



# AGENDA

September 11, 2024  
7:00pm

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
**Board of Supervisors Meeting**  
**Agenda**  
**September 11, 2024**  
**7:00 p.m.**

- 1. CALL TO ORDER**
- 2. OPENING INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. SAFETY MINUTE**
- 5. PUBLIC COMMENT PERIOD**
- 6. CONSENT AGENDA**
  - 6.1** Building & Safety Board of Appeals appointment renewal/ Approve Board of Appeals re-appointment
  - 6.2** Non-exclusive temporary easement with permanent easement with Smart City Solutions II, LLC.
- 7. REPORTS**
  - 7.1** Management Report
- 8. PUBLIC HEARING**
  - **FY 2025 Tentative Millage & Tentative Budget Presentation**
  - 8.1** **Approving Tentative Millage Rate - Resolution No. 665**, A RESOLUTION OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT ADOPTING THE TENTATIVE MILLAGE RATE FOR THE LEVYING OF AD VALOREM TAXES FOR FISCAL YEAR 2025; AND PROVIDING AN EFFECTIVE DATE.
  - 8.2** **Approving Tentative Budget - Resolution No. 663**, A RESOLUTION OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT ADOPTING A TENTATIVE BUDGET FOR FISCAL YEAR 2025; AND PROVIDING AN EFFECTIVE DATE.

- **FY 2025 Tentative Utility Budget and Rate Presentation**

**8.3 Approving Tentative Utility Budget - Resolution NO. 664**, A RESOLUTION OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT ADOPTING A TENTATIVE UTILITY BUDGET FOR FISCAL YEAR 2025; AND PROVIDING AN EFFECTIVE DATE.

**8.4 Approving Amendment to Land Development Regulations - Resolution No. 662 - A** RESOLUTION OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT PROVIDING COMPREHENSIVE AMENDMENTS TO THE DISTRICT'S LAND DEVELOPMENT REGULATIONS, INCLUDING AMENDMENTS TO THE DEFINITION OF TERMS, REFERENCES TO THE DISTRICT, PARKING, DEVELOPMENT MAXIMUMS, LAND USES, STORMWATER AND ENVIRONMENTAL MANAGEMENT, DEVELOPMENT REVIEW, AND CONCURRENCY; PROVIDING THAT THE AMENDMENTS APPLY TO THE ENTIRE DISTRICT INCLUDING AREAS WITHIN EXISTING DEVELOPMENT AGREEMENTS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

**9. OTHER BUSINESS**

**10. 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](mailto: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.

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**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**  
**BOARD OF SUPERVISORS REPORT 6.1**

**Board Meeting Date: 09/xx/2024**

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Subject: Building & Safety Board of Appeals appointment renewal

Presented By: Joey Rodriguez, Manager, Building Official

Department: Building & Safety

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**STAFF RECOMMENDATION** (Motion Ready): Approve Agenda Item #6.1 for Board of Appeals re-appointments

**RELEVANT STRATEGIC GOALS:** Meet the requirements for a Building & Safety Board of Appeals appointments

**PROOF OF PUBLICATION:** N/A

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**BACKGROUND:**

The EPCOT Building Code establishes the Board of Appeals in Section 106.

**SECTION 106**

**BOARD OF APPEALS**

**106.1 Creation of Board of Appeals.**

(a) There is hereby established a Board to be designated the Board of Appeals, consisting of five members qualified by training and experience to rule on matters relating to building, who shall be appointed by the Chief Appointing Authority of the District. A majority of the members shall be professional engineers or registered architects. The Board shall select one of its members to serve as chairman, and the Building Official shall be an ex officio member without vote and shall act as Secretary to the Board.

(b) Whenever the Building Official shall reject or refuse to approve the manner of proposed construction, and to assist in determining the suitability of alternative materials and methods of construction, the owner of such building or structure or his duly authorized agent may appeal from the decision of the Building Official to the Board of Appeals.

**106.2 Term of office.** The Chief Appointing Authority of the District shall appoint one member of the Board of Appeals for a term of one year, two members for a term of two years and two members for a term of three years; and thereafter, they shall be appointed for a term of three years. Vacancies shall be filled for an unexpired term by the Chief Appointing Authority. Absence of a member from three consecutive meetings of the Board, unless excused, shall render such member liable to immediate removal from office by the Chief Appointing Authority.

Currently, the Building & Safety Board of Appeals has two members with terms expiring September 2024. This approval will extend their appointment for another three-year term each.

Jacquelyn Hale, AIA

Thomas Farmer, PE, LEED AP BD+C

**FINDINGS AND CONCLUSIONS:** N/A

**FISCAL IMPACT:** N/A

**PROCUREMENT REVIEW:** N/A



**LEGAL REVIEW:** N/A

**ALTERNATIVE:** N/A

**SUPPORT MATERIALS:** Board of Appeals re-appointment background information.

# Jacki (McNicholas/Brees) Hale, FAIA

## Managing Partner at E&A Development Consultants LLC

Jacki Hale has over 38 years of experience in the field of architecture and construction management. She has been awarded with a Fellowship with the American Institute of Architects.

### Experience



**Managing Partner**  
E&A Development Consultants LLC · Full-time  
May 2020 - Present · 4 yrs 5 mos  
Orlando, Florida, United States



**Senior Construction Manager**  
Hines · Full-time  
Feb 2008 - Mar 2020 · 12 yrs 2 mos  
Orlando and Jacksonville

2018 - 2020 - Sr. CM - Managed Construction of SSQ1 (125,000 SF total build out of 4 story office building for McKesson) in Jacksonville, FL  
2017 - 2019 - CM - Managed Construction of SUR (306-unit multi-family project with 6,000 SF amenity center and pool) in Jacksonville, FL  
2014 - 2017 - CM - Managed Construction of 8800 Doral (550-unit multi-family project with 2 clubhouses and pools) in Doral, FL  
2008 - 2014 - CM - Managed design and construction of Phase 1 Dr. Phillips Center for the Performing Arts (2700 seat amplified hall and 300 seat Community Center, associated FOH and BOH and public plaza. Managed design of 1700 seat Multi-Form Acoustic Theater with associated FOH and BOH. Also Managed design of the 80,500 SF addition to First United Methodist Church of Orlando as part of DPC project.



**Senior Development Manager**  
Ginn Development International  
Nov 2004 - Jan 2008 · 3 yrs 3 mos

Worked on Reunion Grande



**Senior Development Manager**  
Walt Disney Imagineering  
Oct 1997 - Oct 2004 · 7 yrs 1 mo

Worked on Animal Kingdom Lodge and Saratoga Springs Resort and Spa



**Senior Associate**  
HLM Architects  
Aug 1989 - Oct 1996 · 7 yrs 3 mos

Worked on Orange County Courthouse, Orlando, Florida



**Project Manager**  
TAMS  
1986 - 1989 · 3 yrs

### Education



**University of Florida**  
Bachelor of Design in Architecture, Architecture  
1978 - 1982  
Activities and societies: AIA S



**North Carolina State University**  
Bachelor of Architecture, Architecture  
1993 - 1994

### Volunteering



**Vice Chair**  
Orlando Foundation for Architecture  
Jan 2019 - Present · 5 yrs 9 mos  
Education

OFA's purpose is to promote public awareness, appreciation and enjoyment of the built environment, advocate for the preservation of historic architecture, demonstrate sustainable practices, offer scholarships for architectural education, and promote diversity in the architectural community.  
Become a member at [orlandoarchitecture.org](http://orlandoarchitecture.org)



**Member of the Boards of Appeals**  
Central Florida Tourism Oversight District  
Aug 2018 - Present · 6 yrs 2 mos

### License



**Licensed Architect in Florida**  
The Florida Board of Architecture and Interior Design  
Issued Nov 1994



# Thomas Farmer, PE, LEED AP BD+C

Technical Director, Architecture Engineering

Tom Farmer has 28 years of project management and mechanical team lead expertise, including 15 years of experience working on DoD vertical projects. His experience includes direct responsibility for the engineering design and production of work for multidisciplinary engineering and architecture projects. He has provided mechanical engineering and project management services on a wide variety of projects including condominiums and assisted living, educational, judicial, correctional, hospitality, retail, museum, healthcare, and telecommunication switch facilities. Mr. Farmer is skilled in the design of heating and cooling systems, redundancy systems, hydronic cooling and heating systems, and unique air distribution for new construction projects as well as renovations. He has significant experience in campus-wide cooling/heating hydronic and steam distribution systems, ranging from 750-ton chiller and 50-hp central energy plants to 10,000-ton chiller and 1,600-hp plants, including utility distribution piping systems to multiple-building, campus-type facilities.

Mr. Farmer provides production and/or oversight of MEP/FP engineering for multidisciplinary architecture-engineering projects. He has supported projects totaling more than \$2 billion for design and construction oversight services for U.S. government customers, including USACE, USAF, and the US Army. Tom has working knowledge applying UFC, Epcact and ASHRAE requirements, sustainable design principles, and USACE Installation Design Guides. ABET Accredited mechanical engineering degree. He is a LEED BD+C Accredited Professional.

## Publications

Farmer, Thomas J., "Technical vs. Process Commissioning: Design Phase Commissioning," *ASHRAE Journal*, Vol. 56, No. 2, February 2014.

