



AGENDA

October 23, 2024
10:30 a.m.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
Board of Supervisors Meeting
Agenda
October 23, 2024
10:30 a.m.

- 1. CALL TO ORDER**
- 2. OPENING INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. SAFETY MINUTE**
- 5. PUBLIC COMMENT PERIOD**
- 6. CONSENT AGENDA**
 - 6.1** August 28, 2024 Meeting Minutes
 - 6.2** September 11, 2024 Meeting Minutes
 - 6.3** September 25, 2024 Meeting Minutes
 - 6.4** Approve non-exclusive temporary easement with permanent easement with Peoples Gas System, Inc. (a.k.a. TECO)
 - 6.5** Approve non-exclusive permanent easement with Summit Broadband, Inc.
 - 6.6** Approve the Release of Interest in the greenways and easements of the Lake Marion Preserve Property, Tract C, Poinciana Neighborhood 1 West, Village 7 Plats
 - 6.7** 2023 District Engineer’s Annual Report and companion 2024 Water Control Structure Inspection Report
- 7. REPORTS**
 - 7.1 Management Report**
- 8. GENERAL BUSINESS**
 - 8.1** Approve establishing an allowance for the procurement of owner-furnished materials necessary to provide electric service for “Project L” in the amount of \$4,000,000

- 8.2** Approve Contract #C006553 with McKim & Creed Inc. for professional engineering for improvements to the condenser water and cooling tower systems at the Epcot Central Energy Plant in the amount of \$295,859 plus 10% contingency for a total of \$325,444.90, plus a RCES design/support services fee not-to-exceed \$75,000
- 8.3** Approve Contract #C006528 with Chen Moore and Associates Inc. for professional engineering for the replacement of high potential load-break switches and unit substation transformers at Epcot in the amount of \$570,335.10 plus 10% contingency for a total of \$627,368.61 plus a RCES design/support services fee not-to-exceed \$200,000
- 8.4** Approve the purchase of two 69,000-volt substation transformers from Prolec GE Waukesha in the amount of \$3,493,186
- 8.5** Approve award of three-year continuing service contracts to the top-ranked and selected firms for electrical, hydrology/wastewater, and mechanical engineering services

9. PUBLIC HEARING

10. OTHER BUSINESS

11. ADJOURN

APPEALS: All persons are advised that, should 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 (DistrictClerk@oversightdistrict.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

In The Matter Of:
Central Florida Tourism Oversight District

Board of Supervisors Meeting
August 28, 2024

Legal Realtime Reporting
P.O Box 533082
Orlando, Florida 32853- 3082

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS MEETING

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LOCATION: Central Florida Tourism Oversight
District
1900 Hotel Plaza Boulevard
Lake Buena Vista, Florida 32830

DATE TAKEN: August 28, 2024

TIME: 10:30 a.m. - 11:38 a.m.

REPORTED BY: SANDRA D. BROWN, FPR,
Court Reporter and Notary Public
State of Florida at Large

PRESENT:

BOARD MEMBERS: Charbel Barakat, Vice Chairman; Brian Aungst, Jr.; Craig Mateer(remote); Bridget Ziegler

SPEAKERS: Reverend Father Anthony Aarons, Mary, Queen of the Universe; Eddie Fernandez, CFTOD Operational Safety Consultant; Stephanie Kopelousos, District Administrator; Christine Ferraro, Director - RCES; Thierry Boveri, Raftelis; Craig Sandt, Principal Construction Manager; Susan Higginbotham, Chief of Finance

CFTOD STAFF: Stephanie Kopelousos, District Administrator; Paula Hoisington, Deputy District Administrator of Administration; Mike Crikis, Deputy District Administrator of Operations; Roy Payne, Esquire, General Counsel; Eddie Fernandez, CFTOD Operational Safety Consultant; Eric Ferrari, Fire Chief; Alycia Mills, District Clerk, Executive Assistant; Matthew Oberly, External Affairs Director; Rocky Haag, External Affairs Coordinator; Tanya Naylor, Director of Security and Emergency Management; Ron Zupa, IT Service Delivery Manager; Samarth Thomas, Systems Administrator; Katherine Luetzow, Planning & Engineering Manager; Tiffany Kimball, Contracting Officer; Yenni Hernandez, Chief Information Officer; Susan Higginbotham, Chief of Finance; Joey Rodriguez, Manager/Chief Building Official; Christine Ferraro, Director - RCES; Ella Hickey, Director - Building & Safety; Jason Herrick, Director of Public Works and Utilities Advisor; Roger Smith, Deputy Fire Chief; Wendy Duncan, Director - Environmental Sciences; Douglas Henley, Director of Facilities; Craig Sandt, Principal Construction Manager; Joel Edwards, Deputy Fire Chief; Holly Hagans, Security and Emergency Management Coordinator; Heidi Powell, Manager - Financial Reporting Analysis; Michele Dicus, Human Resources Director

P R O C E E D I N G S

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3 VICE CHAIR BARAKAT: I will now call this
4 meeting of the Central Florida Tourism Oversight
5 District to order. It's 10:30 a.m. on August the
6 28th. Good morning, good to see you all. We'll
7 begin as we always do with our invocation, and for
8 that I will welcome up the Very Reverend Father
9 Anthony Aarons. Father Aarons is the rector of the
10 Basilica of the National Shrine of Mary, Queen of
11 the Universe in the Diocese of Orlando. He also
12 serves, which -- as I told Father, and I'll gladly
13 say it on the public record, easily one of the most
14 beautiful churches in the entire country, and I
15 highly recommend all of you to visit.

16 He also serves as the diocesan director of
17 spiritual development leading retreats and
18 missions. He studied English literature at the
19 University of the West Indies in Jamaica and
20 obtained a master's in liturgical studies from the
21 University of Notre Dame.

22 Father Anthony uses liturgical and literary
23 principles as the basis for his ministry. In 2016,
24 Pope Francis appointed Father Anthony as a
25 Missionary of Mercy. I would love to hear more

1 about that, Father. That sounds amazing. Today he
2 carries out this mandate, especially through the
3 Sacrament of Reconciliation. He's a former Bishop
4 Moore Catholic High School community chaplain, and
5 Father Anthony's responsibilities continue with
6 Catholic charities of Central Florida. Father,
7 would you please lead us in prayer?

8 FATHER AARONS: Good morning, and thank you
9 for having me here today. So I was told that
10 the -- the invocation should be at least 50
11 minutes. And thank you for that -- that push for
12 Mary, Queen of the Universe because it is, indeed,
13 the most beautiful church in all of Central
14 Florida, in all of Florida, in all of the South, in
15 all of the United States.

16 So I begin with -- with a reading from the
17 gospel of Luke: Luke Chapter 10, from Verse 38.
18 "As they continued their journey, Jesus entered a
19 village where a woman, whose name was Martha,
20 welcomed him. She had a sister named Mary, who sat
21 beside the Lord at his feet listening to him.
22 Martha, burdened with much serving, came to him and
23 said, Lord, do you not care that my sister has left
24 me by myself to do the serving? Tell her to help
25 me."

1 The Lord said to her and replied, "Martha,
2 Martha, you're anxious and worried about many
3 things. There is need of only one thing, Mary has
4 chosen the better part and it should not be taken
5 from her."

6 So you may find it's, you know, strange that I
7 have chosen this, but in the church whenever we
8 read this passage of scripture, we are always
9 thinking about hospitality. And as you are doing
10 tourism oversight, I think the one word that we can
11 use with tourism is the word "hospitality." And
12 when we talk about hospitality, hospitality has to
13 do with welcoming, and when we welcome people, just
14 like Martha and Mary welcomed Jesus into their
15 home, that we recognize that Central Florida is our
16 home and all the people who come, we welcome them
17 to our home.

18 So when they come, do they feel that they
19 belong here, or is it that sometimes we get so
20 caught up with doing things that we have no time to
21 spend with our visitors, because this is what was
22 happening with Martha. She was so concerned about
23 making sure that the plumbing was right, that
24 the -- this was right and all of this, that she
25 didn't spend time with her guests.

1 And Jesus pointed out to her that her sister,
2 Mary, had chosen the better part and the better
3 part was spending time with the guests. And so I
4 tell people all the time that at Mary, Queen of the
5 Universe I have one job, and that one job is
6 connecting with people, connecting with. And
7 connecting with -- there's a difference between
8 connecting with and making connections because when
9 we think of making connections, it's about a quid
10 pro quo kind of thing, but when we connect with,
11 we're saying you, you're the important one. I want
12 to know what's happening with you, and, therefore,
13 I will do something to help you achieve and become
14 what it is that you need to become or to do.

15 So I hope and pray that as you do this
16 oversight that that is one of the things that you
17 will take into consideration, that as we think
18 about our visitors that we want to make them at
19 home, and we want to connect with them through the
20 various things that we do.

21 So let us pray. And as we pray, let us
22 remember the presence of God with us now and lift
23 up our hearts to God, the Father, to whom we pray;
24 to God, the Son, through whom we pray; and to God,
25 the Holy Spirit, and whom we pray.

1 Almighty and everlasting God, from whom come
2 wisdom and understanding, be present, we humbly ask
3 you, with your servants who are meant to consider
4 matters relative to the tourism welfare of Central
5 Florida. Guide them by your Holy Spirit in all
6 their deliberations and bring their minds in
7 accordance with your perfect will. Keep their
8 vision clear, their sympathies broad, their
9 resolution firm, their zeal unabated, and grant
10 that whatever they do in word or deed, they may do
11 for your glory and for the benefit of our residents
12 and the visitors to our communities. And we ask
13 all this in the name of your Son, Jesus Christ, our
14 Lord. Amen.

15 ATTENDEES: Amen.

16 VICE CHAIR BARAKAT: Amen. Father, thank you.
17 That was very thoughtful. So with that, we will
18 rise and please join me in the pledge of
19 allegiance.

20 ATTENDEES: I pledge allegiance to the flag of
21 the United States of America, and to the Republic,
22 for which it stands, one nation, under God,
23 indivisible, with liberty and justice for all.

24 VICE CHAIR BARAKAT: Very good. Now, as is
25 customary, we will hear from Eddie Fernandez who

1 will present our safety minute. I believe he's got
2 something important to share as we are in the
3 middle of hurricane season. Eddie, please.

4 MR. FERNANDEZ: Yes. Thank you, Mr. Vice
5 Chair. We'd like to remind all of our guests and
6 visitors about some safety protocols before we
7 begin today's meeting. In the event an evacuation
8 is necessary, we ask that you exit either to the
9 doors on your right or the doors on your left. The
10 doors on the right will lead you out the front of
11 the building, but the doors on the left do lead you
12 towards an exit to the back of the building that
13 will bring you around the side of the building.

14 And when we do get to the outside, we do have
15 employees that will don a safety vest and go to the
16 ends of the parking lot. We ask that you meet them
17 there and wait there until we have the clearance to
18 return into the building. We also have a first-aid
19 kit and a automatic defibrillator at the security
20 desk. If those become necessary, we will use those
21 for your safety.

22 Our safety tip for September is recognition of
23 National Preparedness Month. National Preparedness
24 Month was established to raise awareness about the
25 importance of preparing for natural disasters and

1 unexpected emergencies. When we think about
2 preparedness in Florida, we usually think of that
3 in the context of hurricanes; however, there's
4 plenty of other possible hazardous conditions that
5 individuals and families can experience outside of
6 weather events.

7 Preparedness can include everything from being
8 ready for non-weather related power loss to loss of
9 employment, family illness, fire, theft, national
10 disasters or any other number of unexpected
11 circumstances.

12 So we ask everyone to take a few minutes
13 during this month to think through some unexpected
14 events that you could be better prepared for. You
15 can visit ready.gov or floridadisaster.org to help
16 you and your families be prepared for the
17 unexpected. And as a final note, we want to remind
18 everyone that Florida's disaster preparedness tax
19 holiday is currently underway and will be so
20 through September 6, which is one week from this
21 Friday.

22 So during this tax holiday, you can
23 purchase -- or qualifying preparedness supplies
24 without applicable sales tax. So you can also
25 visit the Florida Department of Revenue website for

1 more information on that. Thank you very much and
2 enjoy the meeting.

3 VICE CHAIR BARAKAT: Thanks, Eddie. Very
4 thoughtful, very timely. We just past -- I think
5 it's the 32nd anniversary of Hurricane Andrew
6 passing through south Florida. That's one of the
7 sort of -- in terms of, you know, natural disasters
8 one of the most memorable of my lifetime for me
9 personally, and I think it's just something that
10 anytime that passes, I'm always mindful. You never
11 know, you never know in the state, so be ready.
12 I've been asked to take -- to remind everyone to
13 please do take advantage of the disaster
14 preparedness tax holiday period. Why not?

15 All right. We'll now move into public
16 comment. Before I do, I just want to confirm,
17 we -- I know we've got the quorum here. Is
18 Supervisor Mateer maybe joining us by audio?

19 MS. KOPELOUSOS: He is on.

20 VICE CHAIR BARAKAT: Okay. Great.

21 MR. MATEER: Yeah, I'm present.

22 VICE CHAIR BARAKAT: Present. Very good.
23 Thank you. Thank you, sir. Very good. Well, with
24 that, we are -- we will move into the public
25 comment period. Our next item is public comment.

1 Do we have anyone signed up for public comment? It
2 doesn't look like. Would anyone like to make a
3 public comment? No? All right. No one has signed
4 up for public comment.

5 In that case, we will move on to the consent
6 agenda item. Although, I am told we have friends
7 from -- particularly concerned by the First
8 Amendment taking video of our -- of our event, and
9 I'm glad to have you here. Welcome -- welcome and
10 I'm in favor of the First Amendment, as well as all
11 the other amendments for the most part. Thank you.

12 So as no one is signed up for public comment,
13 we'll move on to the consent agenda items. We've
14 got one item on today's consent agenda approving
15 the meeting minutes from the July 24th board
16 meeting. Is there a motion to approve today's
17 consent agenda?

18 MS. ZIEGLER: Yes, Mr. Chairman. I move
19 approval of the consent agenda.

20 VICE CHAIR BARAKAT: Thank you. Is there a
21 second?

22 MR. AUNGST: Second.

23 VICE CHAIR BARAKAT: Okay. That's a second.
24 All those in favor, say aye.

25 THE BOARD: Aye.

1 VICE CHAIR BARAKAT: Any opposed? Hearing
2 none, let the record reflect that the motion passes
3 unanimously.

4 Very good. We will now move on to 7.1.
5 District Administrator, Stephanie Kopelousos, to
6 deliver the management report. Stephanie, please.

7 MS. KOPELOUSOS: Chairman, thank you. And I
8 just want to start really -- this is our first
9 budget workshop, but the budget process started
10 many, many months ago. And I just want to thank
11 the team that's here, but the team that's not here
12 for all the work that's been put in led by poor
13 Susan. It's a wonder Susan hasn't killed me in
14 this process, but just want to thank the whole team
15 and looking at what's important, how to prioritize.
16 With the announcements that came from the Disney
17 Company, so exciting, but it's how do we make sure
18 we're not the hold up.

19 And so I think -- I just applaud the team in
20 getting us to a really good spot. We still have,
21 not going to lie, some work to do before we bring
22 this back to you on September 11th after your
23 feedback, but really, really appreciate the team
24 and the hard work that they've done.

25 I also want to talk about -- we talked about

1 milling and resurfacing and some of the challenges
2 we've had. Two projects were done in the past
3 month, part of Hartzog Road, and then right in
4 front of the Riviera Resort was completed this
5 month. So thank the team for that. Craig, thanks
6 for your leadership.

7 Also want to talk about -- shout out to Tanya,
8 and she just walked out, of course. I'm going to
9 give her a shout out.

10 VICE CHAIR BARAKAT: Tanya, come back.

11 MS. KOPELOUSOS: We talk about safety and
12 prioritizing safety, and one of the things that I
13 just want to share. The other night we were with
14 the Disney team at the Tower of Terror doing an
15 exercise on evacuation. So if something were to
16 happen in the ride and we needed to evacuate the
17 guests, working closely with the Disney team and
18 our fire rescue guys in evacuating people. And
19 they do that all around the park in all of our
20 different buildings in our district.

21 And no one sees it because it happens after
22 hours, but I think we met up at about 10:00 and
23 finished at about two -- 2:00, 3:00 in the morning.
24 And it was just great to see everyone working
25 together to make sure those that come visit our

1 district are safe and taken care of. And so I just
2 want to share that with you and a shout out to
3 Tanya for leading that.

4 And, Chief, for your team. As you know, they
5 do extraordinary work, but thank you for your
6 leadership in making sure we do. We are part of
7 that safety mission that Disney has, as well.

8 That is all I have, Mr. Chairman.

9 VICE CHAIR BARAKAT: Thanks, Stephanie. And,
10 look, and I'll just -- I'll take a moment to add to
11 that, you know, Chief, I mean, we had a discussion,
12 you know, about there was an incident where we --
13 where one of our fire trucks intervened and tried
14 to help folks on a late night accident on I-4. And
15 it was brought to my attention as sort of a, well,
16 you know, there was a truck that ended up taking
17 impact from a driver as they were trying to help
18 another accident victim.

19 And for me it just underlined, you know, this
20 is -- this is very dangerous work on the front
21 lines every day that our fire department takes on.
22 You never know where the danger may come from at
23 any given time, and they -- you know, truly these
24 are the folks that run towards the fire while
25 everyone else is going away from it. And just

1 underlined the sacrifice and the appreciation for
2 your team, so, Chief, thank you. Thank you for
3 that. Thanks, Stephanie.

4 We will move on -- although, you did mention
5 the great news since our last meeting that came out
6 at the D23 meeting, all the new work that we can
7 now speak about publically. And I will say, I
8 think we're all very excited about where it's --
9 where it's all headed. We've got a lot of great
10 work to do.

11 And I will just say, Stephanie, our talk -- we
12 have extended an invite to our friends, or will be
13 extending an invite shortly to our friends from
14 Disney to come talk to us a little bit more about
15 those plans in the near future. Probably on the
16 other side of the budget meeting. I know we're all
17 excited to hear more from them on those plans
18 directly, but it's very, very exciting times.

19 So with that, we will move on to general
20 business. 8.1, Approval of Work Authorization 20
21 under the Master Services Agreement with Chen Moore
22 and Associates for professional engineering
23 services providing electric utility service in the
24 amount of \$85,405.81 plus 10 percent contingency,
25 along with RCES' design/support services fee of

1 75,000 for a total of \$168,946.39.

2 Great. The team has been very hard at work
3 over the last month, and this is the first of five
4 items. We will hear from Chris Ferraro on items
5 8.1 and 8.2. Chris.

6 MS. FERRARO: Thank you. Good morning,
7 District leadership, Vice Chairman, and members of
8 the Board. And thank you, Vice Chairman, for doing
9 the hard part of the presentation, reading out the
10 dollars and cents.

11 So I'll go through a little bit of a
12 background on the project. So in May of 2023,
13 Reedy Creek Energy Services received a request for
14 utility service from Project S. They were
15 requesting all the traditional District utilities
16 including electric service. The plans for electric
17 service were finalized for this project in May of
18 2024, and, at this time, the District needs to
19 engage a professional engineering design service
20 for the electric utility system.

21 The pictures that are shown here are some of
22 the larger pad-mounted transformers, just an
23 example of the infrastructure that will be
24 installed for this project.

25 A little bit of detail about our scope and the

1 proposal. So the design/service contemplates
2 extensions of the electric distribution system,
3 installations of about nine transformers and a
4 switch that would be attached to the District's
5 system. The professional engineering services are
6 going through a Master Services Agreement to Chen
7 Moore and Associates. That agreement has been in
8 place since May of '22, and they've been good
9 partners with the District in the past. There's
10 also request for design and support services by
11 Reedy Creek Energy Services through the
12 construction phase of the project.

13 Summarizing back to our staff recommendation,
14 asking for Board consideration of amounts in -- for
15 Chen Moore in the amount of \$85,405.81, plus
16 10 percent contingency, and \$75,000 with Reedy
17 Creek Engineering Services design and support for a
18 total of \$168,946.39. The funding for this design
19 phase of the budget will be in the 2018-1
20 non-taxable utility bonds. When we move into the
21 construction phase, which will come back to the
22 Board, we'll probably move into another bond
23 issuance to complete the funding for this project,
24 but we're using up the remaining balance of the
25 2018 issuance. And that completes my report.

1 VICE CHAIR BARAKAT: Very good. Chris, thank
2 you for the thorough presentation. I know you
3 spent a lot of time with us at these meetings and
4 elsewhere, and we really appreciate your efforts.
5 So is there a motion to approve -- or any
6 questions, comments from the Board?

7 Hearing none, motion to approve the work
8 authorization No. 20?

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

10 VICE CHAIR BARAKAT: Second?

11 MS. ZIEGLER: Second.

12 VICE CHAIR BARAKAT: Second. All those in
13 favor, say aye.

14 THE BOARD: Aye.

15 VICE CHAIR BARAKAT: Any opposed?

16 Hearing none, let the record reflect the
17 motion passes unanimously. Very good.

18 MS. FERRARO: Thank you.

19 VICE CHAIR BARAKAT: 8.2. Oh, yes, as you
20 will recall, members, at the last board meeting
21 Chris provided an update on this Labor Services
22 Agreement. We had asked Stephanie to secure our
23 outside consultant, Raftelis, again to review RCES
24 operational services fee and design services fee.
25 We will hear from Thierry Boveri to discuss agenda

1 item 8.2, that and the third amendment and his
2 team's findings. Thierry, thanks for -- it's great
3 to see you again, and thank you for your work on
4 this. We wanted -- especially on short notice --

5 MR. BOVERI: Yes, sir.

6 VICE CHAIR BARAKAT: -- so before I ask for
7 questions or -- actually, well, go right ahead.
8 Yes.

9 MR. BOVERI: Okay. Thank you very much. For
10 the record, my name is Thierry Boveri. I'm with
11 Raftelis. We performed a study last year, and
12 we're doing a partial update this year. I'm going
13 to have a brief presentation to walk you through
14 that. Some of my team members who supported us in
15 this engagement couldn't be here today, but
16 appreciate all their support through this to get
17 this expedited for -- for you all.

18 So we were scoped with updating that study, as
19 I mentioned before. The key focus is to evaluate
20 the reasonableness of the operational services fee,
21 as well as the design and support services fee.

22 Our approach was to review the budget,
23 financial information, evaluate and update the
24 benchmarking information since last year. And as
25 part of that, we also spent time reviewing staff

1 and getting their input about the key changes in
2 methodology with respect to the budget.

3 Based on a review of all that information, we
4 developed an update which included a report which
5 is available in support of this presentation, but I
6 will be running you through the key findings in the
7 next two slides.

8 So with respect to the operational services
9 fee and the cap, there were a few key findings
10 pursuant to the work effort. One is that our
11 finding is generally that the proposed fee is
12 reasonable. The basis for that finding is that the
13 RCES had requested a 1.9 percent increase in the
14 fee, and that this was -- if you think about it,
15 less than the underlying cost increases to much of
16 their labor cost agreement with union contracts.

17 About 70 percent of the labor cost trade union
18 work is -- through that it's about a 4 percent
19 increase, but the overall labor costs are going up
20 1.9 percent. The reason for that is partially due
21 to a change in methodology and also recognition of
22 forecasting the billable hours closer to actual.
23 So that meant, you know, kind of a one-time lower
24 increase. I think next year if you -- you know,
25 same time this year -- next year you're probably

1 going to find it closer to that, you know, average,
2 the 4 percent average.

3 Yeah, so -- so the basis for that also was
4 looking at the benchmarking data. Not listed
5 there, but, generally, the World at Work survey was
6 an industry benchmark survey that we looked at, and
7 their increased in labor cost for comparable
8 skilled workers was roughly 3.9 percent. So you
9 can see how that aligns. We also updated a
10 regional comparison with other municipally operated
11 utilities within the Central Florida region, and
12 that was around 3 1/2 percent or so. So these
13 costs generally aligned with the benchmarking, as
14 well.

15 With respect to the second key overall
16 finding, again, we find the proposed engineering
17 and design/support services fee reasonable. This
18 year, as you may know, pursuant to the budget
19 presentation, there's been a 28 percent decrease,
20 which has been attributed due to a decrease to
21 shift some of the design/support services hour to
22 the operational support, as well as contracting out
23 design and support services just like the prior
24 approved project.

25 So, generally speaking, the other comment I'd

1 make here is that, you know, when we do these types
2 of financial planning engagements for utilities,
3 our firm, the capital cost for a project, generally
4 about 10 percent, is going to be your engineering
5 and design/support services depending on how you
6 quantify what is the soft cost for the project.
7 And, overall, that's in range with what I think
8 RCES is proposing. And some of it, I think this
9 year is just due to some changes due to the mix of
10 that being contracted out versus being performed
11 in-house. And I think that some of the things that
12 we found through our engagement is that they are
13 trying to do an effort to contract out a little bit
14 more at market rates.

15 Some other findings not on the slide are that
16 recently the District was upgraded on their credit
17 rating, and usually, you know, that's a reflection
18 of management and operation of the utility as well
19 as other things. So there were other findings in
20 our report, but those I think are the key ones, and
21 the basis for why we felt like both of the fees
22 were reasonable for the budget here.

23 VICE CHAIR BARAKAT: Great. Thierry, thank
24 you. Could you comment in terms of the
25 benchmarking? You mentioned that there was a

1 couple of other municipal utilities that you
2 compared against. Could you specify those and
3 explain why you think those were best comps?

4 MR. BOVERI: Yes. So we looked regionally to
5 have a benchmark as opposed to just a national
6 survey because costs within the region are going to
7 be different. Those three municipalities that we
8 surveyed again from last year's study -- we
9 actually had a total of four in last year's study,
10 but we couldn't get all the information this time
11 around.

12 But the three were the City of Tampa,
13 Hillsborough County, as well as Fort Piece Utility
14 Authority. The reason why we picked some of those
15 is because they represented utilities that would
16 have had either close in proximity, or they would
17 have had all of the different utility operations
18 like the electric, water, and sewer.

19 I'm not so sure you're going to find a
20 utility that's perfectly comparable to what we have
21 here, you know, at the District, but I think they
22 represent the best benchmarks that we could -- that
23 we could identify to support the reasonableness
24 evaluation. But, yeah, in terms of those
25 comparables, you know, their budget increases were

1 mid to upper single digits and the labor cost
2 increases for them were comparable in that
3 4 percent range or so.

4 VICE CHAIR BARAKAT: Great. Well, as a
5 resident of the City of Tampa and Hillsborough
6 County, I won't argue with the quality of services
7 they provide, certainly. I wouldn't want them
8 to -- but, no, that makes a lot of sense to me. So
9 thank you very much.

10 Very good. Thierry, as I said, thank you for
11 showing up on short notice and doing such thorough
12 work. Before I ask for questions, Chris, do you
13 have anything you'd like to add at this point?

14 MS. FERRARO: No, just appreciate the
15 partnership from Thierry and the Raftelis firm.
16 They got info quickly from us and engaged very
17 quickly the contents and are a great partner.

18 VICE CHAIR BARAKAT: Great. Members of the
19 Board, any questions from you all?

20 MS. ZIEGLER: No.

21 MR. AUNGST: Just real quick, Mr. Chair. I am
22 definitely supporting this and appreciate your
23 quick work and especially building off of what you
24 did last year in helping us get a baseline. I
25 would be interested just down the road maybe a

1 supplement on how we compare to Winter Park because
2 that seems like it would be, you know, a
3 municipally owned utility that would provide all of
4 the utility services including electric and power.
5 So I would like to know how we compare to them, but
6 certainly not for today or not for purposes of
7 supporting -- supporting this agenda item. Thank
8 you.

9 VICE CHAIR BARAKAT: That's -- that's a great
10 comment. I think that makes a lot of sense. With
11 that, is there a motion to approve the third
12 amendment to the labor services agreement and the
13 fiscal year annual adjustment fee?

14 MS. ZIEGLER: Yes, move approval for agenda
15 item 8.2.

16 VICE CHAIR BARAKAT: Is there a second?

17 MR. AUNGST: Second.

18 VICE CHAIR BARAKAT: All those in favor, say
19 aye.

20 THE BOARD: Aye.

21 VICE CHAIR BARAKAT: Any opposed? Hearing
22 none, let the record reflect the motion passes
23 unanimously. Chris, Thierry, thank you both for
24 those informative presentations.

25 Agenda Item 8.3, Approval of increasing --

1 this is in relation to the World Drive North Phase
2 III construction project. Approval of increasing
3 the project contingency from 5 percent to
4 10 percent for Contract No. C006110 with Southland
5 Construction in the amount of \$3,712,698.25.

6 For discussion on this, we will hear from
7 Craig Sandt who will discuss the need for this --
8 this change. And, Craig, as you well know, I've
9 probably driven this section not as much as you
10 have, but quite a bit. And so I'm very familiar
11 with this one, but I look forward to hearing from
12 you.

13 MR. SANDT: Good morning, Mr. Vice Chair,
14 fellow members of the Board. Here to present World
15 Drive North Phase III contingency increase from
16 5 percent to 10 percent. As we're all familiar
17 with the project -- or most of us are familiar with
18 the project -- it completes the World Drive
19 corridor four-laning the roads all the way from
20 Reams Road all the way down to I-4 and beyond.

21 This project is complex and involves all the
22 major utilities that are 40 years old within that
23 corridor, and also presents challenges to those
24 utilities and to our construction within that
25 corridor thus resulting in the request.

1 Just a brief little overview of the project
2 right there. Back in February of 2023, the
3 previous board approved the funding for this
4 project with direction that 5 percent was added
5 onto here. We typically go for 10 percent on most
6 of our construction projects. That 10 percent is
7 within the budget derived for the whole corridor,
8 so the funding is there to apply the other
9 5 percent. Requesting, of course, for this
10 contract with Southland Construction.

11 Some of the complexities of this project. A
12 lot of 40-year-old utilities, tightest area we have
13 to build in there. There's adjacent projects going
14 on at the same time, which adds coordination and
15 potential driven cost increases to that work there.
16 I know some of the complexities anywhere from
17 stormwater to utility valving to additional silt
18 removal and whatnot that drives this request here
19 for the money. Any questions?

20 VICE CHAIR BARAKAT: Craig, could you just --
21 I mean, zooming out a little bit just to sort of
22 talk about project status a little bit and time
23 frame.

24 Yeah, just in terms of the status of the
25 project, estimated timeline for completion.

1 MR. SANDT: So estimated timeline -- this is
2 obviously Phase II -- I mean, Phase I of II for
3 Phase III. That's a little complex, but that's due
4 to some of the funding challenges. Yeah, I mess it
5 up --

6 VICE CHAIR BARAKAT: So is it the end of the
7 beginning or the beginning of the end?

8 MR. SANDT: So it's the beginning of the end.
9 No, I'm joking. It's -- we're currently about
10 halfway through Phase I of the Phase III project.
11 We'll have Phase II, which hopefully we'll bring to
12 the Board later on this -- this calendar year.

13 Heavy utilities. The majority of the
14 utilities are all in this corridor, and the main
15 corridor that we're constructing right now is where
16 we left off at World Drive North Phase II, which is
17 about to Bear Island Road, halfway between the
18 Magic Kingdom parking lot up to the Grand Floridian
19 area, too. That's where all of the old utilities
20 are from chilled water to drainage to water main to
21 force main to gravity, sewer, to communication
22 lines and whatnot all spaghetti messed into one
23 area. We have to keep these utilities active while
24 putting the new utilities in and getting them
25 active in order to build this.

1 Some of the complexities that we've had and we
2 ran into come that we really didn't -- we accounted
3 for some of this, but we didn't account for as
4 much. We found some stormwater drainage pipes that
5 weren't -- that were unknown, and, of course, it
6 has to be there. They're adjacent to wetland
7 areas, which the complexity and the cost,
8 therefore, goes up, too. As-built information,
9 silting information we found to be not in line to
10 what we were constructing, which caused us to do
11 another additional drainage run of 700 feet for 30
12 inch. As you know, the larger the pipe, the more
13 expensive it gets. Some desilting of ponds that we
14 didn't necessarily account for, too, to utility
15 valving.

16 You know, the complexity of the chiller lines,
17 in order to get these temporary chiller plants up
18 and activated at the Polynesian, Grand Flo, and the
19 Pirates area, it needs to be zero. Well, if we
20 have just a gallon a minute leaking through there,
21 we can't do it, so that actually -- one of our main
22 funding problems that we had to our challenges is
23 we actually had to replace valving on a very deep
24 area of chilled water line. In order to do that,
25 we had to shift the road, so we have to move the

1 road out of the way, dig down, build it, hence a
2 hit to our contingency, too.

3 We did value engineering as much as we can at
4 this point out of that project, too, keeping with
5 what we need for future, but we're just kind of at
6 the point, too, that we're doing some challenges.
7 We have 30 jacking boards on this project, too, and
8 in order to get these jacking boards, we have
9 clearances of about six inches on some of them,
10 too. So that's kind of our main worry moving
11 forward, too, and kind of the driver to increase
12 the contingency just to cover if anything happens,
13 not to say anything has happened.

14 We've been very good so far on mitigating as
15 much as we can, too, and not having any issues
16 utility-wise, outages, and whatnot, too, but it has
17 caused delays for the projects when we -- when we
18 find these challenges. And, of course, we have to
19 mitigate them which, of course, costs money and is
20 a hit to the contingency warranting this increase.

21 VICE CHAIR BARAKAT: Okay. Now, isn't it --
22 isn't it right that typically in terms of similar
23 projects in the past, we've had a 10 percent
24 contingency?

25 MR. SANDT: That is correct. That is correct,

1 yeah. I think the 5 percent was driven by
2 direction from the previous district
3 administration. Could have dealt with the cost of
4 the project, too. It is a \$74 million project once
5 you -- once you -- 5 percent, 3.7 million, you
6 know, would think would be enough, but when you
7 deal with these utilities that are that old and in
8 this tight of an area, you know, you can really --
9 that cost really increases -- can really hit you
10 and increase very quickly, too.

11 VICE CHAIR BARAKAT: Sure.

12 MR. SANDT: Like I said, part of the
13 construction that we're doing now is all to the
14 west, too, so we've encountered quite a few
15 challenges there; however, we need to go underneath
16 the utilities which will be coming up in the next
17 six months, too, which is really our biggest
18 challenge I think to date, which also warrants the
19 increase in contingency.

20 VICE CHAIR BARAKAT: Okay. Well, that seems
21 fair. I guess, you know, Craig, what I'll say is,
22 you know, I've developed a great appreciation
23 outside looking in. I know this is a high degree
24 of difficulty. You operate at a very high level.
25 Inside -- over the last year and a half, I've

1 gotten even a greater appreciation.

2 I would say the construction team operates --
3 if you would say -- and I think it's fair to say
4 the construction team here operates at sort of an
5 Olympic level of -- of difficulty, and this
6 particular project is sort of the Simone Biles
7 balance beam routine level of difficulty. And so,
8 you know, to have the -- I think under the
9 circumstances, certainly with all the challenges,
10 an increase in contingency to 10 percent seems --
11 seems very reasonable, and it's obviously not
12 something you -- you asked for lightly.

13 So any -- those are my questions and comments.
14 Any questions from the rest of the Board? Okay.

15 In that case, is there a motion to approve the
16 increase of the project contingency to 10 percent
17 for World Drive North Phase III?

18 MR. AUNGST: Move to approve agenda item 8.3.

19 MS. ZIEGLER: Second.

20 VICE CHAIR BARAKAT: All those in favor, say
21 aye.

22 THE BOARD: Aye.

23 VICE CHAIR BARAKAT: Any opposed? Hearing
24 none, let the record reflect that the motion passes
25 unanimously. Thank you, Craig.

1 MR. SANDT: Thank you.

2 VICE CHAIR BARAKAT: For the next item, agenda
3 item 8.4, we will hear from Susan Higginbotham, the
4 District CFO, very, very capable CFO, who will
5 present the District budget workshop for the
6 general fund and the debt service fund. The
7 workshop to review the budget details, no vote will
8 be required at this time.

9 MS. HIGGINBOTHAM: Yes.

10 VICE CHAIR BARAKAT: But don't worry, that
11 will be coming.

12 MS. HIGGINBOTHAM: That's all correct. Yeah,
13 this is the portion of our budget process. We have
14 three months where we come to the Board. It
15 usually starts in May, so we have been working on
16 it for a long time where we dig a little deeper,
17 show you the divisions, talk about upcoming
18 projects, things like that, but no vote is
19 required. That will be at the two September public
20 hearings.

21 All right. To start off with, we like to
22 cover our assessed values. That is the basis our
23 millage rate is applied to to get our ad valorem
24 revenue. \$16.3 billion is coming in as our
25 assessed values for fiscal year '25, and that's up

1 1.8 billion from our 15.2 billion from fiscal year
2 '24. That's around a 7.13 percent increase.

3 Taking a look at our millage rate. Our debt
4 millage rate, we're budgeting at 4.17 mills. That
5 is an increase over our 3.96 mills from prior year.
6 That is due to the increased anticipated \$8 million
7 of debt service that will be required. We are
8 currently in the process of procuring the
9 additional bond funding that the Board approved in
10 May, which we hope to be bringing to you in the
11 next few board meetings, so that will cover the
12 additional debt service.

13 For our operating millage rate, we are
14 currently working with an operating millage rate of
15 8.913 mills. That's slightly down from prior
16 years' millage rate of 8.99 mills. When we're
17 talking about the operating millage. We are
18 required to publically announce the roll-back rate
19 and the percentage. The roll-back rate is 8.4094.
20 That is the rate that would give us the same
21 revenue with the adjustment to the assessed values.
22 Currently, the 8.913 is 5.99 percent above the
23 roll-back rate.

24 This is our revenues we'll be looking at. An
25 overall increase of \$18. million in our revenue to

1 \$212 million. Our ad valorem revenue is 205
2 million, and you can see that is the largest
3 portion of our funding.

4 This slide is an overview of our total
5 expenditures. For our operating expenditures, 75
6 million. Other expense, 69 million, and capital
7 outlay, 5.7 million. When I go through the
8 divisions later on in the presentation, I will take
9 notice of items that affect these larger items.

10 In our non-operating sources and uses, we have
11 a transfer in from drainage reserve of
12 \$2.9 million. Our drainage reserves prior
13 collected fees for Katherine's area for impacts to
14 our outside drainage system. When we have expenses
15 in our budget to the same system, we are permitted
16 to transfer over from our reserves to cover that.

17 Debt service are 66 million. That's above our
18 58 million from prior year, and then our tax
19 collector fees and insurance. We kind of lump
20 those together as other, we are budgeting 2.7 1/2
21 million for our insurance again this year.

22 All right. Going into our divisions, starting
23 with administration. This is a combined view of
24 administration, procurement and contracting, human
25 resources, finance, public affairs and legal. We

1 have a total budget of 10.6 million. As you can
2 see from the graph, other expenditures is dropping,
3 and that is due to our conclusion of litigation.
4 We have a reduced budget for our legal fees of
5 \$2.5 million.

6 VICE CHAIR BARAKAT: Roy has been here a
7 month, and he's already reduced our legal fees.

8 MS. ZIEGLER: Good job.

9 VICE CHAIR BARAKAT: That's pretty -- pretty
10 good.

11 MR. AUNGST: Speak for yourself, Roy.

12 MS. KOPELOUSOS: And notice he's still
13 smiling.

14 MR. PAYNE: So far.

15 MS. HIGGINBOTHAM: Security and emergency
16 management. This is Tanya's group, and you can see
17 we have no changes here, pretty much stable. A
18 total budget of 2.9 million.

19 Next is technology services run by Yenni
20 Hernandez. And we have additional labor of two
21 additional positions, and we have one position
22 transferring from technology services to our UGIS
23 department. We have projects to include in fiscal
24 year '25. Our upgrade to our building and safety
25 permitting software, comm center, telephony

1 solution, and district wifi and infrastructure
2 network enhancements. Total budget for technology
3 services is 9.7 million.

4 Building and safety, total budget of
5 7.1 million. And you can see again from the graph
6 that labor is increasing. We are budgeting three
7 additional inspectors in the building department
8 to -- in anticipation of upcoming expansion and
9 buildings and permitting.

10 Fire department, this is one of our largest
11 departments. Total labor right now is 235
12 positions. We are budgeting 245 positions, an
13 additional 10 -- 10 positions in the fire
14 department. As far as capital projects, we have in
15 the communications center, year one of three of the
16 portable radio replacement and radio systems
17 infrastructure upgrade.

18 We also in the fire department have a need to
19 replace fire apparatus: Various engines, squads,
20 trucks, rescues. We're seeing a very long lead
21 time of anywhere from 18 months to up to 36 months.
22 We have a schedule, and we're setting aside
23 \$2.9 million due to the fact that these will --
24 depending on when we order them, we don't want to
25 have one year where we're paying for all of the

1 equipment, so we want to stabilize our millage
2 rate, and so we are setting aside the 2.9 and
3 reserving it.

4 And to note, we did order two engines that the
5 Board approved in September of '23. They still
6 won't be here until fiscal year '27.

7 Environmental sciences, a total budget of 6.9
8 million. A major change here is we have an
9 increase in our chemical budget for fiscal year '25
10 for some restoration on the lakes.

11 Facilities operation and maintenance. This
12 division includes our building maintenance, our
13 fleet, our parking garages, and our horticulture.
14 Labor is transferring five positions from
15 construction management, which was currently under
16 facilities. They will be going -- Craig's group
17 will be going to our public works division. And
18 for planned work, large projects that they have
19 budgeted is maintenance projects for garage
20 lighting, generator installation at the fleet, door
21 and elevator work in the garages, various roadway
22 lighting, and Phase I of fire station bay door
23 replacement.

24 Drainage, we spoke about a little bit before
25 about the incoming money from drainage reserve. We

1 did roll over the structure 405 water structure
2 rehab for \$2.3 million. And the total expenditures
3 in the drainage department is 4.9 million.

4 Public works, this is a new division that we
5 created for fiscal year '25. We merged together
6 planning and engineering and roadways, and we added
7 a department strictly for construction, and a
8 department for GIS. So I previously mentioned, but
9 I'll mention again, five construction employees
10 will be transferred here, one GIS. We do have
11 additional head count of two additional engineers
12 and two additional construction management
13 personnel.

14 Large items in public works include milling
15 and resurfacing, 6.8 million; 1.1 million for
16 guardrail -- as we continue the guardrail
17 replacement program; and 1.9 million for signal
18 replacement and digital traffic signs.

19 Also in public works we're continuing to work
20 on the master drainage model and the comprehensive
21 plan review. Those will hopefully be coming to the
22 Board soon, and that's \$2.2 million.

23 Lastly, when we spoke about our fund balance,
24 we last year did a fund balance policy that the
25 Board approved, which requires us to set aside

1 \$2 million for emergency repairs and replacement.
2 I'm happy to say so far in fiscal year '24, we have
3 not dipped into that. We still have a month left.

4 MS. KOPELOUSOS: Two months, maybe, hurricane
5 season.

6 MS. HIGGINBOTHAM: And we are required to keep
7 at least two months worth of expenditures in
8 available fund balance. So our total fund balance
9 you can see is 26.7 million for '24; our available
10 is going to 28.8. We're increasing our property
11 appraiser settlements commitment by 500,000 to 6.5
12 million. We have our 200 for emergency repair, and
13 then the 2.9 million for fire apparatus.

14 And that's all I have for today. There's no
15 voting again as we talked about. The voting will
16 be on September 11th and September 25th, but I am
17 here with my colleague, Stephanie, to answer any
18 questions you might have.

19 MS. KOPELOUSOS: And can I just -- we put on
20 here 5:00. That's up to y'all what time that
21 meeting will be, so if we can work on that and have
22 that before the end of the board meeting, that will
23 be good.

24 VICE CHAIR BARAKAT: Yeah, let's -- I mean, we
25 can talk about that. What I'll --

1 MS. KOPELOUSOS: Just making sure because we
2 posted it.

3 VICE CHAIR BARAKAT: Yeah. I mean --

4 MS. KOPELOUSOS: That's at play.

5 VICE CHAIR BARAKAT: Okay. I mean, maybe we
6 can, I don't know, dispense with that fairly
7 quickly. I -- you know, I for one I don't
8 necessarily -- I'm open to a consensus here. For
9 me, I have a slight preference towards a later
10 time. It makes it slightly easier to get back and
11 forth and braving the wilds of I-4. But I'm
12 open -- you know, I want to make sure everybody is
13 happy with that. I don't -- I don't feel too, too
14 strongly about that either way.

15 MS. ZIEGLER: I feel your pain on this --
16 driving through this. I just had a question. Is
17 it not dictated vis-a-vis because it's under
18 statutory -- it just has to be after a certain
19 time? Okay. I just wanted to verify.

20 Okay. I'm fine with the later day. I mean, I
21 apologize to staff because I know it's a little bit
22 later than usual, so if you -- for that
23 accommodation because it does make a bit of a
24 difference when we're talking about 7:00 versus
25 5:00. So I'm amenable to the 7:00. I don't know

1 if...

2 MR. AUNGST: Yeah. I -- initially, I think I
3 was the problem because I had a trial the whole
4 month of September that just settled last Saturday,
5 so my September has opened. So I can be here
6 literally any time you all want me here. So I have
7 no preference.

8 MS. ZIEGLER: Ditto.

9 MR. AUNGST: Don't consider me in the planning
10 because I will make myself available.

11 MS. ZIEGLER: Same. That's -- yeah, also, so
12 you just let us know.

13 VICE CHAIR BARAKAT: Supervisor Mateer, any --
14 any strong feelings on that? I will take a silence
15 as you're okay with either one.

16 MR. MATEER: Yeah, I'm good with any time.

17 VICE CHAIR BARAKAT: Okay. Then I -- I may
18 exercise the Chair's prerogative --

19 MS. ZIEGLER: Point of privilege --

20 VICE CHAIR BARAKAT: -- point of privilege,
21 we'll stick with -- we'll go with 7:00 in that
22 case. Do we need a vote or...?

23 MS. KOPELOUSOS: No.

24 VICE CHAIR BARAKAT: Okay. Very good.

25 MS. KOPELOUSOS: We just need to post it and

1 advertise it.

2 VICE CHAIR BARAKAT: All right. Let's post,
3 advertise, Wall Street Journal, New York Times.

4 MS. ZIEGLER: I just had a couple comments on
5 the budget. I just wanted to thank you -- because
6 I know you talked about three months. I know it's
7 an annual process, and, particularly, with --
8 there's just been a lot of changes, and so I want
9 to applaud you guys for really going back and
10 consistently sharpening that pencil and working
11 with our stakeholders.

12 And I think as was mentioned with the prior
13 discussion, we talked about the maximum amount. We
14 have such a huge variance when you consider the
15 different taxpayers that we are impacting. So I
16 appreciate you guys working with them and lining it
17 up so it all makes sense. I know there's a lot --
18 a lot of work behind this, so thank you all because
19 I know you're all part of it, so I appreciate that.

20 VICE CHAIR BARAKAT: Thank you, Supervisor
21 Ziegler. Supervisor Aungst, any questions,
22 comments?

23 MR. AUNGST: No. Just thank you very much for
24 great hard work and probably a little bit of
25 continued hard work between now and September 11th,

1 but I look forward to getting additional updates.
2 And, as always, I want to make sure we have the
3 lowest possible millage rate we can while providing
4 the services that our constituents need to be
5 successful. So that's the mutual beneficial goal
6 here for -- for us in this. And I know you all are
7 working very hard on that, so, Stephanie, great job
8 so far in your first budget session, so...

9 VICE CHAIR BARAKAT: Amen. Yeah, and thank
10 you for the presentation, Susan. Obviously,
11 amazing hard work putting this budget together.
12 Obviously, with the recent announcements from
13 Disney about their upcoming projects we all heard
14 about at D23, just -- these are very exciting
15 times. The expansion we're going to see over the
16 next half decade or more is going to be unlike
17 anything I think this district has seen in quite
18 some time.

