have been misread as the phrase " all elements of government" will be found on page 15 of Kessler's Initial brief. In that paragraph Kessler was speaking of a desideratum in principle to be desired as explained within the context of the paragraph. Would "unjust " valuations be the acceptable norm for all government? The Answer is self-evident.

Answer Page 2: .....involving the sale of bonds backed by non-*ad valorem* special assessments, to be at fair value as determined by a property appraiser, regardless of the plain language of the statute .....

Reply: There is nothing plain about the language of the statute and is precisely the point at issue before the court. The "plain" language, is interpreted by the parties in three different ways.

Answer Page 2 .....ostensibly restricting fair value analysis to situations where one is being paid directly with bonds issued in exchange for such property. *See generally Kessler Brief.*

Reply: That error is exactly Kessler's point --for one to hold -- as did the Appellee and if I read the lower court correctly, one would need to assume that a seller who will readily agree to accept being paid with paper bonds and not legal tender [paper cash] as the selected medium of exchange is the only event that triggers a requirement to comply with 190.016(1)(c) of the statute is illogical and adverse to rational common sense. Why? Because no District would ever choose to use bonds as the medium of exchange if by using cash the district escapes the reach of the law requiring a property to be purchased at its fair value and the seller by accepting bonds as currency risks purchasing power loss if interest rates increase.

Answer P16. Here the State quotes the pertinent section of Chapter 190.016(a)(b)(c), F.S.

(a) The money paid for the bonds; (b) The principal amount, plus accrued interest to the date of redemption or exchange, or outstanding obligations exchanged for refunding bonds; and (c) In the case of special assessment or revenue bonds, the amount of any indebtedness to contractors or other persons paid with such bonds, or the fair value of any properties exchanged for the bonds, as determined by the board.

Reply: Appellant Pro se is not equipped to explore the internal logic of alternative interpretations of a statute. The several uses of the word "exchange" as

used in the statute is the source of the confusion. We first observe the word "exchange" in section (b) the Act is using Bond Market terminology relating to a refunding operation in which today's bonds are a "redemption" or "refunding" or is "exchanged" by a new series of bonds for an earlier series of bonds. Then, in section (c) there are two conditions that pertain only to special assessment or revenue bonds. The first condition is " the amount of any indebtedness to contractors or other persons paid with such bonds" and the second condition is ***"or*** the fair value of any properties exchanged for the bonds. [My emphasis] In the first condition the legislature used the phrase " paid with" and in the second "exchanged for" as both terms equally presume a legal consummation of an obligation . As the Board is under contract to "pay for" properties using legal tender - cash, not bonds - the second condition "exchange for bonds" does not apply in the instant case as bonds are not legal tender and cannot be used to "pay for" or be used to "exchange" for properties. Appellant Pro se holds by including the words "fair value of properties exchanged for the bonds" in section (c) implies the determination of "fair market value" of any property to be "paid for" is the obligation imposed independent of the medium of exchange and "fair value" is understood to mean exactly as the term is expressed throughout Florida Law and in many Judicial Acts.

CONCLUSION

A Reply Brief by Appellants Pro se is not the place to reargue all the points already made in his Initial brief but will state once again there is one and only one issue the resolution of which will resolve many issues affecting over 600 Community Development Districts in the State of Florida, a matter of great importance to millions of citizens if the Court's elects to reply to this one leading question affirmatively, viz:

" Is a Community Development District required to comply with the text in Chapter 190.016(1)(c), *Florida Statues,* to make a fair value computation of products to be purchased when making payment to satisfy a financial obligation using any acceptable medium of exchange"

The State as Appellee wisely concluded its Answer with the following advice to the court": "The scope of validation proceedings necessarily is narrow, but if the lower court improperly restricted discovery or erred in its findings relating to the developer's influence over the proceedings or the Districts' public purpose, this Court may discern that an injustice has taken place. If the Court does, then its course is clear. If not, then it should affirm".

Respectfully submitted

/s/ Martin Kessler,
Appellant, Pro se

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been provided on this 13 day of November, 2017 to:

Stuart Markman	SMarkman@kmf-law.com
	PLawhead@kmf-law.com
Michael C Eckert	michaele@hgslaw.com
	christineb@hgslaw.com
Douglas M Smith	dougs@hgslaw.com
	shelleyl@hgslaw.com
Lindsay Whelan	lwhelan@hgslaw.com
Michael A Alao	michaela@hgslaw.com
	lindah@hgslaw.com
Robert Charles Gang	gangr@gtlaw.com
Victoria Jacquelyn Avalon	vavalon@sao10.com
	appeals.felonypolk@sao10.com
Courtney M. Keller	kellerc@gtlaw.com
	nef-iws@gtlaw.com
	FLService@gtlaw.com
Jeffrey Carter Andersen	candersen@bushross.com
	ksalter@bushross.com
Harold D Holder III	hholder@bushross.com
	aflowers@bushross.com

/s/ Martin Kessler,
Appellant Pro se,

CERTIFICATE OF COMPLIANCE

I certify that the lettering in this brief is (Times New Roman 14-point Font or Courier New 12-point Font) and is double spaced that complies with the font requirements of Florida Rule of Appellate Procedure 9.210(a)(2).