

Central Florida Tourism Oversight District

BOARD OF SUPERVISORS

**May 10, 2023
9:30 a.m.**

**Central Florida Tourism Oversight District
Board of Supervisors Meeting**

Agenda

May 10, 2023

9:30 a.m.

1. CALL TO ORDER
2. OPENING INVOCATION
3. PLEDGE OF ALLEGIANCE
4. SAFETY MINUTE
5. PUBLIC COMMENT PERIOD (non-public hearing items)
6. CONSENT AGENDA
 - 6.1 March 29, 2023 Meeting Minutes
 - 6.2 ~~April 19, 2023 Meeting Minutes~~ - Deferred
 - 6.3 ~~April 26, 2023 Meeting Minutes~~ - Deferred
 - 6.4 Ratify actions taken at May 1, 2023 Special Meeting of the Board.
7. INFORMATIONAL ITEMS

No Items
8. REPORTS
 - 8.1 Management Report
 - 8.2 Acting General Counsel Report
 - 8.3 Financial Advisor Report
9. NEW BUSINESS
 - 9.1 Discussion and potential action regarding the selection of a financial firm to assist in setting the utility rates for fiscal year 2024.
 - 9.2 Consideration of Employment Agreement with John H. Classe, Jr. for Special

Advisor to the Board of Supervisors.

- 9.3 Consideration of Employment Agreement with Glenton Gilzean, Jr. for District Administrator.

10. PUBLIC HEARINGS

- 10.1 Resolution No. 641 - A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT CREATING LOBBYIST RULES AND REGULATIONS; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

- 10.2 Resolution No. 642 - A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT CREATING THE ENFORCEMENT CITATION PROGRAM, A SPECIAL MAGISTRATE POSITION AND APPEAL PROCEDURES; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

- 10.3 Resolution No. 643 - A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT ADOPTING THE FLORIDA FIRE PREVENTION CODE AND CREATING REGULATIONS CONCERNING FALSE ALARMS AND ENFORCEMENT MECHANISMS; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

11. UNFINISHED BUSINESS

12. OTHER BUSINESS

13. ADJOURN

APPEALS: All persons are advised that, if they decide to appeal any decision made at a Board of Supervisors hearing, they will need a verbatim transcript of the record of the proceedings. It is the responsibility of every party-in-interest to arrange for a transcript of the proceedings, which must include the verbatim testimony and evidence upon which the appeal is made.

AMERICANS WITH DISABILITIES ACT: The Central Florida Tourism Oversight District is committed to reasonably accommodating the needs of anyone with disabilities who wishes to attend or participate in public meetings. Anyone with a disability who requires a reasonable accommodation should contact the Clerk of the Board, by telephone at (407) 934-7480 or via email (currently at DistrictClerk@rcid.org), no less than one business day (i.e. Monday through Friday, excluding legal holidays) in advance of the applicable meeting to ensure that the District has sufficient time to accommodate the request.

Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 6.1

Page 1 of 1

Meeting Date	
May 10, 2023	
Agenda Item Name	
March 29, 2023 Meeting Minutes	
Requested Action	
Approval of the Meeting Minutes of the March 29, 2023 Board of Supervisors Meeting	
Staff Report	
None	
Additional Analysis	
None	
Fiscal Impact Summary	
None	
Exhibits Attached	
1. March 29, 2023 Meeting Minutes 2. March 29, 2023 Transcribed Meeting	

MINUTES OF MEETING

Board of Supervisors

Central Florida Tourism Oversight District

March 29, 2023

10:00 a.m.

Chair Garcia called the special meeting of the Central Florida Tourism Oversight District Board of Supervisors to order on Wednesday, March 29, 2023, at the The Wyndham Resort, Horizons Ballroom, 1850 Hotel Plaza Boulevard, Lake Buena Vista, Florida.

Those present were Chair Martin Garcia, Vice Chair Michael A. Sasso, Bridget Ziegler, Brian Aungst, Jr. and Ron Peri, constituting a quorum of the Board of Supervisors. Others in attendance included; John Classe, District Administrator; Kurt Ardaman and Dan Langley, District Special Counsel, Tina Graham, District Clerk; and Tracy Borden, Assistant Clerk.

The District Clerk recorded proof of publication of the meeting notice.

Chair Garcia asked the attendees to please stand for the Pledge of Allegiance.

SAFETY MINUTE

Mr. Fernandez presented the safety instructions for the Horizons Ballroom. Mr. Fernandez identified the locations of each exit as well as the evacuation procedures.

PUBLIC COMMENT PERIOD

Elias Rebolledo – United Drivers of Florida – Here to represent 4,000-5,000 Uber and Lyft drivers. Would like to send a message to the Governor regarding amending their new contract and changing law HC221.

Jon Shirey – RCFD Union President – spoke about the appreciation for the new Board of Supervisors and Fire Department concerns.

CONSENT AGENDA

No agenda items

INFORMATIONAL ITEMS

No agenda items

REPORTS

7.1 Management Report

Mr. Classe reported that the 2022 Continuing Disclosure Report for the District was completed and publicly posted online to EMMA, which is the electronic municipal market access to comply with SCC Rule 15C2-12.

Mr. Classe advised that the City Councils of Lake Buena Vista and Bay Lake are having a special meeting on April 6th to address resignations. One member of each city has resigned and the Assistant City Manager for Lake Buena Vista has moved out of state.

Mr. Classe advised the Board that the District's current Financial Advisor is Dunlap & Associates and wanted to address Item 8.3 on the agenda regarding retaining a new Financial Advisor for the District. Although Dunlap & Associates has served the District for many years, staff was considering new firms for future services. Public Resources Advisory Group (PRAG) was on the list to contact for future services. Staff certainly supports the District looking into additional financial advisor services moving forward.

Mr. Classe asked the Board if they would prefer to meet later than 9:30 a.m. for the Board meetings to allow for travel and each preferred to keep the current time.

Mr. Classe reported that staff has been working on the list received from Mr. Langley to update the District's website to meet special district requirements based on state statutes.

Mr. Classe gave a report on the Environmental Sciences department for water quality. 491 sites were visited with 1,729 samples taken and 3,600 test ran. Under mosquito monitoring, we set 223 traps in 56 different locations, and we collected 11,283 mosquitoes and we tested 192 blood samples from our sentinel chickens. Nothing negative to report from the activity.

Mr. Classe gave a report on Building & Safety. 606 permit applications were submitted in February. Permits issued or approved was 884. We had inspections or re-inspections of 4,231. Of those, 495 were elevators and 106 were pools.

Mr. Classe gave a report on Planning and Engineering. We had consistency concept plan or site plan reviews, four of those in the month. Stormwater permanent application reviews were six. Site construction permanent applications were 22. The watering permit applications was five. Right-of-way utilization applications were eight. We have 35 projects outside the district that we are evaluating for stormwater impacts, and we have 44 projects under construction in the district that we conduct weekly construction compliance inspections.

7.2 Special Legal Counsel Report

Mr. Ardaman and Mr. Langley announced they were here as Special Counsel for the District. Mr. Ardaman stated that there were three topics they would like to discuss. They gave a brief summary of the Sunshine Law and the Public Records Law. There was a brief discussion about the Board's policies and needs. The third topic was regarding the development agreement. Mr. Langley went over important functions and duties of the new Board and the District as set forth in the District's Enabling Act HB9B, which was effective on February 27th.

NEW BUSINESS

Item 8.1 – Forbearance Letter for Tide Bay Solar Facility

Mr. Classe advised that this letter extends certain contract dates to allow staff to provide a detailed presentation at the April 12th meeting. After a brief discussion, a motion was made and duly seconded, the Board unanimously approved the request.

Item 8.2 – Additional Special Legal Counsel

Chair Garcia announced that he has two proposals for consideration of additional Special Counsel. After a brief discussion Chair Garcia, asked if there was a motion to hire the Cooper & Kirk Law Firm and the Lawson, Huck and Gonzalez Law Firm as additional Special Legal Counsel. After a brief discussion, a motion was made by Supervisor Aungst and duly seconded, the Board unanimously approved the request. Vice Chair Sasso announced, he has two proposals from local law firms to assist the District as additional Special Counsel. After a brief discussion, Chair Garcia asked if there was a motion to hire Nardella & Nardella Law Firm and Waugh Grant Law Firm as additional Special Legal Counsel. After a brief discussion, a motion was made and duly seconded, the Board unanimously approved the request.

Item 8.3 – Independent Financial Advisor

Chair Garcia gave an overview of the District's needs for an Independent Financial Advisor. PRAG has gone through the RFP process with the State of Florida. After a brief discussion, a motion was made by Supervisor Aungst and duly seconded, the Board unanimously approved the request to hire PRAG as the District's Independent Financial Advisor who will also assist in hiring a new CFO.

Item 8.4 – General Counsel

Chair Garcia announced that a letter of resignation was received last week from Milgram Law Firm. No action required.

Vice Chair Sasso suggested that the District consider hiring an in house General Counsel as a staff member to help ease the workload on the Board. A motion was made by Vice Chair Sasso

to consider hiring a General Counsel and duly seconded, Chair Garcia announced that at the last board meeting Supervisor Aungst suggested hiring the Fishback Dominick Firm as Acting General Counsel. Vice Chair Sasso agreed to amend the motion with the understanding that the Board discuss hiring a full-time staff member of the District to serve as the General Counsel at a later date and to engage the Fishback Dominick Firm to expand the scope of services to include interim General Counsel services. A motion was made by Vice Chair Sasso and duly seconded, the Board unanimously approved the request.

Item 8.5 – Discuss priorities and forthcoming deadlines for the District and direction to District staff and Legal Counsel on the Board’s priorities and deadlines.

Discussed under Other Business

UNFINISHED BUSINESS

No agenda items

OTHER BUSINESS

There was another brief discussion regarding changing the meeting time and all agreed to keep the current 9:30 a.m. meeting time.

Supervisor Peri expressed his concerns with legal fees regarding Disney’s agreements with the District and suggested scheduling a meeting with Disney directly to essentially terminate the agreements and enter into a new agreement identifying the way Disney and the District can work together in the future to benefit both parties. Chair Garcia suggested since the District just hired new Counsel it would be best to get an evaluation of the agreements to help the Board better understand the agreements. Supervisor Peri agreed with Chair Garcia’s suggestion.

Supervisor Aungst requested a brief discussion on agenda items for the April 8th Board meeting. Mr. Classe replied that there will be a follow-up to the Solar Farm Forbearance letter that was approved and extended to April 14th. There will be a full presentation at the April 12th meeting on the solar agreement and hopefully take action on that proposed amendment. There will be an executive session shade meeting to discuss union negotiations. Mr. Classe replied that he would also like to give an update and a detailed presentation of our capital program for our roadway program that will require future actions of the Board.

Supervisor Aungst stated that he has had discussion with Fishback Dominick and Mr. Classe about additional agenda items that he would like to add to near future agendas. We have moved forward under the Act in hiring a General Counsel, the Act also requires the Board to hire a District Administrator, Treasurer and a District Clerk. Supervisor Aungst requested for the job descriptions to be advertised and stated that the current occupants may apply. He requested this topic to be on the next agenda. Chair Garcia requested to postpone the hiring of the Treasurer position until the Board has a better perspective on the District’s financials. A motion was made by Supervisor Aungst to review the job descriptions of the District Administrator and the District Clerk at the next Board meeting and exclude the Treasurer position until further discussion and

duly seconded, the Board unanimously approved the request. Vice Chair Sasso requested an amendment to include the job description for the General Counsel that was approved earlier in the meeting. The Board unanimously approved the request.

Supervisor Aungst stated that he would like to discuss at the next Board meeting the requirements for moving the law enforcement interlocal agreements with the Cities of Bay Lake and Lake Buena Vista over to the District.

Chair Garcia then asked if there was any further business to discuss.

There being no further business to come before the Board, the meeting was adjourned at 12:00 p.m.

1 PUBLIC MEETING BEFORE THE CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT
2 DATE: MARCH 29, 2023
3 REPORTER: SAMANTHA PALMA
4 PLACE: WYNDHAM LAKE BUENA VISTA RESORT
1850 HOTEL PLAZA BOULEVARD
LAKE BUENA VISTA, FLORIDA

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APPEARANCES

ON BEHALF OF THE CENTRAL FLORIDA TOURISM OVERSIGHT
DISTRICT:

Daniel W. Langley, Esquire

A. Kurt Ardaman, Esquire

Fishback Dominick

1947 Lee Road

Winter Park, Florida 32789

Telephone No.: (407) 262-8400

Facsimile No.: (407) 262-8402

E-mail: dlangley@fishbacklaw.com

E-mail: ardaman@fishbacklaw.com

Also Present: Brian Aungst Jr, Board Member; Michael
Sasso, Vice Chair; Martin Garcia, Chair; Bridget
Ziegler; Board Member; Ron Peri; Board Member; John H.
Classe, Jr; District Administrator; Elias Rebolledo;
Speaker, Jon Shirey; Speaker



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PROCEEDINGS

EXHIBITS
(None Marked)



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1 PROCEEDINGS

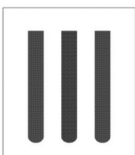
2 MR. GARCIA: Good morning, and welcome. Let's
3 begin the meeting with the Pledge of Allegiance.
4 Please stand.

5 GROUP: We pledge allegiance to the flag of the
6 United States of America, and to the republic for
7 which it stands, one nation under God, indivisible,
8 with liberty and justice for all.

9 MR. GARCIA: Mr. Classe, I understand you have
10 a safety matter?

11 MR. CLASSE: Yes, sir. Mr. Fernandez will take
12 care of that for us.

13 MR. FERNANDEZ: Thank you, Mister -- thank you,
14 Mr. President, and thank you to our guests and
15 visitors. Please direct your vision to the exit
16 signs. If we do need to evacuate for some reason,
17 you can exit from the door that you entered, or this
18 door over here. Please use the staircase and avoid
19 the elevators and make your way to the opposite ends
20 as far as far away from the building as you can
21 until emergency personnel arrives and gives us the
22 all clear to come back in. There are AEDs and first
23 aid kits in this building, so in the event that we
24 need those, we'll go ahead and use those for any
25 healthcare issues. Thank you very much and enjoy

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1 the meeting.

2 MR. GARCIA: Thank you. And now, public
3 comments. I understand we have two. There's a
4 speaker representing an Uber group, could you please
5 come to the podium? And sir, please tell us your
6 name and who you represent, if you could speak from
7 there, please.

8 MR. REBOLLEDO: Good morning, my name is Elias
9 Rebolledo, and I'm here with a group of Uber and
10 Lyft drivers representing close to four or 5,000
11 members of the transportation business part of the
12 group. The reason we are here is because we are
13 asking for help to get our new contract that we need
14 to amend, because it's terribly wrong affecting four
15 or 5,000 families that do Uber and Lyft. That is to
16 say, we need help to see if we can get some contact
17 with the governor. And the law that we're trying to
18 change is HC221. It hasn't been changed since 2017,
19 I believe, and we need to change it. And that's the
20 reason we want to ask for your -- for your help.
21 And we have one part of the document that one of the
22 guys is going to give you, and if you can please
23 help us to check it out and see if we can get some
24 help to change it. It's affecting a lot of us with
25 the -- with everything they're doing wrong with the



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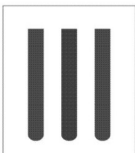
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1 drivers in the city and practically all the entire
2 Florida. So this is the reason that we are here, to
3 ask. And I know there's not enough time for me to
4 read the whole page, but if they can check it out
5 for us, we will really appreciate if you can
6 cooperate with us to get the meeting with the
7 governor, we're willing to go to Tallahassee. Okay.
8 So the only part that I can read to you with the
9 time that I have is that the contract was done in
10 2017. They have never changed it and they keep
11 increasing the prices for the riders, but they never
12 change the way they pay the drivers. And every time
13 they would get a new contract, we have no choice.
14 They ask us, "Accept the contract as it is or you
15 can't drive." And they keep taking more and more
16 every time. So we tried meeting with Marco Rubio and
17 they tried to do something, but we never have any
18 answers. So now we need to go to Tallahassee and
19 see if we can talk to any representative from the --
20 Mr. Marco Rubio and Mr. Ron DeSantis and see if they
21 can do something to help us change what is wrong
22 with the contracts. And for that, we want, in
23 behalf of all the drivers, we want to appreciate the
24 time that you want to give us to express our
25 concerns that will help over 5,000 families right

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1 now here in Central Florida. Sir, I thank you for
2 your time.

3 MR. GARCIA: Sir, thank you for your comments
4 and thank you for the service that you provide the
5 district.

6 MR. REBOLLEDO: Okay, thank you.

7 MR. GARCIA: I understand there's another
8 speaker, Mr. Chevy, Jon Chevy?

9 MR. SHIREY: Shirey, sir.

10 MR. GARCIA: Jon Shirey.

11 MR. SHIREY: Good morning and thank you, Mr.
12 Chairman. And it is Jon Shirey, I appreciate the --

13 MR. GARCIA: I'm sorry about that.

14 MR. SHIREY: No, that's all right. No problem.
15 First of all, good morning to the members of the
16 board. It's great to see you guys this morning. I
17 just wanted to start off by thanking those of you
18 who've taken the time to meet with us, you know, in
19 person and to let you know just how well received
20 the station visits were with the firefighters. And
21 we have 20- and 25-year employees that have said,
22 they've never once had a conversation with a member
23 of this board, much less had you guys come to the
24 stations and actually had that dialogue. So it was
25 just really well received. So I wanted to start off



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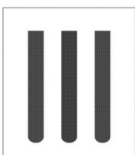
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1 with that. And then a follow-up, you know, for the
2 members that we haven't had a chance to meet with,
3 you know, we really look forward to being able to
4 schedule that time with you guys. I think the guys
5 in the firehouses would really love to sit and chat
6 with you and just kind of get to know you and for
7 you to know them and what we do. So I appreciate
8 that. I also wanted to let you know that we resumed
9 our contract negotiations with the district on
10 Monday. Of course, we had declared impasse towards
11 the end of last year. We presented a full contract
12 proposal to the district in which, my understanding
13 is they are currently in the process of costing that
14 out. I would just encourage that members of the
15 board seek out not only that cost analysis, but
16 maybe your own independent one as the district has
17 kind of a history of presenting some funny amounts
18 sometimes. The last thing I wanted to let you guys
19 know is that there are members of the district that
20 work within the admin building. They're not
21 firefighters or covered by the firefighter union,
22 that have come forward and said that they are
23 willing to testify in front of you guys about the
24 goings on within the district, with the previous
25 board, and some of the events that have taken place.

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1 But they are terrified for their jobs if they speak
2 out, and so they would just ask that if there's a
3 way to provide them some kind of protection, that
4 they would be more than willing to come forward and
5 speak to you on anything that you guys would like to
6 know about. And with that, I appreciate your time.
7 Thank you very much.

8 MR. GARCIA: Thank you for your comments and
9 thank you for your service to the district. There
10 are no consent items or information items, so we
11 will move the reports. And first management
12 reports. Mr. Classe?

13 MR. CLASSE: Yes, sir. Thank you, Mr.
14 Chairman. I do have a few things to go over and
15 update the board members on. First, in no
16 particular order, for your information, the 2022
17 continuing disclosure report for the district was
18 completed and publicly posted online to EMMA, which
19 is the electronic municipal market access to comply
20 with SCC Rule 15C2-12. The report is prepared
21 annually and contains information on our annual
22 revenue, expenditures, ad valorem debt and utility
23 revenue bonds. Each bond and bank note is listed
24 along with debt payment schedules, information on
25 the highest taxpayers, and utility customers are



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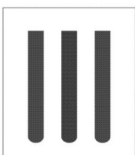
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1 also included. The report is required to be
2 completed by the end of March, and that report was
3 completed yesterday and is also posted on the
4 district website. As requested by Mr. Aungst, who
5 wanted to be kept informed about any activities with
6 the cities, the two cities, I want to let you know
7 that -- inform them that the city councils of Lake
8 Buena Vista and Bay Lake are having a special
9 meeting on April 6th to address two resignations.
10 One member of each city council has resigned and the
11 city -- assistant city manager for Lake Buena Vista
12 moved out of state. So the meetings are to replace
13 the city council members and replace the city
14 manager. That is the only business on the agenda
15 for those two meetings. Later on the agenda,
16 the board will consider retaining a public resources
17 advisory group as the district financial advisor. I
18 just want to let you know that the district's
19 current financial advisor, Dunlap Associates, has
20 provided FA services for many years. Whenever the
21 board has directed staff to proceed with additional
22 bond financing, it was our opinion to consider
23 additional firms to provide those FA services in the
24 future, and PRAG was on the list to contact for
25 those future services. So staff certainly supports

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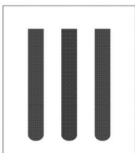
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1 the district looking into additional financial
2 advisor services moving forward. So I think we're
3 supportive of that. Kind of an administrative item.
4 For future board meetings, I'm suggesting that we
5 shift the time to start the meetings to 1:00 and
6 that way it'll give us, rather than 9:30 or 10:00,
7 that will give the West Coast folks a little bit
8 more time to get over in the morning, but also give
9 us plenty of runway before we run into any other
10 mealtimes. So if we start a meeting at 10:00 and we
11 have a four-hour meeting, lunch is kind of in the
12 middle of that and could be difficult. So just
13 throwing that out for your consideration. Perhaps
14 you can talk about that later on under new business.
15 Regarding the district website, we've been working
16 with Kurt Ardaman and Daniel Langley, making sure
17 that our district website is up to speed and meeting
18 special district requirements based on state
19 statutes. Dan has given us a listing of things to
20 work on to make sure our website is current, and our
21 team is meeting next week to proceed in those -- in
22 that direction. So we hope to have our website
23 confirmed or update things as we need to in the very
24 near future. And lastly, I just want to report on
25 some of our regulatory activities that we do on a

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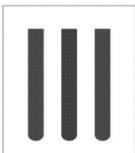
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1 monthly basis. This is what we have done in the
2 past board. We would provide a monthly update on
3 the previous month activity with all of our
4 regulatory operations. So I just want to highlight
5 a few of those with you. In future board meetings,
6 I can go ahead and put this in writing and just put
7 that as an informational item, and that's with your
8 -- with your pleasure, we'll do it in that
9 direction. So underneath environmental sciences for
10 water quality, we visited 491 sites with 1,729
11 samples taken and 3,600 tests run. Under mosquito
12 monitoring, we set 223 traps in 56 different
13 locations, and we collected 11,283 mosquitoes and we
14 tested 192 blood samples from our sentinel chickens.
15 Nothing negative to report from all that activity,
16 just wanted to let you know that we are very busy in
17 the environmental sciences world. Under building
18 and safety, 606 permit applications were submitted
19 in the month of February. Permits issued or
20 approved was 884. We had inspections or re-
21 inspections of 4,231. Of those, 495 were elevators
22 and 106 were pools. Under planning and engineering,
23 we had consistency concept plan or site plan
24 reviews, four of those in the month. Stormwater
25 permanent application reviews were six. Site

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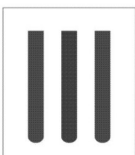
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1 construction permanent applications were 22. The
2 watering permit applications was five. Right-of-way
3 utilization applications were eight. We had -- we
4 have 35 projects outside the district that we're
5 evaluating for stormwater impacts, and we have 44
6 projects under construction in the district that we
7 conduct weekly construction compliance inspections.
8 That's all I have to report.

9 MR. GARCIA: Any questions from the board or
10 comments? Next, legal counsel's report.

11 MR. ARDAMAN: Yes, Chairman, board members,
12 thank you very much. Kurt Ardaman, Dan Langley here
13 as special counsel for the district. Three things
14 that that we have for you this morning, and I'll
15 talk about them real briefly. The first is a
16 summary, brief summary, of the Sunshine Law and the
17 Public Records Law. The second item, we'll talk
18 briefly about the board policy needs. Third item
19 we'll talk about are the development agreement and
20 restrictive covenant that you should have received a
21 copy -- of which you should have received a copy a
22 week and a half ago, or last week. And Dan will talk
23 about that principally, but we'll both chime in.
24 Sunshine Law and Public Records. Most of you
25 already understand that and you know the rules and



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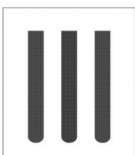
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1 regulations, but it -- for those of you that don't,
2 this is help -- hopefully be helpful, and for those
3 of you that do, it may trigger some questions and
4 remind you of some things that are important. We
5 are not general counsel, but we think this is
6 regardless important for the board to understand
7 these and to remind the board that the board is
8 subject to the Sunshine Law and subject to the
9 Public Records Law. The law has been applied -- the
10 Sunshine Law has been applied to any meeting or any
11 gathering of two or more members of the board to
12 discuss any matter that relates to district
13 business, whether that business has come before the
14 district or has a board action or not. So that
15 would be a meeting. This clearly noticed advertised
16 meeting and discussions here are a meeting under the
17 Sunshine Law, but that doesn't have to be the only
18 time, if you meet outside of the -- if you meet
19 outside of this, that would constitute a meeting, if
20 you're talking or discussing any type of district
21 related business. The requirements for a meeting
22 are three under Florida law, one is that they must
23 be open to the public, those meetings, whether it's
24 two or more including this meeting. There must be
25 reasonable notice provided for that meeting, and

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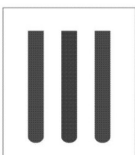
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1 minutes must be taken. The statutory requirements
2 for the minutes are not specific, so minutes can be
3 extremely detailed or they can be more summary
4 oriented. The key to the Sunshine Law in our
5 opinion, is not to have any discussion with any
6 other member of our board, between you and another
7 member of the board, unless it is during a public
8 meeting. Those meetings include the following
9 items, communications by in-person where you're
10 talking one-on-one or in a group, e-mail, social
11 media, internet logs and the like, memos, mail
12 passing notes, and communications are all --
13 constitute meetings under the way the law is crafted
14 in Florida today. Telephone calls, texts between
15 board members would be a meeting if you're
16 discussing public business. You certainly can call
17 another board member up, and say, "Hey, you want to
18 go to lunch? Let's talk about the weather." But
19 the perception there is it's not good. Our
20 recommendation is that you just do not meet outside
21 of a public meeting with other board members, unless
22 publicly noticed, the public has an opportunity, and
23 minutes are taken. Sometimes the media or others
24 can get involved and you'll have a communication
25 from a -- from a constituent, from a property owner,

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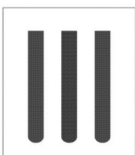
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1 from a -- from a news reporter, and you have to be
2 careful not to allow that person who would be a
3 liaison to communicate matters relating to the
4 district back and forth between you and the other
5 board member. Our suggestion is during the meeting,
6 not to whisper to one another or to pass notes back
7 and forth, just one, for the perception, assuming
8 even it's time for a break, even though that's not a
9 violation, the perception is of concern. When you
10 receive an e-mail with respect to the district, you
11 may see that the e-mails that we send and that Mr.
12 Classe sends to you, say, "Do not reply," because --
13 if there's another board member on it, because you
14 do not want to get into the position of responding,
15 even accidentally to another board member, because
16 it's related to city business. So be very cautious
17 in your e-mails when you -- if you receive an e-mail
18 that includes in the CC line, other -- another board
19 member or board members. If you have any questions
20 or comments about a district's, staff member's e-
21 mail to you, reply only to that district staff
22 member or call that district staff member or
23 Administrator Classe. If you have a question about
24 a matter, please call us at any time, we'll be happy
25 to address that. The problem with violating the

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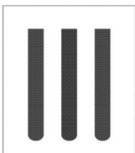
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1 Sunshine Law is the penalties are pretty severe. If
2 you knowingly violate the Sunshine Law, you're
3 guilty of a misdemeanor of the second degree, which
4 is punishable by imprisonment up to 60 days or a
5 fine of \$500, a suspension upon indictment and
6 removal from office upon conviction. Non-criminal
7 penalties for violations are punishable by a fine up
8 to \$500 and reasonable attorney's fees assessed
9 against the violating member. So if you didn't
10 realize there was a violation, it was not an
11 intentional violation, the non- criminal penalty of
12 \$500 would apply. But you don't want to get into
13 that, in any event. Also, the board's actions with
14 respect to if there's a violation, take the
15 decisions of the board and they avoid those
16 decisions. So not talking about, not communicating
17 about matters that are going to come before the
18 board. It's important, not just for your own
19 personal protection, not to do that, but also for
20 the sanctity of the decisions that you make as a
21 board. Briefly, public records, this is quite a bit
22 shorter. Public records are subject to public
23 inspection and proper retention. If you generate,
24 you write it and craft it, whether it's on your
25 computer or on your phone, you write notes about it,

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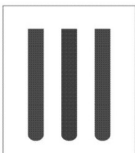
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1 if you generate or you receive a public record
2 during -- as a board member which relates to the
3 district's business, and the district's clerk or the
4 district staff do not have a copy of that, you
5 should provide the district's clerk or whatever the
6 records retention policy of the district is to them
7 so that -- so that you don't have to worry so much
8 about that item being destroyed or lost because it
9 is -- it is a crime to destroy public records. You
10 -- each of you and each member of the district, the
11 employees are records custodians. So be -- please
12 be cautious, even though the district has a clerk
13 and has records retention policies and procedures,
14 each of you is a custodian of your public records,
15 so please bear that in mind when you take notes,
16 when you send things, when you craft matters. That
17 -- that's the quick summary with respect to the
18 Sunshine Law and Public Records. There's a lot more
19 detail, there are a lot of nuances to that that we
20 can provide at a later date, which we like -- we'll
21 do with the board's pleasure. Second item I'd like
22 to briefly talk about are the board's policies and
23 needs. The board does not have any policies as we
24 understand it. We've talked to Administrator
25 Classe, he says that the prior board did not -- did

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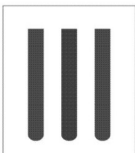
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1 not have board policies. However, the special act
2 that was approved by the legislature and the
3 governor and became effective does set forth a few
4 bare minimum items, and they are as follows. You
5 must meet once a month, as a minimum. Two, a
6 majority of the district that's three or more of the
7 -- of the board constitutes a quorum, seems to make
8 sense, but it's in the act. Third, the act provides
9 for the board to adopt and enforce rules going --
10 rules governing the board's member -- board member's
11 conduct and the board's conduct. So the act doesn't
12 say what you can and cannot do with respect to that,
13 but it says that that is anticipated. It also --
14 the act also provides rules for procedures and order
15 of business and decorum may be set by the board as
16 well. That is essentially all the act really talks
17 about when it comes to procedures and actions by
18 this board. You have the authority to adopt your
19 own board policies and procedures and the rules --
20 and the rules of decorum. And that is highly, highly
21 recommended. To operate without rules is
22 problematic in so many ways. So the sooner the
23 board considers at least some bare minimum matters,
24 and then more as time goes on, as probably I think,
25 in my conversations with Chairman Garcia, some very

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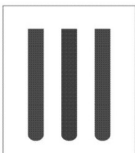
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1 detailed and more in-depth policies. But
2 preliminarily, the chairman runs the meeting, the
3 vice chairman would take his place, how things get
4 on the agenda, those things, our suggestion is to
5 address those early on and then more detailed,
6 comprehensive policies of the board can be adopted.
7 So that's -- those are the first two items. The
8 third item that we would like to talk about is the
9 development agreement. Yes, sir.

10 MR. GARCIA: Yeah, before you go to the third
11 item, let me just comment on the board policies.
12 I've sat on a special district before and I've read
13 the special district statute and I found it highly
14 unusual, very irregular that a board like this was
15 functioning without board policies. I've never seen
16 it before. And of course, the first order of
17 business when I met with Mr. Classe was to ask him,
18 you know, "Do you have board policies and could you
19 please produce them?" And essentially, there were
20 none. And so one of the first order of businesses
21 with special counsel was that we needed to do that.
22 I want to communicate with some of you that are here
23 today that have reached out to me to meet with me
24 and discuss substantive matters about the district.
25 My perspective on that is that until we have board



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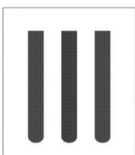
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1 policies and until I can get a collective
2 perspective from my fellow board members on what
3 they think is appropriate to have individual
4 meetings outside of Sunshine with lobbyists and
5 others, I'm not meeting with anybody. And I know
6 it's been, I've been accused by one person of
7 refusing to meet with some of the taxpayers. I want
8 to tell you that is not accurate. I'm going to be
9 willing to meet with everybody pursuant to the board
10 policies that we adopt. And until those policies
11 are in place, I have postponed or will not meet with
12 anyone else. I don't know if any of my other fellow
13 directors or board members have any comments
14 concerning board policies. Yes, sir.

15 MR. AUNGST: Yeah, Mr. Chair, just thank you
16 for your leadership in terms of making that a
17 priority. And I just wanted to see, is there an
18 update on when we might see a draft of that or what
19 do you think the time frame is on that? I guess
20 that probably is more for Kurt and John, or --

21 MR. ARDAMAN: It really depends upon the detail
22 level. My thought is we do a, instead of doing a
23 comprehensive board policy packet now, because I
24 think different board members are going to have
25 different perspectives about what the board policies



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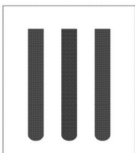
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1 should include, that we do a template for these
2 basics that I started to outline for the board's
3 consideration, how you function, how you think --
4 how things get on the agenda, that type of
5 interaction. I think that is fine. I think Chairman
6 Garcia would like to see ultimately more detailed
7 and comprehensive policies. That would be a longer
8 term period, but we can have something back to the
9 board for the next meeting.

10 MR. AUNGST: In terms of meeting, you know, my
11 perspective on that is that, you know, most
12 jurisdictions that I practice in, if you are
13 compensated to be meeting with an elected official
14 or an appointed official, you're considered a
15 lobbyist, whether you're a land use attorney, or you
16 know, a lobbyist in a true sense. And in most of
17 those jurisdictions, they simply have an online form
18 where the lobbyist puts their name in, says, "I met
19 with Commissioner Aungst on, you know, January 3rd,"
20 and that's it. And then of course, there are --
21 there rules related to gifts and things like that,
22 which certainly, I would recommend that we not take
23 any gifts. But the point is that I think that it is
24 -- it's common to have lobbyists and other people
25 who are compensated that have interest to meet with



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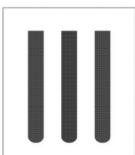
1 us. And I don't know that that would include the
2 union, but I would defer that to Mr. Ardaman. And
3 from my perspective up here, we're kind of like the
4 county commissioners of Walt Disney World. So I --
5 I'm making myself available to those of you who are
6 stakeholders and have interests, but you just
7 understand going forward, once we have these
8 policies in place, it may be that you will have to
9 sign up or register to meet with us, which is
10 entirely common.