## Total years of experience

28

## Years with firm

17

## Education (Heading)

B.S., Mechanical Engineering,  
University of Florida, 1996

## Registrations/licenses (Heading)

Professional Engineer  
California 35729, 2011  
Colorado 50199, 2015  
Florida 58890, 2002  
Georgia 27398, 1998  
Guam 1862, 2015  
Hawaii 16788, 2015  
Louisiana 40218, 2015  
Maryland 39393, 2010  
Michigan 6201309141, 2020  
Mississippi 18671, 2008  
Nevada NV 026569, 202  
New York 094079, 2014  
North Carolina 042827, 2015  
Pennsylvania 075181, 2008  
Puerto Rico 28495, 2022  
Tennessee 118232, 2015  
Texas 100537, 2008  
Virgin Islands 0-47858-1B, 2021  
Virginia 0402051858, 2013

## Certifications

Leadership in Energy and  
Environmental Design, Accredited  
Professional (LEED AP), Building  
Design and Construction (BD+C), U.S.  
Green Building Council, 10104994,  
2012  
NCEES 33100, 2008

## Professional affiliations

U.S. Green Building Council (USGBC)

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**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
BOARD OF SUPERVISORS REPORT 6.2**

**Board Meeting Date: 09/11/2024**

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Subject: Non-Exclusive Temporary Easement w/Permanent Easement – Smart City Solutions II, LLC

Presented By: Katherine Luetzow, Manager, Planning & Engineering

Department: Public Works

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**STAFF RECOMMENDATION (Motion Ready):** Approve of Agenda Item #6.2 Non-exclusive temporary easement with permanent easement with Smart City Solutions II, LLC.

**RELEVANT STRATEGIC GOALS:** Quality of Place

**PROOF OF PUBLICATION:** N/A

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**BACKGROUND:** Smart City Solutions II, LLC is requesting permission to construct and install underground communication lines, conduits 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 Smart City Solutions II, LLC 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 Smart City Solutions II, LLC, 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 **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 **SMART CITY SOLUTIONS II, LLC** Florida limited liability company, whose mailing address is Post Office Box 22856, Lake Buena Vista, Florida 32830-2856 (“**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) constructing and installing underground communication lines, conduits, and appurtenant underground facilities (the “**Communication Lines**”); 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 Communication Lines is 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 Communication Lines in accordance with Section 3 hereof, or (ii) **January 15, 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 Communication Lines, 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 Communication Lines 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 Communication Lines 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 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 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 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 Temporary Easement Agreement and the relocation, alteration or modification of the Easement Area or the Communication Lines. 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, 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 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 construction, repair, replacement, maintenance, or operation of the Communication Lines;

**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 Central Florida Tourism Oversight District, 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

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: Smart City Solutions II, LLC  
Post Office Box 22856  
Lake Buena Vista, Florida 32830-2856

**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. She 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:

**SMART CITY SOLUTIONS II, LLC,**  
a Florida limited liability company

\_\_\_\_\_ (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 **SMART CITY SOLUTIONS II, LLC.**, a Florida limited liability company, on behalf of the company. 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 Area

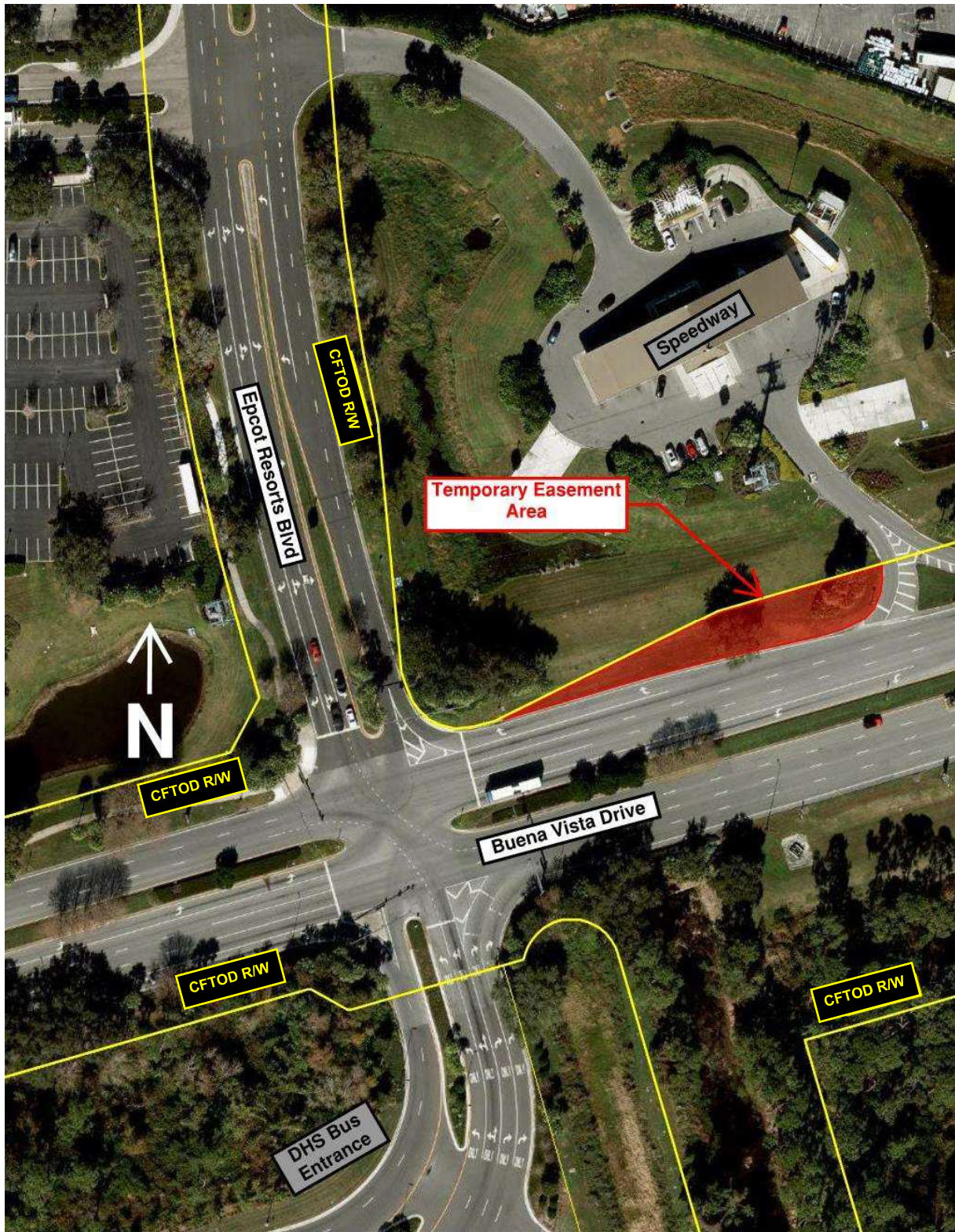


EXHIBIT "B"

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 1920 East Buena Vista Drive, 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 CFOD 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 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**

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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 f/k/a Reedy Creek Improvement 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 Osceola 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 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: \_\_\_\_\_  
\_\_\_\_\_  
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:

**REEDY CREEK IMPROVEMENT DISTRICT**,  
a public corporation and public body corporate and politic of  
the State of Florida

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_

By: \_\_\_\_\_ (Signature)  
Glenton Gilzean, Jr., 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 Glenton Gilzean, Jr., 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:

\_\_\_\_\_  
(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 \_\_\_\_\_, a \_\_\_\_\_ 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**

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# CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

## BOARD OF SUPERVISORS REPORT 8.1 & 8.2

Board Meeting Date: 09/11/2024

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Subject: Tentative Budget presentation of General Fund and Debt Service Fund for Fiscal Year 2025

Presented By: Susan Higginbotham

Department: Finance

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**STAFF RECOMMENDATION (Motion Ready):** Approve Agenda Item #8.1 and 8.2 for Resolution No. 665 and Resolution No. 663 Tentative Budget presentation of General Fund and Debt Service Fund for Fiscal Year 2025

**RELEVANT STRATEGIC GOALS:** N/A

**PROOF OF PUBLICATION:** N/A

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**BACKGROUND:** The District prepares an Annual Budget for the General Fund and Debt Service Funds which are primarily funded by Ad Valorem taxes. The Budget Workshop is held each August in preparation for the Tentative and Final Budget hearings in September. The new fiscal year begins on October 1, 2024. Establishing an Annual Budget allows the District to plan for use of public funds which are used to provide public services and facilities to meet the tax payers needs.

**FINDINGS AND CONCLUSIONS:** Discussions will include the millage rate along with the budgeted revenues, expenditures, and ending Fund Balances.

**FISCAL IMPACT:** The Budget Workshop will present a budget that includes a millage rate of 13.083 mills, with budgeted total Revenues of \$212,553,870 and total Expenditures of \$218,727,656.

**PROCUREMENT REVIEW:** N/A

**LEGAL REVIEW:** N/A

**ALTERNATIVE:** N/A

**SUPPORT MATERIALS:**

FY2025 CFTOD Budget Workshop.pdf

**RESOLUTION NO. 665**

**A RESOLUTION OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT ADOPTING THE TENTATIVE MILLAGE RATE FOR THE LEVYING OF AD VALOREM TAXES FOR FISCAL YEAR 2025; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the Central Florida Tourism Oversight District intends to adopt the FY2025 tentative millage rate of 13.083 mills; and

WHEREAS, Section 200.065(c), Florida Statutes requires that a resolution adopting a tentative millage rate be approved by the taxing authority at a public hearing; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation has been certified by the County Property Appraisers to Central Florida Tourism Oversight District as \$ 16,340,294,525; and

WHEREAS, the Central Florida Tourism Oversight District has, in accordance with Section 200.065, Florida Statutes,

1. Held a public hearing on September 11, 2024 for the purpose of adopting a tentative millage rate and budget for Fiscal Year 2025.