19 And it is incumbent upon us, and I think
20 anybody listening can take into account, will
21 observe the significant amount of ramping up that
22 we're already starting to do in anticipation of
23 those projects. I'm confident that with -- due to
24 these efforts, we will not be any source of delay.
25 We'll be running alongside of our friends at Disney

1 as we -- as they get those projects built out in
2 the soonest but also safest way possible.

3 So I've been emphasizing throughout this
4 process the importance of planning for the future,
5 and I'm confident that we're heading in the right
6 direction. We're going to spend every penny that
7 we need to in order to fulfill our -- our duties as
8 a District, as a governing body, but not one penny
9 more. And I think that's -- we're all on the same
10 page on that -- on that front.

11 This budget -- the next two will be very
12 important in handling all that growth, and I know
13 that the team will work over the next two weeks to
14 make final adjustments. We've already talked about
15 a couple that might be coming, but I'm looking
16 forward to further discussing those. I will say
17 one of the -- one of our priorities in the budget
18 is signage, and I'm really proud to see -- I will
19 take this opportunity to thank you, Stephanie, and
20 compliment you and your staff. It's nice to see
21 our new -- our new sign in front of the District
22 office. I think it looks beautiful, and it came
23 together very nicely, and I think it showcases our
24 new logo and the sunshine -- the sunshine that it
25 represents in this district, and I'm really proud

1 of that effort.

2 I'm also proud of the -- what is continuing to
3 be the most -- what I'm proud to say is the most
4 transparent, efficient, open budgeting process that
5 this district has had with the possible exception
6 of last year. Although, I think we're even
7 building upon that, so thank you for those -- all
8 those efforts.

9 So with that being said, the two budget
10 hearings are scheduled for September 11th at
11 7:00 p.m., that's our first reading, and
12 September 25th also 7:00. That will be the final
13 reading, both of which will be open to the public.

14 And I will take this opportunity to encourage
15 all of the impacted members of the public to come
16 and speak out and let your voices be heard. I
17 would love to have public comment. We haven't had
18 public comment in the last few. Please, if you are
19 impacted by these services, by the millage rate
20 increases, by all the rest, please take the
21 opportunity to be heard. This is -- this is your
22 chance.

23 Thank you. Now we will move on to item 8.5 of
24 the budget workshop, utilities. For the next item
25 we will hear from Chris Ferraro again who will

1 present the District's utility budget workshop. No
2 voting will be required at this time. Chris,
3 welcome back.

4 MS. FERRARO: Thank you. All right. So two
5 components of the proposal today. There is the
6 fiscal year '25 budget and then the corresponding
7 fiscal year '25 utility rates. So every year when
8 we start our budget, similar to Susan's work, we
9 start with the bottoms up of build for our
10 expenses. So in fiscal year '25 compared to '24
11 expenses are going up 11.6 percent or
12 \$22.3 million. We're moving from \$192 million per
13 year to \$214.3 million per year.

14 So the components of that cost base are shown
15 in the table and on the pie chart. Some of the
16 larger variances that I'd like to highlight for the
17 Board today are -- we have 5. million increase in
18 purchase power and fuel. That's really primarily
19 driven by the increase in capacity cost that we
20 need to support the Florida grid and our customer
21 load on that peak day of the year.

22 Operating expenses are going up \$3.5 million.
23 More than half of that is in our solid waste fleet
24 and department. We have increases in contractual
25 cost for hauling and disposal of land fill and

1 compostable waste. They were just re-bid in fiscal
2 '23 and '24, and they're realizing in this year's
3 budget.

4 We also have some increase in our end year
5 capital. We're going from 13 to 15 million, a
6 \$2 million increase. This reflects our commitment
7 to grow reserves and capital in our rate base, and
8 kind of get a mix of end year finance -- end year
9 finance through rates and borrowing.

10 At the very bottom of our table is a new item
11 this year for the Board's consideration,
12 \$9.3 million in a rate stabilization fund. And
13 I'll talk more about that and our adjustments to
14 revenue in the next slide.

15 I do want to highlight, too, there is an
16 increase, modest increase, in debt service cost
17 compared to '24. In '24, we had proposed borrowing
18 for the District for replacement of long-lived
19 assets and expansion. We were able to look at that
20 and use the funds on-hand as we've been bringing
21 you items, but in fiscal '25 we do think that debt
22 service will be required. We are finalizing that
23 amount, go through the same process that we did on
24 the admin side, and bring that to the Board for
25 your consideration and approval before it would

1 move forward, but we did want to make sure that we
2 can cover that debt service cost in rates.

3 Okay. Moving in to adjustments to utility
4 revenue and cost. So every year when the budget is
5 constructed, we look back and we review our balance
6 in fuel-related cost and what's in that account
7 because those funds are to be given back to
8 customers in the electric and natural gas system.

9 In April of this year, we finalized the fiscal
10 '23 budget in the amount of -- over collected
11 fuel-related expenses in fiscal year '23 was
12 \$8.1 million. We've also taken the opportunity to
13 forecast what that amount will be in fiscal year
14 '24, and that's \$4.6 million, so the total return
15 for those two years is \$12.7 million. That is an
16 unusually large amount of fuel over collection.

17 So we paused and we said, hey, let's look
18 across fiscal '25 and fiscal '26 because if we
19 refund \$12.7 million in fiscal '25, and our costs
20 continue to increase, we could be subjecting
21 customers to double-digit increases in '26.

22 So with this unique opportunity we have, we're
23 proposing a \$9.3 million pre-collection or rate
24 stabilization fund. This will flow into
25 unrestricted utility reserves, and it increases our

1 cash on-hand. I know we've had those suggestions
2 from our rating agencies and from our partners in
3 Raftelis.

4 So when we make those adjustments to income
5 for the \$12.7 million in fuel over collection, it's
6 miscellaneous interest income and franchise fee --
7 the overall revenue requirement for all eight
8 district utilities in 2015 is \$200.8 million.
9 These are the details of that revenue based by
10 utility. I always like to point out, and maybe
11 this will be the last time I do it but probably
12 not, that electric is the big dog, 47 percent of
13 the revenues for district utilities come from the
14 electric system.

15 There are some significant variance in revenue
16 requirements in fiscal year '25 compared to fiscal
17 year '24. For chilled water, hot water, and sewer
18 utilities they are the most impacted by a change we
19 made this year based on a recommendation from PRAG
20 and Raftelis in prior year to align debt services
21 cost by utility inside that fiscal year. We're
22 doing significant work replacing end-of-life assets
23 in the chilled water and hot water systems that's
24 increased the debt service, and our wastewater
25 system will have some investments in the future but

1 not so much in fiscal year '25. So we're seeing
2 pushes up in chilled water and hot water, a little
3 bit of decrease in sewer.

4 Solid waste is increasing for two reasons.
5 The first are the operating expense increases that
6 we discussed, and the second is the alignment and
7 debt service. Reclaimed water looks really big,
8 33.2 percent increase, but it's a very small
9 revenue base. It's a revenue base starting at
10 \$1.3 million. Overall, the revenue requirements
11 are increasing \$8.1 million or 4.2 percent from
12 fiscal year '24 to '25.

13 Next we roll these into rates. When we're
14 looking at rates, we consider the cost, revenue
15 adjustments, and volumes by utility and develop a
16 rates to capture all of those costs in each system.
17 The overall rate increase corresponds to the
18 increased need for revenue, and it is 4.2 percent
19 across all eight district utilities in fiscal year
20 '25. You can see the variances in rates kind of
21 correspond directionally and in magnitude to what
22 we talked about before on the required revenue
23 side.

24 The next few slides are comparisons of the
25 District rates to local neighbors or year-to-year

1 comparisons for utilities that are unique to the
2 District. And these come from the annual report,
3 fiscal '23 annual report, of utilities prepared by
4 Leidos. This is an independent review of the
5 utility system for the District that's part of the
6 requirement of the bond covenants.

7 So our electric rate is going up 1.4 percent.
8 You can -- going down, pardon me, 1.4 percent, and
9 you can see the decrease shown in the blue and the
10 green column, and then our neighbors and their
11 rates for a similar sized customer, for a large
12 commercial customer, so still showing great
13 favorability in our electric rate.

14 Natural gas similarly going down 1.9 percent
15 in fiscal year '25. A lot of favorability compared
16 to our neighbors. Our natural gas system is small,
17 and expansions so far have been within the capacity
18 of the system, so we don't need to invest a whole
19 lot besides looking at our end-of-life assets.

20 Solid waste rates, this is a story where we
21 are continuing to see increases beyond inflation.
22 Did kind of go out and look at the Bureau of Labor
23 Statistics in this area, has increased I think over
24 last five years about a 7.3 percent inflation. We
25 are competitively bidding and doing everything we

1 can to mitigate these costs. I'm all with you,
2 Vice Chair, on paying what we need but not a penny
3 more, but we are experiencing contractual
4 increases. Our contract terms are about three
5 years.

6 And you can see there's -- we are now above
7 our neighbors of Ocala and Fort Pierce. They also
8 have their own solid waste fleet. They have their
9 own set of trucks that collect. That's why we've
10 used them as comparables. Their rate in making
11 that Leidos captures is a little bit backwards.
12 That's their rates as of January 2024, but we'll
13 continue to monitor this, and hopefully we can get
14 some savings and levelization of those costs in
15 solid waste.

16 Always, I am proud to say that the District
17 does do a lot of things to divert waste from land
18 fill and has about a 40 percent reduction in the
19 waste collected that does not go into land fill. I
20 think that makes us a little bit unique from our
21 partners and our peers.

22 Water and sewer rates, again, we talked about
23 the favorability in this as we align debt service.
24 We have some decrease in fiscal '25 and, you know,
25 continuing to be very favorable compared to our

1 direct neighbors here.

2 The next few rates we compare to the District
3 year to year because we don't really have peers in
4 this space. Our reclaim water is only 1 percent of
5 our base, but it does have a little bit of increase
6 this year. We have some increased -- very small
7 increases in labor and operating expenses in the
8 system. But it's such a small base that the
9 increase on a percentage basis becomes large.

10 Chilled and hot water rates. These are
11 utilities that supply the Walt Disney Company
12 exclusively, and these are seeing the most impact
13 this year in fiscal '25 as we align debt service
14 costs and make the required upgrades to these
15 systems. Expect these to level out more as the
16 years go by.

17 Concluding the presentation with our income
18 statement, lots of information on here. We have
19 our fiscal year '24 budget, our forecast against
20 that budget, and what that variance is in fiscal
21 year '24, the '25 forecasted budget, and the
22 variance year to year.

23 I'd like to call your attention to the two
24 lines at the bottom of the income statement. Our
25 excess revenue over expense in fiscal '24, we are

1 forecasting \$4.8 million under our budget. We are
2 expecting to come in under the budget. Primary
3 drivers of that are components of our purchase
4 power and fuel that are not fuel related, and we're
5 conservative in that budget because we're talking
6 about commodity markets that are beyond our
7 control, and we don't want to expose District
8 customers to rate swings in that space.

9 There's also opportunity, as Raftelis
10 discussed earlier, in labor, and we've taken the
11 opportunity in fiscal '25. A lot of that is on the
12 RCES side, and we've reduced the labor that we've
13 proposed, and thank you for your approval today of
14 that agreement.

15 The final item on our income statement is our
16 debt service coverage. This is a requirement of
17 our bond funds and is discussed by our credit
18 rating agencies. The minimum requirement for this
19 value is 1.2. We're going to realize at 1.81 in
20 fiscal '24, and our plan for fiscal '25 with our
21 increase and our rate stabilization of 9.3 million
22 gets us to 1.91.

23 I do think our improvement and performances
24 was one of the drivers of our ratings upgrade to an
25 A-rating this year. That concludes my

1 presentation. Any questions from the Board?

2 VICE CHAIR BARAKAT: Questions? I'll just --
3 just really more of a comment, but just thank you
4 again for the presentation, the thoughtfulness, the
5 thoroughness. Obviously, you know, we had a chance
6 to go over this together previously, and a lot of
7 my questions were answered at that point, but just
8 appreciate all your efforts, and I'll take this
9 opportunity to publically thank you for -- I had
10 the opportunity to come visit your operation and
11 meet you and the rest of your team, and it's a
12 great bunch. You say electricity is the big dog,
13 but you know I've got a soft spot for the solid
14 waste --

15 MS. FERRARO: It's okay.

16 VICE CHAIR BARAKAT: -- and the sewer and the
17 water. It's a dirty business but somebody's got to
18 do it, right?

19 But this is -- this is -- your presentation --
20 this is certainly one of the bright spots, I guess
21 you could say, of our meetings as well, so thank
22 you. Those are my two puns of the day. I'm done.
23 Thank you. With that, I will -- and with all the
24 questions, Chris, thank you for the presentation.

25 MS. FERRARO: Thank you. And I'd also like to

1 give some credit to our finance manager, Bryan
2 Aboud, that's in the room here. He's a pivotal
3 partner in preparing this information and does just
4 a great job. They have a very small but mighty
5 team. I just want to give him some credit for all
6 the work that they do to support the District
7 utilities.

8 VICE CHAIR BARAKAT: Absolutely. Thank you
9 very much. Thank you, Chris. I would like to
10 thank you and thank all of those who presented
11 today and the public for their interest in the
12 District's business.

13 So I think with that said, we have reached the
14 end of our time together. So with that, I'll
15 make -- well, I will make a motion to adjourn the
16 meeting. Do we have a second?

17 MR. AUNGST: Second.

18 VICE CHAIR BARAKAT: With that second, all
19 those in favor, say aye.

20 THE BOARD: Aye.

21 VICE CHAIR BARAKAT: Hearing none -- none
22 oppose -- well, any opposed? Hearing none, let the
23 record reflect that we are now adjourned. As
24 there's no further business, I adjourn the August
25 28th meeting of the Central Florida Tourism

1 Oversight District Board at approximately 11:38.

2 Thank you all. Have a great week.

3 (The meeting adjourned at 11:38 a.m.)

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C E R T I F I C A T E

STATE OF FLORIDA
COUNTY OF ORANGE

I, SANDRA D. BROWN, Florida Professional Reporter, certify that I was authorized to and did stenographically report the foregoing proceedings and that the transcript is a true and complete record of my stenographic notes.

Dated this 17th day of September, 2024.

Sandra D. Brown

SANDRA D. BROWN
FLORIDA PROFESSIONAL REPORTER

In The Matter Of:
Central Florida Tourism Oversight District

Board of Supervisors Meeting
September 11, 2024

Legal Realtime Reporting
P.O Box 533082
Orlando, Florida 32853- 3082

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS MEETING

* * * * *

LOCATION: Central Florida Tourism Oversight
District
1900 Hotel Plaza Boulevard
Lake Buena Vista, Florida 32830

DATE TAKEN: September 11, 2024

TIME: 7:00 p.m. - 7:36 p.m.

REPORTED BY: SANDRA D. BROWN, FPR,
Court Reporter and Notary Public
State of Florida at Large

PRESENT:

BOARD MEMBERS: Charbel Barakat, Vice Chairman; Brian Aungst, Jr.; Bridget Ziegler; Craig Mateer

SPEAKERS: Minister Sharon Keys, Sharon Keys Ministries; Eddie Fernandez, CFTOD Operational Safety Consultant; Stephanie Kopelousos, District Administrator; Susan Higginbotham, Chief of Finance, Christine Ferraro, Director - RCES; Katherine Luetzow, Planning & Engineering Manager

CFTOD STAFF: Stephanie Kopelousos, District Administrator; Paula Hoisington, Deputy District Administrator of Administration; Mike Crikis, Deputy District Administrator of Operations; Roy Payne, Esquire, General Counsel; Eddie Fernandez, CFTOD Operational Safety Consultant; Eric Ferrari, Fire Chief; Alycia Mills, District Clerk, Executive Assistant; Matthew Oberly, External Affairs Director; Tanya Naylor, Director of Security and Emergency Management; Ron Zupa, IT Service Delivery Manager; Samarth Thomas, Systems Administrator; Katherine Luetzow, Planning & Engineering Manager; Tiffany Kimball, Contracting Officer; Yenni Hernandez, Chief Information Officer; Susan Higginbotham, Chief of Finance; Joey Rodriguez, Manager/Chief Building Official; Christine Ferraro, Director - RCES; Ella Hickey, Director - Building & Safety; Jason Herrick, Director of Public Works and Utilities Advisor; Roger Smith, Deputy Fire Chief; Wendy Duncan, Director - Environmental Sciences; Douglas Henley, Director of Facilities; Craig Sandt, Principal Construction Manager; Joel Edwards, Deputy Fire Chief; Holly Hagans, Security and Emergency Management Coordinator; Heidi Powell, Manager - Financial Reporting Analysis; Michele Dicus, Human Resources Director

P R O C E E D I N G S

* * * * *

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2
3 VICE CHAIR BARAKAT: All right. 7:00 o'clock,
4 and, therefore, I call this meeting to order.
5 Thank everybody -- thank you-all for coming. The
6 meeting of the Central Florida Tourism Oversight
7 District Board of Supervisors meeting called to
8 order, September 11th, 7:01 p.m. -- 7:00.

9 We are here to discuss the fiscal year 2025
10 millage and tentative budget, and the tentative
11 utility budget. We will discuss approving the land
12 development regulations amendment and a few other
13 items. Our first item of business today is an
14 invocation presented by Minister Sharon Keys.
15 Minister Keys is a passionate community leader,
16 devoted servant of God, and an accomplished
17 playwright.

18 After retiring from a distinguished career at
19 UPS corporate headquarters in Atlanta where she
20 excelled in human resources, Sharon returned to her
21 hometown of Clermont, Florida. She has continued
22 her lifelong commitment to service as the president
23 of both the Lincoln Park South Lake Alliance and
24 Sharon Keys Ministries, Inc.

25 Drawing upon her extensive experience in

1 leadership, Sharon works tirelessly to uplift her
2 community. She focuses on youth development,
3 education, and health and wellness promoting
4 positive change. Her faith is the cornerstone of
5 her mission. Sharon's professional expertise and
6 her hard service enable her to lead with vision,
7 grace, and purpose.

8 Minister, thank you. If you would -- if you
9 would lead us in prayer, and if we could include in
10 the prayer a thought for Supervisor Ron Peri and
11 his wife. He couldn't be here dealing with a
12 family illness, so if you could, please.

13 MINISTER KEYS: Good evening. Thank you for
14 this time. Jesus said in John 13:34, A new command
15 I give you, love one another as I have loved you,
16 so you must love one another. The Apostle Paul
17 said in 1 Corinthians 16:14, Let us -- Let all that
18 we do, that we do it in love. We are now in a time
19 that there's a divisiveness in our city, state,
20 government, and even in our whole world. It is my
21 prayer that we all come together and work together
22 in love even when we don't agree. I believe great
23 things can happen when we work, live, play, pray,
24 and love together.

25 So let us pray: Lord, we first thank you for

1 your goodness, your grace, and your mercies. You
2 are such a good God. Now, God, we pray for this
3 board and all those who are associated with them
4 and everyone in this meeting, that all that they do
5 will be just, fair, honest, and right. Let it be
6 done in love. Give them the wisdom, which you said
7 you will give liberally if asked. Give them
8 knowledge to make sound decisions. Give them
9 understanding, Lord, on how to lead, guide, and
10 conduct the business you set before them. Give
11 them discernment so they will know and do what is
12 right, fair, and just.

13 And, Father, give us all servant's hearts to
14 serve your people as we would do unto you. And we
15 pray for Mr. Ron Peri. You know him, you know all
16 about him. I ask that you would touch him from the
17 top of his head to the sole of his feet. God, you
18 know him, and be there with him to comfort him and
19 give him a peace that surpasses all understanding.
20 And, Lord, help us to -- all to love as you say
21 love even when it's hard. This is our prayer in
22 Jesus' name, and to you we give all the Glory.
23 Amen.

24 ATTENDEES: Amen.

25 MINISTER KEYS: Thank you and God Bless.

1 VICE CHAIR BARAKAT: Thank you, Minister.
2 Now, please rise and join me for the pledge of
3 allegiance. And after the pledge, please remain
4 standing.

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

9 VICE CHAIR BARAKAT: And I wanted to take a
10 moment to mark -- today marks 22 years since the
11 terrorist attack at the World Trade Center taking
12 countless lives. I think we can all remember where
13 we were that day. I ask that you please join me in
14 a moment of silence as we honor those we lost on
15 September 11, 2001, and the countless first
16 responders we have lost since.

17 (Moment of silence.)

18 VICE CHAIR BARAKAT: Thank you. Please be
19 seated. Now it's time for the safety minute.
20 Eddie, if you could please lead us in our safety
21 minute. Always one of my favorite portions of the
22 meeting. Please, go ahead.

23 MR. FERNANDEZ: Absolutely. Thank you,
24 Mr. Vice Chair, members of the Board, and to all of
25 guess and visitors. We always like to take a

1 moment before the meeting begins to share some
2 important safety information with you. If you take
3 note towards the front of the room, there are exits
4 on both sides. To the left, if you follow these
5 double doors and the exit signs, you'll be led to
6 the back of the building. And there's a walkway
7 that will bring you around to the front of the
8 building to meet our employees at the ends of the
9 parking lot.

10 If you exit on the right-hand side, that will
11 take you out the front of the building where you
12 entered this afternoon or this evening, and you can
13 also meet our employees at the ends of the parking
14 lot. And please stay there with them until
15 emergency personnel arrive and give us the clear to
16 return into the building.

17 We also have a defibrillator and a first-aid
18 kit at the security desk up front, if we happen to
19 need those. On the way out also there are fire
20 extinguishers and fire alarm pole stations, and if
21 you're comfortable using those, please do so on
22 your way -- as you exit the building.

23 Our safety tip for this month, September is
24 recognized as National Suicide Prevention Month.
25 The CDC states that suicide is the 11th leading

1 cause of death among all age groups in the United
2 States, and there's an astounding 130 completed
3 suicides reported every day. In 2022, just over
4 49,000 people died by suicide in the U.S., and of
5 those, 3,445 were in the state of Florida alone.

6 Suicide is not typically attributable to a
7 single triggering event; rather, mental illness,
8 hopelessness, substance abuse, diminished sense of
9 purpose or human connection, the stigma to seek
10 help, and many other risk factors can contribute to
11 someone's intent at harming themselves, and there's
12 sometimes no visible signs that someone is inclined
13 to doing so.

14 Awareness is always the first step in making
15 any type of change. The next step towards making
16 change is taking action. On this topic, let's all
17 commit to doing both. Please visit the State of
18 Florida suicide prevention web page for more
19 information on how to recognize someone who may
20 need help, and for a list of resources on where to
21 get that help. Memorize the suicide crisis hotline
22 number, 988, and you can use that number to connect
23 with a trained crisis counselor.

24 We have no choice but to work together on
25 this, and we potentially could make the difference

1 in the life of someone we know and love. Thank you
2 very much.

3 VICE CHAIR BARAKAT: Well said, Eddie. Thank
4 you. It's a great -- yeah, great reminder to reach
5 out, offer support, and remember there's always
6 strength in seeking help. I think we can -- it's
7 something we can all make a difference here in this
8 room.

9 The next item, agenda No. 5, public comment
10 period. I do not have any cards in front of me.
11 Do we have anyone signed up for public comment? No
12 one signed up for public comment. Would anyone
13 like to make a comment? All right. In that case,
14 we will move on to the consent agenda items.

15 Agenda item No.6, the consent agenda. Two
16 items on the consent agenda: Appointing the
17 re-appointment and renewal of the Building and
18 Safety Board of Appeals, and the Non-exclusive
19 temporary easement with permanent easement with
20 Smart City Solutions II, LLC.

21 Is there a motion to approve today's consent
22 agenda?

23 MR. AUNGST: So moved.

24 MS. ZIEGLER: Second.

25 VICE CHAIR BARAKAT: Second. All those in

1 favor, say aye.

2 THE BOARD: Aye.

3 VICE CHAIR BARAKAT: Any opposed? Hearing
4 none, let the record reflect the motion passes
5 unanimously.

6 Very good. Now item -- agenda item No. 7, the
7 management report. I turn it over to our district
8 administrator, Stephanie Kopelousos. Stephanie.

9 MS. KOPELOUSOS: Thank you, Chairman. And
10 I'll be short tonight, but just -- I'm almost at
11 month six of being here, and I look at our team
12 that we have here, and I just want to say thank you
13 to them. This budget process has been long, it's
14 been hard, but everyone has stepped up. Everyone
15 has stepped up. I ask a lot of questions, and
16 everybody is so kind about answering them and being
17 patient with me, and I'm just grateful. So I just
18 want to thank the team for their hard work. We
19 have a long way to go. Now that we're going to
20 hopefully get the budget done this month, the real
21 work begins, and just want to say thank you-all.
22 Chairman, thank you for the opportunity.

23 VICE CHAIR BARAKAT: Thank you, Stephanie, and
24 thank you -- you know, congrats on six months, and
25 thank you on a -- on a tremendous impact, and lots

1 of fun ahead of us, so, thank you.

2 All right. Agenda item No. 8. Last month we
3 heard from Susan Higginbotham, the District's
4 CFO -- hello, Susan -- who presented the budget
5 workshop to us. Today Susan will discuss the
6 tentative millage and tentative budget
7 presentations before we vote on the resolutions
8 under agenda items 8.1 and 8.2. Susan, the floor
9 is yours.

10 MS. HIGGINBOTHAM: Thank you. Good news, no
11 change from the millage rate that we presented at
12 the workshop. As usual, I like to start with the
13 assessed value, and that's the basis that our
14 millage rate is applied to to get our ad valorem
15 revenues. \$16.3 billion is our assessed values as
16 of January 1st, 2024, and that's what we used for
17 our fiscal year '25 revenue. That's up 7 percent
18 over prior year assessed value of 15.2 billion.

19 Looking at our debt millage rate, going from
20 3.96 mills to 4.17 mills, and that increase is due
21 to the additional debt service that we are
22 anticipating when we issue our \$99 million funds.

23 Operating millage rate going from 8.99 to
24 8.9130. And when we talk about our operating
25 millage rate, we are required to compare that to

1 our roll-back rate. The roll-back rate is the rate
2 that allows you to calculate the same revenue as
3 prior year, taking into account the new assessed
4 values. So the roll-back rate is 8.4094, and the
5 millage rate of 8.913 is 5.99 percent over the
6 roll-back rate.

7 Overview of our revenue, we have a total
8 revenues budget of \$212.5 million. That's 18
9 million over our fiscal year of 2024 budget
10 revenues, and you can see that ad valorem is the
11 majority, 96 1/2 percent of our total revenue.

12 Going over our expenditures, I think you
13 remember at the workshop we took a deep dive into
14 all the departments. For this tentative
15 presentation we're just going to stay at the high
16 level. For our labor, \$76 million. That includes
17 our additional positions budgeted, 18, for the next
18 year. It includes our increases to our contractual
19 bargaining unit members, as well as our merit pool
20 for our non-bargaining unit members. And FRS,
21 which we are a participant of, 3 percent increase
22 in the employer contribution.

23 Other expense, a total of \$69 1/2 million.
24 Large items in this is -- are building and planned
25 work, garage lighting, generator installation, door

1 and elevator work at the garages, and phase one of
2 two fire station bay door replacements. Also
3 another expense we have our structure 405
4 replacement, which is a water control structure;
5 and in public works, milling and resurfacing,
6 6.8 million, guardrails, and signal, and truss
7 replacements. And we also have a rollover of our
8 master drainage model.

9 Capital outlay, 5.6 million; 2.9 of that
10 consists of our fire department apparatus that we
11 plan to order in fiscal year '25 and phase one of
12 three of comm center upgrades and portable radio
13 replacements.

14 Moving down to our non-operating sources and
15 uses, you'll see we have a transfer in from
16 drainage reserve. This is for work that Katherine
17 does on our outside drainage. We are permitted to
18 move over from pre-collected drainage fees to fund
19 that.

20 Debt service, 66 1/2 million. That is the
21 \$8 million increase over prior year due to our
22 anticipated debt service of our additional bonds.
23 And then we have tax collector fees and insurance.
24 Total expenditures, 218.7 million.

25 And then just looking at our ending fund

1 balance, we are in compliance with our fund balance
2 policy, which requires two months of expenditures,
3 also \$2 million of emergency repair funds. We
4 added 500,000 to our committed to property
5 appraisal settlements, and you'll see a new item in
6 the fiscal year '25 column, the 2.9 million that is
7 reserved for our equipment purchases for our fire
8 apparatus. And with that, that concludes the
9 tentative presentation.

10 VICE CHAIR BARAKAT: Great. Thank you for
11 that informative presentation, Susan. I want to
12 remind the public the primary purpose of our public
13 hearing today is to conduct the reading of the
14 tentative millage and tentative budget resolutions
15 including the tentative utility budget resolution.

16 With that, we will now cover the first of four
17 resolutions under our public hearings. Item 8.1,
18 the approval of the tentative millage rate. Susan,
19 if you would please read Resolution No. 665.

20 MS. HIGGINBOTHAM: Yes. A resolution of the
21 Central Florida Tourism Oversight District adopting
22 a tentative millage rate for the levying of ad
23 valorem taxes for fiscal year 2025, and providing
24 an effective date.

25 The Central Florida Tourism Oversight

1 District, through its Board of Supervisors, intends
2 to levy an operating rate of 8.9130 mills, which is
3 5.99 percent more than the roll-back rate of 8.4094
4 mills computed pursuant to Florida statutes
5 200.065, and that the Central Florida Tourism
6 Oversight District, through its Board of
7 Supervisors, hereby intends to levy a debt service
8 rate of 4.1700 mills; thereby, levying a total rate
9 of 13.0830 mills for fiscal year 2025.

10 VICE CHAIR BARAKAT: Very good. I will now
11 open the floor for public comment on Resolution
12 665. As a general reminder, this is a time for
13 public comments related to this agenda item.
14 Please provide your name and address for the
15 record. Any public comment? I note no public
16 comments.

17 Now, Stephanie, I do know you -- can you
18 confirm you've had the opportunity to speak with
19 many of the taxpayers and consulted with them on
20 this?

21 MS. KOPELOUSOS: I have. I reached out to
22 several to discuss what the millage rate ended
23 after our workshop.

24 VICE CHAIR BARAKAT: Very good. Thank you.
25 So plenty of opportunity for comment, and I'm

1 glad -- thank you for your diligence on that front.

2 With that, since there are no public comments
3 here, I want to open the floor to the Board if
4 there are any questions or comments. No?

5 MS. ZIEGLER: Mr. Chairman, I'm sorry. I just
6 want to make a clarification.

7 VICE CHAIR BARAKAT: Sure.

8 MS. ZIEGLER: We're on Resolution 665 under
9 8.1 or 663?

10 VICE CHAIR BARAKAT: 665 under 8.1.

11 MR. PAYNE: Yes, that's correct.

12 MS. ZIEGLER: Okay. I just wanted to clarify.
13 Thank you.

14 VICE CHAIR BARAKAT: Okay.

15 MR. AUNGST: Yeah. The agenda says "8.1 of
16 663."

17 MS. ZIEGLER: That's why I wanted to make sure
18 we're reading -- whatever it's lining up for the
19 minutes and clarification.

20 MR. PAYNE: I think that's a prior agenda. We
21 had some issues with the resolution numbers, but
22 the resolution number that you're -- that you're
23 voting on right now is Resolution No. 665.

24 MS. ZIEGLER: Perfect. Just wanted to make
25 sure for the record. Thank you.

1 VICE CHAIR BARAKAT: Yes, great question.

2 Thank you. Thank you, Roy, for clarifying.

3 So, 665. Thank you fellow Board members. Is
4 there a motion -- now that we have that
5 clarification, is there a motion to approve
6 Resolution No. 665 adopting a tentative millage
7 rate?

8 MR. MATEER: Move approval.

9 MS. ZIEGLER: Second.

10 VICE CHAIR BARAKAT: All right. Seconded. On
11 that basis, Stephanie, you will now conduct --
12 please conduct a roll call vote.

13 MS. KOPELOUSOS: Vice Chair.

14 VICE CHAIR BARAKAT: Oh, yes.

15 MS. KOPELOUSOS: Supervisor Aungst.

16 MR. AUNGST: Oh, yes.

17 MS. KOPELOUSOS: Supervisor Mateer.

18 MR. MATEER: Yes.

19 VICE CHAIR BARAKAT: Supervisor Ziegler.

20 MS. ZIEGLER: Yes.

21 VICE CHAIR BARAKAT: Great. On that basis,
22 the resolution passes unanimously. Thank you.
23 Thank you, Stephanie.

24 We will now cover agenda item 8.2, the
25 approval of the tentative budget for fiscal year

1 2025. I believe this is Resolution No. 663.

2 Susan, can you please read the resolution?

3 MS. HIGGINBOTHAM: Yes. A resolution of the
4 Central Florida Tourism Oversight District adopting
5 a tentative budget for fiscal year 2025, and
6 providing an effective date.

7 The Central Florida Tourism Oversight District
8 sets forth the appropriations and revenue estimate
9 for the tentative budget of fiscal year 2025 in the
10 amount of \$216,462,223.

11 VICE CHAIR BARAKAT: Very good. I will now
12 open the floor for public comment in agenda item
13 8.2. This is a time for public comments related to
14 this agenda item. Please provide your name and
15 address for the record. Any public comment?

16 All right. Since there are no public
17 comments, I would like to open the discussion to
18 the Board if there are any questions or comments on
19 the tentative budget for fiscal year 2025.

20 Very good. I guess I'll just note we're glad
21 to see we're on the right track on this front, and
22 a lot of work went into this. It's a very large
23 number, very easy to say at this stage, but a lot
24 of work went into it, and I'm appreciative of
25 everybody being here.

1 And, by the way, also thank you-all for being
2 here late this evening to accommodate the Board's
3 schedules. It's greatly -- greatly appreciated.

4 With that, thank you to the Board. Is there a
5 motion to approve Resolution No. 663 adopting a
6 tentative budget?

7 MS. ZIEGLER: Move approval to Resolution No.
8 663.

9 MR. AUNGST: Second.

10 VICE CHAIR BARAKAT: Moved and seconded.
11 Stephanie, please conduct a roll call vote.

12 MS. KOPELOUSOS: Vice Chair.

13 VICE CHAIR BARAKAT: Yes.

14 MS. KOPELOUSOS: Supervisor Ziegler.

15 MS. ZIEGLER: Yes.

16 MS. KOPELOUSOS: Supervisor Mateer.

17 MR. MATEER: Yes.

18 MS. KOPELOUSOS: Supervisor Aungst.

19 MR. AUNGST: Yes.

20 VICE CHAIR BARAKAT: Let the record reflect
21 that the resolution passes unanimously. Thank you
22 very much to the District finance team for all your
23 hard work preparing the tentative millage rate and
24 the budget.

25 Next we will hear from Chris Ferraro, director

1 of the Reedy Creek Energy Services, who will
2 present the 2025 fiscal year tentative utility
3 budget and rate presentation. Chris, welcome back.

4 MS. FERRARO: Good evening. Good evening,
5 District Administrator, Vice Chairman, and Board
6 members. I am pleased to present the fiscal year
7 2025 tentative utility division budget and rates.

8 So I'll start by echoing Susan's comments that
9 what you're seeing tonight is unchanged from the
10 budget workshops that were held on August 28th. So
11 Susan took about six minutes, but utilities are
12 cooler, so I'm going to try to take seven. But she
13 is the benchmark to follow in her clarity and
14 conciseness.

15 VICE CHAIR BARAKAT: I'll give you six minutes
16 and one second.

17 MS. FERRARO: Okay --

18 VICE CHAIR BARAKAT: Go for it.

19 MS. FERRARO: -- wave your hand or something.
20 Okay. So let me start by reviewing the utility
21 cost base. So in fiscal year 2025, utility cost
22 base is increasing by 11.6 percent from 192 to \$214
23 million, an increase of \$22.3 million. The table
24 summarizes those cost increases by category, but
25 the four primary drivers of those increases are

1 additional capacity cost in purchase power and
2 fuel, inflationary cost increases in waste hauling
3 and disposal, chemicals and the cost to maintain
4 the Districts solid waste fleet.

5 We are intentionally increasing end-year
6 capital by \$2 million to fund additional assets and
7 projects with dollars collected through the current
8 year utility rates.

9 The final increase is a line item titled,
10 "Rate Stabilization Fund," in an amount of
11 \$9.3 million, and I'll go into the why for that
12 collection on the next slide.

13 Okay. Moving into utility revenues and costs.
14 As we discussed in the budget workshop, there is an
15 actual fiscal year 2023 and forecasted fiscal year
16 2024 fuel over collection of \$12.7 million that
17 will be refunded to electric and gas customers in
18 fiscal year 2025.

19 This is a significant and unusual refund, but
20 it creates a rare opportunity to pre-collect \$9.3
21 million to stabilize utility rates from fiscal year
22 2024 to 2025 and increase utility reserve funds.
23 This increase in reserve funds can be used for
24 capital projects and assets and will reduce the
25 amount needed for future borrowings.

1 This increase in reserve funds also aligns
2 with recommendations from our partners that we've
3 had in giving us guidance from PRAG and Raftelis
4 and aligns with recommendations from our credit
5 rating agencies.

6 The table at this bottom of the slide gives a
7 full detail of revenue. There's an additional
8 adjustment of \$13.5 million in revenue, including
9 the over collection, and some interest, income, and
10 franchise fees. So our total revenue requirement
11 for the District's utilities in fiscal year 2025 is
12 \$200.8 million.

13 Breaking down the utility revenue requirements
14 by individual utility, you can see aligning to what
15 we've shared on the prior slide, from fiscal year
16 '24 to '25 there's a 4.2 percent increase required
17 or \$8.1 million increase in revenue required.

18 As we shared at the budget workshop, there are
19 significant variances in the revenue requirements
20 in certain utilities from fiscal '24 to fiscal '25.
21 This is driven by the alignment of debt service
22 cost to the specific utility. This is a
23 recommendation from our partners, Raftelis, a
24 one-time adjustment, and we shouldn't see this as
25 drastic going forward.

1 Moving into our rate recommendation by
2 utility. So this is a summarized rate
3 recommendation. This takes into account the
4 revenue requirement as long -- as well as
5 forecasted sales. So you can see in 2025, we're
6 proposing an overall rate increase of 4.2 percent
7 across all eight of the District utilities, and the
8 individual utility increases are noted, and the
9 variances there align to what we saw in the revenue
10 requirements slide where we have either increased
11 cost in solid waste, or we have alignment of debt
12 service in chilled water, hot water, and sewer.

13 Okay. On to our income statement, a few
14 things I'd like to highlight on this slide. In the
15 middle of the slide in the fiscal year '25 budget,
16 below line four you'll see a total budget amount
17 for fiscal year 2025 of 238.8 million. This
18 includes amounts from forecasted customer sales,
19 sales between utilities where our wastewater plant
20 buys electricity from the electric utility. Always
21 have to throw that in. They can't get by without
22 us on the electric side.

23 And this amount also includes \$8.3 million in
24 planned withdrawals from the utilities unrestricted
25 reserve fund or pre-collected fund. We have

1 several projects planned in 2025 using those
2 pre-collected funds including an advanced smart
3 metering system and a reserve requirement for
4 emergencies.

5 Moving down to the bottom line of our income
6 statement, you'll see we have fiscal year '24 and
7 the variance to fiscal year 2024 budget. RCES
8 right now is predicting that the utilities division
9 will have an under-run, and our budget will be
10 under the forecasted budget by \$4.8 million. That
11 money will flow into unrestricted reserves.

12 In the next line down, our debt service
13 coverage is one of our primary markers for our bond
14 requirements and something our credit rating
15 agencies look at carefully. The minimum
16 requirement per our bond covenants is a 1.2
17 coverage ratio. You'll see we're forecasting 1.81
18 in fiscal year '24, and 1.91 in fiscal year '25,
19 well above the minimum requirement and probably a
20 key contributor to the bump to the A credit rating
21 that the District's utility division received this
22 year. That concludes my presentation. Are there
23 any questions?

24 VICE CHAIR BARAKAT: Any questions from the
25 Board? Chris, I always -- always appreciate your

1 presentations and your enthusiasm and pride, in
2 particular, for the electric -- you know, for the
3 electric piece of the utilities. I think it's --
4 it reminds me a little bit of -- you see sort of
5 some of these college football rivalries in-state,
6 and I think maybe in your eyes, the electric piece
7 is kind of like the University -- the way I feel
8 about the University of Miami football team at the
9 moment. I had to work that one in. That was a
10 stretch, wasn't it?

11 MS. FERRARO: Oh, boy --

12 VICE CHAIR BARAKAT: But, anyway, it was a
13 great --

14 MS. FERRARO: We'll talk later.

15 VICE CHAIR BARAKAT: -- yeah, we'll talk
16 later. We'll talk later. All right. Well,
17 anyway, thank you. Thank you for that.

18 Susan, will you please read Resolution
19 No. 664?

20 MS. HIGGINBOTHAM: A resolution of the Central
21 Florida Tourism Oversight District adopting a
22 tentative utility budget for fiscal year 2025, and
23 providing an effective date.

24 The Central Florida Tourism Oversight District
25 sets forth the revenue estimate for the tentative

1 utility budget of fiscal year 2025 in the amount of
2 \$238,837,030.

3 VICE CHAIR BARAKAT: Very good. Thank you,
4 Susan. Public comment period on -- I will now open
5 the floor for public comment on agenda item 8.3. A
6 general reminder this time for public comments is
7 related to the agenda item. Please provide name
8 and address. Any public comments?

9 No public comments on 8.3, so we'll move to
10 Board discussion. Any points for discussion or a
11 motion to approve Resolution No. 664?

12 MR. AUNGST: So moved.

13 MS. ZIEGLER: Second.

14 VICE CHAIR BARAKAT: Having been moved and
15 seconded, Stephanie, why don't you please call a
16 roll call vote.

17 MS. KOPELOUSOS: Vice Chair.

18 VICE CHAIR BARAKAT: Yes.

19 MS. KOPELOUSOS: Supervisor Mateer.

20 MR. MATEER: Yes.

21 MS. KOPELOUSOS: Supervisor Ziegler.

22 MS. ZIEGLER: Yes.

23 MS. KOPELOUSOS: Supervisor Aungst.

24 MR. AUNGST: Yes.

25 VICE CHAIR BARAKAT: Very good. Let the

1 record reflect that the Resolution No. 664 adopting
2 a tentative utility budget for fiscal year 2025
3 passes unanimously.

4 We'll move on to agenda item 8.4. Thank you,
5 Chris.

6 Next we will hear from Katherine Luetzow, our
7 planning and engineering manager, who will conduct
8 a discussion on the amendment to our land
9 development regulations presentation.

10 MS. LUETZOW: Good evening.

11 VICE CHAIR BARAKAT: Good evening.

12 MS. LUETZOW: So tonight I will provide a
13 high-level overview of the amendments that you
14 received in your board package for the land
15 development regulations. As you may recall, as
16 part of the development agreement that was executed
17 between the District and Walt Disney Parks and
18 Resorts, it did include a provision for the
19 District to update these land development
20 regulations by September of this year, and that was
21 to address the development maximums, as well as to
22 add a conversion matrix.

23 While staff was updating these land
24 development regulations, we did go through and make
25 some few additional edits to update references to

1 the District name, definitions, and things of that
2 nature.

3 So regarding the development agreement, as
4 mentioned, we updated the table for the maximum
5 development, as well as added that conversion
6 matrix that does allow interchange of use. I
7 should note that if a project comes in using that
8 matrix, they will have to still get concurrency to
9 demonstrate no adverse impacts to District
10 infrastructure.

11 As mentioned, in addition to the required
12 updates for the development agreement, we did do
13 some clean-up work updating statutory references,
14 code references, District names, as well as some of
15 the definitions that needed either clarifications
16 or new definitions that needed to be added. And
17 then some general planning and engineering
18 requirements procedures clarifying items that have
19 been questions in the past, as well as updates for
20 some of the permits and agency coordinations with
21 our various entity partners of south Florida, DEP,
22 things of that nature. Oops, went too far.

23 And so these updates to the land development
24 regulations will be applied to all property within
25 the District, including the area under existing

1 development agreements, and that is because they
2 have no impact on the existing development
3 agreements, they do not prohibit any development of
4 that nature, and they were contemplated previously
5 as part of that. And that concludes my
6 presentation. Are there any questions?

7 VICE CHAIR BARAKAT: Thank you, Katherine.
8 Any -- yeah, any questions from the Board as to the
9 presentation?

10 MR. AUNGST: Mr. Chair, just a comment. I
11 just want to thank Katherine and Lee and the entire
12 team in public works and planning and engineering.
13 You guys are the unsung heroes of effectuating the
14 development agreement, which is a big task but a
15 very exciting task. So I really appreciate you
16 guys taking the lead on that and making sure that
17 everything is done on time and done well, and very
18 much appreciate our opportunities to speak about it
19 and discuss it and answer questions ahead of time.
20 And also, again, looking forward to getting the
21 comp plan amended. And you guys have a lot of work
22 on your plate, but I appreciate it, so, thank you.

23 MS. LUETZOW: Thank you.

24 VICE CHAIR BARAKAT: Thank you, Katherine. We
25 have made it, and there will be a -- I skipped

1 ahead slightly, but it's good you have a chance to
2 ask questions. We have made it to our final
3 resolution this evening. Katherine, if you would
4 please read Resolution No. 662.

5 MS. LUETZOW: Yes. Resolution No. 662, A
6 resolution of the Central Florida Tourism Oversight
7 District providing comprehensive amendments to the
8 District's land development regulations including
9 amendments to the definition of terms, references
10 to the District, parking, development maximums,
11 land uses, stormwater and environmental management,
12 development review, and concurrency, providing that
13 the amendments apply to the entire District
14 including areas within existing development
15 agreements, providing for codification,
16 severability, conflicts, and an effective date.

17 VICE CHAIR BARAKAT: Very good. Thank you,
18 Katherine. I will now open the floor for public
19 comment on agenda item 8.4. A general reminder
20 this is a time for public comments related to this
21 specific agenda item. If you have any comments,
22 please provide your name and address. Any public
23 comment?

24 Seeing none, we will move on to Board
25 discussion. Brian, I know -- appreciate your

1 comments. I know you had the opportunity to review
2 this, and if you have anything to add at this
3 point.

4 MR. AUNGST: No, sir. Just thank you again,
5 very much appreciated.

6 VICE CHAIR BARAKAT: Any other comments from
7 the Board? I'll just add, yeah, thank you for the
8 opportunity. Katherine, thank you for your hard,
9 hard work. You and your entire team, Lee and all
10 of you, and Stephanie and Roy for digging in on
11 this issue. Obviously, it's a really key piece of
12 the puzzle to our agreement with Disney and the
13 development agreement. We're glad to get this
14 hurdle passed. And, frankly, there was just some
15 modernizing, updating, a lot -- sort of cleaning
16 the stables a little bit, if you can say, on this
17 front that needed to be done, basic walking and
18 tackling, if you will, so I'm glad we had a chance
19 to do this.

20 I appreciate you-all sitting with me for a
21 couple of hours and going through the amendments in
22 great detail and answering all of my questions, no
23 matter how minute, with great patience and
24 understanding, and I appreciate it. So I am
25 certainly supportive of these changes.

1 With that, is there a motion to approve agenda
2 item 8.4?

3 MR. MATEER: Move approval.

4 MS. ZIEGLER: Second.

5 VICE CHAIR BARAKAT: Motion and a second.
6 Stephanie, if you can please conduct a roll call.

7 MS. KOPELOUSOS: Vice chair.

8 VICE CHAIR BARAKAT: Yes.

9 MS. KOPELOUSOS: Supervisor Aungst.

10 MR. AUNGST: Yes.

11 MS. KOPELOUSOS: Supervisor Mateer.

12 MR. MATEER: Yes.

13 MS. KOPELOUSOS: Supervisor Ziegler.

14 MS. ZIEGLER: Yes.

15 VICE CHAIR BARAKAT: Very good. Let the
16 record reflect that Resolution No. 662 passes
17 unanimously. Thank you. Wow. That, I believe,
18 brings us to the end of our agenda. Wraps up a
19 busy and productive agenda. Thank you to all of
20 those who worked very, very, very hard to get here.