11 MR. GARCIA: Any other comments by the board?

12 MS. ZIEGLER: Yeah, I was just going to
13 mention, as far as the just operating procedures as
14 a board, I think that we should -- that's very high
15 level, very simple, just framework. So we certainly
16 should be able to do that by next meeting.

17 MR. ARDAMAN: Yes.

18 MS. ZIEGLER: And then the build out of other
19 ones, I think certainly would be a more rigorous
20 process and really contingent upon a multitude of
21 conversations that come after that. But I think
22 it's reasonable to expect we can have a framework in
23 mind, just working order, so the chairman has some
24 guidelines, or not guidelines, but some -- make life
25 a little bit easier for you.



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1 MR. GARCIA: Some rules for me.

2

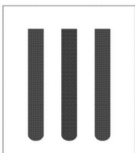
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4 MS. ZIEGLER: There you go.

5 MR. AUNGST: Mr. Chair, I did have one more
6 question on the public records, if that's okay. So
7 Mr. Ardaman and Mr. Langley, I know we had a
8 presentation from Ms. Washington at the last
9 meeting, a very thorough presentation on the public
10 records request and that we get a lot, we get a
11 bunch of various different types of public records
12 requests. I was just wondering if you guys could
13 work with her and her team on how that's -- just the
14 policies and how that's being handled and, you know,
15 collaborate on that going forward. And one of the
16 things that I am interested in and -- is just making
17 sure that, I understand there's a lot of staff time
18 involved with some of these requests and some of
19 them can be extremely voluminous, but that we are --
20 that we're in line with other jurisdictions in terms
21 of what we charge and how long it takes and that
22 kind of stuff, so.

23 MR. ARDAMAN: Pleasure.

24 MR. AUNGST: Is that okay, Erica? Okay, thank
25 you.



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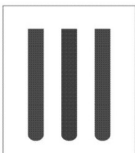
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1 MR. GARCIA: Any other comments? Okay, you may
2 proceed.

3 MR. LANGLEY: All right. One of the most
4 important functions and duties of this board and the
5 district as set forth in the District's Enabling Act
6 HB9B, which was effective February 27th of this
7 year, is contained in Section 23 of the Act.
8 Section 23 of the Act gives the district the
9 authority and mandated publication to adopt and
10 enforce legislation pertaining to comprehensive
11 planning, zoning, land development regulations,
12 environmental protection regulations, building and
13 safety codes, planning subdivision regulations, fire
14 prevention regulations, governing the entire
15 district, including within the city limits of the
16 two cities within the district's boundaries. With
17 regards to those areas of regulation, the district's
18 regulation shall control in the city limits of those
19 cities within the district to the extent of any
20 conflict between the district's resolutions and
21 regulations on such matters. The two cities in the
22 district are limited to adopting and enforcing
23 ordinances and regulations that are the same or more
24 restrictive than the district's regulations on those
25 matters and shall not conflict with the district's



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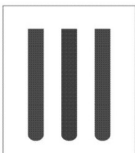
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1 rules and regulations on those matters. The
2 district's super priority -- superiority authority
3 on these matters is one of the most -- is one of the
4 major differences between the new enabling act and
5 the prior act. Further, under Section 23,
6 Subsection 3, it requires the district, by July 1,
7 2026, to undertake a comprehensive view, a review,
8 and an assessment of the comprehensive plan, zoning
9 regulations, development regulations, environmental
10 protection regulations, building and safety codes,
11 planning subdivision regulations, fire prevention
12 regulations, and to adopt any revisions that the
13 district determines are necessary for the health,
14 safety, and welfare, and for consistency of this
15 act. So one of the deadlines that this board and the
16 district has is on July 1, 2026, which is that
17 obligation to review the existing codes and
18 regulations and to make revisions to those
19 regulations, to update them according to what this
20 board believes are necessary for the health, safety,
21 and welfare, and for consistency with the act. Sir,
22 this is an -- this is a quite extensive task this
23 board should consider getting to work on, probably
24 later this year. And you may want to consider
25 engaging urban planning or land planning firms to

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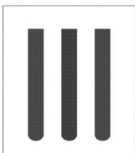
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1 assist the district and staff with this task. It'll
2 be quite a bit of work. Relevant to these functions
3 and duties of the board, the district -- and to the
4 district is something shocking that Fishback
5 Dominick learned recently about what Disney and the
6 district were doing in January and February of this
7 year, before the new enabling act became law. And
8 this, before this board took office. In order to
9 get background information, we've been tasked as
10 special counsel for less than three weeks or about
11 three weeks now. We've been receiving various
12 agreements from the district, agreements that the
13 district entered into. On Friday, March 17th, at
14 night, around 8:30 at night, Mr. Ardaman and I
15 received an e-mail from the district containing four
16 agreements, one of which was a -- was a development
17 agreement that was dated February 8, 2023, just
18 three weeks before the adoption or before the
19 signature of the governor on the new enabling act.

20 MR. ARDAMAN: 19 days, exactly.

21 MR. LANGLEY: And that development agreement is
22 between Disney and the district. On Saturday
23 morning, March 18th, I started glancing through that
24 development agreement, which is attached to that e-
25 mail. And when I opened it up and started scanning



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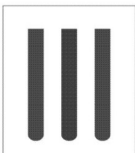
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1 through that development agreement, I could tell
2 right away this -- that this development agreement
3 is a highly unusual document and the timing of it is
4 very suspect. You know from my bio and Kurt's bio
5 that we represent a number of jurisdictions with
6 land use authority, and we have a lot of experience
7 dealing with development agreements. I was -- I
8 felt it was very important to get this board this
9 document right away so you're aware of it. So I
10 sent it to you via e-mail on Saturday morning.
11 Later that day, same day, on Saturday, I was going
12 through the agenda of February 8th of the prior
13 board to get some context about that agreement. And
14 I -- and I found another document that's just as
15 shocking and abnormal, which is a set of restricted
16 covenants that the district signed in favor of
17 Disney. So I -- again, I thought it was important
18 that this board get a copy of that right away. So I
19 e-mailed it out to you-all on Saturday afternoon.
20 And I'm going to outline for you why these are
21 unusual documents and the problems that I have just
22 spotted with them initially. And I think there's --
23 it warrants additional investigation and evaluation.
24 First of all, what is a development agreement?
25 There's a statute in the state of Florida called the

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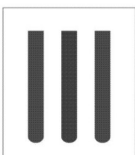
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1 Florida Local Government Development Agreement Act,
2 and it sets forth requirements, statutory, minimum
3 requirements, for a development agreement and the
4 intent, the intent for them. The district,
5 according to its land development code and a comp
6 plan on the website, have no provisions that called
7 for a process for a development agreement. I didn't
8 see any process. Section 163.32.20 of the Florida
9 Statutes states that the intent of a development
10 agreement is to give a developer assurances that,
11 upon receipt of a development permit, he or she may
12 proceed in accordance with existing laws. It's
13 important to understand what a development permit
14 is. Under the statute, a development permit
15 includes a building permit, a zoning permit, a
16 subdivision approval, a zoning certificate, special
17 exception variance, or other official action of the
18 local government having the effect of permitting the
19 development of land. We're talking site-specific
20 details being approved by the local government
21 through the issuance of a development order. What a
22 development permit does not include is just as
23 important. It does not include a comprehensive
24 plan. It does not include the land development
25 regulations of a government. A development permit

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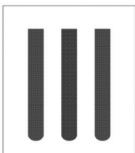
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1 does not include a local government vesting upon a
2 developer the maximum potential densities and
3 intensities under a comprehensive plan and land
4 development regulations at any time the developer
5 wants to lock in regulations concerning future,
6 potential, ambiguously described projects that may
7 occur in the next 30 years. A development agreement
8 is intended to go in conjunction with a site-
9 specific development project, where the local
10 government knows the specific details about the
11 project and can evaluate that project's merits based
12 on the criteria that are outlined for a development
13 permit, such as a building permit or a site plan
14 approval. It appears, from the terms of the DA and
15 from what we learned from the prior general counsel
16 and from the agendas of this prior -- of the prior
17 board, that there were no pending applications or
18 any just-issued development permits for any Disney
19 project at the time the development agreement was
20 being considered and approved. There were no such
21 projects mentioned in the development agreement,
22 other a -- than a very generalized description of
23 the project, consisting of essentially all lands
24 owned by Disney. Just two weeks before the
25 development agreement was approved on the February

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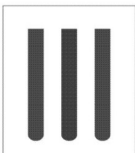
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1 8th date, the prior board, on January 25th, had just
2 approved changes to the land development regulations
3 of the district. Thus, there was -- there were no
4 Disney projects that could have obtained a prior,
5 previous development permit for which the new land
6 development regulations adopted on January 25th
7 would have applied. So essentially, you have a
8 development agreement that's vesting maximum
9 densities and intensities on something that hasn't
10 even existed for just two weeks, without any
11 specific development projects pending for review.
12 In my opinion, the approval of the DA on February 8,
13 2023, is in conflict of the -- with the intent of
14 the development agreement statute. Specifically,
15 what does the development agreement contain? What
16 does it purport to do? Well, it purports to grant
17 Disney a vested right in ownership and control of
18 the maximum densities and intensities of uses under
19 the comprehensive plan for the entire district, not
20 just for Disney's properties. It appears that the
21 entitlements, maximum entitlements in the
22 comprehensive plan and the land development code for
23 the entire district, are the same level of maximum
24 densities and intensities granted to Disney in the
25 development agreement. Thus, a single property

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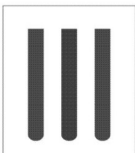
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1 owner has ownership of control of the district's
2 entire allocation of densities and intensities and
3 of uses. Further, it purports to let Disney
4 allocate those densities and intensities to whoever
5 it wants and wherever it wants in the district. So
6 it appears, as of February 8th, no other property
7 owner in the district can expand or develop their
8 property without buying development rights from
9 Disney. The DA purports to grant Disney the right
10 to sell and assign those maximum densities and
11 intensities to other landowners and ground lessees
12 within the entire district without the district
13 having any say in it. The DA has effectively
14 monetized this district's legislative comprehensive
15 planning authority and land development regulation
16 authority and granted a monopoly to Disney for
17 selling those development rights. There are zero
18 development right transfer provisions in the
19 comprehensive plan or in the land development code
20 of this district. There is no process contemplated
21 for allowing any property owner to transfer
22 development rights from one property to another
23 property. Thus, the DA is inconsistent with the
24 comprehensive plan and the land development
25 regulations. The development agreement affects the

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1 rights of other parties that did not sign it.

2 Further, the DA conveys to Disney interest that the

3 district had in unique and special development

4 rights and privileges and mitigation credits

5 received from the State of Florida and federal

6 agencies. There is not a purchase price associated

7 with the transfer of such rights. There is no

8 valuation provided for those rights. I don't know

9 what they're worth, but they were transferred

10 without any price. They are mentioned in the

11 comprehensive plan. They are mentioned in the land

12 development regulations of this district, and they

13 were assigned to Disney for no value. And with that

14 assignment, it allows Disney alone to use those

15 credits and special privileges obtained from federal

16 and state agencies for its own purposes or to sell

17 those rights to other properties within the

18 district. And it mandates this district to sign off

19 on any permit application submitted to any state

20 agency or federal government whenever Disney wants

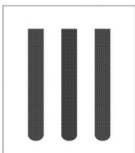
21 to use those privileges obtained from state or

22 federal agencies. So apparently, we're just

23 supposed to sign permit applications because we're

24 asked to. The district has no right to use those

25 credits, those rights. No other property owners in

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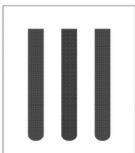
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1 the district can use those rights. And if the
2 district wanted to use some of those rights, it
3 appears we'd have to pay for them. Further, the DA
4 prohibits the district from regulating the heights
5 of any structure that Disney builds in the entire
6 district. What -- that DA says that the only
7 restrictions on height are whatever the FAA come up
8 with, which is, you know, pretty unusual for a local
9 government with zoning authority to not regulate
10 height of buildings. The DA further commits the
11 district, for a long term, at the district's
12 expense, to acquire property for design, permit, and
13 construct roads and public utilities for the benefit
14 of Disney properties and projects and requires the
15 district to buy from and pay Disney fair market
16 value for properties needed to build roads and
17 utilities for those projects. The DA commits the
18 district to borrow and spend money in future years
19 for which bonds have not been secured, taxes have
20 not yet been collected, funds have not yet been
21 appropriated. It takes away this board's, and
22 future board's, legislative and budget and
23 appropriation authority and ability to revise its
24 capital improvements program, a function that many
25 governments often update on an annual basis. But

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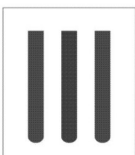
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1 for the length of time of the capital improvements
2 program agreed to in the DA, a -- is -- it purports
3 to say that we're not allowed to even change those
4 projects, even when we run into a major financial
5 crisis or a dip in the economy and budget impacts.
6 And also, there are things on that capital
7 improvements project that are outside of the control
8 of the district that involve other agencies. So for
9 30 years, the DA locks Disney into being regulated
10 by the comp plan and the land development
11 regulations that existed on February 8, 2023.
12 Therefore, that process that I told you was part of
13 your duties here, in the next three years, to review
14 and update your comp plan, your land development
15 regulations, your building codes, and all the
16 similar or related topics involving development of
17 land are all for naught when it comes to Disney
18 because the DA locks into place those regulations
19 that existed on February 8th. Not only does it lock
20 in the intensities and densities, it states that the
21 process that exists in the code at the time of
22 February 8th, is what has to be used. So even if
23 you change the procedures that you use in reviewing
24 development, you supposedly are not allowed to even
25 change the process. Such provisions subvert the

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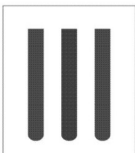
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1 enabling act of this district and this board's task,
2 given to it by the legislature, to review, evaluate,
3 and make revisions to the comprehensive plan and the
4 land development regulations by June 2026. Further,
5 the DA prohibits the district from adopting and
6 enforcing moratoriums on development against Disney.
7 It appears to me that the DA is filled with unlawful
8 delegation of legislative authority to a private
9 party. I've never seen anything like this. The
10 timing, circumstances, and terms of the DA show that
11 the intent of the DA was to circumvent the enabling
12 act of this district and to bind the hands of this
13 board and future boards. So that's the development
14 agreement. The next document -- go ahead. The next
15 document, I found even more unusual, the restrictive
16 covenants that the district approved and signed and
17 were reported in both Osceola and Orange County.
18 Highly unusual. There is no statute that
19 contemplates a government giving restrictive
20 covenants enforceable by others, including other
21 property owners in the jurisdiction of the
22 government, the authority to regulate the
23 government's actions, to prohibit the government and
24 its government projects from the type of projects
25 that's built, what they look like, and the type of

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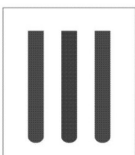
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1 maintenance and operational details. Highly
2 unusual. There's nothing in the comprehensive plan,
3 nothing in the land development code, that
4 contemplate any property owner being able to request
5 from the district a covenant document that binds the
6 hands of future boards. This document is binding,
7 in perpetuity, against the properties of the
8 district for which were named in that document.
9 There are a lot of them, some of which are the
10 administration building of the district. The
11 district owns its properties for the benefit of all
12 taxpayers, all businesses, all residents of the
13 district, not just for its largest landowner. The
14 restrictive covenant states, in one of its recitals,
15 that it was -- that it was done because it was
16 reasonably necessary to protect the legitimate
17 business interests of Disney.

18 MR. GARCIA: Repeat that?

19 MR. LANGLEY: Yes. The last whereas clause of
20 the recital states, in part, that the covenant
21 document is reasonably necessary to protect the
22 legitimate business interests of Disney. So without
23 paying any compensation for this restrictive
24 covenant -- and I'll back up and say a lot of folks
25 live in deed-restricted communities. This is very



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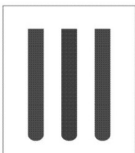
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1 similar to that. This is what this restrictive
2 covenant does. It -- it's like a deed restriction
3 on all district properties. So the covenant
4 document doesn't purport that -- to buy or pay
5 anything to the district for these rights that were
6 taken away from the district or given away to
7 Disney. These covenants are enforceable by Disney
8 alone, or its assigns or its related entities. So
9 what does it do? What does this document do? It's
10 highly unusual. It strips away from the district's
11 properties all potential uses of district-owned
12 properties except those public and governmental
13 purposes on district properties that existed on
14 February 8, 2023. It requires the district to meet
15 vague standards of workmanship, materials quality,
16 architectural features, design features, engineering
17 standards, utility standards, and general aesthetic
18 appearance standards, all of which are enforceable
19 by Disney. It imposes property maintenance
20 standards on the district that are enforceable by
21 Disney. It expressly prohibits a whole list of uses
22 that are not government uses, which is obviously
23 intended to protect Disney from competition. It
24 expressly prohibits the district from having on
25 district property any advertising or marketing

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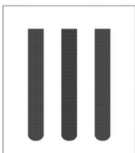
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1 materials for any other business, other than for the
2 district's governmental business. This raises a
3 concern of limitation of government speech and
4 potential limitations of First Amendment rights of
5 private parties that may be in public property. It
6 also prohibits the district from doing any
7 alterations of existing projects or structures or
8 any new projects or structures on those district
9 properties without obtaining Disney's aesthetic and
10 architectural approval. So if the district wants to
11 paint a water tower, water tank, or paint its
12 administrative building, it has to go to Disney for
13 permission to do so. I think this is important to
14 note. The land that we're talking about was not
15 donated by Disney to the district on February 8,
16 2023, subject to these restrictions. There was no
17 conveyance or closing that happened with these
18 covenants. This was not "Okay. You can have this
19 property for free if you keep it for these uses."
20 No, the district already owned these properties.
21 And, again, the district owns properties for the
22 benefit of all taxpayers and businesses and
23 residents. I cannot imagine Orange County, Osceola
24 County, the City of Orlando, or any other central
25 government, Central Florida government, allowing or

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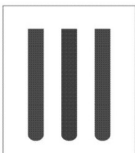
1 agreeing to allow any private developer or property
2 owner to have this sort of control over a government
3 and the officials that run it. While there were
4 several media reports in late January discussing the
5 district updating its comprehensive plan and land
6 development regulations to address future growth,
7 there were no media reports discussing this
8 development agreement or the restrictive covenants
9 and the purpose or motivation behind them. You have
10 to recall, at this time that this was going on, the
11 legislature was in special session considering the
12 adoption of House Bill 9B. If that bill would not
13 have been adopted, this district would've been
14 dissolved in June 2023. I think it is important for
15 the district and the public to understand the
16 significance of these documents so this board can
17 decide what to do, whether to investigate further,
18 because you may want to seek remedies to unwind
19 these overreaching agreements, the attempt to bind
20 your hands and the hands of future board members.

21 MR. GARCIA: Does that conclude your report?

22 MR. LANGLEY: Yes.

23 MR. GARCIA: Thank you for that report. And is
24 there any comments from my fellow board members?

25 MR. AUNGST: Mr. Chairman? So this is why



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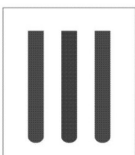
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1 we're here. This is why this board exists, to
2 provide oversight. And I cannot think of a more
3 naked attempt to circumvent the will of the voters,
4 the will of the legislature, and the will of the
5 governor. This development agreement, which, in my
6 opinion, is void as a legal nullity, was passed the
7 same day the Florida House passed the bill creating
8 this board. And it was done to prevent us from
9 doing our job. And that is offensive to me. There
10 may be another explanation. I look forward to
11 hearing someone try to justify it. And so I would
12 be in favor of looking into it further, but I do
13 have just some comments. This is what I do. I'm a
14 land use attorney. I have done dozens and dozens of
15 development agreements for hotels, for re-zonings,
16 for land use amendments. I have done transfer of
17 density rights applications to transfer density from
18 one project to another. I've done deed restrictions
19 and restrictive covenants. These are applicant-
20 driven processes. Every jurisdiction that I work in
21 has their own code and their own process and their
22 comprehensive plan and their land development code
23 that outlines how do you get a development
24 agreement. In the City of Clearwater, there's an
25 application and an application fee. You have to

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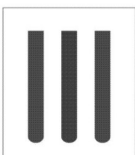
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1 complete the application, provide a site plan,
2 survey, engineering, stormwater. In Largo, you have
3 to send a letter to the planning director and ask
4 the City if they would be even willing to entertain
5 your development agreement before you can apply for
6 a development agreement. In this case, I am
7 extremely fascinated to understand how this
8 development agreement came to be. Have you-all
9 identified an application for this development
10 agreement that was submitted to the district?

11 MR. ARDAMAN: No, we've not seen one.

12 MR. AUNGST: Okay. So that's number one. How
13 did it come to be? Seems highly unusual. Number
14 two, the purpose of a development agreement is not
15 to restrict the powers and the ability of the people
16 and of the government. The purpose of the
17 development agreement is to either restrict the
18 developer or incentivize the developer to do
19 something specific, not general, okay? So when I
20 file for a development agreement to build a hotel,
21 and I say I want to get extra density from the hotel
22 density reserve, that is something that that
23 government has incentivized because they want hotels
24 at higher densities built in a specific area. I
25 have to file a site plan. I have to file



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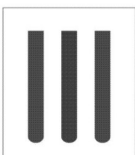
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1 architectural elevations. I have to file floor
2 plans. And the development agreement says, "Okay.
3 We're going to give you this extra density which
4 exists in our code because we want a hotel here and
5 we want it to be at 150 units per acre and 150 feet
6 tall. But you have to build it exactly the way you
7 say you're going to build it, including all of the
8 landscaping and all of the public art, and maybe
9 we're contributing to a public boardwalk." These
10 are things that are called incentives. And then the
11 developer gets the right to do something very
12 specific. Did Disney promise to do anything in this
13 development agreement?

14 MR. LANGLEY: I didn't see any specific
15 consideration given.

16 MR. AUNGST: So the point is that you wouldn't
17 enter into a development agreement unless there was
18 a project, unless you were asking the government for
19 something. Other development agreements that
20 restrict the developer are, for example, I want to
21 rezone a property to commercial because I want to
22 build a carwash. And the City says, "Okay. That's
23 fine, but we're not just going to give you a
24 commercial zoning because we don't want a storage
25 unit there." So we get a development agreement that



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1 says the City's going to re-zone the property to
2 commercial so we can build a car wash, but the
3 developer promises and covenants that it'll never be
4 a storage unit. Does this restrict Disney in any
5 way?

6 MR. LANGLEY: I -- it seems like a one-sided
7 agreement to me.

8 MR. ARDAMAN: Well, it restricts it to the
9 maximum density.

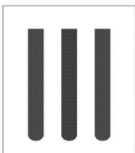
10 MR. AUNGST: Right.

11 MR. ARDAMAN: Doesn't allow them to exceed the
12 maximum density --

13 MR. AUNGST: Right. Understood.

14 MR. ARDAMAN: -- which is amazing.

15 MR. AUNGST: I'm almost off my soapbox. The
16 density rights. This is extremely important.
17 Transferring density rights is a property right.
18 It's just like selling your house, okay? When I do
19 a density right transfer application, I have to
20 provide a purchase and sale agreement between the
21 seller and the buyer. Now, if it's a closely held
22 thing, where I'm just transferring it from one guy
23 to the other, it's a \$10 consideration. But it's
24 usually for fair market value and a bona fide
25 purchaser, and I have to provide that to the City.



1 The seller has to sign an affidavit saying that I am
2 authorized to present this application, that we are
3 authorized to transfer this density. So my
4 question, Kurt and Dan, is, is it my understanding
5 that this development agreement purports to transfer
6 density rights, property rights off of non-Disney
7 owned properties into Disney's -- into Disney's
8 hands?

9 MR. LANGLEY: What it -- what it does is it --
10 in your comprehensive plan and in your land
11 development code, it establishes ranges for the next
12 ten years of what maximum densities and intensities
13 can be developed, district-wide. What this DA does,
14 it takes and assigns to Disney the maximum
15 intensities and densities allowed district-wide to
16 just Disney, and it lets Disney control where those
17 densities and intensities can be allocated district-
18 wide, including on Disney's property.

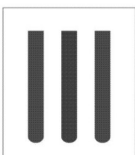
19 MR. AUNGST: So Disney essentially becomes the
20 planning department for the district.

21 MR. LANGLEY: That's a fair way of saying it.

22 MR. AUNGST: So we give governmental power to
23 Disney.

24 MR. LANGLEY: That's what it appears. Yes.

25 MR. AUNGST: Okay. Finally, on the general



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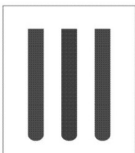
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1 obligation of this taxing district to budget in the
2 future. You know, I -- I've been involved with
3 tourism development contracts, and, you know,
4 sometimes we have projects that require funding
5 three years, five years. But every time I've ever
6 seen a contract from a TDC that says, "We're going
7 to give this project money," if it's not for that
8 budget year, it says, "However, we can give you
9 notice, and at a public hearing, we can tell you we
10 don't have the money anymore." And is there
11 anything like that in here? I mean, this is a
12 general obligation for us to budget into the future.

13 MR. LANGLEY: That -- I didn't see anything
14 that would give us the "subject to budget and
15 appropriation" language that you commonly see in
16 agreements that discuss the expenditure of
17 government money for beyond a fiscal year.

18 MR. AUNGST: Okay. I -- that's all I have on
19 the development agreement. Just real quick on the
20 deed restrictions. You know, deed restrictions,
21 restrictive covenants that I -- I've never seen, and
22 maybe you guys can correct me. I've personally
23 never seen a deed restriction or a restrictive
24 covenant on public property. The deed restrictions
25 and restrictive covenants that I see are for the



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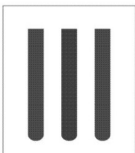
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1 benefit of a city or a county when a developer is
2 redeveloping a property and they want to ensure that
3 you have sufficient setbacks, you have wetland
4 buffers, you have agricultural buffers. I've never
5 seen a county or a city restrict its own property
6 for the benefit of a private developer. Now, it may
7 be -- it may be something that happens, but it's not
8 something that, that I -- that I have ever seen. So
9 this is extremely unusual in that regard. But the
10 point is that restrictive covenants, again, are
11 meant to restrict the developer to ensure that the
12 development is in -- is in -- is consistent with the
13 comprehensive plan and compatible with the
14 community. There is no development that's being
15 promised here. It's basically we've already
16 developed something, now we're going to restrict you
17 for -- for -- in perpetuity. And I want to read the
18 term of this agreement. Usually when I do a
19 restricted covenant, for, for example, for a golf
20 course, we want to redevelop a portion of the golf
21 course. They're going to restrict it so the rest of
22 the golf course has to stay. And there's certain
23 setbacks on those things and you do like a 99-year
24 term. I'm going to read to you the term of this
25 restrictive covenant. "This declaration shall

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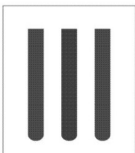
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1 continue in effect until 21 years after the death of
2 the last survivor, of the descendants of King
3 Charles, the third king of England, living as of the
4 date of this declaration." So I mean, I don't know
5 what else to say. I think these documents are void
6 ab initio. I think they were an extremely
7 aggressive overreach, and I'm very disappointed
8 that, that they're here. One of the things, the
9 first things I did when I was looking at this board
10 was go on the website. And I noticed that on
11 February 8th, they had an agenda for -- for a
12 meeting, but there were no backup documents on the
13 website. And I saw a development agreement. And
14 one of the first things I asked when I was appointed
15 was what was this development agreement? And you
16 know, I'm disappointed to find out what it is.

17 MR. GARCIA: Thank you for those comments and
18 insight. Any other board members have any comments
19 or questions? Ron?

20 MR. PERI: Yeah, I read the agreement and the
21 restricted covenants on Saturday. Thank you very
22 much, Dan, for providing the level of my
23 disappointment in Disney. I thought so much better
24 of them. This essentially makes Disney the
25 government. This board loses, for practical



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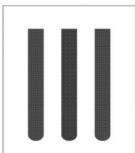
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1 purposes, the majority of its ability to do anything
2 beyond maintain the roads and maintain basic
3 infrastructure. Now, we're the people's board. We
4 were put in place by the people's legislature that
5 you-all voted for. Maybe not everybody did, but we
6 have a process. We have a democratic process. A
7 heavy handed approach to take these rights away from
8 you and from us and from the legislature is not
9 something that we should sit idly by and permit,
10 okay? We should be revolted by it. We have a form
11 of government that is of the people. It is we the
12 people. And so Mr. Chairman and Kurt, Dan, folks
13 here, the rest of the board, I would encourage you
14 to carefully consider what steps should be taken.
15 We need to restore a basic democracy here and we
16 need to restore the basic rights so that we have
17 order going forward so that ultimately everyone,
18 including us, you-all, Disney, operate in such a way
19 where we as a nation can be once again what we were
20 called to be. Thank you.

21 MR. GARCIA: Any other comments from board
22 members?

23 MS. ZIEGLER: Yes, thank you. You know, I
24 would just echo what my board members said. I
25 appreciate the overview. I think that reading



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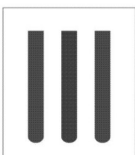
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1 specifically from the -- from the DA and, and the
2 language that was used is truly -- underscores the
3 mockery of what the intent of this board was there
4 to do. And so as was stated before, no private
5 business or no, no, what, no, no, no business has
6 any special privileges over another. And that was
7 the purpose of this board, to provide a balance of
8 that oversight. And as was said, it was done in a
9 process that was based on the voters, and this was a
10 follow-up action. So it is - - it's disappointing
11 in a couple of ways that this wasn't brought forward
12 also at the new come -- as soon as we were
13 appointed, because this, it would've been beneficial
14 to know that since that action was taken prior to
15 the convening of this board, ultimately with the
16 intent of stripping this board of its authority,
17 which I do strongly encourage that we follow up with
18 investigation and what follow up action can be taken
19 to unwind this as appropriate. So that would be my
20 request.

21 MR. GARCIA: Thank you. Any comments,
22 Supervisor Sasso?

23 MR. SASSO: I have a question for Mr. Ardaman
24 and Mr. Langley. You mentioned that there was a
25 delay, and I know Commissioner Aungst also mentioned



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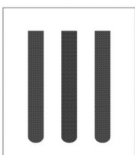
1 that there was delay in getting these documents. Is
2 that delay creating any difficulties or issues for
3 the district that we should be aware of?

4 MR. LANGLEY: I think that's a conversation
5 that's best, you know, attorney-client sort of
6 situation and not publicly stated. I mean, there's
7 a lot of things that need to be evaluated, including
8 those sort of issues between a legal team and I
9 think privately that's a discussion I'd rather have
10 other than publicly.

11 MR. SASSO: I understand your answer and I'll
12 accept it. And thank you for pointing that out. Is
13 there anything else with respect to these agreements
14 that you-all found unusual that we were talking
15 about that you think should be aware of?

16 MR. ARDAMAN: I think we've laid that out. We
17 -- we've not seen all the documents the staff has
18 been sending. There's a lot. I mean, there's a lot
19 of documents. These were the most egregious. We've
20 not really vetted the rest of them, but clearly this
21 came -- I mean -- I mean there's thousands of
22 documents, but these came to us, we looked at them
23 and that's why, one of the reasons we -- we're here.

24 MR. SASSO: Is there anything else you need
25 from the board at this moment that we can enable you



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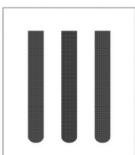
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1 to fulfill this investigation?

2 MR. ARDAMAN: Chairman Garcia and I had
3 discussed this in quite, and Dan, all three of us
4 had discussed it together in quite some detail. And
5 I think the concern was whether our firm alone would
6 be able to handle -- handle this if it did result in
7 -- in something beyond just discussions with Disney,
8 assuming that was the board's direction. So on your
9 agenda are special, additional special counsel with
10 respect to adding more counsel that could meet
11 Disney's legal team on -- on equal footing if
12 needed. So yes, there is something more I think the
13 board should consider and that would be considering
14 bringing on additional outstanding legal counsel
15 that has a deeper bench than the Fishback Dominick
16 firm. We have -- we have 14 lawyers including of
17 counsel lawyers, but something like this is pretty
18 extensive, substantial and will demand a, may
19 demand, I should say, a lot of, a bigger, a deeper
20 bench.

21 MR. SASSO: And I know we'll get to that.
22 That's next up on the agenda, of course. Mr.
23 Chairman, thank you. I don't have anything further
24 right now or, I may have further comments for later.

25 MR. GARCIA: Yeah, thank you for the board



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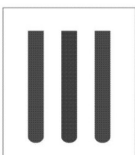
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1 comments. I have some brief comments here. You
2 know, when I listen to special counsel go through
3 the legal -- legal analysis of what happened on the
4 eve of this legislation getting enacted, and then I
5 listened to Supervisor Aungst, who is a, a renowned
6 and, in the area of land use, what it looks like to
7 me is that because Disney has some Magic Kingdom,
8 they thought they could be king for a day. It looks
9 like they were trying to preempt the powers of this
10 board for 30 years on the eve of legislation getting
11 enacted. It looks like they were essentially trying
12 to nullify the act of the Florida legislature, who's
13 there for the people and the Governor. And so let
14 me give you a little perspective of why I agreed to
15 serve on this board. When I was asked to serve on
16 the board, I did a little bit of analysis and I
17 said, "Well, it looks like there's really two
18 functions for this board." One is to keep the
19 trains running, okay? And the staff here does a
20 really good job of keeping the trains running. The
21 trains run really well in the district. And so I
22 said, "Well, I'm not going to contribute much there
23 and that doesn't -- probably won't require much of
24 my time." But then I -- I read the act and in
25 addition it -- it -- it said that this board was to

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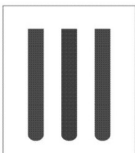
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1 report back to the legislature and the Governor's
2 office on how to make this district better, on how
3 this district can function better for all of the
4 people, not just for Disney, but for everybody. Now
5 look, it's indisputable. Disney's had a good deal
6 here for 55 years, and if you don't believe me,
7 there's books written about it. There's classes
8 taught -- taught in universities on urban planning
9 about what a special deal this was for Disney. And
10 by the way, in 1967 that probably was appropriate.
11 Osceola and Orange counties didn't have a tax base
12 for the infrastructure for this district. So it
13 made sense in 1967 to give Disney special privileges
14 so that this wonderful district could be created.
15 But you know, all good things must come to an end.
16 And that -- and if you, if you go back and look at
17 the archives, back when they were drafting this
18 legislation, everybody contemplated that it would
19 sunset at some point in 20 or 30 years. Well, when
20 you have a powerful company with powerful lobbyists,
21 things don't get revealed and so this lasted for 55
22 years. Disney had a great deal, and the legislature
23 decided it's time to reevaluate this. It's time to
24 evaluate whether there's a better system for all of
25 the people, not just Disney, for all the people that

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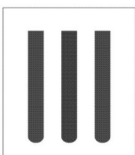
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1 work and play in the district, for the surrounding
2 citizens in Osceola and Orange County, because the
3 ultimate goal is to make this district better for
4 more people and so more people can share in the
5 wealth. And that's the function of government, is
6 to make sure that there's a level playing field so
7 that everybody gets their fair share. And so when I
8 saw the function that the board was going to have an
9 opportunity to gather information, hire urban
10 planners, hire other consultants, and report to the
11 legislature on how this district could function
12 better for the people, I said, "Who wouldn't accept
13 this appointment? Who wouldn't want to be part of
14 such a virtuous process?" And then I see that a
15 couple of weeks before we are going to be empowered
16 to benefit the people of Central Florida, the
17 beneficiary for 55 years of this district, Disney,
18 decides they want to be king for a day. Well, our
19 job, as you've heard from my fellow board members,
20 is we're going to have to evaluate those agreements.
21 And if indeed they are as egregious as our lawyers
22 tell us they are, then we are going to take the
23 appropriate action to protect you, the people. And
24 that's what we're here for. Are there any other
25 comments? The only other comment I want to make is

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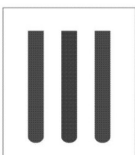
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1 when we got these agreements on a late Friday night,
2 Saturday morning, we had to evaluate what we needed
3 to do. And I, because I've been designated the
4 chairman, doesn't mean I have any more authority
5 than anybody else, worked night and day, literally
6 with our special counsel. I didn't know special
7 counsel until the day I was appointed to this board,
8 but I knew they were involved in crafting the
9 legislation and so I recommended to our board that
10 we hire them as special counsel. But they've been
11 acting more than special counsel. I get e-mails
12 from them at 4:30 in the morning. We talk late on
13 weekend nights. And I have thoroughly enjoyed
14 working with these two lawyers and their firm.
15 They're smart, they're knowledgeable, and they've
16 got great judgment. And so I am grateful for your
17 work and I know the rest of my board members are.
18 And that's -- that's all I've got to say at this
19 point in the agenda. I've got more to say later.
20 Any other comments? Hearing none, special counsel,
21 do you have any more comments?

