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GOOD MORNING, LADIES AND GENTLEMEN. WELCOME TO THE SUPREME COURT. FIRST CASE ON THE COURT'S CALENDAR FOR ORAL ARGUMENT IS STATE OF FLORIDA VERSUS OSCEOLA COUNTY. MR. MANGAS.

THANK YOU, CHIEF JUSTICE HARDING. GOOD MORNING, YOUR HONORS. THIS IS A DIRECT APPEAL FROM THE OSCEOLA CIRCUIT COURT, IN A BOND VALIDATION CASE. JUDGE, NOW CHIEF JUDGE TED COLEMAN, VALIDATED NOT TO EXCEED \$35 MILLION IN BONDS SOUGHT TO BE ISSUED BY OSCEOLA COUNTY. THAT JUDGEMENT WAS AFFIRMED BY THIS COURT, LAST YEAR ON MAY 27, 1999, FOLLOWING ORAL ARGUMENT IN THIS COURT, ON MARCH 5. I REPRESENT, AS THE ASSISTANT STATE ATTORNEY ON THIS CASE, ON BEHALF OF LAWSON LAMAR, THE STATE ATTORNEY FOR THE NINTH JUDICIAL CIRCUIT FOR ORANGE AND OSCEOLA COUNTIES, APPELLANT, THE STATE OF FLORIDA, THE LEAD DEFENDANT IN THIS CASE. IMMEDIATELY FOLLOWING THIS COURT'S RENDERATION OF DECISION ON MAY 26, THE STATE OF FLORIDA FILED A MOTION FOR REHEARING. A COUPLE WEEKS AGO, THIS COURT SET THAT MOTION FOR HEARING TODAY, FOLLOWING A MOTION TO EXPEDITE APPEAL, THE SECOND SUCH MOTION FILED BY THE COUNTY IN THIS CASE. THE STATE ESSENTIALLY ATTACKS THREE KINDS OF AREAS. IN SUGGESTION, THE COURT MAY HAVE OVERLOOKED OR MISS AND BEHINDED AREAS, ARGUMENT THAT THE STATE OF FLORIDA MADE BELOW AND IN THIS COURT, IN ITS BRIEFS. THESE MAY BE ALL CATAGORIZED AS FOLLOWS. THE FIRST WE CHARACTERIZE AS A JURISDICTIONAL ARGUMENT. ESSENTIALLY WE SUGGEST THAT, BASED ON THE FOUR CORNERS OF THIS COURT'S DECISION, THIS COURT SHOULD, UNDER THE LOGIC OF THIS COURT'S FOOTNOTE 13, HAVE REVERSED, IN RELEVANT PORTION, THE JUDGMENT BELOW. SPECIFICALLY THAT PORTION OF THE JUDGMENT WHICH VALIDATED AND APPROVED AND RATIFIED THE DEVELOPMENT AGREEMENT AND THE OPERATING AGREEMENT IN THIS CASE. THE COURT, AT THE OUTSET OF THIS COURT'S DECISION, NOTED THAT CHIEF JUDGE COLEMAN NOT ONLY VALIDATED THE BONDS BUT HE AUTHORIZED A TAX LEVY OF A FIFTH SET OF TAX AND, ALSO, SPECIFICALLY AFFIRMED A DEVELOPMENT AGREEMENT, NAMELY AN EUPHEMISM FOR A PURCHASE AND SALE AGREEMENT BETWEEN THE COUNTY AND THE PRIVATE INTEREST AND, ALSO, DID THE SAME FOR AN OPERATING AGREEMENT BETWEEN THE COUNTY AND THOSE SAME PRIVATE INTERESTS.

WHAT IS YOUR POSITION ON HOW FAR THIS COURT SHOULD BE LOOKING, AS FAR AS BOND VALIDATION?

THAT IS EXACTLY --

CONCERN AND THE ARGUMENT BEING MADE, NOW, THAT WAS NOT MADE BEFORE?

LET ME ADDRESS THE FIRST ONE BRIEFLY, AND I WILL GIVE IT AS MUCH TIME, AS WELL, AS YOU WANT, AND THEN AS MUCH TIME AS I NEED TO SPEND ON THIS ARGUMENT ON THE SECOND ONE OF -- THE SECOND ONE. THE FIRST ONE IS THAT YOUR HONOR, YOU, JUSTICE SHAW, SPECIFICALLY ASKED TWICE OR THRICE OF THE COUNTY APARTMENTS COUNSEL, AND -- OF THE COUNTY'S COUNSEL, AND YOU GOT NO ANSWER, AS A PRACTICAL MATTER, THAT THE COUNTY GAVE YOU. THE FIRST ANSWER IS ONE THAT IS ESSENTIALLY NEUTRAL, THAT IS A PLAYING FIELD ANSWER. THE STATE, FOR PURPOSES OF DISCUSSION TODAY, WOULD EMBRACE ALL OF THIS COURT'S EXISTING CASE LAW, REGARDING COLLATERAL MATTERS. WE, IN A BOND VALIDATION CONTEXT IN FLORIDA, REFER TO COLLATERAL MATTERS. THAT IS A CONCLUSION OF THIS COURT OR OF A TRIAL COURT, THAT IT IS A MATTER BEYOND THE JURISDICTION OF THE TRIAL COURT. IN THIS CASE, THE THIS COURT SPECIFICALLY HELD, IN FOOTNOTE 13, THAT THE STATE'S ARGUMENTS REGARDING THE APPROPRIATE AND COMPLETENESS OF THE OPERATING -- OF THE APPROPRIATE