21 As a reminder, we will meet here again in two
22 weeks on September -- September 25th at 7:00 p.m.
23 for the final approval of the millage rate and
24 budget. I was going to say same bat-time, same
25 bat-place, but that's the wrong IP. So I will --

1 we will -- I'll see you at 7:00 p.m. in a couple of
2 weeks. We will also have the approval of the
3 utility rates and final utility budget, as well.

4 Any -- any further -- agenda item No. 9, do we
5 any questions -- any other questions from the Board
6 or business; otherwise, we will move to the end.

7 Very good. Before we adjourn, I'll thank all
8 of those who presented to today, and the public for
9 their interest in the District business. It was a
10 very busy and fruitful day. The District is
11 dedicated to being fiscally responsible and with an
12 open government available to the public.

13 To the District team, who has put in a
14 significant amount of work to get us here, thank
15 you; your impact on the magic behind the magic is
16 commendable, and I and the Board are grateful for
17 your service. We are almost through the budget
18 process, almost.

19 As we reach the end of our time today, I would
20 like to make a motion to adjourn the meeting. Is
21 there a second?

22 MR. AUNGST: Second.

23 VICE CHAIR BARAKAT: Very good. All those in
24 favor, say aye.

25 THE BOARD: Aye.

1 VICE CHAIR BARAKAT: Any opposed? Then let
2 the record reflect that that motion passes
3 unanimously. As there's no further business to
4 discuss, I adjourn the September 11, 2024, meeting
5 of the Central Florida Tourism Oversight District,
6 District Board. Time of adjournment, 7:36. The
7 meeting is adjourned. Thank you, have a pleasant
8 evening, a safe drive home.

9 (The meeting adjourned at 7:36 p.m.)

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C E R T I F I C A T E

STATE OF FLORIDA
COUNTY OF ORANGE

I, SANDRA D. BROWN, Florida Professional Reporter, certify that I was authorized to and did stenographically report the foregoing proceedings and that the transcript is a true and complete record of my stenographic notes.

Dated this 19th day of September, 2024.

Sandra D. Brown

SANDRA D. BROWN
FLORIDA PROFESSIONAL REPORTER

In The Matter Of:
Central Florida Tourism Oversight District

Board of Supervisors Meeting
September 25, 2024

Legal Realtime Reporting
P.O Box 533082
Orlando, Florida 32853- 3082

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS MEETING

* * * * *

LOCATION: Central Florida Tourism Oversight
District
1900 Hotel Plaza Boulevard
Lake Buena Vista, Florida 32830

DATE TAKEN: September 25, 2024

TIME: 7:00 p.m. - 7:49 p.m.

REPORTED BY: SANDRA D. BROWN, FPR,
Court Reporter and Notary Public
State of Florida at Large

PRESENT:

BOARD MEMBERS: Charbel Barakat, Vice Chairman (via Microsoft Teams); Brian Aungst, Jr.; Ron Peri; Craig Mateer

SPEAKERS: Jeremy Haicken, Unite Here Local 737; Sabrina Redditt, Unite Here Local 737; Stephanie Kopelousos, District Administrator; Susan Higginbotham, Chief of Finance, Christine Ferraro, Director - RCES; Nathaniel Johnson, B of A Securities

CFTOD STAFF: Stephanie Kopelousos, District Administrator; Paula Hoisington, Deputy District Administrator of Administration; Roy Payne, Esquire, General Counsel; Eric Ferrari, Fire Chief; Alycia Mills, District Clerk, Executive Assistant; Tanya Naylor, Director of Security and Emergency Management; Ron Zupa, IT Service Delivery Manager; Samarth Thomas, Systems Administrator; Susan Higginbotham, Chief of Finance; Christine Ferraro, Director - RCES

ALSO PRESENT: Wendell G. Gaertner (via Microsoft Teams)
Kenneth A. Artin, Esquire (via Microsoft Teams)

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P R O C E E D I N G S

* * * * *

VICE CHAIR BARAKAT: In that case, I will go ahead and call this meeting to order. District Administrator Kopelousos, would you please call the roll to establish a quorum.

MS. KOPELOUSOS: Yes. Supervisor Peri.

MR. PERI: Here.

MS. KOPELOUSOS: Supervisor Aungst.

MR. AUNGST: Present.

MS. KOPELOUSOS: Supervisor Mateer.

MR. MATEER: Here.

MS. KOPELOUSOS: Supervisor Ziegler. Is she on?

Vice Chair.

VICE CHAIR BARAKAT: Here.

All right.

MS. KOPELOUSOS: Vice Chair, if you can give me a minute. We're supposed to have --

VICE CHAIR BARAKAT: Sure, go right ahead.

(Meeting paused.)

MS. KOPELOUSOS: Vice Chair, let's go ahead and get started. I think she'll be joining us momentarily.

VICE CHAIR BARAKAT: All right. Well,

1 obviously, if Supervisor Ziegler, when she jumps
2 on, we'll recognize her, and -- but it looks like
3 we've got a quorum with four of us, so --

4 MS. KOPELOUSOS: We do.

5 VICE CHAIR BARAKAT: Very good. Well, look,
6 thank you-all for joining. Let me start by
7 explaining unique circumstances of today's meeting.
8 For -- because of the approaching storm, we've
9 shortened the agenda so it only includes
10 substantive action items. We will -- today we will
11 consider the single general business item, and then
12 the five resolutions under public hearings.

13 I did want to make sure we -- even though it's
14 unusual circumstances, I want to make sure we
15 conduct business as usual and certainly acknowledge
16 the country. So if -- I will ask maybe Supervisor
17 Aungst would -- would take the lead on the pledge
18 of allegiance.

19 MR. AUNGST: Yes.

20 ATTENDEES: I pledge allegiance to the flag of
21 the United States of America, and to the Republic,
22 for which it stands, one nation, under God,
23 indivisible, with liberty and justice for all.

24 VICE CHAIR BARAKAT: Thank you. I will -- in
25 the absence of an invocation, I will just say let's

1 take a moment to think about those in the path of
2 Hurricane Helene and just pray for deliverance and
3 their safety, and we pray in the name of our Lord.
4 Amen.

5 With that, we will move to the public comment
6 period. Each resolution on today's agenda will
7 have separate public comment periods; however, if
8 there's any public comment on agenda items other
9 than the public hearing resolutions, now is the
10 time. I believe we have one public comment from a
11 Mr. Jeremy Haicken from Unite Here Local 737. If
12 Mr. Haicken could step up to the podium, please,
13 introduce yourself and who you represent.

14 MR. HAICKEN: Sure. Thank you.

15 MS. KOPELOUSOS: One -- one -- one second. I
16 just sent you another card. Sabrina will follow
17 him.

18 MR. MATEER: Mr. Chair, I'd just like to --

19 VICE CHAIR BARAKAT: Okay.

20 MR. MATEER: -- make a comment. So, again, I
21 think good governance is that you allow public
22 comment for things on the agenda. I don't believe
23 we should be having public comment about things
24 that aren't on the agenda, and I think that's a
25 discipline in a meeting that we should follow. So

1 it's just my opinion. I want to be on the record
2 in stating that. Thank you.

3 VICE CHAIR BARAKAT: Well, Supervisor Mateer,
4 I appreciate your comment. Without knowing what
5 they're about to speak on, it's hard to say whether
6 it's germane or not. But certainly we have a
7 tradition in this District of a free and open
8 public comment, so your -- your comments are noted
9 and appreciated.

10 Mr. Haicken, if you could please proceed.

11 MR. HAICKEN: Sure. Thank you so much. I'll
12 actually keep my comments pretty brief. I know
13 there's a storm coming, and there's other speakers
14 and important business for the District to conduct.

15 So my name is Jeremy Haicken. I'm the
16 president of Unite Here Local 737. We represent
17 19,000 food and beverage and housekeeping cast
18 members at Walt Disney World and a thousand workers
19 outside of Walt Disney World. We are here tonight
20 to bring to your attention the report that's been
21 handed to you, which is drawing attention to what
22 we consider second-class conditions of employment
23 in some of the third-party restaurants in Disney
24 Springs just down the road from here.

25 We have an excellent relationship with Walt

1 Disney World, and we believe that the jobs there
2 are good jobs, and we're proud of that, but what
3 we've shared in this report is that the jobs in
4 many of the subcontracted or third-party
5 restaurants are second-class jobs.

6 Just before I hand it over to our next
7 speaker, Sabrina, I did -- and despite what you
8 said, Supervisor Mateer, I did just want to
9 recognize that when we had a challenge with HMSHost
10 at the airport several years ago, when you were on
11 that GOAA board, you -- some of your comments were
12 very helpful, and we appreciated your support in
13 helping those laid-off workers return to work.

14 MR. MATEER: Yeah. My position here is, is
15 that this is not an agenda item --

16 MR. HAICKEN: I understand.

17 MR. MATEER: -- and it should not be brought
18 forward at this time, and that you're certainly
19 welcome to meet with the director. But, again,
20 that's just -- that's my view, and I want it to be
21 on the record, so...

22 MR. HAICKEN: Understood. And I want it to
23 still be on record recognizing your support --
24 supportive comments a few years ago.

25 MR. MATEER: Absolutely.

1 VICE CHAIR BARAKAT: All right. Well, it is a
2 comment period, not the back-and-forth period, so
3 thank you for those comments, sir.

4 I will -- I will -- I will now recognize
5 Ms. Sabrina Redditt. Please introduce yourself,
6 ma'am, and who you're here to represent. You've
7 got three minutes.

8 MS. REDDITT: Thank you. My name is Sabrina
9 Redditt. I am a cook at Morimoto in Disney
10 Springs. Right now I make \$5.10 less than cooks do
11 doing the same jobs that work for Disney, which is
12 about \$10,000 a year. I am a single mom of two,
13 and, unfortunately, with the current situation with
14 my wages, I can no longer afford my rent, so I'm in
15 the process of eviction. So just here, you know,
16 representing Unite Here and as well as myself, so
17 thank you guys.

18 VICE CHAIR BARAKAT: Okay. Well, thank you --
19 thank you for those comments. With that, we will
20 move on to general business, but I believe --
21 correct me if I'm wrong, District Administrator,
22 Counsel, I believe we need to have a motion in
23 light of my absence, physical absence, I'd like to
24 make a motion to authorize Supervisor Aungst, who
25 is physically present at the District offices, to

1 execute all resolutions and agreements that are
2 approved by the Board today. Is there a second?

3 MR. MATEER: Second.

4 VICE CHAIR BARAKAT: All those in favor, say
5 aye.

6 THE BOARD: Aye.

7 VICE CHAIR BARAKAT: Any opposed? Hearing
8 none, the motion passes unanimously.

9 Thank you. And, again, I should have
10 acknowledged this at the beginning, thank you-all
11 for accommodating the unusual circumstances. And,
12 obviously, it's a crazy weather event, and I've got
13 a very pregnant wife who appreciates me being --
14 being here, so thank you-all very much.

15 With that, agenda item 4.1 (sic) in the
16 general business section of our agenda. The
17 District is seeking to approve Contract No. C006675
18 for bus service provided by the Central Florida
19 Regional Transportation Authority, a/k/a LYNX, for
20 \$1,506,258. What -- I'm not sure if it's going to
21 be Katherine Luetzow or the district administrator
22 to present on this item.

23 MS. KOPELOUSOS: Vice Chair, I'm going to go
24 ahead and take that. Just want to be brief.

25 VICE CHAIR BARAKAT: Thank you.

1 MS. KOPELOUSOS: This is a LYNX service that
2 we have been providing support for for a while now.
3 The only change in our four -- we support a portion
4 of four routes for LYNX that come into the
5 District. The only differences in -- on our route
6 No. 56, we would be adding starting at 4:00 instead
7 of 5:30 service.

8 A lot of the employees in the District start
9 early, whether it's at the hotels or at the -- at
10 the Disney Company, and those start around 6:00.
11 So it's having them being able to get here in time
12 for their shift. So with that, that is the only
13 change from service that we've been supporting.

14 MR. AUNGST: Move to approve agenda item 8.1.

15 MR. MATEER: Second.

16 VICE CHAIR BARAKAT: Very good. Let the
17 record reflect the motion passes unanimously.

18 MR. PAYNE: We need to vote.

19 MR. PERI: Yeah, I think --

20 VICE CHAIR BARAKAT: Sorry, did we not -- did
21 I -- did I skip ahead there?

22 MR. PAYNE: Yeah, we need -- we need to take a
23 vote.

24 VICE CHAIR BARAKAT: Sorry. All those in
25 favor, say aye.

1 THE BOARD: Aye.

2 VICE CHAIR BARAKAT: Any opposed? Let the
3 record reflect the motion passes unanimously.

4 Sorry about that. Very good. I'm getting a
5 little bit of an echo on my end, so apologies for
6 that.

7 We will now move on to section -- I've got
8 section five (sic) for the public hearing. I would
9 like to remind the public the primary purpose of
10 our public hearing today is to approve the final
11 millage and budget resolutions and the final
12 utility budget and rates resolutions. We will then
13 discuss and vote on a resolution authorizing the
14 issuance of ad valorem tax funds.

15 There will be a public comment period on each
16 item. I will open the floor for public comment
17 after each resolution is read. If you choose to
18 speak, please state your name before addressing the
19 Board. We will now get started on agenda item 5.1.
20 We will now hear from Susan, District CFO.

21 MS. HIGGINBOTHAM: Yes. We will be going over
22 the final budget of the debt service fund and the
23 general fund. There is no changes since the
24 tentative budget that we presented two weeks ago.

25 First thing is we want to review our assessed

1 values. This is the basis that our millage rate is
2 applied to to derive our ad valorem tax revenue.
3 \$16.3 billion is what we're receiving from the
4 property appraiser for fiscal year '25, and that is
5 a 7 percent increase over our prior year's assessed
6 value of 15.2 billion.

7 Going down to our debt service millage rate,
8 an increase from 3.96 mills to 4.17 mills. That
9 increase is due to the anticipated additional debt
10 service for the bonds that are coming up in
11 Resolution 670.

12 Operating millage rate, slight decrease from
13 8.99 mills to 8.9130 mills. When speaking of the
14 operating millage rate, we are required to compare
15 that to the rollback rate. The rollback is 8.4094,
16 and the operating millage rate of 8.9130 is
17 5.99 percent higher than the rollback rate.

18 Looking at our revenues for fiscal year '25,
19 \$212 million. That is an \$18 million increase over
20 prior year. And you can see that 96 percent of
21 that is ad valorem tax revenue.

22 Expenditures budgeted for fiscal year '25.
23 Total expenditures of 218.7 million. Looking at
24 our labor budget of 76 million. That does include
25 18 additional positions throughout the District,

1 contractual increases for our bargaining unit and
2 our non-bargaining unit merit pool, as well as
3 additional contributions to the Florida retirement
4 system. Our other expense, large items. We have
5 building plan work for garage lighting, generator
6 installation at our fleet building, door and
7 elevator work at our garages, and phase 1 of our
8 fire station bay door repairs.

9 Also, another expense for drainage. We have a
10 water control structure, 405 rehab. We also have
11 milling and resurfacing, guardrail repairs, sign
12 and truss replacements.

13 For capital outlay, we have \$2.9 million
14 budgeted for fire apparatus that we're seeing up to
15 36 month lead time on, and we have phase 1 of 3 for
16 comm center upgrades for portable radios and
17 software updates.

18 You'll see \$2.9 million, that's transfer in
19 from our drainage reserve fund. That will go to
20 fund repairs we have on our outside drainage
21 system. Debt service, estimated 66.5 million.
22 That is the \$8 million over '24's debt service of
23 58 million, and then we have tax collector fees and
24 insurance of 3.8 million.

25 Looking at our budgeted fund balance, we are

1 budgeting an increase of \$7 1/2 million in our fund
2 balance. We will be meeting our fund balance
3 policy requirements of having \$2 million in
4 emergency repair and two months' worth of available
5 fund balance.

6 And that just concludes my review of the final
7 budget and final millage rate.

8 VICE CHAIR BARAKAT: Very good. Thank you,
9 Susan. And I'll clarify, I believe I misspoke.
10 This is item -- item No. 9.1.

11 Any questions from the Board? Very good. We
12 will now move on. Item 9.1, approving the millage
13 rate Resolution No. 666. The first of five
14 resolutions under our public hearings. Susan, can
15 you please read Resolution No. 666?

16 MS. HIGGINBOTHAM: Yes. Resolution No. 666,
17 A Resolution of the Central Florida Tourism
18 Oversight District adopting the final millage rate
19 for the levying of ad valorem taxes for fiscal year
20 2025 and providing an effective date.

21 The Central Florida Tourism Oversight
22 District, through its board of supervisors, intends
23 to levy an operating rate of 8.9130 mills, which is
24 5.99 percent more than the rollback rate of 8.4094
25 mills. Computed pursuant to Florida Statute

1 200.065 and the Central Florida Tourism Oversight
2 District, through its board of supervisors, hereby
3 intends to levy a debt service millage rate of
4 4.1700 mills, thereby levying a total rate of
5 13.0830 mills for fiscal year 2025.

6 VICE CHAIR BARAKAT: Very good. Thank you,
7 Susan. Now will be the time for public comment on
8 Resolution No. 666. I've received no cards in
9 front of me. Is there -- District Administrator,
10 is there anyone in the room?

11 MS. KOPELOUSOS: There is not.

12 VICE CHAIR BARAKAT: Very good. Since there
13 are no public comments on 9.1 on this -- on
14 Resolution 666, we can move on to Board discussion.

15 Do any of my fellow supervisors have comments?

16 MR. AUNGST: No -- no, sir.

17 VICE CHAIR BARAKAT: Very good. In that case,
18 is there a motion to approve Resolution No. 666
19 adopting a final millage rate?

20 MR. MATEER: Move approval.

21 MR. AUNGST: Second.

22 VICE CHAIR BARAKAT: Hearing a second -- a
23 motion and a second. Stephanie, would you please
24 conduct a roll call?

25 MS. KOPELOUSOS: Yes. Vice Chair.

1 VICE CHAIR BARAKAT: Yes.

2 MS. KOPELOUSOS: Supervisor Aungst.

3 MR. AUNGST: Yes.

4 MS. KOPELOUSOS: Supervisor Mateer.

5 MR. MATEER: Yes.

6 MS. KOPELOUSOS: Supervisor Peri.

7 MR. PERI: Yes.

8 VICE CHAIR BARAKAT: Very good. Let the
9 record reflect that the resolution passes
10 unanimously.

11 We will now cover Resolution No. 667, the
12 approval of the final budget for fiscal year 2025.
13 Susan, can you please read Resolution No. 667?

14 MS. HIGGINBOTHAM: Resolution No. 667, A
15 resolution of the Central Florida Tourism Oversight
16 District adopting a budget for fiscal year 2025 and
17 providing an effective date.

18 The Central Florida Tourism Oversight District
19 sets forth the appropriations and revenue estimate
20 for the final budget of fiscal year 2025 in the
21 amount of \$260,462,223.

22 VICE CHAIR BARAKAT: Thank you, Susan. If
23 there are public comments on Resolution No. 667,
24 please move to the podium now.

25 MS. KOPELOUSOS: No public comments, sir.

1 VICE CHAIR BARAKAT: Very good. Since there
2 are no public comments on Resolution No. 667, I
3 would like to open discussion to the Board on the
4 final budget for fiscal year 2025. Any comments?

5 MR. AUNGST: Just a big thank you to Susan and
6 the staff and Stephanie and all of the great work.

7 MR. PERI: Good point. Very hard work for a
8 long time.

9 VICE CHAIR BARAKAT: Amen. It's been -- I
10 think we've said all that has to be said at this
11 point. It's been a great effort, though. I can't
12 thank you-all enough. Thank you fellow Board
13 members for those questions and comments. Is there
14 a motion to approve Resolution No. 667 adopting a
15 final budget?

16 MR. AUNGST: So moved.

17 MR. PERI: Second.

18 VICE CHAIR BARAKAT: Upon a motion and a
19 second, Stephanie, would you conduct a roll call
20 vote?

21 MS. KOPELOUSOS: Yes. Supervisor Peri.

22 MR. PERI: Yes.

23 MS. KOPELOUSOS: Supervisor Aungst.

24 MR. AUNGST: Yes.

25 MS. KOPELOUSOS: Supervisor Mateer.

1 MR. MATEER: Yes.

2 MS. KOPELOUSOS: Vice Chair.

3 VICE CHAIR BARAKAT: Yes.

4 Let the record reflect that the final budget
5 for fiscal year 2025 passes unanimously.

6 Next, as to approving utility rates for fiscal
7 year 2025, Resolution No. 668. We will hear from
8 Chris Ferraro, Director of Reedy Creek Energy
9 Services.

10 MS. FERRARO: Thank you. Good evening,
11 District Administrator, Vice Chairman, and Board
12 members. I am pleased to present the final -- we
13 are at the final fiscal year 2025 utility division
14 budget and rates.

15 I'll begin by letting everyone know in the
16 Board and interested parties that there are no
17 changes from the discussions that we've had in the
18 budget workshops and at the September 11th
19 tentative utility budget discussions.

20 We'll move into the utility cost base, just a
21 summary of the fiscal year '25 utility cost base.
22 We are seeing an increase of 11.6 percent in fiscal
23 year 2025, moving from \$192 million in fiscal year
24 '24 to \$214.3 million in fiscal year 2025. This is
25 a \$22.3 million increase year over year.

1 The primary drivers by category are shown in
2 the table on the slide, but there are really four
3 primary drivers. The first is the capacity cost
4 included in our purchase power and fuel system. We
5 also have inflationary cost kind of above the
6 standard inflationary rate, and our solid waste
7 hauling and waste stream disposals, chemicals, and
8 the cost to maintain the District's solid waste
9 fleet.

10 We are intentionally adding \$2 million to our
11 end-year capital to fund assets and projects with
12 dollars collected through current year rates and
13 not financed.

14 The final line in our table is a rate
15 stabilization fund of \$9.3 million. This is a new
16 item in our utility cost base, and I'll talk a
17 little bit more about the why for that
18 stabilization fund on the next slide.

19 So moving into adjustments to utility revenues
20 and cost in fiscal year '23 and in fiscal year '24.
21 In fiscal year '23, we have an actual fuel over
22 collection, and in fiscal year '25, we have a
23 forecasted and estimated fuel over collection
24 totaling \$12.7 million that will be returned to the
25 District's gas and electric customers in the 2025

1 rates.

2 This large of a refund created an opportunity
3 to pre-collect \$9.3 million to stabilize utility
4 rates from fiscal year 2025 to 2026 and add an
5 increase utility reserve funds. And we do
6 anticipate using these utility reserve funds for a
7 capital project in assets that will reduce the
8 overall level of borrowing that will be required
9 for the District.

10 Looking at the table at the bottom, we have a
11 summary of the revenue requirements across all
12 eight of the District utilities. That number is
13 \$200.8 million.

14 The next slide describes those revenue
15 requirements by individual utility systems.
16 Overall, netting everything together it's a
17 4.2 percent increase in utility revenue
18 requirements year to year. '24 to '25 were
19 \$8.1 million.

20 Looking at the individual utilities, we've
21 discussed before there are significant variances in
22 chilled water, hot water, and sewer, and this is
23 due to the implementation of a recommendation from
24 our Raftelis and PRAG partners to adjust debt
25 services across the individual utilities. So we

1 expect this to be a single-year adjustment, and
2 we'll see more stabilization in those utilities
3 going forward.

4 The overall rate recommendation includes
5 everything we're thinking about from our customers.
6 We're looking at a forecast of sales combined with
7 cost. The \$12.7 million that we discussed in the
8 return of fuel over collection, and the
9 \$9.3 million collection of reserve funds. Overall,
10 there's a proposed 4.2 percent increase across the
11 eight District utilities, and the individual rates
12 by utility are shown in the table. And we've
13 already discussed the variances and reasons for
14 them across each of the utilities.

15 Moving into our P&L statement, just a couple
16 of things to highlight here. We're showing the
17 fiscal year '24 budget, fiscal year '24 forecast,
18 budget for fiscal '25, and the variance from '24 to
19 '25.

20 Looking below line four at the fiscal year
21 2025 budget, we have a total of \$238.8 million
22 accounting for revenues from customer sales, other
23 income, sales between utilities. That electric, as
24 we say, always selling to the sanitary and the
25 sewer system. And also a \$8.3 million withdrawal

1 from the existing utility unrestricted reserve
2 fund.

3 Going down to the very bottom line of our
4 forecast. From fiscal year '24, we are expecting
5 opportunity against the fiscal '24 budget. Based
6 on the May forecast, we're predicting a
7 \$4.8 million underrun in the fiscal '24 budget. We
8 have updated this forecast, and there may be even
9 greater opportunity. That opportunity would flow
10 into the unrestricted utility reserve funds.

11 The very bottom line is our debt service
12 coverage. Very important metric for our bond
13 requirements. We have a minimum requirement of a
14 1.2 coverage on our debt services. We're
15 forecasting landing fiscal '24 at 1.81 and landing
16 '25 at 1.91. Really due to the increase in the
17 reserves that we are collecting as a utility, and
18 we do credit our bump to becoming an A student and
19 our A credit rating to these changes in the reserve
20 requirements in funding.

21 That concludes our utility budget and rate
22 presentation. Are there any questions?

23 MR. PERI: Yes, I do have --

24 VICE CHAIR BARAKAT: Chris --

25 MR. PERI: Oh, go ahead, Charbel.

1 VICE CHAIR BARAKAT: Go ahead, Supervisor
2 Peri.

3 MR. PERI: Okay. Sorry about that. Yeah, I'm
4 wondering, this coming year there is a possibility
5 that fuel costs may go down significantly for a
6 variety of reasons. If that happens, are we locked
7 in on long-term contracts at whatever the current
8 rate is, or would we be able to take advantage of
9 some of the lower fuel costs?

10 Now, the possibility is nobody -- the future
11 is one of the toughest things to forecast, of
12 course, you know, and so it could go the other way.

13 MS. FERRARO: I'd like to start by saying that
14 I knew -- if I knew the answer to that question, I
15 wouldn't be standing here right now. I'd likely be
16 at home and --

17 MR. PERI: Yeah.

18 MS. FERRARO: But to answer your question, the
19 District has a risk management policy from a fuel
20 perspective really to take that risk away from the
21 District customers. So there's a dollar cost
22 averaging hedging program that's in place --

23 MR. PERI: Oh, okay.

24 MS. FERRARO: -- where over time we look to
25 hedge about 80 percent of the electric and gas

1 portfolio. And we start hedging -- we're hedging
2 now into '27 and '28, and there's different levels
3 of hedging as we step through those fiscal years,
4 and it's really so -- you know, it's a commodity
5 market, and we're not traders, right? We're not
6 following it day-to-day, so we really don't want to
7 get in with the high, and we don't want to get in
8 with the low. We do look for those valleys, but,
9 you know, it's difficult to predict.

10 But we're in below \$4 now for fuel. We do
11 take advantage every time we can. We have people
12 that go out and purchase opportunity fuel in the
13 market and capacity in the market, and when those
14 prices are lower, we do take advantage of that,
15 too, which is part of the fuel over collection --

16 MR. PERI: Okay. Sure.

17 MS. FERRARO: -- that you'll see as we're
18 creating that opportunity for customers year to
19 year.

20 MR. PERI: Okay. Great. Super. Thank you.

21 VICE CHAIR BARAKAT: It's a great -- great
22 question, Supervisor Peri.

23 Any others? All right. Well, then, in that
24 case, we'll move on to the resolution. Susan,
25 would you please read Resolution No. 668?

1 MS. HIGGINBOTHAM: Resolution No. 668, A
2 resolution of the Central Florida Tourism Oversight
3 District adopting utility rates for fiscal year
4 2025 and providing an effective date.

5 VICE CHAIR BARAKAT: Perfect. Thank you,
6 Susan. District Administrator, any public comments
7 on items -- on this resolution?

8 MS. KOPELOUSOS: There are none.

9 VICE CHAIR BARAKAT: Very good. Since there
10 are no public comments on Resolution 668, I would
11 like to further open the floor to Board discussion.

12 Well, hearing none, I'll just say, Chris,
13 thank you for your exemplary work and that thorough
14 explanation. We really appreciate it.

15 MS. FERRARO: Thank you.

16 VICE CHAIR BARAKAT: Is there a motion to
17 approve Resolution No. 668 adopting utility rates
18 for fiscal year 2025?

19 MR. PERI: So moved.

20 MR. MATEER: Second.

21 VICE CHAIR BARAKAT: Upon a motion and a
22 second, Stephanie, would you please conduct a roll
23 call vote?

24 MS. KOPELOUSOS: Yes, sir. Supervisor Peri.

25 MR. PERI: Yes.

1 MS. KOPELOUSOS: Supervisor Aungst.

2 MR. AUNGST: Yes.

3 MS. KOPELOUSOS: Supervisor Mateer.

4 MR. MATEER: Yes.

5 MS. KOPELOUSOS: Vice Chair.

6 VICE CHAIR BARAKAT: Yes.

7 Let the record reflect that Resolution No. 668
8 adopting utility rates for fiscal year 2025 passes
9 unanimously.

10 Very good. Next we will discuss Resolution
11 No. 669, the resolution adopting a final utility
12 budget for fiscal year 2025. Susan, will you
13 please read Resolution No. 669?

14 MS. HIGGINBOTHAM: Resolution No. 669, A
15 resolution of the Central Florida Tourism Oversight
16 District adopting the utility budget for fiscal
17 year 2025 and providing an effective date.

18 The Central Florida Tourism Oversight District
19 sets forth the appropriations and revenue estimate
20 for the final utility budget of fiscal year 2025 in
21 the amount of 238 million, 837 dollars -- \$837,030.

22 VICE CHAIR BARAKAT: Thank you, Susan. We'll
23 now open the floor for public comment on this
24 agenda item, Resolution 669. District
25 Administrator, any public comment?

1 MS. KOPELOUSOS: No public comment.

2 VICE CHAIR BARAKAT: Seeing no comments, I
3 would like to open discussion to the Board on the
4 final utility budget for fiscal year 2025.

5 Hearing none, I will just say again, excellent
6 work, and I will so move to approve Resolution
7 No. 669. Is there a second?

8 MR. AUNGST: Second.

9 VICE CHAIR BARAKAT: Stephanie, would you
10 please conduct a roll call?

11 MS. KOPELOUSOS: Yes. Supervisor Peri.

12 MR. PERI: Yes.

13 MS. KOPELOUSOS: Supervisor Aungst.

14 MR. AUNGST: Yes.

15 MS. KOPELOUSOS: Supervisor Mateer.

16 MR. MATEER: Yes.

17 MS. KOPELOUSOS: Vice Chair.

18 VICE CHAIR BARAKAT: Yes.

19 Let the record reflect that Resolution No. 669
20 passes unanimously.

21 We will now move on to the last item in our
22 public hearing today, Resolution No. 670, for bond
23 issuance. Susan, please give us the bond issuance
24 presentation.

25 MS. HIGGINBOTHAM: All right. As you may

1 recall, in May of this year we came to the Board,
2 and you approved for us to go in search of funding
3 for the \$99 million that was previously voted on
4 but not issued.

5 So we got busy after that, and we created a
6 team, a District team. It was myself, Stephanie,
7 Roy, and Heidi. And a big thank you to Heidi for
8 all of her work in keeping the rest of us on the
9 District on task. We did have a tight timeline.

10 Public Resource Advisory Group, Wendell -- I
11 believe he is on the call; B of A Securities,
12 Nathaniel Johnson; who will be giving a small
13 presentation; Greenberg Traurig, Bob Gang, who is
14 on the call; and Bryant -- Bryant Miller & Olive,
15 Ken Artin, disclosure counsel, who is on the call.

16 So the use of the \$99.3 million; World Drive
17 North Phase III, \$66 million; North Buena Vista
18 Drive bridge reconstruction. This is for bridges
19 zero and one, \$20 million; \$2 1/2 million for
20 preliminary design and engineering for Buena Vista
21 Drive and Western Way Interchange; \$2 1/2 million
22 for preliminary design and engineering for Western
23 Way improvements; and \$8.3 million for design and
24 construction of resurfacing of World Drive North.

25 So we were asked, what is -- what is the

1 timing? Why do you need -- need this money right
2 now? So World Drive North Phase III has started.
3 The budget is 176 million, and we currently have
4 funding of 110 million. We do have an add
5 alternate with our contractor, Southland, so -- to
6 do the second part of the work, waiting on the
7 funding.

8 So they are holding their price, but they need
9 to move on, and so if we had to engage another
10 firm, we wouldn't be able to secure the prices that
11 we got from last year. Certain efficiencies from
12 delaying the work would occur, and also if we had
13 to get another contractor, that could potentially
14 lead to two contractors on the site and make a
15 crowded work site.

16 As far as the timing of the market, I will
17 let -- let Nathaniel speak on that.

18 MR. JOHNSON: Great. Thank you. Good evening
19 to you-all. As you are considering in the market,
20 it's helpful to consider both the current rate
21 environment that we're in right now, but also the
22 expectation for rate changes going forward.

23 On the first page in front of you here, we
24 have a historical summary of MMD. MMD is the AAA
25 tax exempt index that municipal bond offerings are

1 benchmarked off of, very much in the way that U.S.
2 Treasury and the treasury curve are used for
3 taxable offerings.

4 MMD has a 30-year curve, and on the page here
5 we've selected several maturities across the curve
6 comparing today's current rate to the then
7 prevailing rate -- rates three, six, and 12 months
8 ago. As you can see in nearly all points across
9 the curve, and in each of these periods of time,
10 current tax exempt rates are lower than they were
11 in previous periods.

12 So on the following page, we transition from a
13 historical lens to looking ahead at future rates.
14 Unfortunately, there are not forecasts for MMD. So
15 instead of MMD forecasts -- excuse me -- we use
16 U.S. Treasury forecasts as an indication of the
17 direction and the magnitude of changes in the
18 broader fixed income markets.

19 As you all know, there is an expectation for
20 several more rate cuts from the Feds in the balance
21 of 2024 and most of 2025. Those expected cuts are
22 to the federal funds rate, which is an overnight
23 rate -- overnight borrowing rate or effectively a
24 one-day rate. If I can orient you to the yellow
25 rows on the slide here, these are the B of A and

1 the broader Wall Street average forecasts for 10-
2 and 30-year U.S. Treasury rates.

3 We use 10 and 30 year as the most important
4 data points. The District's anticipated offering
5 is a 20-year financing, so we use the 10 and the 30
6 to inform our view on an effective borrowing rate
7 in the taxable markets. Economists are generally
8 expecting these longer term rates to remain at or
9 even above where we are right now as we move to the
10 next four to five quarters despite the seven-plus
11 federal funds rate cuts that are expected of the
12 same period of time.

13 With that, I know that was a very brief
14 overview. I tried to be concise here. I'm happy
15 to take any questions on the market.

16 VICE CHAIR BARAKAT: Any other -- I'll -- I've
17 got a couple questions, but I'll let other members
18 from the Board go first.

19 MR. PERI: Yeah. What -- what -- what banks
20 are involved in this?

21 MR. JOHNSON: Along with us -- so we are the
22 senior manager. Along with us we have Raymond
23 James and Jefferies as co-managers, as well.

24 MR. PERI: Oh, okay.

25 VICE CHAIR BARAKAT: Could you just -- could

1 you clarify that again a little bit? It sounds
2 like you're saying, so based on -- I guess the
3 current prediction is that the tax of the federal
4 funds rate are not expected to impact this rate
5 significantly in the near future?

6 MR. JOHNSON: That is correct. So right now
7 we have a very inverted curve where short-term
8 borrowing rates are considerably higher than longer
9 term borrowing rates. As the Fed action plays out
10 over the next -- call it five quarters or more,
11 those short-term borrowing rates, the overnight
12 rates, one-day rates will continue to step down at
13 intervals as each Fed action is taken.

14 But that will effectively adjust the front end
15 of the curve down while the longer end of the
16 curve, 10- and 30-year rates, remain relatively
17 unchanged and potentially could even move slightly
18 higher resulting in a more normal shaping curve
19 where short-term rates are lower, and long-term
20 rates are slightly higher, but those long-term
21 rates are at a point right now that we anticipate
22 them continuing to be, and the adjustments will
23 mostly be in the front end of the curve only.

24 VICE CHAIR BARAKAT: Okay. Well, thank you.
25 I think as was alluded to earlier, my -- my crystal

1 ball when it comes to interest rates is a little
2 bit foggy, but we trust -- we trust your advice on
3 that front, and, obviously, there's a lot of
4 urgency on this project, so thank you.

5 MR. JOHNSON: Thank you.

6 VICE CHAIR BARAKAT: Without any further
7 questions --

8 MS. KOPELOUSOS: Wait --

9 MR. PERI: Yeah, I do have another question.
10 Okay.

11 VICE CHAIR BARAKAT: Sorry. Go ahead.

12 MR. PERI: How much of this is fixed rate and
13 how much is variable?

14 MR. JOHNSON: 100 percent fixed rate.

15 MR. PERI: 100 percent fixed rate.

16 MR. JOHNSON: That is correct, yes.

17 MR. PERI: Okay. Okay. Good.

18 MR. JOHNSON: Yeah.

19 VICE CHAIR BARAKAT: All right. No further
20 questions? Let's continue.

21 MS. HIGGINBOTHAM: One further slide is a
22 forecasted ad valorem debt service. The purple
23 line at the bottom represents the \$8 million a year
24 starting in 2025 and going to 2044, and it brings
25 our annual debt service up to 66 million until the

1 year 2038.

2 Last slide, timeline, Monday, on September
3 23rd, we had our rating agency presentations.
4 Today we're presenting the bond documents for your
5 Board approval. We expect to get the bond ratings
6 back before October 1st. We will post our
7 preliminary official statement on around
8 October 3rd, price the bonds on around
9 October 17th, and expect to be closing and getting
10 our funding by October 31st.

11 VICE CHAIR BARAKAT: That's excellent. That's
12 quite a -- quite a speedy timeline. I think with
13 that, the conclusion of the presentation, Susan, I
14 believe it would be appropriate to have you read
15 Resolution No. 670.

16 MR. PAYNE: Actually, Vice Chair, I'm going to
17 channel my inner-Susan, and I'll read the
18 resolution. It's lengthy, so hold on to your hats:
19 Resolution No. 670: A resolution of the Central
20 Florida Tourism Oversight District supplementing
21 Resolution No. 245 adopted on November 15th, 1991,
22 as amended by Resolution No. 313 adopted on
23 April 21st, 1995, as further amended by Resolution
24 No. 551 adopted on July 24th, 2013; authorizing the
25 issuance of Central Florida Tourism Oversight

1 District ad valorem tax bonds in one or more
2 series, "Series 2024A bonds," in an aggregate
3 principal amount not exceeding \$99,300,000 to
4 finance the remaining portion of the costs of the
5 district-wide transportation project and the
6 additional Buena Vista Drive corridor improvements
7 project; authorizing the chair, the vice chair, the
8 district administrator, a deputy district
9 administrator, or the chief financial officer,
10 "district officials," to award the sale of the
11 Series 2024A bonds on a negotiated basis.

12 Approving the form and content of and
13 authorizing the distribution of a preliminary
14 official statement and the execution and delivery
15 of a final official statement with respect to the
16 Series 2024A bonds; approving the form of and
17 authorizing the execution and delivery of a
18 contract of purchase with respect to the Series
19 2024A bonds; appointing a registrar, paying agent
20 and authenticating agent and a disclosure
21 dissemination agent with respect to the Series
22 2024A bonds; approving the forms and content of and
23 authorizing the execution and delivery of a
24 registrar and paying agent agreement and a
25 disclosure dissemination agent agreement relating

1 to the Series 2024A bonds; delegating to the
2 District officials the determination of certain
3 matters and details concerning such Series 2024A
4 bonds; making certain findings, representations,
5 and covenants with respect thereto; providing
6 certain other details with respect thereto; and
7 providing an effective date.

8 I'd also just like to put on the record -- one
9 second, I'll tell you exactly. This resolution
10 represents the only action the Board must take in
11 order to issue the remaining transportation bonds
12 approved by residents in referenda held in 2013,
13 2015, and 2016.

14 This resolution also contains statutory
15 findings that the Board must make in order to sell
16 the bonds and delegation of authority by the Board
17 to its vice chair and senior staff to award the
18 sale of bonds without having to reconvene the
19 Board.

20 And that concludes the reading of the
21 resolution, Vice Chair.

22 VICE CHAIR BARAKAT: Roy, that was well done.
23 I hope you have a glass of water.

24 MR. PAYNE: I told you I learned from -- from
25 Susan, and it just happens.

1 VICE CHAIR BARAKAT: All right. Thank you for
2 that. Now we'll open the floor for public comment
3 on agenda item 9.5. District Administrator, any
4 public comments?

5 MS. KOPELOUSOS: No comment.

6 VICE CHAIR BARAKAT: Okay. No public
7 comments. I would like to open up this item to the
8 Board for discussion.

9 I'll just comment quickly, in that case, that
10 this was -- there are no more critical
11 improvements, transportation infrastructure
12 improvements than these in front of us, and I'm
13 glad to get this bond issuance on the way. And it
14 sounds like the rates are -- it's the right timing,
15 and it's the right place, so let's -- let's get
16 this going.

17 Is there a motion to approve agenda item 9.5?

18 MR. MATEER: Move approval.

19 MR. AUNGST: Second.

20 VICE CHAIR BARAKAT: Upon a motion and the
21 second, how about, District Administrator, a roll
22 call vote?

23 MS. KOPELOUSOS: Supervisor Aungst.

24 MR. AUNGST: Yes.

25 MS. KOPELOUSOS: Supervisor Peri.

1 MR. PERI: Yes.

2 MS. KOPELOUSOS: Supervisor Mateer.

3 MR. MATEER: Yes.

4 MS. KOPELOUSOS: Vice Chair.

5 VICE CHAIR BARAKAT: Yes.

6 Let the record reflect that Resolution No. 670
7 passes unanimously. Excellent.

8 Is there -- we're on other business. Is there
9 any other business from other Board members or is
10 that --

11 MR. PERI: Do we need to approve the minutes
12 from the last meeting?

13 MS. KOPELOUSOS: We're going to hold the rest
14 of those until the next meeting.

15 MR. PERI: Next one, okay. That's fine.

16 MS. KOPELOUSOS: We'll get them all done next
17 meeting. Thank you.

18 VICE CHAIR BARAKAT: Thank you. Good
19 question. Any other -- any other business?

20 All right. Hearing none, in that case --
21 before we adjourn, just a few quick words. A huge
22 thank you to the District team for the significant
23 work in getting us here. A monumental effort to
24 get this budget done, and I'm looking forward to
25 the next year and great projects ahead.

1 With Hurricane Helene upon us, please make
2 sure you're preparing appropriately and listen to
3 your local emergency management team as they
4 provide guidance and direction related to the
5 storm. And please keep -- as we seem to have
6 dodged a bullet here in Central Florida, please
7 keep folks in the Panhandle and those in the direct
8 path of the storm in your thoughts and prayers.

9 Please stay safe. At this time, we've reached
10 our end of the time together today. I'll take a --
11 I will make a motion to adjourn the meeting.

12 MR. AUNGST: Second.

13 VICE CHAIR BARAKAT: Is there a second?

14 MR. AUNGST: Second, yes.

15 VICE CHAIR BARAKAT: Got a second. All those
16 in favor, say aye.

17 THE BOARD: Aye.

18 VICE CHAIR BARAKAT: Any opposed? All right.
19 Then the motion passes unanimously. As there's no
20 further business to discuss, I adjourn the
21 September 25th, 2024, meeting of the Central
22 Florida Tourism Oversight District Board at 7:49
23 p.m.

24 Thank you-all for attending this meeting.

25 Next meeting, October 23rd, 10:30 a.m. Thank

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you-all very much.

(The meeting adjourned at 7:49 p.m.)

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C E R T I F I C A T E

STATE OF FLORIDA
COUNTY OF ORANGE

I, SANDRA D. BROWN, Florida Professional Reporter, certify that I was authorized to and did stenographically report the foregoing proceedings and that the transcript is a true and complete record of my stenographic notes.

Dated this 21st day of October, 2024.

Sandra D. Brown

SANDRA D. BROWN
FLORIDA PROFESSIONAL REPORTER

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
BOARD OF SUPERVISORS REPORT 6.4**

Board Meeting Date: 10/23/2024

Subject: Non-Exclusive Temporary Easement w/Permanent Easement – Peoples Gas System, Inc.

Presented By: Katherine Luetzow, Manager, Planning & Engineering

Department: Public Works

STAFF RECOMMENDATION (Motion Ready): Approve of Agenda Item #6.4 Non-exclusive temporary easement with permanent easement with Peoples Gas System, Inc. (a.k.a. TECO)

RELEVANT STRATEGIC GOALS: Quality of Place

PROOF OF PUBLICATION: N/A

BACKGROUND: Peoples Gas System, Inc. (a.k.a. TECO) is requesting permission to construct and install underground gas utility lines and appurtenant underground facilities within the portion of District property located within Exhibit A of the easement. This installation will be connecting to existing infrastructure of Peoples Gas System, Inc. that currently is present in the District's property. The temporary easement outlines terms and conditions, and is also accompanied by the permanent easement which shall be completed upon construction completion.

FINDINGS AND CONCLUSIONS: The non-exclusive easement provides a mechanism to grant third party use of District property, establishing terms and provisions of that use.

FISCAL IMPACT: N/A – Installation and any future relocation shall be at Peoples Gas System, Inc. sole cost and expense.

PROCUREMENT REVIEW: N/A

LEGAL REVIEW: This agenda item has been reviewed by the District General Counsel.

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS: See attached Temporary Construction Easement.

NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT

THIS NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT (“**Temporary Easement Agreement**”) is made as of the Effective Date (as hereinafter defined) 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 690519, Orlando, Florida 32869-0519 (“**Grantor**”), and **PEOPLES GAS SYSTEM, INC.**, a Florida corporation, whose mailing address is Post Office Box 2562, Tampa, Florida 33601 (“**Grantee**”).

WITNESSETH:

WHEREAS, Grantor is the fee owner of certain real property located in Orange County, Florida (the “**Property**”); and

WHEREAS, Grantee desires to obtain a non-exclusive easement on, over, under and across the portion or portions of the Property more particularly described on Exhibit “A” attached hereto and made a part hereof (the “**Easement Area**”), for the purpose of: (i) construction and installation of underground utility gas lines and appurtenant underground facilities (the “**Facilities**”); and, in accordance with the corridor utilization permit application, a copy of which is attached hereto as Exhibit “B”; in connection therewith (ii) access to and from the Easement Area, over and through adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time (as hereinafter provided) (items (i) and (ii) hereinabove are sometimes referred to as the “**permitted use**”); and

WHEREAS, Grantor agrees to grant to Grantee this non-exclusive temporary easement and, upon termination of this Temporary Easement Agreement, to grant a permanent easement on, over, under and across the portions of the Easement Area where the Facilities are located, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual agreement of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitations. Each party represents to the other party hereto that the above recitations, as they relate to it, are true and correct.