NOW, THEREFORE BE IT RESOLVED, that the Central Florida Tourism Oversight District, through its Board of Supervisors, hereby adopts a tentative operating millage rate of 8.913 mills for FY 2025, which is 5.99% more than the rolled-back rate of 8.4094 mills, computed pursuant to Florida Statutes 200.065; and

BE IT FURTHER RESOLVED, that the Central Florida Tourism Oversight District, through its Board of Supervisors, hereby levies a debt service millage rate of 4.17 mills for FY 2025, for a proposed total millage rate of 13.083 mills for FY 2025.

BE IT FURTHER RESOLVED by the Board of Supervisors of the Central Florida Tourism Oversight District assembled in regular session this 11th day of September 2024 that this Resolution will take effect immediately.

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

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Charbel Barakat  
Vice-Chair of the Board of Supervisors

ATTEST:

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S.C. Kopelousos  
District Administrator

**RESOLUTION NO. 663**

**A RESOLUTION OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT ADOPTING A TENTATIVE BUDGET FOR FISCAL YEAR 2025; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Central Florida Tourism Oversight District intends to adopt the FY2025 tentative budget; and

WHEREAS, Section 200.065(c), Florida Statutes requires that a resolution adopting a tentative budget be approved by the taxing authority at a public hearing; and

WHEREAS, the Central Florida Tourism Oversight District set forth the appropriations and revenue estimate for the Tentative Budget for Fiscal Year 2025 in the amount of \$260,462,223; and

WHEREAS, the Central Florida Oversight District has, in accordance with Section 200.065, Florida Statutes,

1. Held a public hearing on September 11, 2024 for the purpose of adopting a tentative millage rate and budget.

NOW, THEREFORE BE IT RESOLVED, that the Central Florida Tourism Oversight District, through its Board of Supervisors, hereby adopts the tentative budget for FY 2025.

BE IT FURTHER RESOLVED by the Board of Supervisors of the Central Florida Tourism Oversight District assembled in regular session this 11th day of September 2024 that this Resolution will take effect immediately upon its adoption.

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

\_\_\_\_\_  
Charbel Barakat  
Vice Chair of the Board of  
Supervisors

ATTEST:

\_\_\_\_\_  
S.C. Kopelousos  
District Administrator





CENTRAL FLORIDA TOURISM  
OVERSIGHT  
**DISTRICT**  
TENTATIVE ANNUAL BUDGET  
GENERAL AND DEBT SERVICE FUNDS  
FISCAL YEAR 2025

	FY 2024 BUDGET	FY 2024 PROJECTED ACTUAL	FY 2025 BUDGET
<b>REVENUES</b>			
Ad valorem taxes	188,442,714	189,305,037	205,228,870
Interest Income	660,000	2,485,731	1,250,000
Permits & fees	5,000,000	5,465,248	5,750,000
Lab fees	125,000	136,811	125,000
Other	300,000	81,122	200,000
Total revenues	194,527,714	197,473,949	212,553,870
<b>OPERATING EXPENDITURES</b>			
Labor	64,147,118	65,857,278	76,035,939
Other Expense	68,867,488	56,677,135	69,560,892
Capital Outlay	6,698,802	6,147,073	5,668,870
Total operating expenditures	139,713,408	128,681,486	151,265,701
<b>NET OPERATING EXCESS (DEFICIENCY)</b>	54,814,306	68,792,463	61,288,169
<b>NON-OPERATING SOURCES AND USES</b>			
Transfer in from Drainage Reserve	(3,200,000)	(922,614)	(2,950,000)
Debt Service	58,524,774	58,511,399	66,533,196
Tax Collector Fees	-	1,041,178	1,128,759
Insurance	2,750,000	2,599,949	2,750,000
Net non-operating sources and uses	58,074,774	61,229,912	67,461,955
Total expenditures	197,788,182	189,911,398	218,727,656
<b>NET EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	(3,260,468)	7,562,551	(6,173,786)
<b>BEGINNING FUND BALANCE</b>	37,994,526	40,345,802	47,908,353
<b>ENDING FUND BALANCE</b>	34,734,058	47,908,353	41,734,566
<b>MILLAGE RATE</b>			
General Operating	8.9900	8.9900	8.9130
Debt Service	3.9600	3.9600	4.1700
Total millage rate	12.9500	12.9500	13.0830
<b>TOTAL CFTOD ASSESSED VALUE</b>	15,317,432,592	15,252,969,991	16,340,294,525
		1 MILL =	15,686,683

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
ANNUAL BUDGET  
FISCAL YEAR 2025**

	GENERAL FUND			DEBT SERVICE FUND			TOTAL		
	FY 2024 BUDGET	FY 2024 PROJECTED ACTUAL	FY 2025 BUDGET	FY 2024 BUDGET	FY 2024 PROJECTED ACTUAL	FY 2025 BUDGET	FY 2024 BUDGET	FY 2024 PROJECTED ACTUAL	FY 2025 BUDGET
<b>REVENUES</b>									
Ad valorem taxes	130,818,533	131,312,944	139,815,403	57,624,181	57,992,093	65,413,467	188,442,714	189,305,037	205,228,870
Interest Income	360,000	1,644,730	725,000	300,000	841,001	525,000	660,000	2,485,731	1,250,000
Permits & fees	5,000,000	5,465,248	5,750,000	-	-	-	5,000,000	5,465,248	5,750,000
Lab fees	125,000	136,811	125,000	-	-	-	125,000	136,811	125,000
Other	300,000	81,122	200,000	-	-	-	300,000	81,122	200,000
Total revenues	136,603,533	138,640,855	146,615,403	57,924,181	58,833,094	65,938,467	194,527,714	197,473,949	212,553,870
<b>OPERATING EXPENDITURES</b>									
Labor	64,147,118	65,857,278	76,035,939	-	-	-	64,147,118	65,857,278	76,035,939
Other Expense	68,867,488	56,677,135	69,560,892	-	-	-	68,867,488	56,677,135	69,560,892
Capital Outlay	6,698,802	6,147,073	5,668,870	-	-	-	6,698,802	6,147,073	5,668,870
Total operating expenditures	139,713,408	128,681,486	151,265,701	-	-	-	139,713,408	128,681,486	151,265,701
<b>NET OPERATING EXCESS (DEFICIENCY)</b>	(3,109,875)	9,959,369	(4,650,298)	57,924,181	58,833,094	65,938,467	54,814,306	68,792,463	61,288,169
<b>NON-OPERATING SOURCES AND USES AND USES</b>									
Debt Service	-	-	-	58,524,774	58,511,399	66,533,196	58,524,774	58,511,399	66,533,196
Drainage reserves	(3,200,000)	(922,614)	(2,950,000)	-	-	-	(3,200,000)	(922,614)	(2,950,000)
Tax Collector Fees	-	722,221	768,985	-	318,957	359,774	-	1,041,178	1,128,759
Insurance	2,750,000	2,599,949	2,750,000	-	-	-	2,750,000	2,599,949	2,750,000
Net non-operating sources and uses	(450,000)	2,399,556	568,985	58,524,774	58,830,356	66,892,971	58,074,774	61,229,912	67,461,955
Total expenditures	139,263,408	131,081,042	151,834,686	58,524,774	58,830,356	66,892,971	197,788,182	189,911,398	218,727,656
<b>NET EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	(2,659,875)	7,559,813	(5,219,283)	(600,593)	2,738	(954,504)	(3,260,468)	7,562,551	(6,173,786)
<b>BEGINNING FUND BALANCE</b>	36,032,465	37,415,784	44,975,597	1,962,061	2,930,018	2,932,756	37,994,526	40,345,802	47,908,353
<b>ENDING FUND BALANCE</b>	33,372,590	44,975,597	39,756,314	1,361,468	2,932,756	1,978,252	34,734,058	47,908,353	41,734,566
<b>MILLAGE RATE</b>									
General Operating	8.9900	8.9900	8.9130	-	-	-	8.9900	8.9900	8.9130
Debt Service	-	-	-	3.9600	3.9600	4.1700	3.9600	3.9600	4.1700
Total millage rate	8.9900	8.9900	8.9130	3.9600	3.9600	4.1700	12.9500	12.9500	13.0830
<b>TOTAL CFTOD ASSESSED VALUE</b>									
								1 MILL =	15,686,683
<b>PERSONNEL</b>									
Management	52	54	53	-	-	-	52	54	53
Clerical	16	16	16	-	-	-	16	16	16
Departmental operating	332	331	349	-	-	-	332	331	349
Other Funding Sources	10	10	10	-	-	-	10	10	10
Total personnel	410	411	428	-	-	-	410	411	428