22 MR. LANGLEY: No, we're concluded with our
23 report. Thank you.

24 MR. ARDAMAN: And based on the board's
25 comments, I take it that we will investigate this,



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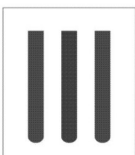
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1 provide some thoughts and alternatives back to the
2 board as soon as possible.

3 MR. GARCIA: I think you'll hear further from
4 the board on that. Yes. Okay, the next item is
5 item 8.1. And I probably ought to comment first on
6 that, Mr. Classe. So I got a call late last week
7 about a contract that had some deadlines that it
8 needed to be extended and Mr. Classe said that he'd
9 like to put that on the agenda and I said that'd be
10 fine, but I -- I explained that this board is not in
11 a position to affirm any contracts or amend any
12 contracts about which we know nothing about. The
13 letter that was part of your package, fellow board
14 members, was not something that I saw until when you
15 saw it. And when I saw it, I had a concern because
16 I thought that board did indeed obligate this board
17 to affirm a contract that we knew nothing about.
18 And so I engaged Mr. Langley and I said, "We're not
19 in a position as a board to be making these kinds of
20 decisions and I'd like to get another letter,
21 basically a forbearance letter," and you-all should
22 have gotten that late yesterday evening from Mr.
23 Classe. And so it's the letter that you received
24 last night that is an action item. And are there --
25 is there a motion or did you want to speak to that,



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1 Mr. Classe?

2 MR. CLASSE: No, I just want to confirm that --
3 that the -- the action here is -- is pretty clear in
4 the letter, of just giving staff and the board a
5 couple weeks pushing out those deadlines so we can
6 have a detailed presentation before you at the April
7 12th meeting so that you're fully informed about
8 what the request is from the -- the party.

9 MR. LANGLEY: Move to approve agenda item 8.1.

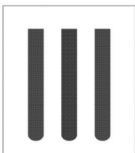
10 MR. GARCIA: Is there a second?

11 MS. ZIEGLER: Second.

12 MR. GARCIA: Any discussion? Anyone opposed?
13 Let the record reflect that it passed unanimously.
14 Next item on the agenda is item 8.2. This relates
15 to the presentation that we just received from
16 special counsel and there are four proposals for
17 consideration of additional special counsel. I
18 would like to speak to two of those proposals and I
19 understand Supervisor Sasso put on the agenda the
20 other two; is that correct?

21 MR. SASSO: Yes, sir.

22 MR. GARCIA: And then I'll ask him after my
23 comments and -- and -- and perhaps action to speak
24 to those. So you've heard what the perspective is
25 of the lawyers to these agreements that were signed



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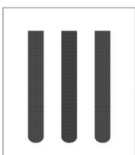
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1 on the eve of this legislation, and we need to
2 evaluate those agreements. It is, as my fellow
3 board members noted, disappointing as terms of the -
4 - of the -- the timing of those agreements and the
5 extraordinary nature of those agreements. And we
6 don't know if we're going to be in an adversarial
7 situation with Disney, but we certainly have to be
8 prepared to be in that situation. And any time that
9 you're going to be in an adversarial position with
10 anybody, it's important to understand the resources
11 of your adversary before you decide who to hire as
12 counsel. So I pulled some 10Ks and some proxies on
13 Disney. Everybody knows that they are one of the
14 largest and most powerful media companies in the
15 world. They have a market cap of a \$175 billion.
16 Our district who we represent doesn't have a market
17 cap. They have annual revenues of \$82.7 billion.
18 That's almost four times the revenue of our
19 district. The CEO makes \$65.5 million. That's
20 almost 200 times what Mr. Classe makes. Their board
21 members, they've got ten, and they make up to
22 \$600,000 a year annually. The five of us make
23 nothing. We're doing this as a public service. The
24 -- they have in-house counsel, we're getting ready
25 to recommend hiring some lawyers. Their general

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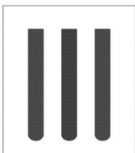
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1 counsel makes 15.2 million a year. I did a back of
2 a napkin calculation, that's \$8,000 an hour. Based
3 on those rates our lawyers that are proposing
4 agreements look pretty darn reasonable. The other
5 thing that I think it's important to recognize, that
6 Disney is a for-profit company and they answer to
7 shareholders. Those shareholders are all over the
8 world. And when you're paying directors and CEOs
9 and general counsels that kind of comp, you got to
10 make a lot of profit, okay? The district, these
11 board members, we're not a for-profit entity. We
12 are here to serve the people as public servants, but
13 we're dealing with a company that's very
14 resourceful, that has a lot of lawyers, that have a
15 lot of high paid lawyers. And so when we got, I got
16 the report from special counsel, I said, "Let's do a
17 scope of work analysis on the lawyers that we should
18 consider hiring," and here's the criteria that we
19 came up with. We really need a national trial and
20 appellate law firm who appears regularly before the
21 United States Supreme Court. Because if you, as you
22 heard, there are constitutional issues here. We
23 need a statewide trial and appellate law firm that
24 appears regularly before the Florida Supreme Court.
25 We need lawyers that have extensive experience in

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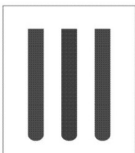
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1 dealing with protracted litigation against Fortune
2 500 companies. And we need lawyers that currently
3 and have historically represented Florida state
4 agencies. And because all of us serve as the
5 pleasure of the governor, after special counsel and
6 I did research and identified two firms that we
7 thought were the most appropriate, we called -- I
8 called the -- the Governor's office and said, "Are
9 you familiar with these firms? Have they worked for
10 you?" And of course they were very familiar, said,
11 "You can't do better than those two firms. And yes,
12 they're currently representing the State of Florida
13 and they have represented the State of Florida."
14 And in the material, you'll see information on these
15 two firms. You know what I'll tell you is that if
16 you go to the -- the trial bar nationally and say,
17 "Give me the list of the top ten trial,
18 constitutional contract law firms," that Cooper Kirk
19 will come up on every list. You do the same thing
20 statewide in Florida, say, "Give me the top ten law
21 firms and lawyers that can handle these types of
22 matters," the Lawson firm comes up on the list. The
23 other thing that's unique about the Lawson firm is
24 Alan Lawson himself has done most of his public
25 service to this community. He served as trial court

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1 judge here in, in Orlando. He's a chief Judge at
2 the Fifth District Court of Appeals, which is the
3 court that has jurisdiction over this area of the
4 state. And he served up until last year on the
5 Supreme Court of Florida. And so with that
6 introduction, are there any question from my -- by
7 the way, there, there are representatives from the
8 Cooper Kirk firm and the Lawson firm to answer any
9 questions that my fellow board members may have. Do
10 you have any questions or comments?

11 MR. SASSO: Mr. Chair, I don't have any
12 questions, but I do want to echo your remarks about
13 those firms. I also have professional experience
14 with them and I think they're very competent, very
15 capable. I think we'd be fortunate to have them to
16 work with his board.

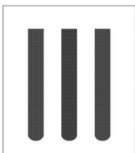
17 MR. LANGLEY: Move to approve agenda item 8.2.

18 MR. GARCIA: Is there a second?

19 MS. ZIEGLER: Second.

20 MR. GARCIA: Any discussions?

21 MR. SASSO: There is some discussion. I would
22 suggest that the other firms that I recommended
23 might be considered simultaneously because I think
24 they would complement the same work done by the
25 others. Before we investigate separately, that's up



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1 to the chair.

2 MR. GARCIA: I'd like to address them
3 separately. Would that -- is that okay with you?

4 MR. SASSO: That's fine.

5 MR. GARCIA: Okay.

6 MR. SASSO: No further discussion then.

7 MR. LANGLEY: So the motion is for the Cooper
8 and -- Cooper and Kirk firm and the Lawson, Huck and
9 Gonzalez firm, approval of their proposals?

10 MR. GARCIA: Thank you for setting the record
11 straight. Any other discussion?

12 MR. LANGLEY: Is everybody okay with that?

13 MR. SASSO: Ready to go to a vote.

14 MR. GARCIA: Yep.

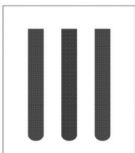
15 MR. LANGLEY: Thanks, Chair.

16 MR. GARCIA: Everyone in favor say aye.

17 THE BOARD: Aye.

18 MR. GARCIA: Any opposed? So it passes
19 unanimously. Now, Supervisor Sasso, who himself is
20 a crackerjack trial lawyer and an experienced
21 litigator has put on the agenda two other law firms.
22 And so I will give him the floor with respect to
23 those two proposals.

24 MR. SASSO: Thank you, Mr. Chair. There were
25 two other firms that I wanted to bring to the



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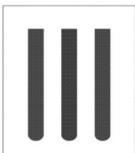
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1 board's attention because I believe that they will
2 complement the work, both of our special counsel
3 now, Mr. Ardaman and Mr. Langley as well as the
4 Cooper & Kirk Firm and the Lawson firm. It is good
5 to see Mr. Gonzalez is here with us today. Thank
6 you for -- for joining us. Likewise, we have Mr. Wah
7 with us, who's one of the attorneys that I'd like us
8 to be able to look to as a resource. One of the
9 reasons I wanted to bring Mr. Wah and the other firm
10 for the group is the Ardello firm, is they're a
11 local counsel. They are here in the district.
12 They're in Orange County and Osceola County. The
13 other firms are great firms and as you've mentioned,
14 they are more regional and national so they don't
15 have a -- they're not necessarily in the district,
16 but they do work here. And I'm looking forward to
17 all of us having that opportunity to work with them.
18 But for Mr. Wah, we've got an individual who is
19 board certified in real estate by the Florida Bar.
20 I think that's going to be an asset to us as we look
21 through what a board certification real estate
22 brings to the table. There's a lot of overlap with
23 the subject matter we've been discussing and that
24 we'll probably be discussing in the future as well.
25 With the Ardello firm there's a lot of excellent

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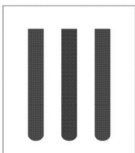
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1 litigators there that I think will be very familiar
2 as well with our trial courts and our local
3 appellate courts. And they've -- I've had excellent
4 experiences and very positive results working with
5 them in a lot of financial matters. And I think
6 we've got maybe some, some foreshadowing, some other
7 financial issues we might be evaluating in the
8 future. So both for this immediate discussion and
9 going forward, I think these are nice assets for the
10 board to have at their disposal. And I look forward
11 to, you know, hopefully to working with all of you
12 and them. If there are any questions, I'm happy to
13 answer them. If not, I'd move to retain their
14 services as well. And of course we could have
15 discussion and a second.

16 MR. LANGLEY: Second.

17 MR. GARCIA: Any discussion? The only thing I
18 would add to Supervisor Sasso's comments is when I
19 saw the proposals, because again, we are serving as
20 a -- at the pleasure of the Governor, I did call the
21 governor's office and they were familiar with these
22 firms and they gave them equal endorsement that
23 Supervisor Sasso has. So I wanted the -- my fellow
24 board members to know that. Any other comments? All
25 in favor say aye.



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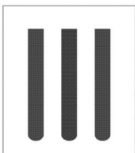
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1 THE BOARD: Aye.

2 MR. GARCIA: Any opposed? Let the record note
3 that it passed unanimously. Next item is the
4 consideration, item number 8.3, consideration for
5 financial advisor. I think perhaps I need to
6 comment a little bit here. The -- as Mr. Classe has
7 indicated, he's familiar with the firm Public
8 Resources Advisory Group, known by the acronym PRAG.
9 Just a little bit more information about them. They
10 have gone through the RFP process with the State of
11 Florida when it looked like it was appropriate for
12 us to have a financial advisor to assist the board
13 and staff at this point in the engagement. I called
14 Ben Watkins, he's a director of bond finance for the
15 State of Florida and knows all of these firms and he
16 gave them the highest endorsement. I did have other
17 firms that I considered that he too approved of and
18 special counsel and I spent the day interviewing
19 some other firms. But with respect to this firm,
20 just with their resources, their experience and the
21 other thing that that was very attractive is they
22 only represent government agencies. They don't
23 represent private industry. And I thought that that
24 was good. It avoids any conflicts of interest. And
25 so let me give you -- if you -- if you look at the



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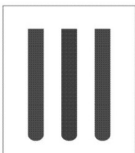
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1 proposal, I want to comment a little bit on, you'll
2 see that we're not only asking PRAG to give us
3 advice on the balance sheet, okay? And the balance
4 sheet advice that you see in the proposal is pretty
5 common for any government agency. But we're also
6 looking for P&L advice from them. The public needs
7 to know, the board knows this, that we don't have a
8 CFO. And anytime a new board comes into an
9 organization, which we are, with no CFO, that --
10 that in itself should call for you to bring in
11 independent outside advisors. And so if you look at
12 the proposal, we're asking them in terms of the P&L
13 of the district to develop financial and management
14 policies, develop budgets to determine the necessary
15 millage rate, help set utility rates, develop
16 capital planning and funding practices, evaluate
17 treasury and cash management activities, develop a
18 job description for a new CFO, which we will
19 eventually hire, and they will help us identify who
20 that person will be, assist in the day-to-day
21 financial operations and assist with the statutory
22 compliance. So they're going to be providing
23 extensive P&L advice to the district and I think
24 that that is in everybody's best interest. And so
25 there are representatives from the PRAG firm here,

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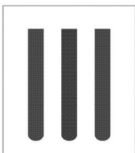
1 if my fellow board members have any questions. If
2 not, is there a motion?

3 MR. LANGLEY: Move to approve agenda item 8.3.

4 MS. ZIEGLER: Second.

5 MR. GARCIA: Is that a double second? Any
6 discussion?

7 MR. AUNGST: I just want to say, Mr. Chairman,
8 you know, this board, first off, I -- my highest
9 compliments. You -- you-all have done so much to
10 get up to speed on this and this is a massive,
11 massive onion that we are unpeeling here. So I just
12 want to say you- all are just -- I mean, this is a
13 lot of work and we're doing it in a very, very
14 effective, efficient manner. I think this firm is
15 going to be extremely helpful for the millage rate
16 and the budget discussion because that is one of the
17 biggest things I'm most concerned about that's
18 coming up is that we are going to be in budgeting.
19 And I just want to put out there -- and I know we're
20 going to be talking more generally, but I know we
21 have the Shade meeting coming up on April 8th. Not
22 to get too much into that, but obviously with
23 hopeful resolution of the firefighter contract, you
24 know, we're going to have to take all that into
25 consideration for the budgeting. So I'm hopeful



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1 this firm is going to get right in there and work
2 with Mr. Classe and the District to get into those
3 financials on day one because we've got to set our
4 millage rate in September and probably approve a
5 budget at that same time, so, --

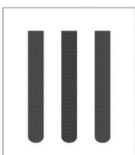
6 MR. GARCIA: Yeah, and let me respond to that.
7 That -- the issues that you so appropriately
8 identified, we discussed with Prague, and Special
9 Counsel and I wanted to make sure they had the
10 appropriate resources and they will be bringing in
11 outside accounting assistance to help them with the
12 budgeting and some of the day-to-day activities, and
13 they've made a commitment to that. And yes, we
14 asked them if they could hit the ground running
15 tomorrow and they assured us they can.

16 MR. AUNGST: Perfect. That's great. Thank
17 you.

18 MR. GARCIA: Any other comments, questions? So
19 all in favor say, "Aye."

20 THE BOARD: Aye.

21 MR. GARCIA: Any opposed? Let the record
22 reflect that it passed unanimously. We received a
23 letter of resignation last week, I believe on
24 Wednesday, as a board from the Milgram Law Firm.
25 And the Milgram Law Firm was providing certain legal



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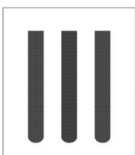
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1 services to the District. The Milgram Law Firm --
2 and this might be relevant in our evaluation of
3 those agreements signed on the eve of the
4 legislation, but I just tell my fellow board
5 members, when I read the agreement, it didn't look
6 like a general counsel agreement. But in any event,
7 Mr. Milgram sent a letter of resignation last week
8 and I guess as an action item, special counsel, do
9 we have to take action to accept the letter of
10 resignation or what?

11 MR. ARDAMAN: No, there's no requirement that
12 you take action to accept that he's done. He had no
13 obligation to provide -- he could have asked for
14 that, but he didn't. And so there's no needed
15 action for that, Mr. Chairman.

16 MR. GARCIA: Okay. Are there any other
17 comments from my fellow board members about general
18 counsel in any respect?

19 MR. SASSO: I do have one, Mr. Chairman, and I
20 did also see that letter. I wanted to remark though
21 that most boards that I serve on, we do usually have
22 a general counsel. In my experience, that's a
23 commonplace asset that the boards enjoy. We don't
24 have one right now, and also Mr. Milgram at the time
25 was not a true in-house general counsel. He was



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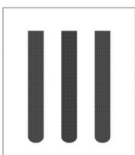
1 really an out-of-house general counsel. And what
2 I'd like to bring forth for the board's
3 consideration is us retaining someone full- time for
4 the board to have serving as a staff member, who is
5 the general counsel for us. Particularly with
6 modern legal questions that we have coming at us, I
7 think that will ease some of the workload on the
8 board itself. Also, makes sure that we have the
9 expertise and the intention, as we are not
10 compensated as you -- as you've observed, someone
11 who is compensated to help make sure that all of the
12 Is are dotted and Ts are crossed. So you know, for
13 the board's consideration, I'd like to make a motion
14 that we consider hiring a general counsel. And I
15 think again, that will be an asset to us. And if
16 there's a second, I'm happy to answer any questions
17 about my motion.

18 MS. ZIEGLER: Second.

19 MR. GARCIA: Okay. I've got some -- are you
20 finished?

21 MR. SASSO: Yes.

22 MR. GARCIA: Okay. Yeah, so Supervisor Aungst
23 had some wisdom that I failed to see at the last
24 board meeting, and he suggested that we hire the
25 Fishback Dominick firm as acting general counsel.



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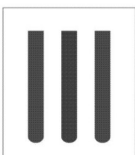
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1 And I can tell you from the last two weeks of
2 working with them, I've spent so much time with
3 them, I feel like they're high school pals and they
4 are -- they're really clever. And so I was
5 wondering if Supervisor Sasso would consider the
6 motion, one, that we hire the Fishback firm as
7 acting general counsel. Would you accept that
8 amendment to your motion?

9 MR. SASSO: I think I would accept that
10 amendment with the understanding that I think we --
11 I think we're well served by having someone in --
12 in-house, but in the interim process, I think it's
13 a wise decision if you think we need to extend their
14 current authority from just special counsel, and I
15 don't have a problem with that.

16 MR. AUNGST: Yeah, I think that -- Mr.
17 Chairman, first off, I cannot thank Dan and Kurt
18 enough. We talk on the weekends, 8:00 at night, you
19 know, whatever, about -- especially since all of
20 this has just come to light. So it was a lot --
21 there was a lot to talk about. So I think that they
22 would be excellent general counsel. I am tending to
23 agree with Mr. Sasso that at the moment I think we
24 should probably hire them as outside general counsel
25 and we should consider putting out a process to see



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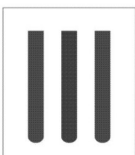
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1 if we can get an in-house general counsel, because
2 with -- you know, I just -- I feel personally that
3 having an attorney that answers to the board, in-
4 house, every day is probably a good thing to have at
5 this point. And I'll just leave it at that. I mean,
6 Kurt and Dan, you guys aren't going to be in the
7 office, you know, 8:00 to 6:00 at the RCID Office or
8 the Central Florida Oversight Office every day,
9 right? So what are your thoughts? Does that make
10 sense?

11 MS. ZIEGLER: Yeah.

12 MR. ARDAMAN: Glad to comment if you'd like. We
13 think it's a wise move for the board to consider
14 that. The legal demands in the District are
15 extensive. There are extensive other outside
16 counsel. Having an in-house employee attorney that
17 is -- that is smart and competent would be, I think,
18 an asset to the -- to the District. And you want
19 the right person. To get the right person, it's
20 probably not -- unless they're retired and like
21 doing this for fun, it's not going to be cheap and
22 it wouldn't -- you know, and the question ultimately
23 may be, do you want to have an entire legal
24 department or do you want to have somebody as a
25 legal general counsel that's in the office all day



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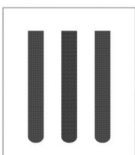
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1 long at the board table, that would work with
2 outside counsel or are they going to need a bigger
3 bench? Our other public clients have this
4 discussion a lot, and that is, do we want to hire
5 outside counsel or do we want an in-house employee
6 general counsel or City attorney, County attorney?
7 It doesn't matter. And there are a lot of
8 variations on how that works, but I think Vice
9 Chairman Sasso and the board's comments is good. It
10 just depends on make -- you want to make sure that
11 that person is going to do exactly what you need,
12 but you don't -- I don't think -- the thought I'm
13 getting and the comments I'm hearing from you is not
14 that you want to create a new legal department, but
15 you want a person, a bright lawyer, that can give
16 you advice on a regular basis, be familiar with the
17 rules, be in the District Office all the time, and
18 be able to interface with the multiple special
19 counsel and other counsel folks that you have. If
20 that's -- if that's your intent, I think that's a
21 very wise move.

22 MR. GARCIA: Ron, did you have a comment?

23 MR. PERI: Yeah, I'd like to speak to the
24 amendment. I think that engaging Fishback Dominick
25 as general counsel makes a lot of sense right now.



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1 We need a general counsel rapidly. If we race to
2 hire someone, we're liable to make a mistake. This
3 gives the opportunity to examine a much larger pool
4 of potential individuals, and I just think it makes
5 a lot of sense. And plus the quality of the advice
6 that we've received thus far from Kurt and Dan and
7 from their firm has been extraordinary.

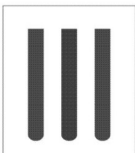
8 MR. GARCIA: Okay, so I'm going to ask Vice
9 Chairman Sasso then to state the motion with an
10 amendment, so we know what we're voting on.

11 MR. SASSO: So the stated motion with the
12 amendment is that we as a board approve the hiring
13 process of someone to serve as a full-time staff
14 member of the District, in a role as general
15 counsel, and also at the same time to engage the
16 Fishback firm to expand their scope of services to
17 include interim general counsel services, which I
18 believe could be covered underneath their current
19 representation agreement, unless they insist upon
20 modifying it. With that motion, we need a second to
21 the amendment.

22 MR. GARCIA: Yeah. Is there a second?

23 MS. ZIEGLER: Second. And I just have a quick
24 comment.

25 MR. GARCIA: Sure.



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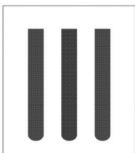
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1 MS. ZIEGLER: So I agree as mentioned, there's
2 always a debate about inside counsel, outside
3 counsel. Definitely want to see us do a request for
4 interest or parties or maybe perhaps we'll see both
5 and evaluate it as a board. If there are
6 individuals that want to come forward, I think the
7 ultimate part is that they can quarterback in all of
8 the various legal teams that we will be dealing
9 with, but also be available fully, which is
10 sometimes a challenge when you have outside counsel
11 with a firm. But I would like to see both because I
12 don't know that we have fully decided that yet, but
13 want to move forward with a request for interest
14 perhaps, so --

15 MR. GARCIA: Thank you. Any other comments?
16 All in favor say, "Aye."

17 THE BOARD: Aye.

18 MR. GARCIA: Any opposed? Let the record
19 reflect that passed unanimously. In terms of other
20 new business. I know, Mr. Classe, I think we ought
21 to discuss it now, the idea of a different time of
22 our meetings. Let's first discuss that. What is
23 the pleasure of the board? He suggested that these
24 meetings may run longer and therefore maybe we
25 should start a little later so we don't interrupt



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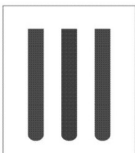
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1 the lunch hour.

2 MR. AUNGST: I -- so obviously, you know, from
3 my perspective coming from Clearwater, I have been
4 staying the night before because when we came up
5 here for the press conference, I was in two and a
6 half hours of traffic for ten miles between Exits 55
7 and Exits 62. So I just, personally, as someone
8 who's not getting paid for my time to be here, I
9 would prefer to get a good night's sleep and not be
10 stressed out in the morning. So I'm fine leaving the
11 time the way it is because I also want to get home
12 after this is over and there's not a whole lot of
13 traffic right now going back and I can get home by
14 3:00, 4:00, 5:00, and I can actually do my paying
15 job, which I will do as soon as I get home. I've
16 got a lot of stuff to get through with that. So I'm
17 cool with keeping it at the same time. I thought
18 this meeting might last three hours and it looks
19 like it's going to last, you know, two, so I'm fine
20 even at the same time, but open to whatever the will
21 of the board is.

22 MR. GARCIA: Any other comments?

23 MS. ZIEGLER: I'm going to echo -- I mean, I'm
24 a morning person, I like to get things done and off
25 the -- off the deck and then move forward. And



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1 honestly, I think the traffic doesn't matter what
2 time of day it is --

3 MR. AUNGST: It's going to be bad.

4 MS. ZIEGLER: -- so I tend to like starting in
5 the morning, so we can get through everything that's
6 needed versus that unfinished business can sometimes
7 occur if starting later in the day as well.

8 MR. PERI: Yeah, I'm good with whatever you-all
9 decide.

10 MR. SASSO: I'm in -- good with the timing, but
11 if there's a special need, when we need to modify
12 schedule, I think we can address that on an ad-hoc
13 basis.

14 MS. ZIEGLER: Yeah, yeah.

15 MR. PERI: Yeah, I'm fine with 10:00 a.m. or
16 1:00 or --

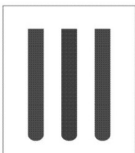
17 MS. ZIEGLER: 9:00. What we have is 9:00.

18 MR. PERI: Whatever you like. 9:00 is fine.

19 MR. CLASSE: Yeah. So this meeting was
20 scheduled specifically at 10:00. All the other
21 board meetings that we have on the calendar today
22 that have been advertised are at 9:30.

23 MS. ZIEGLER: Okay.

24 MR. CLASSE: So if we want to keep the 9:30,
25 that's fine. If we want to move those to 10:00, I



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1 just need some direction so we can properly notice
2 the meetings moving forward.

3 MR. AUNGST: I'm fine with either 9:30 or
4 10:00.

5 MS. ZIEGLER: Same. Keep it the same.

6 MR. CLASSE: All right. We'll keep it the same
7 then?

8 MR. GARCIA: Just keep it the same.

9 MR. CLASSE: Yep. Thank you very much.

10 MR. GARCIA: Thank you for --

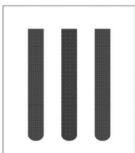
11 MR. ARDAMAN: Excuse me, keep it the same at
12 10:00 or 9:30.

13 MS. ZIEGLER: 9:30.

14 MR. CLASSE: 9:30.

15 MR. GARCIA: 9:30, whatever's been published,
16 which I think it's 9:30. And then are there any
17 other items that the board wants to --

18 MR. PERI: Yes, Mr. Chairman, we've read this
19 agreement, the two of them. It's disturbing,
20 certainly, and you know, we're obviously having
21 discussions about the legal assistance that we're
22 going to need. There, I think, may be a possibility
23 that if we approach Disney directly, there may be
24 the opportunity to sit down. They certainly would
25 have concerns about a change and a change affecting



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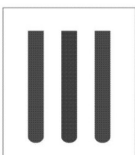
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1 their business. We understand that. What's placed
2 in these agreements though is so broad in its scope
3 that it goes, I'm sure, well beyond anything that
4 they actually need at this point. They do not know
5 us. This is a professional group. I believe that
6 this board would be wise of any actions that it
7 takes with regards to Disney or anyone else. And so
8 my thought was that perhaps, and I don't know if
9 this needs to be crafted as a motion, it would make
10 sense to identify what the best way would be to
11 approach Disney and suggest an alternative where we
12 essentially terminate these agreements and enter
13 into a discussion to come up with a -- an agreement
14 identifying the way that we will work together in
15 the future. There is a common interest that we
16 have, a very substantial common interest and there
17 is the people's interest. And so before we proceed
18 aggressively in a different direction, I thought it
19 might be possible that there would be an opening to
20 do that.

21 MR. GARCIA: I'll respond in terms of my
22 perspective. I -- we've got very capable counsel --

23 MR. PERI: Uh-huh.

24 MR. GARCIA: -- on the board and that -- I'm
25 not talking about myself, I'm talking about Mike and



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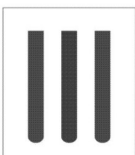
1 Brian. And we've got very capable special counsel
2 that we've been working with that now will be active
3 general counsel, and we have just approved the
4 hiring of two and possibly four firms. And I think
5 it makes sense that we first get an evaluation of
6 these agreements, understand what they mean and what
7 they don't mean, understand what the remedies are
8 available for the District, and then once we get a
9 report with -- from counsel in an attorney client
10 setting, I think we can then make the kind of
11 evaluation and decisions that you so capably
12 suggest. Does that make sense?

13 MR. PERI: Yeah, I defer to your judgment. I
14 think that makes a lot of sense. Thank you.

15 MR. GARCIA: Any other comments?

16 MR. AUNGST: Mr. Chair, is this the portion
17 where we're to talk about future agenda items? Is
18 this 8.5? Okay, so I guess my first question would
19 be, what do we envision the agenda looking like for
20 April 8th? Because that will dictate whether I have
21 other items I'd like you-all to consider adding or
22 putting on later meetings.

23 MR. SASSO: I can respond to that. I think we
24 should task the attorneys being retained to do an
25 evaluation to work with Mr. Ardaman, Mr. Langley to



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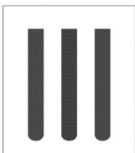
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1 make a recommendation to the board about exactly
2 what the response ought to be to these matters that
3 we discussed with them today. I think that would be
4 very beneficial to all of us. Supervisor Aungst, I
5 don't know if that answers your question.

6 MR. AUNGST: Yeah, but I mean, I have a more
7 specific question for, I guess, Mr. Classe and maybe
8 Chairman Garcia, but what do we anticipate is going
9 to be on the agenda for April 8th? What are the
10 items that you already have planned? I know we're
11 going to have the Shade meeting, right?

12 MR. CLASSE: That's correct. So right now my
13 list as of -- I sit here thinking through, will have
14 the follow-up to the Solar Farm forbearance letter
15 that you approved that extended to April 14th. Our
16 meeting's on April 12th, so we'll have a full
17 presentation on that solar agreement and hopefully
18 take action on that proposed amendment. The second,
19 we'll have that executive session Shade meeting to
20 talk about the Union negotiations, where we are.
21 And then the third that I have at the moment is I'd
22 like to give you an update and a detailed
23 presentation of our capital program for our roadway
24 program that we've had underway and where we are
25 with that and some future actions that we would



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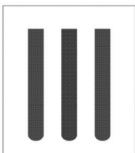
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1 recommend the board to take in the not too distant
2 future. So those are my immediate items I have on
3 my list.

4 MR. AUNGST: Okay. May I -- so I have had
5 extensive discussions with Kurt and Dan, and I think
6 also with Mr. Classe, about the agenda items I'd
7 like to see in the short term and the near term.
8 These don't necessarily have to be next meeting, but
9 I think it's important for us to have this
10 conversation because that will let us all know if
11 there's other consensus to move forward with those
12 items or not. One is, you know, we have moved
13 forward under the Act in hiring a general counsel.
14 The Act also requires us to hire a district
15 administrator and a treasurer and a clerk. And I
16 think that, again, those -- the word that modifies
17 those responsibilities is that we shall do it, and I
18 think that we should get those job descriptions
19 together and put those jobs out to the market and
20 take applications with the current occupants of
21 those jobs absolutely being able to apply. But I
22 want to do that because, you know, this is a fresh
23 start and it's a reformation project, and I think we
24 need, as a board, to collectively identify who the
25 leadership is going to be. And I think that was the



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1 intent of the legislature and the Governor in
2 creating the Act. And Mr. Classe, you and I have
3 had that conversation a number of times, so that
4 should not be a surprise to you, but that would --
5 what I -- I'd like to see that on the next meeting,
6 the job descriptions, and then putting advertising
7 in those positions and figuring out a process for
8 appointing our designees for those positions.

9 MR. SASSO: I think it's a good point,
10 Supervisor Aungst, and I believe we also have
11 vacancy at the CFO position, so we might want to
12 have that on next agenda as well.

13 MR. AUNGST: I would call that person the
14 treasurer, right? Yeah, because that's the access
15 treasurer, so -- right, so --

16 MR. GARCIA: Well, I have a comment on that,
17 Vice Chair. Until our financial advisor has come in
18 and done a comprehensive assessment, I -- I'd like
19 to postpone the hiring of that position until we
20 have a better perspective on the financials --

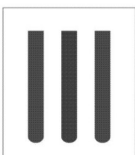
21 MR. AUNGST: Makes sense.