2. Grant and Use of Easement. Grantor grants to Grantee a non-exclusive temporary easement (this “**Easement**”) on, over, under and across the Easement Area. This Easement is subject and subordinate to the terms, conditions, restrictions, and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement is also subject and subordinate to the rights of Orange County, Florida and to the rights, if any, of any other governmental or quasi-governmental authorities to locate, construct, maintain, improve and replace roadways and roadway related improvements and utilities over, through, upon and/or across the Easement Area. This Easement shall be used by Grantee (and its employees, contractors and agents) for the permitted use of the Easement Area and for no other purpose whatsoever. Grantee’s rights in connection therewith shall include the right to maintain temporary construction facilities on the Easement Area. Grantor reserves the right to identify specific routes and other means of vehicular and pedestrian ingress and egress (in addition to existing public roads, alleys and sidewalks) to and from the Easement Area across the balance of the Property. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. This Easement shall terminate on the date (the “**Termination Date**”) which is the earlier of (i) the date that Grantor and Grantee execute a permanent easement agreement for the Facilities in accordance with Section 3 hereof, or (ii) **September 30, 2025**. This Temporary Easement Agreement and this Easement granted hereby shall automatically terminate and shall be of no further force and effect on the Termination Date. This Temporary Easement Agreement shall not be recorded in the public records, and, notwithstanding the foregoing, this Temporary Easement Agreement shall automatically terminate if it is recorded in the public records.

Notwithstanding any provision in this Temporary Easement Agreement to the contrary, Grantee acknowledges that Grantee's access to the Easement Area and/or for ingress and egress across the Property is subject at all times to the strict compliance by Grantee, its employees, contractors, subcontractors, representatives, and agents, with all security provisions, rules and regulations of Grantor which may be in effect from time to time.

3. **Permanent Easement.** Promptly upon completion by Grantee of the Facilities, Grantor agrees to convey, by separate easement agreement, a perpetual, non-exclusive, easement agreement in the form attached hereto and incorporated herein as Exhibit "C" (the "**Permanent Easement**"); provided, however, that Grantee shall provide to Grantor, at Grantee's sole cost and expense, an as-built survey (the "**Survey**") detailing the centerline alignment of the Facilities which Survey shall be signed and sealed by a surveyor licensed by the State of Florida, shall comply with the minimum detail survey requirements established under Florida law, and shall verify that the Facilities placed by way of this Temporary Easement Agreement lie within the Easement Area (if applicable). The legal description for the Permanent Easement shall be based upon the Survey and shall not exceed ten (10) feet in width. The Permanent Easement shall be recorded in the public records of Orange County, Florida.

4. **Limitation of Rights.** This Temporary Easement Agreement creates a non-exclusive temporary Easement, and Grantee does not and shall not (at any time) claim any interest or estate of any kind or extent whatsoever in the Easement Area by virtue of this Easement or Grantee's use of the Easement Area pursuant hereto. Furthermore, except as provided in and subject to Paragraph 5(d), hereinbelow, no new facilities shall be constructed on the Easement Area without the prior written consent of Grantor, which may be withheld in Grantor's sole and absolute discretion.

5. **Grantor's Reservation of Rights.** Subject to the rights created herein, Grantor expressly reserves (to itself, its successors and assigns) the right to use, or to grant to others the right to use by virtue of additional licenses, rights-of-way, reservations or easements, any and all portions of the area upon, above or under the Easement Area and the Property (in Grantor's sole discretion) for any purpose whatsoever not inconsistent with the rights herein granted, including, but not limited to, the right of ingress and egress over and across the Easement Area onto any adjacent or contiguous property; provided, such right does not materially and adversely interfere with Grantee's permitted use of the Easement Area pursuant to the terms hereof. Grantor also reserves the right, but not the obligation, to do all or any of the following without Grantee's consent:

a) to construct (or allows others to construct) improvements; landscape; provide for drainage; construct paved roads, bridges, tunnels, driveways, parking areas, or any other improvements; and install utility lines, equipment and cables upon, above or under the Easement Area, so long as such use does not materially and adversely interfere with the purpose for which this Easement is granted;

b) to enter upon the Easement Area from time to time, in order to repair, maintain, repave, construct on, or complete other activities on the Easement Area or the Property. Grantor shall cooperate with Grantee in minimizing any unreasonable interference with Grantee's use of the Easement Area;

c) to enter upon the Easement Area at any time to inspect the operation, sanitation, safety, maintenance, and use thereof, and to perform any repair or maintenance of the Easement Area, and to enter upon the Easement Area at any time to remedy any condition thereof in the event of an emergency. Grantor shall not assume any responsibility for the performance of any of Grantee's obligations hereunder, or any liability arising from the improper performance thereof;

d) relocate, alter or modify, or cause Grantee to relocate, alter or modify, the location of all or any portion of the Facilities to another location either within or outside of the Easement Area, from time to time, in Grantor's sole discretion, at Grantee's sole cost and expense. In the event of any such relocation, alteration or modification, Grantee shall, at Grantor's option, either: (i) execute a release of the rights granted hereunder with respect to the portion of the Easement Area to be vacated and enter into a new agreement in substantially the same form as this Temporary Easement Agreement to cover the new easement area(s), in which event, this Easement shall be considered canceled as to the portion vacated by such relocation and all rights and obligations of Grantee contained herein with respect to the Easement Area shall be described in such subsequent agreement; or (ii) execute an amendment to this Temporary Easement Agreement amending the description of the Easement Area to reflect the designated location where the Facilities are to be relocated. Grantee (at Grantee's cost) shall cooperate with Grantor

in taking all steps necessary or appropriate to accomplish the release of designated portions of the Easement Area from the effect of this Temporary Easement Agreement and the relocation, alteration or modification of the Easement Area or the Facilities. If any or all of the Easement Area or the Facilities are to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantee's sole cost and expense) promptly remove the Facilities, restore the Easement Area to the same condition existing at the time of the execution of this Temporary Easement Agreement, and commence use of the new location designated by Grantor; and

e) plat, replat or dedicate the Easement Area to the public.

6. **Covenants of Grantee.** Grantee, for itself, its grantees, and invitees, covenants and agrees it shall:

a) not interfere with or prevent the following: (i) the development, use and maintenance by Grantor of the Easement Area, the Property, or Grantor's adjacent properties, if any; (ii) the use of any portion of the Easement Area by the general public, if any portion of the Easement Area has been or is hereafter dedicated to the general public; and (iii) any development, construction, improvement, or other activity or use by Grantor now or in the future existing on or about the Easement Area and the Property, so long as such use does not materially and adversely interfere with Grantee's permitted use of the Easement Area;

b) not interfere with or disturb any threatened or endangered plant or animal life on or under the Easement Area or the Property;

c) not interfere with any existing license, easement, reservation, or right-of-way upon, above, over, through, under, or across the Easement Area;

d) not interfere with any hereafter granted license, easement, reservation or right-of-way upon, above, over, through, under, or across the Easement Area so long as such license, easement, reservation or right-of-way does not materially and adversely interfere with Grantee's permitted use of the Easement Area;

e) comply at all times and in all respects with all present and future local, municipal, county, state, and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, rules, regulations, resolutions, requirements, standards, applications, and directives, as well as all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing (collectively, the "**Laws**"), and Grantee shall obtain, maintain and comply with all applicable permits in connection with Grantee's use of the Easement Area. Grantee shall not, by any act or omission, render the Grantor liable for any violation thereof. Grantee shall promptly deliver to Grantor true and accurate copies of all applicable permits upon issuance and shall pay all costs and expenses incurred with respect to compliance with this subparagraph;

f) operate, maintain, replace, and repair the Facilities, at its sole cost and expense, and in compliance with all applicable Laws and permits, in an expeditious and good and workmanlike manner, and maintain the appearance of all above-ground facilities, if any, if permitted hereunder by Grantor (and of the Easement Area, if requested by Grantor) in reasonably the same condition as existed upon completion of their initial installation;

g) not cause or give permission for any hazardous waste, toxic substances or related materials as defined by any Laws (collectively, "**Hazardous Materials**") to be used, placed, misused, or disposed of upon, above or under, or transported to or from the Easement Area or the Property ("**Hazardous Materials Activities**"). Grantor shall not be liable to Grantee for any Hazardous Materials Activities caused by Grantee, its employees, agents, contractors, or invitees. Grantee shall be liable to Grantor for any and all Hazardous Materials Activities and any and all hazardous spills, fires, or other environmental hazard on the Easement Area or the Property caused by Grantee, its employees, agents or contractors, or in any way resulting from Grantee's construction, repair, replacement, maintenance, or operation of the Facilities;

h) after completion of any repair or replacement work with respect to the permitted use of the Easement Area (or any construction or installation work for relocated facilities or new facilities, if any, consented to by Grantor, which consent Grantor may grant or withhold in its sole discretion), at its sole cost and expense and in a

safe, good and workmanlike manner, remove any temporary improvements and equipment placed on the Easement Area, and restore both the ground surface of the Easement Area and any grass, irrigation lines and equipment, and landscaping in or on the Easement Area, to the original contour, grade and condition which existed immediately prior to the commencement of any work; and

i) not permit any lien to be filed against the Easement Area or the Property for any labor or materials in connection with work of any character performed or claimed to have been performed on the Easement Area or the Property at the direction or sufferance of Grantee. If any such lien is filed against the Easement Area or the Property, Grantee shall have the obligation to remove or otherwise cancel or discharge the same immediately. Grantor shall have the right (but not the obligation) to cause such lien to be released. Grantee shall pay on demand all of Grantor's costs in connection therewith, together with interest thereon at the interest rate set forth in Paragraph 7, hereof, accruing from and after the date of such expenditure until Grantor's receipt of full payment therefor.

7. **Breach by Grantee.** If Grantee breaches any provision in this Temporary Easement Agreement and fails to cure any such breach within fifteen (15) days after written notice thereof is given by Grantor, in addition to any other right or remedy available to Grantor at law or in equity, Grantor shall have the right, but not the obligation, to cure any such breach. Grantee agrees to reimburse Grantor for the cost thereof upon demand, together with interest accruing thereon at an annual rate of interest equal to the lesser of: (i) four percent (4%) above the prime rate of interest announced by SunTrust Bank, Central Florida, N.A.; or (ii) the highest rate of interest allowable by law, from and after the date of Grantor's expenditure thereof, until Grantor's receipt of full payment therefor.

8. **Condition of Easement Area; Indemnity.**

a) Grantee acknowledges that it (i) has physically inspected the Easement Area; and (ii) accepts the Easement Area "AS IS" and "WHERE IS" with full knowledge of the condition thereof and subject to all the terms, conditions, restrictions, and limitations applicable thereto. Grantee, for and on behalf of itself and its employees, contractors, agents, grantees, representatives, and invitees, assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) sustained from the activities, operations or use of the Easement Area (or use of the portions of the Property made available for ingress and egress) by Grantee, its employees, contractors, agents, grantees, representatives, and invitees. Grantee (for itself, its employees, contractors, agents, grantees, representatives, and invitees and for those claiming by, through or under any of them) shall hereby release, indemnify, defend, and hold harmless the Grantor, its Board of Supervisors, agents, officers, directors, supervisors, servants, contractors, representatives, and employees (collectively, the "**Indemnitees**") from and against all claims, liabilities, suits, judgments, liens, damages, penalties, fines, interest, costs, and expenses (including without limitation, those relating to injuries to persons (including, without limitation, loss of life) or for damage, destruction or theft of property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith, that arise from or relate, directly or indirectly, to: (i) operations on, or the use of, the Easement Area or the Property by Grantee (its employees, contractors, agents, grantees, representatives, and invitees, and all of their officers, directors, employees, representatives and agents); (ii) Hazardous Materials Activities, spills or fire caused by Grantee, its employees, contractors, agents, grantees, representatives, and invitees, on, over, under, through or across the Easement Area or the Property; (iii) any activity, work or act committed, omitted, permitted, or suffered by Grantee (its employees, contractors, agents, grantees and invitees and any of their officers, directors, employees, representatives, and agents) or caused, in whole or in part, on or about the Easement Area or the Property; (iv) the negligent or willful acts or omissions of Grantee (its employees, contractors, agents, grantees, representatives, and invitees); (v) Grantee's failure to perform any obligations imposed hereunder, including, without limitation, the failure of any of Grantee's employees, contractors, agents, grantees, representatives, and invitees to so perform; (vi) the use, operation, maintenance, or repair of the Easement Area by Grantee, its employees, contractors, agents, grantees, representatives, and invitees; (vii) liens by third parties arising out of Grantee's acts or omissions, or out of the acts or omissions of Grantee's employees, contractors, agents, grantees, representatives, and invitees; or (viii) the failure of Grantee, its employees, contractors, agents, grantees, representatives, and invitees, to abide by any applicable Laws existing or which may be enacted subsequent to the date of this Temporary Easement Agreement. Grantee shall cooperate with the Indemnitees in the defense of any such claims or action including, without limitation, the employment, at the sole expense of Grantee, of legal counsel satisfactory to the Indemnitees.

Grantee's liability and the indemnity provided herein shall survive the expiration or sooner termination of this Temporary Easement Agreement as to events which occurred prior to such expiration or termination.

b) If one or more of the Indemnitees become subject to any claim as to which Grantee is obligated to indemnify such Indemnitee or Indemnitees as aforesaid:

i) Such Indemnitee or Indemnitees and Grantor shall be entitled to approve selection of Grantee's counsel, which approval shall not be unreasonably withheld;

ii) Grantee shall promptly deliver to Grantor and such Indemnitee or Indemnitees copies of all documents and pleadings prepared and filed on its behalf, and Grantee shall monitor and advise and inform Grantor and such Indemnitee or Indemnitees of the progress and status of all developments in any litigation or proceeding; and

iii) any settlement or other resolution of any litigation or proceeding shall result in the full release, discharge and acquittal of Grantor and such Indemnitee or Indemnitees, without any obligation on the part of Grantor or such Indemnitee or Indemnitees to take or refrain from any action whatsoever.

c) Grantee shall not raise as a defense to its obligation to indemnify any comparative or contributing negligence of any of these Indemnitees pursuant to any such provision, it being agreed that comparative or contributing negligence shall not relieve Grantee from its aforesaid obligation to indemnify, nor entitle Grantee to any contribution (either directly or indirectly) by those indemnified (except in instances of Grantor's or such Indemnitee's or Indemnitees' willful misconduct).

9. **Insurance.** Unless otherwise agreed to by Grantor and Grantee, Grantee and Grantee's contractors shall carry (at their own cost and expense), the following insurance:

a) Occurrence basis commercial general liability insurance (including broad form contractual coverage) and automobile liability insurance, each with minimum limits of Five Million Dollars (\$5,000,000.00) combined single limit per occurrence, protecting Grantee from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Grantee hereunder or from or out of any act or omission of Grantee and Grantee's agents or contractors and their related, affiliated and subsidiary companies and the officers, directors, agents, and employees of each, which insurance shall name Grantor as additional insured (the "**Additional Insured**"); and

b) Worker's compensation insurance as required by applicable law (and employer's liability insurance) with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence.

All such insurance required herein shall be with companies licensed to issue insurance in the State of Florida and which have a Best Guide rating of B+ VII or better, shall include a waiver of subrogation, be primary and non-contributory and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to Grantor. Upon Grantor's written request, certificates of insurance, together with copies of the binding endorsements identifying the Additional Insured, shall be furnished to Grantor. In the event of any cancellation or reduction of coverage, Grantee shall obtain substitute coverage as required hereunder, without any lapse of coverage to Grantor.

10. **Assignment.** Grantor may, at any time and in its sole discretion, assign, transfer or convey its rights hereunder. Upon any such assignment, transfer or conveyance, the liability of Grantor under this Temporary Easement Agreement shall automatically terminate, and Grantor's assignee, transferee, or grantee (as the case may be) shall be deemed to have assumed and be bound by the obligations of Grantor hereunder. This Temporary Easement Agreement involves the granting of a personal right by Grantor to Grantee and, therefore, neither this Temporary Easement Agreement nor any interest herein or rights hereunder may be assigned, transferred or conveyed in whole or in part by Grantee without the prior written consent of Grantor, which consent may be withheld or approved in Grantor's sole discretion.

11. **No Warranty; Entire Agreement.** Grantor makes no representations, statements, warranties, or

agreements to Grantee in connection with this Temporary Easement Agreement or the Easement Area, other than as may be set forth herein. This Temporary Easement Agreement embodies the entire understanding of the parties hereto, and supersedes all prior discussions and agreements between the parties hereto, and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof. This Temporary Easement Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto in the same manner as executed herein. Notwithstanding anything to the contrary set forth in this Temporary Easement Agreement, Grantee acknowledges and agrees that Grantee's use of the Easement Area is at its own risk and neither Grantor nor the Indemnitees (as hereinabove defined) shall have any liability or obligation for or with respect to any loss or damage to any of Grantee's property arising out of or related to Grantor's or the Indemnitees' use of or activities within the Easement Area.

12. Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed given and received: (i) on the same day it is personally delivered to the intended recipient at the address set forth below; (ii) upon confirmation of successful transmission (if sent by facsimile transmission) to the intended recipient at the facsimile number set forth below provided that a copy of such notice is contemporaneously sent by one of the other methods of delivery set forth herein (it being understood and agreed, however, that such notice shall be deemed received upon receipt of electronic transmission); (iii) the next business day if sent by reputable overnight courier to the intended recipient at the address set forth below; or (iv) three business days after it is deposited in the United States registered or certified mail, postage prepaid, return receipt requested, to the address set forth below:

If to Grantor: Central Florida Tourism Oversight District
1900 Hotel Plaza Boulevard, P.O. Box 690519
Orlando, Florida 32869-0519
Attn: District Administrator
Facsimile: (407) 934-6200

With a copy to: Central Florida Tourism Oversight District
1900 Hotel Plaza Boulevard, P.O. Box 690519
Orlando, Florida 32869-0519
Attn: Legal Counsel

If to Grantee: Peoples Gas System, Inc.
702 N. Franklin Street
Tampa, Florida 33602
Facsimile: (813) 228-1527

13. Counterparts. This Temporary Easement Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

14. Governing Law. This Temporary Easement Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida.

15. Jurisdiction. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Temporary Easement Agreement, or arising out of any matter pertaining to this Temporary Easement Agreement, shall be exclusively submitted for trial before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; or, if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then before any other court sitting in Orange County, Florida, having subject matter jurisdiction. The parties consent and submit to the exclusive jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto and expressly waive all rights to trial by jury for any matters arising under this Agreement.

16. Binding Obligations. This Temporary Easement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted legal representatives.

17. **Construction of Agreement.** This Temporary Easement Agreement has been fully reviewed and approved by the parties hereto and their respective counsel. Accordingly, in interpreting this Temporary Easement Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted. Paragraph headings are for convenience only and shall not be deemed a part of this Temporary Easement Agreement or considered in construing this Temporary Easement Agreement.

18. **No Implied Waiver.** No course of dealing between the parties and no delay in exercising any right, power or remedy conferred hereby or now hereafter existing at Law, in equity, by statute, or otherwise shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy. All waivers, if any, of any or all of the foregoing rights, powers or remedies must be in writing.

19. **Attorneys' Fees and Costs.** If either party files suit or brings a judicial action or proceeding against the other to recover any sum due hereunder or for default or breach of any of the covenants, terms or conditions herein contained, the party which substantially prevails in any such suit, action or proceeding shall be entitled to receive from the other party such prevailing party's actual costs, fees and expenses reasonably incurred (including the fees and expenses of attorneys and paraprofessionals) in connection with such suit, action or proceeding (whether or not such costs, fees and expenses are taxable to the other party as such by any Law) through any and all final appeals arising out of such suit, action or proceeding.

20. **No Public Rights Created.** Nothing herein shall create or be construed to create any rights in and/or for the benefit of the general public in or to the Easement Area or the easement granted hereby.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK– SIGNATURES
APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Temporary Easement Agreement effective as of the date on which the last of Grantor or Grantee executed this Temporary Easement Agreement, as indicated below (the “**Effective Date**”).

WITNESSES TO GRANTOR:

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT,
a public corporation and public body corporate and politic of the State of Florida

_____ (Signature)

By: _____ (Signature)

Stephanie Kopelousos, District Administrator

_____ (Print Name)

Dated: _____

_____ (Signature)

_____ (Print Name)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by **Stephanie Kopelousos**, as District Administrator of the **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. Who is personally known to me or produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

WITNESSES TO GRANTEE:

PEOPLES GAS SYSTEM, INC.,
a Florida corporation

_____ (Signature)

_____ (Print Name)

_____ (Signature)

_____ (Print Name)

By: _____ (Signature)

_____ (Print Name)

Its: _____ (Title)

Dated: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by _____, as _____ of **PEOPLES GAS SYSTEM, INC.**, a Florida corporation, on behalf of the corporation. He/She is personally known to me or produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

EXHIBIT "A"

Temporary Easement Areas (1 of 3)

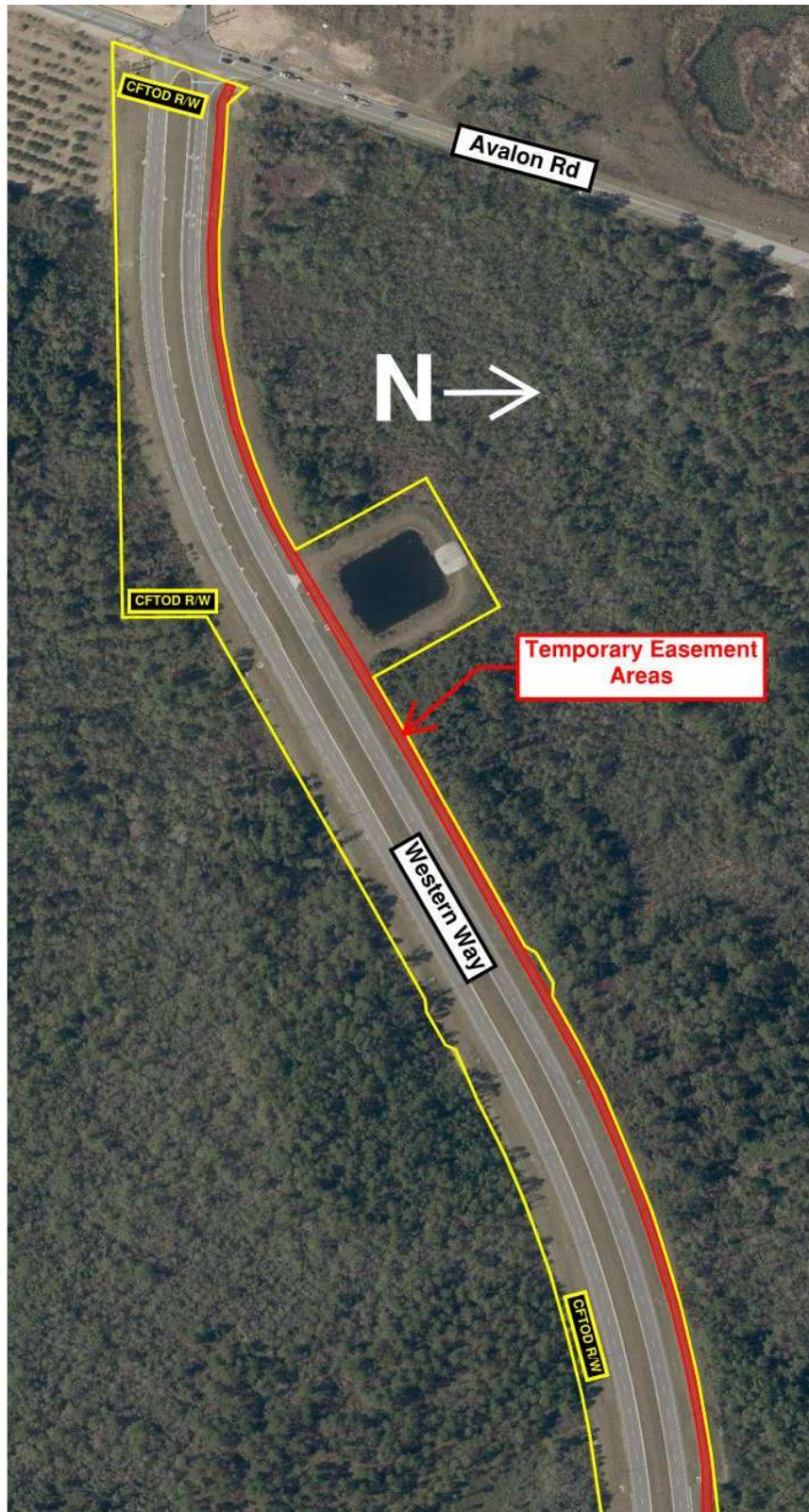


EXHIBIT "A"

Temporary Easement Areas (2 of 3)

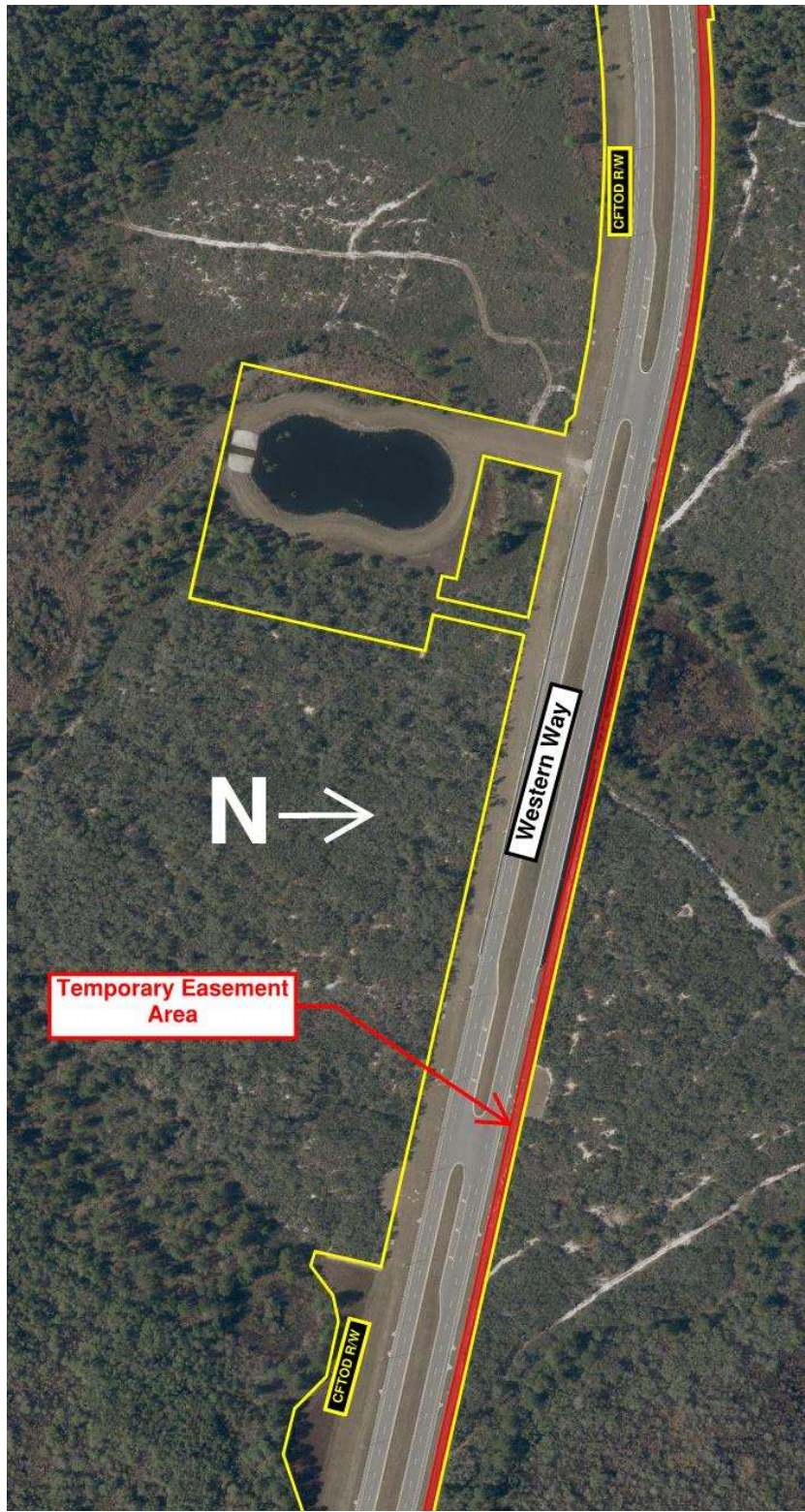


EXHIBIT "A"

Temporary Easement Areas (3 of 3)



EXHIBIT "B"

FORM OF RIGHT OF WAY PERMIT

DATE _____ PERMIT NUMBER _____

CORRIDOR: Road / Canal Name _____

County _____ **Section(s)** _____ **Township** _____ **Range** _____

PERMITTEE: _____

ADDRESS: _____

PHONE: _____

Permittee is requesting permission from the Central Florida Tourism Oversight District (hereinafter "CFTOD") to:

_____ **and the conditions set forth and described in Exhibits "A" and "B" (hereinafter the "Work") (Attach additional sheets, if required. Coordinates referencing the precise location of the Work must be specified)**

1. The work is within the corporate limits of a municipality. Yes () No () [Mark one]
If Yes, indicate the name of the municipality _____
2. Permittee declares that, prior to filing the application for this Permit, the location of all existing utilities, both above and below ground, has been ascertained and is accurately reflected on the plans which accompanied the application. Permittee mailed letters of notification on _____ to the following utilities/municipalities

3. The office of CFTOD's Manager of Planning & Engineering (hereinafter "**Engineer**"), at 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida 32830, telephone (407) 828-2250, must be notified 48 hours prior to commencement and again immediately upon completion of the Work.
4. The Work may require authorization by the U.S. Environmental Protection Agency for Storm Water Discharges from Connection Sites pursuant to the Clean Water Act. Permittee is responsible for obtaining the National Pollutant Discharge Elimination System (NPDES) permit, if applicable. Copies of any such permits required shall be provided to CFTOD prior to commencement of the Work.
5. All Work, including materials and equipment, must meet CFTOD standards and shall be subject to inspection at any time and from time to time, by the Engineer.
6. Following completion of the Work, all CFTOD property shall be restored to its original condition, to the extent practicable, in keeping with CFTOD specifications and in a manner satisfactory to CFTOD.
7. Installations shall conform to CFTOD's requirements, specifications and procedures in place, as amended from time to time.
8. Plans for the installation shall conform to CFTOD's requirements, specifications and procedures and shall be made an integral part of this Permit.
9. Permittee shall **commence the Work** on _____ and shall be **finished** with all of the **Work** by _____. If the commencement date is more than 60 days from the date of the issuance of the Permit, Permittee must review the Permit with the Engineer prior to commencement to ensure that no changes have occurred that would affect the permitted Work.
10. The Work and maintenance thereof shall not interfere with the property and rights of any prior permittee.

11. Permittee expressly understands and acknowledges that this Permit is a license for permissive use only and the placing of facilities upon public property pursuant to this Permit shall not operate to create or to vest any property rights in Permittee.
12. Whenever necessary for the construction, repair, improvement, maintenance, alteration, relocation, safety, and efficient operation of all or any portion of the corridor (as determined in the sole discretion of the District Administrator of CFTOD), any or all of the facilities and appurtenances authorized hereunder shall be immediately removed from the corridor or reset or relocated thereon, as required by the District Administrator of CFTOD. Such relocation, resetting or removal shall be at the sole expense of Permittee unless otherwise stated in the terms and conditions of that certain _____ document between CFTOD and _____, dated _____, and, if recorded, filed in the records of _____ County, Book _____, Page _____.
13. Permittee agrees, in the event removal, resetting or relocation of Permittee's facilities is scheduled simultaneously with CFTOD's construction work, to coordinate with CFTOD before proceeding with such removal, resetting or relocation, and to otherwise cooperate in all respects with CFTOD and with CFTOD's contractor(s) to arrange the sequence of work so as not to unnecessarily delay the work of CFTOD or CFTOD's contractor(s). Permittee further agrees to defend any legal claims of CFTOD or CFTOD's contractor(s) due to delays caused by Permittee's failure to comply with the approved schedule and to otherwise comply with applicable present and future local, municipal, county, state and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, regulations, resolutions, rules, requirements, standards, applications and directives as well as all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing and to obtain, maintain and comply, at its sole expense, with all applicable permits in connection with Permittee's use of the corridor (hereinafter collectively referred to as the "Law" or the "Laws", as applicable). Notwithstanding the provisions herein contained to the contrary, Permittee shall not be responsible for delays beyond its normal control.
14. Special Conditions:

15. Special Instructions:

16. Permittee, for itself, its successors, assigns, grantees, invitees, and customers, and for those claiming by, through or under any of them, hereby releases, indemnifies, saves, defends and forever holds harmless CFTOD and their Board of Supervisors, officers, directors, employees, representatives, agents, guests and invitees (collectively, the "Indemnitees") from any and all claims or demands, liabilities, losses, suits, actions, judgments, liens, damages, penalties, fines, interest, costs and expenses (whether to person or property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith through all appeals, arising out of or incurred in connection with: (i) any activity, work, act, accident, injury or damage committed, omitted, permitted or suffered in respect of the work to be performed by Permittee or its successors, assigns, grantees, invitees, customers or any of their respective officers, directors, employees, contractors, representatives or agents, or caused, in whole or in part, by the use of the right-of way; (ii) any accident, injury or damage which shall happen or be claimed to have happened in any manner connected with Permittee's use of the right-of-way (iii) actual or alleged negligence or willful misconduct of Permittee, its successors, assigns, grantees, invitees, customers, agents, employees, representatives or contractors; or (iv) Permittee's breach of this Agreement or failure to perform any obligations imposed hereunder; (v) liens filed by third parties; or (vi) Permittee's failure to abide by any applicable Laws as they now exist and those which may be enacted subsequent to the date of this Agreement; and as to all of the foregoing clauses (i) through (v) whether or not such losses, injuries, damage, destruction or theft are sustained by Permittee or CFTOD. Permittee shall cooperate with CFTOD in the defense of any such claims, demands or action, including, without limitation, the employment, at the sole expense of Permittee, of legal counsel satisfactory to CFTOD. Permittee shall not raise as a defense to its obligation to indemnify any comparative or contributory negligence of any of the Indemnitees, it being understood and agreed that no such comparative or contributory negligence shall relieve Permittee from its liability to so indemnify, nor entitle Permittee to any contribution, either directly or indirectly.

17. During construction, Permittee shall observe all safety regulations imposed by CFTOD and shall take all appropriate measures that may be necessary to safely conduct the public through the area in which the Work is being conducted, including, but not limited to, placing and displaying safety devices, all in accordance with the Federal Manual on Uniform Traffic Control Devices ("MUTCD"), as amended, and the State of Florida Department of Transportation ("FDOT") most current edition of FDOT's Roadway and Traffic Design Standards and Standard Specifications for Road and Bridge Construction, as amended.
18. If Permittee, in the sole and absolute discretion of CFTOD, shall be found not to be in compliance with CFTOD's requirements in effect as of the approval date of this Permit, this Permit shall be void, and all Work must either be immediately brought into compliance or removed from the corridor at the sole expense of Permittee.
 - a) In conjunction therewith, Permittee shall, without violating any Laws:
 - i) Deactivate, place out of service or remove the described facilities and the Work in accordance with Industry Standards and and/or within the specifications of and to the sole satisfaction of CFTOD in accordance with the terms of this Permit, as hereinabove set forth;
 - ii) Retain ownership and all legal obligations of ownership of the Work and all facilities associated therewith; and
 - iii) Be responsible (upon the request of CFTOD) for location (horizontally and vertically) of existing facilities within CFTOD's corridor.
 - b) Permittee further covenants and agrees that it shall indemnify, hold harmless and defend CFTOD, its Board of Supervisors, elected and appointed officials, and any of its directors, officers, employees or agents, from and against any loss, damage, claim, cost, charge or expense arising:
 - i) From or as a result of the presence of the Work and the associated facilities, or the materials and/or products utilized therein, including removal of same;
 - ii) Out of any act, action, negligence, omission, or commission by Permittee, its officers, agents, employees, contractors or subcontractors; or
 - iii) If applicable, as a result of placing the facilities installed by Permittee out of service, including, but not limited to, causes arising out of any future removal of the facilities or the Work by Permittee or any entity other than Permittee, whether or not such entity is acting at the instruction of Permittee or CFTOD.
19. This Permit may not be assigned or transferred by Permittee (including assignments by operation of Law) without CFTOD's prior written consent.
20. CFTOD agrees to allow Permittee to retain the facilities hereinabove described within the corridor for the time period set forth in paragraph 9 above, contingent upon, the continuing satisfactory performance of the conditions of this Permit.
21. Permittee's employee responsible for Maintenance of Traffic is _____

PRINT NAME
Contact number (____)_____

Submitted By: _____

Printed Name of Permittee _____ Date _____

Title (If doing business under a fictitious name, provide proof of compliance with Law)

Signature of Permittee

Approved by: _____

CFTOD Engineer or Authorized Representative _____ Date _____

ISSUED FOR:

The following is Required for Sign Installation Only

Please Provide All of the Following Information:

(Attach additional sheets if required)

Purpose of Sign: _____

Location of Sign: _____

Disney Grid Coordinates: _____

Type of Sign: _____

Face of Sign, including All Symbols or Text :

Once the approved sign has been installed a digital photograph along with the CFTOD sign identification number must be provided to CFTOD.

NOTE: The Central Florida Tourism Oversight District (CFTOD) follows the minimum standards established in the Florida Department of Transportation (FDOT) Manual of Uniform Traffic Control Devices (MUTCD). In addition to these standards, the CFTOD has also adopted the signage standards specific to CFTOD. All proposed signage must be reviewed and approved by the CFTOD Senior Planner, or authorized representative, prior to the completion of this application.

Planning Approval by _____
DATE _____

**CORRIDOR PERMIT
FINAL INSPECTION REPORT**

DATE: _____ PERMIT NUMBER: _____

COUNTY/SECTION/TOWNSHIP/RANGE: _____

DATE STARTED: _____ DATE COMPLETED: _____

Required for Sign Installation:

COPY OF DIGITAL PHOTO RECEIVED BY CFTOD ON _____

REMARKS:

I, the undersigned, do hereby attest that the Work approved by the Permit set forth above was installed in accordance with all Permit requirements.

SIGNED: _____
(Permittee)

TITLE: _____

DATE: _____

INSPECTED BY: _____

PERMIT CLOSURE APPROVED BY: _____

EXHIBIT "C"

FORM OF PERMANENT EASEMENT AGREEMENT

Record and Return to:

Central Florida Tourism Oversight District
Post Office Box 690519
Orlando, Florida 32869-0519
Attn: Planning & Engineering

NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT

THIS NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT ("Permanent Easement Agreement") is made as of the Effective Date (as hereinafter defined) by and between **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 690519, Orlando, Florida 32869-0519 ("**Grantor**") and _____, a _____, whose mailing address is _____ ("**Grantee**").

WITNESSETH:

WHEREAS, Grantor is the fee owner of certain real property located in _____ County, Florida (the "**Property**"); and

WHEREAS, Grantee desires to obtain a non-exclusive easement on, over, under and across the portion or portions of the Property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "**Easement Area**"), for the purpose of: (i) _____ (the "_____"); and, in connection therewith (ii) access to and from the Easement Area, over and across adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time (as hereinafter provided) (items (i) and (ii) hereinabove are sometimes referred to as the "**permitted use**"); and

WHEREAS, Grantor agrees to grant to Grantee this non-exclusive permanent easement subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual agreement of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitations.** The above recitations are true and correct and are incorporated herein by reference.

2. **Grant and Use of Easement.** Grantor grants to Grantee, a non-exclusive easement in perpetuity, or such earlier date as the use thereof as set forth herein is abandoned (this "**Easement**") on, over, under and across the Easement Area. This Easement is subject to the terms, conditions, restrictions and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement shall be used by Grantee (and its employees, contractors, and agents) for the permitted use of the Easement Area, together with the right of vehicular and pedestrian ingress and egress in connection therewith by Grantee and the aforesaid parties, to and from the Easement Area over and across public roads, alleys, sidewalks and such other portions of the Property as Grantor may designate from time to time (as hereinafter provided) and for no other purpose whatsoever. Grantee's rights in connection therewith shall include the right, subject to the prior written approval of Grantor, to maintain temporary construction facilities on the Easement Area. Grantor reserves the right to specify which portions of the Easement Area shall be used by Grantee for all or any portion of the _____ (and future facilities, if any, consented to by Grantor, which consent Grantor may grant or withhold in its sole discretion) and any temporary construction facilities on the Easement Area, and to designate (from time to time) specific routes and other means of vehicular and pedestrian ingress and egress (in addition to existing public roads, alleys and sidewalks) to and from the Easement Area across the balance of the Property and Grantor's adjacent property. Thereafter, only such routes and

other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. Grantor accepts the location of the _____ as set forth in the permit issued by Grantor for the construction of the improvements, subject to the provisions of Paragraph 4.d), below.

Notwithstanding any provision in this Permanent Easement Agreement to the contrary, Grantee shall be required to obtain a Right-of-Way Permit from Grantor prior to initiating any work within the Easement Area or accessing any Easement Area. In the case of an emergency, oral notification to the Grantor describing the nature of the emergency and the work to be performed shall be acceptable prior to initiation of work and shall be followed within 72 hours with a request for a Right-of-Way Permit. In addition, Grantee shall be required to comply with all governmental permitting requirements, as now or hereafter may be enacted or amended, and shall be required to obtain all required permits prior to initiation of work within the Easement Area. Grantee acknowledges that Grantee's access to the Easement Area and/or for ingress and egress across Grantor's Property is subject at all times to the strict compliance by Grantee, its employees, contractors, subcontractors, representatives, and agents, with all security provisions, rules and regulations of Grantor which may be in effect from time to time.

3. Limitation of Rights. This Permanent Easement Agreement creates a non-exclusive Easement, and Grantee does not and shall not (at any time) claim any interest or estate of any kind or extent whatsoever in the Easement Area by virtue of this Easement or Grantee's use of the Easement Area pursuant hereto. Furthermore, except as provided in and subject to Paragraph 4.d), hereinbelow, no new facilities shall be constructed on the Easement Area without the prior written consent of Grantor. Replacement of the _____ with facilities in the same location and of the same type, size, number and capacity shall not be deemed construction of new facilities.

4. Grantor's Reservation of Rights. Subject to the rights created herein, Grantor expressly reserves (to itself, its successors and assigns) the right to use, or to grant to others the right to use by virtue of additional licenses, rights-of-way, reservations or easements, any and all portions of the area upon, above, or under the Easement Area and the Property (in Grantor's sole discretion) for any purpose whatsoever not inconsistent with the rights herein granted, including, but not limited to, the right of ingress and egress over and across the Easement Area onto any adjacent or contiguous property; provided such right does not unreasonably interfere with Grantee's permitted use of the Easement Area pursuant to the terms hereof. Grantor also reserves the right, but not the obligation, to do all or any of the following without Grantee's consent:

a) to construct improvements; landscape; provide for drainage; construct paved roads, bridges, tunnels, driveways, parking areas, or any other improvements; and install utility lines, equipment and cables upon, above or under the Easement Area, so long as such use does not materially and adversely interfere with the purpose for which this Easement is granted;

b) after reasonable notice (except in circumstances of emergency), to temporarily interrupt Grantee's use of the Easement Area or the _____ from time to time, in order to repair, maintain, repave, construct on, or complete other activities on the Easement Area or the Property;

c) to enter upon the Easement Area at any time to inspect the operation, sanitation, safety, maintenance, and use thereof, and to perform any repair or maintenance of the Easement Area, and to enter upon the Easement Area at any time to remedy any condition thereof in the event of an emergency. Grantor shall not assume any responsibility for the performance of any of Grantee's obligations hereunder, or any liability arising from the improper performance thereof;

d) to relocate, alter or modify, or cause Grantee to relocate, alter or modify, the location of all or any portion of the _____ to another location either within or outside of the Easement Area, from time to time, in Grantor's sole discretion, at Grantee's sole cost and expense. In the event of any such relocation, alteration or modification, Grantee shall, at Grantor's option, either: (i) execute a release (in recordable form) of the rights granted hereunder with respect to the portion of the Easement Area to be vacated and enter into a new agreement in substantially the same form as this Permanent Easement Agreement (in recordable form) to cover the new easement area(s), in which event this Easement shall be considered canceled as to the portion vacated by such relocation and all rights and obligations of Grantee contained herein with respect to the Easement Area shall be described in such subsequent agreement; or (ii) execute an amendment (in recordable form) to this Permanent Easement Agreement amending the description of the Easement Area to reflect the designated location where the _____ are to be

relocated. Grantee (at Grantee's cost) shall cooperate with Grantor in taking all steps necessary or appropriate to accomplish the release of designated portions of the Easement Area from the effect of this Permanent Easement Agreement and the relocation, alteration or modification of the Easement Area or the _____, in whole or in part. If any or all of the Easement Area or the _____ are to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantee's sole cost and expense) promptly remove the _____ and restore the Easement Area to the same condition existing at the time of the execution of this Permanent Easement Agreement, and commence use of the new location designated by Grantor; and

e) plat, replat or dedicate the Easement Area to the public.

5. **Covenants of Grantee.** Grantee, for itself, its grantees and invitees, covenants and agrees it shall:

a) not interfere with or prevent the following: (i) the normal development, use and maintenance by Grantor of the Easement Area, the Property, or Grantor's adjacent properties, if any; (ii) the normal use of any portion of the Easement Area by the general public, if any portion of the Easement Area has been or is hereafter dedicated to the general public; and (iii) any development, construction, improvement, or other activity or use by Grantor now or in the future existing on or about the Easement Area and the Property so long as such use does not materially and adversely interfere with Grantee's permitted use of the Easement Area;

b) not interfere with or disturb any threatened or endangered plant or animal life on or under the Easement Area or the Property;

c) not interfere with any existing license, easement, reservation, or right-of-way upon, above, over, through, under, or across the Easement Area;

d) not interfere with any hereafter granted license, easement, reservation, or right-of-way upon, above, over, through, under, or across the Easement Area so long as such license, easement, reservation, or right-of-way does not materially and adversely interfere with Grantee's permitted use of the Easement Area;

e) comply at all times and in all respects with all present and future local, municipal, county, state, and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, rules, regulations, resolutions, requirements, standards, applications, and directives, as well as all decisions, judgments, writs, injunctions, orders, decrees, or demands of courts, administrative bodies and other authorities construing any of the foregoing (collectively, the "**Laws**"), and Grantee shall obtain, maintain and comply with all applicable permits in connection with Grantee's use of the Easement Area. Grantee shall not, by any act or omission, render Grantor liable for any violation thereof. Grantee shall promptly deliver to Grantor true and accurate copies of all applicable permits upon issuance and shall pay all costs and expenses incurred with respect to compliance with this subparagraph;

f) operate, maintain, replace, and repair the _____, at its sole cost and expense, and in compliance with all applicable Laws and permits, in an expeditious and good and workmanlike manner, and maintain the appearance of all above-ground facilities, if any, if permitted hereunder by Grantor (and of the Easement Area, if requested by Grantor) in reasonably the same condition as existed upon completion of their initial installation;

g) not cause or give permission for any hazardous waste, toxic substances or related materials as defined by any Laws (collectively, "**Hazardous Materials**") to be used, placed, misused, or disposed of upon, above or under, or transported to or from the Easement Area or the Property ("**Hazardous Materials Activities**"). Grantor shall not be liable to Grantee for any Hazardous Materials Activities caused by Grantee, its employees, agents, contractors, or invitees. Grantee shall be liable to Grantor for any and all Hazardous Materials Activities and any and all hazardous spills, fires, or other environmental hazard on the Easement Area or the Property caused by Grantee, its employees, agents or contractors, or in any way resulting from Grantee's repair, replacement, maintenance, or operation of the _____;

h) after completion of any repair or replacement work with respect to the _____ (or any construction or installation work for relocated facilities or new facilities, if any, consented to by Grantor, which

consent Grantor may grant or withhold in its sole discretion), at its sole cost and expense and in a safe, good and workmanlike manner, remove any temporary improvements and equipment placed on the Easement Area, and restore both the ground surface of the Easement Area and any grass, irrigation lines and equipment, and landscaping in or on the Easement Area, to the original contour, grade and condition which existed immediately prior to the commencement of any work; and

i) not permit any lien to be filed against the Easement Area or the Property for any labor or materials in connection with work of any character performed or claimed to have been performed on the Easement Area or the Property at the direction or sufferance of Grantee. If any such lien is filed against the Easement Area or the Property, Grantor shall have the right (but not the obligation) to cause such lien to be released. Grantee shall pay on demand all of Grantor's costs in connection therewith, together with interest thereon at the interest rate set forth in Paragraph 6, hereof, accruing from and after the date of such expenditure until Grantor's receipt of full payment therefor.