RIGHT AND COMPLETENESS OF THE BOND VALIDATION IS CHALLENGED. THAT IS IF HE ATTACKS THE BOND ORDINANCE AND HE ATTACKS THE BOND RESOLUTION AND HE ATTACKS, IF NECESSARY, THE STATUTE, IT IS A MISNOMER, IN FACT IT IS A MISCARRIAGE, TO SAY THAT HE IS MERELY ATTACKING A CONTRACTOR THAT HE IS MERELY DEBATING THE BUSINESS JUDGMENT OF A CONTRACT. SO DISTINCTION CAN BE VERY SHARPLY DRAWN, AND IF ONE DRAWS THE DISTINCTION THAT WAY, YOU IMMEDIATELY HARMONIZE YOUR DECISIONS IN SUNRISE LAKES, PHASE II, AND IN CASES LIKE McCAUGHEY, YOU HARMONIZE THEM WITH THOSE CASES THAT SAY THE HOMEOWNERS CANNOT COMPLAIN, BECAUSE THEY DO NOT LIKE A PARTICULAR TAX OR BECAUSE THEY CANNOT AFFORD A PARTICULAR TAX OR, AS WE SOMETIMES HAVE SEEN IN FLORIDA APPEALS, WHERE SOMEONE CLAIMS, IN A BOND VALIDATION, THAT THE I.R.A. WILL DEEM THIS DEAL NONTAXABLE, NONTAX EXEMPT. THIS COURT CAN READILY SAY, IN ALL OF THOSE CASES EASILY, AND HAS, THOSE ARE COLLATERAL. THE STATE DID NOT FALL INTO ANY OF THOSE SAND TRAPS. THE STATE THREADED THE NEEDLE. TRADITIONAL CONSTITUTIONAL APPROACH, TRADITIONAL STATUTORY INSTRUCTION APPROACH, AND IN A LONG SERIES OF QUESTIONS, BACK AND FORTH COLLOQUY WITH JUSTICE ANSTEAD AND ME A YEAR AGO, I TRIED VERY HARD TO DELINEATE THAT DISTINCTION THEN, WITH RESPECT TO YOUR HONOR'S SECOND QUESTION. THE ALLEGATION IN THE RESPONSE TO THE MOTION FOR REHEARING IS THAT THIS IS BRAND NEW, THAT YOU HAVE NEVER HEARD THIS BEFORE. WE NEED TO DEAL WITH THIS VERY FIRMLY, AND THIS COURT NEEDS TO COME TO SOME VERY FIRM CONCLUSIONS ABOUT THAT. THE STATE CLAIMS, IN ITS MOTION FOR REHEARING, THAT THE SO-CALLED COLLATERAL MATTERS WERE FIRST INJECTED INTO THIS CASE BY CHIEF JUDGE COLEMAN, IN THE FIRST AND SECOND GHOST-WRITTEN, EX PARTE SHOW-CAUSE ORDERS, LONG BEFORE LAMAR EVER HEARD OF THIS CASE OR THIS COMPLAINT. IN THOSE EX PARTE SHOW-CAUSE ORDERS, ENTERED IN AUGUST OF '98, JUST A COUPLE MONTHS AFTER THE BOND RESOLUTION IN THIS CASE, COLEMAN SPECIFICALLY MADE REFERENCE TO THOSE AGREEMENTS AND COMMANDED THE DEFENDANTS IN THIS CASE, REQUIRED THEM TO SHOW CAUSE WHY THE PRAYERS OF THE COMPLAINT SHOULD NOT BE GRANTED. AND THE PRAYER FOR THE COMPLAINT IN THIS CASE SPECIFICALLY CALLED FOR THE VALIDATION AND RATIFICATION AND CONFIRMATION OF THE DEVELOPMENT AGREEMENT AND OPERATING AGREEMENT, SO I IMPLOR YOU, TODAY, TO OPERATE AS LEGAL HISTORIANS AND TO REMEMBER HISTORIAN ROBIN WINKS'S INJUNCTION THAT THE HISTORIAN DETECTIVE, WHERE DID THIS ISSUE, IF IT IS NEXT INJECTED, IT IS INJECTED IN PARAGRAPH FIVE OF THE COMPLAINT, AND PARAGRAPH 5 OF THE COMPLAINT, WHICH YOU HAVE AT PAGE 83 OF YOUR APPENDIX, THE COUNTY CLAIMS THAT THIS DEAL IS AUTHORIZED BY THREE L, WHICH IS DISCUSSED AT LENGTH IN YOUR OPINION OF SECTION 125.0104 OF THE FLORIDA LOCAL OPTION TOURIST DEVELOPMENT TAX ACT. SPECIFICALLY THE FIFTH CENT TAX ACT. AND IN THAT PARAGRAPH FIVE, THEY ALONG THAT, PURSUANT TO THAT STATUTE AND PURSUANT TO THE BOND ORDINANCE, 9713, THAT THIS WOULD BE FOR A PUBLICLY OWNED AND OPERATED CONVENTION CENTER. THE STATE OF FLORIDA FILED AN AMENDMENTED ANSWER THAT SPECIFICALLY SAID WE DON'T SEE WHERE, ANYWHERE WHERE IT IS ALLEGED THAT YOU CAN HAVE A PRIVATELY OPERATED ONE. WE HAD A SHAW CAUSE HEARING. THE STATE IN -- A SHOW CAUSE HEARING. THE STATE INVESTED AN HOUR OF TIME, TRYING TO EXAMINE THE WITNESSES, THA THAT THIS WOULD, IN FACT, BE UNDER THE SOLE MANAGERIAL CONTROL OF THE PRIVATE PARTIES. THE COUNTY GAVE AN ONE-MINUTE CLOSING ARGUMENT. IN THE CLOSING ARGUMENT, INITIAL CLOSING ARGUMENT, THEY REPRESENTED TO JUDGE COLEMAN, THAT THE EVIDENCE SHOWED THAT THE COUNTY, THAT THE CONVENTION CENTER WOULD BE COMPLETELY, IS COMPLETELY UNDER THE CONTROL OF THE COUNTY. THAT IS AT PAGE A-834 OF YOUR APPENDIX. IT IS A PAGE AND-A-HALF LONG CLOSING ARGUMENT. THE STATE INVESTED ENORMOUS AMOUNT OF TIME AND EFFORT IN THAT ARGUMENT, AT THAT POINT, SUGGESTING THAT, IN FACT, ALL OF THE EVIDENCE WAS TO THE CONTRARY AND THAT, IN FACT, THIS WOULD BE UNDER THE SOLE MANAGER OF CONTROL OF ODP, OSCEOLA DEVELOPMENT PARTNERSHIP, LP, OR ITS ASSIGN ASSIGNESE. THEN, AS JUSTICE PARIENTE'S QUESTIONS TO APPELLANT'S COUNSEL CONFIRMED A YEAR AGO, WITHIN SECONDS OF THE HEARING, JUDGE COLEMAN READ AND ENTERED THE FINAL JUDGMENT IN THIS CASE, WHICH JUSTICE PARIENTE CONFIRMED, THROUGH ADMISSIONS OF THE DOWNTOWN I -- OF THE COUNTY'S COUNCIL, AT ORAL ARGUMENTS, WAS A DEFENSE. IN FACT, IF YOU WERE A HISTORIAN

DETECTIVE, YOU WOULD FIND THAT IT WAS WRITTEN BEFORE THE LETTER OF TRANSMITTAL AND YOU HAVE THE RECORD OF IT FURNISHED TO THE STATE, AND IN PARAGRAPH 9 OF JUDGE COLEMAN'S GHOST-WRITTEN FINAL JUDGMENT, COLEMAN SAYS, ENTERED ABOUT 10 SECONDS AFTER HE READS IT, HE SAYS, IN PARAGRAPH 5 VERBATIM, BUT PARAGRAPH 56 THE COMPLAINT SAYS -- BUT PARAGRAPH 5 OF THE COMPLAINT SAYS, COLEMAN'S HOLDING AT PAGE A-84. HE SAYS THIS IS PURSUANT TO 3-L, PURSUANT TO THE BOND ORDINANCE, WHICH REALIZES A PUBLICLY OWNED AND OPERATED CONVENTION CENTER.