**ANNUAL BUDGET  
GENERAL FUND  
FISCAL YEAR 2025**

	FY 2024 BUDGET	FY 2024 PROJECTED ACTUAL	FY 2025 BUDGET
<b>REVENUES</b>			
Ad valorem taxes	130,818,533	131,312,944	139,815,403
Interest Income	360,000	1,644,730	725,000
Permits & fees	5,000,000	5,465,248	5,750,000
Lab fees	125,000	136,811	125,000
Other	300,000	81,122	200,000
Total revenues	136,603,533	138,640,855	146,615,403
<b>OPERATING EXPENDITURES</b>			
Labor	64,147,118	65,857,278	76,035,939
Other Expense	68,867,488	56,677,135	69,560,892
Capital Outlay	6,698,802	6,147,073	5,668,870
Total operating expenditures	139,713,408	128,681,486	151,265,701
<b>NET OPERATING EXCESS (DEFICIENCY)</b>	(3,109,875)	9,959,369	(4,650,298)
<b>NON-OPERATING SOURCES AND USES</b>			
Drainage reserves	(3,200,000)	(922,614)	(2,950,000)
Tax collector fees		722,221	768,985
Insurance	2,750,000	2,599,949	2,750,000
Net non-operating sources and uses	(450,000)	2,399,556	568,985
Total expenditures	139,263,408	131,081,042	151,834,686
<b>NET EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	(2,659,875)	7,559,813	(5,219,283)
<b>BEGINNING FUND BALANCE</b>	36,032,465	37,415,784	44,975,597
<b>ENDING FUND BALANCE</b>	33,372,590	44,975,597	39,756,314
<b>ENDING FUND BALANCE DETAIL</b>			
Committed for Prop Appr Settlements	6,000,000	6,000,000	6,500,000
Assigned for Emerg Repairs & Maint	2,000,000	2,000,000	2,000,000
Assigned for Certain Equipment Purchases	-	-	2,984,540
Fund Balance Minimum	22,586,785	22,586,785	25,210,950
Available Fund Balance	2,785,805	14,388,812	3,060,824
<b>ENDING FUND BALANCE</b>	33,372,590	44,975,597	39,756,314
<b>MILLAGE RATE</b>			
General Operating	8.9900	8.9900	8.9130
<b>TOTAL CFTOD ASSESSED VALUE</b>	15,317,432,592	15,252,969,991	16,340,294,525
		1 MILL =	15,686,683
<b>PERSONNEL</b>			
Management	52	54	53
Clerical	16	16	16
Departmental operating	332	331	349
Other Funding Sources	10	10	10
Total personnel	410	411	428

**ANNUAL BUDGET  
DEBT SERVICE FUND  
FISCAL YEAR 2025**

	FY 2024 BUDGET	FY 2024 PROJECTED ACTUAL	FY 2025 BUDGET
<b>REVENUES</b>			
Ad valorem taxes	57,624,181	57,992,093	65,413,467
Interest Income	300,000	841,001	525,000
	57,924,181	58,833,094	65,938,467
<b>NON-OPERATING TRANSFERS AND EXPENDITURES</b>			
Debt Service			
2015-A	2,130,500	2,130,500	7,586,250
2016-A	10,211,000	10,211,000	9,826,500
2017-A	15,411,450	15,411,450	15,411,200
2020-A	30,756,724	30,756,724	25,692,346
2024-A			8,000,000
Other Debt Service Costs	15,100	1,725	16,900
Total non-operating transfers and expenditures	58,524,774	58,511,399	66,533,196
<b>NON-OPERATING SOURCES AND USES</b>			
Issue Costs	-	-	-
Bond Proceeds	-	-	-
Tax Collector Fees		318,957	359,774
Payments to Escrow Agents	-	-	-
	58,524,774	58,830,356	66,892,971
<b>NET EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	(600,593)	2,738	(954,504)
<b>BEGINNING FUND BALANCE</b>	1,962,061	2,930,018	2,932,756
<b>ENDING FUND BALANCE</b>	1,361,468	2,932,756	1,978,252
<b>ENDING FUND BALANCE DETAIL</b>			
Committed for Prop Appr Settlements	-	-	-
Fund Balance Minimum	1,000,000	1,000,000	1,000,000
Available Fund Balance	361,468	1,932,756	978,252
<b>ENDING FUND BALANCE</b>	1,361,468	2,932,756	1,978,252
<b>MILLAGE RATE</b>			
Debt Service	3.9600	3.9600	4.1700
<b>TOTAL CFTOD ASSESSED VALUE</b>	15,317,432,592	15,252,969,991	16,340,294,525
		1 MILL =	15,686,683

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
FY 2025 BUDGET SUMMARY**

ANNUAL BUDGET	FY 2024 BUDGET	FY 2024 PROJECTED ACTUAL	FY 2025 BUDGET
<b>LABOR</b>			
Management	11,434,400	11,435,525	13,703,572
Clerical	1,249,882	1,210,629	1,326,258
Departmental operating	50,462,836	52,211,124	60,006,109
OPEB Contribution	1,000,000	1,000,000	1,000,000
<b>Total labor</b>	<b>64,147,118</b>	<b>65,857,278</b>	<b>76,035,939</b>
<b>OTHER EXPENDITURES</b>			
Advertising	20,000	16,186	23,240
Dues & subscriptions	62,358	43,555	79,025
Employee relations	989,900	855,366	1,194,150
Equipment rentals	430,050	432,014	510,649
Gas, oil & accessories	353,000	343,415	391,420
Licenses & permits	29,990	13,223	30,440
Office mat'l & supplies	78,100	28,995	54,650
Operating supplies	6,265,525	3,481,947	4,849,539
Outside services & fees	15,551,246	17,498,844	20,345,083
Postage	9,350	6,423	8,700
Professional services	11,160,950	7,882,621	7,384,600
Community Outreach	500,000	91,047	145,000
Repairs & maintenance	30,323,544	23,313,343	31,071,226
Telephone	767,800	728,168	797,700
Continuing Professional Education	235,675	150,412	315,470
Utilities	1,590,000	1,312,587	1,606,500
Wardrobe	500,000	478,989	753,500
<b>Total other expenditures</b>	<b>68,867,488</b>	<b>56,677,135</b>	<b>69,560,892</b>
<b>CAPITAL OUTLAY</b>	<b>6,698,802</b>	<b>6,147,073</b>	<b>5,668,870</b>
<b>TOTAL OPERATING EXPENDITURES</b>	<b>139,713,408</b>	<b>128,681,486</b>	<b>151,265,701</b>
<b>PERSONNEL</b>			
Management	52	54	53
Clerical	16	16	16
Departmental operating	332	331	349
Other Funding Sources	10	10	10
<b>Total personnel</b>	<b>410</b>	<b>411</b>	<b>428</b>

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
FY 2024 BUDGETED EXPENDITURES**

	<u>ADMIN</u>	<u>FINANCE</u>	<u>HUMAN RESOURCES</u>	<u>BLDG &amp; SAFETY</u>	<u>FIRE DEPT</u>	<u>ENVIRON SERVICES</u>	<u>INFORMATION TECHNOLOGY</u>	<u>CONTRACTS &amp; PROCUREMENT</u>	<u>FACILITIES OPER &amp; MAINT</u>	<u>DRAINAGE</u>	<u>PUBLIC WORKS</u>	<u>SECURITY &amp; EMERG MGMT</u>	<u>PUBLIC AFFAIRS</u>	<u>TOTAL</u>
<b>ANNUAL BUDGET</b>														
Management	1,270,067	329,175	309,764	453,365	5,751,602	666,203	338,706	137,746	810,209	-	615,038	307,355	445,169	11,434,400
Clerical	-	153,866	66,657	564,360	84,456	84,456	-	58,391	65,487	-	88,888	-	83,321	1,249,882
Departmental operating	112,775	483,931	747,170	4,409,904	33,629,410	3,655,481	1,852,587	494,155	2,264,249	-	2,479,015	99,881	234,278	50,462,836
OPEB Contribution	12,000	30,000	20,000	106,000	600,000	-	33,000	17,000	54,000	-	123,000	-	5,000	1,000,000
Total labor	1,394,842	996,972	1,143,591	5,533,629	40,065,468	4,406,140	2,224,293	707,292	3,193,945	-	3,305,941	407,236	767,768	64,147,118
<b>OTHER EXPENSE</b>														
Advertising	10,000	-	10,000	-	-	-	-	-	-	-	-	-	-	20,000
Dues & subscriptions	-	4,000	10,025	15,000	10,300	1,200	6,525	3,500	5,000	-	5,150	-	1,658	62,358
Employee relations	402,500	2,000	215,000	4,700	296,500	3,500	36,950	3,000	10,500	-	2,000	250	13,000	989,900
Equipment rentals	7,500	-	-	-	20,000	3,700	84,500	-	313,500	-	850	-	-	430,050
Gas, oil & accessories	-	-	-	-	-	-	-	-	353,000	-	-	-	-	353,000
Licenses & permits	-	-	-	5,000	250	19,000	-	-	-	-	5,740	-	-	29,990
Office mat'l & supplies	5,000	1,300	2,500	6,000	10,000	9,000	2,500	2,000	3,500	-	2,000	34,000	300	78,100
Operating supplies	6,000	6,000	52,900	79,000	1,248,000	1,114,000	342,000	5,250	893,000	115,000	20,000	2,383,075	1,300	6,265,525
Outside services & fees	92,200	140,000	140,000	70,000	190,500	117,500	2,000	-	14,344,046	310,000	100,000	-	45,000	15,551,246
Postage	4,000	500	1,000	500	1,500	1,100	150	600	-	-	-	-	-	9,350
Professional services	5,945,000	165,000	-	75,000	-	-	2,165,000	-	-	-	2,810,950	-	-	11,160,950
Community Outreach	250,000	-	-	-	-	-	-	250,000	-	-	-	-	-	500,000
Repairs & maintenance	-	-	-	-	1,097,103	102,000	2,537,000	-	4,791,000	5,084,508	16,711,933	-	-	30,323,544
Telephone	-	-	-	-	-	-	767,800	-	-	-	-	-	-	767,800
Continuing Professional Education	2,000	6,000	15,000	40,350	80,300	22,425	34,000	7,000	8,000	-	11,000	3,600	6,000	235,675
Utilities	115,000	-	-	-	195,000	90,000	-	-	1,190,000	-	-	-	-	1,590,000
Wardrobe	-	-	-	-	450,000	-	-	-	50,000	-	-	-	-	500,000
Total other expenditures	6,839,200	324,800	446,425	295,550	3,599,453	1,483,425	5,978,427	271,350	21,961,546	5,509,508	19,669,623	2,420,925	67,258	68,867,488
<b>CAPITAL OUTLAY</b>	-	-	-	-	799,400	52,000	1,553,800	-	4,293,602	-	-	-	-	6,698,802
<b>TOTAL DEPARTMENT</b>	8,234,042	1,321,772	1,590,016	5,829,179	44,464,321	5,941,565	9,756,518	978,642	29,449,093	5,509,508	22,975,564	2,828,161	835,026	139,713,408
<b>PERSONNEL</b>														
Management	1	1	2	2	31	3	1	1	4	-	2	1	3	52
Clerical	-	2	1	7	1	1	-	1	1	-	1	-	1	16
Departmental operating	1	4	6	33	203	31	12	4	20	-	15	1	2	332
Other Funding Sources	-	4	-	-	-	-	-	-	4	-	-	-	-	10
Total personnel	2	11	9	42	235	35	13	8	29	-	18	2	6	410