22 MR. GARCIA: -- of the organization.

23 MR. AUNGST: That makes sense.

24 MR. GARCIA: Do you have a problem with that?

25 MR. SASSO: I have no problem with that. I



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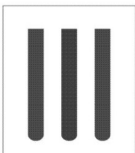
1 just would feel good if we have a plan to fill the
2 vacancy.

3 MR. GARCIA: Well, one of the items in their
4 proposal, the financial advisor, is to provide us
5 with a job description. This was not in their
6 proposal, but during our discussion with special
7 counsel and PRAG, one of the things that we
8 discussed is once we get the job description, once
9 they've done a financial examination and analysis of
10 the District, they then would help us identify,
11 recruit, and even interview the CFO position, and
12 they will be in a really good position to know what
13 we need having done the examination internally. So
14 do -- let me ask Special Counsel. So do we need a -
15 - an action item or a motion for Supervisor Aungst's
16 suggestion on the three positions, or we just --

17 MR. ARDAMAN: Oh, yes. I think you should take
18 -- make a decision as a board.

19 MR. GARCIA: Okay, so do you want to make a
20 motion?

21 MR. AUNGST: Yeah, I would move to include an
22 agenda item to review the job descriptions of the --
23 we're doing the district administrator, the clerk,
24 and we're excluding the treasurer, and we're putting
25 that off?



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1 MR. GARCIA: Yes.

2 MR. AUNGST: So it'd be just those two
3 positions then.

4 MR. GARCIA: Okay. Is there a second?

5 MS. ZIEGLER: Second.

6
7 MR. SASSO: Second, and one point in
8 discussion. Do we already have included the general
9 counsel from the earlier motion?

10 MR. AUNGST: Let's add that.

11 MS. ZIEGLER: Yeah.

12 MR. AUNGST: Yeah, I'll accept that as an
13 amendment.

14 MR. SASSO: An amendment?

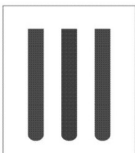
15 MR. AUNGST: Yeah, so we'll include the general
16 counsel as the third. Yeah, that makes sense.

17 MR. GARCIA: Okay. I think we have a motion
18 and a second. Any further discussion? All in favor
19 say, "Aye."

20 THE BOARD: Aye.

21 MR. GARCIA: Any opposed? Let the record
22 reflect that passed unanimously.

23 MR. AUNGST: I do have one more item. I have a
24 ton of items, as John will tell you from our
25 conversations, and Kurt that -- I'll put those off



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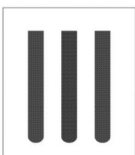
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1 for another day. But I do believe, as sincerely and
2 as deeply as I can, that those law enforcement --
3 local, interlocal agreements need to be with us and
4 not with the Cities of Bay Lake and Lake Buena
5 Vista. The law enforcement -- the interlocal
6 agreements, I think one's ten pages and one's 15
7 pages. We do have those. I want to figure out how
8 we need to get those assigned and whether we can
9 just work directly with the Sheriff. I know the
10 Sheriffs are great partners and are going to be very
11 supportive, I'm sure, of us, just as we are of them.
12 So I want to figure that out. I would like to do
13 that at the next meeting if we can, or if you guys
14 can figure out a way to approach the Sheriff's
15 Offices and see about getting those assigned over to
16 us. The Act specifically authorizes us to enter
17 into -- enter into interlocal agreements and
18 references law enforcement agreements. So I -- just
19 for the public -- just for the public's, you know,
20 conscious, just to know that this board has
21 oversight of that, as opposed to two fictitious
22 cities, I think is extremely important, so --

23 MR. GARCIA: Okay. Any other comments?

24 MR. SASSO: I think the last comment I have is
25 for our special, now interim general, counsel. Mr.



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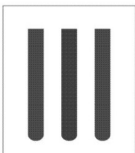
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1 Ardaman and Mr. Langley, do you need any further
2 direction from the board at this time to proceed?

3 MR. ARDAMAN: We've got four additional special
4 counsel with respect to the Development Agreement
5 and the Restrictive Covenant. I presume that the
6 board would like us to interact with those. I mean,
7 I don't think it's a good idea to give everybody the
8 same assignment, but I think it should be -- we've
9 had very good, practical conversations with Chairman
10 Garcia. My thought would be to allow Chairman
11 Garcia and us to work with each of those firms and
12 to -- and figure out how best the workload can be
13 distributed rather than just broad stroke, everybody
14 have at it. At least that's my thought. Because
15 otherwise, your bills are going to be pretty large.
16 So but I -- you know, I don't -- I mean, clearly
17 they're all four great firms. They each have their
18 different strengths, but feedback from the board
19 with respect to, do you -- do you have a preference,
20 do you want to leave it up to Chairman Garcia and
21 us, is talk -- talking about how that workload
22 should be distributed?

23 MR. SASSO: Yeah. I'm comfortable having you
24 make an intelligent decision about that. I trust
25 your professional judgment in that regard. I think



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1 you've gotten a lot of feedback from the board today
2 about your remarks, and I'm comfortable letting you
3 make a decision on that. But I agree it's probably
4 wise to speak with them and manage the distribution
5 of the board.

6 MR. ARDAMAN: Okay.

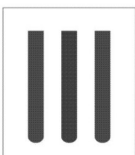
7 MR. AUNGST: Agreed.

8 MR. ARDAMAN: If the board could concur with
9 that, then we'll do that.

10 MS. ZIEGLER: Yeah.

11 MR. ARDAMAN: Okay.

12 MR. GARCIA: The other thing I -- you know, we
13 -- we're going to get a board policy on this, but
14 since Brian brought it up, I'll just give you my
15 perspective on setting things on the agenda. You
16 know, my view is that any board member should be
17 able to put whatever they want on the agenda, that
18 that's not the privilege of the Chairman. That the
19 -- that the Chairman merely works with acting
20 general counsel now in coordinating and making sure
21 we have time. But I want my fellow board members to
22 understand that my perspective is that everybody
23 should be able to put whatever they want on the
24 agenda. So as to your question, I think you need to
25 communicate with active special counsel, say,



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1 "Here's five items," and I'll work with them and
2 figure out where they go on the agenda, but I'm not,
3 as Chairman, going to veto anybody who wants to put
4 anything on the agenda. And you don't have to feel
5 obligated to announce it in a public meeting, so we
6 can discuss it. Everything will get on the agenda
7 that anyone wants to have on the agenda.

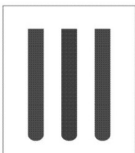
8 MR. AUNGST: Thank you, sir.

9 MR. GARCIA: Is there any other business
10 discussion? Hearing none. Any unfinished business
11 discussion or other business? If not, I think we'll
12 stand adjourned.

13 MR. AUNGST: Thank you, sir.

14 MR. GARCIA: Thank you-all.

15 (PUBLIC MEETING CONCLUDED AT 12:00 P.M.)
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STATE OF FLORIDA)

COUNTY OF ORANGE)

I, SAMANTHA PALMA, Court Reporter and Notary Public
for the State of Florida at Large, do hereby certify
that I was authorized to and did report the foregoing
proceeding, and that said transcript is a true record of
the said proceeding.

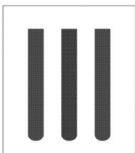
I FURTHER CERTIFY that I am not of counsel for,
related to, or employed by any of the parties or
attorneys involved herein, nor am I financially
interested in said action.

Submitted on: April 11, 2023.



SAMANTHA PALMA

Court Reporter, Notary Public



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Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 9.1

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Meeting Date	
May 10, 2023	
Agenda Item Name	
Discussion and potential action regarding selection of a financial firm to assist in setting the utility rates for fiscal year 2024.	
Requested Action	
Consideration of retaining Raftelis as the Utility Rate Consultant	
Staff Report	
None	
Additional Analysis	
None	
Fiscal Impact Summary	
None	
Exhibits Attached	
1. Raftelis Statement of Qualifications	

Central Florida Tourism Oversight District

Utility Rate Consultant

STATEMENT OF QUALIFICATIONS / MAY 3, 2023





May 3, 2023

Ms. Marianne Edmonds
Senior Managing Director
Public Resources Advisory Group
150 Second Avenue North, Suite 400
St. Petersburg, FL 33701

Subject: Statement of Qualifications for Utility Rate Consultant

Dear Ms. Edmonds:

Raftelis is pleased to submit our statement of qualifications (SOQ) to Public Resources Advisory Group, Inc. (PRAG) on behalf of the Central Florida Tourism Oversight District (District) to assist in a review of the District's utility financial plan and rates. The District has oversight for the proper operation and rate setting for an electric, water, wastewater, reclaimed, chilled water, hot water, natural gas, and solid waste and recycling system (Utilities). We appreciate the opportunity to submit this SOQ, which details our project approach to meet the District's objectives as well as our qualifications and experience within the utility industry.

Raftelis was established in 1993 to provide financial, rate, and management consulting services of the highest quality to public utilities. Since that time, Raftelis has grown to have the largest utility rate and financial consulting practice in the country, with more than 140 consultants. Our staff has provided rate and/or financial planning assistance to over 1,000 utilities across the United States and have conducted thousands of studies. Our mission has always been focused on assisting our clients in meeting their goals of financial viability.

To assist the District with this project, we have assembled a diverse project team with extensive experience and a reputation for quality service. Mr. Thierry Boveri will serve as the Project Manager and primary point of contact for the engagement with over 18 years of utility rate consulting experience. Mr. Boveri has successfully led a variety of financial planning and cost of service engagements for over 55 local governments. Mr. Robert Ori will serve as the lead technical advisor for the engagement providing insights from his over 40 years of experience as a utility rate consultant. Mr. Boveri and Mr. Ori have extensive past experience successfully working and will be supported by several other project team leads as identified in greater detail within the attached SOQ. Our general approach to the project is to ensure adequate staffing for concurrent review and evaluation of the various Utilities for the District.

We would like to thank PRAG and the District for your consideration of this SOQ.

Sincerely,

A handwritten signature in blue ink that reads 'Thierry Boveri'.

Thierry Boveri, CGFM
Vice President

A handwritten signature in blue ink that reads 'Robert J. Ori'.

Robert J. Ori
Executive Vice President



Raftelis is registered with the U.S. Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) as a Municipal Advisor.

Registration as a Municipal Advisor is a requirement under the Dodd-Frank Wall Street Reform and Consumer Protection Act. All firms that provide financial forecasts that include assumptions about the size, timing, and terms for possible future debt issues, as well as debt issuance support services for specific proposed bond issues, including bond feasibility studies and coverage forecasts, must be registered with the SEC and MSRB to legally provide financial opinions and advice. Raftelis' registration as a Municipal Advisor means our clients can be confident that Raftelis is fully qualified and capable of providing financial advice related to all aspects of financial planning in compliance with the applicable regulations of the SEC and the MSRB.

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Primary Engagement Team

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QUALIFICATIONS

Who is Raftelis

HELPING LOCAL GOVERNMENTS AND UTILITIES THRIVE

Local government and utility leaders partner with Raftelis to transform their organizations by enhancing performance, planning for the future, identifying top talent, improving their financial condition, and telling their story. We've helped more than 600 organizations in the last year alone.

Firm Information

Firm History: Raftelis is a subchapter S-Corporation incorporated in the state of North Carolina on April 23, 2004. The predecessor to Raftelis, Raftelis Environmental Consulting Group, Inc., was established on May 10, 1993 by George A. Raftelis to provide financial and management consulting services of the highest quality to public-sector clients. In 1999, the firm's name was changed to Raftelis Financial Consulting, PA. Following the sale of a portion of the firm to a group of employees on April 22, 2004, the firm's name changed to Raftelis Financial Consultants, Inc., which remains the firm's legal name. We currently do business as Raftelis.

Contact Person: Thierry Boveri, Vice President, E: tboveri@raftelis.com, P: 407.628.2600

The Walt Disney Company Engagements: None.



We believe that Raftelis is the *right fit* for this project. We provide several key factors that will benefit PRAG and help to make this project a success.

RESOURCES & EXPERTISE: This project will require the resources necessary to effectively staff the project and the skillsets to complete all of the required components. With more than 140 consultants, Raftelis has the largest water-industry financial and management consulting practice in the nation, including many of the industry's leading rate consultants and experts in key related areas, like stakeholder engagement and data analytics. Our depth of resources will allow us to provide PRAG with the technical expertise necessary to meet your objectives.

DEFENSIBLE RECOMMENDATIONS: When your elected officials and customers are considering the validity of recommended changes, they want to be confident that they were developed by experts using the latest industry standard methodology. Our staff are involved in shaping industry standards by chairing committees within the American Water Works Association (AWWA) and the Water Environment Federation (WEF) and co-authoring many industry-standard books regarding utility finance and rate setting. Being so actively involved in the industry will allow us to keep PRAG informed of emerging trends and issues and to be confident that our recommendations are insightful and founded on sound industry principles. In addition, with Raftelis' registration as a Municipal Advisor, you can be confident that we are fully qualified and capable of providing financial advice related to all aspects of utility financial planning in compliance with federal regulations.

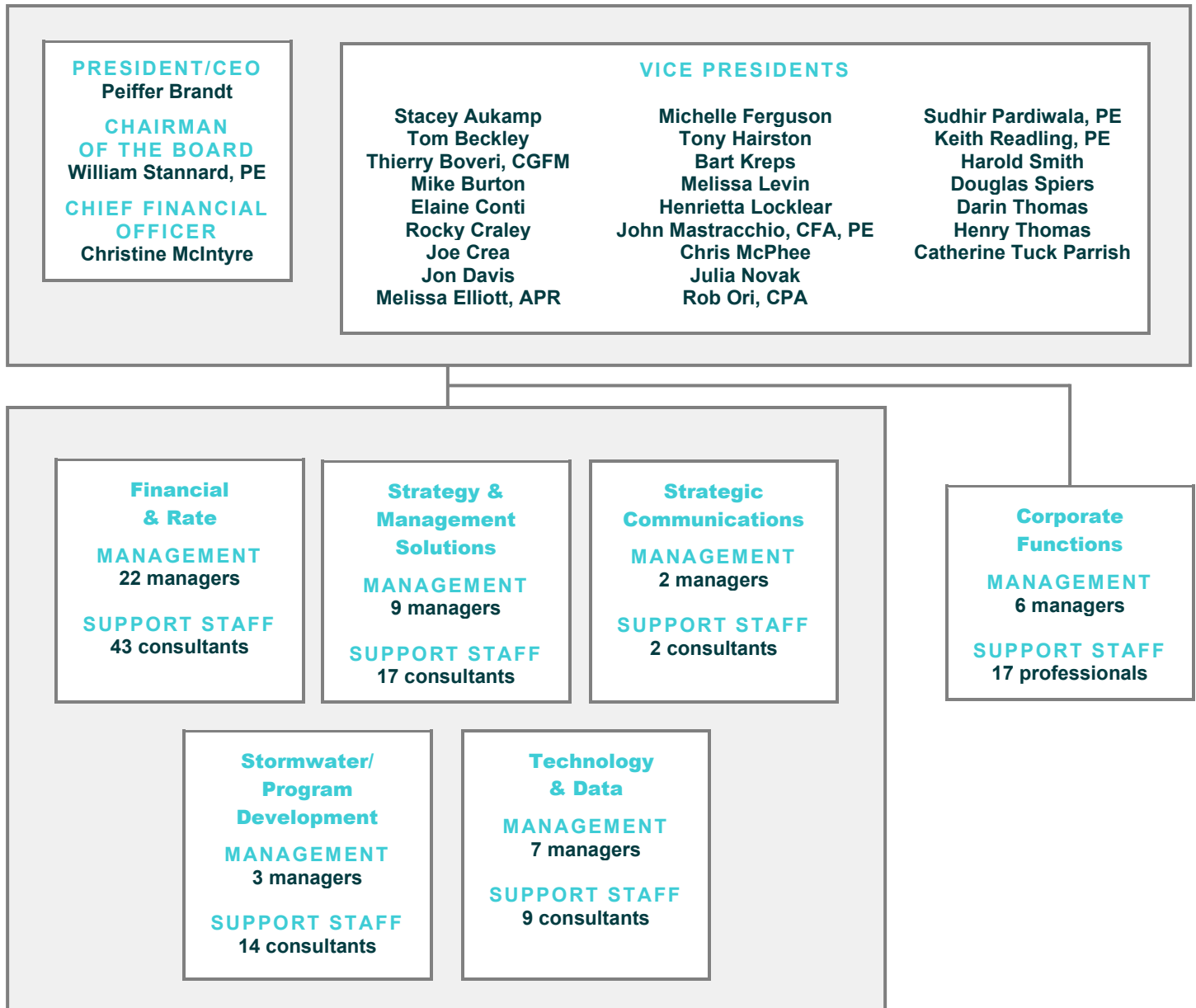
HISTORY OF SIMILAR SUCCESSES: An extensive track record of past similar work will help to avoid potential pitfalls on this project and provide the know-how to bring it across the finish line. Raftelis staff has assisted 1,000+ utilities throughout the U.S. with financial and rate consulting services with wide-ranging needs and objectives. Our extensive experience will allow us to provide innovative and insightful recommendations to PRAG and will provide validation for our proposed methodology ensuring that industry best practices are incorporated.

USER-FRIENDLY MODELING: A modeling tool that your staff can use for scenario analysis and financial planning now and into the future will be key for PRAG going forward. Raftelis has developed some of the most sophisticated yet user-friendly financial/rate models available in the industry. Our models are tools that allow us to examine different policy options and cost allocations and their financial/customer impacts in real time. We offer model options including Microsoft Excel-based and web-based tools that are developed with the expectation that they will be used by the client as a financial planning tool long after the project is complete.

RATES THAT ARE ADOPTED: For the study to be a success, rates must be successfully approved and implemented. Even the most comprehensive rate study is of little use if the recommendations are not approved and implemented. Raftelis has assisted numerous agencies with getting proposed rates successfully adopted. We focus on effectively communicating with elected officials about the financial consequences and rationale behind recommendations to ensure stakeholder buy-in and successful rate adoption.

Firm Structure

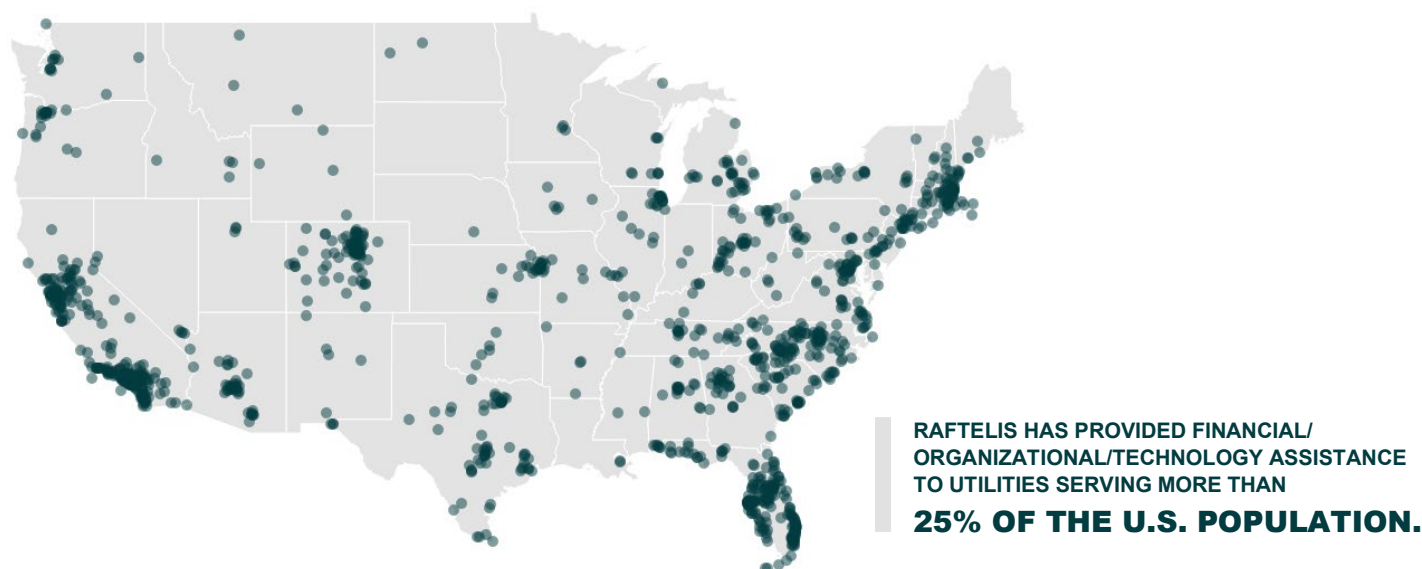
Over the last five years, our firm has grown from 60 to 179 employees. Raftelis' staff consists of some of the most knowledgeable and skilled consulting professionals in the municipal consulting industry. The organizational chart below shows the full organization and reporting structure of our firm.



Experience

RAFTELIS HAS THE MOST EXPERIENCED UTILITY FINANCIAL AND MANAGEMENT CONSULTING PRACTICE IN THE NATION.

Our staff has assisted more than 1,500 local government agencies and utilities across the U.S., including some of the largest and most complex agencies in the nation. In the past year alone, Raftelis worked on more than 1,200 financial, organizational, and/or technology consulting projects for over 600 agencies in 46 states, District of Columbia, and Canada. Below, we have provided descriptions of projects that we have worked on that are similar in scope to the Districts. We have included references for each of these clients and urge you to contact them to better understand our capabilities and the quality of service that we provide.



Hillsborough County FL

Services Provided

Water, Wastewater, and Reclaimed Water Rate Services
Franchise Utility Rate Services
Solid Waste Services
Bond Feasibility Disclosure Reports
Street Lighting District Services

Reference: Koni Cassini, CPA, Division Director, Public Utilities Department
925 E. Twiggs Street, Tampa, FL 33602 / P: 813.209.3001 / E: cassinik@hillsboroughcounty.org

Raftelis (previously Public Resources Management Group, Inc. (PRMG)) has been serving the utility enterprise for over 20 years on variety of rate, financial, and business consulting projects. The County's Utility System provides: i) retail water service to approximately 158,000 accounts which translates to over 215,000 Equivalent Residential Connections (ERCs); and ii) retail wastewater service to approximately 133,000 accounts which equates to approximately 207,000 ERCs. Since 2013, the firm has also been assisting in rate and financial issues for the Solid

Waste Division. The County's Solid Waste System disposes of over 800,000 tons of waste annually and includes a 1,800 ton per day waste-to-energy facility (WTE), landfill, and a yard waste processing facility, serving over 302,000 residential disposal units and additional commercial establishments. Raftelis has developed detailed financial and business models for the two enterprise funds, evaluated rates for services, assisted in system financings and has provided other ongoing financial and business support projects. The following summarizes the services that have been recently provided to the County:

Water, Wastewater, and Reclaimed Water Rate Services

In 1995, Raftelis provided assistance to County's Financial Advisor in the review of the financial condition of the water and wastewater utility system with emphasis on revenue recovery, use of capacity (impact) fees, and financial sufficiency and prepared report of our findings which included a list of several rate and cost recovery options to improve financial position. Subsequent to this financial evaluation, Raftelis assisted the County in what is referred to as the "Blue Ribbon Committee" sessions to develop an overall business and rate implementation plan for the utility. Raftelis assisted in the sessions and was responsible for developing detailed issues and recommendations regarding financial, rate, and capacity fee issues, performed detailed financial analyses as requested by the Committee, made presentations of financial results and evaluations, and attended all sessions with County. Subsequent to the sessions, Raftelis assisted in the development of a financial forecast of the System and attended presentations before Credit Rating Agencies and Bond Insurance Companies to promote the plan to improve the creditworthiness of the System.

During 1999, Raftelis developed a comprehensive rate evaluation and five-year revenue sufficiency analysis. Major highlights included:

- The development and implementation of an ERC-based Base Facility Charge (which increased fixed cost recovery (revenue stability) by approximately 20%)
- The imposition of a Reclaimed Water Capital Charge to provide a funding mechanism to fund the backbone transmission system
- Imposition of an Accrued Guaranteed Revenue Charge (AGRF) designed to recover the carrying cost of capacity for the benefit of new development (recovered both interest on financing of infrastructure as well as fixed operating costs for water production/wastewater treatment)
- Updated the Wholesale Service Charges
- Implemented Capacity Assessment Unit Program with Builder Payments to provide for an installment-based payment of capacity fees by developers as a non-ad valorem fee on the property tax bill to improve developer cash flows for projects to encourage growth
- Phased-in two successive 4% rate adjustments; all in support of the financial/creditworthiness improvement plan

In 2002, and as part of the revenue sufficiency evaluation, Raftelis assisted in the imposition of a Purchased-Water Pass-Through Adjustment Charge to assure that all purchased water rate adjustments were automatically passed through without the need for a formal rate evaluation. The analysis also included the implementation of revised water conservation consumption blocks to further promote water conservation as a result of increased mandatory water use restrictions being imposed by the Southwest Water Management District. Additionally, Raftelis designed revised reclaimed water rates to promote water resource conservation and for the full recovery of allocated costs for this business segment.

Since these studies, Raftelis has assisted the Department with the preparation of annual updates to the financial plan and rate implementation program and has assisted in making further refinements and rate adjustments as conditions have changed to assure that the System continues with its financial plan.

Raftelis has annually updated the financial model and revenue sufficiency evaluation each year to: i) evaluate compliance with the rate covenants as required by the Bond Resolution that authorized the issuance of the outstanding debt; and ii) to assure compliance with the overall financial plan developed for the County. Activities have included:

- Changes in the method of price index and purchased water pass-through adjustment charges
- Designed new impact fees to recover the cost of capacity from new development
- Developed debt expansion factors for both Tampa Bay Water and County debt in compliance with Bond Resolution and to evaluate legal use of impact fees
- Updated miscellaneous charges and other rate-related activities

Solid Waste Services

Raftelis has prepared a financial forecast and revenue sufficiency analysis and model of the County's Solid Waste Division, which includes both disposal and collection services. The financial forecast and model was prepared to evaluate the current and projected fiscal position, support the development of collection and disposal fee rates for service, and develop a funding plan for ongoing capital re-investment. The financial forecast encompassed a six-year planning horizon. Study tasks have included:

- Compilation of historical solid waste deliveries received by the County, by waste type, and the projection of solid waste tonnage to estimate residential assessment and tipping fee disposal revenues
- Preparation of forecast of residential/dwelling unit, and commercial customer growth, and waste generation rates to estimate solid waste collection revenues as well as the delivery of municipal solid waste to the County disposal facilities
- Projection of electric rate revenues derived from the operation of the waste-to-energy (WTE) facility, recognizing changes in fuel prices, and contractual arrangements for the sale of electricity to other utilities
- Projection of operating expenses, including contractual fees for:
 - Operation of the landfill and other disposal facilities
 - Providing collection services by the County's contractors
- Preparation of change in landfill closure and long-term liability for expense recognition and funding considerations
- Development of a capital funding plan
- Developed cost allocation and development of rates based on cost to provide service by customer class, waste type, and service provided (e.g., disposal and residential collection since separately assessed)
- Assisted in development of residential assessment rate resolution and solid waste rate schedules and presentation to Board of County Commissioners
- Providing the rate and financial model for County staff's internal use

Raftelis has annually updated the financial and revenue sufficiency model in support of annual budget process, to review the financial position of the system, and to maintain compliance with the overall business plan adopted by the Board of County Commissioners.

Bond Feasibility Disclosure Reports

Raftelis prepared bond feasibility disclosure reports in support of the issuance by the County for both its Utility System and the Solid Waste System. With respect to the Utility System, Raftelis initially assisted the County and its utility counsel with the issuance in the aggregate principal amount of \$150,000,000 Utility Revenue Bonds, Series 2010A, B, and C (included Federally Taxable – Build America Bonds and Recovery Zone Economic Development Bonds) and in the aggregate principal amount of \$207,795,000 Utility Revenue Bonds, Series 2016 in support of the County's capital improvement program. Raftelis recently prepared an updated financial forecast to support the Utility Revenue Refunding Bonds, Series 2019 is currently working on a bond feasibility study to support the issuance of the proposed Series 2021 Additional Revenue Bonds. In preparation of the bond feasibility disclosure

reports, Raftelis developed a financial forecast in support of the bonds. Responsibilities included: i) detailed financial projection of customers and sales, revenues, and expenses, recognizing the current economic and market conditions; ii) prepared a capital funding plan and assisted staff in timing of project implementation; iii) prepared an additional bonds test for bond issue compliance; and iv) assisted in rating agency presentations. Raftelis was also instrumental in drafting revisions to the bond resolution to reflect updates in financial reporting, changes in operations (e.g., Build America Bonds subsidies, impact fee use and wholesale water supply, etc.) and to improve ability to comply with the intent of the resolution by the County.

In addition to the utility system bonds described above, Raftelis has prepared a bond feasibility disclosure report in support of the issuance by the County of \$89.010 million aggregate principal amount of Solid Waste and Resource Recovery Refunding Revenue Bonds, Series 2016A (AMT) and \$25.55 million aggregate principal amount of Solid Waste and Resource Recovery Refunding Revenue Bonds, Series 2016B (Non AMT) to achieve interest rate savings. Raftelis' services included the preparation of a 6 year historical rate covenant compliance and "flow of funds" trend analysis, development of a detailed financial forecast of Solid Waste System operations and cash flow for bond resolution compliance purposes, preparation of a comprehensive feasibility disclosure report which included financial projections and the evaluation of rate covenant compliance, assisting the County in amending the Solid Waste Bond Resolution, and assisting the County and its financial advisor with the presentation of the system financial position to the bond rating agencies.

Franchise Utility Rate Consulting Services

The County regulates the rates of private utilities located in the County; this jurisdiction does not rest with the Florida Public Service Commission. Raftelis has provided regulatory rate consulting services as requested. Raftelis assisted the County in the evaluation of a utility rate filings submitted by the Windemere Utility Company (formal rate application) and Sunset Plaza Utilities, Inc. (staff assisted rate case).

Activities included:

- Review of Minimum Filing Requirements for compliance and sufficiency when compared to the County Franchise Ordinances (to accept the filing), including: i) performing analyses to validate the information contained in the rate filing by the private utility ("Company"); ii) attested to the revenues being generated against the customer billing statistics of the private utility system; iii) reviewed accounting records and other financial/source documents to confirm the information reflected in the company rate filing; and iv) performed other analyses to substantiate the rate filing information and financial results
- Evaluated utility plant in service and contributed capital to determine rate base (utility investment), including conducting a field review of the plant in service additions, retirements, and ending plant balances and the evaluation of used and useful analyses on functionalized plant based on capacity utilization
- Reviewed capital structure (rate of return); Analyzed trends in operation and maintenance expenses, including allocated corporate overhead expenses and management expenses, acquisition adjustments and extraordinary property loss adjustments
- Evaluated revenue requirement cost allocation, designed recommended rates based on determination of appropriate costs to be recovered, and evaluated customer bill impacts
- Prepared a report documenting review, all proposed adjustments to company rate filing, and basis for recommendation of proposed rates for utility service
- Assisted in rate settlement negotiations with franchise utility representatives and provided testimony to present the rate evaluation results before the Hearing Officer and the Board of County Commissioners (and during public information programs before the affected rate payers for each specific rate filing)

Raftelis prepared an evaluation of the seven franchised utilities (which were remaining at the time of evaluation) to present information to the County regarding a potential acquisition value of each franchised utility. The analysis

included (by franchise owner): i) a determination of a high-level replacement-cost-new-less-depreciation analysis; ii) preparation of an evaluation of the net present value of the estimated future cash flow of the system under private ownership (income approach); iii) prepared a debt capacity analysis (similar to the income approach) under public ownership to the net present value/bondable capacity; iv) prepared a comparable sales analysis for estimated like-kind transactions; v) identified customer impacts associated with transitioning private rates to County rates; and vi) prepared a report documenting assumptions and analyses for County consideration.

Street Lighting Services

In 2007, the County managed 779 street lighting districts consisting of over 125,000 residential property owners (includes single family, multifamily and apartment residential parcel classifications) and a small number of commercial parcels located in the County's unincorporated area (the "Program"). To serve the approximate 125,000 parcels, the Program includes 33,623 lights or fixtures and 28,910 poles. The rates for street lighting service had not been raised or adjusted in fifteen (15) years. PRMG was tasked to:

- Identify the expenditures and funding requirements to be derived from the street lighting assessments and develop a five-year forecast of the Program revenue requirements and the overall liquidity position
- Perform an evaluation of the poles, wires, conduits, fixtures and lights, and appurtenances (street lighting attributes) located within the individual districts necessary for lighting streets and the residential and commercial parcels that comprise such districts
- Perform a review of the ability of the current street lighting assessment rates (which there were 24 rate classifications at of Fiscal Year 2017) to meet the projected expenditure and funding requirements for the Program
- Assist in the development of proposed assessments to be applied the residential and certain commercial property owners within each respective district and the assessment roll for submittal to the Property Appraiser's Office

Raftelis prepared a rate-phasing plan to adjust rates to fully recover the cost of service and assisted in the update of the Street Lighting Ordinance and the assessment (rate) resolution required for notice to the customers and to adopt the rates, which was approved by the Board of County Commissioners.

Other Professional Services

Raftelis has also assisted the County with the following utility services:

- Providing assistance in the development of a Uniform Extension Policy, including development of alternative concepts and presentation of such to the various building associations for input and feedback
- Developing a financial evaluation model for capital project evaluation and prioritization (present value/payback analysis)
- Providing assistance to the County's financial advisor and consulting engineer relative to the development of a Strategic Plan for the utility
- Providing assistance to the County regarding development of a Junior Lien Bond Resolution, which was adopted in support of a variable to fixed rate SWAP issue by the County to achieve interest rate savings for its utility system
- Developing a comprehensive cost-of-service rate analysis for separate utilities not considered part of Department enterprise fund
- Performance of due diligence and transitional services associated with assisting the County in acquisition of private utilities located in County service areas.

Fort Pierce Utilities Authority FL

Services Provided

Electric rate study

Water and Sewer rate study

Reference: Javier Cisnero, Executive Director

P.O. Box 3191, Ft. Pierce, FL 34948

P: 772.466.1600 / E: jcisnero@fpu.com

Raftelis, previously Public Resources Management Group, Inc. (PRMG), has served the Fort Pierce Utilities Authority (FPUA) since 1996. FPUA serves approximately 28,000 electric customers, 20,000 water customers, 15,000 wastewater customers, and 4,000 natural gas customers.

Cost-of-Service/Rate Studies

Raftelis has prepared comprehensive cost-of-service and rate design studies for FPUA's electric, water, wastewater, and gas utility systems in 1996 and 2008 and 2021. The electric rate studies were reviewed and approved by the Florida Public Service Commission (FPSC). These comprehensive rate studies included development of a five-year financial forecast for each utility system and a cost-of-service analysis that served as the basis for the design of rate structures for various residential, commercial, and industrial users.