DID YOU MAKE THIS ARGUMENT IN YOUR BRIEF ON DIRECT?

I MOST CERTAINLY DID, YOUR HONOR. IN FACT I PUT IT IN THE SUMMARY OF THE ARGUMENT. I DIDN'T BURY IT IN A FOOTNOTE. I LAID IT SMACK DAB IN FRONT. YOU MUST UNDERSTAND, WHEN I AM WRITING THE INITIAL BRIEF, NO ONE AT THAT POINT HAS EVER DISCLAIMED ANYTHING I HAVE SAID. ALL THEY HAVE HAD IS AN ARGUMENT, THE COUNTY REPRESENTING TO COLEMAN, AS FAR AS I ADMIT, SUCKER PUNCHING COLEMAN, AS FAR AS TO WHAT THE DOCUMENTS IN THE EVIDENCE SHOWED, AND COLEMAN WENT WITH IT. THE INITIAL BRIEF, IN THE SUMMARY OF THE ARGUMENT, AT PAGES 22, 23, 24, LARGE, LARGE, ALL CAPS, WE TELL YOU, FLAT-OUT, JUST AS WE DID IN DEFECT THREE OF OUR AMENDED ANSWER, THAT WE ARE COMPLAINING NOT ONLY ABOUT THE BUYING OF THIS CONVENTION CENTER, AS OPPOSED TO FINANCING THE STRUCTURE, BUT, ALSO, WE ARE DEEPLY OFFENDED, BECAUSE IN STANTIR, THEY WILL TURN AROUND AND SIGN WITH THOSE SAME PEOPLE, AN OPERATING AGREEMENT. DO YOU REMEMBER ALL OF YOUR QUESTIONS TO ME, YOUR HONOR, ABOUT TURN KEY AGREEMENT. THIS IS A DEAL WHERE THEY BUILD IT. I AM THE COUNTY. I PAY THE DEVELOPER \$35 MILLION. THEY GIVE ME THE KEY, AND I GIVE THEM THE KEY RIGHT BACK, AND THEY GET IT FOR 20 YEARS, AS JUSTICE LEWIS'S QUESTIONS CONFIRMED, SO I WRITE MY INITIAL BRIEF. I LAY IT THERE, RIGHT THERE IN THE SUMMARY OF THE ARGUMENT. THEY WRITE AN ANSWER BRIEF, AND IN THEIR ANSWER BRIEF, THEY SAY THE STATE IS A LOSER, POE CONTROLS. NOTHING ELSE TO TALK ABOUT, AND BE A HISTORIAN AGAIN TODAY. WHERE DOES THEIR ANSWER COME FROM? 99% OF THE ANSWER BRIEF COMES FROM THE VERY WAFER THIN, BOILERPLATE, LEGAL MEMORANDUM THEY PREPARED.

DOES YOUR ARGUMENT ON REHEARING FOCUSES UPON, IN THIS POINT, UPON THE FACT THAT THE STATUTE USES THE TERMS PUBLICLY OWNED AND OPERATED. CORRECT?

THAT IS CORRECT. THAT IS WHAT 5-A SAYS, SECTION 5-A, WHICH YOU QUOTE IN YOUR OPINION. WHAT I SAID, TO JUSTICE ANSTEAD, IS THAT WHAT IS BEFORE THE COURT TODAY IS SEX 3-L-2, WHICH JUSTICE QUINCE -- TODAY IS SECTION SHUN 3-L-2, WHICH JUSTICE QUINCE WAS CONFIRMING WHETHER THAT HAD BEEN AMENDED IN '98. THIS WAS A '96 STATUTE, ACCORDING TO THE '97 ORDINANCE. JUSTICE ANSTEAD HAMMERS ME REPEAT LETLY -- REPEATEDLY FOR TEN MINUTES, ASKING ALL OF THE RIGHT QUESTIONS ABOUT CAN YOU TELL US ABOUT POLICY DIFFERENCE. I LOOKED JUSTICE ANSTEAD IN THE EYE AND SAID I CANNOT TELL YOU WHETHER IT EVER OCCURRED TRUE IN THE LEGISLATURE, WHETHER THERE IS ANY DIFFERENCE IN L-2, WHICH PROVIDES FOR A FIFTH CENT FOR A CONVENTION CENTER, FOR THE FINANCING OF THE CONSTRUCTION OF A CONVENTION CENTER, BUT IT DOESN'T SAY, YOUR HONOR, IN WORDS, WHETHER IT HAS TO BE PUBLICLY OPERATED. 3-L-1, THE SENTENCE DIRECTLY ABOVE IT, SAYS THAT A PROFESSIONAL SPORTS STADIUM MAY BE PRIVATELY OPERATED. SO WHEN YOU HAVE 5-A AND 3-L-2, WHICH IS 5-A BEING THE FOUR-CENT TAX, JUSTICE ANSTEAD SAYS, WELL, THEN, WHAT DO YOU THINK THE PUBLIC PURPOSE IS? SPECULATE. AND I LOOKED JUSTICE ANSTEAD DEAD IN THE EYE, AND I SAY, YOUR HONOR, THE FOUR-CENT TAX, THE FOUR-CENT CONVENTION TAX CASE, THE COUNTY IS CONDITIONED ON THE COUNTY OPERATING THE CONVENTION CENTER. BUT, YOUR HONOR, ON THE FIFTH FIFTH-CENT CONVENTION CENTER, I CAN'T SAY. AND IN FACT, THAT IS EXACTLY WHERE THE ANSWER BEGAN. THE STATE OF FLORIDA IS IN DOUBT AS TO WHETHER 3-L-2, THE FIFTH-CENT TAX, PERMITS A PRIVATELY OPERATED CONVENTION CENTER. THE COMPLAINT SAID IT WAS A PUBLICLY OWNED AND OPERATED CONVENTION CENTER. SO IN THE ANSWER WE SAY WE DON'T SEE ANYWHERE WHERE YOU ALLEGE THAT YOU CAN HAVE THIS BE