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
FY 2024 PROJECTED ACTUAL**

	<u>ADMIN</u>	<u>LEGAL</u>	<u>FINANCE</u>	<u>HUMAN RESOURCES</u>	<u>BLDG &amp; SAFETY</u>	<u>FIRE DEPT</u>	<u>ENVIRON SERVICES</u>	<u>INFORMATION TECHNOLOGY</u>	<u>CONTRACTS &amp; PROCUREMENT</u>	<u>FACILITIES OPER &amp; MAINT</u>	<u>DRAINAGE</u>	<u>PUBLIC WORKS</u>	<u>SECURITY &amp; EMERG MGMT</u>	<u>PUBLIC AFFAIRS</u>	<u>TOTAL</u>
<b>ANNUAL BUDGET</b>															
Management	1,366,014	87,692	314,058	319,674	342,421	6,423,438	432,076	333,569	71,994	707,923	-	431,966	318,321	286,379	11,435,525
Clerical	-	-	211,943	73,650	442,809	86,302	87,410	-	26,499	48,135	-	92,702	-	141,179	1,210,629
Departmental operating	119,045	-	543,267	706,327	3,960,678	36,556,225	3,294,853	1,650,463	532,975	2,039,758	-	2,429,526	111,758	266,249	52,211,124
OPEB Contribution	12,000	-	30,000	20,000	106,000	600,000	-	33,000	17,000	54,000	-	123,000	-	5,000	1,000,000
Total labor	1,497,059	87,692	1,099,268	1,119,651	4,851,908	43,665,965	3,814,339	2,017,032	648,468	2,849,816	-	3,077,194	430,079	698,807	65,857,278
<b>OTHER EXPENSE</b>															
Advertising	7,627	-	-	8,559	-	-	-	-	-	-	-	-	-	-	16,186
Dues & subscriptions	403	-	2,850	7,503	11,380	7,083	723	1,149	2,008	3,374	-	3,738	-	3,344	43,555
Employee relations	339,787	-	1,960	181,585	415	274,796	3,459	34,526	880	5,988	-	1,750	130	10,090	855,366
Equipment rentals	6,100	-	-	-	-	21,678	3,562	73,701	-	326,228	-	745	-	-	432,014
Gas, oil & accessories	-	-	-	-	-	-	-	-	-	343,415	-	-	-	-	343,415
Licenses & permits	-	-	-	-	4,423	225	2,835	-	-	-	-	5,740	-	-	13,223
Office mat'l & supplies	2,345	-	1,253	1,283	1,905	9,780	6,261	446	887	2,732	-	1,138	-	965	28,995
Operating supplies	6,487	-	7,422	59,878	25,134	1,212,571	977,347	314,512	4,871	747,632	99,458	10,941	14,609	1,085	3,481,947
Outside services & fees	60,738	-	140,100	257,661	96,847	134,287	85,882	-	-	14,009,679	354,510	91,175	2,223,410	44,555	17,498,844
Postage	3,764	-	152	391	208	574	1,179	155	-	-	-	-	-	-	6,423
Professional services	5,213,318	-	204,300	-	1,150	-	-	1,249,906	-	-	-	1,213,947	-	-	7,882,621
Community Outreach	34,342	-	-	-	-	-	-	-	48,683	-	-	-	-	8,022	91,047
Repairs & maintenance	-	-	-	-	-	1,003,271	103,554	2,402,783	-	4,301,055	2,018,895	13,483,785	-	-	23,313,343
Telephone	-	-	-	-	-	-	-	728,168	-	-	-	-	-	-	728,168
Continuing Professional Education	570	-	3,298	11,439	30,512	38,129	16,001	32,789	1,745	5,189	-	8,854	-	1,886	150,412
Utilities	101,021	-	-	-	-	183,155	75,875	-	-	952,192	-	-	344	-	1,312,587
Wardrobe	-	-	-	-	-	446,208	-	-	-	32,781	-	-	-	-	478,989
Total other expenditures	5,776,502	-	361,335	528,299	171,974	3,331,757	1,276,678	4,838,135	59,074	20,730,265	2,472,863	14,821,813	2,238,493	69,947	56,677,135
<b>CAPITAL OUTLAY</b>	-	-	-	-	-	721,264	35,223	1,220,753	-	4,169,833	-	-	-	-	6,147,073
<b>TOTAL DEPARTMENT</b>	<b>7,273,561</b>	<b>87,692</b>	<b>1,460,603</b>	<b>1,647,950</b>	<b>5,023,882</b>	<b>47,718,986</b>	<b>5,126,240</b>	<b>8,075,920</b>	<b>707,542</b>	<b>27,749,914</b>	<b>2,472,863</b>	<b>17,899,007</b>	<b>2,668,572</b>	<b>768,754</b>	<b>128,681,486</b>
<b>PERSONNEL</b>															
Management	3	1	1	1	2	31	3	1	1	4	-	2	1	3	54
Clerical	-	-	3	1	7	1	1	-	-	1	-	1	-	1	16
Departmental operating	1	-	4	6	33	203	30	12	4	20	-	15	1	2	331
Other Funding Sources	-	-	4	-	-	-	-	-	2	4	-	-	-	-	10
Total personnel	4	1	12	8	42	235	34	13	7	29	-	18	2	6	411

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
FY 2025 BUDGETED EXPENDITURES**

	<u>ADMIN</u>	<u>LEGAL</u>	<u>FINANCE</u>	<u>HUMAN RESOURCES</u>	<u>BLDG &amp; SAFETY</u>	<u>FIRE DEPT</u>	<u>ENVIRON SERVICES</u>	<u>INFORMATION TECHNOLOGY</u>	<u>CONTRACTS &amp; PROCUREMENT</u>	<u>FACILITIES OPER &amp; MAINT</u>	<u>DRAINAGE</u>	<u>PUBLIC WORKS</u>	<u>SECURITY &amp; EMERG MGMT</u>	<u>PUBLIC AFFAIRS</u>	<u>TOTAL</u>
<b>ANNUAL BUDGET</b>															
Management	1,371,644	492,120	382,541	263,604	492,106	7,314,737	679,198	397,561	47,003	560,885	-	1,127,705	327,492	246,976	13,703,572
Clerical	-		215,225	86,666	676,589	86,396	86,396	-	-	79,545	-	95,441	-	-	1,326,258
Departmental operating	144,859		776,555	881,566	5,467,696	39,366,390	3,789,649	2,137,296	574,528	2,225,699	-	4,054,926	133,680	453,265	60,006,109
OPEB Contribution	9,000	2,000	28,000	18,000	103,000	571,000	-	32,000	18,000	55,000	-	148,000	5,000	11,000	1,000,000
Total labor	1,525,503	494,120	1,402,321	1,249,836	6,739,391	47,338,523	4,555,243	2,566,857	639,531	2,921,129	-	5,426,072	466,172	711,241	76,035,939
<b>OTHER EXPENSE</b>															
Advertising	10,000		-	10,000	-	-	-	-	-	-	-	-	-	3,240	23,240
Dues & subscriptions	6,500	6,000	3,000	10,475	17,000	10,300	1,500	6,525	3,500	2,500	-	11,100	-	625	79,025
Employee relations	402,500		1,500	291,300	5,625	421,600	4,375	36,750	3,000	15,625	-	11,625	250	-	1,194,150
Equipment rentals	7,500		-	-	-	26,700	3,800	100,000	-	372,249	-	400	-	-	510,649
Gas, oil & accessories	-		-	-	-	-	-	-	-	391,420	-	-	-	-	391,420
Licenses & permits	-		-	-	5,000	250	19,000	-	-	-	-	5,740	-	450	30,440
Office mat'l & supplies	5,000		1,300	2,500	7,000	10,000	9,000	2,500	2,000	4,750	-	8,000	-	2,600	54,650
Operating supplies	6,500		4,000	40,000	88,500	1,290,600	1,904,500	388,000	6,000	889,639	115,000	18,500	51,000	47,300	4,849,539
Outside services & fees	95,440		144,000	197,500	120,000	156,500	167,000	102,000	-	14,986,348	310,000	1,683,220	2,383,075	-	20,345,083
Postage	4,000		500	350	500	1,500	1,100	150	600	-	-	-	-	-	8,700
Professional services	445,000	2,575,000	146,000	-	50,000	-	-	1,057,000	-	-	-	3,111,600	-	-	7,384,600
Community Outreach	25,000		-	-	-	-	-	-	111,000	-	-	-	-	9,000	145,000
Repairs & maintenance	-		-	-	-	1,136,108	120,000	3,531,500	-	6,088,618	4,500,000	15,695,000	-	-	31,071,226
Telephone	-		-	-	-	-	-	797,700	-	-	-	-	-	-	797,700
Continuing Professional Education	2,000	3,500	6,700	25,800	65,000	105,120	27,375	39,000	1,000	8,000	-	20,300	6,500	5,175	315,470
Utilities	115,000		-	-	-	175,000	90,000	-	-	1,226,500	-	-	-	-	1,606,500
Wardrobe	-		-	-	-	700,000	-	-	-	53,500	-	-	-	-	753,500
Total other expenditures	1,124,440	2,584,500	307,000	577,925	358,625	4,033,678	2,347,650	6,061,125	127,100	24,039,149	4,925,000	20,565,485	2,440,825	68,390	69,560,892
<b>CAPITAL OUTLAY</b>	-	-	-	-	-	4,104,970	25,500	813,400	-	725,000	-	-	-	-	5,668,870
<b>TOTAL DEPARTMENT</b>	2,649,943	3,078,620	1,709,321	1,827,761	7,098,016	55,477,171	6,928,393	9,441,382	766,631	27,685,278	4,925,000	25,991,557	2,906,997	779,631	151,265,701
<b>PERSONNEL</b>															
Management	3	1	1	1	2	31	3	1	1	3	-	4	1	1	53
Clerical			3	1	7	1	1	-		1	-	1	-	1	16
Departmental operating	1		4	6	36	213	30	13	4	16	-	24	1	1	349
Other Funding Sources	-		4	-	-	-	-	-	2	4	-	-	-	-	10
Total personnel	4	1	12	8	45	245	34	14	7	24	-	29	2	3	428