Raftelis recently finalized a cost-of-service and rate design study for FPUA's electric system. If approved by the Board, the recommended electric rates will be submitted to the FPSC for consideration.

Revenue Sufficiency Studies

Since 2009, Raftelis has prepared annual electric, water, wastewater, and natural gas revenue sufficiency studies for FPUA. Responsibilities of Raftelis as addressed in each study include:

- Developing customer and usage forecasts for each business unit
- Developing detailed projections of revenue requirements that:
 - Recognize increases in the cost of operations
 - Recognize the Authority's Capital Improvement Plans
 - Include revenues derived from purchased gas, energy costs, and adjustment factors
- Developing a detailed financial forecast of the utility operations necessary to meet net revenue requirements of the system

Raftelis recently completed an annual revenue sufficiency analysis in 2021 for the adoption of FPUA's proposed Fiscal Year 2022 Budget.

Capital Improvement Charge Study

In 2005 and 2018, Raftelis completed a capital improvement charge or impact fee study for FPUA's water and wastewater systems. The purpose of the study was to develop impact fees that satisfied the requirements of the Florida Impact Fee Act. The study included reviewing existing assets for the capacity available to serve new development, along with capital improvement projects that will result in expansion of water and wastewater capacity.

Bond Feasibility Reports

Raftelis is currently preparing a Bond Feasibility Report and working with the Authority's executive management and financing team to issue over \$100 million in utility revenue bonds. The report includes an evaluation of both

historical and projected financial operating results including projected cash reserves, debt service coverage and additional bonds test calculations.

Other Consulting Services

FPUA currently provides wholesale water and wastewater services to St. Lucie County Utilities (SLCU), and Raftelis has evaluated the adequacy of the wholesale charges several times. The most recent study concluded in 2018 and resulted in a new wholesale water and wastewater agreement between the parties. Subsequent to the wholesale rate study, Raftelis was engaged by both FPUA and SLCU to provide financial analyses related to the conceptual design and operation of a regional wastewater treatment plant that would be necessary to move the existing Hutchinson Island water reclamation facility.

Other additional consulting services include a monthly review of FPUA's purchased power costs and recommendations to increase or decrease FPUA's power cost adjustment (PCA).

City of Clearwater FL

Services Provided

Natural gas rate study

Reference: Jay Ravins, Finance Director

100 South Myrtle Avenue, Clearwater, FL 33756 / P: 727.562.4538 / E: jay.ravins@myclearwater.com

The City of Clearwater (City) owns and operates the Clearwater Gas System (CGS), which serves approximately 28,000 customers in Pinellas and Pasco Counties. The City engaged Raftelis in collaboration with Navillus Utility Consulting, LLC (Navillus) (collectively, the Raftelis Team) to conduct a comprehensive financial planning, cost-of-service, and rate design study. The Raftelis Team worked closely with City staff to develop an understanding of the financial and operational characteristics of the CGS system in order to develop appropriate assumptions and reasonable allocations.

The primary outcomes of this study were rate recommendations to sustainably fund CGS operations, reasonably align cost recovery (i.e., what CGS charges customers) with cost incurrence (i.e., how those customers use the CGS system) and improve alignment with industry best practices for natural gas ratemaking. Developing these recommendations involves the following 3 steps:

1. Establish the overall level of revenue needed to fund CGS operations in a financially sustainable manner (Financial Plan)
2. Determine the cost of serving each customer class in accordance with each class's use of the gas system (Cost-of-service Analysis)
3. Calculate rate adjustments to better align the cost of serving each class with the revenues generated by that class and improved alignment with industry best practices (Rate Design)

Raftelis is currently providing ongoing rate and financial consulting services to CGS. These services include various cost-of-service analyses and support.

FLORIDA EXPERIENCE

The Raftelis team has extensive experience serving Florida public-sector agencies. The matrix below shows some of the Florida public-sector entities/utilities that the Raftelis team has served.

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FLORIDA EXPERIENCE

The Raftelis team has extensive experience serving Florida public-sector agencies. The matrix below shows some of the Florida public-sector entities/utilities that the Raftelis team has served.

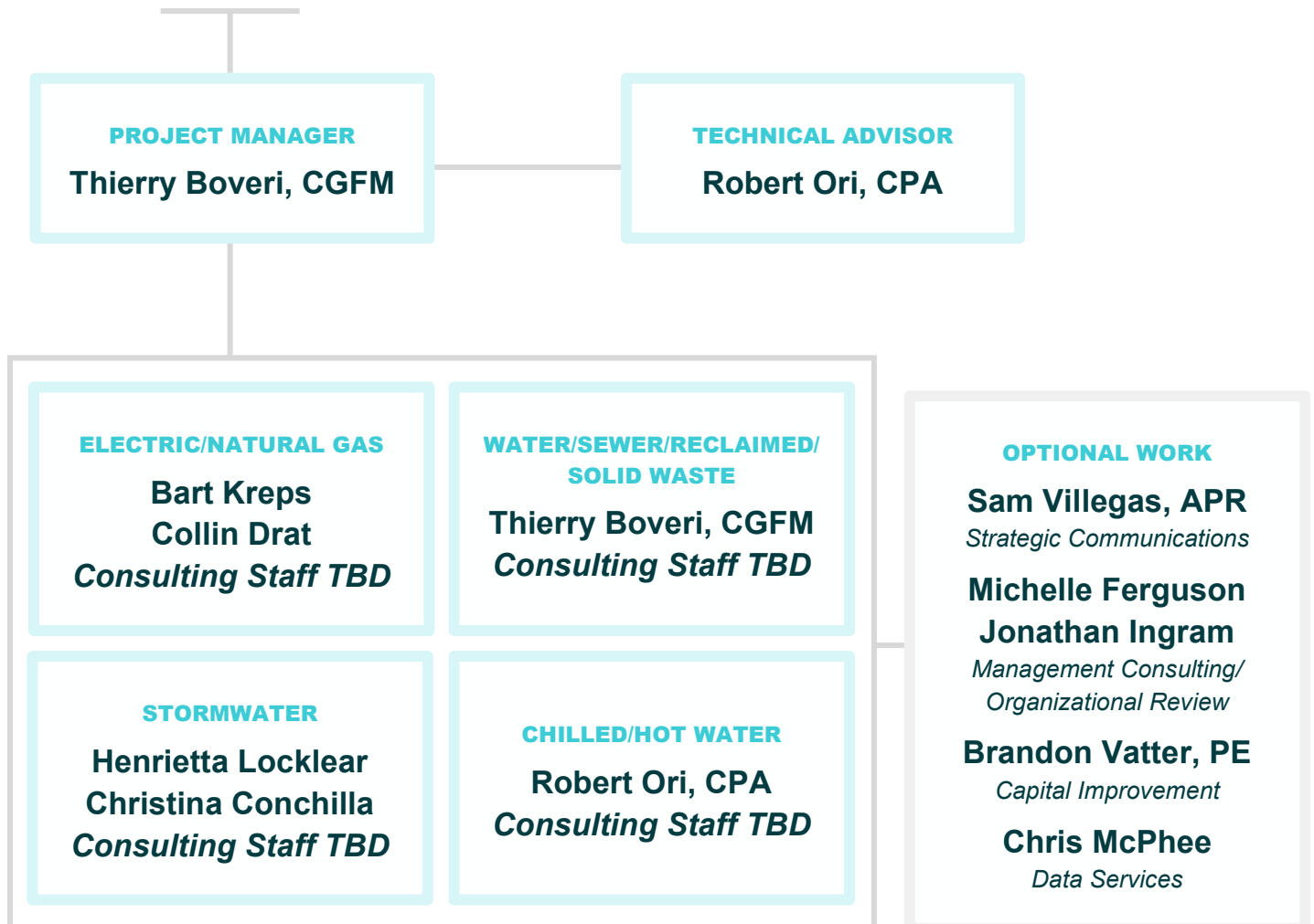
	Rate Studies & Pricing																
	Water	Wastewater	Stormwater	Irrigation, Raw, Reuse Water	Electric	Natural Gas	Solid Waste	Wholesale Rates	Enterprise Consolidation	Financial Planning	Impact Fees	Management Consulting	Valuation	Litigation Support	Management Accounting	Contracts/Ordinances	Debt Issuance Assistance
Martin County	●	●		●			●	●		●	●	●	●	●		●	●
City of Mascotte		●						●		●	●					●	
City of Melbourne	●	●						●			●					●	●
City of Miami Beach	●	●	●					●		●							●
City of Miramar	●	●	●							●		●				●	●
City of New Smyrna Beach Utilities Commission	●	●			●												
Town of Oakland	●	●						●		●	●	●				●	●
City of Oakland Park	●	●					●	●				●					●
City of Ocala	●	●	●	●				●		●	●	●	●	●		●	
City of Oldsmar	●	●	●	●				●		●	●	●					
City of Orlando		●	●							●							
City of Oviedo	●	●		●						●	●	●	●			●	●
Town of Palm Beach								●		●			●				
Village of Palm Springs	●	●	●													●	
City of Panama City	●	●					●			●							
Pinellas County	●	●		●			●	●		●		●					
City of Plant City	●	●	●	●			●			●	●						●
City of Pompano Beach	●	●		●				●		●	●	●				●	
City of Port St. Lucie	●	●	●	●				●		●	●	●	●	●		●	●
St. Johns County	●	●		●				●		●	●		●			●	●
City of Sanford	●	●	●	●						●	●	●				●	●
Sarasota County	●	●					●			●							●
South Walton Utility Co., Inc.	●	●		●						●	●	●					
City of Stuart	●	●	●				●					●					●
City of Sunrise	●	●		●		●		●		●				●	●		●
Village of Tequesta	●		●							●		●		●		●	●
Tohopekialiga Water Authority	●	●		●				●		●	●			●			●
City of Tampa	●	●	●	●			●	●		●	●		●			●	●
City of Tavares	●	●		●					●	●	●					●	●
City of Vero Beach	●	●			●					●							
Volusia County	●	●	●	●				●		●	●	●	●			●	
Village of Wellington	●	●					●			●						●	●
City of West Palm Beach	●	●	●	●			●	●		●	●	●	●			●	●
City of Wilton Manors	●	●	●							●	●						
City of Winter Haven	●	●	●	●				●	●	●	●	●	●			●	●
City of Zephyrhills	●	●								●	●					●	●

Project Approach and Primary Engagement Team

We have developed a team of consultants who specialize in the specific elements that will be critical to the success of the District's project. Our primary approach to the engagement is to ensure adequate staffing for the concurrent review and evaluation of all the District's Utilities.

Our team includes senior-level professionals to provide experienced project leadership with support from talented consultant staff. This close-knit group has frequently collaborated on similar successful projects, providing the District with confidence in our capabilities. Here, we have included an organizational chart showing the structure of our project team. Please note that staff consultants assumed in support of the engagement will be contingent upon the final scope of services as will be later determined. On the following pages, we have included resume profiles for each of our team members as well as a description of their role on the project.

Central Florida Tourism Oversight District



TEAM QUALIFICATIONS & EXPERIENCE



Thierry Boveri CGFM

Vice President | Project Manager, Water/Sewer/Reclaimed/Solid Waste Lead

Role: Thierry will be responsible for overall project accountability and will manage the day-to-day aspects of the project ensuring it is within budget, on schedule, and effectively meets the District's objectives. He will also lead the consulting staff in conducting analyses and preparing deliverables for the project. Thierry will serve as the main point of contact for the project. He will also lead the water/sewer/reclaimed/solid waste components of this project.

Profile: Thierry brings a client-focused approach with a strong desire to provide value and client satisfaction. Thierry has performed numerous utility revenue sufficiency and cost-of-service studies for more than 55 local governments throughout the United States, prepared financial feasibility and disclosure reports totaling over \$1.5 billion in debt proceeds issued through the traditional bond market, state revolving loans, and rural development loans; and assisted in a variety of economic and miscellaneous fee studies. Thierry has also been involved in the formulation of financial policies regarding liquidity and financial position related to industry best management practices. He has supported contract negotiations and provided other related utility and management advisory services.



Robert Ori CPA

Executive Vice President | Technical Advisor, Chilled/Hot Water Lead

Role: Rob will serve as a technical advisor and will be available to provide quality assurance and control, industry perspective, and insights to the project. He will also lead the chilled/hot water components of this project.

Profile: Robert directs the preparation of rate and cost of service studies, feasibility and financial reports, strategic and economic analyses, and debt structuring analyses in support of governmental indebtedness for major capital improvement programs for water, wastewater, solid waste, reclaimed water, electric, natural gas, and stormwater utilities. Robert has been involved in the preparation of extension and concurrency policies, utility financial policies, valuation analyses for utility sales and purchase transactions, wholesale service and capacity sale contract negotiations, litigation services, and other related accounting, utility, and public management advisory services.



Bart Kreps

Vice President | Electric/Natural Gas Lead

Role: Bart will provide input and guidance as a Lead for the natural gas and electric components of this project.

Profile: Bart has been with Raftelis since 2002, managing a variety of projects to assist water, wastewater, stormwater, electric, and natural gas utilities in addressing economic and financial issues. Key areas of focus include utility rate, cost-of-service, and financial planning studies; capital financing plan development; bond forecast and feasibility studies; economic impact assessments; and system development fees studies. Bart has extensive experience in financial forecasting and modeling including the application of advanced techniques in risk management. Bart's background is focused predominantly on public finance. He has assisted many utilities in designing optimal capital financing plans and has developed numerous financial feasibility reports and forecasts related to more than \$1

billion in revenue bond sales. He is a Municipal Advisor Representative, having passed the Series 50 exam.



Collin Drat

Senior Manager | Electric/Natural Gas Lead

Role: Collin will provide input and guidance as a Lead for the natural gas and electric components of this project.

Profile: Collin has a background in public finance and statistical modeling. Since joining Raftelis, he has had the opportunity to participate in an array of utility financial and rate consulting engagements involving water and wastewater demand analysis, financial planning, cost-of-service analysis, cost-of-service review and rate design.



Henrietta Locklear

Vice President | Stormwater Lead

Role: Henrietta will provide input and guidance as a Lead for the stormwater components of this project.

Profile: Henrietta has 17 years of experience in local government finance and stormwater management. She specializes in working with local government staff, stakeholders, and elected officials to identify solutions and implement programs to meet environmental and public health challenges. Henrietta is experienced in governmental financial analysis and planning, particularly in stormwater utility implementation and rate studies. She is also experienced in all aspects of utility implementation, with particular focus on policy analysis and development, and data and billing system implementation. Henrietta has worked with more than 50 local governments on stormwater funding analyses, fee feasibility, or implementation projects and has served as project manager for more than 20 stormwater utility fee implementation projects. She is a Municipal Advisor Representative, having passed the Series 50 exam.



Christina Conchilla

Senior Consultant | Stormwater Lead

Role: Christina will provide input and guidance as a Lead for the stormwater components of this project.

Profile: Christina has experience in the development of stormwater utilities and supporting the programmatic, financial, data management, and public relations elements that are part of implementing a utility. In addition to stormwater utility development, Christina has experience with wetland delineation, permitting and mitigation, Brownfields assessments, environmental due diligence activities, and NEPA planning.

ABILITY TO ENGAGE IN THE PROCESS WITHIN THE TIMETABLE PROVIDED

Managing project schedule/providing efficient services:

Raftelis employs several management strategies to heighten the effectiveness and efficiency of the services we provide to our clients. We place a high priority on being responsive to our clients and, as we determine scope and staffing for each project, we carefully consider our workload and the availability of resources to meet client needs and project schedules.

Each week, the Raftelis management team participates in a conference call to review the number of consulting hours required to meet the needs of our clients during the upcoming week. This weekly meeting allows our project managers to deploy our consulting staff in a flexible manner that ensures a suitable level of hours will be devoted to the District even during periods of accelerated deadlines and heavy work requirements.

Our project management conference calls provide Raftelis project managers with opportunities to effectively distribute work within a project. However, it is equally important that consulting hours spent on the project are tracked and compared to project budgets on a real-time basis. Raftelis uses project management software to monitor project progress, consulting hours, and budgets.

If selected for this project, we will conduct a comprehensive scoping meeting with PRAG and District staff and our project team to discuss the work plan to ensure we are in agreement on how best to achieve the District's goals and objectives. This meeting will include a discussion of our proposed schedule and District's timing requirements for meetings, milestones, and deliverables, so that our teams have a full understanding of what to expect on the project. Throughout the project, we will provide PRAG and the District with frequent updates so that you are constantly aware of the status of the project and our progress towards meeting milestones and deadlines.

Workload and availability:

With the depth of 140 consulting professionals, and specifically the current and anticipated workload of the individuals assigned to this project, we have the availability to provide the requested services in a timely and efficient manner to meet the scheduling requirements and objectives of PRAG. As a rule, Raftelis operates at a company-wide project utilization of approximately 65% to 75%. This level of utilization, which we expect to continue through the proposed timeline of this project, will provide the project team with ample time to allocate to PRAG's engagement.

Raftelis actively manages the distribution of our staff hours to ensure we allocate the necessary resources to meet the needs of each of our clients. Raftelis' executive and management team participate in a weekly conference call to review the number of consulting hours required to meet the needs of our clients during the upcoming week. This weekly meeting allows our project managers to deploy our consulting staff in a flexible manner that ensures a suitable level of hours will be devoted to each client.

Additional Firm Capabilities



FINANCE: Meet your goals while maintaining a financially sustainable organization

- Rate, charge, and fee studies
- Financial and capital planning
- Cost of service and cost allocation
- Customer assistance programs
- Affordability analysis
- Utility valuation
- Budget development
- Financial condition assessments
- Debt issuance support
- Economic feasibility and analysis



COMMUNICATION: Communicate strategically to build an informed, supportive community

- Strategic communication planning
- Public involvement and community outreach
- Public meeting facilitation
- Graphic design and marketing materials
- Media and spokesperson training
- Risk and crisis communication
- Social media strategy
- Visual facilitation
- Virtual engagement



STRATEGIC PLANNING: Set the direction for the future of your organization and community

- Organization, department, and community-based strategic planning
- Effective Board / Commission / Council governance
- Retreat planning and facilitation



ORGANIZATION: Plan for long-term sustainability and operate with maximum efficiency

- Organizational and operational assessments
- Stormwater utility development and implementation support
- Performance measurement
- Staffing analysis
- Organizational climate and culture
- Asset management and operations
- Regional collaboration and service sharing
- Process improvement



TECHNOLOGY: Use your data and technology to improve experience and gain valuable insights

- Billing, permitting, and customer information audits
- Business process development
- Data management, analytics, and visualization
- Performance measurement and dashboarding
- Software solutions
- Website development
- Information technology assessments and strategic planning
- Customer management assessments and optimization
- CIS selection and implementation
- AMR/AMI feasibility studies
- Mobile workforce management
- Meter data management
- CMMS selection and implementation
- GIS optimization services
- Fleet management systems

FEES

Hourly Billing Rates

Project team hours and expenses will be billed on the same invoice. Expenses related to travel may be billed at cost. The fees for service will be contingent upon formulation of a detailed scope of services based on the estimated labor effort pursuant to our hourly rates for service. Additional services outside the agreed upon scope of work will be billed on a time and materials basis. Raftelis' billing rates can be found below. These rates will be in effect for calendar year 2023 and will then increase annually by 3% unless specified otherwise by contract.

POSITION	HOURLY BILLING RATE*
Executive Vice President	\$375
Vice President	\$340
Senior Manager	\$295
Principal Consultant	\$280
Manager	\$260
Senior Consultant	\$230
Consultant	\$200
Creative Director	\$200
Associate	\$175
Graphic Designer	\$150
Analyst	\$125
Administration	\$95

**For services related to the preparation for and participation in deposition and trials/hearings, the standard billing rates listed above will be increased by an amount up to 50 percent.*

Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 9.2

Page 1 of 1

Meeting Date	
May 10, 2023	
Agenda Item Name	
Consideration of Employment Agreement with John H. Classe, Jr. for a Special Advisory to the Board of Supervisors.	
Requested Action	
Approval of the Employment Agreement with John H. Classe, Jr.	
Staff Report	
Pursuant to the Employment Agreement, John Classe, will no longer serve as District Administrator and will transition to an alternate role on May 11, 2023. In the new role as Special Advisor to the Board, Classe will report to the Board or to the new District Administrator and will be responsible for job duties, tasks, and responsibilities as defined or assigned which may include but are not limited to assisting the new District Administrator with a smooth transition, provide assistance, documentation, information and advice to the District related to matters handled by Classe in his previous role as District Administrator and perform special projects commensurate with Classe's previous job duties and responsibilities.	
Additional Analysis	
None	
Fiscal Impact Summary	
None	
Exhibits Attached	
1. Employment Agreement with John H. Classe, Jr.	

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") has been entered into and is effective on May 11, 2023, between the Central Florida Tourism Oversight District, a public corporation and public body corporate and politic of the State of Florida whose mailing address is Post Office Box 10170, Lake Buena Vista, Florida 32830-0170 (hereinafter referred to as the "District"), and John H. Classe, Jr. ("Classe") (collectively referred to as "Parties").

RECITALS

WHEREAS, the District desires to employ Classe as a Special Advisor upon the terms and conditions set forth herein, and Classe is willing to continue employment and enter into this Agreement under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and Classe agree as follows:

Section 1. **RECITALS.** The Recitals set forth above are incorporated fully herein are true and correct and form a material part of this Agreement.

Section 2. **NATURE OF EMPLOYMENT AND DUTIES.** Classe will no longer serve as the District Administrator for the District effective May 10, 2023, and will transition to an alternate role and position with the District effective May 11, 2023. Classe is designated by the District's Board of Directors (the "Board") to serve as a Special Advisor to the Board. Classe will report to the Board or to any person selected by the Board as District Administrator or Acting District Administrator (or similar title). In his capacity as a Special Advisor, Classe will be responsible for job duties, tasks and responsibilities as defined or assigned by the Board and/or its designee which may include, but are not limited to, (i) assisting any person selected by the Board as District Administrator or Acting District Administrator (or similar title) with the smooth transition from Classe as the previous District Administrator; (ii) provide assistance, documentation, information and advice to the Board and District relating to matters handled by Classe or for which Classe was involved or acquired knowledge of during his time in service as the District Administrator; and (iii) perform special projects commensurate with Classe's current job duties and responsibilities as assigned by the Board or any person selected by the Board as District Administrator or Acting District Administrator (or similar title). However, Classe will not have disciplinary, hiring and firing authority over any District employees without consent of the Board and/or its designee. Classe acknowledges and agrees that his job duties and responsibilities may be modified from time to time by the Board and/or the Board's designee at its sole discretion without the approval of Classe, and without requiring an amendment to this Agreement. In the performance of his duties, Classe shall

at all times comply with District customs, practices, policies, personnel and governance policies, and nondisclosure agreements, whether currently in existence or as may come into existence and whether or not in written form. Examples of such District practices and policies include, but are not limited to, its Code of Ethics and Nondiscrimination Policies. In addition, Classe agrees to perform such other or additional powers and duties as the Board may deem appropriate, or as may be delegated to him by the Board.

Section 3. EFFECTIVE DATE OF AGREEMENT AND RENEWAL OPTION. The effective date of this Agreement will be May 11, 2023 ("Effective Date"), and the Agreement will continue in effect through May 10, 2024 ("Agreement's Term"), subject to earlier termination in accordance with Section 4 of this Agreement. The District will have the option to renew this Agreement for an additional one (1) year upon providing notice to Classe, pursuant to the terms of Section 12.9 of this Agreement, at least thirty (30) calendar days prior to the expiration of the Agreement's Term.

Section 4. TERMINATION OF EMPLOYMENT.

Section 4.1 Termination by the District upon Dissolution. It is specifically agreed and understood that Classe's employment and this Agreement may be terminated by the District in the event the District ceases to exist. In that event, the District may terminate Classe's employment and this Agreement by giving Classe thirty (30) days' written notice of such termination ("Section 4.1 Notice Period") with termination to occur on the 30th day or later as specified in the written termination notice ("Dissolution Separation Date"). Classe must continue to report to work each day and fully perform his duties during this notice period and is not permitted to take vacation or other time off during this Section 4.1 Notice Period, unless permitted by the Board. The District shall have the option of accelerating the Section 4.1 Notice Period and relieving Classe of his duties immediately, or at any time during the Section 4.1 Notice Period, but Classe shall be paid any earned salary through the Dissolution Separation Date in accordance with the District's regular payroll practices and policies. No other monies, compensation, bonuses, or incentives will be due or owing to Classe with respect to services performed. Classe will continue to receive any health insurance benefits through this Section 4.1 Notice Period.

Where a termination occurs pursuant to this Section 4.1, provided Classe signs (and does not revoke) a separation, waiver and release agreement (to be prepared by the District) of all claims (known or unknown) against the District arising out of or relating to his employment with the District or termination thereof, as well as any other terms and conditions required by the District, a draft of which is attached hereto as Exhibit A, and provided Classe fully complies with any restrictive covenants that survive termination of his employment, Classe shall be entitled to receive as severance an amount equal to four (4) weeks of base compensation (calculated based on the salary in effect at the time of termination and minus applicable withholdings and deductions) to be paid in accordance with normal payroll practices, if such termination occurs on or before one (1) year of the Effective Date of this Agreement. There shall be no set-off of the severance if Classe

obtains alternate employment prior to the end of the four (4) week severance period. During the time period for which severance pay is provided, if Classe breaches any of the post-termination restrictive covenants, then Classe agrees and understands that the District has the right to cease all further severance payments immediately upon written notice to Classe and that Classe has no right to any further severance payments.

Section 4.2 Termination by the District with Reason. At any time the District may immediately, upon written notice to Classe to include the applicable sub-section of this Section 4.2, terminate Classe's employment and this Agreement "with reason" at the sole discretion and judgment of the Board. Classe has no right to challenge the Board's determination of the "with reason" termination, or the reasons provided in support of such termination. For purposes of this Agreement, Classe's employment shall be considered terminated "with reason" if Classe's employment is terminated by the District on account of the occurrence of one or more of the following, or similar, events whether such events occurred prior to, on or after the Effective Date of this Agreement:

- (a) Classe's failure or refusal to comply with directives from the Board or Board designees.
- (b) Classe's commission of any act of dishonesty, fraud, violation of law or any act which subjects the District, its officers, directors, or employees, to ridicule, humiliation or disrepute, including without limitation Classe engaging in a transaction in which he received an improper personal benefit.
- (c) Classe's engagement in conduct deemed a crime under Florida or federal law, whether or not it results in a conviction.
- (d) Classe's: (i) violations of any law, rule, regulation, constitutional provision, policy, by-law or interpretation of the District, which violation may, in the judgment of the District, reflect adversely upon the District; or, (ii) violation of Florida's Code of Ethics, Chapter 112, Part III of Florida Statutes.
- (e) Classe's misfeasance, malfeasance, nonfeasance, common law negligence, willful misconduct or conscious disregard for the interests of the District.
- (f) Classe's engagement in conduct as defined by Florida Statute 443.036(29).

Upon any termination "with reason," after the termination date is communicated to Classe, the District shall have no further obligations to Classe under this Agreement, except that any salary that is earned and unpaid through the date of termination shall be paid to Classe by the District in accordance with the District's regular payroll practices. Classe will continue to receive any health insurance benefits through the date of termination. No other monies, compensation, bonuses, or incentives will be due or owing to Classe. No severance will be provided to Classe.

Section 4.3 Termination by the District without Reason. The District may terminate Classe's employment and this Agreement "without reason" by giving Classe thirty (30) days' written notice of such termination ("Section 4.3 Notice Period") with

termination to occur on the 30th day or later as specified in the written termination notice ("Separation Date"). Classe must continue to report to work each day and fully perform his duties during this notice period and is not permitted to take vacation or other time off during this Section 4.3 Notice Period, unless permitted by the Board. The District shall have the option of accelerating the Section 4.3 Notice Period and relieving Classe of his duties immediately, or at any time during the Section 4.3 Notice Period, but Classe shall be paid any earned salary through the Separation Date in accordance with the District's regular payroll practices and policies. No other monies, compensation, bonuses, or incentives will be due or owing to Classe with respect to services performed. Classe will continue to receive any health insurance benefits through this Section 4.3 Notice Period.

Where a termination occurs pursuant to this Section 4.3, provided Classe signs (and does not revoke) a separation, waiver and release agreement (to be prepared by the District) of all claims (known or unknown) against the District arising out of or relating to his employment with the District or termination thereof, as well as any other terms and conditions required by the District, a draft of which is attached hereto as Exhibit A, and provided Classe fully complies with any restrictive covenants that survive termination of his employment, Classe shall be entitled to receive as severance the amount specified below depending on the date of his separation:

(i) if Classe's Separation Date occurs at any time after the Effective Date of this Agreement but before three (3) months after the Effective Date of this Agreement, Classe will receive an amount equal to ten (10) weeks of base compensation (calculated based on the salary in effect at the time of termination and minus applicable withholdings and deductions) to be paid, at Classe's election, either in accordance with normal payroll practices or in a lump sum payment;

(ii) if Classe's Separation Date occurs at any time between three (3) months and before six (6) months after the Effective Date of this Agreement, Classe will receive an amount equal to twelve (12) weeks of base compensation (calculated based on the salary in effect at the time of termination and minus applicable withholdings and deductions) to be paid, at Classe's election, either in accordance with normal payroll practices or in a lump sum payment;

(iii) if Classe's Separation Date occurs at any time between six (6) months and before nine (9) months after the Effective Date of this Agreement, Classe will receive an amount equal to sixteen (16) weeks of base compensation (calculated based on the salary in effect at the time of termination and minus applicable withholdings and deductions) to be paid, at Classe's election, either in accordance with normal payroll practices or in a lump sum payment;

(iv) if Classe's Separation Date occurs at any time between nine (9) months and before twelve (12) months after the Effective Date of this Agreement, Classe will receive

an amount equal to eighteen (18) weeks of base compensation (calculated based on the salary in effect at the time of termination and minus applicable withholdings and deductions) to be paid, at Classe's election, either in accordance with normal payroll practices or in a lump sum payment;

(v) if Classe's Separation Date occurs at any time that is twelve (12) months or later after the Effective Date of this Agreement, Classe will receive an amount equal to twenty (20) weeks of base compensation (calculated based on the salary in effect at the time of termination and minus applicable withholdings and deductions) to be paid, at Classe's election, either in accordance with normal payroll practices or in a lump sum payment.

To the extent Classe is required to elect a severance payment method (bi-weekly or lump sum payment) pursuant to sections 4.3(i)-(v) above, Classe must do so in writing pursuant to Section 12.9 of this Agreement on or before his Separation Date, otherwise the severance payments will occur in accordance with the District's normal payroll practices. There shall be no set-off of the severance if Classe obtains alternate employment prior to the end of the applicable severance periods referenced above in sections 4.3(i)-(v). During the time period for which severance pay is provided, if Classe breaches any of the post-termination restrictive covenants, then Classe agrees and understands that the District has the right to cease all further severance payments immediately upon written notice to Classe and that Classe has no right to any further severance payments. For purposes of this Section any references to a "month" are intended to refer to a calendar month.

Section 4.4 Resignation upon Notice by Classe. Classe may resign his employment and terminate this Agreement at any time by providing the District with thirty (30) days' written notice of such resignation ("Section 4.4 Notice Period") with resignation to occur on the 30th day or later as specified in the written termination notice ("Resignation Separation Date"). Classe must continue to report to work each day and fully perform his duties during this thirty (30) day Section 4.4 Notice Period and is not permitted to take vacation or other time off during this Section 4.4 Notice Period, unless permitted by the Board. Upon Classe providing notice of resignation to the District, the District shall have the option of accelerating the Section 4.4 Notice Period and relieving Classe of his duties immediately, or at any time during the Section 4.4 Notice Period, but Classe shall be paid any earned salary through the Resignation Separation Date in accordance with the District's regular payroll practices and policies. Classe will continue to receive any health insurance benefits through this Section 4.4 Notice Period.

No other monies, compensation, bonuses, or incentives will be due or owing to Classe with respect to services performed. In the event Classe resigns under this Section 4.4, provided Classe signs (and does not revoke) a separation, waiver and release agreement (to be prepared by the District) of all claims (known or unknown) against the District arising out of or relating to his employment with the District or termination thereof, as

well as any other terms and conditions required by the District, a draft of which is attached hereto as Exhibit A, and provided Classe fully complies with any restrictive covenants that survive post-termination of his employment, Classe shall be entitled to receive as severance the amounts specified in Section 4.3(i)-(iv) in accordance with the timing of his Resignation Separation Date in relation to the Effective Date of this Agreement.

To the extent Classe is required to elect a severance payment method (bi-weekly or lump sum payment), Classe must do so in writing pursuant to Section 12.9 of this Agreement on or before his Resignation Separation Date, otherwise the severance payments will occur in accordance with the District's normal payroll practices. There shall be no set-off of the severance if Classe obtains alternate employment prior to the end of the applicable severance periods referenced above in sections 4.3(i)-(v). During the time period for which severance pay is provided, if Classe breaches any of the post-termination restrictive covenants, then Classe agrees and understands that the District has the right to cease all further severance payments immediately upon written notice to Classe and that Classe has no right to any further severance payments. For purposes of this Section any references to a "month" in Section 4.3 of this Agreement are intended to refer to a calendar month.

Section 4.5 Termination by Non-Renewal. Classe's employment will terminate at the conclusion of the Agreement's Term as defined in Section 3 above unless this Agreement is otherwise renewed. If Classe's employment terminates due to non-renewal, Classe will receive the severance amount referenced in Section 4.3(v) provided Classe signs (and does not revoke) a separation, waiver and release agreement (to be prepared by the District) of all claims (known or unknown) against the District arising out of or relating to his employment with the District or termination thereof, as well as any other terms and conditions required by the District, a draft of which is attached hereto as Exhibit A, and provided Classe fully complies with any restrictive covenants that survive termination of his employment.