PRIVATELY OPERATED. CHAPTER 75 SAYS LAMAR MUST POINT OUT DEFECTS, INSUFFICIENCIES OR UNTRUTHS IN THE COMPLAINT. THIS COURT NEVER, THE STATE, THE COURT HEARD THE STATE SAY WE NEVER GOT A RULING OUT OF COLEMAN ON ANYTHING. THIS COURT CONFIRMED THAT. IN FOOTNOTE SEVEN, YOU SAID I CONFIRMED EXACTLY WHAT THE STATE CONFIRMED. YOU NEVER RULED ON ANYTHING, SO THE WHOLE RECORD IS BUILT ON A SERIES OF ESSENTIALLY LEGAL CONVICTIONS AND THE TIME SPENT ON THIS CASE HAS BEEN SPENT BY THE IS HE NOT JUSTICES OF THIS COURT, SO YOUR OPINION LAYS OUT, THE SIX OF YOU, JUSTICE QUINCE ONLY CONCURRED IN HER REPORT. THE SIX OF YOU LAYS OUT 5-A, THE MAIN STATUTE, IT IS OKAY TO ACQUIRE, BUT IT MUST BE PUBLICLY OWNED AND OPERATED. THE REASON YOU MAKE THE STATE LOSE, AND WE ARE NOT HERE QUESTIONING THAT. WE ARE NOT TRYING TO REARGUE WHAT YOU DID DECIDE. YOU RULED THAT THAT OUGHT TO BE ENOUGH FOR FINANCING THE CONSTRUCTION. IN OTHER WORDS YOU LOOKED TO THE ONE STATUTE TO CONSTRUE THE OTHER. AND ALL THE STATE IS SAYING IS WE HAVE TWO VERY PROFOUND ARGUMENTS WHY YOU OUGHT TO REQUIRE PUBLIC OPERATION IN THE L -- IN THE FIFTH-CENT ONE, THE 3-L-2 STATUTE. ONE, BECAUSE 5-A DOES IT AND, TWO, BECAUSE 3-L-1 DRAWS AND IMPARTS A SHARP DISTINCTION BETWEEN A PRIVATELY OPERATED STADIUM VERSUS 3-L-2 CONVENTION CENTERS. DEAD SILENCE. AND THEN, IN THE MOTION FOR REHEARING, WE EMBRACE THE OTHER PART OF YOUR CASE, BECAUSE IT CAME RIGHT OUT OF OUR BRIEFS, WHICH IS SUBSECTION 5-D, OF THE ACT, WHICH SAYS IF SOMETHING IS NOT IN THE ACT, IT HAS EXPRESSLY BEEN EXCLUDED, AND I PROVIDED, FOR A YEAR AND-A-HALF, NOW, IN THIS CASE, THREE BOB BUTTERWORTH DECISION THAT IS SAY THAT, SO THE JUSTICE SHAW'S QUESTION, WHICH IS THE RIGHT QUESTION. YOU MUST ANSWER IT, BECAUSE THAT IS THE ALLEGATION. THE ALLEGATION OF THE COUNTY IS THAT THEY ARE SHOCKED, SHOCKED, SHOCKED AND AMAZED, LIKE CLAUDE RAINS IN "CASABLANCA", THAT THE STATE IS CONTEMPLATING THE PRIVATE OPERATION OF THIS CONVENTION CENTER, WHEN THE STATE HAS BEEN COMPLAINING ABOUT IT UNTIL IT IS BLUE IN THE FACE AND HAD, ONCE, A DECK -- -- A DECADE CROSS-EXAMINATION OF THE EXPERT WITNESS, DR. HANK FISHKIND, WHO VOLUNTEERED AS A PRO BONO WITNESS WITHOUT A SUBPOENA AND WHO, UNDER CREEKS SAID HE WASN'T -- UNDER CROSS-EXAMINATION SAID HE WASN'T UNDER ANY RETAINER TODAY AND WHO LATER WAS SHOWN TO BE HIRED BY THE DEVELOPER, BY THE DISTRICT, THE DAY BEFORE, SO IT IS UNSPEAKABLE, WHEN THE COUNTY SAYS THE STATE NEVER CLAIMED AND NEVER PLED IT, NEVER ARGUED IT, AND WHEN THEY FINALLY COME UP WITH POE, WHEN WE DO A FORMAL 15-PAGE REPLY BRIEF, ATTACKING WHY POE DOESN'T ANSWER ANY OF THE QUESTIONS IN THIS CASE, WE LAY THESE STATUTES OUT JUST EXACTLY AS I HAVE DONE, AND I REMAKE THE ARGUMENT IN PARAGRAPH 14 OF THE REPLY BRIEF, SAYING DOZENS APPLY ANYWHERE FOR A PRIVATELY OPERATED CONVENTION CENTER. REMEMBER JUSTICE LEWIS'S QUESTIONS. JUSTICE LEWIS'S QUESTIONS ALL WENT TO, ARE YOU KIDDING ME, COUNTY? THIS IS A 20-YEAR OPERATING AGREEMENT AND THE OPERATOR GETS ALL OF THE REVENUE, ACCORDING TO THE STATE'S BRIEFS? THAT IS CORRECT. THAT IS EXACTLY CORRECT. JUSTICE LEWIS ASKED THE COUNTY, DOES THAT MAKE ANY DIFFERENCE? THE COUNTY'S ANSWER: NO, YOUR HONOR. IT IS UP TO YOU TO DECIDE WHETHER IT MAKES ANY DIFFERENCE. IN YOUR INITIAL DECISION, YOU WROTE A FOOTNOTE THAT JUST RELEGATED ALL OF THE STATE'S ARGUMENTS, AND THEREFORE YOU DIDN'T ADDRESS ANY OF THEM, FOR THE REASONS YOU GAVE. YOU BELIEVED THEY WERE COLLATERAL. THAT WAS NOT AND A LITCALLY CONSONANT WITH ANY OTHER ASPECT OF-THAT WAS NOT ANALITICALLY CONSONANT. THAT WAS NOT PARALLEL WITH THE STATE'S POSITION, AND WE RENEWED THE ORAL ARGUMENT, AFTER I BEGAN THE ARGUMENT, STARTING WITH THIS VERY POINT, AND WHAT WERE MY LAST BREATHLESS WORDS TO YOU A YEAR AGO? MY TIME WAS EXPIRING, AND I TOLD YOU ABOUT HOW WE HAD NO RULINGS ON ANYTHING, AND I LOOKED YOU DEAD IN THE EYE, AND I SAID POE DOES NOT ANSWER ANY OF THE QUESTIONS IN THIS CASE. I KNEW THAT I COULD TAKE IT TO THE BANK THAT ALL OF YOU HADN'T HAD READ THE REPLY BRIEF TO GIVE YOU ALL OF THE AMMUNITION IN THE WORLD TO SHRED THE COUNTY ON THIS POINT WOULD DO SO. NOTHING. THE COUNTY GOT A PASS, OTHER THAN JUSTICE LEWIS'S QUESTIONS, SO YOU, JUSTICE SHAW, ARE RIGHT. YOU MUST DECIDE WHETHER THE STATE RAISED IT, AND I AM SAYING IT THAT THE STATE RAISED EVERY PLACE IT POSSIBLY COULD. I AM SAYING COLEMAN INJECTED IT FIRST AND, AGAIN, LET'S BE CLEAR IN ALL OF THESE BOND CASES. IT IS