6. Breach by Grantee. If Grantee breaches any provision in this Permanent Easement Agreement and fails to cure any such breach within fifteen (15) days after written notice thereof is given by Grantor, in addition to any other right or remedy available to Grantor at law or in equity, Grantor shall have the right, but not the obligation, to cure any such breach. Grantee agrees to reimburse Grantor for the cost thereof upon demand, together with interest accruing thereon at an annual rate of interest equal to the lesser of: (i) four percent (4%) above the prime rate of interest announced by SunTrust Bank, Central Florida, N.A.; or (ii) the highest rate of interest allowable by law, from and after the date of Grantor's expenditure thereof, until Grantor's receipt of full payment therefor.

7. Condition of Easement Area; Indemnity.

a) Grantee acknowledges that it (i) has physically inspected the Easement Area; and (ii) accepts the Easement Area "as is" and "where is" with full knowledge of the condition thereof and subject to all the terms, conditions, restrictions and limitations applicable thereto. Grantee, for and on behalf of itself and its employees, contractors, agents, grantees, and invitees, assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) sustained from the activities, operations or use of the Easement Area (or use of the portions of the Property made available for ingress and egress) by Grantee, its grantees, invitees, employees, contractors, and agents. Grantee (for itself, its grantees, invitees, contractors, and agents and for those claiming by, through or under any of them) shall hereby release, indemnify, defend and hold harmless the Grantor, its Board of Supervisors, the officers, directors, agents, employees and assigns (collectively, "**Indemnitees**") from and against all claims, liabilities, suits, judgments, liens, damages, penalties, fines, interest, costs and expenses (including without limitation, those relating to injuries to persons (including, without limitation, loss of life) or for damage, destruction or theft of property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith, that arise from or relate, directly or indirectly, to: (i) operations on, or the use of, the Easement Area or the Property by Grantee (its grantees, invitees, employees, contractors, and agents, and all of their officers, directors, employees, representatives, and agents); (ii) Hazardous Materials Activities, spills or fire caused by Grantee, its employees, agents, contractors, or invitees, on, over, under, through or across the Easement Area or the Property; (iii) any activity, work or act committed, omitted, permitted or suffered by Grantee (its grantees, invitees, employees, contractors, and agents and any of their officers, directors, employees, representatives, and agents) or caused, in whole or in part, on or about the Easement Area or the Property; (iv) the negligent or willful acts or omissions of Grantee (its grantees, invitees, agents, employees, representatives, or contractors); (v) Grantee's failure to perform any obligations imposed hereunder; (vi) Grantee's use, operation, maintenance, or repair of the Easement Area; (vii) liens by third parties arising out of Grantee's acts or omissions; or (viii) Grantee's failure to abide by any applicable Laws existing or which may be enacted subsequent to the date of this Permanent Easement Agreement. Grantee shall cooperate with the Indemnitees in the defense of any such claims or action including, without limitation, the employment, at the sole expense of Grantee, of legal counsel satisfactory to the Indemnitees. Grantee's liability and the indemnity provided herein shall survive the expiration or sooner termination of this Permanent Easement Agreement, as to events which occurred prior to such expiration or termination.

b) If one or more of the Indemnitees become subject to any claim as to which Grantee is obligated to indemnify such Indemnitee or Indemnitees as aforesaid:

i) Such Indemnitee or Indemnitees and Grantor shall be entitled to approve selection of Grantee's counsel, which approval shall not be unreasonably withheld;

ii) Grantee shall promptly deliver to Grantor and such Indemnitee or Indemnitees copies of all documents and pleadings prepared and filed on its behalf, and Grantee shall monitor and advise and inform Grantor and such Indemnitee or Indemnitees of the progress and status of all developments in any litigation or proceeding; and

iii) any settlement or other resolution of any litigation or proceeding shall result in the full release, discharge and acquittal of Grantor and such Indemnitee or Indemnitees, without any obligation on the part of Grantor or such Indemnitee or Indemnitees to take or refrain from any action whatsoever.

c) Grantee shall not raise as a defense to its obligation to indemnify any comparative or contributing negligence of any of these Indemnitees pursuant to any such provision, it being agreed that comparative or contributing negligence shall not relieve Grantee from its aforesaid obligation to indemnify, nor entitle Grantee to any contribution (either directly or indirectly) by those indemnified (except in instances of Grantor's or such Indemnitee's or Indemnitees' willful misconduct).

8. Insurance. Unless otherwise agreed to by Grantor and Grantee, Grantee and Grantee's contractors shall carry (at their own cost and expense), the following insurance:

a) Occurrence basis commercial general liability insurance (including broad form contractual coverage) and automobile liability insurance, each with minimum limits of Five Million Dollars (\$5,000,000.00) combined single limit per occurrence, protecting Grantee from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Grantee hereunder or from or out of any act or omission of Grantee and Grantee's agents or contractors and their related, affiliated and subsidiary companies and the officers, directors, agents, and employees of each, which insurance shall name Grantor as additional insured (the "**Additional Insured**"); and

b) Worker's compensation insurance as required by applicable law (and employer's liability insurance) with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence.

All such insurance required herein shall be with companies licensed to issue insurance in the State of Florida and which have a Best Guide rating of B+ VII or better, shall include a waiver of subrogation, be primary and non contributory and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to Grantor. Upon Grantor's written request, certificates of insurance, together with copies of the binding endorsements identifying the Additional Insured, shall be furnished to Grantor. In the event of any cancellation or reduction of coverage, Grantee shall obtain substitute coverage as required hereunder, without any lapse of coverage to Grantor.

9. Assignment. Grantor may, at any time, in its sole discretion, assign, transfer or convey its rights hereunder. Upon any such assignment, transfer or conveyance, the liability of Grantor under this Permanent Easement Agreement shall automatically terminate, and Grantor's assignee, transferee, or grantee (as the case may be) shall be deemed to have assumed and be bound by the obligations of Grantor hereunder. This Permanent Easement Agreement involves the granting of a personal right by Grantor to Grantee and, therefore, neither this Permanent Easement Agreement nor any interest herein or rights hereunder may be assigned, transferred or conveyed in whole or in part by Grantee without the prior written consent of Grantor, which consent may be withheld or approved in Grantor's sole discretion.

10. No Warranty: Entire Agreement. Grantor makes no representations, statements, warranties or agreements to Grantee in connection with this Permanent Easement Agreement or the Easement Area, other than as may be set forth herein. This Permanent Easement Agreement embodies the entire understanding of the parties hereto, and supersedes all prior discussions and agreements between the parties hereto, and there are no further or

other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof. This Permanent Easement Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto, in the same manner as executed herein. Notwithstanding anything to the contrary set forth in this Permanent Easement Agreement, Grantee acknowledges and agrees that Grantee's use of the Easement Area is at its own risk and neither Grantor nor the Indemnitees (as hereinabove defined) shall have any liability or obligation for or with respect to any loss or damage to any of Grantee's _____, arising out of or related to Grantor's or the Indemnitees' use of or activities within the Easement Area.

11. Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed given and received: (i) on the same day it is personally delivered to the intended recipient at the address set forth below; (ii) upon confirmation of successful transmission (if sent by facsimile transmission) to the intended recipient at the facsimile number set forth below provided that a copy of such notice is contemporaneously sent by one of the other methods of delivery set forth herein (it being understood and agreed, however, that such notice shall be deemed received upon receipt of electronic transmission); (iii) the next business day if sent by reputable overnight courier to the intended recipient at the address set forth below; or (iv) three business days after it is deposited in the United States registered or certified mail, postage prepaid, return receipt requested, to the address set forth below:

If to Grantor: Central Florida Tourism Oversight District
1900 Hotel Plaza Boulevard, P.O. Box 10170
Orlando, Florida 32830-0170
Attn: District Administrator
Facsimile: (407) 934-6200

With a copy to: Central Florida Tourism Oversight District
1900 Hotel Plaza Boulevard, P.O. Box 10170
Orlando, Florida 32830-0170
Attn: Legal Counsel
Facsimile: (407) 828-4311

If to Grantee: _____

Attn: _____
Facsimile: () _____

12. Counterparts. This Permanent Easement Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

13. Governing Law. This Permanent Easement Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida.

14. Jurisdiction. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Permanent Easement Agreement, or arising out of any matter pertaining to this Permanent Easement Agreement, shall be exclusively submitted for trial before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; or, if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then before any other court sitting in Orange County, Florida, having subject matter jurisdiction. The parties consent and submit to the exclusive jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto and expressly waive all rights to trial by jury for any matters arising under this Agreement.

15. Binding Obligations. This Permanent Easement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted legal representatives.

16. Construction of Agreement. This Permanent Easement Agreement has been fully reviewed and approved by the parties hereto and their respective counsel. Accordingly, in interpreting this Permanent Easement Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted. Paragraph headings are for convenience only and shall not be deemed a part of this Permanent Easement Agreement or considered in construing this Permanent Easement Agreement.

17. No Implied Waiver. No course of dealing between the parties and no delay in exercising any right, power or remedy conferred hereby or now hereafter existing at Law, in equity, by statute or otherwise shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy. All waivers, if any, of any or all of the foregoing rights, powers or remedies must be in writing.

18. Attorneys' Fees and Costs. If either party files suit or brings a judicial action or proceeding against the other to recover any sum due hereunder or for default or breach of any of the covenants, terms or conditions herein contained, the party which substantially prevails in any such suit, action or proceeding shall be entitled to receive from the other party such prevailing party's actual costs, fees and expenses reasonably incurred (including the fees and expenses of attorneys and paraprofessionals) in connection with such suit, action or proceeding (whether or not such costs, fees and expenses are taxable to the other party as such by any Law) through any and all final appeals arising out of such suit, action or proceeding.

19. No Public Rights Created. Nothing herein shall create or be construed to create any rights in and/or for the benefit of the general public in or to the Easement Area or the easement granted hereby.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK– SIGNATURES
APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Permanent Easement Agreement effective as of the date on which the last of Grantor or Grantee executed this Permanent Easement Agreement, as indicated below (the **“Effective Date”**).

WITNESSES TO GRANTOR:

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, a public corporation and public body corporate and politic of the State of Florida

(Signature)

(Print Name)

(Signature)

(Print Name)

By: _____ (Signature)
Stephanie Kopelousos, District Administrator

Dated: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20__, by **Stephanie Kopelousos**, as District Administrator of the **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. Who is personally known to me or produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped
My Commission Expires: _____

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Temporary Easement Agreement effective as of the date on which the last of Grantor or Grantee executed this Temporary Easement Agreement, as indicated below (the “**Effective Date**”).

WITNESSES TO GRANTEE:

(Signature)

(Print Name)

(Signature)

(Print Name)

By: _____ (Signature)

(Print Name)

Its: _____ (Title)

Dated: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20__, by _____, as _____ of _____, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is personally known to me or produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

EXHIBIT "A"

Description of Permanent Easement Area

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
BOARD OF SUPERVISORS REPORT 6.5**

Board Meeting Date: 10/23/2024

Subject: Non-Exclusive Permanent Utility Easement Agreement – Summit Broadband, Inc.

Presented By: Katherine Luetzow, Manager, Planning & Engineering

Department: Public Works

STAFF RECOMMENDATION (Motion Ready): Approve of Agenda Item #6.5 Non-exclusive permanent easement with Summit Broadband, Inc.

RELEVANT STRATEGIC GOALS: Quality of Place

PROOF OF PUBLICATION: N/A

BACKGROUND: Summit Broadband, Inc., authorized under a temporary construction easement, installed underground communication lines and appurtenant underground facilities within the portion of District property located within Exhibit A of the easement. This installation provides service to multiple property owners within the District’s jurisdiction. In accordance with the terms of the temporary construction easement, construction was completed, as built drawings have been provided to the District’s Planning and Engineering Staff and a legal description was prepared for use in obtaining this permanent easement.

FINDINGS AND CONCLUSIONS: The non-exclusive easement provides a mechanism to grant third party use of District property, establishing terms and provisions of that use.

FISCAL IMPACT: N/A – Installation and any future relocation shall be at Summit Broadband, Inc.’s sole cost and expense.

PROCUREMENT REVIEW: N/A

LEGAL REVIEW: This agenda item has been reviewed by the District General Counsel.

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS: See attached Permanent Easement Agreement.

Record and Return to:
Central Florida Tourism Oversight District
Post Office Box 690519
Orlando, Florida 32869-0519
Attn: Planning & Engineering

NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT

THIS NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT (“Permanent Easement Agreement”) is made as of the Effective Date (as hereinafter defined) by and between **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 690519, Orlando, Florida 32869-0519 (“**Grantor**”) and **SUMMIT BROADBAND INC.**, a Florida corporation, whose mailing address is 4558 35th Street, Orlando, Florida 32811 (“**Grantee**”).

WITNESSETH:

WHEREAS, Grantor is the fee owner of certain real property located in Orange County, Florida (the “**Property**”); and

WHEREAS, Grantee desires to obtain a non-exclusive easement on, over, under and across the portion or portions of the Property more particularly described on Exhibit “A” attached hereto and made a part hereof (the “**Easement Area**”), for the purpose of: (i) inspecting, replacing (in the same location), operating, maintaining and repairing Grantee’s existing underground communication lines and appurtenant underground equipment (the “**Communication Lines**”); and, in connection therewith (ii) access to and from the Easement Area, over and across adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time (as hereinafter provided) (items (i) and (ii) hereinabove are sometimes referred to as the “**permitted use**”); and

WHEREAS, Grantor agrees to grant to Grantee this non-exclusive permanent easement subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual agreement of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitations.** The above recitations are true and correct and are incorporated herein by reference.
2. **Grant and Use of Easement.** Grantor grants to Grantee, a non-exclusive easement in perpetuity, or such earlier date as the use thereof as set forth herein is abandoned (this “**Easement**”) on, over, under and across the Easement Area. This Easement is subject to the terms, conditions, restrictions and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement shall be used by Grantee (and its employees, contractors, and agents) for the permitted use of the Easement Area, together with the right of vehicular and pedestrian ingress and egress in connection therewith by Grantee and the aforesaid parties, to and from the Easement Area over and across public roads, alleys, sidewalks and such other portions of the Property as Grantor may designate from time to time (as hereinafter provided) and for no other purpose whatsoever. Grantee’s rights in connection therewith shall include the right, subject to the prior written approval of Grantor, to maintain temporary construction facilities on the Easement Area. Grantor reserves the right to specify which portions of the Easement Area shall be used by Grantee for all or any portion of the Communication Lines (and future facilities, if any, consented to by Grantor, which consent Grantor may grant or withhold in its sole discretion) and any temporary construction facilities on the Easement Area, and to designate (from time to time) specific routes and other means of vehicular and pedestrian ingress and egress (in addition to existing public roads, alleys and sidewalks) to and from the Easement Area across the balance of the Property and Grantor’s adjacent property. Thereafter, only such routes

and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. Grantor accepts the location of the Communication Lines as set forth in the permit issued by Grantor for the construction of the improvements, subject to the provisions of Paragraph 4.d), below.

Notwithstanding any provision in this Permanent Easement Agreement to the contrary, Grantee shall be required to obtain a Right-of-Way Permit from Grantor prior to initiating any work within the Easement Area or accessing any Easement Area. In the case of an emergency, oral notification to the Grantor describing the nature of the emergency and the work to be performed shall be acceptable prior to initiation of work and shall be followed within 72 hours with a request for a Right-of-Way Permit. In addition, Grantee shall be required to comply with all governmental permitting requirements, as now or hereafter may be enacted or amended, and shall be required to obtain all required permits prior to initiation of work within the Easement Area. Grantee acknowledges that Grantee's access to the Easement Area and/or for ingress and egress across Grantor's Property is subject at all times to the strict compliance by Grantee, its employees, contractors, subcontractors, representatives, and agents, with all security provisions, rules and regulations of Grantor which may be in effect from time to time.

3. Limitation of Rights. This Permanent Easement Agreement creates a non-exclusive Easement, and Grantee does not and shall not (at any time) claim any interest or estate of any kind or extent whatsoever in the Easement Area by virtue of this Easement or Grantee's use of the Easement Area pursuant hereto. Furthermore, except as provided in and subject to Paragraph 4.d), hereinbelow, no new facilities shall be constructed on the Easement Area without the prior written consent of Grantor. Replacement of the Communication Lines with facilities in the same location and of the same type, size, number and capacity shall not be deemed construction of new facilities.

4. Grantor's Reservation of Rights. Subject to the rights created herein, Grantor expressly reserves (to itself, its successors and assigns) the right to use, or to grant to others the right to use by virtue of additional licenses, rights-of-way, reservations or easements, any and all portions of the area upon, above, or under the Easement Area and the Property (in Grantor's sole discretion) for any purpose whatsoever not inconsistent with the rights herein granted, including, but not limited to, the right of ingress and egress over and across the Easement Area onto any adjacent or contiguous property; provided such right does not unreasonably interfere with Grantee's permitted use of the Easement Area pursuant to the terms hereof. Grantor also reserves the right, but not the obligation, to do all or any of the following without Grantee's consent:

a) to construct improvements; landscape; provide for drainage; construct paved roads, bridges, tunnels, driveways, parking areas, or any other improvements; and install utility lines, equipment and cables upon, above or under the Easement Area, so long as such use does not materially and adversely interfere with the purpose for which this Easement is granted;

b) after reasonable notice (except in circumstances of emergency), to temporarily interrupt Grantee's use of the Easement Area or the Communication Lines from time to time, in order to repair, maintain, repave, construct on, or complete other activities on the Easement Area or the Property;

c) to enter upon the Easement Area at any time to inspect the operation, sanitation, safety, maintenance, and use thereof, and to perform any repair or maintenance of the Easement Area, and to enter upon the Easement Area at any time to remedy any condition thereof in the event of an emergency. Grantor shall not assume any responsibility for the performance of any of Grantee's obligations hereunder, or any liability arising from the improper performance thereof;

d) to relocate, alter or modify, or cause Grantee to relocate, alter or modify, the location of all or any portion of the Communication Lines to another location either within or outside of the Easement Area, from time to time, in Grantor's sole discretion, at Grantee's sole cost and expense. In the event of any such relocation, alteration or modification, Grantee shall, at Grantor's option, either: (i) execute a release (in recordable form) of the rights granted hereunder with respect to the portion of the Easement Area to be vacated and enter into a new agreement in substantially the same form as this Permanent Easement Agreement (in recordable form) to cover the new easement area(s), in which event this Easement shall be considered canceled as to the portion vacated by such relocation and all rights and obligations of Grantee contained herein with respect to the Easement Area shall be described in such subsequent agreement; or (ii) execute an amendment (in recordable form) to this Permanent Easement Agreement amending the description of the Easement Area to reflect the designated location where the Communication Lines are to be relocated. Grantee (at Grantee's cost) shall cooperate with Grantor in taking all steps

necessary or appropriate to accomplish the release of designated portions of the Easement Area from the effect of this Permanent Easement Agreement and the relocation, alteration or modification of the Easement Area or the Communication Lines, in whole or in part. If any or all of the Easement Area or the Communication Lines are to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantee's sole cost and expense) promptly remove the Communication Lines and restore the Easement Area to the same condition existing at the time of the execution of this Permanent Easement Agreement, and commence use of the new location designated by Grantor; and

e) plat, replat or dedicate the Easement Area to the public.

5. **Covenants of Grantee.** Grantee, for itself, its grantees and invitees, covenants and agrees it shall:

a) not interfere with or prevent the following: (i) the normal development, use and maintenance by Grantor of the Easement Area, the Property, or Grantor's adjacent properties, if any; (ii) the normal use of any portion of the Easement Area by the general public, if any portion of the Easement Area has been or is hereafter dedicated to the general public; and (iii) any development, construction, improvement, or other activity or use by Grantor now or in the future existing on or about the Easement Area and the Property so long as such use does not materially and adversely interfere with Grantee's permitted use of the Easement Area;

b) not interfere with or disturb any threatened or endangered plant or animal life on or under the Easement Area or the Property;

c) not interfere with any existing license, easement, reservation, or right-of-way upon, above, over, through, under, or across the Easement Area;

d) not interfere with any hereafter granted license, easement, reservation, or right-of-way upon, above, over, through, under, or across the Easement Area so long as such license, easement, reservation, or right-of-way does not materially and adversely interfere with Grantee's permitted use of the Easement Area;

e) comply at all times and in all respects with all present and future local, municipal, county, state, and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, rules, regulations, resolutions, requirements, standards, applications, and directives, as well as all decisions, judgments, writs, injunctions, orders, decrees, or demands of courts, administrative bodies and other authorities construing any of the foregoing (collectively, the "**Laws**"), and Grantee shall obtain, maintain and comply with all applicable permits in connection with Grantee's use of the Easement Area. Grantee shall not, by any act or omission, render Grantor liable for any violation thereof. Grantee shall promptly deliver to Grantor true and accurate copies of all applicable permits upon issuance and shall pay all costs and expenses incurred with respect to compliance with this subparagraph;

f) operate, maintain, replace, and repair the Communication Lines, at its sole cost and expense, and in compliance with all applicable Laws and permits, in an expeditious and good and workmanlike manner, and maintain the appearance of all above-ground facilities, if any, if permitted hereunder by Grantor (and of the Easement Area, if requested by Grantor) in reasonably the same condition as existed upon completion of their initial installation;

g) not cause or give permission for any hazardous waste, toxic substances or related materials as defined by any Laws (collectively, "**Hazardous Materials**") to be used, placed, misused, or disposed of upon, above or under, or transported to or from the Easement Area or the Property ("**Hazardous Materials Activities**"). Grantor shall not be liable to Grantee for any Hazardous Materials Activities caused by Grantee, its employees, agents, contractors, or invitees. Grantee shall be liable to Grantor for any and all Hazardous Materials Activities and any and all hazardous spills, fires, or other environmental hazard on the Easement Area or the Property caused by Grantee, its employees, agents or contractors, or in any way resulting from Grantee's repair, replacement, maintenance, or operation of the Communication Lines;

h) after completion of any repair or replacement work with respect to the Communication Lines (or any construction or installation work for relocated facilities or new facilities, if any, consented to by Grantor, which consent Grantor may grant or withhold in its sole discretion), at its sole cost and expense and in a safe, good and workmanlike manner, remove any temporary improvements and equipment placed on the Easement

Area, and restore both the ground surface of the Easement Area and any grass, irrigation lines and equipment, and landscaping in or on the Easement Area, to the original contour, grade and condition which existed immediately prior to the commencement of any work; and

i) not permit any lien to be filed against the Easement Area or the Property for any labor or materials in connection with work of any character performed or claimed to have been performed on the Easement Area or the Property at the direction or sufferance of Grantee. If any such lien is filed against the Easement Area or the Property, Grantor shall have the right (but not the obligation) to cause such lien to be released. Grantee shall pay on demand all of Grantor's costs in connection therewith, together with interest thereon at the interest rate set forth in Paragraph 6, hereof, accruing from and after the date of such expenditure until Grantor's receipt of full payment therefor.

6. **Breach by Grantee.** If Grantee breaches any provision in this Permanent Easement Agreement and fails to cure any such breach within fifteen (15) days after written notice thereof is given by Grantor, in addition to any other right or remedy available to Grantor at law or in equity, Grantor shall have the right, but not the obligation, to cure any such breach. Grantee agrees to reimburse Grantor for the cost thereof upon demand, together with interest accruing thereon at an annual rate of interest equal to the lesser of: (i) four percent (4%) above the prime rate of interest announced by SunTrust Bank, Central Florida, N.A.; or (ii) the highest rate of interest allowable by law, from and after the date of Grantor's expenditure thereof, until Grantor's receipt of full payment therefor.

7. **Condition of Easement Area; Indemnity.**

a) Grantee acknowledges that it (i) has physically inspected the Easement Area; and (ii) accepts the Easement Area "as is" and "where is" with full knowledge of the condition thereof and subject to all the terms, conditions, restrictions and limitations applicable thereto. Grantee, for and on behalf of itself and its employees, contractors, agents, grantees, and invitees, assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) sustained from the activities, operations or use of the Easement Area (or use of the portions of the Property made available for ingress and egress) by Grantee, its grantees, invitees, employees, contractors, and agents. Grantee (for itself, its grantees, invitees, contractors, and agents and for those claiming by, through or under any of them) shall hereby release, indemnify, defend and hold harmless the Grantor, its Board of Supervisors, the officers, directors, agents, employees and assigns (collectively, "**Indemnitees**") from and against all claims, liabilities, suits, judgments, liens, damages, penalties, fines, interest, costs and expenses (including without limitation, those relating to injuries to persons (including, without limitation, loss of life) or for damage, destruction or theft of property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith, that arise from or relate, directly or indirectly, to: (i) operations on, or the use of, the Easement Area or the Property by Grantee (its grantees, invitees, employees, contractors, and agents, and all of their officers, directors, employees, representatives, and agents); (ii) Hazardous Materials Activities, spills or fire caused by Grantee, its employees, agents, contractors, or invitees, on, over, under, through or across the Easement Area or the Property; (iii) any activity, work or act committed, omitted, permitted or suffered by Grantee (its grantees, invitees, employees, contractors, and agents and any of their officers, directors, employees, representatives, and agents) or caused, in whole or in part, on or about the Easement Area or the Property; (iv) the negligent or willful acts or omissions of Grantee (its grantees, invitees, agents, employees, representatives, or contractors); (v) Grantee's failure to perform any obligations imposed hereunder; (vi) Grantee's use, operation, maintenance, or repair of the Easement Area; (vii) liens by third parties arising out of Grantee's acts or omissions; or (viii) Grantee's failure to abide by any applicable Laws existing or which may be enacted subsequent to the date of this Permanent Easement Agreement. Grantee shall cooperate with the Indemnitees in the defense of any such claims or action including, without limitation, the employment, at the sole expense of Grantee, of legal counsel satisfactory to the Indemnitees. Grantee's liability and the indemnity provided herein shall survive the expiration or sooner termination of this Permanent Easement Agreement, as to events which occurred prior to such expiration or termination.

b) If one or more of the Indemnitees become subject to any claim as to which Grantee is obligated to indemnify such Indemnitee or Indemnitees as aforesaid:

i) Such Indemnitee or Indemnitees and Grantor shall be entitled to approve selection of Grantee's counsel, which approval shall not be unreasonably withheld;

ii) Grantee shall promptly deliver to Grantor and such Indemnitee or Indemnitees copies of all documents and pleadings prepared and filed on its behalf, and Grantee shall monitor and advise and inform Grantor and such Indemnitee or Indemnitees of the progress and status of all developments in any litigation or proceeding; and

iii) any settlement or other resolution of any litigation or proceeding shall result in the full release, discharge and acquittal of Grantor and such Indemnitee or Indemnitees, without any obligation on the part of Grantor or such Indemnitee or Indemnitees to take or refrain from any action whatsoever.

c) Grantee shall not raise as a defense to its obligation to indemnify any comparative or contributing negligence of any of these Indemnitees pursuant to any such provision, it being agreed that comparative or contributing negligence shall not relieve Grantee from its aforesaid obligation to indemnify, nor entitle Grantee to any contribution (either directly or indirectly) by those indemnified (except in instances of Grantor's or such Indemnitee's or Indemnitees' willful misconduct).

8. **Insurance.** Unless otherwise agreed to by Grantor and Grantee, Grantee and Grantee's contractors shall carry (at their own cost and expense), the following insurance:

a) Occurrence basis commercial general liability insurance (including broad form contractual coverage) and automobile liability insurance, each with minimum limits of Five Million Dollars (\$5,000,000.00) combined single limit per occurrence, protecting Grantee from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Grantee hereunder or from or out of any act or omission of Grantee and Grantee's agents or contractors and their related, affiliated and subsidiary companies and the officers, directors, agents, and employees of each, which insurance shall name Grantor as additional insured (the "**Additional Insured**"); and

b) Worker's compensation insurance as required by applicable law (and employer's liability insurance) with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence.

All such insurance required herein shall be with companies licensed to issue insurance in the State of Florida and which have a Best Guide rating of B+ VII or better, shall include a waiver of subrogation, be primary and non contributory and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to Grantor. Upon Grantor's written request, certificates of insurance, together with copies of the binding endorsements identifying the Additional Insured, shall be furnished to Grantor. In the event of any cancellation or reduction of coverage, Grantee shall obtain substitute coverage as required hereunder, without any lapse of coverage to Grantor.

9. **Assignment.** Grantor may, at any time, in its sole discretion, assign, transfer or convey its rights hereunder. Upon any such assignment, transfer or conveyance, the liability of Grantor under this Permanent Easement Agreement shall automatically terminate, and Grantor's assignee, transferee, or grantee (as the case may be) shall be deemed to have assumed and be bound by the obligations of Grantor hereunder. This Permanent Easement Agreement involves the granting of a personal right by Grantor to Grantee and, therefore, neither this Permanent Easement Agreement nor any interest herein or rights hereunder may be assigned, transferred or conveyed in whole or in part by Grantee without the prior written consent of Grantor, which consent may be withheld or approved in Grantor's sole discretion.

10. **No Warranty: Entire Agreement.** Grantor makes no representations, statements, warranties or agreements to Grantee in connection with this Permanent Easement Agreement or the Easement Area, other than as may be set forth herein. This Permanent Easement Agreement embodies the entire understanding of the parties hereto, and supersedes all prior discussions and agreements between the parties hereto, and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof. This Permanent Easement Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto, in the same manner as executed herein. Notwithstanding anything to the contrary set forth in this Permanent Easement Agreement, Grantee acknowledges and agrees that Grantee's use of the Easement Area is at its own risk and neither Grantor nor the Indemnitees (as hereinabove defined) shall have any liability or obligation for or with respect to any loss or damage to any of Grantee's Communication Lines, arising out of or related to Grantor's or the Indemnitees' use of or activities within the Easement Area.

11. **Notices.** Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed given and received: (i) on the same day it is personally delivered to the intended recipient at the address set forth below; (ii) upon confirmation of successful transmission (if sent by facsimile transmission) to the intended recipient at the facsimile number set forth below provided that a copy of such notice is contemporaneously sent by one of the other methods of delivery set forth herein (it being understood and agreed, however, that such notice shall be deemed received upon receipt of electronic transmission); (iii) the next business day if sent by reputable overnight courier to the intended recipient at the address set forth below; or (iv) three business days after it is deposited in the United States registered or certified mail, postage prepaid, return receipt requested, to the address set forth below:

If to Grantor: Central Florida Tourism Oversight District
1900 Hotel Plaza Boulevard, P.O. Box 690519
Orlando, Florida 32869-0519
Attn: District Administrator

With a copy to: Central Florida Tourism Oversight District
1900 Hotel Plaza Boulevard, P.O. Box 690519
Orlando, Florida 32869-0519
Attn: Legal Counsel

If to Grantee: Summit Broadband Inc.
4558 35th Street
Orlando, Florida 32811
Attn: Contract Administration
Facsimile: (407) 966-8901

12. **Counterparts.** This Permanent Easement Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

13. **Governing Law.** This Permanent Easement Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida.

14. **Jurisdiction.** Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Permanent Easement Agreement, or arising out of any matter pertaining to this Permanent Easement Agreement, shall be exclusively submitted for trial before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; or, if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then before any other court sitting in Orange County, Florida, having subject matter jurisdiction. The parties consent and submit to the exclusive jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto and expressly waive all rights to trial by jury for any matters arising under this Agreement.

15. **Binding Obligations.** This Permanent Easement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted legal representatives.

16. **Construction of Agreement.** This Permanent Easement Agreement has been fully reviewed and approved by the parties hereto and their respective counsel. Accordingly, in interpreting this Permanent Easement Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted. Paragraph headings are for convenience only and shall not be deemed a part of this Permanent Easement Agreement or considered in construing this Permanent Easement Agreement.

17. **No Implied Waiver.** No course of dealing between the parties and no delay in exercising any right, power or remedy conferred hereby or now hereafter existing at Law, in equity, by statute or otherwise shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy. All waivers, if any, of any or all of the foregoing rights, powers or remedies must be in writing.

18. **Attorneys' Fees and Costs.** If either party files suit or brings a judicial action or proceeding against the other to recover any sum due hereunder or for default or breach of any of the covenants, terms or conditions herein contained, the party which substantially prevails in any such suit, action or proceeding shall be entitled to receive from the other party such prevailing party's actual costs, fees and expenses reasonably incurred (including the fees and expenses of attorneys and paraprofessionals) in connection with such suit, action or proceeding (whether or not such costs, fees and expenses are taxable to the other party as such by any Law) through any and all final appeals arising out of such suit, action or proceeding.

19. **No Public Rights Created.** Nothing herein shall create or be construed to create any rights in and/or for the benefit of the general public in or to the Easement Area or the easement granted hereby.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK– SIGNATURES
APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Permanent Easement Agreement effective as of the date on which the last of Grantor or Grantee executed this Permanent Easement Agreement, as indicated below (the “**Effective Date**”).

WITNESSES TO GRANTOR:

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT,
a public corporation and public body corporate and politic of the State of Florida

(Signature)

(Print Name)

(Address)

By: _____ (Signature)
S. C. Kopelousos, District Administrator

Dated: _____

(Signature)

(Print Name)

(Address)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by **S. C. Kopelousos**, as District Administrator of the **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is personally known to me or produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

WITNESSES TO GRANTEE:

SUMMIT BROADBAND INC.,
a Florida corporation

_____ (Signature)

_____ (Print Name)

_____ (Address)

_____ (Signature)

_____ (Print Name)

_____ (Address)

By: _____ (Signature)

_____ (Print Name)

Its: _____ (Title)

Dated: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____, as _____ of **SUMMIT BROADBAND INC.**, a Florida corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He/She is personally known to me or produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

EXHIBIT "A"

Description of Permanent Easement Area (1 of 18)

LEGAL DESCRIPTION

PARCEL "WORLDWIDE COMM ESMT-1":

A PARCEL OF LAND LYING IN SECTIONS 21 AND 28, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH QUARTER CORNER OF SAID SECTION 21; THENCE SOUTH 89°49'36" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 25.00 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 00°07'03" WEST, A DISTANCE OF 54.13 FEET; THENCE SOUTH 81°14'06" EAST, A DISTANCE OF 128.69 FEET; THENCE SOUTH 00°54'43" EAST, A DISTANCE OF 88.99 FEET; THENCE SOUTH 02°22'56" WEST, A DISTANCE OF 66.29 FEET; THENCE SOUTH 04°54'29" WEST, A DISTANCE OF 70.80 FEET; THENCE SOUTH 06°42'37" WEST, A DISTANCE OF 57.89 FEET; THENCE SOUTH 11°51'37" WEST, A DISTANCE OF 90.64 FEET; THENCE SOUTH 04°33'23" WEST, A DISTANCE OF 48.48 FEET; THENCE SOUTH 05°36'38" EAST, A DISTANCE OF 36.80 FEET; THENCE SOUTH 03°42'48" WEST, A DISTANCE OF 51.36 FEET; THENCE SOUTH 06°49'22" WEST, A DISTANCE OF 81.75 FEET; THENCE SOUTH 00°52'34" EAST, A DISTANCE OF 96.03 FEET; THENCE SOUTH 07°45'30" EAST, A DISTANCE OF 21.81 FEET; THENCE SOUTH 00°33'11" WEST, A DISTANCE OF 134.34 FEET; THENCE SOUTH 01°59'20" EAST, A DISTANCE OF 78.62 FEET; THENCE SOUTH 00°08'41" WEST, A DISTANCE OF 186.49 FEET; THENCE SOUTH 00°24'50" EAST, A DISTANCE OF 103.90 FEET; THENCE SOUTH 03°19'35" EAST, A DISTANCE OF 55.36 FEET; THENCE SOUTH 00°36'08" EAST, A DISTANCE OF 79.53 FEET; THENCE SOUTH 09°20'07" EAST, A DISTANCE OF 37.20 FEET; THENCE SOUTH 01°45'32" EAST, A DISTANCE OF 62.39 FEET; THENCE NORTH 47°37'26" EAST, A DISTANCE OF 6.43 FEET; THENCE NORTH 00°12'16" WEST, A DISTANCE OF 22.16 FEET; THENCE NORTH 49°18'46" EAST, A DISTANCE OF 8.82 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF HARTZOG ROAD ACCORDING TO OFFICIAL RECORDS BOOK 10815, PAGE 4619 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE SOUTH 00°12'16" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 6.57 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 49°18'46" WEST, A DISTANCE OF 2.24 FEET; THENCE SOUTH 00°12'16" EAST, A DISTANCE OF 26.50 FEET; THENCE SOUTH 10°07'07" WEST, A DISTANCE OF 21.25 FEET; THENCE SOUTH 00°37'30" EAST, A DISTANCE OF 24.35 FEET; THENCE SOUTH 10°19'35" EAST, A DISTANCE OF 30.36 FEET TO THE ABOVE MENTIONED EASTERLY RIGHT-OF-WAY LINE OF HARTZOG ROAD ACCORDING TO OFFICIAL RECORDS BOOK 10815, PAGE 4619 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, RUN THE FOLLOWING THREE COURSES: (1) SOUTH 00°12'16" EAST, A DISTANCE OF 47.93 FEET; (2) SOUTH 14°29'10" WEST, A DISTANCE OF 29.80 FEET; (3) SOUTH 00°26'36" WEST, A DISTANCE OF 17.34 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 55°32'02" WEST, A DISTANCE OF 11.56 FEET; THENCE SOUTH 23°51'43" WEST, A DISTANCE OF 14.91 FEET; THENCE SOUTH 19°18'56" EAST, A DISTANCE OF 10.15 FEET; THENCE SOUTH 31°23'28" WEST, A DISTANCE OF 7.14 FEET; THENCE SOUTH 00°22'10" WEST, A DISTANCE OF 7.94 FEET; THENCE SOUTH 24°14'22" EAST, A DISTANCE OF 15.69 FEET; THENCE SOUTH 08°04'15" EAST, A DISTANCE OF 9.49 FEET; THENCE SOUTH 04°18'57" WEST, A DISTANCE OF 114.46 FEET; THENCE SOUTH 03°49'16" WEST, A DISTANCE OF 94.19 FEET; THENCE SOUTH 25°16'30" WEST, A DISTANCE OF 29.90 FEET; THENCE SOUTH 08°05'57" WEST, A DISTANCE OF 87.38 FEET; THENCE SOUTH 14°27'08" WEST, A DISTANCE OF 21.47 FEET; THENCE SOUTH 08°05'57" WEST, A DISTANCE OF 67.76 FEET; THENCE SOUTH 06°09'23" WEST, A DISTANCE OF 37.63 FEET; THENCE SOUTH 13°06'41" WEST, A DISTANCE OF 47.95 FEET; THENCE SOUTH 03°50'35" WEST, A DISTANCE OF 51.43 FEET THE ABOVE MENTIONED EASTERLY RIGHT-OF-WAY LINE OF HARTZOG ROAD

SKETCH ON SHEETS 6 THROUGH 14
SEE SHEET 15 THROUGH 18 FOR LINE TABLE AND CURVE DATA TABLE

DESCRIPTION CONTINUE ON SHEET 2
SHEET 1 OF 18

PREPARED FOR:
WORLDWIDE FIBER OPTICS, INC

DATE: 08/31/2023 SCALE: N/A

PROJECT #: 22-0355.002

DESIGN: MV CHECKED: FL

THIS SKETCH AND DESCRIPTION PER SJ-17.052(6) F.A.C. IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

 8-31-2023

FRANK LOPEZ DATE
PROFESSIONAL SURVEYOR AND MAPPER # 7001
STATE OF FLORIDA



Phone: (407) 896-0594

CERTIFICATE OF AUTHORIZATION #2648

941 Lake Baldwin Lane - Orlando, Florida 32814

EXHIBIT "A"

Description of Permanent Easement Area (2 of 18)

LEGAL DESCRIPTION (CONTINUE)
PARCEL "WORLDWIDE COMM ESMT-1":

ACCORDING TO OFFICIAL RECORDS BOOK 10815, PAGE 4619 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 14°56'31" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 6.73 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 00°07'03" WEST, A DISTANCE OF 6.59 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 28°09'29" WEST, A DISTANCE OF 7.93 FEET TO THE SOUTH LINE OF THE NORTH 3/4 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/2 OF SECTION 28, TOWNSHIP 24 SOUTH, RANGE 27 EAST; THENCE SOUTH 21°31'13" WEST, A DISTANCE OF 73.45 FEET; THENCE SOUTH 16°29'55" WEST, A DISTANCE OF 56.93 FEET; THENCE NORTH 73°30'05" WEST, A DISTANCE OF 5.00 FEET; THENCE NORTH 16°29' 55"EAST, A DISTANCE OF 2.27 FEET; THENCE NORTH 13°26'02" WEST, A DISTANCE OF 89.01 FEET; THENCE NORTH 17°50'38" WEST, A DISTANCE OF 38.84 FEET; THENCE NORTH 10°11'29" WEST, A DISTANCE OF 46.12 FEET; THENCE NORTH 42°57'54" WEST, A DISTANCE OF 62.41 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF HARTZOG ROAD ACCORDING TO THE PLAT OF WESTERLY APARTMENTS AS RECORDED IN PLAT BOOK 103, PAGES 46 THROUGH 48 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 12°28'54" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 6.07 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 42°57'54" EAST, A DISTANCE OF 67.32 FEET; THENCE SOUTH 10°11'29" EAST, A DISTANCE OF 47.26 FEET; THENCE SOUTH 17°50'38" EAST, A DISTANCE OF 38.70 FEET; THENCE SOUTH 13°26'02" EAST, A DISTANCE OF 80.52 FEET; THENCE NORTH 16°29'55" EAST, A DISTANCE OF 44.88 FEET; THENCE NORTH 21°31'20" EAST, A DISTANCE OF 73.93 FEET; THENCE NORTH 28°09'29" EAST, A DISTANCE OF 9.69 FEET; THENCE NORTH 03°40'08" EAST, A DISTANCE OF 61.65 FEET; THENCE NORTH 13°07'41" EAST, A DISTANCE OF 48.03 FEET; THENCE NORTH 06°09'06" EAST, A DISTANCE OF 37.48 FEET; THENCE NORTH 08°05'57" EAST, A DISTANCE OF 68.04 FEET; THENCE NORTH 14°27'08" EAST, A DISTANCE OF 21.47 FEET; THENCE NORTH 08°05'57" EAST, A DISTANCE OF 87.94 FEET; THENCE NORTH 25°21'04" EAST, A DISTANCE OF 29.77 FEET; THENCE NORTH 03°46'50" EAST, A DISTANCE OF 93.25 FEET; THENCE NORTH 04°19'20" EAST, A DISTANCE OF 113.78 FEET; THENCE NORTH 08°04'15" WEST, A DISTANCE OF 8.12 FEET; THENCE NORTH 23°52'59" WEST, A DISTANCE OF 16.35 FEET; THENCE NORTH 00°22'10" EAST, A DISTANCE OF 10.29 FEET; THENCE NORTH 31°23'28" EAST, A DISTANCE OF 6.16 FEET; THENCE NORTH 19°18'56" WEST, A DISTANCE OF 9.76 FEET; THENCE NORTH 23°51'43" EAST, A DISTANCE OF 18.31 FEET; THENCE NORTH 55°32'02" EAST, A DISTANCE OF 10.37 FEET; THENCE NORTH 00°26'36" EAST, A DISTANCE OF 15.35 FEET; THENCE NORTH 14°29'10" EAST, A DISTANCE OF 29.77 FEET; THENCE NORTH 00°12'16" WEST, A DISTANCE OF 46.16 FEET; THENCE NORTH 10°19'35" WEST, A DISTANCE OF 31.03 FEET; THENCE NORTH 00°37'30" WEST, A DISTANCE OF 25.27 FEET; THENCE NORTH 10°07'07" EAST, A DISTANCE OF 20.45 FEET; THENCE SOUTH 47°37'26" WEST, A DISTANCE OF 12.41 FEET; THENCE NORTH 01°45'32" WEST, A DISTANCE OF 72.94 FEET; THENCE NORTH 09°20'07" WEST, A DISTANCE OF 37.25 FEET; THENCE NORTH 00°36'08" WEST, A DISTANCE OF 79.80 FEET; THENCE NORTH 03°19'35" WEST, A DISTANCE OF 55.36 FEET; THENCE NORTH 00°24'50" WEST, A DISTANCE OF 104.05 FEET; THENCE NORTH 00°08'41" EAST, A DISTANCE OF 186.42 FEET; THENCE NORTH 01°59'20" WEST, A DISTANCE OF 78.64 FEET; THENCE NORTH 00°33'11" EAST, A DISTANCE OF 134.09 FEET; THENCE NORTH 07°45'30" WEST, A DISTANCE OF 21.75 FEET; THENCE NORTH 00°52'34" WEST, A DISTANCE OF 96.66 FEET; THENCE NORTH 06°49'22" EAST, A DISTANCE OF 81.95 FEET; THENCE NORTH 03°42'48" EAST, A DISTANCE OF 50.81 FEET; THENCE NORTH 05°36'38" WEST, A DISTANCE OF 36.84 FEET; THENCE NORTH 04°33'23" EAST, A DISTANCE OF 49.25 FEET; THENCE NORTH 11°51'37" EAST, A DISTANCE OF


SKETCH ON SHEETS 6 THROUGH 14
SEE SHEET 15 THROUGH 18 FOR LINE TABLE AND CURVE DATA TABLE

DESCRIPTION CONTINUE ON SHEET 3
SHEET 2 OF 18

PREPARED FOR:
WORLDWIDE FIBER OPTICS, INC

DATE: 08/31/2023 SCALE: N/A
PROJECT #: 22-0355.002
DESIGN: MV CHECKED: FL

THIS SKETCH AND DESCRIPTION PER 51-17.052(6) F.A.C. IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.