Section 5. SALARY AND BENEFITS. Classe's base salary and attendant benefits including, but not limited to, allowances, reimbursements, post retirement insurance, vacation accruals, sick accruals, and holidays, will remain in effect in the same manner and amount as they existed on the day prior to the date he executes this Agreement. Classe's salary will be paid, less applicable taxes and other legal withholdings, consistent with the District's regular payroll distributions, during the employment year. The Board may consider and provide increases to Classe's base salary at any point during the Agreement's Term; however, during the Agreement's Term, Classe's base salary will not be decreased below the base salary Classe was receiving on the day prior to the date he executes this Agreement. Classe shall be eligible to participate in the District's employee health benefit plans, and any retirement and other benefit plans, which are provided to other employees in similar positions and as provided pursuant to statutes, rules, and regulations applicable to retirement benefits under Florida's Retirement

System ("FRS"). If Classe retires as defined in this Section and at the time of retirement Classe is age sixty-two (62) or older and has completed at least seven (7) years of full-time service with the District, Classe will be eligible to receive standard health insurance coverage for himself and his eligible dependents at no charge to Classe pursuant to the terms of the District's policy and corresponding benefit plans regarding supplemental health benefits for tenured District retirees ("Post-Retirement Health Benefits"). "Retire", for purposes of this Section, is defined as: (1) a termination of District employment with the District pursuant to Sections 4.1, 4.3, 4.4, and 4.5; (2) retirement under FS 112.0801(2); and (3) the immediate receipt of benefits from FRS Pension Plan and/or DROP termination, or meeting one of the criteria for PEORP (Investment Plan) members as outlined by Florida statute. Classe understands that he must meet any and all eligibility requirements of the particular benefit plan(s) as a condition of Classe's participation in any such plan. To the extent Classe is currently eligible and may be eligible in the future to receive benefits as a result of his participation in the District's Survivor Income Plan ("Income Plan"), as amended and restated effective March 25, 2020, Classe will continue to receive benefits and/or be eligible for participation in that Income Plan pursuant to the terms of the Income Plan which are established in the Plan Document. The District may, in its sole discretion, change, modify, amend or terminate any of the benefits provided to its employees, including to Classe and including the terms of the Post-Retirement Health Benefits and/or the Income Plan, at any time in a manner which does not discriminate between Classe and other employees of the District who are eligible to participate in such benefits and as otherwise permitted by law.

Section 6. DISTRICT PROPERTY AND EQUIPMENT. Classe acknowledges that he may currently have in his possession and/or be provided a mobile phone, laptop computer, tablet, corporate credit card, and/or other District owned property for his use as a District employee. Classe agrees to provide an accounting of these items in his possession within three (3) business days of his execution of this Agreement and to return any such items as requested by the Board and/or its designee immediately upon such request. Classe understands and agrees that personal communications using electronic devices provided by the District (cell phone, tablet, laptop) , including, but not limited to emails, text messaging, instant messaging, telephone calls, etc., are to be limited and at all times professional, and that communications via such devices are subject to disclosure in compliance with Florida's Public Records Law. Classe agrees to return all property and all documents and/or electronic media related to the District (and including all copies thereof) upon termination of employment and/or upon request by the Board or its designee at any time. Such property includes, but is not limited to, contracts, financing, research and development, business development plans, education programs, training materials and manuals, policy manuals, personnel manuals, keys, equipment, files, documents, copies of documents, computer printouts or software, electronic media, unpublished advertisements, brochures, business plans, records, drawings, materials, papers and copies thereof. It is specifically agreed that any documents, card files, notebooks, Rolodex, electronic media, etc. containing District information are the property of the District regardless of by whom they were compiled.

Section 7. COOPERATION. Classe agrees during his employment and after the termination of his employment, regardless of reason for termination, and whether terminated by the District or Classe, to make reasonable efforts to cooperate with the District in (1) the transition of his job duties and responsibilities, (2) any administrative process and/or internal or external investigation which directly or indirectly involves the District and about which Classe has knowledge, and (3) in the prosecution or defense of any lawsuit related to the District's activities which directly or indirectly involves Classe and/or about which Classe has knowledge. Classe agrees that he will not omit or withhold any information, material or otherwise, in response to inquiries from the Board or its designee under this Section and that he will provide prompt, timely, effective, and substantive responses to any such inquiries. Classe further agrees to provide accurate, truthful, comprehensive, and complete information as part of his agreement to cooperate and his obligations under this Section and to the extent he is requested (1) to provide interviews with and/or responses to inquiries from District counsel and/or at the direction of the District with respect to matters related to the District's activities which directly or indirectly involve Classe and/or about which Classe has knowledge and/or (2) to provide deposition, court, and/or regulatory/administrative testimony with respect to matters related to the District's activities that directly or indirectly involve the District and about which Classe has knowledge. Classe shall receive no additional compensation for rendering such services pursuant to this Section if such cooperation and corresponding services occur during his employment with the District or for a period of two (2) years from and after the termination of his employment from the District. In the event Classe is requested or required to comply with the terms of this Section 7 after two (2) years following the termination of his employment from the District, the District will, in accordance with applicable laws, rules and regulations, provide hourly compensation to Classe for his services in the amount of \$175.00 per hour, minus applicable withholdings and deductions. In order to receive such hourly compensation Classe must: (1) first receive advance approval for cooperation services performed, and (2) keep and submit accurate and detailed time records in accordance with the directives and requests of the Board and/or its designee.

Section 8. RESTRICTIVE COVENANTS

Section 8.1 Non-competition. Classe agrees that during his employment with the District, and for a period of two (2) years from and after the termination, for any reason or no reason, with or without notice or cause, or by the District or Classe, of Classe's employment with the District, Classe shall not accept employment or establish any business relationship (including but not limited to a consulting relationship or acting as an owner, officer, director, shareholder, investor, guarantor, partner, lobbyist, solicitor, member, manager, agent, employee, or independent contractor), direct or indirect, with any taxpayer of the District, to include the parents, subsidiaries, divisions, franchisees, predecessors, successors, or assigns of any taxpayer of the District, or with any municipality located within the District within the two (2) year period referenced

above. Also, Classe agrees he will not engage in any other activities that conflict with Classe's obligations to the District.

Classe and the District agree that the District operates and provides services throughout Central Florida and Employee performs or will perform services throughout Central Florida and other geographical locations. The District and Classe agree that this covenant is reasonable with respect to its duration, geographical area, and scope. Upon Classe's termination from employment, the Board, in its sole discretion, may modify or limit this restriction, in whole or in part, in a writing, to assist Classe in his future endeavors, but only after Classe has made a full and complete disclosure to the Board of Classe's intended activities, and the Board has had an opportunity to fully assess the impact of Classe's future employment, engagement and/or affiliation, on the District. This provision survives the termination of Classe's employment and this Agreement.

Section 8.2 Non-Solicitation. Classe agrees that, during his employment with the District, and for a period of two (2) years from and after the termination, for whatever reason or no reason, with or without notice or cause, by the District or Classe, of Classe's employment with the District, Classe shall not on behalf of Classe or any person or entity:

(a) directly or indirectly, by any means, including but not limited to social media such as Facebook, LinkedIn, or Twitter, engage, hire, employ, or solicit any employee of the District, or otherwise induce or attempt to induce or combine or conspire with any employee of the District to leave employment of the District or alter the employment relationship of any employee with the District and, in the event of an unsolicited approach by a current employee, will not communicate with that individual concerning employment opportunities and will not hire or influence others to hire the individual who is or has been so employed by the District;

(b) provide any assistance, encouragement, information, or suggestion to any person or entity regarding the solicitation or hiring of any employee of the District; or

(c) directly or indirectly by any means, including but not limited to social media such as Facebook, LinkedIn, or Twitter, solicit or induce or attempt to solicit or induce any vendor, partner, or supplier of the District, or directly or indirectly interfere or otherwise adversely alter the District's relationship, with any of its vendors, partners, or suppliers or prospective or potential vendors, partners, or suppliers.

Section 8.3 Non-Disclosure and Confidentiality. Classe shall not at any time, in any fashion, form or manner, either directly or indirectly, divulge, disclose, or communicate to any person, firm, or corporation, or other entity, or utilize for his own benefit, in any manner whatsoever, any trade secrets, or confidential business or professional information, of any kind, nature, or description concerning any matters affecting or relating to the research, development, or business affairs of the District (collectively referred to as the "Confidential Information"). Confidential Information does not include

information, which is generally known or easily ascertainable by non-parties of ordinary skill. Confidential Information is not to be disclosed to any third person or entity except those authorized by the District. This prohibition is effective during the term of this Agreement and following Classe's employment (regardless of the reason for termination, and whether terminated by the District or Classe). Classe agrees that he will not seek or in any way attract, either directly or indirectly, media attention to this Agreement or the business operations of the District or any of the District's taxpayers. Classe further agrees that he will not in any way, directly or indirectly, make any public announcements or publish any materials relating to the business operations of the District or its taxpayers or his experience as an employee of the District. The restrictions in this section apply to written media, print media, or social media.

All such Confidential Information, including all copies thereof, and any other information not specifically designated by the District for release to the public, that may come into the possession of Classe during the term of this Agreement and during his prior term of employment as District Administrator, including all copies thereof, shall be delivered to the District upon the District's request. Classe shall not make, download or retain copies of or excerpts of such Confidential Information in violation of this Agreement.

The parties agree and acknowledge that this restriction as to the District's protection of its "Confidential Information" is not contrary to public policy and is neither overbroad, nor overlong and is otherwise reasonably necessary to support and protect the District's legitimate business interests, including but not limited to protecting Confidential Information. Classe acknowledges that a violation of this provision would cause irreparable harm to the District.

Classe understands that it is the District's intention to maintain the confidentiality of this information notwithstanding that employees of the District may have free access to the information for the purpose of performing their duties with the District, and notwithstanding that employees who are not expressly bound by agreements similar to this Agreement may have access to such information for job purposes, Classe acknowledges that it is not practical, and shall not be necessary, to mark such information as "confidential," nor to transfer it within the District by confidential envelope or communication, in order to preserve the confidential nature of the information. This provision survives the termination of Classe's employment and this Agreement.

Section 8.4 No Lobbying. Without limiting any other post-employment restrictions, Classe agrees that for a period of two (2) years from and after the termination, for any reason or no reason, with or without notice or cause, or by the District or Classe, of Classe's employment with the District, Classe shall not act as a lobbyist for compensation or otherwise personally represent another person or entity for compensation before the Board of Supervisors or the District or any of its Board members, employees, agents, boards or committees.

Section 9. EXCLUSIVITY OF SERVICES; CONFLICT OF INTERESTS & SELF-DEALING RESTRICTIONS.

Section 9.1 Exclusive Services. Classe shall perform all duties under this Agreement on a full-time and exclusive basis. During his employment, Classe shall not participate in, render services to, become employed by, or otherwise receive remuneration for any services rendered from any business or entity, unless approved in writing by the Board.

Section 9.2 Conflicts of Interest. Classe must report any real, potential or perceived conflict of interest to the Board immediately upon learning of such conflict of interest, whether involving himself or others.

Section 10. TOLLING AND SURVIVAL. In the event Classe shall breach any of the provisions of Section 8 of this Agreement, the running of the period of the restrictions set forth in Section 8 shall be tolled during the continuation(s) of any such breach or breaches, and the running of the period of such restrictions shall commence or commence again only upon compliance by Classe with the terms of the applicable Section or subsection that have been breached. Classe agrees the covenants and agreements contained in Section 8 of this Agreement shall be fully enforceable irrespective of how long Classe has been in the employment of the District and irrespective of the reasons for the termination of Classe's employment with the District and without regard to which party terminated the employment. Notwithstanding any language contained in this Agreement to the contrary, the covenants and agreements contained in this Agreement beginning with Section 8 and continuing through the end of this Agreement, shall survive the termination of Classe's employment and this Agreement hereunder for the periods set forth in the covenants contained in Section 8 or as allowed by law, and subject to any tolling as set out herein.

Section 11. REPRESENTATIONS AND WARRANTIES. The District and Classe mutually represent and warrant that each party has the full right and power to enter into and fully perform this Agreement. Furthermore, the District and Classe mutually represent and warrant that they have not made (nor will they make) any contractual or other commitments which would conflict with the performance of their obligations under this Agreement or the full enjoyment by the other party of the rights granted by the Agreement.

Section 12. MISCELLANEOUS.

Section 12.1 Applicable Law. This Agreement is made in the State of Florida, shall be governed, construed and regulated under and exclusively by the laws of the State of Florida (without giving regard to its choice of law provisions). Jurisdiction for any suit, action or legal proceeding arising out of or related to this Agreement shall be brought in the courts of the State of Florida, in Orange County.

Section 12.2 Modification, Change and Waiver. No modifications or change shall be made to the terms and conditions of this Agreement, except as mutually agreed upon in writing by the parties. Any agreement on the part of a party to any waiver of any provision of this Agreement will be valid only if set forth in an instrument in writing signed on behalf of such party. A waiver by a party of the performance of any covenant, agreement, obligation, condition, representation or warranty will not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any party of the performance of any act will not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time.

Section 12.3 Entire Understanding. This Agreement represents the entire understanding of the parties regarding the subject matter of this Agreement and neither party is relying upon any representation not contained in the Agreement. This Agreement supersedes and replaces any and all prior agreements or understandings between the Parties arising out of or relating to the employment or contractual relationship between Classe and the District.

Section 12.4 Severability. In the event that any provision of this Agreement shall be deemed invalid, unreasonable or unenforceable by a court of competent jurisdiction, such provision shall be stricken from the Agreement or modified so as to render it reasonable, and the remaining provisions of this Agreement or the modified provision shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the interest of the parties at the date of this Agreement.

Section 12.5 Headings. The headings at the beginning of each paragraph and subparagraph of this Agreement are for convenience only and shall not in any way affect the interpretation of any paragraph of this Agreement or the entire Agreement.

Section 12.6 Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

Section 12.7 Remedies, Attorney Fees and Costs. In the event of one party's breach of this Agreement, the other party shall be entitled to any remedies and damages available in law or equity, including injunctive relief for the District in the event of a breach by Classe of Section 8. In the event of any action brought under this Agreement, each party will bear its own costs and attorney's fees, including any appellate proceedings. The remedies provided for herein or otherwise available to the parties shall be cumulative, and no one such remedy shall be exclusive of any other and the exercise of any one shall not preclude the exercise or be deemed a waiver of any other remedy nor shall the specification of any remedy exclude or be deemed to be a waiver at law or

in equity which may be available to a party, including any rights to damages or injunctive relief.

Section 12.8 Additional Documents. The parties shall execute and deliver any and all additional papers, documents and other instruments and shall do any and all further acts and things reasonable and necessary in connection with performance of their obligations hereunder to carry out the intent of this Agreement.

Section 12.9 Notice. All notices, demands and other communications required or permitted to be given or made under this Agreement shall be in writing and will be deemed to have been given: (a) on the date of personal delivery; or (b) (i) three (3) business days after the date of deposit in the United States Mail, postage prepaid, by registered or certified mail, return receipt requested, (ii) on the date of transmission by facsimile or electronic transmission, or (iii) the day following the date of delivery to a nationally recognized overnight courier service, in each case addressed as follows, or to such other address or person or entity as the parties may designate by notice to each party in accordance with this subsection 12.9:

To the District: Central Florida Tourism Oversight District
 Attention: Board of Supervisors, Chair
 P.O. Box 10170
 Lake Buena Vista, Florida 32830-0170

To Classe: John H. Classe, Jr.
 106 Seville Chase Drive
 Winter Springs, FL 32708

Section 12.10 Assignment and Successors. The rights and obligations of Classe under this Agreement are not assignable. The rights and obligations of the District under this Agreement inure to the benefit and, to the extent permitted by law, shall be binding upon the successors and assigns of the District.

Section 12.11 Set Off. The District shall be entitled to set off against any amounts it owes to Classe, any amounts Classe owes to the District, consistent with applicable law, including all such costs, damages, or liability against any payments otherwise owed to the District by Classe.

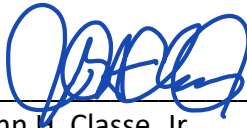
Section 12.12 Jury Trial. **THE PARTIES HEREBY KNOWINGLY, WILLINGLY AND VOLUNTARILY WAIVE IRREVOCABLY ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY IN CONNECTION WITH THIS AGREEMENT AND EXECUTIVE'S EMPLOYMENT WITH THE DISTRICT.**

Section 12.13 Certificate of Understanding. Classe represents and agrees that he received a copy of this Agreement for review and study before being asked to sign it; read

this Agreement carefully; had sufficient opportunity before the Agreement was signed to ask questions about the provisions of the Agreement; understands his rights and obligations under the Agreement and voluntarily signed this Agreement.

IN WITNESS WHEREOF, the parties have executed this fourteen (14) page Employment Agreement on the dates indicated below and to be effective on the day and year specified herein.

5/2/23
Date


John H. Classe, Jr.

Central Florida Tourism Oversight District

Date

Martin Garcia, Chair

WSACTIVE LLP:13982363.1

EXHIBIT A - EMPLOYMENT AGREEMENT

SPECIAL SEPARATION AGREEMENT AND GENERAL RELEASE

This Special Separation Agreement and General Release ("Agreement") is entered into by and between the Central Florida Tourism Oversight District, a public corporation and public body corporate and politic of the State of Florida whose mailing address is Post Office Box 10170, Lake Buena Vista, Florida 32830-0170 (hereinafter referred to as the "District"), and John H. Classe, Jr. ("Classe") with each party intending to be bound by the terms and conditions of this Agreement. For purposes of this Agreement, the District and Classe are collectively referred to as "Parties." For purposes of this Agreement, the District includes its parents, subsidiaries, divisions, affiliates, insurers, stockholders, predecessors, successors, assigns, agents, directors, insurers, professional employer organizations, benefit plans, officers, employees, representatives, and attorneys.

In consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the Parties expressly, knowingly, and voluntarily agree to the following:

1. **Consideration.** In consideration for Classe's execution of this Agreement the District will provide Classe with a Special Separation Package ("Package"). Classe agrees that he would not otherwise be entitled to receive a Package and that he is receiving the Package in exchange for, among other things, the general release and waiver contained in this Agreement. The Package shall consist of the following:

- a. Classe's Separation Date will be _____.
- b. Classe will receive a lump sum of _____ thousand _____ hundred dollars and _____ cents (\$ _____), minus applicable withholdings and deductions, ("Separation Amount") to be paid on the next scheduled payday that is at least three (3) business day following both Parties' execution of this Agreement and the expiration of the revocation period referenced in Paragraph Thirteen (13) below. Classe will receive an IRS Form W-2 at the end of the calendar year in which the Separation Amount is paid.

2. **General Release.** For purposes of this Paragraph the "Releasees" include the District and its parents, subsidiaries, divisions, affiliates, insurers, stockholders, predecessors, successors, assigns, agents, directors, insurers, professional employer organizations, benefit plans, officers, employees, representatives, and attorneys. In exchange for the above referenced consideration, Classe and his descendants, dependents, heirs, executors, administrators, assigns, and successors, fully, finally and forever release and discharge Releasees from any and all claims and rights of any kind that he may have, whether now known or unknown, suspected or unsuspected, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended (Title VII), the Age Discrimination in Employment Act of 1967 (ADEA), the Americans with Disabilities Act of 1990, as amended (ADA), the Older Workers Benefit Protection Act (OWBPA), the Family and Medical Leave Act of 1993 (FMLA), as well as claims arising out of or in any way connected with his employment or contractual relationship with the

District or Releasees or the ending of that relationship as of the date this Agreement is executed. These claims and rights released include, but are not limited to federal, state, civil or statutory laws, including any and all human rights laws and laws against discrimination or retaliation, any other federal, state or local fair employment or whistle-blower statute, code or ordinance, common law, contract law, tort (including claims regarding breach of oral or written contract; negligent misrepresentation; promissory estoppel; detrimental reliance; fraud; etc.), including, but not limited to, fraudulent inducement to enter into this contract, and any and all claims for attorneys' fees. Classe represents that he knows of no claim that he has that has not been released by this Paragraph and he intends this release to release Releasees to the maximum extent permitted by law.

3. **No Re-Employment.** Classe agrees not to reapply or otherwise seek employment with or any working, temporary or independent contractor relationship with the District. Classe also waives any and all claims for the District's failure to consider him for any future employment or any similar working, temporary or contractual relationship.

4. **Affirmations.** Classe acknowledges and agrees that the District has paid him for any and all hours worked, including minimum wage, overtime, commissions, bonuses, and any and all other forms of remuneration. Classe represents, warrants, and acknowledges that the District owes him no wages, overtime, commissions, bonuses, sick pay, personal leave pay, severance pay, vacation pay, or other compensation, bonuses, incentives, or payments or form of remuneration of any kind or nature, other than that specifically provided for in Paragraph 1 of this Agreement. The Parties acknowledge that this provision is not intended to impact Classe's eligibility for or participation in any Florida Retirement System benefits to which he is entitled or eligible pursuant to Paragraph Five (5) of this Agreement nor is it intended to impact Classe's eligibility for or participation in the District's Survivor Income Plan ("Income Plan"), as amended and restated effective March 25, 2020 as Classe will continue to receive benefit and/or be eligible for participation in that Income Plan pursuant to the terms of the Income Plan which are established in the Plan Document.

5. **Benefits.** Classe shall be eligible to participate in the District's employee health benefit plans, and any retirement and other benefit plans, which are provided to other employees in similar positions to the position he separated from and as provided pursuant to statutes, rules, and regulations applicable to retirement benefits under Florida's Retirement System ("FRS"). Classe is eligible to receive standard health insurance coverage for himself and his eligible dependents at no charge to Classe pursuant to the terms of the District's policy and corresponding benefit plans regarding supplemental health benefits for tenured District retirees ("Post-Retirement Health Benefits"). Classe understands that he must meet any and all eligibility requirements of the particular benefit plan(s) as a condition of Classe's participation in any such plan. To the extent Classe is currently eligible and may be eligible in the future to receive benefits as a result of his participation in the District's Survivor Income Plan ("Income Plan"), as amended and restated effective March 25, 2020, Classe will continue to receive benefits and/or be eligible for participation in that Income Plan pursuant to the terms of the Income Plan which are established in the Plan Document. The District may, in its sole

Commented [A1]: This section/provision will only be included in Classe's separation agreement if Classe meets the terms of eligibility for no cost retiree health benefits pursuant to his employment agreement.

discretion, change, modify, amend or terminate any of the benefits provided to its employees, including to Classe and including the terms of the Post-Retirement Health Benefits and/or the Income Plan, at any time in a manner which does not discriminate between Classe and other employees of the District who are eligible to participate in such benefits and as otherwise permitted by law.

6. **Confidentiality and Return of Company Property.** Classe shall not at any time, in any fashion, form or manner, either directly or indirectly, divulge, disclose, or communicate to any person, firm, or corporation, or other entity, or utilize for his own benefit, in any manner whatsoever, any trade secrets, or confidential business or professional information, of any kind, nature, or description concerning any matters affecting or relating to the research, development, or business affairs of the District (collectively referred to as the "Confidential Information"). Confidential Information does not include information, which is generally known or easily ascertainable by non-parties of ordinary skill. Confidential Information is not to be disclosed to any third person or entity except those authorized by the District. Classe agrees that he will not seek or in any way attract, either directly or indirectly, media attention to this Agreement or the business operations of the District or any of the District's taxpayers. Classe further agrees that he will not in any way, directly or indirectly, make any public announcements or publish any materials relating to the business operations of the District or its taxpayers or his experience as an employee of the District. The restrictions in this paragraph apply to written media, print media, or social media.

All such Confidential Information, including all copies thereof, and any other information not specifically designated by the District for release to the public, that may have come into Classe's possession during his employment with the District, including all copies thereof, shall be delivered to the District within two (2) business days of Classe's execution of this Agreement. Classe shall not make, download or retain copies of or excerpts of such Confidential Information in violation of this Agreement. Also, Classe shall return all District property in his possession, including but not limited to, access cards, District credit cards, laptops, tablets, and cell phones, to the District within two (2) business days of Classe's execution of this Agreement.

The parties agree and acknowledge that this restriction as to the District's protection of its "Confidential Information" is not contrary to public policy and is neither overbroad, nor overlong and is otherwise reasonably necessary to support and protect the District's legitimate business interests, including but not limited to protecting Confidential Information. Classe acknowledges that a violation of this provision would cause irreparable harm to the District. It will not be a breach of this provision for any Party to submit or reveal the terms of this Agreement when required by order of any court or administrative agency having competent jurisdiction over the Parties or any of them.

Classe understands that it is the District's intention to maintain the confidentiality of this information notwithstanding that employees of the District may have free access to the

information for the purpose of performing their duties with the District, and notwithstanding that employees who are not expressly bound by agreements similar to this Agreement may have access to such information for job purposes. Classe acknowledges that it is not practical, and that it is not and was not necessary, for the District to mark such information as "confidential," nor to transfer it within the District by confidential envelope or communication, in order to preserve the confidential nature of the information.

7. **Non-Disparagement.** Classe represents and agrees not to disparage or defame the District and/or any members of the District's Board and further acknowledges, represents, and warrants that he has not disparaged or otherwise communicated negatively about the District since the time of receiving this Agreement up to and including the date that Classe executes this Agreement. Classe understands that this provision is not intended to limit his ability to seek redress for any future alleged violations of federal, state, or local law or this Agreement.

8. **Non-Encouragement Provision.** Classe agrees that he will not instigate, cause, advise or encourage any other individuals or entities to file a formal complaint, charge or lawsuit against the District.

9. **No Pending Complaints and Covenant Not to Sue.** Classe represents, warrants, and agrees that he has not filed any lawsuits or arbitrations against the District or filed or caused to be filed any claims, charges, or complaints against the District in any administrative, judicial, arbitral, or other forum, including any charges or complaints against the District with any international, federal, state or local agency charged with the enforcement of any law or any self-regulatory organization. Classe is not aware of any factual or legal basis for any legitimate claim that the District is in violation of any whistleblower, corporate compliance, false claims, or other regulatory obligation of the District under international, federal, state, or local law, rule, regulation, or District policy. Classe further represents, warrants and agrees that if he were ever aware of any such basis for a legitimate claim against the District, he informed the District of same.

Nothing in this Agreement shall prohibit or restrict Classe from filing a charge, testifying, assisting, or participating in any manner in an investigation, hearing or proceeding; responding to any inquiry or legal process; or otherwise communicating with, any administrative or regulatory agency or authority, including, but not limited to, the Securities and Exchange Commission (SEC), the U.S. Department of Health and Human Services or any of its constituent parts, the U.S. Department of Justice, the Equal Employment Opportunity Commission (EEOC) and the National Labor Relations Board (NLRB). To the extent any lawsuits, arbitrations, claims, charges or complaints are filed against the District in any administrative, judicial, arbitral or other forum, including any charges or complaints against the District with any international, federal, state or local agency by Classe, a third party or otherwise, Classe expressly waives any claim or right to any form of monetary or other damages, bounty payment or any other form of recovery or relief in connection with any such proceeding.

10. **Cooperation.** Classe agrees that after his execution of this Agreement he will make reasonable efforts to cooperate with the District in (1) the transition of his job duties and responsibilities, (2) any administrative process and/or internal or external investigation which directly or indirectly involves the District and about which Classe has knowledge, and (3) in the prosecution or defense of any lawsuit related to the District's activities which directly or indirectly involves Classe and/or about which Classe has knowledge. Classe agrees that he will not omit or withhold any information, material or otherwise, in response to inquiries from the Board or its designee under this Paragraph and that he will provide prompt, timely, effective, and substantive responses to any such inquiries. Classe further agrees to provide accurate, truthful, comprehensive, and complete information as part of his agreement to cooperate and his obligations under this paragraph and to the extent he is requested (1) to provide interviews with and/or responses to inquiries from District counsel and/or at the direction of the District with respect to matters related to the District's activities which directly or indirectly involve Classe and/or about which Classe has knowledge and/or (2) to provide deposition, court, and/or regulatory/administrative testimony with respect to matters related to the District's activities that directly or indirectly involve the District and about which Classe has knowledge. Classe shall receive no additional compensation for rendering services pursuant to this paragraph if such cooperation and corresponding services occur at any time that is within a period of two (2) years after his execution of this Agreement. In the event Classe is requested or required to comply with the terms of this paragraph after two (2) years following his execution of this Agreement, the District will, in accordance with applicable laws, rules and regulations, provide hourly compensation to Classe for his services in the amount of \$175.00 per hour, minus applicable withholdings and deductions. In order to receive such hourly compensation Classe must: (1) first receive advance approval for cooperation services performed, and (2) keep and submit accurate and detailed time records in accordance with the directives and requests of the District's Board and/or its designee.

11. **Restrictive Covenants.**

(a) **Non-Competition.** Classe agrees that for a period of two (2) years from the date of his execution of this Agreement he shall not accept employment or establish any business relationship (including but not limited to a consulting relationship or acting as an owner, officer, director, shareholder, investor, guarantor, partner, lobbyist, solicitor, member, manager, agent, employee, or independent contractor), direct or indirect, with any taxpayer of the District, to include the parents, subsidiaries, divisions, franchisees, predecessors, successors, or assigns of any taxpayer of the District, or with any municipality located within the District within the two year period referenced above. Also, Classe agrees he will not engage in any other activities that conflict with Classe's obligations to the District.

Classe and the District agree that the District operates and provides services throughout Central Florida and that he performed services throughout Central Florida and other geographical locations. The District and Classe agree that this covenant is reasonable with respect to its duration, geographical area, and scope.

(b) Non-Solicitation. Classe agrees that for a period of two (2) years from the date of his execution of this Agreement Classe shall not on behalf of Classe or any person or entity:

- (i) directly or indirectly, by any means, including but not limited to social media such as Facebook, LinkedIn, or Twitter, engage, hire, employ, or solicit any employee of the District, or otherwise induce or attempt to induce or combine or conspire with any employee of the District to leave employment of the District or alter the employment relationship of any employee with the District and, in the event of an unsolicited approach by a current employee, will not communicate with that individual concerning employment opportunities and will not hire or influence others to hire the individual who is or has been so employed by the District;
- (ii) provide any assistance, encouragement, information, or suggestion to any person or entity regarding the solicitation or hiring of any employee of the District; or
- (iii) directly or indirectly by any means, including but not limited to social media such as Facebook, LinkedIn, or Twitter, solicit or induce or attempt to solicit or induce any vendor, partner, or supplier of the District, or directly or indirectly interfere or otherwise adversely alter the District's relationship, with any of its vendors, partners, or suppliers or prospective or potential vendors, partners, or suppliers.

(c) No Lobbying. Without limiting any other post-employment restrictions, Classe agrees that for a period of two (2) years from the date of his execution of this Agreement, Classe shall not act as a lobbyist for compensation or otherwise personally represent another person or entity for compensation before the Board of Supervisors or the District or any of its Board members, employees, agents, boards or committees.

12. **Review Period and Opportunity to Consult with Counsel.** Classe is aware of his right and opportunity to consult with an attorney before signing this Agreement and acknowledges that the District has advised him of this right, in writing, and that he has exercised or waived that right. Classe understands that he has twenty-one (21) calendar days after receipt of this Agreement during which to consider and accept this Agreement by signing and returning it to the District's counsel, Aaron L. Zandy, azandy@fordharrison.com; FordHarrison, 300 South Orange Ave., Suite 1300, Orlando, FL, 32801.

13. **Revocation Period.** Classe is aware of his right to revoke his release of any claim under the ADEA by 5:00 PM on or before the seventh calendar day following his execution of this Agreement. If Classe does not advise the District of his intent to revoke his release of any claim under the ADEA, in writing, received by the District's counsel, Aaron L. Zandy, at azandy@fordharrison.com or FordHarrison, 300 South Orange Ave., Suite 1300, Orlando, FL, 32801 by 5:00 PM on or before the seventh (7) calendar day following the execution of this Agreement, this entire Agreement will become effective and enforceable. If Classe revokes the

release of any claim under the ADEA or OWBPA, this entire Agreement will be considered void and unenforceable.

14. **Voluntary and Informed Decision.** Classe agrees that he is entering into this Agreement knowingly and voluntarily and that no promises, representations, or inducements not expressly stated in this Agreement were made to him, which caused him to sign this Agreement. Classe further acknowledges that he has read and fully understand the meaning and intent of all the provisions and terms of this Agreement, including the final binding effect of the waiver of rights under this Agreement.

15. **Non-Admission by Parties.** For the good and sufficient consideration set forth in Paragraph 1 above, the Parties agree that the entry of the Parties into this Agreement, and the covenants contained in this Agreement, are not and shall not be construed to be an admission of any liability on the part of any Party to this Agreement nor on the part of any parties that are released or held harmless. The Parties intend that this Agreement shall not be discoverable or admissible in any proceeding except one to enforce its terms.

16. **Entire Agreement, Severability, and Modification.** This Agreement contains the entire Agreement between the Parties and supersedes any and all prior agreements or understandings between the Parties arising out of or relating to the employment or contractual relationship with Classe. It is agreed that the covenants of this Agreement are severable, and that if any single clause or clauses shall be found unenforceable, the entire Agreement shall not fail but shall be construed and enforced without any severed clauses in accordance with the terms of this Agreement. If a court should deem any of the release language unenforceable, the Parties will revise the language to resolve the problem and Classe will sign the revised Agreement and will not be entitled to any additional consideration for doing so. The Parties agree that any modification to this Agreement must be in writing and signed by both Parties. The Parties agree that all representations and warranties made in this Agreement shall survive settlement.

17. **Tolling and Survival.** In the event Classe shall breach any of the provisions of Paragraph 10 of this Agreement, the running of the period of the restrictions set forth in Paragraph 10 shall be tolled during the continuation(s) of any such breach or breaches, and the running of the period of such restrictions shall commence or commence again only upon compliance by Classe with the terms of the applicable Paragraph or subparagraph that have been breached.

18. **Jury Waiver.** The Parties hereby knowingly, voluntarily, and intentionally waive any right either may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Special Separation Agreement and General Release, or Classe's employment or contractual relationship with the District.

19. **Successors, Assigns, Choice of Law, and Venue.** The Parties agree that this Agreement shall be binding upon and inure to the benefit of all Parties and their respective

representatives, predecessors, heirs, successors, and assigns. The Parties agree that the laws of the State of Florida shall govern this Agreement. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida, without reference to the choice of law principles. Each of these Parties shall irrevocably submit to the co-exclusive jurisdiction of the Courts of the State of Florida in Orange County and the United States District Court for the Middle District of Florida (together, "exclusive jurisdiction") for the purpose of any suit, action, proceeding, or judgment relating to or arising out of the Agreement. Each of the Parties shall irrevocably consent to the jurisdiction of any such court in any such suit, action, or proceeding and to the laying of venue in such court. Each of the Parties shall irrevocably waive any obligation to laying of venue of any such suit, action, or proceeding brought in such courts and irrevocably waives any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

20. **Counterparts.** This Agreement may be executed in any number of counterparts; each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same agreement. Any signature page of this Agreement may be detached from any counterpart without impairing the legal effect of any signatures thereof, and may be attached to another counterpart, identical in form thereto, but having attached to it one or more additional signature pages.

The Parties have knowingly executed this 8-page Agreement on the dates set forth below.

Date John H. Classe, Jr.

Date Central Florida Tourism Oversight District

WSACTIVELLP:13982395.1

Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 9.3

Page 1 of 1

Meeting Date	
May 10, 2023	
Agenda Item Name	
Consideration of Employment Agreement with Glenton Gilzean, Jr. for District Administrator	
Requested Action	
Approval of the Employment Agreement with Glenton Gilzean, Jr.	
Staff Report	
None	
Additional Analysis	
None	
Fiscal Impact Summary	
None	
Exhibits Attached	
1. Employment Agreement with Glenton Gilzean, jr.	