NOT THE COURT'S FAULT THAT THEY GET HANDED EX PARTE ORDER TO SIGN. BUT IF THEY WANT TO LIVE BY THE SWORD, THEY NEED TO DIE BY THE SWORD, AND WHEN THEY -- JUST REMEMBER, IF THE STATE HAD NOT SHOWED UP AT THIS HEARING, THEY WOULD BE WAIVING THAT BOND JUDGMENT FOREVER, SAYING COLEMAN RATIFIED THIS OPERATING AGREEMENT. COLEMAN RATIFIED THIS DEVELOPMENT AGREEMENT. LET'S REMEMBER THE STATE IS NOT THE ONLY DEFENDANT IN THIS CASE. IF YOU WILL PLEASE READ THE CAPTION, MILLIONS OF PEOPLE ARE DEFENDANTS IN THIS CASE. THEY ARE LISTED ON THE CAPTION OF THE MOTION FOR REHEARING. THERE ARE ALL OF THE CITIZENS OF OSCEOLA COUNTY, BUT THEY ARE, ALSO, ALL OF THE PEOPLE WHO ARE SUBJECT TO TAXATION. WHO ARE THE PEOPLE SUBJECT TO TAX ACE? -- TAXATION? THESE ARE PEOPLE WHO HAVE NO OTHER REMEDY AT THE BALLOT BOX.

YOUR TIME HAS EXPIRED, MR. MANGAS. THANK YOU VERY MUCH. MR. STEWART.

THANK YOU, YOUR HONOR.

MAY IT PLEASE THE COURT. MY NAME IS GREG STEWART, THE LAW FIRM OF NEIGHBORORS, GIBLIN AND NICKERSON, REPRESENTING OSCEOLA COUNTY. SEATED WITH ME IS MS. JO THACKER, COUNTY ATTORNEY FOR OSCEOLA COUNTY. LET ME KIND OF GIVE A BRIEF OVERVIEW, TO REFRAME SOME OF THE ISSUES ON REHEARING OF THE PROJECT, ITSELF. THE VALIDATION OF THE BONDS WAS TO CONSTRUCT A PUBLICLY PUBLICLY-OWNED CONVENTION CENTER IN OSCEOLA COUNTY, WHICH WAS TO BE PART OF A MULTI-PHASE COMPLEX. PUBLIC-PRIVATE PARTNERSHIP. THE INITIAL PHASE WOULD BE THE CONVENTION CENTER. THERE IS COMMERCIAL RETAIL, HOTEL VENUES. ONLY THE CONVENTION CENTER WOULD BE FUNDED WITH TAX DOLLARS, TOURIST DEVELOPMENT TAX DOLLARS. THE OTHER FACILITIES WOULD BE PRIVATELY FUNDED. THE PLEDGED REVENUE FOR THE TOURIST DEVELOPMENT, OF THE TOURIST DEVELOPMENT TAX, WAS UNDER 3-L-2. THE FACILITY, ITSELF, THE CONVENTION CENTER, WAS TO BE CONSTRUCTED, PURSUANT TO A DEVELOPMENT AGREEMENT, THE PURCHASE AND SALE AGREEMENT AND DEVELOPMENT AGREEMENT OF THE SAME DOCUMENT. THE COUNTY SELECTED THE SITE, APPROVED THE SITE, APPROVED THE SPECIFICATIONS. UPON THE COMPLETION OF THE FACILITY, THE COUNTY HAD THE RIGHT TO WALK AWAY, AND IF ADDITIONAL CONDITIONS WERE MET, THEY COULD, THEN, ACCEPT TITLE, AT THAT POINT. FACILITY WOULD BE OPERATED BY AN ENTITY SKILLED IN CONVENTION CENTER MANAGEMENT, WITH NO TOURIST DEVELOPMENT TAX DOLLARS FUNDING THE OPERATION.

WELL, ISN'T THAT A PROBLEM RIGHT THERE? ISN'T THAT RUN INTO, WHAT IS SECTION SHUN 125.010458?

NO, SIR. AND I WILL TELL YOU WHY. I BELIEVE THAT, IF YOU, IN FACT, READ THE ENTIRE ACT, THE ARGUMENT THAT, WHATEVER USE RESTRICTIONS --

LET'S DON'T GET INTO THE ENTIRE ACT. LET'S JUST GET TO THAT SECTION. WHAT DO YOU READ THAT SECTION AS SAY SOMETHING.

I READ THAT THAT IS A USE RESTRICTION ON SOME OF THE PENIS OF THE TOURIST DEVELOPMENT TAX BUT NOT ALL OF THEM, THAT THAT IS NOT APPLICABLE TO 3-L, FOR EXAMPLE, AND I THINK THAT THE ACT IS CLEAR THAT THE LEGISLATURE DID NOT INTEND IT TO BE, AND I CAN GIVE YOU SEVERAL EXAMPLES. FIRST OF ALL, WHEN THE LEGISLATURE WANTED 5-A TO BE APPLICABLE, IT SAID SO. IT EXPRESSED ITS INTENT CLEARLY. UNDER THE PARTICULAR PROVISION THAT WE HAVE BEEN DEALING WITH, WHICH IS 3-L, THE AUTHORIZED USE LANGUAGE, STATES IT CAN BE USED TO PAY THE DEBT SERVICE ON BONDS ISSUED TO FINANCE THE CONSTRUCTION, RECONSTRUCTION OR RENOVATION OF A CONVENTION CENTER AND TO PAY THE PLANNING AND DESIGN COSTS INCURRED PRIOR TO THE ISSUANCE OF SUCH BONDS. THAT IS 3-L-2. NO MENTION OF OPERATIONS. NO MENTION OF MAINTENANCE. NO MENTION OF SUBSECTION 5. BUT WHEN THE LEGISLATURE DID WANT SUBSECTION 5 TO BE DEEMED APPLICABLE, IT SAID SO, AND I WOULD REFER THE COURT TO

SUBSECTION 3-M OF THE ACT. AND THAT IS, AN ADDITIONAL PENNY OF TOURIST DEVELOPMENT TAX THAT IS AVAILABLE IN HIGH TOURISM COUNTIES, AND THE USE RESTRICTION THERE STATES -

DO YOU AGREE THAT THIS THING IS NOT PUBLICLY OWNED AND OPERATED, THEN, SO YOU ARE GOING UNDER THIS "L" SECTION?