DATE 8-31-2023
FRANK LOPEZ DATE
PROFESSIONAL SURVEYOR AND MAPPER # 7001
STATE OF FLORIDA



Phone: (407) 896-0594
CERTIFICATE OF AUTHORIZATION #2648
941 Lake Baldwin Lane - Orlando, Florida 32814

EXHIBIT "A"

Description of Permanent Easement Area (3 of 18)

LEGAL DESCRIPTION (CONTINUE)
PARCEL "WORLDWIDE COMM ESMT-1":


90.74 FEET; THENCE NORTH 06°42'37" EAST, A DISTANCE OF 57.62 FEET; THENCE NORTH 04°54'40" EAST, A DISTANCE OF 70.46 FEET; THENCE NORTH 02°22'56" EAST, A DISTANCE OF 66.14 FEET; THENCE NORTH 00°54'43" WEST, A DISTANCE OF 84.63 FEET; THENCE NORTH 81°14'06" WEST, A DISTANCE OF 128.76 FEET TO THE WEST RIGHT-OF WAY LINE OF SAID HARTZOG ROAD ACCORDING TO DEED BOOK 839, PAGE 455 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 00°07'03" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 58.41 FEET TO SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE SOUTH 89°49'36" WEST, ALONG SAID SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 3.00 FEET; THENCE DEPARTING SAID LINE, NORTH 00°05'32" EAST, A DISTANCE OF 44.41 FEET; THENCE NORTH 09°35'36" WEST, A DISTANCE OF 99.73 FEET; THENCE NORTH 12°16'41" WEST, A DISTANCE OF 66.79 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2,148.56 FEET; THENCE FROM A CHORD BEARING AND DISTANCE OF NORTH 11°35'45" WEST, 51.15 FEET, RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 51.15 FEET, THROUGH A CENTRAL ANGLE OF 01°21'50" TO THE END OF SAID CURVE; THENCE NORTH 04°54'50" EAST, A DISTANCE OF 29.23 FEET; THENCE NORTH 18°57'36" WEST, A DISTANCE OF 47.55 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 2,148.56 FEET; THENCE FROM A CHORD BEARING AND DISTANCE OF NORTH 05°13'35" WEST, 275.93 FEET, RUN NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 276.12 FEET, THROUGH A CENTRAL ANGLE OF 07°21'48" TO THE END OF SAID CURVE; THENCE NORTH 25°50'16" WEST, A DISTANCE OF 14.80 FEET; THENCE NORTH 15°33'12" WEST, A DISTANCE OF 28.10 FEET; THENCE NORTH 02°57'13" WEST, A DISTANCE OF 152.27 FEET; THENCE NORTH 06°43'26" EAST, A DISTANCE OF 148.02 FEET; THENCE NORTH 09°50'07" EAST, A DISTANCE OF 190.69 FEET; THENCE NORTH 22°39'39" EAST, A DISTANCE OF 70.73 FEET; THENCE NORTH 16°43'16" EAST, A DISTANCE OF 276.27 FEET; THENCE NORTH 15°52'48" EAST, A DISTANCE OF 117.52 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 699.00 FEET; THENCE FROM A CHORD BEARING AND DISTANCE OF NORTH 05°53'52" WEST, 295.30 FEET, RUN NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 297.54 FEET, THROUGH A CENTRAL ANGLE OF 24°23'21" TO THE END OF SAID CURVE; THENCE NORTH 22°54'00" WEST, A DISTANCE OF 158.67 FEET; THENCE NORTH 37°47'17" WEST, A DISTANCE OF 3.27 FEET; THENCE SOUTH 51°15'12" WEST, A DISTANCE OF 4.96 FEET; THENCE NORTH 38°44'48" WEST, A DISTANCE OF 5.00 FEET; THENCE NORTH 51°15'12" EAST, A DISTANCE OF 5.04 FEET; THENCE NORTH 37°47'17" WEST, A DISTANCE OF 10.81 FEET; THENCE SOUTH 87°37'01" WEST, A DISTANCE OF 21.32 FEET; THENCE SOUTH 62°37'13" WEST, A DISTANCE OF 82.68 FEET; THENCE SOUTH 77°57'20" WEST, A DISTANCE OF 49.99 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 364.50 FEET; THENCE FROM A CHORD BEARING AND DISTANCE OF SOUTH 79°05'43" WEST, 137.91 FEET, RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 138.75 FEET, THROUGH A CENTRAL ANGLE OF 21°48'35" TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 477.77 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 556.50 FEET; THENCE FROM A CHORD BEARING AND DISTANCE OF SOUTH 77°40'55" WEST, 237.45 FEET, RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 239.29 FEET, THROUGH A CENTRAL ANGLE OF 24°38'10" TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 65°21'49" WEST, A DISTANCE OF 179.60 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A

SKETCH ON SHEETS 6 THROUGH 14
 SEE SHEET 15 THROUGH 18 FOR LINE TABLE AND CURVE DATA TABLE

DESCRIPTION CONTINUE ON SHEET 4
 SHEET 3 OF 18

PREPARED FOR:
 WORLDWIDE FIBER OPTICS, INC
 DATE: 08/31/2023 SCALE: N/A
 PROJECT #: 22-0355.002
 DESIGN: MV CHECKED: FL

THIS SKETCH AND DESCRIPTION PER SJ-17.052(6) F.A.C. IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

 8-31-2023
 FRANK LOPEZ DATE
 PROFESSIONAL SURVEYOR AND MAPPER # 7001
 STATE OF FLORIDA

 **DRMP**
 ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
 Phone: (407) 896-0594
 CERTIFICATE OF AUTHORIZATION #2648
 941 Lake Baldwin Lane - Orlando, Florida 32814

EXHIBIT "A"

Description of Permanent Easement Area (4 of 18)

LEGAL DESCRIPTION (CONTINUE)
PARCEL "WORLDWIDE COMM ESMT-1":

RADIUS OF 356.50 FEET; THENCE FROM A CHORD BEARING AND DISTANCE OF SOUTH 38°07'51" WEST, 326.27 FEET, RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 338.89 FEET, THROUGH A CENTRAL ANGLE OF 54°27'56" TO THE END OF SAID CURVE; THENCE NORTH 79°06'38" WEST, A DISTANCE OF 92.48 FEET; THENCE NORTH 01°07'38" EAST, A DISTANCE OF 11.31 FEET; THENCE NORTH 68°09'31" WEST, A DISTANCE OF 4.02 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF FLAGLER AVENUE ACCORDING TO OFFICIAL RECORDS BOOK 9836, PAGE 4485 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 12°42'53" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 5.06 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH 68°09'31" EAST, A DISTANCE OF 8.28 FEET; THENCE SOUTH 01°07'38" WEST, A DISTANCE OF 10.55 FEET; THENCE SOUTH 79°06'38" EAST, A DISTANCE OF 83.30 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 361.50 FEET; THENCE FROM A CHORD BEARING AND DISTANCE OF NORTH 38°31'38" EAST, 326.40 FEET, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 338.64 FEET, THROUGH A CENTRAL ANGLE OF 53°40'24" TO POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 65°21'49" EAST, A DISTANCE OF 179.60 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 561.50 FEET; THENCE FROM A CHORD BEARING AND DISTANCE OF NORTH 66°12'41" EAST, 16.61 FEET, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 16.62 FEET, THROUGH A CENTRAL ANGLE OF 01°41'44" TO THE END OF SAID CURVE; THENCE NORTH 24°23'35" WEST, A DISTANCE OF 93.53 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF FLAGLER AVENUE ACCORDING TO OFFICIAL RECORDS BOOK 9836, PAGE 4485 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 67°04'15" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 5.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH 24°23'35" EAST, A DISTANCE OF 93.55 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 561.50 FEET; THENCE FROM A CHORD BEARING AND DISTANCE OF NORTH 78°47'05" EAST, 218.42 FEET, RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 219.82 FEET, THROUGH A CENTRAL ANGLE OF 22°25'49" TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 157.94 FEET; THENCE NORTH 01°04'28" WEST, A DISTANCE OF 93.52 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF FLAGLER AVENUE ACCORDING TO OFFICIAL RECORDS BOOK 9836, PAGE 4485 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 90°00'00" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 5.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH 01°04'28" EAST, A DISTANCE OF 93.52 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 314.82 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 359.50 FEET; THENCE FROM A CHORD BEARING AND DISTANCE OF NORTH 79°03'40" EAST, 136.44 FEET, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 137.27 FEET, THROUGH A CENTRAL ANGLE OF 21°52'39" TO THE END OF SAID CURVE; THENCE NORTH 77°57'20" EAST, A DISTANCE OF 49.75 FEET; THENCE NORTH 62°37'13" EAST, A DISTANCE OF 83.12 FEET; THENCE NORTH 87°37'01" EAST, A DISTANCE OF 21.28 FEET; THENCE NORTH 25°24'31" WEST, A DISTANCE OF 187.48 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1595.00 FEET; THENCE FROM A CHORD BEARING AND DISTANCE OF NORTH 24°06'42" WEST, 72.21 FEET, RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 72.22 FEET, THROUGH A CENTRAL ANGLE OF 02°35'39" TO THE END OF SAID CURVE; THENCE SOUTH 65°32'46" WEST, A DISTANCE OF 9.99 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID HARTZOG ROAD

SKETCH ON SHEETS 6 THROUGH 14
SEE SHEET 15 THROUGH 18 FOR LINE TABLE AND CURVE DATA TABLE

DESCRIPTION CONTINUE ON SHEET 5
SHEET 4 OF 18

PREPARED FOR:
WORLDWIDE FIBER OPTICS, INC

DATE: 08/31/2023 SCALE: N/A
PROJECT #: 22-0355.002
DESIGN: MV CHECKED: FL

THIS SKETCH AND DESCRIPTION PER 5J-17.052(6) F.A.C.
IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND
MAPPER.

 8-31-2023
FRANK LOPEZ DATE
PROFESSIONAL SURVEYOR AND MAPPER # 7001
STATE OF FLORIDA



DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
Phone: (407) 896-0594
CERTIFICATE OF AUTHORIZATION #2648
941 Lake Baldwin Lane - Orlando, Florida 32814

EXHIBIT "A"

Description of Permanent Easement Area (5 of 18)

LEGAL DESCRIPTION (CONTINUE)
PARCEL "WORLDWIDE COMM ESMT-1":

ACCORDING TO OFFICIAL RECORDS BOOK 9836, PAGE 4485 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 22°38'52" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 9.56 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH 60°35'35" EAST, A DISTANCE OF 5.64 FEET; THENCE NORTH 65°32'46" EAST, A DISTANCE OF 11.52 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1590.00 FEET; THENCE FROM A CHORD BEARING AND DISTANCE OF SOUTH 24°01'08" EAST, 77.13 FEET, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 77.14 FEET, THROUGH A CENTRAL ANGLE OF 02°46'47" TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 25°24'31" EAST, A DISTANCE OF 196.09 FEET; THENCE SOUTH 37°47'17" EAST, A DISTANCE OF 14.98 FEET; THENCE SOUTH 22°54'00" EAST, A DISTANCE OF 159.53 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 704.00 FEET; THENCE FROM A CHORD BEARING AND DISTANCE OF SOUTH 05°53'19" EAST, 298.05 FEET, RUN SOUTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 300.32 FEET, THROUGH A CENTRAL ANGLE OF 24°26'30" TO THE END OF SAID CURVE; THENCE SOUTH 15°52'54" WEST, A DISTANCE OF 118.00 FEET; THENCE SOUTH 16°43'16" WEST, A DISTANCE OF 276.53 FEET; THENCE SOUTH 22°39'39" WEST, A DISTANCE OF 70.43 FEET; THENCE SOUTH 09°50'07" WEST, A DISTANCE OF 189.99 FEET; THENCE SOUTH 06°43'26" WEST, A DISTANCE OF 147.46 FEET; THENCE SOUTH 02°57'13" EAST, A DISTANCE OF 151.30 FEET; THENCE SOUTH 15°33'12" EAST, A DISTANCE OF 27.09 FEET; THENCE SOUTH 25°50'16" EAST, A DISTANCE OF 15.42 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 2143.56 FEET; THENCE FROM A CHORD BEARING AND DISTANCE OF SOUTH 05°12'22" EAST, 275.92 FEET, RUN SOUTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 276.11 FEET, THROUGH A CENTRAL ANGLE OF 07°22'49" TO THE END OF SAID CURVE; THENCE SOUTH 18°57'36" EAST, A DISTANCE OF 48.17 FEET; THENCE SOUTH 04°54'50" WEST, A DISTANCE OF 29.59 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2,143.56 FEET; THENCE FROM A CHORD BEARING AND DISTANCE OF SOUTH 11°36'19" EAST, 50.33 FEET, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 50.34 FEET, THROUGH A CENTRAL ANGLE OF 01°20'44" TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 12°16'41" EAST, A DISTANCE OF 66.90 FEET; THENCE SOUTH 09°35'36" EAST, A DISTANCE OF 100.27 FEET; THENCE SOUTH 00°05'32" WEST, A DISTANCE OF 44.81 FEET; THENCE NORTH 89°49'36" EAST, A DISTANCE OF 3.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.810 ACRES, MORE OR LESS.

SURVEYOR'S NOTES

- 1.) THIS IS NOT A BOUNDARY SURVEY.
- 2.) BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, AS BEING SOUTH 89°49'36" WEST.

SKETCH ON SHEETS 6 THROUGH 14
SEE SHEET 15 THROUGH 18 FOR LINE TABLE AND CURVE DATA TABLE

SHEET 5 OF 18

PREPARED FOR:
WORLDWIDE FIBER OPTICS, INC

DATE: 08/31/2023 SCALE: N/A

PROJECT #: 22-0355.002

DESIGN: MV CHECKED: FL

THIS SKETCH AND DESCRIPTION PER 5J-17.052(6) F.A.C. IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



08-31-2023

FRANK LOPEZ DATE
PROFESSIONAL SURVEYOR AND MAPPER # 7001
STATE OF FLORIDA



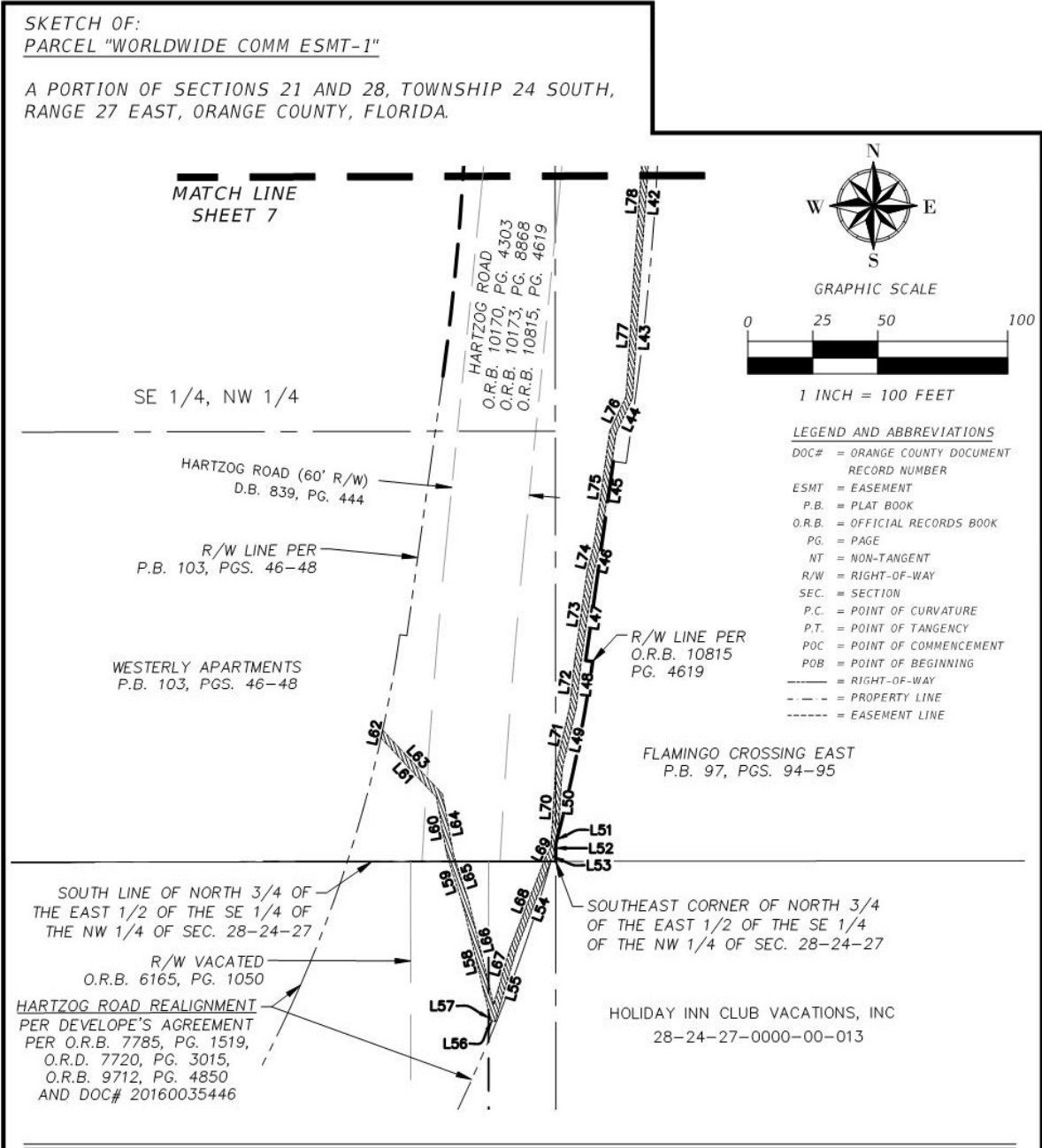
Phone: (407) 896-0594

CERTIFICATE OF AUTHORIZATION #2648

941 Lake Baldwin Lane - Orlando, Florida 32814

EXHIBIT "A"

Description of Permanent Easement Area (6 of 18)



SEE SHEET 15 THROUGH 18 FOR LINE TABLE AND CURVE DATA TABLE
 DESCRIPTION ON SHEETS 1 THROUGH 4. THIS SKETCH IS NOT A SURVEY SHEET 6 OF 18

PREPARED FOR:
 WORLDWIDE FIBER OPTICS, INC.

DATE: 08/31/2023 SCALE: 1:100

PROJECT #: 22-0355.002

DESIGN: MV CHECKED: FL

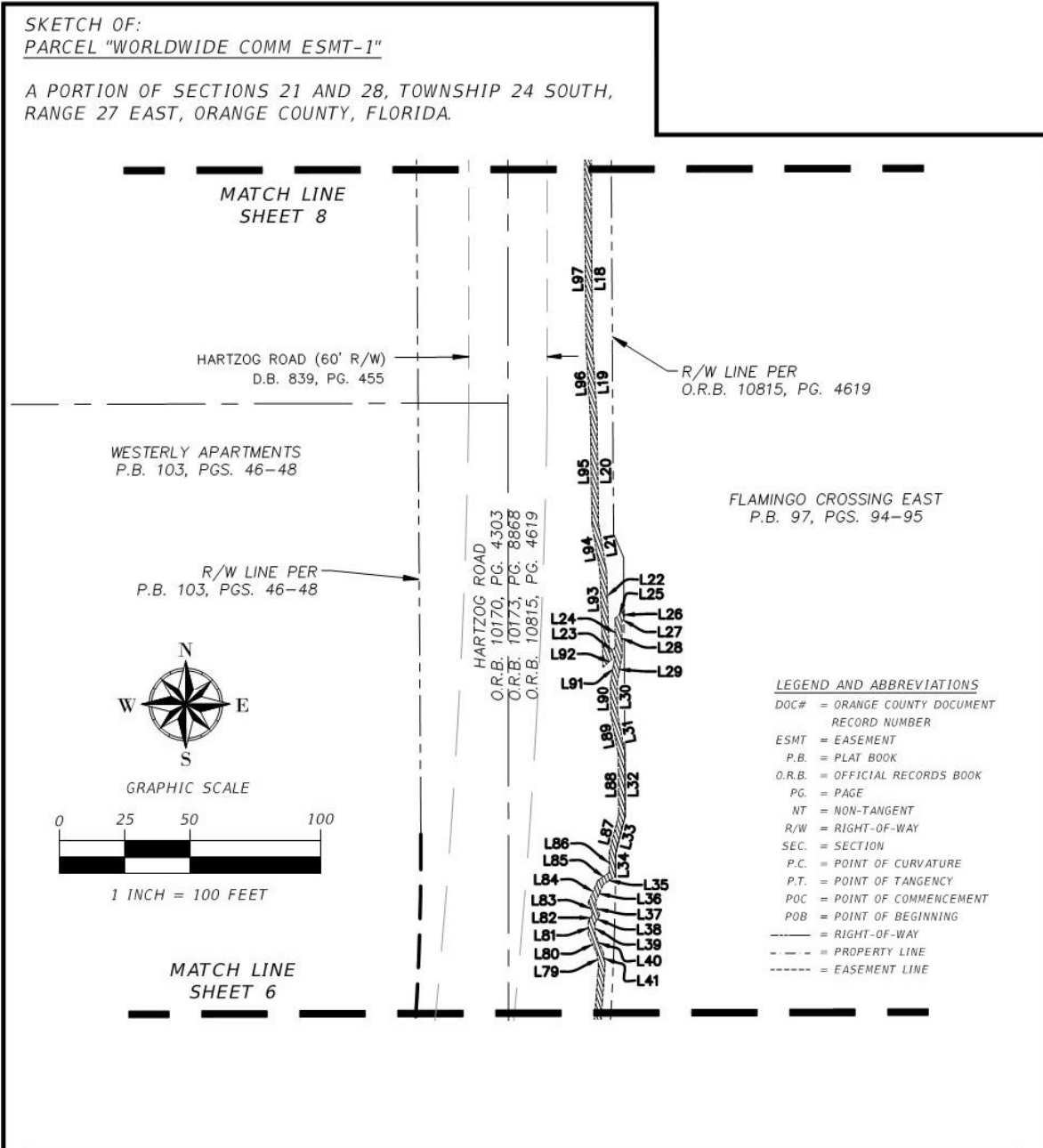
DATE	REVISIONS

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EXHIBIT "A"

Description of Permanent Easement Area (7 of 18)



SEE SHEET 15 THROUGH 18 FOR LINE TABLE AND CURVE DATA TABLE
 DESCRIPTION ON SHEETS 1 THROUGH 4. THIS SKETCH IS NOT A SURVEY

SHEET 7 OF 18

PREPARED FOR:
 WORLDWIDE FIBER OPTICS, INC.

DATE: 08/31/2023 SCALE: 1:100

PROJECT #: 22-0355.002

DESIGN: MV CHECKED: FL

DATE	REVISIONS

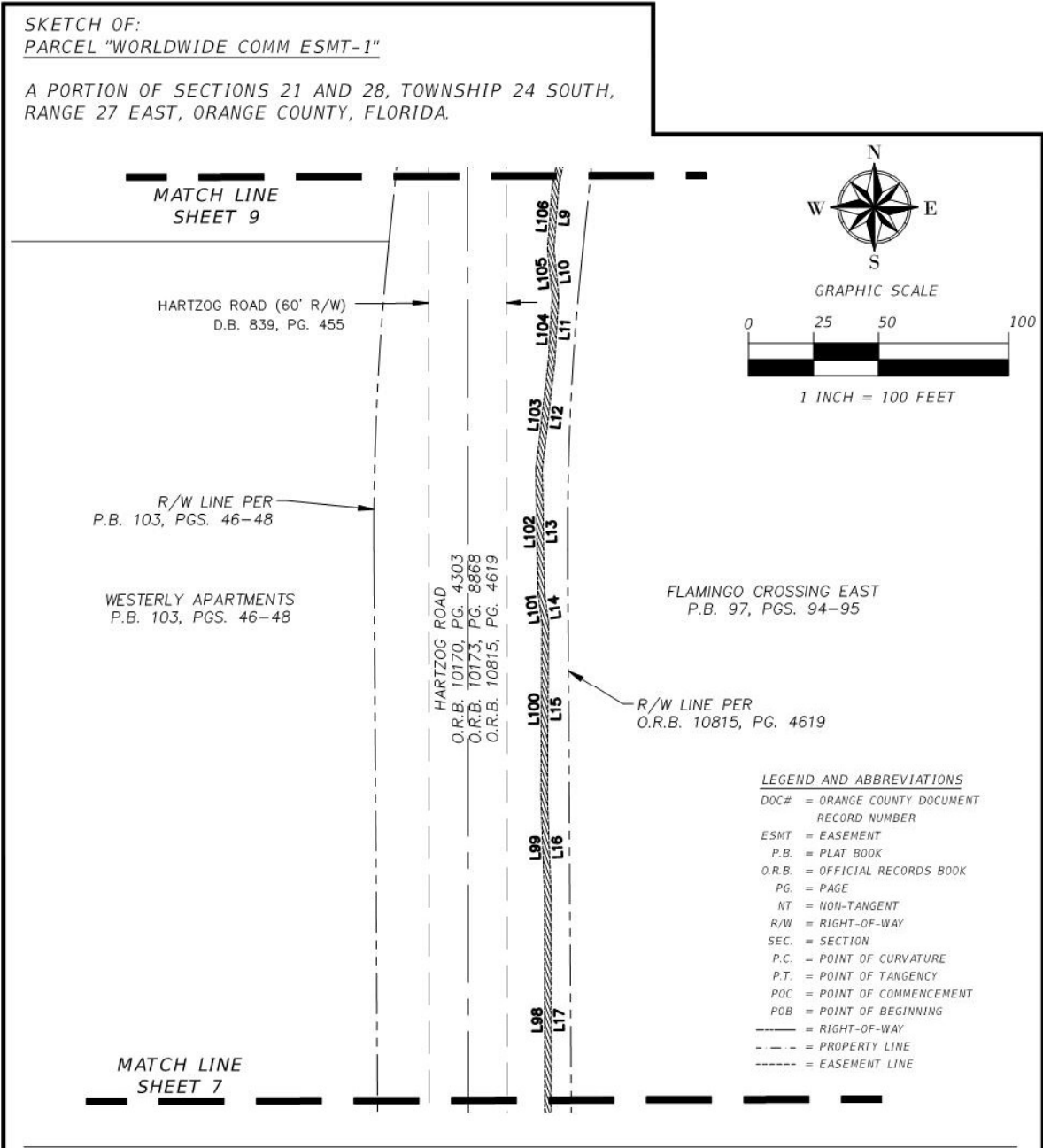


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EXHIBIT "A"

Description of Permanent Easement Area (8 of 18)



SEE SHEET 15 THROUGH 18 FOR LINE TABLE AND CURVE DATA TABLE
 DESCRIPTION ON SHEETS 1 THROUGH 4. THIS SKETCH IS NOT A SURVEY

SHEET 8 OF 18

PREPARED FOR:
 WORLDWIDE FIBER OPTICS, INC.

DATE: 08/31/2023 SCALE: 1:100

PROJECT #: 22-0355.002

DESIGN: MV CHECKED: FL

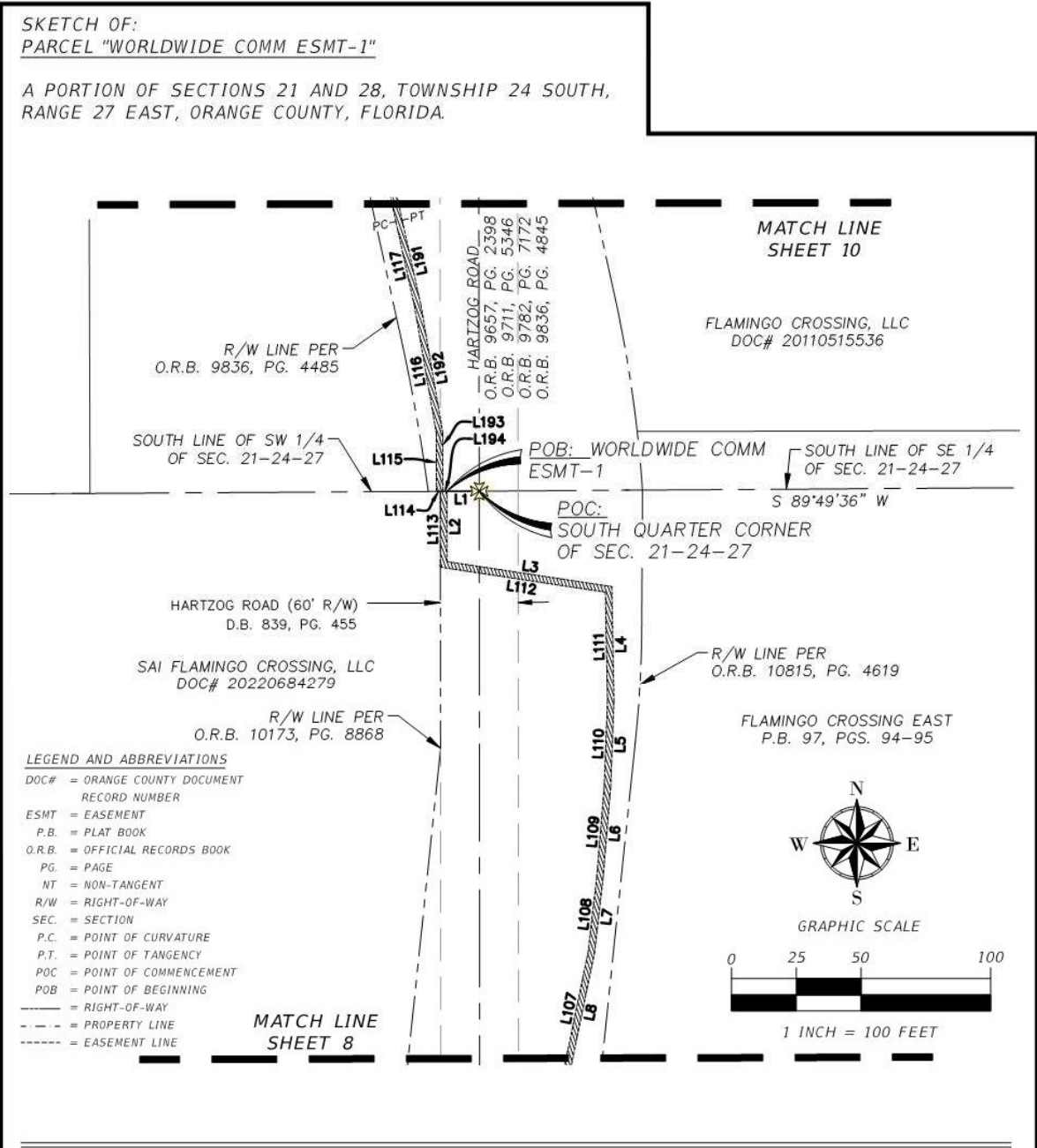
DATE	REVISIONS

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 941 Lake Baldwin Lane - Orlando, Florida 32814

EXHIBIT "A"

Description of Permanent Easement Area (9 of 18)



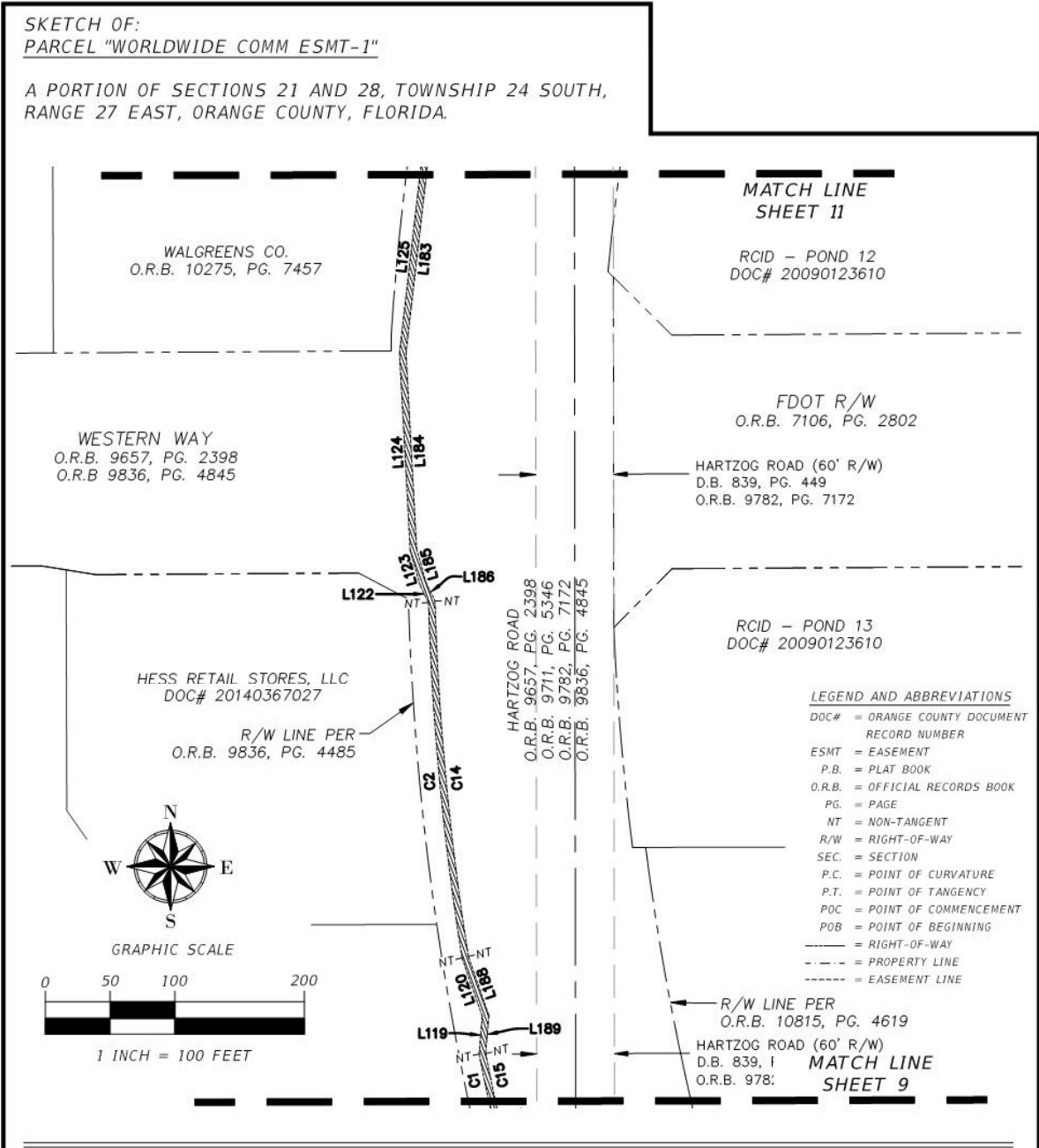
SEE SHEET 15 THROUGH 18 FOR LINE TABLE AND CURVE DATA TABLE
 DESCRIPTION ON SHEETS 1 THROUGH 4. THIS SKETCH IS NOT A SURVEY SHEET 9 OF 18

PREPARED FOR: WORLDWIDE FIBER OPTICS, INC.		
DATE: 08/31/2023 SCALE: 1:100		
PROJECT #: 22-0355.002		
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 941 Lake Baldwin Lane - Orlando, Florida 32814

EXHIBIT "A"

Description of Permanent Easement Area (10 of 18)



SEE SHEET 15 THROUGH 18 FOR LINE TABLE AND CURVE DATA TABLE
 DESCRIPTION ON SHEETS 1 THROUGH 4. THIS SKETCH IS NOT A SURVEY SHEET 10 OF 18


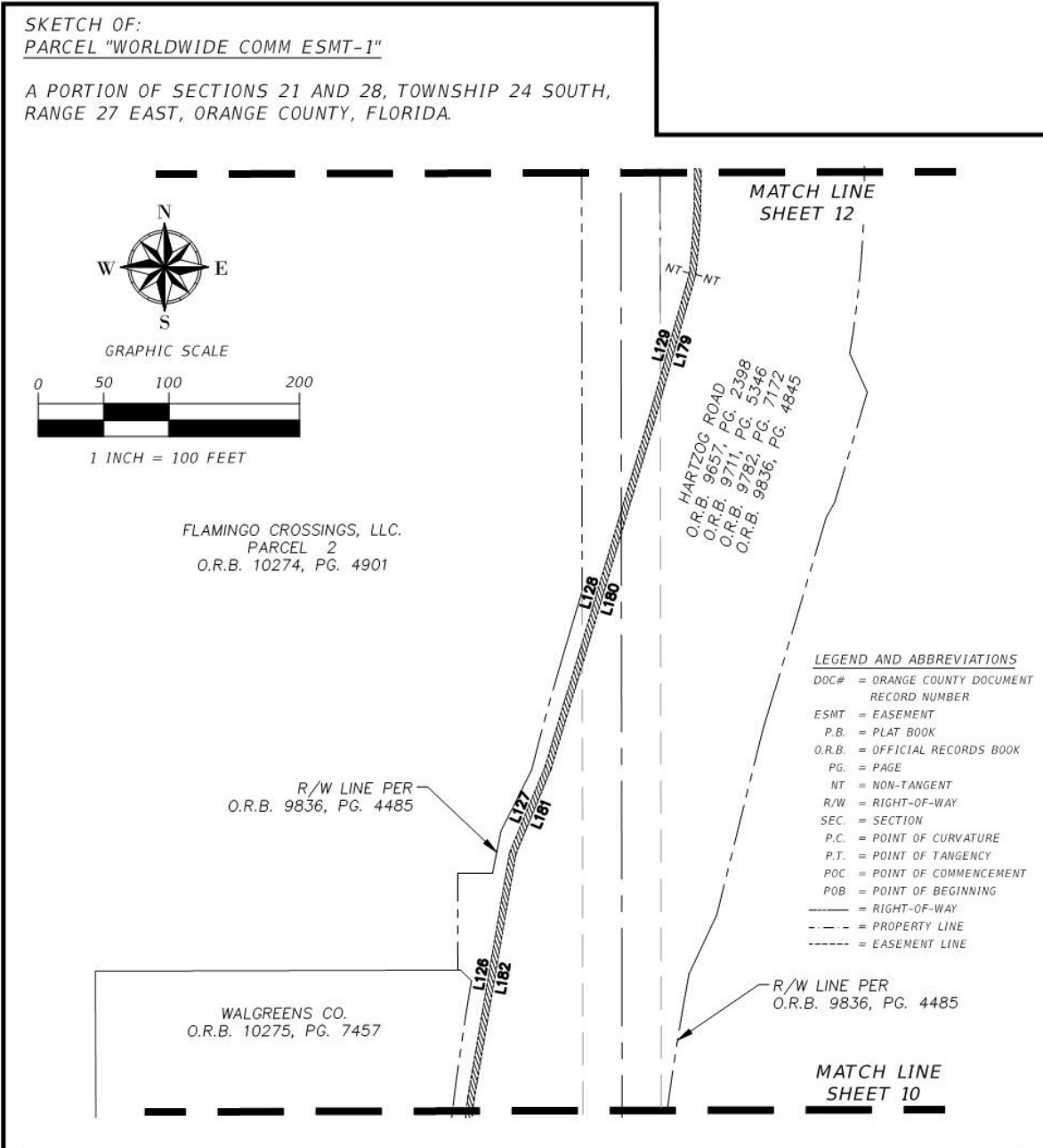
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DATE	REVISIONS											

EXHIBIT "A"

Description of Permanent Easement Area (11 of 18)



SEE SHEET 15 THROUGH 18 FOR LINE TABLE AND CURVE DATA TABLE
 DESCRIPTION ON SHEETS 1 THROUGH 4. THIS SKETCH IS NOT A SURVEY

SHEET 11 OF 18

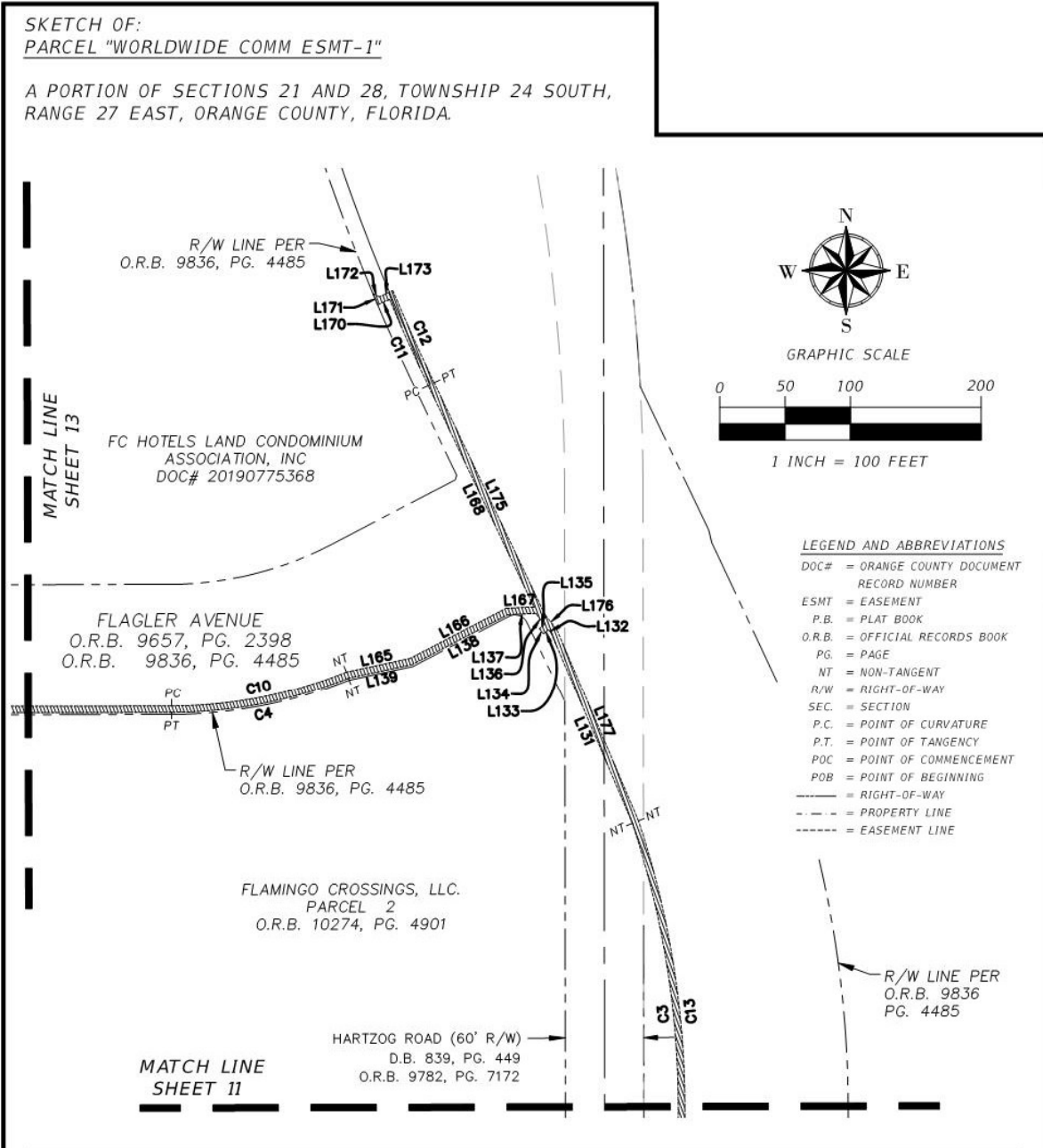
PREPARED FOR:
 WORLDWIDE FIBER OPTICS, INC.
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EXHIBIT "A"

Description of Permanent Easement Area (12 of 18)



SEE SHEET 15 THROUGH 18 FOR LINE TABLE AND CURVE DATA TABLE
 DESCRIPTION ON SHEETS 1 THROUGH 4. THIS SKETCH IS NOT A SURVEY

SHEET 12 OF 18

PREPARED FOR:
 WORLDWIDE FIBER OPTICS, INC.