## ADMINISTRATION

	(A)	(B)	(C)	(D)		
	FY2023 ACTUAL	FY 2024 BUDGET	FY 2024 PROJECTED ACTUAL	FY 2025 BUDGET	\$ VAR (C-A)	% VAR (D/A)
<b>LABOR</b>						
Management	1,231,226	1,270,067	1,366,014	1,371,644	101,577	8%
Clerical	77,870	-	-	-	-	
Departmental operating	169,575	112,775	119,045	144,859	32,084	28%
OPEB contribution	10,101	12,000	12,000	9,000	(3,000)	-25%
Total labor	1,488,772	1,394,842	1,497,059	1,525,503	130,661	9%
<b>OTHER EXPENDITURES</b>						
Advertising	19,473	10,000	7,627	10,000	-	
Dues & Subscriptions	6,272	-	403	6,500	6,500	
Employee relations	2,652,685	402,500	339,787	402,500	-	
Equipment rentals	7,480	7,500	6,100	7,500	-	
Gas, oil & accessories	-	-	-	-	-	
Licenses & permits	-	-	-	-	-	
Office mat'l & supplies	1,133	5,000	2,345	5,000	-	
Operating supplies	13,681	6,000	6,487	6,500	500	
Outside services & fees	184,563	92,200	60,738	95,440	3,240	
Postage	3,349	4,000	3,764	4,000	-	
Professional services	5,567,811	5,945,000	5,213,318	445,000	(5,500,000)	-93%
Community Outreach	55,445	250,000	34,342	25,000	(225,000)	
Repair & maintenance	-	-	-	-	-	
Telephone	-	-	-	-	-	
Continuing Professional Education	8,412	2,000	570	2,000	-	
Utilities	82,587	115,000	101,021	115,000	-	
Wardrobe	-	-	-	-	-	
Total other expenditures	8,602,891	6,839,200	5,776,502	1,124,440	(5,714,760)	-84%
<b>CAPITAL OUTLAY</b>						
	-	-	-	-	-	
<b>TOTAL DEPARTMENT</b>	<u>10,091,663</u>	<u>8,234,042</u>	<u>7,273,561</u>	<u>2,649,943</u>	(5,584,099)	-68%
<b>PERSONNEL</b>						
Management	3	1	3	3		
Clerical	1	0	0	0		
Departmental operating	-	1	1	1		
Total personnel	4	2	4	4		

## PROCUREMENT

		(A)	(B)	(C)	(D)	
	FY2023 ACTUAL	FY 2024 BUDGET	FY 2024 PROJECTED ACTUAL	FY 2025 BUDGET	\$ VAR (C-A)	% VAR (D/A)
<b>LABOR</b>						
Management	286,004	137,746	71,994	47,003	(24,991)	-35%
Clerical	33,018	58,391	26,499	-	(58,391)	-100%
Departmental operating	743,146	494,155	532,975	574,528	80,373	16%
OPEB Contribution	17,677	17,000	17,000	18,000	1,000	6%
Total labor	1,079,845	707,292	648,468	639,531	(8,937)	-1%
<b>OTHER EXPENDITURES</b>						
Advertising		-	-	-		
Dues & Subscriptions		3,500	2,008	3,500	-	
Employee relations	181	3,000	880	3,000	-	
Equipment rentals		-	-	-	-	
Gas, oil & accessories		-	-	-	-	
Licenses & permits		-	-	-	-	
Office mat'l & supplies	216	2,000	887	2,000	-	
Operating supplies	527	5,250	4,871	6,000	750	14%
Outside services & fees		-	-	-	-	
Postage	386	600	-	600	-	
Professional services		-	-	-	-	
Community Outreach		250,000	48,683	111,000	(139,000)	-56%
Repair & maintenance		-	-	-	-	
Telephone		-	-	-	-	
Continuing Professional Education	120	7,000	1,745	1,000	(6,000)	-86%
Utilities		-	-	-	-	
Wardrobe		-	-	-	-	
Total other expenditures	1,430	271,350	59,074	127,100	(144,250)	-53%
<b>CAPITAL OUTLAY</b>						
		-	-	-		
<b>TOTAL DEPARTMENT</b>	<b>1,081,275</b>	<b>978,642</b>	<b>707,542</b>	<b>766,631</b>	<b>(212,011)</b>	
<b>PERSONNEL</b>						
Management	1	1	1	1		
Clerical	1	1				
Departmental operating	4	4	4	4		
Other Funding Sources	2	2	2	2		
Total personnel	8	8	7	7		

## SECURITY & EMERGENCY MGMT

	(A)	(B)	(C)	(D)		
	FY2023 ACTUAL	FY 2024 BUDGET	FY 2024 PROJECTED ACTUAL	FY 2025 BUDGET	\$ VAR (C-A)	% VAR (D/A)
<b>LABOR</b>						
Management		307,355	318,321	327,492	20,137	7%
Clerical		-	-	-	-	
Departmental operating		99,881	111,758	133,680	33,799	34%
OPEB contribution		-	-	5,000	5,000	
		<hr/>	<hr/>	<hr/>		
Total labor		407,236	430,079	466,172	58,936	14%
<b>OTHER EXPENDITURES</b>						
Advertising		-	-	-	-	
Dues & Subscriptions		-	-	-	-	
Employee relations		-	130	250	250	
Equipment rentals		-	-	-	-	
Gas, oil & accessories		-	-	-	-	
Licenses & permits		-	-	-	-	
Office mat'l & supplies		-	-	-	-	
Operating supplies		34,000	14,609	51,000	17,000	50%
Outside services & fees		2,383,075	2,223,410	2,383,075	-	0%
Postage		-	-	-	-	
Professional services		-	-	-	-	
Community Outreach		-	-	-	-	
Repair & maintenance		-	-	-	-	
Telephone		-	-	-	-	
Continuing Professional Education		3,600	344	6,500	2,900	81%
Utilities		-	-	-	-	
Wardrobe		-	-	-	-	
		<hr/>	<hr/>	<hr/>		
Total other expenditures		2,420,675	2,238,493	2,440,825	20,150	1%
<b>CAPITAL OUTLAY</b>						
		<hr/>	<hr/>	<hr/>		
TOTAL DEPARTMENT		<u>2,827,911</u>	<u>2,668,572</u>	<u>2,906,997</u>	79,086	3%
<b>PERSONNEL</b>						
Management		1	1	1		
Clerical						
Departmental operating		1	1	1		
Total personnel		2	2	2		