I AGREE THAT IT IS PUBLICLY OWNS OEND. IT IS PUBLICLY OWNED. I THINK THAT THERE IS AN OPERATION AGREEMENT WITH A PRIVATE PARTY TO PROVIDE OPERATION.

LET'S SEE IF WE CAN PIN THIS DOWN. DO YOU AGREE THAT, IF YOU HAVE TO COME UNDER THIS 5-A, THAT IT WOULD HAVE TO BE PUBLICLY OWNED AND OPERATED?

THAT LANGUAGE INDICATES PUBLICLY OWNED AND OPERATED. HOWEVER --

IF IT IS IN THERE, IT HAS TO BE THAT. DO YOU AGREE WITH THAT?

YES. HOWEVER, IF THE COURT WOULD DIRECT ITSALITY EVENINGS TO THE LAST SENTENCE -- ITS ATTENTION TO THE LAST SENTENCE OF 5-A, THE LEGISLATURE APPARENTLY BROADLY DEFINES PUBLIC OPERATION. IN THE LAST SENTENCE, OF 5-A, STATES HOWEVER, THESE PURPOSES MAY BE IMPLEMENTED THROUGH SERVICE CONTRACTS AND LEASES WITH LEASEESE, WITH SUFFICIENT EXPERTISE OR FINANCIAL CAPABILITY TO OPERATE SUCH FACILITIES. THEREFORE EVEN UNDER 5-A, WE BELIEVE THAT THE LEGISLATURE HAS PUT A BROAD UMBRELLA OF THE TERM PUBLIC OPERATION.

AS BROAD AS YOU WANT TO GET IT, STILL, YOU HAVE GOT A PRIVATE CORPORATION THAT IS GOING TO RUN IT, AND OPERATE IT, FOR PRACTICAL PURPOSES, AS ANYBODY WOULD INTERPRET THAT, HAVEN'T YOU?

YES, SIR. NO DOUBT ABOUT THAT. THAT IS THE INTENT THAT THERE WOULD BE A PRIVATE PARTY ENTERING INTO THE OPERATION AGREEMENT, WITH OSCEOLA COUNTY, FOR A PERIOD OF TIME. HOWEVER, AS I AM INDICATING, THAT EVEN THAT TYPE OF ARRANGEMENT DOES NOT SEEM TO BE OUTSIDE WHAT THE LEGISLATURE WAS INTENDING, UNDER THE TERM PUBLIC OPERATION. THAT, IN FACT, THE COUNTY DID NOT NECESSARILY NEED TO HAVE ITS OWN EMPLOYEES OPERATING THE FACILITY. THAT, IN FACT, IT COULD BE CONTRACT THOSE WITH SERVICE OR LEASES TO BRING IN OTHER PARTIES TO OPERATE, TO PROVIDE THE ACTUAL OPERATION, AND STILL BE CONSIDERED, IN THE LEGISLATURE'S MIND, PUBLIC OPERATION.

DOES IT HAVE ANYTHING TO DO WITH THE FLOW OF THE DOLLARS AND WHERE THEY GO? DOES THAT MAKE ANY DIFFERENCE AT ALL IN THIS SCENARIO?

I DON'T THINK SO, JUSTICE LEWIS. THE WAY I VIEW IT, IN TERMS OF, AND THIS DOES GET A LITTLE BIT TO THE COLLATERAL ISSUE, WHETHER IT IS A COLLATERAL ISSUE. THE COUNTY IS PROPOSING TO ENTER INTO THIS AGREEMENT. THIS OPERATING AGREEMENT. IT HAS MADE THE BUSINESS JUDGMENT THAT IT IS OVERALL GOOD FOR OSCEOLA COUNTY, AND I THINK THAT, WHETHER THAT IS A GOOD DEAL OR A BAD DEAL IN THE FLOW OF MONEY, THAT IS SOMETHING THAT SHOULD BE LEFT FOR THE LOCAL GOVERNMENT.

SO THEN THE STATUTE WOULD NOT CONTEMPLATE THAT AS ONE OF THE FACTORS. THAT IS A STRAIGHT ANSWER, THEN.

I THINK THE STATUTE DOES NOT DIVIDE IT, IN TERMS OF IF THIS TYPE OF ARRANGEMENT IS SET UP, THAT IS OKAY. IF THAT TYPE OF ARRANGEMENT IS, IT ISN'T. I DON'T THINK THAT IT DIVIDES THAT LINE. I THINK THE ACT IS INTENDED TO GIVE LOCAL GOVERNMENT SOME DEGREE OF FLEXIBILITY, IN TERMS OF IMPLEMENTING THIS -- THESE PROCEEDS, AND TO USE THEM TO

PROVIDE THESE FACILITIES.

GIVE THEM THE FLEXIBILITY TO THE EXTENT IT CAN BE OPERATED BASICALLY FOR THE BENEFIT OF PRIVATE ORGANIZATIONS.

WELL, THEY CERTAINLY GET A BENEFIT.

AS THE BOTTOM LINE.