DATE: 08/31/2023 SCALE: 1:100

PROJECT #: 22-0355.002

DESIGN: MV CHECKED: FL

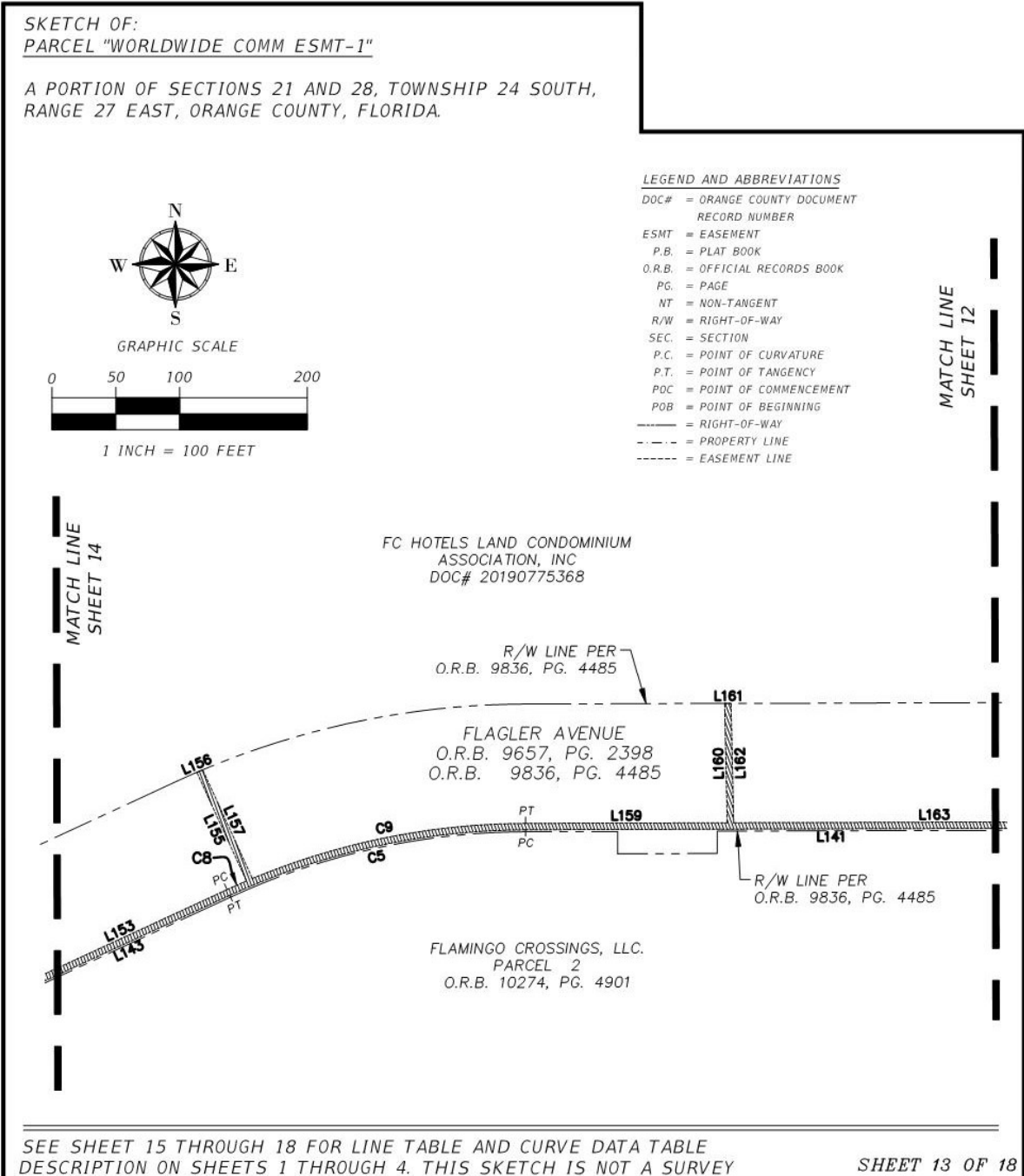
DATE	REVISIONS


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EXHIBIT "A"

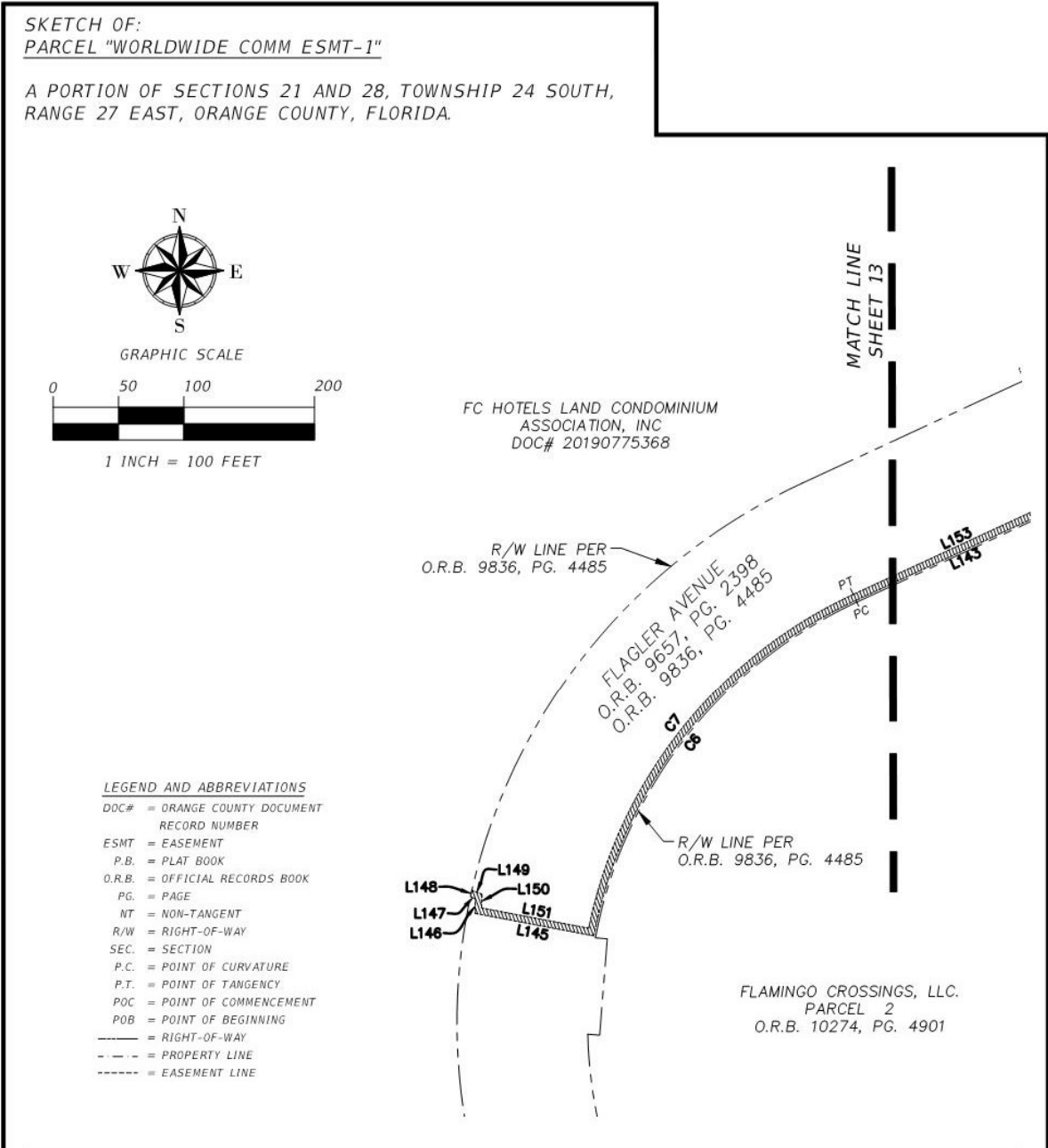
Description of Permanent Easement Area (13 of 18)



PREPARED FOR: WORLDWIDE FIBER OPTICS, INC. DATE: 08/31/2023 SCALE: 1:100 PROJECT #: 22-0355.002 DESIGN: MV CHECKED: FL	<table border="1"> <thead> <tr> <th>DATE</th> <th>REVISIONS</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	DATE	REVISIONS											<p>Phone: (407) 896-0594 CERTIFICATE OF AUTHORIZATION #2648 941 Lake Baldwin Lane - Orlando, Florida 32814</p>
DATE	REVISIONS													

EXHIBIT "A"

Description of Permanent Easement Area (14 of 18)



SEE SHEET 15 THROUGH 18 FOR LINE TABLE AND CURVE DATA TABLE
 DESCRIPTION ON SHEETS 1 THROUGH 4. THIS SKETCH IS NOT A SURVEY

SHEET 14 OF 18

PREPARED FOR:
 WORLDWIDE FIBER OPTICS, INC.
 DATE: 08/31/2023 SCALE: 1:100
 PROJECT #: 22-0355.002
 DESIGN: MV CHECKED: FL

DATE	REVISIONS

Phone: (407) 896-0594
 CERTIFICATE OF AUTHORIZATION #2648
 941 Lake Baldwin Lane - Orlando, Florida 32814

EXHIBIT "A"

Description of Permanent Easement Area (15 of 18)

SKETCH OF:
PARCEL "WORLDWIDE COMM ESMT-1"

A PORTION OF SECTIONS 21 AND 28, TOWNSHIP 24 SOUTH,
 RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

Parcel Line Table		
Line #	Distance	Direction
L1	25.00'	S 89°49'36" W
L2	54.13'	S 00°07'03" W
L3	128.69'	S 81°14'06" E
L4	88.99'	S 00°54'43" E
L5	66.29'	S 02°22'56" W
L6	70.80'	S 04°54'29" W
L7	57.89'	S 06°42'37" W
L8	90.64'	S 11°51'37" W
L9	48.48'	S 04°33'23" W
L10	36.80'	S 05°36'38" E
L11	51.36'	S 03°42'48" W
L12	81.75'	S 06°49'22" W
L13	96.03'	S 00°52'34" E
L14	21.81'	S 07°45'30" E
L15	134.34'	S 00°33'11" W
L16	78.62'	S 01°59'20" E
L17	186.49'	S 00°08'41" W
L18	103.90'	S 00°24'50" E
L19	55.36'	S 03°19'35" E
L20	79.53'	S 00°36'08" E

Parcel Line Table		
Line #	Distance	Direction
L21	37.20'	S 09°20'07" E
L22	62.39'	S 01°45'32" E
L23	6.43'	N 47°37'26" E
L24	22.16'	N 00°12'16" W
L25	8.82'	N 49°18'46" E
L26	6.57'	S 00°12'16" E
L27	2.24'	S 49°18'46" W
L28	26.50'	S 00°12'16" E
L29	21.25'	S 10°07'07" W
L30	24.35'	S 00°37'30" E
L31	30.36'	S 10°19'35" E
L32	47.93'	S 00°12'16" E
L33	29.80'	S 14°29'10" W
L34	17.34'	S 00°26'36" W
L35	11.56'	S 55°32'02" W
L36	14.91'	S 23°51'43" W
L37	10.15'	S 19°18'56" E
L38	7.14'	S 31°23'28" W
L39	7.94'	S 00°22'10" W
L40	15.69'	S 24°14'22" E

Parcel Line Table		
Line #	Distance	Direction
L41	9.49'	S 08°04'15" E
L42	114.46'	S 04°18'57" W
L43	94.19'	S 03°49'16" W
L44	29.90'	S 25°16'30" W
L45	87.38'	S 08°05'57" W
L46	21.47'	S 14°27'08" W
L47	67.76'	S 08°05'57" W
L48	37.63'	S 06°09'23" W
L49	47.95'	S 13°06'41" W
L50	51.43'	S 03°50'35" W
L51	6.73'	S 14°56'31" W
L52	6.59'	S 00°07'03" W
L53	7.93'	S 28°09'29" W
L54	73.45'	S 21°31'13" W
L55	56.93'	S 16°29'55" W
L56	5.00'	N 73°30'05" W
L57	2.27'	N 16°29'55" E
L58	89.01'	N 13°26'02" W
L59	38.84'	N 17°50'38" W
L60	46.12'	N 10°11'29" W

SKETCH ON SHEETS 6 THROUGH 14
 DESCRIPTION ON SHEETS 1 THROUGH 4.

SHEET 15 OF 18

PREPARED FOR:
 WORLDWIDE FIBER OPTICS, INC.
 DATE: 08/31/2023 SCALE: 1:100
 PROJECT #: 22-0355.002
 DESIGN: MV CHECKED: FL

DATE	REVISIONS



DRMP
 ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
 Phone: (407) 896-0594
 CERTIFICATE OF AUTHORIZATION #2648
 941 Lake Baldwin Lane - Orlando, Florida 32814

EXHIBIT "A"

Description of Permanent Easement Area (16 of 18)

SKETCH OF:
PARCEL "WORLDWIDE COMM ESMT-1"

A PORTION OF SECTIONS 21 AND 28, TOWNSHIP 24 SOUTH,
 RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

Parcel Line Table		
Line #	Distance	Direction
L61	62.41'	N 42°57'54" W
L62	6.07'	N 12°28'54" E
L63	67.32'	S 42°57'54" E
L64	47.26'	S 10°11'29" E
L65	38.70'	S 17°50'38" E
L66	80.52'	S 13°26'02" E
L67	44.88'	N 16°29'55" E
L68	73.93'	N 21°31'20" E
L69	9.69'	N 28°09'29" E
L70	61.65'	N 03°40'08" E
L71	48.03'	N 13°07'41" E
L72	37.48'	N 06°09'06" E
L73	68.04'	N 08°05'57" E
L74	21.47'	N 14°27'08" E
L75	87.94'	N 08°05'57" E
L76	29.77'	N 25°21'04" E
L77	93.25'	N 03°46'50" E
L78	113.78'	N 04°19'20" E
L79	8.12'	N 08°04'15" W
L80	16.35'	N 23°52'59" W

Parcel Line Table		
Line #	Distance	Direction
L81	10.29'	N 00°22'10" E
L82	6.16'	N 31°23'28" E
L83	9.76'	N 19°18'56" W
L84	18.31'	N 23°51'43" E
L85	10.37'	N 55°32'02" E
L86	15.35'	N 00°26'36" E
L87	29.77'	N 14°29'10" E
L88	46.16'	N 00°12'16" W
L89	31.03'	N 10°19'35" W
L90	25.27'	N 00°37'30" W
L91	20.45'	N 10°07'07" E
L92	12.41'	S 47°37'26" W
L93	72.94'	N 01°45'32" W
L94	37.25'	N 09°20'07" W
L95	79.80'	N 00°36'08" W
L96	55.36'	N 03°19'35" W
L97	104.05'	N 00°24'50" W
L98	186.42'	N 00°08'41" E
L99	78.64'	N 01°59'20" W
L100	134.09'	N 00°33'11" E

Parcel Line Table		
Line #	Distance	Direction
L101	21.75'	N 07°45'30" W
L102	96.66'	N 00°52'34" W
L103	81.95'	N 06°49'22" E
L104	50.81'	N 03°42'48" E
L105	36.84'	N 05°36'38" W
L106	49.25'	N 04°33'23" E
L107	90.74'	N 11°51'37" E
L108	57.62'	N 06°42'37" E
L109	70.46'	N 04°54'40" E
L110	66.14'	N 02°22'56" E
L111	84.63'	N 00°54'43" W
L112	128.76'	N 81°14'06" W
L113	58.41'	N 00°07'03" E
L114	3.00'	S 89°49'36" W
L115	44.41'	N 00°05'32" E
L116	99.73'	N 09°35'36" W
L117	66.79'	N 12°16'41" W
L119	29.23'	N 04°54'50" E
L120	47.55'	N 18°57'36" W
L122	14.80'	N 25°50'16" W

SKETCH ON SHEETS 6 THROUGH 14
 DESCRIPTION ON SHEETS 1 THROUGH 4.

SHEET 16 OF 18

PREPARED FOR:
 WORLDWIDE FIBER OPTICS, INC.
 DATE: 08/31/2023 SCALE: 1:100
 PROJECT #: 22-0355.002
 DESIGN: MV CHECKED: FL

DATE	REVISIONS



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 CERTIFICATE OF AUTHORIZATION #2648
 941 Lake Baldwin Lane - Orlando, Florida 32814

EXHIBIT "A"

Description of Permanent Easement Area (17 of 18)

SKETCH OF:
PARCEL "WORLDWIDE COMM ESMT-1"

A PORTION OF SECTIONS 21 AND 28, TOWNSHIP 24 SOUTH,
 RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

Parcel Line Table		
Line #	Distance	Direction
L123	28.10'	N 15°33'12" W
L124	152.27'	N 02°57'13" W
L125	148.02'	N 06°43'26" E
L126	190.69'	N 09°50'07" E
L127	70.73'	N 22°39'39" E
L128	276.27'	N 16°43'16" E
L129	117.52'	N 15°52'48" E
L131	158.67'	N 22°54'00" W
L132	3.27'	N 37°47'17" W
L133	4.96'	S 51°15'12" W
L134	5.00'	N 38°44'48" W
L135	5.04'	N 51°15'12" E
L136	10.81'	N 37°47'17" W
L137	21.32'	S 87°37'01" W
L138	82.68'	S 62°37'13" W
L139	49.99'	S 77°57'20" W
L141	477.77'	N 90°00'00" W
L143	179.60'	S 65°21'49" W
L145	92.48'	N 79°06'38" W
L146	11.31'	N 01°07'38" E

Parcel Line Table		
Line #	Distance	Direction
L147	4.02'	N 68°09'31" W
L148	5.06'	N 12°42'53" E
L149	8.28'	S 68°09'31" E
L150	10.55'	S 01°07'38" W
L151	83.30'	S 79°06'38" E
L153	179.60'	N 65°21'49" E
L155	93.53'	N 24°23'35" W
L156	5.00'	N 67°04'15" E
L157	93.55'	S 24°23'35" E
L159	157.94'	N 90°00'00" E
L160	93.52'	N 01°04'28" W
L161	5.00'	S 90°00'00" E
L162	93.52'	S 01°04'28" E
L163	314.82'	N 90°00'00" E
L165	49.75'	N 77°57'20" E
L166	83.12'	N 62°37'13" E
L167	21.28'	N 87°37'01" E
L168	187.48'	N 25°24'31" W
L170	9.99'	S 65°32'46" W
L171	9.56'	N 22°38'52" W

Parcel Line Table		
Line #	Distance	Direction
L172	5.64'	S 60°35'35" E
L173	11.52'	N 65°32'46" E
L175	196.09'	S 25°24'31" E
L176	14.98'	S 37°47'17" E
L177	159.53'	S 22°54'00" E
L179	118.00'	S 15°52'54" W
L180	276.53'	S 16°43'16" W
L181	70.43'	S 22°39'39" W
L182	189.99'	S 09°50'07" W
L183	147.46'	S 06°43'26" W
L184	151.30'	S 02°57'13" E
L185	27.09'	S 15°33'12" E
L186	15.42'	S 25°50'16" E
L188	48.17'	S 18°57'36" E
L189	29.59'	S 04°54'50" W
L191	66.90'	S 12°16'41" E
L192	100.27'	S 09°35'36" E
L193	44.81'	S 00°05'32" W
L194	3.00'	N 89°49'36" E

SKETCH ON SHEETS 6 THROUGH 14
 DESCRIPTION ON SHEETS 1 THROUGH 4.

SHEET 17 OF 18

PREPARED FOR:
 WORLDWIDE FIBER OPTICS, INC.
 DATE: 08/31/2023 SCALE: 1:100
 PROJECT #: 22-0355.002
 DESIGN: MV CHECKED: FL

DATE	REVISIONS



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 Phone: (407) 896-0594
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 941 Lake Baldwin Lane - Orlando, Florida 32814

EXHIBIT "A"

Description of Permanent Easement Area (18 of 18)

SKETCH OF:
PARCEL "WORLDWIDE COMM ESMT-1"

A PORTION OF SECTIONS 21 AND 28, TOWNSHIP 24 SOUTH,
 RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

Curve Table					
Curve #	Arc Distance	Radius	Delta	Chord Bearing	Chord Distance
C1	51.15'	2148.56'	1°21'50"	N 11°35'45" W	51.15'
C2	276.12'	2148.56'	7°21'48"	N 05°13'35" W	275.93'
C3	297.54'	699.00'	24°23'21"	N 05°53'52" W	295.30'
C4	138.75'	364.50'	21°48'35"	S 79°05'43" W	137.91'
C5	239.29'	556.50'	24°38'11"	S 77°40'55" W	237.45'
C6	338.89'	356.50'	54°27'56"	S 38°07'51" W	326.27'
C7	338.64'	361.50'	53°40'24"	N 38°31'38" E	326.40'
C8	16.62'	561.50'	1°41'44"	N 66°12'41" E	16.61'
C9	219.82'	561.50'	22°25'49"	N 78°47'05" E	218.42'
C10	137.27'	359.50'	21°52'39"	N 79°03'40" E	136.44'
C11	72.22'	1595.00'	2°35'39"	N 24°06'42" W	72.21'
C12	77.14'	1590.00'	2°46'47"	S 24°01'08" E	77.13'
C13	300.32'	704.00'	24°26'30"	S 05°53'19" E	298.05'
C14	276.11'	2143.56'	7°22'49"	S 05°12'22" E	275.92'
C15	50.33'	4303.52'	0°40'13"	S 11°36'19" E	50.33'

SKETCH ON SHEETS 6 THROUGH 14
 DESCRIPTION ON SHEETS 1 THROUGH 4.

SHEET 18 OF 18

PREPARED FOR:
 WORLDWIDE FIBER OPTICS, INC.
 DATE: 08/31/2023 SCALE: 1:100
 PROJECT #: 22-0355.002
 DESIGN: MV CHECKED: FL

DATE	REVISIONS



Phone: (407) 896-0594
 CERTIFICATE OF AUTHORIZATION #2648

941 Lake Baldwin Lane - Orlando, Florida 32814

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 6.6

Board Meeting Date: 10/23/2024

Subject: Release of Interest – Lake Marion Preserve Property

Presented By: Katherine Luetzow, Manager, Planning & Engineering

Department: Public Works

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #6.6 Release of Interest in the greenways and easements of the Lake Marion Preserve Property, Tract C, Poinciana Neighborhood 1 West, Village 7 Plat

RELEVANT STRATEGIC GOALS: Quality of Place

PROOF OF PUBLICATION: N/A

BACKGROUND: Polk County owns a 602-acre tract of land located in Polk County known as the Lake Marion Preserve Property. This property has a high biodiversity value and contains habitats for numerous plants, animals, and natural communities tracked by the Florida Natural Areas and Inventory and identified as Priority in the Florida Fish and Wildlife Conservation Commission’s Strategic Habitat Conservation Area data set.

Approximately 126-acres of the Lake Marion Preserve Property (“Restricted Property”) contains xeric soils supporting scrub habitat which are currently occupied by the state and federally designated “Threatened” Florida Sand Skink. This area has the potential to support the state and federally designated “Threatened” Florida Scrub-Jay, as well as several other protected and at-risk species, which could recruit into or colonize the habitat (the “Conservation Values”). Polk County entered into a grant agreement with The Nature Conservancy (“TNC”) who wishes to assist in the long-term protection of the Lake Marion Preserve Property.

FINDINGS AND CONCLUSIONS: The Central Florida Tourism Oversight District (“CFTOD”) is the owner of an approximately 2.0-acre parcel of property located in Polk County with interest rights in the Restricted Property. The property owned by CFTOD includes interest rights, including greenways and easements, throughout the 126-acre tract. The property owned by CFTOD includes interest rights, including greenways and easements, throughout the 126-acre tract.

In support of protecting the Conservation Values, CFTOD has agreed to release these interest rights in the Restricted Property.

FISCAL IMPACT: N/A

PROCUREMENT REVIEW: N/A

LEGAL REVIEW: This agenda item has been reviewed by the District General Counsel.

ALTERNATIVE:

- Deny
- Amend

- Table

SUPPORT MATERIALS: See attached Release of Interest

THIS INSTRUMENT WAS PREPARED BY

Breezi K. Hicks

AND SHOULD BE RETURNED TO:

Breezi K. Hicks
Assistant County Attorney
Polk County Attorney's Office
330 W. Church Street,
Bartow, FL 33830

RELEASE OF INTEREST

THIS RELEASE OF INTEREST (the "RELEASE") is made this _____ day of _____, 2024, by **THE BOARD OF SUPERVISORS OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT (CFTOD)**, a public corporation of the State of Florida, whose mailing address is 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida 32830.

RECITALS:

WHEREAS, Polk County ("COUNTY") a political subdivision of the State of Florida, acquired fee title to a 602-acre tract of land located in Polk County, Florida ("Lake Marion Preserve Property") which is located within the Florida Wildlife Corridor which has a high biodiversity value and contains habitat for numerous plant, animal, and natural communities tracked by the Florida Natural Areas and Inventory and identified as Priority in the Florida Fish and Wildlife Conservation Commission's Strategic Habitat Conservation Area data set; and,

WHEREAS, approximately 126 acres of the Lake Marion Preserve Property as more particularly described in **Exhibit B** (the "Restricted Property") contains xeric soils supporting scrub habitat which are currently occupied by the state and federally designated "Threatened" Florida Sand Skink (*Neoseps reynoldsi*) and which with management of the Restricted Property in accordance with the FWC Guidelines (as defined below) have the potential to support the state and federally designated "Threatened" Florida Scrub-Jay (*Aphelocoma coerulescens*), as well as several other protected and at-risk species which could recruit into or colonize the habitat (the "Conservation Values"); and,

WHEREAS, the COUNTY entered into a Grant Agreement with The Nature Conservancy ("TNC"), a nonprofit corporation under the laws of the District of Columbia, where TNC wishes to assist in the long term protection of the Lake Marion Preserve Property, including the Restricted Property and its Conservation Values; and

WHEREAS, CFTOD is the owner of an approximately 2.0 acre parcel of property located in Polk County, Florida being more particularly described on **Exhibit A** attached hereto (the "CFTOD Property"), which CFTOD Property constitutes a portion of Tract C of the Poinciana Neighborhood 1 West, Village 7 Plat, filed of record in Plat Book 52, Pages 50-55,

Public Records of Polk County, Florida (the "N'HOOD 1 WEST, VILLAGE 7 PLAT");

WHEREAS, as part of protecting the Conservation Values of the Restricted Property, the COUNTY vacated that portion of the N'HOOD 1 WEST, VILLAGE 7 PLAT which encumbers the Restricted Property; and

WHEREAS, CFTOD has agreed to release any interest it has or may have in the rights to use the greenways and easements created under the N'HOOD 1 WEST, VILLAGE 7 PLAT (including, without limitation, utilities, drainage, storm and access) (collectively, the "Encumbrances") in the "Restricted Property":

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows, to wit:

The foregoing recitals are true and correct and are incorporated herein by this reference.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT hereby releases any interest it has in and to the Restricted Property, including, without limitation, those arising under the Encumbrances.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

In Witness Whereof, **THE BOARD OF SUPERVISORS OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation of the State of Florida, has executed and delivered the foregoing RELEASE as of the date first set forth above.

Signed, sealed and delivered in the presence of:

THE BOARD OF SUPERVISORS OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, a public corporation of the State of Florida

By: _____

Name: _____

Name: _____

Address: _____

Title: _____

Name: _____

Date: _____

Address: _____

(SEAL)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2024 by _____ as _____ of THE BOARD OF SUPERVISORS OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT. He ___ She ___ is personally known to me or [] produced _____ as identification.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

EXHIBIT A

Legal Description CFTOD Property

That real property described in Corrective Special Warranty Deed dated August 7, 2007, recorded in Official Records Book 7413, Page 1559-1560, Public Records of Polk County, Florida, to wit:

A tract or parcel of land being a portion of Tract C, Poinciana Neighborhood 1 West, Village 7, as described in Plat Book 52, Pages 50-55, Public Records of Polk County, Florida lying in Section 29, Township 27 South, Range 28 East, Polk County, Florida and being more particularly described as follows:

Commencing at the North $\frac{1}{4}$ corner of said Section 29 (a 4"x4" concrete monument stamped PRM 762 as now exists) N 89°55'08" W a distance of 774.14 feet to the Easterly right of way line of Sunfish Road (also known as Lake Marion Creek Drive); thence S 08°10'18" E along said right of way line a distance of 1128.32 feet to a point of curvature; thence Southeasterly 36.02 feet along the arc of a curve concave Northeasterly having a radius of 25.00 feet and a central angle of 82°33'29" to the point of tangency said point being on the Northerly right of way line of Muskellunge Road; thence N 89°16'13" E along said Northerly right of way line a distance of 24.48 feet; thence leaving said Northerly right of way line S 00°43'47" E a distance of 80.00 feet to a point on the Southerly right of way line of said Muskellunge Road and the POINT OF BEGINNING; thence N 89°16'13" E along said Southerly right of way line a distance of 458.58 feet said point being on the Westerly line of a 40 foot Drainage and Utility Easement; thence leaving said Southerly right of way line S 00°43'47" E along the Westerly line of said Drainage and Utility Easement a distance of 198.31 feet; thence leaving said Westerly line S 89°16'13" W a distance of 415.37 feet to the beginning of a curve; thence Northerly 203.11 feet along the arc of said curve having a radius of 1500.00 feet, a central angle of 07°45'30" and a chord bearing of N 13°01'13" W to the POINT OF BEGINNING.

Containing 2.000 Acres, more or less.

EXHIBIT B

Legal Description Restricted Property

Those parts of the following described Lots, Blocks, Tracts, and Greenways lying east of the maintained right-of-way for Lake Marion Creek Road, and lying north and east of the maintained right-of-way for McMan Road:

Poinciana Neighborhood 1 West, Village 7, as recorded in Plat Book 52, Pages 50 through 55, Public Records of Polk County, Florida, which Plat was partially vacated in Resolution No. 2024-107 recorded in Official Records Book 13192, Page 1380:

Block 903, Lots 1 through 4, inclusive; Block 904, Lots 1 through 27, inclusive; Block 905, Lots 1 through 10, inclusive; Block 906, Lots 1 through 5, inclusive; Block 907, Lots 1 through 12, inclusive; Block 908, Lots 1 through 34, inclusive; Block 909, Lot 1; Block 910, Lots 1 through 26, inclusive; Block 911, Lots 1 through 5, inclusive; Block 912, Lots 1 through 6, inclusive; Block 913, Lots 1 through 28, inclusive; Block 914, Lots 1 through 12, inclusive; Block 915, Lots 1 through 10, inclusive; Block 916, Lots 1 through 7, inclusive; Block 917, Lots 1 through 8, inclusive; Block 918, Lots 1 through 34, inclusive; Block 919, Lots 1 through 22, inclusive; Block 920, Lots 1 through 32, inclusive; Block 921, Lots 1 through 22, inclusive; Block 922, Lots 1 through 15, inclusive; Block 923, Lots 1 through 15, inclusive; Block 924, Lots 1 through 3, inclusive; Block 925, Lots 1 through 22, inclusive; Block 927, Lots 11 through 20, inclusive; Block 928, Lots 5 through 42, inclusive; Block 929, Lots 1 through 20, inclusive; Block 930, Lots 1 through 9, inclusive; Block 931, Lots 1 through 13, inclusive; Block 932, Lots 1 through 6, inclusive; Tract "A"; Tract "B"; Tract "C"; Greenways 1 and 2, as depicted on said Plat Book 52, Page 51; Greenways 1 and 2, as depicted on said Plat Book 52, Page 52; Greenways 1 and 2, as depicted on said Plat Book 52, Page 53; Greenways 1 and 2 as depicted on said Plat Book 52, Page 54; and Greenways 1 and 2 as depicted on said Plat Book 52, Page 55.

AND

Those parts of the following described Tract, and Greenway lying north and east of the maintained right-of-way for McMan Road:

Poinciana Neighborhood 3 North, Village 7, as recorded in Plat Book 63, Pages 19 through 22, Public Records of Polk County, Florida, which Plat was partially vacated in Resolution No. 2024-107 recorded in Official Records Book 13192, Page 1380:

Tract "F" and Greenway 4, as depicted on said Plat Book 63, Page 22.

AND

That part of the SW 1/4 of the NW 1/4 of Section 33, Township 27 South, Range 28 East lying north and east of the maintained right-of-way for McMan Road.

LESS and EXCEPT

That parcel described in Official Records Book 7413, Page 1559, Public Records of Polk County, Florida.

AND LESS and EXCEPT

That parcel described in Official Records Book 7082, Page 588, Public Records of Polk County, Florida.

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
BOARD OF SUPERVISORS REPORT 6.7**

Board Meeting Date: 10/23/2024

Subject: 2023 District Engineer's Annual Report & 2024 Water Control Structure Inspection Report

Presented By: Katherine Luetzow, Manager Planning & Engineering

Department: Public Works

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #6.7 for the 2023 District Engineer's Annual Report and companion 2024 Water Control Structure Inspection Report.

RELEVANT STRATEGIC GOALS: Quality of Place

PROOF OF PUBLICATION: N/A

BACKGROUND:

In accordance with the provisions of Chapter 2023-5, Laws of Florida and Chapter 298.26 Florida Statutes, the District Engineer for Reclamation and Water Control shall present an annual report to the Board of Supervisors. A companion report of the 2024 Water Control Structure Inspection Report is also provided. These reports serve to keep the Board advised of any current works of reclamation, as well as, the overall state of the District's master drainage system and any recommendations regarding the same.

FINDINGS AND CONCLUSIONS:

Overall the District's water control system is sound and the District remains in compliance with its critical overarching permits from South Florida Water Management District and the Florida Department of Environmental Protection. Recommendations of continuing existing programs regarding inspection and maintenance are included within the District Engineer's Annual Report.

FISCAL IMPACT: N/A

PROCUREMENT REVIEW: N/A

LEGAL REVIEW: This agenda item has been reviewed by the District's Counsel.

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS: See attached 2023 District Engineer's Report and 2024 Annual Water Control Inspection Reports.



CENTRAL FLORIDA TOURISM
OVERSIGHT
DISTRICT

2023 District Engineer's Annual Report
For Reclamation and Water Control

PLANNING AND ENGINEERING



P.O. Box 690519
Orlando, FL 32869-0519
(407) 828-2241

September 23, 2024

Board of Supervisors
Central Florida Tourism Oversight District
Post Office Box 690519
Orlando, Florida 32869-0519

Re: **2023 District Engineer's Annual Report
Reclamation & Water Control**

Dear Board Members:

This Annual Report is presented in accordance with the provisions of Chapter 2023-5, Laws of Florida and Chapter 298.26 Florida Statutes. The report provides an overview of the state of the District's water control system, including items such as recorded rainfall, water usage and aquifer states within the District, current works of the District including permits issued and tributary basin projects reviewed and recommendations for the District's water control system.

We are pleased to submit this for your review and will be happy to answer any questions you may have.

Sincerely,

Katherine Luetzow

Katherine Luetzow, P.E.
Chief Engineer for Reclamation & Water Control

2023 DISTRICT ENGINEER'S ANNUAL REPORT

FOR

RECLAMATION & WATER CONTROL

September 2024



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I. INTRODUCTION

The District's master drainage system consists of approximately 67 miles of waterways, including both manmade canals and natural creeks, that are controlled by 25 water control structures. The District's water control system drains not only all of the lands within the District, but also an additional approximately 123 square miles of offsite area from Orange, Osceola, Lake and Polk Counties.

The District's water control system dates back to 1966 when the founding Plan of Reclamation was established with the Reedy Creek Drainage District. The Drainage District was modified and expanded a year later in 1967 as the Reedy Creek Improvement District. The vast majority of the District's water control system was constructed in the following years of the late 1960s and 1970s under the Reedy Creek Improvement District.

Today, the Central Florida Tourism Oversight District (CFTOD) continues to serve and build upon its long legacy of providing critical flood control with the master drainage system that serves our many guests, residents, and neighbors in the Central Florida community.

While the District is not currently in the process of any works of reclamation, we continue to act as stewards and oversee, maintain and seek to improve the resiliency of the system. As such, this report has been prepared in accordance with Chapter 298.26 Florida Statutes, to provide the Board of Supervisors an overview of the status and ongoing works of the District's master drainage system.

II. REGULATORY UPDATE

The District's master drainage system is under the regulatory authority of the South Florida Water Management District (SFWMD). District staff routinely participate in 298 District calls with the water management district. In addition, the SFWMD oversees the District's Conceptual permits and the District's compliance of all applications filed under those permits. The District currently provides maintenance of District facilities that have been permitted under our conceptual environmental resource permit, in accordance with permit conditions and requirements. To the best of my knowledge, the District is in good standing with the water management district.

In addition, the District holds a National Pollution Discharge Elimination System, Municipal Separate Storm Sewer System Permit (NPDES MS4). This permit is a federal permit under the Environmental Protection Agency (EPA) but is administered by the Florida Department of Environmental Protection (FDEP). It is critical to the District as it allows the District's master drainage system to discharge to waters of the state. The District is anticipating the issuance of a new NPDES MS4 permit, but is currently operating under the existing permit. Certain inspection and maintenance activities are requirements of this permit and are routinely completed, tracked and reported to the State in an annual report. To the best of my knowledge, the District is in good standing with FDEP and EPA regarding the District's MS4 permit.

III. RAINFALL

Table 1 2023 CFTOD Rainfall Data		
Month	CFTOD Monthly Rainfall	Orlando/Kissimmee Monthly Rainfall (NOAA)
January	1.04	0.51
February	1.41	0.73
March	1.27	1.33
April	3.25	4.37
May	3.26	5.11
June	6.95	7.31
July	5.84	5.02
August	6.68	6.03
September	8.97	7.48
October	1.17	1.62
November	5.68	4.73
December	4.68	2.79
Total	50.2	47.03

Annual and Historic Data

Rainfall data was collected and recorded at various locations within the Central Florida Tourism Oversight District during 2023. Table 1 compares the monthly rainfall recorded within CFTOD to the monthly precipitation for the Orlando/Kissimmee area, as recorded by NOAA weather stations. The table below illustrates the total rainfall volume measured in the CFTOD was 3.17 inches more than that observed by NOAA during the 2023 calendar year.

Table 2 compares the 2023 monthly rainfall to the average monthly rainfall observed within CFTOD over the most recent 30-year period. The overall 2023 precipitation was drier with a shortage of 1.49 inches of rainfall than the 30-year average annual precipitation with the monthly distribution differing, at times substantially, from the historic monthly averages. The months of June through August of 2023 were unusually dry; conversely, the rainfall in November and December were unseasonable high compared to historic monthly averages.

Table 2			
Comparison to Historic Rainfall Data			
(Data shown in inches)			
Month	2023 Monthly Rainfall	30-year Monthly Average	Net Difference
January	1.04	2.38	-1.34
February	1.41	2.05	-0.64
March	1.27	2.94	-1.67
April	3.25	2.83	0.42
May	3.26	3.96	-0.7
June	6.95	8.35	-1.4
July	5.84	7.07	-1.23
August	6.68	7.92	-1.24
September	8.97	6.72	2.25
October	1.17	3.05	-1.88
November	5.68	2.05	3.63
December	4.68	2.37	2.31
Annual Total	50.2	51.69	-1.49

IV. WATER RESOURCES OF THE DISTRICT

Water Usage & Aquifer Stage

Throughout the year both water usage and aquifer stage are monitored by the Utilities Division of Reedy Creek Energy Services, Inc. Surface water usage ceased in 1997 so the water usage listed below is for groundwater withdrawals only. The water levels within the District are monitored weekly & then numerically averaged to determine an average monthly water level within the Floridian Aquifer. Table 3 illustrates the CFTOD historic groundwater usage and the calculated average annual aquifer stage for the years 2004 through 2023. Wells show the usage for 2023 as 725 MG above that of 2004 with the current aquifer stage 4.3 feet below that of 2004.

Table 3		
Historic Annual Water Usage and Aquifer Stage		
Year	Annual Ground Water Usage (MG)	Average Aquifer Stage (ft., NGVD)
2004	5428	87.62
2005	5834	85.38
2006	5950	82.66
2007	5787	82.58
2008	5692	83.06
2009	5923	83.95
2010	6028	84.43
2011	5913	83.00
2012	6066	83.31
2013	6145	83.24
2014	6092	84.09
2015	6309	84.46
2016	6407	83.94
2017	6104	82.12
2018	5859	83.09
2019	5983	82.89
2020	4231	84.36
2021	5046	84.92
2022	5896	86.56
2023	6153	83.32

Water Quality

The Central Florida Tourism Oversight District's Environmental Sciences Department is a local program under the Florida Department of Environmental Protection and is responsible for the testing of potential pollution sources within the CFTOD waterways. Working in conjunction with the District's Planning & Engineering Department and the United States Geological Survey (USGS), Environmental Sciences has implemented an intensive water quality monitoring program. The Environmental Sciences Department compiles, under separate cover letter, their Annual Environmental Protection Report which summarizes the results of the current water quality within the District.

New Master Stormwater Facilities within CFTOD Boundaries

The Master Plan for the development of properties within the District continues to evolve. This Master Development Plan was initially submitted to the South Florida Water Management District for review and issuance of a Conceptual Management and Storage of Surface Waters (MSSW) Permit in 1992. In 2011, the MSSW Permit was re-issued under new state regulations as Conceptual Environmental Resource Permit (ERP) #48-00714-P. In 2015 the Conceptual Permit was again reissued to ensure concurrence with the updated property wide Master Development Plan and mitigation strategies.

In 2015 the Planning & Engineering Department in cooperation with our major landowners, embarked upon a program to optimize water quality facilities while maintaining the flood control characteristics of the master system. The District's master system as originally designed, was divided into sub-basins each serving a specific area within the District. Using this concept, master pond sites were identified and proposed to serve entire sub-basins allowing for more efficient treatment of stormwater as well as more efficient use of land area. The first of these master ponds was proposed to serve the L-402 sub-basin. The pond design for that basin was completed in 2015, permitting was initiated with the South Florida Water Management District in 2016 and pond construction began later that year and completed in 2018.

The design of the master pond for the L-403 sub-basin involved a substantial modification to the flood control plan for that basin. That design was completed and permitted through the South Florida Water Management District in 2018. The design required the construction of a master stormwater pond and the installation of a new weir at the confluence of the Epcot Perimeter and L-403 canals. Construction of the pond finished in 2019 and the weir construction was completed in 2020. CFTOD has accepted ownership and operational responsibilities for the weir.

The next area identified for a regional pond is near the Magic Kingdom serving a portion of the L-405 Basin. Design of that regional pond was completed in early 2019 and construction has been ongoing in 2023. Upon completion, that pond will serve the Magic Kingdom Parking Lot, World Drive North and future road development in the region. In conjunction with our major landowner, CFTOD continues to look for opportunities to improve the efficiency of our water quality facilities and maximize the flood control characteristics.

Permit Modifications Issued to RCID Master Permit #48-00714-P

All projects proposed for construction within District boundaries are reviewed by the Central Florida Tourism Oversight District’s Planning & Engineering staff for conformance with the CFTOD Master Development Plan, the Land Development Regulations and the Master Water Control Plan. They are then submitted to the South Florida Water Management District for final stormwater construction permitting in accordance with the existing Conceptual Permit. In 2019, SFWMD transitioned to a new permitting system giving each new construction permit a unique permit number. Despite this change, all SFWMD permits issued for construction within the CFTOD jurisdiction continue to reference the CFTOD Conceptual Permit (#48-00714-P) and incorporate the Special Conditions of that permit.

Construction applications approved by CFTOD during 2023 and permitted by SFWMD are listed below in Table 4.

Table 4 SFWMD Permit Modifications			
Issue Date	Project Name	Application No.	Permit No.
2/22/2023	Swan & Dolphin Stormwater Improvements	221114-36575	48-108007-P
3/9/2023	Celebration Island Village Booster Pump Station	221227-37027	49-106619-P
06/30/2023	Celebration Island Village Phase 2 A & 2B	230130-37355	49-108366-P
07/14/2023	Dopey Drive Lot A7, A14 Contractor Trailers	230522-38730	48-109020-P
07/17/2023	Northeast Resort Parcel Residences	230509-38559	48-108891-P
08/18/2023	Pvr Modifications Project B2 - Roadway	230320-38009	48-108569-P
09/29/2023	Slim Chickens - Celebration Pointe	230626-39202	49-109192-P
10/05/2023	Village Services Trail Fuel Facility	230530-38832	48-108955-P
10/25/2023	Saratoga Springs Service Area Wd-1002-Exemption	230925-40515	48-109747-P

Admission of Runoff from Tributary Basins

Land development surrounding the District’s jurisdiction continues at a rapid pace. The development is primarily resort tourist & commercial services such as restaurants, hotels and shopping areas as well as residential facilities. Only six owners with land holdings tributary to Central Florida Tourism Oversight District submitted proposed development plans for review in 2023; these are identified in Table 5 below.

Tributary Drainage Projects discharging into the CFTOD continue to adversely impact the District’s Master Drainage System by discharging in excess of the volume the system was designed to convey. Under CFTOD’s Plan of Reclamation, the master system was originally designed to (i) collect and pass the drainage generated by the development proposed to occur within the District and (ii) to pass discharge from tributary areas entering the District’s system at a peak flow rate of 13 csm (cubic feet per second per square mile). By court stipulation, provisions were also made to allow CFTOD to charge a fee for flow in excess of that rate. A large percentage of developments neglect to submit to CFTOD for review. These developments discharge far in excess of the 13 csm and pay none of the required fees. Developments that do submit for review and approval have historically chosen to pay fees and discharge in excess of 13 csm. This results in the CFTOD system receiving excessive peak flows. During larger storm events or a series of smaller repeated events, the master drainage system has begun to show stress as the development in these tributary areas increases and continues to discharge flow in excess of what the system was designed to accommodate. Due to the lack of regulations addressing volume, the system is taxed not only by this increased peak flow but also by an increase in total volumetric flow resulting in an extended period of inundation throughout the system.

Despite the Stipulations recorded in both Orange and Osceola counties, projects in tributary drainage areas often do not submit to CFTOD for review. CFTOD continues to work with both Orange and Osceola counties to coordinate development reviews/approvals but these efforts have been met with limited success.

Table 5 Tributary Drainage Projects Submitted for Review 2023
<ul style="list-style-type: none">• The One at Kissimmee• Maingate Pointe Multifamily• Celebration W 192 Medical Facility• Primrose Lake Hancock – Hera Learning• Ascend at Avalon• Gateway @ 429

District Master Drainage Model Initiative

The District is starting a major multi-year initiative to update the District's Master Drainage Model. The District's master drainage model is used to establish floodplain elevations throughout property, as well as canal parameters such as flow and stage for various design storm events. Currently the District's model uses an outdated proprietary software. With this conversion, the District will be moving to a current, georeferenced model using software that is standard to the engineering community. In addition, with the increased frequency of larger rainfall events, the District will be analyzing events beyond the typical 100 year (1 percent chance any given year) and 500 year (0.2 percent chance any given year) design storm events. This will be a significant effort that will pave the way for future resiliency efforts, as well as, providing the District a tool to evaluate our water control structures and future capital expenditures regarding these structures. Procurement for this effort is slated for FY 2024.

V. INSPECTION PROGRAMS

The water control structures (both Amil gates and weirs) undergo a full inspection annually by the Planning & Engineering Department; at that time both above ground and underwater structure conditions are assessed. From this assessment, the Annual Water Control Structure Inspection Report is produced. That report is submitted under a separate cover as a supplement to this report and details the physical condition of all water control structures within the District.

The remainder of the District owned drainage facilities (ponds, swales, culverts & discharge structures) are inspected by the department's Compliance staff and reported annually under the District's National Pollution Discharge Elimination System, Municipal Separate Storm Sewer System Permit (NPDES MS4). The District's inspection program includes digital mapping of all drainage facilities and electronic reporting of inspections.

Data obtained through these inspection programs allows the department to evaluate maintenance needs and then program, budget, and schedule major rehabilitative and non-routine work to insure the on-going operation of the District's water control system.

VI. MAINTENANCE PROGRAM

The majority of the District's water control system was constructed in the late 1960's / early 1970's with the primary objective of providing flood control for the Central Florida Tourism Oversight District. In addition to the structures' age and that they have been in constant operation since installation, the aquatic environment is harsh and poses challenges such as corrosion and erosion to these structures. To preserve the operational characteristics of this system, routine maintenance is performed throughout the year on the water control structures, the canal channels and the stormwater ponds.

Routine maintenance is on-going. During 2023, focus continued on repair efforts to address damage from Hurricane Ian and Nicole that hit the District in late 2022. Non-routine structural repairs were conducted at various structures throughout property. At S-405, the damaged trash screens and supports were removed and concrete repairs made at the gate seat and gate support. At S-40 a crack on the gate arm was repaired and erosion repairs were made at S-14, S-405, and S-101. In addition, the bypass culvert at S-101 had leaking joints repaired. All structures were greased and shocks were replaced at S-407, S-12, S-14, S-13, S-40 and S-105. Refer to the attached Water Control Structure Inspection Report for additional information. While the Board is provided a summary version, the full inspection report outlining all recorded observations during inspection is available. Based upon the inspection report, recommendations for structure maintenance have been provided, including items that can be addressed under routine maintenance as well as items that would be better addressed under the Major Rehabilitative Maintenance Program. The non-routine maintenance priority items are summarized in the recommendation section below.

In addition to the major drainage canals and water control structures, the municipal separate storm sewer system includes numerous culverts and stormwater ponds throughout the District. Routine maintenance is on-going on these facilities as well. The list of Non-routine maintenance items includes: nine (9) stormwater ponds and outfall structures cleaned; one (1) swale erosion corrected; clearing and snagging of three canal sections; the lower C-1 to S-40 and Reedy Creek between S-40 and I-4 and the Perimeter Canal; and replacement of one major storm culvert at C-4 and Reedy Creek. Figure 1 on page 14 depicts the location of all non-routine work completed on the water control system during 2023.

Table 6.a
Routine Maintenance
Water Control
Mow all levees bi-weekly, grade, stabilize & clear brush, fallen trees, et. as needed
Inspect fencing monthly along canal levees & repair as needed
Monthly inspection of Levees & Water Control Structures: <ul style="list-style-type: none"> • mow all levees bi-weekly, grade, stabilize & clear fallen trees as needed • Inspect & repair fencing along levees as needed • collect & report gage readings at water control structures as needed • clear trash screens & fallen debris upstream/downstream of WCS as needed • clear trash screens & fallen debris upstream/downstream of WCS as needed
Certified erosion control personnel: <ul style="list-style-type: none"> • provide weekly inspections of all construction sites for compliance with SFWMD permits • provide annual inspections of all RCID owned drainage facilities for compliance with NPDES MS4 permit

Table 6.b	
Non-Routine Maintenance	
Water Control - Non-Routine	
Structure Repairs / Structures	<ul style="list-style-type: none"> • Shock Maintenance at S-407, S-12, S-14, S-13, S-40, S-105 • Trash Screen and support removal and concrete repair at S-405 • Welding crack repair at S-40 • Bypass joint repair and sealing at S-101 • Erosion repairs at S-14, S-405, S-101
Canal Snagging	<ul style="list-style-type: none"> • Snagged Reedy Creek from S-40 to I-4 Snagged C-1 Canal from S-40 to S-11 • Perimeter Canal
Culvert Replacements/Inlet Cleaning/Swale Repair out throughout the District:	<ul style="list-style-type: none"> • C4 Pipe Replacement at C-4 Canal and Reedy Creek • Swale along World Drive (WD-9)
Maintenance of storm water ponds throughout the District:	<ul style="list-style-type: none"> • Removed excess vegetation and repaired erosion at BVD-3, WD-7, VW-1, VW-7, BVD-4, BVD-2, WD-9, GR-2, BCP-6

VII. RECOMMENDATIONS

It is the recommendation of the District Engineer for Reclamation and Water Control that the District and Board of Supervisors continue to allocate resources and ensure that repairs and maintenance continue to occur as necessary, on the water control system and associated infrastructure, to ensure permit compliance and operational soundness of the system.

To assist in this matter, a list of recommendations is provided below. These items are provided to the District and Board for planning purposes and for their awareness of upcoming needs of the master drainage system.

1. The District continues to allocate resources and ensure routine work is completed, as able within funding provisions, regarding the following tasks:
 - Continuation of routine inspection and maintenance of levees, water control structures and surface drainage facilities;
 - Continuation of annual inspections (both underwater and above water) of the District's water control structures;
2. While the routine maintenance program addresses typical items and may prolong duration between, it is unable to prevent the need of a Major Rehabilitative Maintenance Program for the District's water control structures. As such, it is

recommended that the District continue this program as needed and identify, program, and budget for structures as necessary and fiscally able.

Under this program, the following structures are currently recommended for future major rehabilitative maintenance:

- S-405 – Programmed for FY 2025.
 - S-14 – Recommended for FY 2026
 - S-101 – Recommended to add to the program in upcoming years
3. At times the inspections of the water control structures reveal an item(s) that may require some further analysis, including engineering design, prior to repair. As indicated in the companion Water Control Structure Inspection Report, it is recommended additional analysis occurs to determine future repair needs for the below structures:
- S-11 Waler
 - S-40 Erosion
 - S-46, S-410, S-411 and S-405A Balancing
 - S-401A, S-402 & V-6-A Sluice Gates
4. District continues to pursue Tributary Drainage Agreements, to help offset increasing maintenance costs, in part due to the exceedance of flows coming into the system from offsite property.
5. The District continues to maintain an emergency fund. As with all infrastructure, it is prudent planning for the District to have provisions in place to account for the unforeseen and unplanned emergency situations. The District has seen firsthand that the water control system is highly susceptible to impacts from weather events such as hurricanes and like all infrastructure is suspect to impacts from aging.
6. Key District staff stay up to date on current regulatory and statutory changes affecting the master drainage system and various associated infrastructure.