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") has been entered into and is effective on May 10, 2023, between the Central Florida Tourism Oversight District, a public corporation and public body corporate and politic of the State of Florida whose mailing address is Post Office Box 10170, Lake Buena Vista, Florida 32830-0170 (hereinafter referred to as the "District"), and Glenton Gilzean, Jr. ("Executive") (collectively referred to as "Parties").

RECITALS

WHEREAS, the District desires to employ Executive as District Administrator upon the terms and conditions set forth herein, and Executive is willing to continue employment and enter into this Agreement under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and Executive agree as follows:

Section 1. **RECITALS.** The Recitals set forth above are incorporated fully herein are true and correct and form a material part of this Agreement.

Section 2. **NATURE OF EMPLOYMENT AND DUTIES OF EXECUTIVE.** In accordance with the terms of the Central Florida Tourism Oversight District Charter ("CFTOD"), Executive is designated by the District's Board of Directors (the "Board") to serve as District Administrator. Executive acknowledges that he meets the requirements to serve as the District Administrator. Executive will report to the Board. As District Administrator, Executive will serve as the Chief Executive Officer and be responsible for performing all duties pursuant to the CFTOD Charter, the District's policies, and as otherwise assigned by the Board. In the performance of his duties, Executive shall at all times comply with District customs, practices, policies, personnel and governance policies, and nondisclosure agreements, whether currently in existence or as may come into existence and whether or not in written form. Examples of such District practices and policies include, but are not limited to, its Code of Ethics and Nondiscrimination Policies. In addition, Executive agrees to perform such other or additional powers and duties as the Board may deem appropriate, or as may be delegated to him by the Board.

Section 3. **EFFECTIVE DATE OF AGREEMENT.** The effective date of this Agreement will be May 10, 2023 ("Effective Date"), and the Agreement shall remain effective and continue in force and effect as provided hereafter during Executive's employment and for the periods of time thereafter as set forth in this Agreement.

Section 4. TERMINATION OF EMPLOYMENT.

Section 4.1 Termination by the District upon Dissolution. It is specifically agreed and understood that Executive's employment and this Agreement may be terminated by the District at any time in the event the District ceases to exist by way of legislation or final disposition of litigation. In that event, Executive's employment and this Agreement will terminate immediately upon delivery of written notice to Executive. In that event, the District shall have no further obligations to Executive, except that any salary which has been earned but not paid as of the date of the termination shall be paid to Executive by the District in accordance with the District's regularly payroll practices and policies. No other monies, compensation, bonuses, benefits, or incentives will be due or owing to Executive with respect to services performed.

Where a termination occurs pursuant to this Section 4.1, provided Executive signs (and does not revoke) a separation, waiver and release agreement (to be prepared by the District) of all claims (known or unknown) against the District arising out of or relating to his employment with the District or termination thereof, as well as any other terms and conditions required by the District, and provided Executive fully complies with any restrictive covenants that survive termination of his employment, Executive shall be entitled to receive as severance an amount equal to twenty (20) weeks of base compensation (calculated based on the salary in effect at the time of termination and minus applicable withholdings and deductions) to be paid in a lump sum payment consistent with the terms of the above-referenced waiver and release agreement. There shall be no set-off of the severance if Executive obtains alternate employment prior to the end of the twenty (20) week severance period.

Section 4.2 Termination by the District with Reason. At any time the District may immediately, upon written notice to Executive, terminate Executive's employment and this Agreement "with reason" at the sole discretion and judgment of the Board. Executive has no right to challenge the Board's determination of the "with reason" termination, or the reasons provided in support of such termination. For purposes of this Agreement, Executive's employment shall be considered terminated "with reason" if Executive's employment is terminated by the District on account of the occurrence of one or more of the following, or similar, events:

- (a) Executive's: (i) failure or refusal to comply with the policies and procedures of the District, as established from time to time by the Board and communicated to Executive or by the Executive himself and/or his designees; (ii) failure to adequately perform his duties whether under this Agreement or as otherwise determined by the Board; or, (iii) engagement in behavior unbecoming to an officer of the District (as determined in the sole discretion of the Board).
- (b) Executive's commission of any act of dishonesty, fraud, violation of law or

any act which subjects the District, its officers, directors, or employees, to ridicule, humiliation or disrepute, including without limitation Executive engaging in a transaction in which he received an improper personal benefit.

- (c) Executive's engagement in conduct deemed a crime under Florida or federal law.
- (d) Executive's violation, and final adverse determination thereof, of Florida's Code of Ethics, Chapter 112, Part III of Florida Statutes.
- (e) Executive's engagement in conduct as defined by Florida Statute 443.036(29).

Upon any termination "with reason," after the termination date is communicated to Executive, the District shall have no further obligations to Executive under this Agreement, except that any salary that is earned and unpaid through the date of termination shall be paid to Executive by the District in accordance with the District's regular payroll practices. Executive will continue to receive any health insurance benefits through the date of termination. No other monies, compensation, bonuses, benefits, or incentives will be due or owing to Executive. No severance will be provided to Executive.

Section 4.3 Termination by the District without Reason. The District may terminate Executive's employment and this Agreement "without reason" by giving Executive forty-five (45) days' written notice of such termination ("Section 4.3 Notice Period") with termination to occur on the 45th day or later as specified in the written termination notice ("Separation Date"). Executive must continue to report to work each day and fully perform his duties during this notice period and is not permitted to take vacation or other time off during this Section 4.3 Notice Period, unless permitted by the Board. The District shall have the option of accelerating the Section 4.3 Notice Period and relieving Executive of his duties immediately, or at any time during the Section 4.3 Notice Period, but Executive shall be paid any earned salary through the Separation Date in accordance with the District's regular payroll practices and policies. No other monies, compensation, bonuses, benefits, or incentives will be due or owing to Executive with respect to services performed. Executive will continue to receive any health insurance benefits through this Section 4.3 Notice Period.

Where a termination occurs pursuant to this Section 4.3, provided Executive signs (and does not revoke) a separation, waiver and release agreement (to be prepared by the District) of all claims (known or unknown) against the District arising out of or relating to his employment with the District or termination thereof, as well as any other terms and conditions required by the District, and provided Executive fully complies with any restrictive covenants that survive termination of his employment, Executive shall be entitled to receive as severance an amount equal to twenty (20) weeks of base

compensation (calculated based on the salary in effect at the time of termination and minus applicable withholdings and deductions) to be paid in a lump sum payment consistent with the terms of the above-referenced waiver and release agreement. There shall be no set-off of the severance if Executive obtains alternate employment prior to the end of the twenty (20) week severance period.

Section 4.4 Resignation upon Notice by Executive. Executive may resign his employment and terminate this Agreement at any time by providing the District with thirty (30) days' written notice of such resignation ("Section 4.4 Notice Period") with resignation to occur on the 30th day or later as specified in the written termination notice ("Resignation Separation Date"). Executive must continue to report to work each day and fully perform his duties during this Section 4.4 Notice Period and is not permitted to take vacation or other time off during this Section 4.4 Notice Period, unless permitted by the Board. Upon Executive providing notice of resignation to the District, the District shall have the option of accelerating the Section 4.4 Notice Period and relieving Executive of his duties immediately, or at any time during the Section 4.4 Notice Period, but Executive shall be paid any earned salary through the Resignation Separation Date, provided the Section 4.4 Notice Period is not longer than thirty (30) days, in accordance with the District's regular payroll practices and policies. Executive will continue to receive any health insurance benefits through this Section 4.4 Notice Period. No other monies, compensation, bonuses, benefits, or incentives will be due or owing to Executive with respect to services performed.

Executive acknowledges and agrees that during the Section 4.4 Notice Period his employment will still be governed by the terms of this Agreement as well as this Section. Accordingly, while Executive's employment shall not be terminated pursuant to Section 4.3 of this Agreement (termination without cause) during the Section 4.4 Notice Period, Executive's employment may still be terminated in accordance with the terms of the Section 4.1 and 4.2 should Executive engage in conduct warranting termination "with reason" and/or should the District cease to exist. In that case, the provisions of the applicable section of this Agreement, Section 4.1 or Section 4.2, would apply to and govern the terms of Executive's termination.

Section 5. SALARY AND BENEFITS.

Section 5.1 Salary. The District shall pay to Executive and Executive shall accept from the District for the services described hereunder, an annual salary, of four hundred thousand dollars and zero cents (\$400,000.00), less applicable taxes and other legal withholdings, payable only as earned on a bi-weekly basis, or as otherwise provided for pursuant to the District's normal and customary payroll practices, during the Agreement's Term. It is specifically agreed and understood that any increases in Executive's salary will be made at the sole discretion of the Board or any District committee to which such responsibility may be delegated; however, Executive shall receive no less of an increase of his yearly base salary than any percentage increase

approved by the Board for non-bargaining unit employees. The Board shall endeavor to conduct a performance evaluation for Executive on an annual basis.

Section 5.2. Benefits. As of the Effective Date, Executive and his eligible dependents, as defined by applicable benefits plans, shall be eligible to participate in the District's employee health benefit plans, and any retirement and other benefits plans, which are provided to other employees in similar positions. Executive understands that he must meet any and all eligibility requirements of the particular benefit plan(s) as a condition of Executive's participation in any such plan. The District may, in its sole discretion, change, modify, amend or terminate any of the benefits provided to its employees, including Executive, at any time in a manner which does not discriminate between Executive and other employees of the District who are eligible to participate in such benefits and as otherwise permitted by law.

Section 5.3 Vacation, Sick, and Holidays. Executive shall accrue and be eligible to use vacation, sick, and holiday time in accordance with the District's personnel policies as applied to executive level employees of the District (Director and above). Carryover and/or payout of accrued unused vacation and/or sick and/or holiday time will be determined in accordance with applicable District policies which may be amended from time to time and at the District's sole discretion with or without notice or reason.

Section 5.4 Use of Corporate Credit Card. Executive shall be provided use of a District corporate credit card solely for business expenses incurred pursuant to District policy, practices, and customs. Executive may only use this corporate card for business (not personal) expenses pursuant to District policy, practices, and customs. Expenses charged must relate to District business and expenses will be reimbursed consistent with District policies, practices, and customs. Executive's corporate card must be immediately returned by Executive to the District at the sole discretion and demand of the District and may be cancelled at any time by the District for any reason.

Section 5.5 Place of Residence. Executive must at all times reside in Florida.

Section 6. DISTRICT PROPERTY AND EQUIPMENT. Executive acknowledges that he may be provided a mobile phone, laptop computer, wireless card, tablet, corporate credit card, and/or other District owned property for his use as a District employee. Executive agrees to use and operate these District owned devices in accordance with District policy and for the purpose of fulfilling Executive's duties under this Agreement. Executive understands and agrees that personal communications using electronic devices provided by the District (cell phone, tablet, laptop), including, but not limited to emails, text messaging, instant messaging, telephone calls, etc., are to be limited and at all times professional, and that communications via such devices are subject to disclosure in compliance with Florida's Public Records Law. Executive agrees to return all property and all documents and/or electronic media related to the District (and including all copies thereof) upon termination of employment and/or upon request by the Board or its

designee at any time. Such property includes, but is not limited to, contracts, financing, research and development, business development plans, education programs, training materials and manuals, policy manuals, personnel manuals, keys, equipment, files, documents, copies of documents, computer printouts or software, electronic media, unpublished advertisements, brochures, business plans, records, drawings, materials, papers and copies thereof. It is specifically agreed that any documents, card files, notebooks, Rolodex, electronic media, etc. containing District information are the property of the District regardless of by whom they were compiled.

Section 7. EXCLUSIVITY OF SERVICES; CONFLICT OF INTERESTS & SELF-DEALING RESTRICTIONS.

Section 7.1 Exclusive Services. Executive shall perform all duties under this Agreement on a full-time basis and Executive agrees to devote his full efforts and attention to his duties and responsibilities at the District. During his employment, Executive shall not participate in, render services to, become employed by, or otherwise receive remuneration for any services rendered from any business or entity, unless specifically approved in writing by the Board Chair. This Section is not intended to limit Executive's participation in or service on any Board of Directors (generally referred to hereinafter as "BOD"), even if he is compensated separately, on which Executive is currently serving and/or intends to serve or any business Executive has an ownership interest in as of the Effective Date. Any and all income or other compensation earned by Executive from outside activities shall be paid to and retained by him, and such income or other compensation shall have no effect on the amount of salary, compensation, and benefits he is otherwise entitled to receive hereunder. However, Executive agrees that he will disclose, in writing, to the Board Chair each current BOD position held by Executive along with the name of the BOD and the term of service as well as the name of any business Executive has an ownership interest prior to executing this agreement, and (2) during the term of Executive's employment, Executive will make the same disclosures (BOD position, term of service, and name of BOD) with regard to any BOD he intends to serve on and/or any business Executive has an ownership interest in while employed.

Section 7.2 Conflicts of Interest. Executive must report any real, potential or perceived conflict of interest to the Board Chair immediately upon learning of such conflict of interest, whether involving himself or others. Executive and the District agree that Executive will be permitted to serve on any BOD of his choosing provided a non-waivable conflict does not exist between the District and/or the District's Board members and the BOD on which Executive is serving/intends to serve. In the event a waivable conflict exists with respect to any BOD where Executive is serving/intends to serve, the District will willingly provide the waiver necessary on its behalf to permit Executive to continue his BOD service.

Section 8. REPRESENTATIONS AND WARRANTIES. The District and Executive mutually represent and warrant that each party has the full right and power to enter into and fully

perform this Agreement. Furthermore, the District and Executive mutually represent and warrant that they have not made (nor will they make) any contractual or other commitments which would conflict with the performance of their obligations under this Agreement or the full enjoyment by the other party of the rights granted by the Agreement.

Section 9. MISCELLANEOUS.

Section 9.1 Applicable Law. This Agreement is made in the State of Florida, shall be governed, construed and regulated under and exclusively by the laws of the State of Florida (without giving regard to its choice of law provisions). Jurisdiction for any suit, action or legal proceeding arising out of or related to this Agreement shall be brought in the courts of the State of Florida, in Orange County.

Section 9.2 Modification, Change and Waiver. No modifications or change shall be made to the terms and conditions of this Agreement, except as mutually agreed upon in writing by the parties. Any agreement on the part of a party to any waiver of any provision of this Agreement will be valid only if set forth in an instrument in writing signed on behalf of such party. A waiver by a party of the performance of any covenant, agreement, obligation, condition, representation or warranty will not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any party of the performance of any act will not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time.

Section 9.3 Entire Understanding. This Agreement represents the entire understanding of the parties regarding the subject matter of this Agreement and neither party is relying upon any representation not contained in the Agreement. This Agreement supersedes and replaces any and all prior agreements or understandings between the Parties arising out of or relating to the employment or contractual relationship between Executive and the District.

Section 9.4 Severability. In the event that any provision of this Agreement shall be deemed invalid, unreasonable or unenforceable by a court of competent jurisdiction, such provision shall be stricken from the Agreement or modified so as to render it reasonable, and the remaining provisions of this Agreement or the modified provision shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the interest of the parties at the date of this Agreement.

Section 9.5 Headings. The headings at the beginning of each paragraph and subparagraph of this Agreement are for convenience only and shall not in any way affect the interpretation of any paragraph of this Agreement or the entire Agreement.

Section 9.6 Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

Section 9.7 Remedies, Attorney Fees and Costs. In the event of one party's breach of this Agreement, the other party shall be entitled to any remedies and damages available in law or equity. In the event of any action brought under this Agreement, the prevailing party shall be entitled to recover attorney's fees, including any appellate proceedings. The remedies provided for herein or otherwise available to the parties shall be cumulative, and no one such remedy shall be exclusive of any other and the exercise of any one shall not preclude the exercise or be deemed a waiver of any other remedy nor shall the specification of any remedy exclude or be deemed to be a waiver at law or in equity which may be available to a party, including any rights to damages or injunctive relief.

Section 9.8 Additional Documents. The parties shall execute and deliver any and all additional papers, documents and other instruments and shall do any and all further acts and things reasonable and necessary in connection with performance of their obligations hereunder to carry out the intent of this Agreement.

Section 9.9 Notice. All notices, demands and other communications required or permitted to be given or made under this Agreement shall be in writing and will be deemed to have been given: (a) on the date of personal delivery; or (b) (i) three (3) business days after the date of deposit in the United States Mail, postage prepaid, by registered or certified mail, return receipt requested, (ii) on the date of transmission by facsimile or electronic transmission, or (iii) the day following the date of delivery to a nationally recognized overnight courier service, in each case addressed as follows, or to such other address or person or entity as the parties may designate by notice to each party in accordance with this subsection 9.9:

To the District: Central Florida Tourism Oversight District
 Attention: Board of Supervisors, Chair
 P.O. Box 10170
 Lake Buena Vista, Florida 32830-0170

To Gilzean: Glenton Gilzean, Jr.
 2314 Pesaro Circle
 Ocoee, FL 34761

Section 9.10 Assignment and Successors. The rights and obligations of Executive under this Agreement are not assignable. The rights and obligations of the District under this Agreement inure to the benefit and, to the extent permitted by law, shall be binding upon the successors and assigns of the District.

Section 9.11 Set Off. The District shall be entitled to set off against any amounts it owes to Executive, any amounts Executive owes to the District, consistent with applicable law, including all such costs, damages, or liability against any payments otherwise owed to the District by Executive.

Section 9.12 Jury Trial. **THE PARTIES HEREBY KNOWINGLY, WILLINGLY AND VOLUNTARILY WAIVE IRREVOCABLY ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY IN CONNECTION WITH THIS AGREEMENT AND EXECUTIVE'S EMPLOYMENT WITH THE DISTRICT.**

Section 9.13 Certificate of Understanding. Executive represents and agrees that he received a copy of this Agreement for review and study before being asked to sign it; read this Agreement carefully; had sufficient opportunity before the Agreement was signed to ask questions about the provisions of the Agreement; understands his rights and obligations under the Agreement and voluntarily signed this Agreement.

IN WITNESS WHEREOF, the parties have executed this nine (9) page Employment Agreement on the dates indicated below and to be effective on the day and year specified herein.

Date

Glenton Gilzean, Jr.

Central Florida Tourism Oversight District

Date

Martin Garcia, Chair

Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 10.1

Page 1 of 1

Meeting Date	
May 10, 2023	
Agenda Item Name	
Resolution No. 641 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT CREATING LOBBYIST RULES AND REGULATIONS; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.	
Requested Action	
Approval of Resolution No. 641 creating lobbyist rules and regulations.	
Staff Report	
There is a need to provide a uniform policy for monitoring and regulation of activities of lobbyists dealing with the District. This policy places the sole responsibility on the lobbyist to comply with the district's rules, regulations, codes and ordinances. Resolution No. 641 requires registration and re-registration of lobbyists. It provides for forms for registration and re-registration. It provides for a prohibition of lobbying, a blackout period, for certain formal procurement matters. It provides for investigation of violations of the resolution and penalties.	
Additional Analysis	
None	
Fiscal Impact Summary	
None	
Exhibits Attached	
1. Resolution No. 641	

RESOLUTION NO. 641

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT CREATING LOBBYIST RULES AND REGULATIONS; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Central Florida Tourism Oversight District (“District”) exists pursuant its enabling act codified at Chapter 2023-5, Laws of Florida becoming effective on February 27, 2023 (the “Charter”); and

WHEREAS, Section 7(2) of the Charter authorizes the Board of Supervisors to “adopt administrative rules and regulations with respect to the conduct of the business of the district” and “any of the projects of the district, on proper notice and public hearing”; and

WHEREAS, Section 7 (6) of the Charter authorizes the Board of Supervisors to “Establish and create such departments, boards, committees, or other entities as from time to time the board deems necessary, or that are otherwise authorized by general law or this act”; and

WHEREAS, Section 23(4)(e) of the Charter authorizes the Board of Supervisors to “Provide for the manner in which such...codes, regulations, and restrictions shall be determined, established, and enforced, and amended, supplemented, changed, or repealed, as the board of supervisors may determine, with notice and public hearing as required by law”; and

WHEREAS, Section 13 of the Charter states, “The district shall have the power to exercise any of its rights, powers, privileges, and authorities in any and all portions of the district lying within the boundaries of Orange County, Osceola County, the City of Bay Lake, the City of Lake Buena Vista, and any other municipal corporation or other political subdivision, heretofore or hereafter created or organized, the boundaries of which lie wholly or partly within the geographic limits of the district, to the same extent and in the same manner as in areas of the district not incorporated as part of a county, municipality, or other political subdivision”; and

WHEREAS, Section 62 of the Charter States in part, “Enforcement and penalties (1) The board of supervisors or any aggrieved person may have recourse to such civil remedies as may be necessary to ensure compliance with the provisions of this act, including injunctive relief to enjoin or restrain any person violating the provisions of this act, and any bylaws, resolutions, regulations, rules, codes, and orders adopted under this act, and the court shall, upon proof of such violation, have the duty to issue forthwith such temporary and permanent injunctions as are necessary to prevent such further violation thereof.”; and

WHEREAS, the Board of Supervisors wish to provide a uniform policy for the monitoring and regulation of the activities of Lobbyists dealing with the District; and

WHEREAS with this policy is the sole responsibility of the Lobbyist to comply with the District’s resolutions, regulations, rules, codes, and ordinances; and

WHEREAS, the Charter provides for regulations and codes of the District enacted pursuant to power and authority of the District are to be adopted by resolution of the Board of Supervisors upon a single reading and public meeting, with at least ten (10) days’ notice of an intent to adopt such resolution being published; and

WHEREAS, notice of intent to adopt this Resolution was published in the Orlando Sentinel on April 29, 2023 and a public hearing on this Resolution was held on May 10, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, THAT:

SECTION 1. RECITALS. The foregoing recitals are incorporated herein by reference and made a part hereof.

SECTION 2. Lobbyist Rules and Regulations. The following rules and regulations related to lobbying are hereby created and adopted as follows:

Lobbyist Rules and Regulations

Section 1. Intent. To provide a uniform policy for the monitoring and regulation of the activities of Lobbyists dealing with the District. Compliance with this policy is the sole responsibility of the Lobbyist.

Section 2. Definitions.

Board means the Board of Supervisors of the Central Florida Tourism Oversight District.

Lobbyist means any individual, entity or legal counsel who on behalf of another individual, firm, association, business or organization engages in Lobbying activities as defined below. Further, Lobbyist means any principal of any such business entity, or any employee of a principal, when communicating with governmental agencies is a primary or substantial part of the employee's ongoing job responsibilities. District officials, employees, attorneys or other consultants operating under an existing contract with the District, District employee union representatives, or representatives of other governmental entities or agencies, acting in that official capacity shall not be considered a Lobbyist for purposes of this policy.

Lobbying means directly or indirectly communicating with any Board member or with any member of a Procurement Committee to seek to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of any action, resolution, agreement, recommendation, decision or other foreseeable action to be made by the Board or by the Procurement Committee. Lobbying shall include all such communications, regardless of whether initiated by the Lobbyist or another individual and regardless of whether verbal, written or electronic, however, shall not include appearance by a Lobbyist before the Board or Procurement Committee at a duly noticed public meeting. Notwithstanding the foregoing, it

shall not be deemed Lobbying for the purposes of this policy for an attorney to represent any client in connection with an existing contract with the District or in connection with the negotiation of any contract with the District.

Procurement Committee means any District board or committee (which often comprises of District staff members) that makes recommendations or decisions on procurement solicitations and/awards, including in regard to any Request For Proposals, Request For Letters of Interests, Request for Qualifications, Request For Bids or other formal procurement solicitation of the District.

Section 3. Registration and Re-Registration of Lobbyists. All Lobbyists shall register with the District before engaging in any Lobbying activities. All registered Lobbyist will be required to re-register with District prior to June 1st of each year before engaging in any Lobbying activities. Lobbyists will register with the District using designated forms as soon as such forms are available. Each Lobbyist who ceases Lobbying for a particular principal shall file a written notice of withdrawal with the District within seven (7) calendar days of such withdrawal. As soon as practicable, the District will establish a webpage on the District's website disclosing the Lobbyist registered with the District and a list of the Lobbyist's principals.

Section 4. Forms. The District Administrator may prescribe forms for the registration and re-registration of Lobbyists and may require, at a minimum, the following information:

- The Lobbyist's name and business address
- The Lobbyist's email address and telephone number
- The name and business address of each principal
- The specific areas of the principal's governmental interest

- Where the principal is a corporation or association, the name of the Chief Executive Officer
- Where the principal is a general partnership or joint venture, the names of all general partners
- Where the principal is a limited partnership, the name of the general partners and limited partners
- Where the principal is a trust, the names of all trustees and beneficiaries
- Except where the principal is an entity whose securities are traded in a public stock exchange, where the principal is a partnership, joint venture, corporation, association, trust or non-governmental entity other than a natural person, the names of all natural persons holding, directly or indirectly, a five (5) percent or more ownership interest in the entity; and Disclosure of any business, professional, or familial relationship that the Lobbyist or any employee of the Lobbyist may have with any District staff and/or Board members.

Section 5. Prohibition of Lobbying regarding Procurement. There will be a blackout period for Lobbying activities regarding formal procurement matters from the time that a Request For Proposals, Request For Letters of Interests, Request for Qualifications, Request For Bids or other formal procurement solicitation is released by the District to the time that the District makes an award under such procurement solicitation (“black-out period”). During a black-out period, it is prohibited to Lobbying on behalf of a competing party in a particular procurement matter any Procurement Committee member and/or any Board member. The black-out period does not apply to procurement matters in which no formal solicitation process is being used by the District to select a contractor, vendor, consultant, expert or attorney.

Section 6. Investigation of Violations, Penalties, Validity of Actions.

A) Investigation. Following an allegation that any part of this policy has been violated, the District General Counsel may request immediate compliance with the policy, request

further information, and may conduct such investigation as he/she shall deem necessary under the circumstances. The results of each investigation will be reported to the Board.

B) Penalties. The Board may warn, reprimand or censure the violator or may suspend or prohibit the violator from Lobbying the Board or any advisory body of the District for a period of time; provided, however that any suspension or prohibition may not exceed a period of two (2) years, and no sanction shall be imposed unless the Lobbyist allegedly in violation has been afforded reasonable notice and an opportunity to be heard. The Board may reject a bid, proposal or response to a procurement solicitation, or void a contract entered into in connection with a violation of the black-out period under Section 5. The Board may by separate resolution set fines for violations of these regulations. The penalties provided in this subsection shall be the exclusive penalties imposed for violation of the regulations set forth herein. The failure or refusal of any Lobbyist to comply with any order of the Board suspending or prohibiting the Lobbyist from Lobbying shall be subject to lawful remedies as the District may pursue, including injunctive relief.

C) Validity. Except as set forth in the voidable-contract provisions of subsection B, the validity of any action taken by the Board or any District officers or employees shall not be affected by the failure of any person to comply with the provisions of this policy.

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase, word or provision of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution.

SECTION 4. CONFLICTS. Section 2 of this Resolution shall constitute regulations of the Central Florida Tourism Oversight District with the full weight, authority and force of law. In the event of a conflict or conflicts between this Resolution and any other resolution, ordinance/resolution or provision of law, this Resolution controls to the extent of the conflict, as allowable under the law. This Resolution shall apply to and be enforced throughout the unincorporated and incorporated areas of the Central Florida Tourism Oversight District, including within the jurisdictional boundaries of the City of Lake Buena Vista and City of Bay Lake.

SECTION 5. EFFECTIVE DATE. This Resolution will take effect ten (10) days after its adoption.

ADOPTED at a regular meeting of the Board of Supervisors of the Central Florida Tourism Oversight District, held on this 10th day of May 2023.

**CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT**

[SEAL]

By: _____
Martin Garcia, Chair of the Board of Supervisors

ATTEST:

Tina Graham, District Clerk

Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 10.2

Page 1 of 2

Meeting Date	
May 10, 2023	
Agenda Item Name	
Resolution No. 642 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT CREATING THE ENFORCEMENT CITATION PROGRAM, A SPECIAL MAGISTRATE POSITION AND APPEAL PROCEDURES; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.	
Requested Action	
Approval of Resolution No. 642 creating the enforcement citation program, a special magistrate position and appeal procedures.	
Staff Report	
<p>The enabling act of the District authorizes the Board of Supervisors to enforce its resolutions, regulations, rules, and codes. However, the District currently lacks code enforcement procedures and mechanisms. This resolution creates the enforcement citation program to provide a non-exclusive method to enforce its resolutions, regulations, rules, and codes. The enforcement citation program makes violations of its resolutions, regulations, rules, and codes subject to one of four classes of fines unless a particular resolution, regulation, rule, or code provisions designate a different fine amount. The enforcement citation program provides for a method to designate code enforcement officers. The enforcement citation program provides for procedures, investigation of violations and for the issuance of citations.</p> <p>The enforcement citation program provides for the appointment of a special magistrate to hear appeals of citations issued by enforcement officers designated by the District Administrator. The Board of Supervisors will need to appoint one or more licensed attorneys to serve as special magistrate, which cannot be a lawyer from the General Counsel's office. The enforcement citation program provides for the conduct of the special magistrate hearing and the powers of the special magistrate. The enforcement citation program authorizes the imposition of fines, liens and if necessary foreclosures of liens. The enforcement citation program provides for appeals of the special magistrate decisions to circuit court.</p>	
Additional Analysis	
None	

Fiscal Impact Summary	
None	
Exhibits Attached	
1. Resolution No. 642	

RESOLUTION NO. 642

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT CREATING THE ENFORCEMENT CITATION PROGRAM, A SPECIAL MAGISTRATE POSITION AND APPEAL PROCEDURES; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Central Florida Tourism Oversight District (“District”) exists pursuant to its enabling act codified at Chapter 2023-5, Laws of Florida becoming effective on February 27, 2023 (the “Charter”); and

WHEREAS, Section 7(2) of the Charter authorizes the Board of Supervisors to “adopt administrative rules and regulations with respect to the conduct of the business of the district” and “any of the projects of the district, on proper notice and public hearing”; and

WHEREAS, Section 7 (6) of the Charter authorizes the Board of Supervisors to “Establish and create such departments, boards, committees, or other entities as from time to time the board deems necessary, or that are otherwise authorized by general law or this act”; and

WHEREAS, Section 23(4) of the Charter authorizes the Board of Supervisors to “adopt, amend, supplement, or repeal codes regulating building safety...the operation of amusement and recreation parks and facilities...and such other safety or sanitary codes as the board of supervisors may determine to be necessary”; and

WHEREAS, Section 23(4)(e) of the Charter authorizes the Board of Supervisors to “Provide for the manner in which such...codes, regulations, and restrictions shall be determined, established, and enforced, and amended, supplemented, changed, or repealed, as the board of supervisors may determine, with notice and public hearing as required by law”; and

WHEREAS, Section 23(10) of the Charter authorizes the Board of Supervisors to adopt regulations “relating to safety, health, sanitation, or building safety,” prescribing “standards at least equivalent to the minimum standards in applicable statewide regulations protecting the general safety and welfare of the public”; and

WHEREAS, Section 13 of the Charter states, “The district shall have the power to exercise any of its rights, powers, privileges, and authorities in any and all portions of the district lying within the boundaries of Orange County, Osceola County, the City of Bay Lake, the City of Lake Buena Vista, and any other municipal corporation or other political subdivision, heretofore or hereafter created or organized, the boundaries of which lie wholly or partly within the geographic limits of the district, to the same extent and in the same manner as in areas of the district not incorporated as part of a county, municipality, or other political subdivision”; and

WHEREAS, Section 62 of the Charter States in part, “Enforcement and penalties (1) The board of supervisors or any aggrieved person may have recourse to such civil remedies as may be necessary to ensure compliance with the provisions of this act, including injunctive relief to enjoin or restrain any person violating the provisions of this act, and any bylaws, resolutions, regulations, rules, codes, and orders adopted under this act, and the court shall, upon proof of such violation, have the duty to issue forthwith such temporary and permanent injunctions as are necessary to prevent such further violation thereof.”; and

WHEREAS, the Board of Supervisors find and declare that an enforcement citation program is necessary to enforce the District’s resolutions, regulations, rules, codes, and ordinances; and

WHEREAS, the Charter provides for regulations and codes of the District enacted pursuant to power and authority of the District are to be adopted by resolution of the Board of

Supervisors upon a single reading and public meeting, with at least ten (10) days' notice of an intent to adopt such resolution being published; and

WHEREAS, notice of intent to adopt this Resolution was published in the Orlando Sentinel on April 29, 2023 and a public hearing on this Resolution was held on May 10, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, THAT:

SECTION 1. RECITALS. The foregoing recitals are incorporated herein by reference and made a part hereof.

SECTION 2. ENFORCEMENT CITATION PROGRAM. The enforcement citation program is hereby created as follows.

ENFORCEMENT CITATION PROGRAM

Section 1. Authorization.

The District hereby creates a supplemental and additional method of enforcing its resolutions, regulations codes and ordinances by the issuance of citations for violation of District resolutions, regulations, rules, codes, and ordinances. Nothing contained herein shall prohibit District's enforcement by any other means.

Section 2. Applicable resolutions, regulations, rules, codes, and ordinances.

District resolutions, regulations, rules, codes, and ordinances shall be enforceable by citation in any amount which is determined by the District to be just and proper. There shall be four classes of violations as follows:

<u>Class</u>	<u>Fine Amount</u>
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Class I	\$75
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Class II	\$150
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Class III	\$250
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Class IV	\$500
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Resolutions, regulations, rules, and codes may delineate a specific class of fine. Should the resolution, regulation, rule, or code not delineate a specific class of fine then violation of the resolution, regulation, rule, code or ordinance may be enforced with a Class II fine. Where a chapter or part of a chapter is referenced, all sections within that chapter or part are subject to enforcement by citation. If a section within a referenced chapter has a specific penalty identified therein, that more-specific penalty shall prevail, and such specific penalty does not have to match one of the fine amounts set forth in the four classes above in order to be enforceable. The schedule of District resolutions, regulations, rules, codes, and ordinances shall include, such as they may be from time to time amended, renumbered, codified, or recodified including District resolutions, regulations, rules, codes, and ordinances enacted subsequent to the adoption of this article.

Section 3. Enforcement officers.

- (a) The District Administrator is hereby authorized to designate certain employees or agents of the District as "enforcement officers." Enforcement officers so designated shall have the powers and limitations as prescribed herein and by the District Charter.

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- (b) The training and/or qualifications of enforcement officers shall be established by the human resources division and approved by the District Administrator or the District Administrator's designee.
 - (c) An enforcement officer may issue a citation alleging a violation of any of the District resolutions, regulations, rules, codes, and ordinances. District resolutions, regulations, rules, codes, and ordinances for which a citation is issued pursuant to this article shall be deemed a civil infraction.

Section 4. Procedures; investigation of violations; issuance of citations.