BUT WE DID DISCUSS, BEFORE, CONCERNING THE ORAL ARGUMENT AND ISSUE OF PUBLIC PURPOSE, THE PUBLIC BENEFIT IS AN EFFICIENT, WELL-RUN CONVENTION CENTER, SO THERE IS CERTAINLY AN INCIDENTAL BENEFIT TO THE PRIVATE PARTY, FROM THE OPERATING AGREEMENT, AND THAT IS WHY THAT ISSUE OF PARAMOUNT PUBLIC PURPOSE WAS RAISED. ADDITIONALLY, IN TERMS OF WHETHER, IN FACT, THE USE REINSTRUCTION ARE ARE -- THE USE RESTRICTIONS OF 5-A ARE APPLICABLE, I THINK THE LANGUAGE CITED BY MR. MANGAS, UNDER 5-D IS PURPOSEFUL. THESE USES ARE CLEARLY DISTINCT AND SEPARATE. 5-D, WHICH IS THE PROPRIETARY USE LANGUAGE OF THE STATUTE, ITSELF, AND WHICH WAS CITED IN THIS COURT'S OPINION, SAYS THAT ANY USE OF THE LOCAL OPTION TOURIST TAX REVENUES COLLECTED PURSE UNITE TO THIS SECTION -- PURSUANT TO THIS SECTION, FOR A PURPOSE NOT EXPRESSLY AUTHORIZED BY 3-L OR 3-N OR PARAGRAPH A, PARAGRAPH B OR PARAGRAPH C OF THIS SUBSECTION IS EXPRESSLY PROHIBITED. THE LEGISLATURE OBVIOUSLY BELIEVES THAT REACH -- THAT THESE ARE EACH SEPARATE SUBSECTIONS, AND IN FACT, IF FIVE WAS THE CONTROLLING PROVISION, THERE WOULD BE NO REASON TO SAY ANYTHING OTHER THAN THAT, IF IT IS NOT OFFERED UNDER SUBSECTION 5, IT IS PROHIBITED. BUT THE LEGISLATURE WENT FURTHER T RECOGNIZED THAT THESE SUBSECTIONS WERE, IN FACT, INDEPENDENT AUTHORIZATIONS, AND THAT IS WHY, JUSTICE SHAW, WE DO NOT BELIEVE THAT THE USE LIMITATIONS CONTAINED IN SUBSECTION 5-A, ARE APPLICABLE TO EACH AND EVERY REVENUE PENNY OF THE TOURIST DEVELOPMENT TAX, UNLESS THE LEGISLATURE SAYS SO.

AND YOU ARE SAYING THIS GROUP FALLS UNDER L. WHICH DO YOU THINK IS THE MOST --

3-L-2.

IT FALSE UNDER?

3-L-2, WHICH IS THE FINANCE, CONSTRUCTION, RECONSTRUCTION OR RENLATION VAIINGS OF A -- OR RENOVATION OF A CONVENTION CENTER, AND WE READ THAT LANGUAGE BROADER, IN THAT THERE IS NO OPERATION ISSUES ON 3-L-2. WE READ THAT AS FINANCING THE CONSTRUCTION, AS BEING AN EFFICIENTLY BROAD TERM, WHICH WOULD -- THAT WOULD ENCOMPASS THIS TYPE OF PROJECT, AS CONTEMPLATED. THE COUNTY HAS CONTROL. THE COUNTY SETS THE STANDARDS. THE COUNTY HAS THE ULTIMATE SAY IN WHETHER IT TAKES IT OR NOT. IT REALLY IS NOT ALL THAT DIFFERENT THAN ANY OTHER PUBLIC FACILITY CONSTRUCTION. THE ONLY DIFFERENCE IS THAT THE PROPERTY IS OWNED, IS NOT TITLED, IS NOT TAKEN, UNTIL AFTER THE ACTUAL CONSTRUCTION. GENERALLY THE PUBLIC FACILITIES BUILT, YOU HAVE THE LAND, THE GOVERNMENTAL ENTITY OWNS IT. IT, THEN, CONTRACTS OUT. COUNTIES ARE PROHIBITED OR VERY SEVERELY LIMITED IN THEIR ABILITY TO DO THE CONSTRUCTION, THEMSELVES, UNDER CHAPTER 255. THEY JUST HAVE THAT EXTRA OPTION THAT THEY ALLOW IT TO BE BUILT, AND THEY CAN NA MAKE THAT FINAL -- AND THEY CAN MAKE THAT FINAL DECISION.

WHY DOESN'T THIS DISCUSS NOT TAKE PLACE IN THE TRIAL COURT?

WHY DID IT NOT?

IN OTHER WORDS IT APPEARS THAT THIS DISCUSSION DID NOT TAKE PLACE, AND THAT THE PROCEEDINGS WERE, REALLY, OF A SUMMARY NATURE.

I AM NOT SURE I WOULD AGREE WITH THE CHARACTER ASIAN OF A SUMMARY NATURE. A -- WITH THE CHARACTERIZATION OF A SUMMARY NATURE. IN MY OPINION, THE ISSUES OF CHARACTERIZATION WERE NOT RAISED, WITH REGARDS TO WHETHER 5-A IS APPLICABLE TO THESE PROCEEDINGS. MY RECOLLECTION IS THAT PRIVATE OPERATION WAS RAISED ONLY IN THE CONTEXT OF DID THIS PROJECT CONSTITUTE A PUBLIC PURPOSE? SO THERE REALLY WAS NOT A FULL AND COMPLETE DISCUSSION OF THE STATUTORY INTERPRETATION. MY RECOLLECTION, IT WAS NOT RAISED AT THE TRIAL LEVEL. NOW, CLEARLY THE STATE DID RAISE THE PRIVATE OWNERSHIP. BUT MY RECOLLECTION, AS I INDICATED, IS THAT THAT WAS IN THE CONTEXT OF IS THIS A PUBLIC PURPOSE?

DO YOU AGREE THAT OUR CONSIDERATION, HERE, AT THIS LEVEL, WOULD BE WE WOULD FOCUS ON THE AUTHORITY TO ISSUE THE BONDS, THE PURPOSE OF THE OBLIGATION, WHETHER IT IS LEGAL OR NOT, AND THIRD, WHETHER THE ISSUANCE COMPLIES WITH THE LAW? THAT WOULD BE THE EXTENT OF OUR CONSIDERATION.

YES, SIR. THAT'S CORRECT.

AND WE ARE DEALING, NOW, WITH A THIRD AREA, WHETHER IT COMPLIES WITH THE LAW.

YES, SIR. I WOULD AGREE WITH THAT.

ARE WE ON THE SAME TRACK?