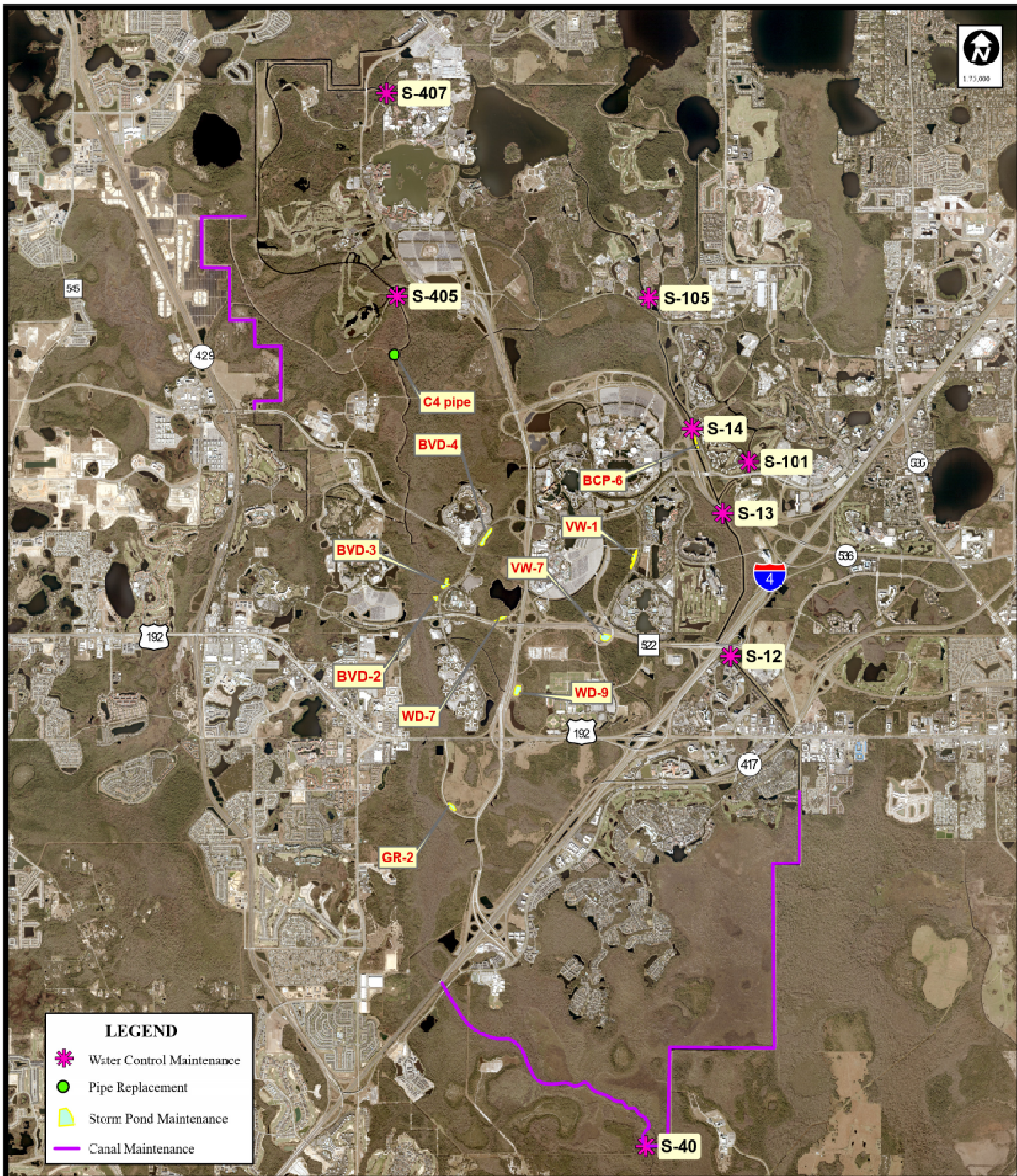
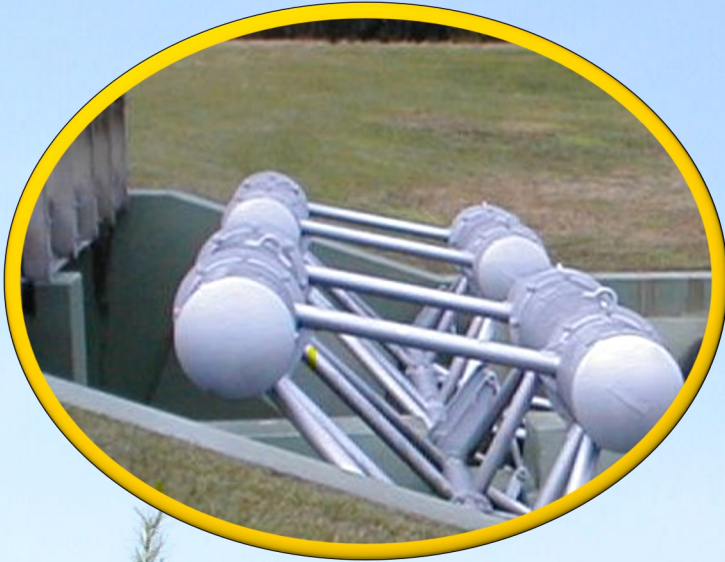


Figure 1. Water Control System - Location of Non-Routine Work



Central Florida Tourism Oversight District Water Control Structure Inspection Report

March 2024



CENTRAL FLORIDA TOURISM

OVERSIGHT

DISTRICT



**Water Control Structures
Inspection Report**
(Above & Below Water Surface)

March 2024

Prepared By:

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Planning & Engineering Department



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CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

INTRODUCTION

The Central Florida Tourism Oversight District (District) System has 54 miles of canal with twenty 25 water control structures consisting of both Amil gates and weirs. These structures were designed with minimum maintenance and operation in mind. Many of the structures are Amil gates that control the water levels at predetermined stages and open automatically in response to rising water levels exceeding the control elevation. The gates then close when the water levels drop. The Amil gates have no manual, electrical, or mechanical controls. These gated structures play an important role in controlling water levels and discharge rates at locations within the District's flood control system as well as at the locations where waters enter the District from tributary basins.

The District's system accepts drainage from a large portion of southwestern Orange County. The tributary drainage area flowing into the District system is 82,688 acres or 129.2 square miles. As a comparison, the acreage within the original boundaries of the District was 27,978 acres or approximately 44 square miles. Based on permits held by the District, the allowable discharge at the southernmost water control structure, S-40, where discharge leaves the District system is 3,282 cfs during a storm event with a 10-year recurrence and a 72-hour duration.

The District's Planning & Engineering staff, along with Denizens of the Deep Diving Company, Inc. performed an annual inspection of the Surface Water Control Structures, January 8 thru 11, 2024.

Inspections of the 25 structures listed in the table below were performed under the supervision of the District's Senior Water Resource Engineer, Mandee Brandt, P.E. Visual observations were performed above and below the water surface and the state of the structural and functional characteristics of each structure were recorded. Items requiring maintenance or repair were identified and rated in accordance with the established Priority Classifications.

All above-water inspections and records of observations were made by Mandee Brandt, P.E. Below water observations were made by Denizens of the Deep, Co. Inc., with Planning & Engineering staff assisting with recording observations and report preparation.



**CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT**

PLANNING AND ENGINEERING

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
WATER CONTROL STRUCTURES**

<u>Structure ID No.</u>	<u>Structure Type & Size</u>
S-11	66' Steel Sharp Crested Weir
S-12	Two D630 Amil Gates
S-13	Two D560 Amil Gates
S-14	One D710 Amil Gate
S-15	Two D315 Amil Gates
S-40	Two D710 Amil Gates
S-46	Two D280 Amil Gates
S-101	One D560 Amil Gate
S-101A	35' Steel Sharp Crested Weir
S-103A	Two D355 Amil Gates
S-105	Two D355 Amil Gates
S-105A	D355 Amil Gate
S-401A	65' Steel Sharp Crested Weir
S-402D	81' Steel Sharp Crested Weir
S-403	243' Broad Crested Weir
S-403A	Two D630 Amil Gates
S-405	One D800 Amil Gate
S-405A	Two D280 Amil Gates
S-405C	One D200 Amil Gate
S-405D	575' Steel Sharp Crested Weir
S-407	Two D500 Amil Gates
S-410	Two D280 Amil Gates
S-410B	30' Steel Sharp Crested Weir
S-411	Two D280 Amil Gates
V-6-A	2- 48" Reinforced Concrete Pipes with a Sluice Gate on each pipe



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

EXECUTIVE SUMMARY

Most of the structures within the Central Florida Tourism Oversight District's Surface Water Control system were constructed during the late 1960's with S-401A & S-403A constructed in the 1980's; thus, these water control structures are now over 50 years in age. Inspection observations were consistent with those that would be expected for water control structures of this type and age. Minor to moderate corrosion of both concrete and steel members was regularly observed and is expected in the highly corrosive environment where these structures reside. All of the structures were found to be structurally sound; recommended repairs are listed in this report. In conjunction with this inspection report, the Annual Engineer's Report has been prepared. That document identifies and prioritizes non-routine repairs to forecast upcoming rehabilitation projects.

The District established a Major Rehabilitative Maintenance Program in 2005 to restore and preserve the system's operational characteristics. This program was established to allow the District to plan for and budget major cost items required to extend the useful life of the structures. Based on annual inspections, structures requiring major maintenance are identified in the Annual Engineer's Report and are recommended for inclusion in this program. Based upon funding approval, the design for major rehabilitative work is programmed and the structures are then scheduled for major rehabilitative maintenance.

Based upon this current inspection, complete rehabilitative work is required on three structures. This work has been prioritized and will be scheduled for completion in the coming years.

In addition to the Major Rehabilitative Maintenance Program, the District has an annual maintenance program to complete routing maintenance items. This effort is vital to help prolong and extend the timeframes between major rehabilitation efforts. Routine maintenance of the water control structures is on-going and is completed as required.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

SUMMARY OF OBSERVATIONS

All of the structures were found to be structurally sound. Rehabilitative repairs are identified and the timeline for design and construction of those repairs is identified in the Recommendations Section of the Annual Engineer's Report, issued concurrently with this report. Isolated areas requiring minor repair have been noted and those repairs can be achieved during routine maintenance cycles.

Inspection observations and major/specific recommendations for each structure are outlined in the following section of this report. It is recommended that minor maintenance items listed in the section below be addressed as routine maintenance.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

STRUCTURE CONDITION/OBSERVATIONS

Structure S-11

Structure S-11 is a 66-foot-long Steel Sharp Crested Weir with a 36-in diameter sluice gate. This structure is located on the C-1 Canal, south of US 192.

This structure was rehabilitated in FY 2013. All deteriorated steel was removed, and the structural support members were strengthened. All of the steel surfaces were coated to protect the structure from further decay. Severe erosion from a storm event was repaired and riprap was added in FY 2018. During 2020 the broken sluice gate was replaced, and new staff gauges were installed.

The inspection revealed undermining of the downstream concrete apron, severe rust and scaling, corrosion on the upper waler, moderated rust and flaking of the sheet pile wall and cross bracing, and deterioration of two walkway supports. Structural evaluation of the waler and walkway support connection is recommended for FY 2025. Removal of vegetation in cross bracing and along weir is also recommended.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-12

Structure S-12 consists of two D630 Amil gates. This structure is located on the C-1 Canal, south of I-4.

This structure was rehabilitated under the Major Rehabilitative Maintenance Program in FY 2012. All of the cracks and spalls above and below the water line were repaired. The steel gate leaves were replaced, and all of the steel structural elements were coated with a protective coating. During 2020 the trash screen cables, and gate chains were replaced, a trash screen was repositioned, and new staff gauges were installed. In early 2022 the erosion below the downstream aprons was repaired.

The inspection revealed additional erosion of the downstream wingwalls and apron has occurred, there is moderate corrosion along the downstream gate edges and on the lower third of the tubular support frames and downstream gusset plate connector bolts. There is corrosion on the trash screen supports and gate lift eyes. There are small concrete spalls on the sluice wall and small concrete cracks on the center pier, minor paint peeling on the downstream face of the gate and sluice walls and a crack in the concrete between the center pier and the energy dissipators.

It is recommended under routine maintenance to repair the concrete cracks at the gate seat and center pier and correct the erosion of the downstream apron. The erosion of the canal slope downstream of the southeast apron shall be monitored.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-13

Structure S-13 consists of two D560 Amil gates. This structure is located on the C-1 Canal, south of Epcot Center Drive.

This structure was rehabilitated in FY13. In 2020 the broken and corroded trash screen cables were replaced and new staff gauges were installed. In early 2022 the downstream apron erosion was corrected.

The inspection revealed there is minor pitting of the concrete sluice walls, one crack in the sluice wall near the gate seat that is approximately 18-in long and minor hairline cracking on the upstream east wingwall and downstream west wingwall at the corner joint on the top of the wall. Minor corrosion was observed along the various metallic gate components with moderate corrosion occurring at the trash screen support I-beam. Erosion of the downstream west apron and downstream east canal bank was observed.

Under routine maintenance it is recommended the concrete crack in the sluice wall, the trash screen support and the downstream apron erosion be repaired. The downstream side slope erosion shall be monitored.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-14

Structure S-14 consists of one D710 Amil gate. This structure is located on the C-1 Canal, west of Bonnet Creek Parkway and south of Disney Vacation Club Way.

The broken gate chain was replaced, and new staff gauges were installed in 2020. The structure was previously repainted in FY 2014. The bank erosion and the undermining of the west downstream apron caused by the 2022 hurricanes were repaired in FY 2024.

The inspection revealed there is concrete pitting of the sluice walls located just downstream of the gate closures and the sluice floor. There are multiple cracks and spalls in the wing walls & sluice walls though no exposed reinforcing steel was observed. The tubular gate frames, gusset plates, shock absorbers, gate top plate, gate edge closure strips and vertical trash screen guides are moderately to heavily rusted and scaled with the heaviest corrosion occurring at and below the waterline. The gate faces are rusted and pitted, and the tubular gate frame has a small corrosion hole. Moderate pitting of the downstream apron was noted.

This structure is programmed for major rehabilitative work in FY 2026.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-15

Structure S-15 consists of two D315 Amil gates. This structure is located on the C-1 Canal, south of South Lake.

New staff gauges were installed in 2020. During 2021, the shocks were replaced, and the structure greased. In early 2022 the apron erosion was repaired and trash screens were adjusted.

The inspection revealed there is mild pitting of the wingwalls, aprons and sluice walls; moderate to severe pitting of the sluice floors and energy dissipators; small spalls and minor cracks on the sluice walls and downstream wingwalls; the paint is peeling on all concrete surfaces; minor corrosion on the upstream gate faces and tubular gate supports; severe corrosion along the gate edges; the I-beam trash screen support is severely corroded; and the canal slope downstream of the structure is experiencing erosion and undermining is occurring of the downstream concrete aprons.

It is recommended that the erosion of the concrete aprons and the trash screen supports be repaired under routine maintenance.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-40

Structure S-40 consists of two D710 Amil gates. This structure is located on Reedy Creek, south of U.S. 192.

This structure was completely rehabilitated in FY12. The cracks and spalls above and below the water line were repaired. The steel gate leaves were replaced, and the structure has been completely coated. During 2020 debris was removed from upstream, the trash screen cables were replaced, and the trash screen was realigned that was out of position. In addition, the staff gauges were replaced. In 2022, the structure had routine maintenance performed to replace the shock absorbers and the broken weld and cracked support tubular frame caused by the 2022 hurricanes.

The inspection revealed there is minor debris upstream of the gate and minor erosion around the eastern upstream endwall. Minor corrosion was observed on the gate chains, shocks, gate edges, trash screen, and lower tubular frames; paint on the gates and center pier is peeling; both gates have hairline cracking on the sluice walls at the gate seats; there is a crack in the center pier and a hairline crack in the eastern sluice wall; and erosion was observed downstream of the structure and undermining along the apron floor with separation of apron and the previous sheetpile repair. Several trash screens are misaligned and out of the channels.

It is recommended under routing maintenance to correct the trash screens and repair the cracks along the sluice walls. Engineering evaluation should be completed to provide repair recommendations for downstream erosion and undermining.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-46

Structure S-46 consists of two D280 Amil gates. This structure is located on the north end of the C-4 Canal, south of Reedy Lake.

This structure was completely rehabilitated in FY13. The cracks and spalls above and below the water line were repaired. The steel gate leaves were repaired, and the structure was completely coated. In 2019 the shock absorber mount was repaired where it had previously sheared off. In addition, the shocks were replaced, and the ballast tanks were tapped and checked to ensure no leaks were present. In 2020, new staff gauges were installed. In 2022, the erosion under the downstream aprons was repaired and the ballast access hole was sealed.

The inspection revealed minor corrosion present on the tubular support frame and along the edges of the downstream gate face and moderate to severe corrosion is present on the bottom of the gusset plates and bolts. There is minor pitting along the concrete sluice floor and walls immediately downstream of the gate; all concrete walls have paint peeling. There are three small spalls along the downstream sluice walls and center pier, and one concrete crack along the center pier. There are multiple cracks on the downstream eastern sluice wall that run from the top of the structure to below the water line and some are showing signs of effloresce. The eyebolts for the trash screens are also loose.

The gate deck has in the past experienced excessively heavy traffic in excess of the H-15 load rating for this deck. This has resulted in deterioration of that deck. Deck replacement will be programmed in the upcoming years. At the time of deck replacement, the structure should be repainted.

It is recommended to rebalance the gates, replace the eyebolts for the trash screens and to repair all concrete cracks.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-101

Structure S-101 consists of one D560 Amil gate. This structure is located on the L-101 Canal, north of Buena Vista Drive.

New staff gauges were installed in 2020. The gate shocks were replaced, and the structure was greased in 2021 and the erosion located under the downstream aprons and adjacent canal slopes caused by the 2022 hurricanes was corrected.

The inspection revealed there is concrete pitting along the wingwalls and sluice walls; the tubular gate frames, gusset plates, gate edge closure strips and downstream face of gate and the vertical supports for the trash screens are rusted; the downstream aprons and the energy dissipators are pitted, with one severe spall on an energy dissipator with exposed rebar. Multiple spalls and cracks in the concrete wingwalls and sluice walls were observed; the upstream western wingwall and the sluice wall have extensive spalling; peeling paint is evident with patches of concrete exposed. There is minor erosion on the eastern bank above the downstream apron.

It is recommended that Structure S-101 above water level concrete surfaces be painted due to the severity of the paint peeling and amount of exposed concrete. Also, it is recommended that Structure S-101 be added to the Major Rehabilitative / Non-Routine Program in the coming years. Ahead of major rehabilitation, routine maintenance should address the more severe spalls and cracks as able, as well as the energy dissipator spall.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-101A

Structure S-101A consists of 35-foot-long Sharp Crested Weir with two 60-in diameter reinforced concrete pipes under Buena Vista Drive. This structure is located north of Hotel Plaza Boulevard, under Buena Vista Drive, between Black Lake and Village Lake.

In 2020 the two pipes crossing under Buena Vista Drive were lined to correct joint degradation between the pipes and the headwall. At that time, new staff gauges were installed.

The inspection revealed there is one small spall in the eastern corner of the upstream concrete weir box and two small spalls in the headwall downstream between the two pipes. Moderate rust is present on the connector angle between the sheet pile wall and the headwall downstream; the eastern downstream sheet pile has small leaks at the joints due to moderate corrosion along joints; and a spall was observed along the downstream sheet pile cap.

No repairs are required at this time.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-103A

Structure S-103A consists of two D355 Amil gates. This structure is located on the L-103 Canal, near Buena Vista Drive North.

Minor repairs have been on-going at this structure. The upstream channel was partially dredged in 2019; however, at that time it was found that subsequent to the structure installation in the late 1960's, utilities had been installed upstream of the gate at an elevation that prevented the dredging to reach full depth. The trash screen cables were replaced, and new staff gauges were installed in 2020. In 2022, the downstream erosion under the aprons was repaired; the shocks were replaced, and the structure was greased.

The inspection revealed an increase in the shoaling upstream of the gate; intermittent cracking along the sluice walls and wingwalls; moderate concrete pitting of the sluice walls and floor; moderate pitting of the energy dissipators; moderate rust on tubular gate frames and gusset plates; corrosion along gate edge closure strips and vertical trash screen supports; and a crack on the downstream wingwall was observed to be leaking with efflorescence present. The trash screens are misaligned and broken.

It is recommended that the concrete crack and the trash screen support be repaired, and the broken trash screen be repaired and realigned.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-105

Structure S-105 consists of two D355 Amil gates. This structure is located on the L-105 Canal, north of Vista Boulevard.

This structure underwent major repairs in 2010 to address cracks and spalls located along the sluice walls and wingwalls. At that time, all concrete surfaces were coated. In 2017, the steel gate and support structure were reconstructed and all structure components above the water line were repainted; new staff gauges were installed in 2020. In 2022, all of the shock absorbers were replaced.

The inspection revealed mild concrete pitting of the wingwalls, energy dissipators and aprons and moderate concrete pitting of the sluice floor, center pier and downstream sluice walls with a couple moderate to severe spalls. There is minor spalling on the wingwalls and corrosion present on the gate faces, sluice gate valve and vertical guides for the trash screen and cracks were observed along the walkway supports. There is minor shoaling upstream of the gates and minor siltation downstream of the gates. Erosion is occurring behind both upstream wingwalls and along the edge of the downstream east apron. It appears the erosion along the upstream western wingwall may be caused by the piping for the pump attached to the structure.

It is recommended to coordinate with RCES regarding the pump system to have them test for leaks so that the erosion along the upstream wingwalls can be repaired. In addition, the concrete cracks along the walkway support and the moderate to severe spalls should be addressed in routine maintenance.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-105A

Structure S-105A consists of one D355 Amil gate. This structure is located on the L-105 Canal at Bay Lake.

Rehabilitation work was completed during FY14. The gate shock was replaced, the structure greased, and the gate chain removed in 2021. In 2022, the shock connection was repaired.

The inspection revealed there is minor shoaling downstream with about 2-in to 3-in of silt deposit on the downstream aprons. There is minor concrete pitting on the downstream sluice floors and energy dissipators and minor corrosion of the downstream gate edges, tubular support frames, trash screens and gusset plates. There is moderate rust along the ballast joints. Minor concrete cracking at the top of the upstream wingwall; a crack in the wall at the bearing platform, and erosion behind the upstream wingwalls and under the western downstream apron.

It is recommended that the erosion of the downstream apron and the crack at the gate bearing grout pocket be addressed as routine maintenance.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-401A

Structure S-401A consists of a 65-ft Steel Sharp Crested Weir. This structure is located on the L-401 Canal, west of World Drive and south of Osceola Parkway.

Non-routine maintenance was performed during FY12, and the entire steel structure coated above the water line; new staff gauges were installed during 2020.

The inspection revealed there is mild corrosion on the sheets, extensive section loss on the cap of the sheet pile wall; the sluice gate shaft and frame have moderate corrosion below the water line; there are minor concrete cracks and pitting on the upstream headwall at the waterline; the downstream headwall has moderate cracking. There is sediment buildup at the upstream end of the culvert within the middle pipe.

It is recommended to remove the sediment that is partially obstructing the culverts. Evaluation should occur regarding the sluice frame and weir cap regarding future rehabilitation and replacement options.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-402D

Structure S-402D consists of a Steel Sharp Crested Weir. This structure is located on the L-402 Canal, east of World Drive and north of Osceola Parkway.

Non-routine maintenance was performed during FY12, and the entire steel structure coated above the water line; new staff gauges were installed in 2020.

The inspection revealed the sheets are in good condition, with minor flaking and rust occurring near the sluice gate and a few heavy spots of rust near joints. There is minor corrosion and rust on the sluice gate frame and shaft. The sluice gate was unable to be closed, therefore it was unable to be inspected. The downstream riprap appears to be starting to fail with areas of exposed filter fabric and vegetation overgrowth is occurring with vegetation encroaching into the walkway.

It is recommended to perform a detailed inspection of the sluice gate to determine if operation is impacted by debris or structural damage. Recommended vegetation overgrowth and riprap concerns be addressed as routine maintenance.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-403

Structure S-403 consists of a 243-ft Broad Crested Weir. This structure is located on the L-403 Canal, east of Epcot Resorts Boulevard. The structure was constructed in 2019.

The inspection revealed the concrete cap has very minor spalling occurring on the upstream side, along the bottom corner of the cap. Hairline cracks in the concrete cap with staining are developing. In addition, the previously repaired cracks on the top of the cap have cracks and peeling in the epoxy starting. The upstream side of the sheet pile has minor surface rust at and just below the water surface. Both sides of the sheet pile have minor rust forming along the joints of the sheet pile and intermittently along the sheets. Minor erosion is also starting to occur around the top corner of the cap on the south embankment.

No structural repairs are required at this time.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-403A

Structure S-403A consists of two D630 Amil gates. This structure is located on the L-403 Canal, west of World Drive and north of Buena Vista Drive.

The intermittent non-structural cracks located along the sluice walls, center pier, center catwalk pedestal and wingwalls have been previously repaired. The shock absorbers were replaced in 2018 and the southern gate was painted. New staff gauges were installed in 2020, the northern gate was checked to confirm no water had entered the ballast and downstream apron erosion was corrected in early 2022.

The inspection revealed there is moderate concrete pitting of the sluice walls, center pier and wingwalls, light to moderate concrete pitting in the sluiceway floor, energy dissipators and downstream apron; small spalls in the downstream wingwall and concrete bridge pile, moderate rust in the tubular gate frames, T-bar support, gusset plates and bolts, gate edge closure strips with the heaviest corrosion occurring at and below the waterline. The trash screen supports are corroded, with significant blistering and flaking and section loss.

It is recommended that gates be rebalanced, the trash screen supports repaired; the remaining minor items to be addressed as routine maintenance.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-405

Structure S-405 consists of one D800 Amil gate. This structure is located on the L-405 Canal at Bear Island Road.

Rehabilitation work was completed during FY15. During 2020 new staff gauges were installed and a concrete spall along the west gate seat was repaired. In 2021, water was found in the ballast, removed and the ballast resealed to restore normal operations.

The structure sustained considerable damage due to the hurricanes in 2022. This damage included significant spalling at the gate leaf and trunnion support blocks, broken shocks, and significant damage to the trash screens channels/supports and trash screens. Initial repairs were commenced immediately following the hurricanes, including replacing the shocks and adjusting the shock arms, patching the spalls around the gate leaf and support blocks, and removing the damaged trash screens and the supports in order to protect the gate from further damage. Construction plans to address the remaining damage including reinstalling the trash screen supports, replacement of the trash screens and full concrete repair at the damaged areas, as well as to address routine maintenance items were completed in mid-2023. Coordination has been ongoing with the gate manufacturer to finalize the construction bid package components.

The inspection revealed the previous spall patches at the gate seat and grout packet at the support blocks are starting to fail, there is minor pitting and a couple minor spalls along the sluice floors, minor rust and paint peeling is occurring on the gate and minor erosion is occurring on the upstream east embankment.

This structure is scheduled for major rehabilitation during FY 2025.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-405A

Structure S-405A consists of two D280 Amil gates. This structure is located on the L-405 Canal at the north property line.

This structure was completely rehabilitated in FY14. The cracks and spalls above and below the water line were repaired. The steel gate leaves were repaired, and the structure was completely coated. In 2019, the shocks were replaced, and the gate ballasts were tapped to ensure no leaks were present. In 2020 new staff gauges were installed and in early 2022 the erosion along the downstream aprons was repaired.

The inspection revealed minor corrosion on the faces of the gate, trash screen channels and supports; moderate to severe corrosion on the shock absorbers, gusset plate, gate bolts and the lower third of the tubular support frames; hairline cracks along the downstream sluice wall and center pier; epoxy delamination with a small spall on the center pier; minor pitting on the upstream wingwalls and downstream sluice walls and floor; minor spalling; and erosion on the upstream endwalls, cutting behind the wing wall. The handrail along the eastern wingwall including the ladder handrail have been damaged and chain post is loose.

The ladder handrail and the chain post should be replaced. In addition, it is recommended to rebalance the gates, replace the shocks and repair the holes in the tubular frames. The upstream erosion and gate bolts shall be monitored.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-405C

Structure S-405C consists of one D200 Amil gate. This structure is located on the Pilot Canal on the west side of Seven Seas Lagoon.

This structure was completely rehabilitated in FY14. The cracks and spalls above and below the water line were repaired; the steel gate leaf was repaired, and the structure was completely coated at that time. New staff gauges were installed in 2020; a crack in the shock mounting arm was repaired and the shock was replaced in 2021.

The inspection revealed the gate edges and upstream gate face are showing minor surface corrosion, two holes in the top of the gate approximately 0.5-in in diameter; minor erosion occurring behind the upstream sheet pile wing walls; the cap of the sheet pile is loose.

It is recommended that the sheet pile cap be secured, the small holes in the top of gate repaired, and the erosion item listed above be addressed as routine maintenance.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-405D

Structure S-405 consists of a 575' Steel Sharp Crested Weir. This structure is located within the Spreader Swale for the World Drive Regional Stormwater Management Facility, south of Bear Island Road and Car Care Drive and outfalls southwest into an adjacent wetland that eventually connects to the L-405 Canal. The structure was constructed in 2020.

The inspection revealed the concrete cap has very minor spalling occurring at the northwestern apron and at several locations along the upstream side of the cap. Hairline cracks in the concrete cap and both aprons are developing. In addition, the previously repaired spall on the top of the cap has cracked. No items were noted below water surface. The geoweb is partially exposed towards the southeastern apron and vegetation is growing throughout.

No structural repairs are required at this time.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-407

Structure S-407 consists of two D500 Amil gates. This structure is located on the L-407 Canal near Floridian Way.

This structure underwent major modifications in FY16. The structure deck was replaced to increase the load capacity, a concrete barrier wall and new guardrail system was installed for added safety; the steel gate was refurbished and painted. The intermittent non-structural cracks located along the sluice walls, center pier, north and south walls and wingwalls have been previously repaired. New staff gauges were installed in 2020. In 2022, the structure had routine maintenance to replace the shock absorbers.

The inspection revealed there is light concrete pitting on the upstream sluice walls, downstream aprons, energy dissipators and wingwalls; moderate to heavy pitting along the downstream sluice walls, center pier and gate floor, especially along the waterline and near the gates; moderate cracks in the sluice walls, varying in length and typically a quarter inch wide and deep (some appear to extend from previously repaired cracks); multiple small spalls that range a few inches in diameter and one to three inches deep are present along the downstream sluice walls and center pier; light corrosion on the gate chains, shocks and gate edges, with minor paint flaking and rust showing through on the gate; moderate corrosion on the south gate corner at a previous repair patch, severe corrosion on the top of the gate; corrosion on the trash screen channels and supports; minor shoaling upstream of the structure; and erosion under the downstream south apron that spans the entire length of the apron and is cutting 6' behind the wingwall.

It is recommended that the gate ballast be checked, the gates rebalanced, the small holes on the top of the gate be repaired and the downstream erosion shall be corrected. The corroded gate edges, moderate spall and concrete cracks in the sluice wall shall also be addressed as part of routine maintenance.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-410

Structure S-410 consists of two D280 Amil gates. This structure is located on the L-410 Canal, west of Bear Island Road.

This structure was completely rehabilitated in FY14. The cracks and spalls above and below the water line were repaired; the steel gate leaves were repaired, and the structure was completely coated. In 2019 the shocks were replaced, the ballast was tapped and a leak in the ballast repaired, and the structure was greased. In 2020 new staff gauges were installed on the structure and in early 2022 the erosion under the downstream aprons was repaired.

The inspection revealed the paint along the structure walls is starting to peel; an epoxy patch previously applied is delaminating on the upstream sluice wall; there is minor corrosion on the lower third of the tubular gate frame, gusset plates, and along the gate edges; corrosion on the trash screen support beam below the water level and the bottom ends of the tubular support frame; moderate concrete crack on the downstream sluice wall; a moderate spall at the joint of the downstream sluice wall, two small spalls are present on the energy dissipators, damaged guardrail and the bank access has been eroded.

It is recommended the crack and spall at the joint of the downstream sluice wall and the small site of apron undermining downstream should be monitored. The gates should be rebalanced, the trash screen supports and bank access erosion repaired.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-410B

S-410B is a 30-foot-long Steel Sharp Crested Weir. The structure is located on the 410 Canal, just east of Animal Kingdom.

The inspection revealed minor corrosion on the sheets, primarily located along the water line and minor rust flaking is occurring.

No repairs are recommended at this time.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure S-411

Structure S-411 consists of two D280 Amil gates. This structure is located on the L-411 Canal near the D-5 canal.

This structure was completely rehabilitated in FY14. The cracks and spalls above and below the water line were repaired; the steel gate leaves were repaired, and the structure was completely coated. In 2019 the shocks were replaced, the ballasts were tapped and checked for leaks and the structure was greased. In 2020 new staff gauges were installed.

The inspection revealed that minor rust has formed along the access ladder and walkway bolts, shocks, trash screen channels, ballast welds and gate edges; corrosion has occurred along the bottom 6 inches of the gusset plates; the paint along the sluice walls is peeling and a small spall is present on the sluice wall downstream of the southern gate; there is minor pitting along the sluice floor; a moderate crack is present on the north downstream apron; minor erosion is present at the ends of the upstream wingwalls; minor pitting and one small spall on the north wingwall; and signs of seepage staining was observed at the joint between the sluice wall and wingwall.

The joint between the sluice wall & wing wall should be sealed and the gate should be rebalanced. No other repairs are recommended at this time.



CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PLANNING AND ENGINEERING

Structure V-6-A

Structure V-6-A consists of two 48-inch diameter reinforced concrete pipes with a Sluice gate on each end. This structure is located on the C-1 Canal, south of U.S. 192.

In 2020, new staff gauges were installed, debris was removed from upstream of the sluice gates and approximately one fourth of the upstream decking was replaced.

The inspection revealed that the north sluice gate is inoperable and cannot be completely closed. It is unclear if there is debris stuck in the sluice gate or if the gate is damaged. In addition, both sluice gates are loose. The upstream and downstream wooden decks have areas of wood rot and some loose planks and railings.

It is recommended the sluice gate be re-secured to the deck and to investigate if debris is blocking the pipe. Sluice gate replacement (if necessary) and scope of deck repair work shall be detailed so that this work can be programmed in an upcoming fiscal year.



CENTRAL FLORIDA TOURISM

OVERSIGHT

DISTRICT

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 8.1

Board Meeting Date: 10/23/2024

Subject: Project L Owner Furnished Materials (Electric Service)

Presented By: Chris Ferraro, Director, Reedy Creek Energy Services

Department: Utility Services

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #8.1 establishing an allowance for the procurement of owner-furnished materials necessary to provide electric service for “Project L” in the amount of \$4,000,000

RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: N/A

BACKGROUND:

During the pandemic the transformer manufacturing industry was among those that experienced severe supply chain disruptions resulting in a significant increase in delivery times for products that support electric utility systems, including switchgear, cable, and transformers. While recovering from many of those disruptions the delivery times have continued to be impacted by rising demand attributed to increasing electrification across the globe, a growth in large customers such as data centers, and an increase in replacement needs due to infrastructure damage from natural disasters such as hurricanes and floods.

Recent lead times for new equipment includes:

- Electrical switchgear and 15kV underground cable = +/- 1-year
- Standard voltage transformers = >1 to +/- 2-years
- Non-standard voltage or large power transformers = >2-years

FINDINGS AND CONCLUSIONS:

The District received a Utility Service Request for a new customer. Extensions and additions to the District’s electric distribution system will be necessary to provide the requested electric service. Given the extensive lead times for new equipment, Staff recommends approval of an allowance of \$4,000,000.00 for owner furnished materials, including cable, transformers, switches, and appurtenant items, so purchase orders for the required equipment can be issued as soon as the design criteria are finalized for each item.

FISCAL IMPACT:

There is no Utility rate impact in fiscal year 2025. There is sufficient cash in the Utility Division’s Unrestricted Reserves Fund to pay any percentage of the purchase price required upon ordering and reserve funds for any unexpected cancellation fees. All other cash flows associated with this purchase are expected in the fiscal years 2026 and 2027. Additional incremental payments required and the full project to supply this customer will be planned and budgeted in FY26 and FY27.

PROCUREMENT REVIEW:

Individual purchase orders will be reviewed and approved for compliance with the District’s procurement policies prior to issuance.

LEGAL REVIEW:

This agenda item has been reviewed by the District’s General Counsel.

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS:

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 8.2

Board Meeting Date: 10/23/2024

Subject: Epcot Central Energy Plant Cooling Tower Basin Improvements

Presented By: Chris Ferraro, Director, Reedy Creek Energy Services

Department: Utility Services

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #8.2 contract with McKim & Creed Inc. for professional engineering for improvements to the condenser water and cooling tower systems at the Epcot Central Energy Plant in the amount of \$295,859 plus 10% contingency for a total of \$325,444.90, plus a RCES design/support services fee not-to-exceed \$75,000

RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: Bid Posting Date: March 17, 2024

BACKGROUND:

The Epcot Central Energy Plant is designed to produce chilled and hot water to meet industrial and attraction demand requirements at the Epcot Theme Park and the Beach Club Resort. Chilled water production equipment at the plant includes eight (8), 2,000-ton industrial chillers, four (4) counter-flow concrete cooling towers, chemical feed systems, and associated pumps, piping, valves, and controls.

Cooling towers 1-3 are original to the construction of the energy plant in the 1980's and are connected via a common condenser water basin. In 1989 cooling tower 4 was added, along with an additional condenser water basin and associated pumps, valves, and piping. The primary objective of this project is to design and implement upgrades to interconnect the condenser water basins and piping headers to improve the operational flexibility of the overall energy plant and to provide the ability to isolate individual cooling towers and/or condenser water basins for maintenance without interrupting production or service.

FINDINGS AND CONCLUSIONS:

On March 17, 2024, Letter of Interest #C006553 was issued for engineering services in support of the Epcot Central Energy Plant Cooling Tower Basin Improvements project at Epcot. Six (6) responses were received as follows:

Vendor	Location	Proposal Ranking
McKim & Creed	Winter Park, FL	1
Salas O'Brien	Orlando, FL	2
EXP US Services Inc.	Chicago, IL	3
Affiliated Engineers SE, Inc.	Newberry, FL	
GAI Consultants, Inc.	Orlando, FL	
SGM Engineering, Inc.	Orlando, FL	

McKim & Creed was the highest scoring firm.

The Utilities Division is requesting approval of Contract # C006553 with McKim & Creed for professional engineering services for improvements to the condenser water and cooling tower systems associated with the chilled water utility at the Epcot Central Energy Plant in the amount of \$295,859.00 plus 10% contingency for a total of \$325,444.90 plus a Design/Support Services fee of not-to-exceed \$75,000.00 for the design and bidding phases.

FISCAL IMPACT:

Funding will be from the CFTOD Series 2021-2 Utility Revenue Bonds (Taxable).

PROCUREMENT REVIEW:

This agreement has been reviewed and approved for compliance with the District's procurement policies.

LEGAL REVIEW:

This agenda item has been reviewed by the District's General Counsel.

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS:

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 8.3

Board Meeting Date: 10/23/2024

Subject: Epcot High Potential Load-Break Switch Replacement

Presented By: Chris Ferraro, Director, Reedy Creek Energy Services

Department: Utility Services

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #8.3 contract with Chen Moore and Associates Inc. for professional engineering for the replacement of high potential load-break switches and unit substation transformers at Epcot in the amount of \$570,335.10 plus 10% contingency for a total of \$627,368.61 plus a RCES design/support services fee not-to-exceed \$200,000

RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: Bid Posting Date: February 17, 2024

BACKGROUND:

There are forty (40) high potential load-break (HPL) switches on the Epcot electric 12,000-volt distribution unit substation system. Each HPL switch is a part of a unit substation and feeds the respective unit substation transformer. These switches show signs of heavy rust, equipment degradation and water damage or intrusion. Most switches are thirty (30) to forty (40) years old and are at or approaching the end of their useful life. The primary objective of this project is to replace ten (10) of these HPL switches with dead front pad-mounted equipment (PME) switches while minimizing the number of service interruptions during replacement.

FINDINGS AND CONCLUSIONS:

On February 17, 2024, Letter of Interest #C006528 was issued for engineering services in support of the Epcot High Potential Load-Break Switch Replacement project at Epcot. Three (3) responses were received as follows:

Vendor	Location	Proposal Ranking
Chen Moore and Associates, Inc.	Maitland, FL	1
EXP US Services Inc.	Chicago, IL	2
RMS Energy	Little Falls, MN	3

Chen Moore and Associates, Inc. was the highest scoring firm.

The Utilities Division is requesting approval of Contract # C006528 with Chen Moore and Associates, Inc. for professional engineering services for the replacement of high potential load-break switches at Epcot in the amount of \$570,335.10 plus 10% contingency for a total of \$627,368.61 plus a Design/Support Services fee of not-to-exceed \$200,000.00 for the design and bidding phases.

FISCAL IMPACT:

Funding will be from the FY25 Utility Capital Planned Work budget.

PROCUREMENT REVIEW:

This agreement has been reviewed and approved for compliance with the District's procurement policies.

LEGAL REVIEW:

This agenda item has been reviewed by the District's General Counsel.

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS:

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
BOARD OF SUPERVISORS REPORT 8.4**

Board Meeting Date: 10/23/2024

Subject: 69,000-volt Substation Transformer Replacements

Presented By: Chris Ferraro, Director, Reedy Creek Energy Services

Department: Utility Services

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #8.4 the purchase of two 69,000-volt substation transformers from Prolec GE Waukesha in the amount of \$3,493,186

RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: N/A

BACKGROUND:

The Electric System has five ties to the Florida electric transmission grid at the 69,000-volt level. Power supply to the District is routed to ten (10) substations across 28 circuit miles of 69,000-volt line, of which 14 miles are underground and 14 miles are overhead. One (1) substation connects the Origis Citrus Ridge Solar Array to the grid. The remaining nine (9) substations have fifteen (15) power transformers that transform the power for the distribution system operated at a nominal voltage of 12,470-volts.

FINDINGS AND CONCLUSIONS:

The typical service life of a transformer is 30 years under standard operating conditions. However, life expectancy can be much longer depending on the loading characteristics, environmental conditions, and routine maintenance practices. Each of the District’s 69,000-volt to 12,470-volt transformers are inspected annually and a dissolved gas analysis is completed to provide data related to the internal health of each transformer. Data collected from the inspections and analyses is used to inform the Utility Division’s Capital Improvement Program. The most recent replacements were the two (2) transformers at the Lake Buena Vista Substation in 2022. The latest data indicates the need for a planned replacement of transformers at the Epcot substation. These transformers were installed in 1981. Given the extensive lead time (137 to 170-weeks), Staff recommends issuing a purchase order to procure two (2) new transformers.

Vendor	Location	Amount
Prolec GE Waukesha	Wisconsin	\$3,493,186.00
Hitachi Energy (ABB)	Mississippi	\$4,537,600.00
Delta Star	Virginia	\$4,800,000.00

FISCAL IMPACT:

There is no Utility rate impact in fiscal year 2025. There is sufficient cash in the Utility Division’s Unrestricted Reserves Fund to pay the required 10% of the purchase price due when ordering and an additional 10% held in reserve for a cancellation fee. All other cash flows associated with this purchase are expected in the fiscal years 2027 and 2028. Additional incremental payments required and the full project to replace the Epcot substations power transformers will be planned and budgeted in FY27 and FY28.

PROCUREMENT REVIEW:

The purchase has been reviewed and approved for compliance with the District’s procurement policies.

LEGAL REVIEW:

This agenda item has been reviewed by the District's General Counsel.

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS:

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 8.5

Board Meeting Date: 10/23/2024

Subject: Three-Year Continuing Services Contracts for Various Professional Engineering Services

Presented By: Chris Ferraro, Director, Reedy Creek Energy Services

Department: Utility Services

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #8.5 award of three-year continuing service contracts to the top-ranked and selected firms for electrical, hydrology/wastewater, and mechanical engineering services

RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: Bids released on July 14, 2024 and July 15, 2024

BACKGROUND:

The District's Procurement & Contracting Department issued three Request for Letters of Interest to engineering firms specializing in hydrology, wastewater, mechanical and electrical engineering for continuing services for engineering design and support. The exact scope of work and scale of the services will be defined during each project initiation and issued task work order.

Typical tasks related to these engineering services include, but are not limited, to the following:

- Capital improvement and utility master planning;
- Preliminary engineering assessments and conceptual design;
- Design service including the development of plans, specifications, control sequence of operation and integration, details, etc.;
- Construction administration services;
- Value-engineering alternatives analysis;
- Hydraulic modeling;
- Hot tap/line stop analysis and design;
- Temporary Traffic Control analysis and design;
- Roadway and intersection restoration and design as applicable to utility designs;
- Topographic survey and geotechnical soils analysis;
- Overhead and underground 69kV transmission system design.

FINDINGS AND CONCLUSIONS:

On July 14, 2024 and July 15, 2024, Letters of Interest # C006606, #C006607, and #C006609 were issued to the public for support of various projects for hydrology, wastewater, mechanical, and electrical engineering needs of the District. The solicitations were well received and participation occurred from a large section of the engineering firms servicing the Central Florida region. Fourteen (14) responses were received for the hydrology & wastewater engineering solicitation, sixteen (16) responses were received for the mechanical engineering solicitation, and nineteen (19) responses were received for the electrical engineering solicitation.

The letters were reviewed and discussed by a formal selection committee during a public meeting on the following schedule:

August 28, 2024	3:00pm	Hydrology and Wastewater Engineering
September 03, 2024	11:00am	Electrical Engineering
September 03, 2024	3:00pm	Mechanical Engineering

Firms that achieved a minimum score of 90 pts out of a 100 scale were awarded a contract. The awards are as follows:

Hydrology & Wastewater Engineering Awards	
Consultant	Local Office
<u>Ardurra Group, Inc.</u>	Tampa, FL
ARMINIUS Consultants LLC	Orlando, FL
<u>Burgess & Niple, Inc.</u>	Orlando, FL
<u>Carollo Engineers, Inc.</u>	Orlando, FL
CHA Consulting, Inc.	Winter Springs, FL
<u>ChastainSkillman, LLC</u>	Orlando, FL
Chen Moore and Associates, Inc.	Maitland, FL
CPH Consulting LLC.	Orlando, FL
GAI Consultants, Inc.	Orlando, FL
<u>Half Associates, Inc.</u>	Windermere, FL
<u>Rummel, Klepper, & Kahl, LLP</u>	Orlando, FL
Tetra Tech, Inc.	Orlando, FL

Electrical Engineering Awards	
Consultant	Local Office
Chen Moore and Associates, Inc.	Maitland, FL
HBK Engineering, LLC / QUES	Lake Mary, FL
QTIB Engineers LLC	Orlando, FL
<u>The Fishel Company</u>	Groveland, FL
<u>TRC Engineers, Inc.</u>	Maitland, FL
Westwood Professional Services	Orlando, FL

Mechanical Engineer Awards	
Consultant	Local Office
<u>Mckim & Creed</u>	Orlando, FL
Cape Design Engineering Co.	Melbourne, FL
Wade Trim, Inc.	Orlando, FL
Salas O'Brien Florida, Inc.	Orlando, FL
<u>C&S Engineers, Inc</u>	Orlando, FL
EXP US Services Inc.	Orlando, FL
DDC Engineering, Inc.	Rockledge, FL
BCER Engineering, Inc.	Melbourne, FL
SGM Engineering, Inc.	Orlando, FL

FISCAL IMPACT:

Individual projects under the continuing contracts will be issued through Task Work Orders. The individual Task Work Orders will be funded from approved and budgeted funding of the District and Utility budgets and CFTOD Series Utility Revenue Bonds (Taxable)

PROCUREMENT REVIEW:

This action has been reviewed and approved for compliance with the District's procurement policies.

LEGAL REVIEW:

The contracts will be reviewed for form and legality by the District's General Counsel.

SUPPORT MATERIALS:

- Contract Example
- Evaluation Score Sheets