## FINANCE

	(A)	(B)	(C)	(D)		
	FY2023	FY 2024	FY 2024	FY 2025	\$ VAR	
	ACTUAL	BUDGET	PROJECTED	BUDGET	(C-A)	
			ACTUAL		% VAR	
					(D/A)	
<b>LABOR</b>						
Management	425,522	329,175	314,058	382,541	53,366	16%
Clerical	167,376	153,866	211,943	215,225	61,359	40%
Departmental operating	439,442	483,931	543,267	776,555	292,624	60%
OPEB contribution	30,303	30,000	30,000	28,000	(2,000)	-7%
<b>Total labor</b>	<b>1,062,643</b>	<b>996,972</b>	<b>1,099,268</b>	<b>1,402,321</b>	<b>405,349</b>	<b>41%</b>
<b>OTHER EXPENDITURES</b>						
Advertising	-	-	-	-	-	-
Dues & Subscriptions	1,946	4,000	2,850	3,000	(1,000)	-25%
Employee relations	6,089	2,000	1,960	1,500	(500)	-25%
Equipment rentals	-	-	-	-	-	-
Gas, oil & accessories	-	-	-	-	-	-
Licenses & permits	-	-	-	-	-	-
Office mat'l & supplies	2,374	1,300	1,253	1,300	-	-
Operating supplies	744	6,000	7,422	4,000	(2,000)	-33%
Outside services & fees	120,221	140,000	140,100	144,000	4,000	3%
Postage	86	500	152	500	-	-
Professional services	154,972	165,000	204,300	146,000	(19,000)	-12%
Community Outreach	-	-	-	-	-	-
Repair & maintenance	-	-	-	-	-	-
Telephone	-	-	-	-	-	-
Continuing Professional Educatio	2,938	6,000	3,298	6,700	700	12%
Utilities	-	-	-	-	-	-
Wardrobe	-	-	-	-	-	-
<b>Total other expenditures</b>	<b>289,370</b>	<b>324,800</b>	<b>361,335</b>	<b>307,000</b>	<b>(17,800)</b>	<b>-5%</b>
<b>CAPITAL OUTLAY</b>						
	-	-	-	-	-	-
<b>TOTAL DEPARTMENT</b>	<b>1,352,013</b>	<b>1,321,772</b>	<b>1,460,603</b>	<b>1,709,321</b>	<b>387,549</b>	<b>29%</b>
<b>PERSONNEL</b>						
Management	1	1	1	1		
Clerical	2	2	3	3		
Departmental operating	4	4	4	4		
Other Funding Sources	4	4	4	4		
<b>Total personnel</b>	<b>12</b>	<b>11</b>	<b>12</b>	<b>12</b>		

## TECHNOLOGY SERVICES

	(A)	(B)	(C)	(D)		
	FY2023	FY 2024	FY 2024	FY 2025	\$ VAR	% VAR
	ACTUAL	BUDGET	PROJECTED	BUDGET	(C-A)	(D/A)
			ACTUAL			
<b>LABOR</b>						
Management	322,998	338,706	333,569	397,561	58,855	17%
Clerical		-	-	-	-	
Departmental operating	1,556,177	1,852,587	1,650,463	2,137,296	284,709	15%
OPEB contribution	32,828	33,000	33,000	32,000	(1,000)	
<b>Total labor</b>	<b>1,912,003</b>	<b>2,224,293</b>	<b>2,017,032</b>	<b>2,566,857</b>	<b>342,564</b>	<b>15%</b>
<b>OTHER EXPENDITURES</b>						
Advertising		-	-	-	-	
Dues & Subscriptions	425	6,525	1,149	6,525	-	
Employee relations	33,830	36,950	34,526	36,750	(200)	
Equipment rentals	51,743	84,500	73,701	100,000	15,500	18%
Freight		-	-	-	-	
Gas, oil & accessories		-	-	-	-	
Laundry and cleaning		-	-	-	-	
Licenses & permits		-	-	-	-	
Office mat'l & supplies	33	2,500	446	2,500	-	
Operating supplies	653,289	342,000	314,512	388,000	46,000	13%
Outside services & fees		2,000	-	102,000	100,000	5000%
Postage		150	155	150	-	
Professional services	1,099,843	2,165,000	1,249,906	1,057,000	(1,108,000)	-51%
Community Outreach		-	-	-	-	
Repair & maintenance	2,211,791	2,537,000	2,402,783	3,531,500	994,500	39%
Telephone	648,013	767,800	728,168	797,700	29,900	4%
Continuing Professional Educatio	4,153	34,000	32,789	39,000	5,000	15%
Utilities		-	-	-	-	
Wardrobe		-	-	-	-	
<b>Total other expenditures</b>	<b>4,703,120</b>	<b>5,978,425</b>	<b>4,838,135</b>	<b>6,061,125</b>	<b>82,700</b>	<b>1%</b>
<b>CAPITAL OUTLAY</b>	<b>1,414,684</b>	<b>1,553,800</b>	<b>1,220,753</b>	<b>813,400</b>	<b>(740,400)</b>	<b>-48%</b>
<b>TOTAL DEPARTMENT</b>	<b>8,029,807</b>	<b>9,756,518</b>	<b>8,075,920</b>	<b>9,441,382</b>	<b>(315,136)</b>	<b>-3%</b>
<b>PERSONNEL</b>						
Management	1	1	1	1		
Clerical		-	-	-		
Departmental operating	12	12	12	13		
<b>Total personnel</b>	<b>13</b>	<b>13</b>	<b>13</b>	<b>14</b>		

## HUMAN RESOURCES

		(A)	(B)	(C)	(D)	
	FY2023 ACTUAL	FY 2024 BUDGET	FY 2024 PROJECTED ACTUAL	FY 2025 BUDGET	\$ VAR (C-A)	% VAR (D/A)
<b>LABOR</b>						
Management	451,634	309,764	319,674	263,604	(46,160)	-15%
Clerical	39,274	66,657	73,650	86,666	20,009	30%
Departmental operating	468,508	747,170	706,327	881,566	134,396	18%
OPEB contribution	20,202	20,000	20,000	18,000	(2,000)	
<b>Total labor</b>	<b>979,618</b>	<b>1,143,591</b>	<b>1,119,651</b>	<b>1,249,836</b>	<b>106,245</b>	<b>9%</b>
<b>OTHER EXPENDITURES</b>						
Advertising	9,866	10,000	8,559	10,000	-	
Dues & Subscriptions	7,253	10,025	7,503	10,475	450	4%
Employee relations	119,935	215,000	181,585	291,300	76,300	35%
Equipment rentals	-	-	-	-	-	
Gas, oil & accessories	-	-	-	-	-	
Licenses & permits	-	-	-	-	-	
Office mat'l & supplies	1,905	2,500	1,283	2,500	-	
Operating supplies	32,172	52,900	59,878	40,000	(12,900)	-24%
Outside services & fees	263,731	140,000	257,661	197,500	57,500	41%
Postage	129	1,000	391	350	(650)	-65%
Professional services	-	-	-	-	-	
Community Outreach	-	-	-	-	-	
Repair & maintenance	-	-	-	-	-	
Telephone	-	-	-	-	-	
Continuing Professional Educatio	14,258	15,000	11,439	25,800	10,800	72%
Utilities	-	-	-	-	-	
Wardrobe	-	-	-	-	-	
<b>Total other expenditures</b>	<b>449,249</b>	<b>446,425</b>	<b>528,299</b>	<b>577,925</b>	<b>131,500</b>	<b>29%</b>
<b>CAPITAL OUTLAY</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL DEPARTMENT</b>	<b>1,428,867</b>	<b>1,590,016</b>	<b>1,647,950</b>	<b>1,827,761</b>	<b>237,745</b>	<b>15%</b>
<b>PERSONNEL</b>						
Management	1	2	1	1		
Clerical	1	1	1	1		
Departmental operating	6	6	6	6		
<b>Total personnel</b>	<b>8</b>	<b>9</b>	<b>8</b>	<b>8</b>		

## PUBLIC AFFAIRS

	(A)	(B)	(C)	(D)		
	FY 2023	FY 2024	FY 2024	FY 2025	\$ VAR	
	ACTUAL	BUDGET	PROJECTED	BUDGET	(C-A)	
			ACTUAL		% VAR	
					(D/A)	
<b>LABOR</b>						
Management	267,979	445,169	286,379	246,976	(198,193)	-45%
Clerical		83,321	141,179	-	(83,321)	-100%
Departmental operating	167,311	234,278	266,249	453,265	218,987	93%
OPEB contribution	5,051	5,000	5,000	11,000	6,000	
<b>Total labor</b>	<b>440,341</b>	<b>767,768</b>	<b>698,807</b>	<b>711,241</b>	<b>(56,527)</b>	<b>-7%</b>
<b>OTHER EXPENDITURES</b>						
Advertising		-	-	-	-	
Dues & Subscriptions	2179	1,658	3,344	3,240	1,582	95%
Employee relations	4,941	13,000	10,090	625	(12,375)	-95%
Equipment rentals		-	-	-	-	
Gas, oil & accessories		-	-	-	-	
Licenses & permits		-	-	-	-	
Office mat'l & supplies	575	300	965	450	150	50%
Operating supplies	3,957	1,300	1,085	2,600	1,300	100%
Outside services & fees	11,224	45,000	44,555	47,300	2,300	5%
Postage		-	-	-	-	
Professional services		-	-	-	-	
Community Outreach	12,250	-	8,022	9,000	9,000	
Repair & maintenance		-	-	-	-	
Telephone		-	-	-	-	
Continuing Professional Education	4,153	6,000	1,886	5,175	(825)	-14%
Utilities		-	-	-	-	
Wardrobe		-	-	-	-	
<b>Total other expenditures</b>	<b>39,279</b>	<b>67,258</b>	<b>69,947</b>	<b>68,390</b>	<b>1,132</b>	<b>2%</b>
<b>CAPITAL OUTLAY</b>						
		-	-	-		
<b>TOTAL DEPARTMENT</b>	<b>479,620</b>	<b>835,026</b>	<b>768,754</b>	<b>779,631</b>	<b>(55,395)</b>	<b>-7%</b>
<b>PERSONNEL</b>						
Management	1	3	3	1		
Clerical		1	1	1		
Departmental operating	1	2	2	1		
<b>Total personnel</b>	<b>2</b>	<b>6</b>	<b>6</b>	<b>3</b>		