I WOULD AGREE WITH. THAT NOW, GOING TO THE ORIGINAL FIRST QUESTION RAISED, IN THE MOTION FOR REHEARING, CONCERNING WHERE IS THE LINE OF THIS COURT'S REVIEW. THERE ARE BOND TRANSACTIONS THAT THE STRUCTURE AND DIFFERENT AGREEMENTS BECOME PERTHNET, AND THIS IS ONE OF THEM, AND AS WE INDICATED, WE BELIEVE THAT THE COURT WAS REQUIRED TO MAKE A DETERMINATION AS TO THE EXISTENCE OF A PARAMOUNT PUBLIC PURPOSE, AND WHETHER ANY PRIVATE BENEFIT WAS INCIDENTAL. IT IS A LONGTIS EXISTING STANDARD OF THIS COURT. THOSE AGREEMENTS WERE SUBMITTED SOLELY FOR THAT PURPOSE. TO THE EXTENT THAT THOSE AGREEMENTS RELATE TO THE DETERMINATION OF PUBLIC PURPOSE OR WHETHER THE COUNTY HAS THE AUTHORITY TO ISSUE THESE BONDS, THEN I THINK THAT THOSE AGREEMENTS ARE ENTITLED TO SOME DEGREE OF FINALITY AS PART OF THE VALIDATION. THE TERMS, THE RELATIONSHIP BETWEEN THE PARTIES, ISSUES AS TO TERMS OF HOW IT ACTUALLY IS IMPLEMENTED, THOSE CLEARLY ARE COLLATERAL AND BEYOND THE SCOPE OF THIS COURT'S REVIEW, SO WE THINK THERE IS A CLEAR LINE. I MEAN IT IS NOT THE INTENT TO BRING THESE AGREEMENTS AND HAVE THEM BLESSED FOR ALL PURPOSES, BUT THE COURT NEEDS TO BE ABLE TO REVIEW THEM, IN TERMS OF THIS PARTICULAR TRANSACTION, AND IN TERMS OF THOSE ISSUES THAT THE COURT NEEDS TO ADDRESS.

HAVE THOSE AGREEMENTS BEEN FINALIZED, AT THE TIME OF THE HEARING?

NO, SIR. THEY HAVE NOT. THEY HAVE NOT YET BEEN FINALIZED, BECAUSE ONCE A DETERMINATION IS MAY WHETHER THERE IS A -- MADE WHETHER THERE IS A REVENUE TO PAY FOR THIS PROJECT, THE BOND VALIDATION, THEY HAVE NOT BEEN EXECUTED.

INSOFAR, THOUGH, AS THE ISSUE THAT A PRIVATE PARTY WOULD BE OPERATING THE FACILITY, THAT SEEMS TO BE A CONCEDED FACT AMONG THE YOU. IS -- AMONG THE YOU. IS THAT CORRECT? -- MONKS THE YOU. IS THAT CORRECT -- AMONGST YOU. IS THAT CORRECT?

A PRIVATE PARTY WILL PROVIDE THE ACTUAL OPERATION WITHIN OSCEOLA COUNTY.

SO YOUR RELIANCE IS ON THE CONSTRUCTION OF IT.

YES, YOUR HONOR. WE BELIEVE THAT THE TERM, AND THE TERM IS "FINANCE THE CONSTRUCTION", AND AS THIS COURT STATED IN ITS OPINION, WE BELIEVE THAT TERM, PARAPHRASING THE COURT, OBVIOUSLY, IS BROAD ENOUGH TO ENCOMPASS A PROJECT WHERE THE COURT ACTUALLY -- THE COUNTY ACTUALLY DECIDES ON THE STANDARDS, YOU KNOW. IT IS BUILT. IT IS BUILT ACCORDING TO THEIR APPROVAL. IT IS AT A LOCATION WHERE THE COUNTY APPROVES, AND THE ONLY DIFFERENCE IS THAT, AT THE CONCLUSION, THE COUNTY TAKES TITLE OR DECIDES NOT TO. THAT WE BELIEVE "FINANCE THE CONSTRUCTION" IT IS A BROAD ENOUGH TERM AND IS NOT MEANT TO BE SO NARROWLY CONSTRUED AS TO REQUIRE THE COUNTY TO ACTUALLY PERFORM THE CONSTRUCTION OR WHAT OTHER VARIATION IT MIGHT BE.

SO IF IT IS PRIVATELY -- SO IF YOU WOULD PREVAIL UNDER THE CONSTRUCTION, EVEN THOUGH IT IS TO BE RUN BY A PRIVATE CONCERN, IT IS YOUR POSITION THAT YOU WOULD STILL PREVAIL.

YES. MY POSITION IS THAT THERE IS NO LIMITATION ON THE TERM "FINANCE THE CONSTRUCTION". I MEAN WE ARE TALKING ABOUT BUILDING. THAT THAT TOURIST DEVELOPMENT DOLLAR STATUTE, TAX STATUTE, DOESN'T REACH THE ISSUE, IN TERMS OF WHETHER THE COUNTY FEELS THAT THEY ARE BETTER SUITED TO RUN THE THING OR TO CONTRACT OUT. PARTICULARLY BECAUSE NO TOURIST DEVELOPMENT TAX DOLLARS ARE BEING USED TO PAY FOR OPERATIONS. SO ALL WELL ARE DEALING WITH IS TAX DOLLARS USED TO FUND THE CONSTRUCTION.

IT IS EASY TO BE READ DISJUNCTIVELY, AS YOU ARE SAYING. WHY DO YOU THINK YOU HAVE 5-A IN THERE, THAT IT SHOULD BE RUN BY -- IN PREPARATION FOR THIS ARGUMENT, AND I WILL GIVE A PUNCHLINE AT THE BEGINNING, I DON'T HAVE A CLEAR ANSWER. I WENT THROUGH THE LEGISLATIVE HISTORY, AND THIS PARTICULAR LANGUAGE TERMS, UNDER 5-A, WAS PUBLIC OPERATION, PUBLIC OWNERSHIP OPERATION, WAS IN THE ORIGINAL ACT, IN 1977, AND ALL OF THESE DIFFERENT OTHER PROVISIONS HAVE BEEN ADDED OVER TIME. I SUSPECT THAT THAT, AT THE TIME, THAT, MAYBE, WAS AN ISSUE THAT WAS MORE IMPORTANT, THEN, THAN IT APPARENTLY IS NOW, BECAUSE IN FACT, UNDER, I GUESS, 3-L-3, WHICH IS AMENDED IN '8, THE LEGISLATURE ALLOWS, NOW, OPERATION, WITHOUT REFERENCE, TOURIST DEVELOPMENT TAX DOLLARS TO BE PAID FOR OPERATIONS AND MAINTENANCE, WITHOUT REGARD TO WHETHER IT IS PRIVATE OR NOT. SO I THINK THAT YOU KNOW, IT MAY JUST BE A TRANSITION IN TIME, IN TERMS OF WHAT THE VIEW OF LOCAL GOVERNMENT POWER WAS IN THE MIDSEVENTIES, AS OPPOSED TO TODAY AND THEIR BUSINESS JUDGMENT AND THOSE TYPE ISSUES. WE WOULD ASK THAT THE COURT DENY THE MOTION FOR REHEARING AND VALIDATE THE BONDS AT ISSUE. THANK YOU VERY MUCH.

THANK YOU.