- (a) An enforcement officer is hereby authorized to issue a citation to any person for violation of any District resolutions, regulations, rules, codes, and ordinances when, based upon personal investigation, the enforcement officer has reasonable cause to believe that a violation has occurred. The word "person" shall extend and be applied to individuals, children, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and legal entities or combinations thereof.
- (b) Except as provided by subsection (c) below, the enforcement officer shall provide notice to the person that the person has committed a violation of such District resolutions, regulations, rules, codes, and ordinances and may establish a reasonable time period within which the person must correct the violation. This may be done through a written warning notice or any other means. Such time period to correct the violation shall not exceed thirty (30) days. The enforcement officer may in the alternative not provide a reasonable time period to correct the violation and may immediately issue a citation in their absolute discretion.

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- (c) An enforcement officer is not required to provide the person with a reasonable time period to correct the violation prior to issuing a citation and may immediately issue a citation if a repeat violation is found or if the enforcement officer has reason to believe that the violation presents a serious threat to the public health, safety or welfare, or if the violation is irreparable or irreversible. Every repeat citation issued shall be a continuing violation that imposes a fine for each day until the person contacts the enforcement officer and the enforcement officer determines that the violation has been remedied.
- (d) Written warning notices, if applicable, and citations shall be provided to the alleged violator by hand delivery by the enforcement officer. In the absence of the alleged violator, issuance of a written warning notice or citation may be accomplished by leaving a copy at the alleged violator's residence with any person residing therein who is fifteen (15) years of age or older and informing the person of the contents, or by registered or certified mail, return receipt requested.
- (e) Issuance of a written warning notice or citation to a business may be accomplished by leaving a copy at the business during regular business hours with any employee and informing the employee of the contents, or by registered or certified mail, return receipt requested. Each employee of the business shall be deemed to be an agent of the business for service of warning notices and citations.
- (f) The citation will be in such form as approved by the District Administrator.
- (g) Each violation of resolutions, regulations, rules, and codes is a separate civil infraction. Each day such violation continues shall be deemed to constitute a separate civil infraction.
- (h) After issuing a citation to an alleged violator, the enforcement officer shall:
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- (1) Deposit the original citation and one (1) copy of the citation with the district manager;
 - (2) Provide the person cited with one (1) copy; and
 - (3) Retain one (1) copy in the enforcement officer's department or division file.

Section 5. Payment of fines; special magistrate hearings.

- (a) If the person elects not to contest the citation, the person shall pay in full the applicable reduced civil penalty as set forth in the citation within fourteen (14) days after issuance of the citation.
 - (b) If the person cited elects to pay the applicable reduced civil penalty set forth in citation, the person shall be deemed to have admitted the infraction and waived the right to a hearing. If the person cited fails to pay the civil penalty by the fourteenth day after issuance of the citation or fails to request a hearing within the time prescribed, the person shall have waived any right to contest the citation, and a judgment shall be entered by the special magistrate against the person cited in an amount up to the maximum civil penalty, which shall not exceed five hundred dollars (\$500.00) per infraction or per day.
 - (c) If the person elects to contest the citation the person shall within fourteen (14) days contact the district manager in writing and request a hearing before the Special Magistrate. The district manager shall schedule a hearing before the Special Magistrate at the next available Special Magistrate hearing, which will not be sooner than 21 days from issuance of the citation.
 - (d) The Special Magistrate, after a hearing on the citation, shall make a determination whether or not a violation of this article has been committed and remedied. If a violation is found to have
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occurred and/or not been remedied, the Special Magistrate may impose a civil penalty up to the maximum civil penalty in an amount not to exceed five hundred dollars (\$500.00) plus all applicable hearing costs per infraction for every day the infraction continued to exist. If the violation has not been remedied, after a hearing on the citation has occurred, the Special Magistrate may impose a civil penalty up to the maximum civil penalty in an amount not to exceed five hundred dollars (\$500.00) plus all applicable hearing costs, per day until the person comes into compliance and requests an enforcement officer to inspect and confirm compliance. The Special Magistrate shall be provided evidence by the District at a hearing and shall rule whether compliance of all ongoing repeat violations has occurred.

- (e) The Special Magistrate may provide for the civil penalty to be paid within such time as the Special Magistrate determines to be appropriate. If the person found to be in violation fails to pay the fine within the time provided, a civil judgment shall be entered against that person in the amount up to the maximum civil penalty not to exceed five hundred dollars (\$500.00) plus applicable hearing costs. The judgement shall be filed with the Clerk of the Court and shall constitute a lien against all property owned by the person, regardless of whether the property was the subject of the violation. The judgement may also be collected in any other way as allowed by law.
- (f) Should the person cited schedule a hearing as provided for herein, and thereafter fail to appear at such hearing, the person shall be deemed to have waived the right to contest the citation, and a civil judgment shall be entered against the person in an amount up to the maximum civil penalty. Provided, however, that the special magistrate shall have the discretion to continue or reschedule any hearing when it determines that doing so will further the interest

of justice. In such an event, the district shall notify the enforcement officer and the person cited of the date and time of the new hearing.

Section 6. Procedures for payment of civil penalty.

Payment of any civil penalty imposed by this article shall be made to the District. If a judgment has been entered for the civil penalty, and a lien has been filed, upon payment, the District, shall record a satisfaction of lien with the county clerk.

Section 7. Appointment of a Special Magistrate

The Board of Supervisors will appoint a Special Magistrate to hear appeals of citations and other matters as assigned by resolution, regulation, rule, and code.

Section 8. Intent.

It is the intent of this article to promote, protect, and improve the health, safety, and welfare of the citizens of the District by creating a special magistrate with authority to impose administrative fines and other noncriminal penalties to provide an equitable, expeditious, effective, and inexpensive method of enforcing any resolutions, regulations, rules, codes, and ordinances in force in the district, where a pending or repeated violation continues to exist.

Section 9. Office of Special Magistrate Created.

There is hereby created the office of special magistrate. A person appointed as a special magistrate should be a licensed Florida attorney who is not the District General Counsel or an attorney with the District General Counsel's office.

Section 10. Special Magistrate.

- (a) The Board of Supervisors is authorized and hereby provides for the designation of one (1) or more special magistrates for the purposes of conducting administrative hearings regarding alleged violations of resolutions, regulations, rules, and codes and other assigned cases brought by enforcement officers, by resolution.
- (b) Special magistrates shall avoid ex parte communications, when identifiable, with any person who is a party to an enforcement proceeding. The foregoing however does not prohibit discussions between the special magistrate and district staff that pertain solely to scheduling and other administrative matters unrelated to the merits of the proceeding. If an ex parte communication occurs between a party and a special magistrate, the special magistrate shall disclose, and make a part of the record, the subject of the communication and the identity of the person, group, or entity with whom the communication took place, before final action on the matter. Any written communication received by a special magistrate that relates to a pending enforcement proceeding shall be made a part of the record before final action on the matter.

Section 11. Legal counsel and case presentation.

An enforcement officer inspector and/or a member of the District General Counsel's office or other attorney chosen by the District General Counsel will represent the District by presenting cases before the special magistrate. If the District prevails in prosecuting a case before the special magistrate, it shall be entitled to recover all costs incurred by prosecuting the case before the special magistrate, including, but not limited to, any fees paid to the special magistrate.

Section 12. Jurisdiction.

- (a) The special magistrate shall have jurisdiction to hear and decide alleged violations of district resolutions, regulations, rules, codes, and ordinances in force in the district and any other duties assigned by the Board of Supervisors.
- (b) The jurisdiction of the special magistrate shall not be exclusive. It is the legislative intent of this article to provide an additional or supplemental means of obtaining compliance with district resolutions, regulations, rules, codes, and ordinances. Nothing contained in this article shall prohibit the Board of Supervisors from enforcing such district resolutions, regulations, rules, codes, and ordinances by any other means. The Board of Supervisors may appoint one (1) or more special magistrates to hear any, or all district resolutions, regulations, rules, codes, and ordinances violations or other assigned duties in accordance with the procedure shown herein or other procedure as adopted by the Board of Supervisors. Any alleged violation of district resolutions, regulations, rules, codes, and ordinances may be pursued by appropriate remedy in court, or as may otherwise be provided by law.

Section 13. Conduct of hearing.

- (a) Upon request of the enforcement officer/inspector, or at such other times as may be necessary, the special magistrate may call a hearing of the special magistrate. A hearing also may be called by written notice signed by the special magistrate.
- (b) Minutes shall be kept of all hearings by the special magistrate, and all hearings and proceedings shall be open to the public. The Board of Supervisors shall provide clerical and administrative personnel as may be reasonably required by the special magistrate for the proper performance of its duties.

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- (c) The special magistrate shall proceed to hear the cases on the agenda for that day. All testimony shall be under oath and shall be recorded. The special magistrate shall take testimony from the enforcement officer, alleged violator and any witnesses. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings.
- (d) Irrelevant, immaterial, or unduly repetitious evidence shall be excluded, but all other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible, whether or not such evidence would be admissible in a trial in the courts of this state. The burden of proof shall be upon the District, through its counsel, staff and enforcement officers to show, by a preponderance of the evidence that a violation exists.
- (e) The special magistrate may inquire of any witness before the special magistrate. The alleged violator or his attorney, the enforcement officer/inspector, or member of the District General Counsel's office shall be permitted to inquire of any witness before the special magistrate and present brief opening and closing statements.
- (f) At the conclusion of the hearing, the special magistrate shall issue findings of fact, based on evidence of record and conclusions of law, and shall issue an order upholding the citation or denying the citation and affording the proper relief consistent with powers granted by this resolution. The order by the special magistrate may include a notice that it must be complied with by a specified date, and that a fine may be imposed, and include a statement that any person aggrieved by the order who was a party below may appeal the order to circuit court. The special magistrate may choose to impose a fine amount which is of a different class than the citation. A certified copy of such order may be recorded in the public records of the county and shall constitute notice to any subsequent purchasers, successors and assigns if the violation concerns real property, and the findings therein shall be binding upon the violator

and, if the violation concerns real property, any subsequent purchasers, successors and assigns. If an order is recorded in the public records pursuant to this subsection and the order is complied with by the date specified in the order, the special magistrate shall issue an order acknowledging compliance that shall be recorded in the public records. A hearing is not required to issue such an order acknowledging compliance.

- (g) If the district prevails in a case before the special magistrate, the district shall be entitled to recover all costs incurred in bringing or defending the case before the special magistrate, and such costs may be included in the lien authorized.

Section. 14. Powers of the Special Magistrate.

The special magistrate shall have the power to:

- (1) Adopt rules for the conduct of its hearings.
- (2) Subpoena alleged violators and witnesses to its hearings.
- (3) Subpoenas may be served by the sheriff or any deputy sheriff of the county.
- (4) Take testimony under oath.
- (5) Hear appeals of citations and issue orders having the force of law upholding or overturning any citation and assessing costs of the hearing and to command whatever steps are necessary to bring a violation into compliance.
- (6) Hear any other matters and take whatever action is necessary as assigned by the Board of Supervisors.

Section. 15. Administrative fines; costs of repair; liens.

(a) (1) A certified copy of an order may be recorded in the public records of the county and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order shall be enforceable in the same manner as a court judgment by the sheriffs of this state, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes. After three (3) months from the filing of any such lien which remains unpaid, the Board of Supervisors may authorize the District's attorney to foreclose on the lien. After the suit for foreclosure has been filed, any offer of settlement must be forwarded to the Board of Supervisors must be obtained prior to acceptance of an offer of settlement. No lien created pursuant to the provision of this article may be foreclosed on real property which is a homestead under Fla. Const., Art. X, § 4.

(2) Unless a lien foreclosure suit has been filed by the district, an interested party may request a reduction in a lien imposed by an administrative order of the special magistrate. The request must be submitted in writing, on a form prescribed by the district, to the enforcement division. The Board of Supervisors shall decide whether to approve the request. In deciding whether to approve a lien reduction, the Board of Supervisors shall review the written submission and listen to any corresponding oral presentation by the requesting party. Lien amounts may be reduced in cases in which a violator has come into compliance but due to hardship is unable to pay the full amount necessary to satisfy and release the lien. Lien amounts may also be reduced in cases in which the violator has not come into compliance but there is a contract to sell the property to a purchaser who intends to bring the property into compliance. Any decision to reduce a lien for the

benefit of a prospective purchaser must include a timetable for the property to come into compliance and a stipulation acknowledging that liens are not released until all violations are cured and the property is in compliance. In determining a new amount to satisfy a lien, the Board of Supervisors shall recover costs incurred by the district. Enforcement liens are an asset of the district. Accordingly, any decision to reduce a lien is a discretionary decision and does not constitute a final administrative order for purposes of appeal.

Section 16. Duration of lien.

No lien provided under this article shall continue for a period longer than twenty (20) years after the certified copy of an order imposing a fine has been recorded, unless within that time an action to foreclose on the lien is commenced in a court of competent jurisdiction. In an action to foreclose on a lien, the prevailing party is entitled to recover all costs, including a reasonable attorney's fees incurred in the foreclosure. The district shall be entitled to all costs incurred in recording and satisfying a valid lien. The continuation of the lien effected by the commencement of the action shall not be good against creditors or subsequent purchasers for valuable consideration without notice, unless a notice of lis pendens is recorded.

Section 17. Enforcement fines account.

All administrative fines and liens collected pursuant to this article shall be deposited in a separate revenue account, which is hereby created and designated as the "enforcement fines account."

Section 18. Appeals.

An aggrieved party, including the Board of Supervisors, may appeal a final administrative order of the special magistrate to the circuit court. Such an appeal shall not be a hearing de novo, but shall be limited to appellate review of the record created before the special magistrate. An appeal shall be filed within thirty (30) days of the execution of the order to be appealed.

Section 19. Notices.

(a) All notices required by this article shall be provided to the alleged violator by certified mail, return receipt requested, provided if such notice is sent under this paragraph to such violators in question at the address listed in the tax collector's office for tax notices, and at any other address provided to the district by such entities and is returned as unclaimed or refused, notice may be provided by posting as described in subparagraphs (b)(2) and by first class mail directed to the addresses furnished to the local government with a properly executed proof of mailing or affidavit confirming the first class mailing; or by hand delivery by the sheriff or other law enforcement officer, enforcement officer or other person designated by the Board of Supervisors, or by leaving the notice at the violator's usual place of residence with any person residing therein who is above fifteen (15) years of age and informing such person of the contents of the notice or in the case of commercial premises, leaving the notice with the manager or other person in charge.

(b) In addition to providing notice as set forth in subsection (a), at the option of the enforcement officer, notice may also be served by publication or posting as follows:

(1) Such notice shall be published once during each week for four (4) consecutive weeks (four (4) publications being sufficient) in a newspaper of general circulation in the

county. The newspaper shall meet such requirements as are prescribed under F.S. ch. 50, for legal and official advertisements. Proof of publication shall be made as provided in F.S. §§ 50.041 and 50.051.

- (2) In lieu of publication as described in subparagraph (1) above, such notice may be posted for at least ten (10) days prior to the hearing, or prior to the expiration or any deadline contained in the notice in at least two (2) locations, one (1) of which shall be the property upon which the violation is alleged to exist and the other of which shall be at the front door of the courthouse in the county. Proof of posting shall be by affidavit of the person posting the notice, which affidavit shall include a copy of the notice posted and the date and places of its posting.
- (c) Notice by publication or posting may run concurrently with, or may follow, an attempt or attempts to provide notice by hand delivery or by mail as required under subsection (a). Evidence that an attempt has been made to hand deliver or mail notice as provided in subsection (a), together with proof of publication or posting as provided in subsection (b), shall be sufficient to show that the notice requirements of this article have been met, without regard to whether or not the alleged violator actually received such notice.

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase, word or provision of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution.

SECTION 4. CONFLICTS. Section 2 of this Resolution shall constitute regulations of the Central Florida Tourism Oversight District with the full weight, authority and force of law. In the event of a conflict or conflicts between this Resolution and any other resolution, ordinance/resolution or provision of law, this Resolution controls to the extent of the conflict, as allowable under the law. This Resolution shall apply to and be enforced throughout the unincorporated and incorporated areas of the Central Florida Tourism Oversight District, including within the jurisdictional boundaries of the City of Lake Buena Vista and City of Bay Lake.

SECTION 5. EFFECTIVE DATE. This Resolution will take effect immediately upon its adoption.

ADOPTED at a regular meeting of the Board of Supervisors of the Central Florida Tourism Oversight District, held on this 10th day of May, 2023.

**CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT**

[SEAL]

By: _____
Martin Garcia, Chair of the Board of Supervisors

ATTEST:

Tina Graham, District Clerk

Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 10.3

Page 1 of 2

Meeting Date	
May, 10 2023	
Agenda Item Name	
Resolution No. 643 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT ADOPTING THE FLORIDA FIRE PREVENTION CODE AND CREATING REGULATIONS CONCERNING FALSE ALARMS AND ENFORCEMENT MECHANISMS; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.	
Requested Action	
Approval of Resolution No. 643, adopting the Florida Fire Prevention Code and creating regulations for false alarms and enforcement.	
Staff Report	
<p>The District is responsible for the adoption and enforcement fire prevention regulations at least equivalent to the Florida Fire Prevention Code. Resolution No. 643 adopts the Florida Fire Prevention Code in its entirety and as it may be amended. Furthermore, this Resolution grants authority to the District Fire Marshall to establish reasonable policies and procedures regarding enforcement of the code and the appropriate permits and approvals.</p> <p>In order to enforce these regulations the Resolution authorizes the enforcement mechanisms contained in the Florida Fire Prevention Code and makes violation of the Code a Class III violation (\$250 Fine) for first offenses and a Class IV violation (\$500 Fine) for repeat, continuing and violations that are considered an immediate danger. These enforcement mechanisms are in addition to any other enforcement mechanism that the District may have.</p> <p>The Resolution adopts regulations related to False Alarms in order to encourage fire and medical alarm users to maintain operational reliability. It provides for notice. It provides for responsibility for fire alarm activation, owner response, fire alarm malfunction, corrective action and administrative fees. It requires disconnection in certain circumstances. It requires an automatic telephone alarm communicator system. Finally, it provides for responsibilities of the alarm system owner.</p>	

Additional Analysis	
None	
Fiscal Impact Summary	
None	
Exhibits Attached	
1. Resolution No. 643	

RESOLUTION NO. 643

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT ADOPTING THE FLORIDA FIRE PREVENTION CODE AND CREATING REGULATIONS CONCERNING FALSE ALARMS AND ENFORCEMENT MECHANISMS; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Central Florida Tourism Oversight District (“District”) exists pursuant to its enabling act codified at Chapter 2023-5, Laws of Florida becoming effective on February 27, 2023 (the “Act”); and

WHEREAS, pursuant to the Act, the District must exercise its authority set forth in the Act to adopt, amend, and enforce fire prevention regulations governing the entire District, including within the city limits of any municipality within the District; and

WHEREAS, Section 23 of the Act authorizes the Board of Supervisors to adopt and enforce fire prevention regulations that are at least equivalent to the minimum standards in the Florida Fire Prevention Code, and the regulations and codes adopted herein comply with such requirement; and

WHEREAS, the Board of Supervisors finds this Resolution to be in the best interest of the public health, safety and welfare and is consistent with the Act; and

WHEREAS, the Act provides for regulations and codes of the District enacted pursuant to power and authority of the District are to be adopted by resolution of the Board of Supervisors upon a single reading and public meeting, with at least ten (10) days’ notice of an intent to adopt such resolution being published; and

WHEREAS, notice of intent to adopt this Resolution was published in the Orlando Sentinel on April 29, 2023 and a public hearing on this Resolution was held on May 10, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, THAT:

SECTION 1. RECITALS. The foregoing recitals are incorporated herein by reference and made a part hereof.

SECTION 2. FLORIDA FIRE PREVENTION CODE. The District hereby adopts the following codes and regulations:

Florida Fire Prevention Code

- (a) *Florida Fire Prevention Code.* The District does hereby adopt, pursuant to chapter 633, Florida Statutes, section 633.20, Florida Statutes, and chapter 69A-60, Florida Administrative Code, as adopted (and as may be amended from time to time) by the state fire marshal, the Florida Fire Prevention Code as the governing law relative to the regulation and prevention of fire hazards in the District, including within the jurisdictional limits of any municipality within the District. The District fire marshal shall be vested with the authority to establish reasonable policies and procedures regarding the enforcement of the code and shall determine the appropriate permits and approvals that shall be required within incorporated and unincorporated areas of the District. Copies of such codes are on file in the office of the District fire marshal. References to this code shall be called the “Florida Fire Prevention Code.”
- (b) *Enforcement.* The District shall have all enforcement mechanisms afforded under the Florida Fire Prevention Code to enforce these codes and regulations. Without limiting the foregoing, a violation of the Florida Fire Prevention Code shall be considered a Class III violation for a first offense (\$250.00 fine) and a Class IV violation (\$500.00 fine) for a repeat violation or for a violation that the fire chief or fire marshal determines to be a matter of immediate danger to public safety and violators are subject to the imposition of fines accordingly. Each day that a violation exists constitutes a separate violation and a fine for each day a violation exists may be imposed. The District shall have the right to file and prosecute an action at law or in equity in a court of proper jurisdiction to enforce this Section, including without limitation, the collection of civil fines imposed and obtain injunctive relief to prevent violations. In addition to and without limiting the foregoing, if the violation is not corrected within a reasonable time period after the expiration of the corrective period given or upon notice of violation for a repeat violation, the District may:
 - (i) revoke the certificate(s) of occupancy for any structure or building for which a violation exists and order all persons to vacate and not use such structures or building for any human habitation or use, subject to limited personnel for security and fire protection of the structures and buildings and the premises thereof; and
 - (ii) withhold issuance of any new

building permit, inspection approval, or certificate of occupancy being requested by the violating person or business entity concerning any structure or building anywhere in the District until the violation is cured. Nothing in this section limits the District from enforcing this Resolution by any other means.

- (c) *Appeal.* A person or business entity receiving a violation under this Section may contest any violation and fine and/or enforcement penalty imposed for such violation to the District's special magistrate in accordance with the applicable procedures adopted by filing a written notice of appeal and along with a written basis of such appeal with the District fire marshal within fifteen (15) days of receiving a notice of violation. Thereafter, a *de novo* quasi-judicial public hearing on the appeal will be conducted as soon as practicable. The decision of the special magistrate on the appeal will constitute the final decision of the District. The final decision of the District is subject to a timely challenge in the circuit court filed within thirty (30) days of the written rendition of such decision. The District may adopt additional procedures for appeal hearings via separate resolutions or regulations. However, this appeal subsection shall not apply in the event that the District commences court proceedings to enforce the code by seeking to enjoin violations as such court proceedings will afford the violator with due process.

SECTION 3. FALSE ALARMS. The District hereby adopts the following codes and regulations effective on December 1, 2023:

False Alarms

- (a) *Purpose.* The purpose of this section is to encourage fire and medical alarm users and fire and medical alarm businesses (including, but not limited to, sales, installation, and/or monitoring businesses) to maintain the operational reliability and the proper use of alarm systems so as to limit unnecessary fire and emergency medical responses to false alarms and alarms malfunctions. This section governs fire and medical emergency false alarms, provides for inspections, services, and administrative fees; for excessive false alarms, and provides for disconnection or deactivation of malfunctioning alarm systems.
- (b) *Definitions.* As used in this section, the following words and terms shall have the following meanings:

Alarm system shall mean a fire alarm system as defined below.

District shall mean the Central Florida Tourism Oversight District.

Enforcement official shall mean the District Fire Chief or that representative designated by the fire chief to administer this section and control and maintain records involving false alarms.

False alarm response fee shall mean a monetary charge assessed by and payable to the Central Florida Tourism Oversight District, authorized pursuant to this section, to defray the expenses of responding to a false alarm or alarm malfunction.

False fire alarm shall mean the activation of any alarm system signal or message which elicits a notification to and/or response by the fire rescue department when there is no evidence

of a fire, medical emergency or other activity which warrants a call for immediate firefighting or emergency medical assistance. This may include, but is not limited to, an alarm discovered by a police officer, firefighter or any other individual(s) before notification of an alarm from a monitoring company or from a local alarm system that is not monitored.

Fire alarm system shall mean any mechanical, electrical, or radio-controlled device or system which is designed to emit a sound, relay or transmit a signal or message when activated or any such device which emits a sound and transmits a signal or message when activated because of smoke, heat, fire, hazardous chemical detection or emergency medical alarm. Without limiting the generality of the foregoing, alarm system shall be deemed to include audible alarms at the site of the installation of a detection device, proprietary alarms and automatic telephone digital alarm communicator systems. A single-station (residential) smoke detector shall not be deemed to be a fire alarm system under this section.

Fire alarm technician shall mean any person who inspects, installs, repairs or performs maintenance on fire alarm systems, and is licensed by the State of Florida as required by state statute (or works under the license of an alarm contractor).

Fire watch shall mean an enforcement official approved person or persons assigned to the premises for the purpose of protecting the occupants from fire or similar emergencies. A fire watch may involve at least some special action beyond normal staffing, such as assigning an additional security guard(s) to walk the premises, who has been trained in the use of fire extinguishers, in notifying the fire department, in sounding the fire alarm system located on the premises, and in understanding the particular fire safety situation.

Owner shall mean any person or legal entity who owns the premises in which an alarm system is installed or the person or persons who lease, operate, occupy or manage the premises if such person or persons are responsible for the installation or maintenance of such alarm system.

Premises shall mean any building, structure or combination of buildings and structures which serve as dwelling units, single-family or multi-family, or any other area within a building, structure or combination thereof which is used for any purpose wherein an alarm system is installed.

Responder shall mean the owner or designee capable of responding to the premises within sixty (60) minutes, and who are authorized to enter the premises to ascertain the status thereof, including resetting and silencing of all equipment.

Single-station (residential) smoke detector shall mean an assembly incorporating the detector, control equipment and alarm-sounding device in one (1) unit operated from a power supply either in the unit or obtained at the point of installation.

- (c) *Notice.* Any person or company installing any fire alarm system, or providing any inspection, testing or maintenance to any fire alarm system, shall insure that the owner of such system possesses a copy of the ordinance from which this section derives, and a copy of the current National Fire Protection Association (NFPA) Standard 72, Chapter 10, Inspection, Testing, and Maintenance. Said person, without request, shall give a copy of both this regulation and NFPA Standard 72, Chapter 10, Inspection, Testing, and Maintenance to any owner not possessing same.
- (d) *Responsibility for fire alarm activation, owner response, fire alarm malfunction and corrective action, administrative fees.*

- (1) The responsibility for a fire alarm activation shall be that of the owner of the alarm site in which the fire alarm system is installed. A response to an alarm activation shall result when any officer or member of the fire rescue department shall be dispatched to the alarm site where the alarm has been activated or learns, by any means whatsoever, of the activation of the alarm system(s), and responds thereto by traveling to that premises.
- (2) The owner of any alarm system, when requested by the fire rescue department, shall provide a responder to the alarm site in order to reset or disable the alarm system.
- (3) The operator of every place of business which has an alarm site shall provide signage containing current working telephone numbers for at least three (3) persons to be notified in case of emergency. Such signage shall be visible from the exterior of such business and adjacent to the main entrance of such business or a location acceptable to the fire marshal. Emergency contact information may be placed in a fire department key lock box as an alternate to the required signage.

In the event the alarm system is a monitored system, it is the responsibility of the company monitoring the alarm system to notify any listed responder at the request of the fire rescue department.

- (4) All alarm systems having an audible or visual signal at an alarm site shall be equipped to operate for a time period acceptable to the fire marshal and all applicable codes.
- (5) An administrative fee is hereby established to defray the expenses incurred by the District in making a response to a false alarm. Such administrative fee shall be known as a "false alarm response fee" and such fee shall be in the amount of three hundred dollars (\$300.00) per false alarm response to any type of occupancy. The District hereby finds that said sums represent a reasonable approximation of the actual costs incurred by the District in making a response to a false fire alarm. The District Board of Supervisors may change the amount of the false alarm response fees by resolution upon a finding that changed circumstances justify the establishment of a different fee amount.
- (6) a. A false alarm response fee shall be assessed against the owner of the premises of any alarm system for each false fire alarm response made to such premises in excess of three (3) false fire alarm responses made to any one such alarm site within thirty (30) day period. The owner shall be notified of such assessment by mail.
 - b. A response to a false alarm shall not qualify as a false fire alarm for the purpose of assessing or computing a false alarm response fee if such response to a false alarm is caused by an electrical storm, hurricane, tornado or other act of God. If, within thirty (30) days from the occurrence of a false fire alarm response, the owner can demonstrate to the satisfaction of the enforcement official that the alarm system in question has been examined and repaired by a fire alarm technician authorized by the system manufacturer and if such repair malfunction was the cause of the false alarm, then providing the false alarm was not caused by human error, such false alarm shall not be considered a false fire alarm for the purpose of this section and the owner shall receive a reduction or rebate of any false alarm response fees assessed for that particular false alarm to the extent of

the cost incurred for repairs necessitated by such malfunction, provided that such reduction shall not exceed three hundred dollars (\$300.00). No reduction or rebate shall be available should the responder fail to respond when requested by the fire rescue department. Notwithstanding the foregoing, the owner shall be charged an alarm inspection fee of forty dollars (\$40.00).

- c. All false alarm response fees are due and payable within thirty (30) days from date of receipt of the invoice to the owner by the fire department. In the event that false alarm response fees are not paid as required by this section, the fire department may refer the matter to the District General Counsel or to a collection agency authorized by the District.
- (7) Except for protection of premises required by law to support an alarm system, the enforcement official is authorized to order, by written notice to the owner, the disconnection or deactivation of an alarm system for either:
- a. Failure of the owner to meet all requirements or pay any fee provided for in this section within thirty (30) days of the initiation of such requirements or the assessment of such fee; or
 - b. In the case of a false alarm, failure to provide documentation that the alarm system in question actually has been examined by a fire alarm technician authorized by the system manufacturer and that such alarm system was repaired if a malfunction was the cause of such false alarm;

The written notice to disconnect or deactivate shall be mailed certified mail, return receipt requested, to the owner and shall specify the date on which the owner shall be required to disconnect or deactivate the alarm system. The disconnection or deactivation date shall be at least fifteen (15) days following the date of the notice. The owner may appeal the order of the enforcement official to the District's special magistrate.

- (8) The enforcement official or designee may, after the fire department has responded to three (3) alarm malfunctions within a twenty-four-hour period or (5) alarm malfunctions within a forty-eight-hour period, order the immediate disconnection or deactivation of an alarm system. The order to disconnect or deactivate shall be in writing. Each building affected because the signal from the fire alarm system has been disconnected or deactivated shall be required to establish a fire watch until the fire alarm system has been returned to service. Duties of the fire watch may include notifying the fire department and building occupants of an emergency, preventing a fire from occurring, or extinguishing small fires. The owner is responsible for paying all costs associated with establishing a fire watch.

- (9) *Failure to disconnect or unauthorized reconnection of alarm system.*

- a. It shall be a violation of this section for any person to fail to disconnect or deactivate an alarm system which has been ordered disconnected or deactivated pursuant to subsection (8), including those cases in which the special magistrate has affirmed the order to disconnect or deactivate an alarm system. It shall be a violation of this section for any person to reconnect an alarm system which has been disconnected or deactivated pursuant to the order of the enforcement official

unless reconnection of the alarm system is authorized by the enforcement official. Any false alarm received from a premises wherein an alarm system has been ordered disconnected or deactivated shall be deemed to be a malicious false alarm and enforcement official may seek prosecution for such under F.S. § 806.101, False Alarms of Fires.

- b. The fire department shall not be obligated to respond to any notification of alarm or any alarm signal received from any alarm system which the owner has been ordered to disconnect or deactivate.
- (10) *Reconnection of alarm systems.* Any order to disconnect or deactivate an alarm system may be rescinded by the enforcement official upon finding the owner of the premises has taken corrective action to remedy the cause of the false alarms at the premises. The owner shall have the burden of showing what corrective action has been taken and that same is sufficient to support a finding that the cause of the false alarm(s) has been remedied. The enforcement official shall inspect and test the alarm system prior to rescinding the order to disconnect said system and after payment by the owner of an alarm inspection fee of forty dollars (\$40.00). The enforcement official shall not rescind an order to disconnect or deactivate if the owner has failed to pay any fee charged the owner pursuant to this section.
- (11) *Automatic telephone digital alarm communicator system.*
- a. It shall be unlawful for any person to install, maintain, operate or use any automatic telephone digital alarm communicator system unless such system is currently listed by the Underwriter's Laboratories, Inc., or other agency approved by the state fire marshal.
 - b. Any person who violates the provisions of this subsection commits a Class III violation (\$250.00 fine) violation and is subject to a fine for each day the violation continues.
- (12) *Newly installed alarm system.* The provisions of this section shall not apply to any newly installed alarm system until thirty (30) days after the date of the installation of such alarm system.
- (13) *Alarm system responsibilities of owner.* The District and its officers and employees shall not assume any duty or responsibility for the installation, maintenance, operation, repair or effectiveness of any privately owned alarm system. Such duties or responsibilities belong solely to the owner of the premises. Further, it is the sole responsibility of the owner of the premises to silence any activated alarm and thereafter reset same.
- (14) The enforcement official shall be vested with authority to establish reasonable policies and procedures regarding the enforcement of this subsection.
- (15) The owner may appeal the false alarm response fee assessed by District, for a false alarm or alarm malfunction to the District's special magistrate.

SECTION 4. REFERENCES. The provisions of Sections 2 and Section 3 of this Resolution replace the EPCOT Fire Prevention Code (including Section 101 Administration and its subsections), and will stand independent from the EPCOT Building Code. References to EPCOT Fire Prevention Code in the codes and regulations of the District will be amended and changed to the “Florida Fire Prevention Code” and such reference shall mean those codes and regulations as adopted by this Resolution, as may be amended from time to time.

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase, word or provision of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution.

SECTION 6. CONFLICTS. Section 2, Section 3 and Section 4 of this Resolution shall constitute regulations of the Central Florida Tourism Oversight District with the full weight, authority and force of law. In the event of a conflict or conflicts between this Resolution and any other resolution, ordinance/resolution or provision of law, this Resolution controls to the extent of the conflict, as allowable under the law. This Resolution shall apply to and be enforced throughout the unincorporated and incorporated areas of the Central Florida Tourism Oversight District, including within the jurisdictional boundaries of the City of Lake Buena Vista and City of Bay Lake.

SECTION 7. EFFECTIVE DATE. This Resolution will take effect immediately upon its adoption.

ADOPTED at a regular meeting of the Board of Supervisors of the Central Florida
Tourism Oversight District, held on this 10th day of May, 2023.

**CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT**

[SEAL]

By: _____
Martin Garcia, Chair of the Board of Supervisors

ATTEST:

Tina Graham, District Clerk