## DISTRICT COUNSEL

	(A)	(B)	(C)	(D)		
	FY2023 ACTUAL	FY 2024 BUDGET	FY 2024 PROJECTED ACTUAL	FY 2025 BUDGET	\$ VAR (C-A)	% VAR (D/A)
<b>LABOR</b>						
Management		-	87,692	492,120	492,120	
Clerical		-	-	-	-	
Departmental operating		-	-	-	-	
OPEB contribution		-	-	2,000	2,000	
Total labor		-	87,692	494,120	494,120	
<b>OTHER EXPENDITURES</b>						
Advertising		-	-	-	-	
Dues & Subscriptions		-	-	6,000	6,000	
Employee relations		-	-	250	250	
Equipment rentals		-	-	-	-	
Gas, oil & accessories		-	-	-	-	
Licenses & permits		-	-	-	-	
Office mat'l & supplies		-	-	-	-	
Operating supplies		-	-	-	-	
Outside services & fees		-	-	-	-	
Postage		-	-	-	-	
Professional services		-	-	2,575,000	2,575,000	
Community Outreach		-	-	-	-	
Repair & maintenance		-	-	-	-	
Telephone		-	-	-	-	
Continuing Professional Education		-	-	3,500	3,500	
Utilities		-	-	-	-	
Wardrobe		-	-	-	-	
Total other expenditures		-	-	2,584,750	2,584,750	
<b>CAPITAL OUTLAY</b>						
TOTAL DEPARTMENT						
		-	87,692	3,078,870	3,078,870	
<b>PERSONNEL</b>						
Management			1	1		
Clerical						
Departmental operating						
Other Funding Sources						
Total personnel			1	1		



## BUILDING AND SAFETY

	(A)	(B)	(C)	(D)		
	FY2023 ACTUAL	FY 2024 BUDGET	FY 2024 PROJECTED ACTUAL	FY 2025 BUDGET	\$ VAR (C-A)	% VAR (D/A)
<b>LABOR</b>						
Management	272,209	453,365	342,421	492,106	38,741	9%
Clerical	503,373	564,360	442,809	676,589	112,229	20%
Departmental operating	4,021,039	4,409,904	3,960,678	5,467,696	1,057,792	24%
OPEB contribution	106,061	106,000	106,000	103,000	(3,000)	
Total labor	4,902,682	5,533,629	4,851,908	6,739,391	1,205,762	22%
<b>OTHER EXPENDITURES</b>						
Advertising	-	-	-	-	-	
Dues & Subscriptions	9,937	15,000	11,380	17,000	2,000	13%
Employee relations	6,809	4,700	415	5,625	925	20%
Equipment rentals	-	-	-	-	-	
Gas, oil & accessories	-	-	-	-	-	
Licenses & permits	5,313	5,000	4,423	5,000	-	0%
Office mat'l & supplies	4,440	6,000	1,905	7,000	1,000	17%
Operating supplies	27,937	79,000	25,134	88,500	9,500	12%
Outside services & fees	92,961	70,000	96,847	120,000	50,000	71%
Postage	63	500	208	500	-	
Professional services	-	75,000	1,150	50,000	(25,000)	-33%
Community Outreach	-	-	-	-	-	
Repair & maintenance	-	-	-	-	-	
Telephone	-	-	-	-	-	
Continuing Professional Education	21,526	40,350	30,512	65,000	24,650	61%
Utilities	-	-	-	-	-	
Wardrobe	-	-	-	-	-	
Total other expenditures	168,986	295,550	171,974	358,625	63,075	21%
<b>CAPITAL OUTLAY</b>						
	-	-	-	-		
TOTAL DEPARTMENT	5,071,668	5,829,179	5,023,882	7,098,016	1,268,837	22%
<b>PERSONNEL</b>						
Management	1	2	2	2		
Clerical	7	7	7	7		
Departmental operating	34	33	33	36		
Total personnel	42	42	42	45		

## FIRE DEPARTMENT

	(A)	(B)	(C)	(D)		
	FY2023 ACTUAL	FY 2024 BUDGET	FY 2024 PROJECTED ACTUAL	FY 2025 BUDGET	\$ VAR (C-A)	% VAR (D/A)
<b>LABOR</b>						
Management	5,676,517	5,751,603	6,423,438	7,314,737	1,563,134	27%
Clerical	80,730	84,456	86,302	86,396	1,940	
Departmental operating	33,947,270	33,629,410	36,556,225	39,366,390	5,736,980	17%
OPEB Contribution	580,808	600,000	600,000	571,000	(29,000)	
<b>Total labor</b>	<b>40,285,325</b>	<b>40,065,469</b>	<b>43,665,965</b>	<b>47,338,523</b>	<b>7,273,054</b>	<b>18%</b>
<b>OTHER EXPENDITURES</b>						
Advertising	-	-	-	-	-	
Dues & Subscriptions	10,300	10,300	7,083	10,300	-	
Employee relations	296,500	296,500	274,796	421,600	125,100	42%
Equipment rentals	20,000	20,000	21,678	26,700	6,700	34%
Gas, oil & accessories	-	-	-	-	-	
Licenses & permits	250	250	225	250	-	
Office mat'l & supplies	10,000	10,000	9,780	10,000	-	
Operating supplies	1,248,000	1,248,000	1,212,571	1,290,600	42,600	3%
Outside services & fees	190,500	190,500	134,287	156,500	(34,000)	-18%
Postage	1,500	1,500	574	1,500	-	
Professional services	-	-	-	-	-	
Community Outreach	-	-	-	-	-	
Repair & maintenance	1,097,103	1,097,103	1,003,271	1,136,108	39,005	4%
Telephone	-	-	-	-	-	
Continuing Professional Education	80,300	80,300	38,129	105,120	24,820	31%
Utilities	195,000	195,000	183,155	175,000	(20,000)	-10%
Wardrobe	450,000	450,000	446,208	700,000	253,792	56%
<b>Total other expenditures</b>	<b>3,599,453</b>	<b>3,599,453</b>	<b>2,885,549</b>	<b>4,033,678</b>	<b>434,225</b>	<b>12%</b>
<b>CAPITAL OUTLAY</b>	<b>941,988</b>	<b>799,400</b>	<b>721,264</b>	<b>4,104,970</b>	<b>3,305,570</b>	<b>414%</b>
<b>TOTAL DEPARTMENT</b>	<b>44,826,766</b>	<b>44,464,322</b>	<b>47,272,778</b>	<b>55,477,171</b>	<b>11,012,849</b>	<b>25%</b>
<b>PERSONNEL</b>						
Management	33	31	31	31		
Clerical	1	1	1	1		
Departmental operating	196	203	203	213		
<b>Total personnel</b>	<b>230</b>	<b>235</b>	<b>235</b>	<b>245</b>		

## ENVIRONMENTAL SCIENCES

	(A)	(B)	(C)	(D)		
	FY2023	FY 2024	FY 2024	FY 2025	\$ VAR	
	ACTUAL	BUDGET	PROJECTED	BUDGET	(C-A)	
			ACTUAL		% VAR	
					(D/A)	
<b>LABOR</b>						
Management	703,054	666,203	432,076	679,198	12,995	2%
Clerical	84,305	84,456	87,410	86,396	1,940	2%
Departmental operating	3,348,193	3,655,481	3,294,853	3,789,649	134,168	4%
OPEB contribution		-	-	-	-	
<b>Total labor</b>	<b>4,135,552</b>	<b>4,406,140</b>	<b>3,814,339</b>	<b>4,555,243</b>	<b>149,103</b>	
<b>OTHER EXPENDITURES</b>						
Advertising		-	-	-	-	
Dues & Subscriptions	996	1,200	723	1,500	300	25%
Employee relations	2,851	3,500	3,459	4,375	875	25%
Equipment rentals	5,544	3,700	3,562	3,800	100	3%
Gas, oil & accessories		-	-	-	-	
Licenses & permits	11,973	19,000	2,835	19,000	-	
Office mat'l & supplies	9,628	9,000	6,261	9,000	-	
Operating supplies	1,008,292	1,114,000	977,347	1,904,500	790,500	71%
Outside services & fees	88,967	117,500	85,882	167,000	49,500	42%
Postage	1,908	1,100	1,179	1,100	-	
Professional services		-	-	-	-	
Community Outreach		-	-	-	-	
Repair & maintenance	86,624	102,000	103,554	120,000	18,000	18%
Telephone		-	-	-	-	
Continuing Professional Educatio	5,058	22,425	16,001	27,375	4,950	22%
Utilities	83,379	90,000	75,875	90,000	-	
Wardrobe		-	-	-	-	
<b>Total other expenditures</b>	<b>1,305,220</b>	<b>1,483,425</b>	<b>1,276,678</b>	<b>2,347,650</b>	<b>864,225</b>	<b>58%</b>
<b>CAPITAL OUTLAY</b>	<b>90,659</b>	<b>52,000</b>	<b>35,223</b>	<b>25,500</b>	<b>(26,500)</b>	<b>-51%</b>
<b>TOTAL DEPARTMENT</b>	<b>5,531,431</b>	<b>5,941,565</b>	<b>5,126,240</b>	<b>6,928,393</b>	<b>986,828</b>	<b>17%</b>
<b>PERSONNEL</b>						
Management	3	3	3	3		
Clerical	1	1	1	1		
Departmental operating	29	31	30	30		
<b>Total personnel</b>	<b>33</b>	<b>35</b>	<b>34</b>	<b>34</b>		

## FACILITIES OPERATIONS & MAINTENANCE

	(A)	(B)	(C)	(D)		
	FY2023	FY 2024	FY 2024	FY 2025	\$ VAR	
	ACTUAL	BUDGET	PROJECTED	BUDGET	(C-A)	
			ACTUAL		% VAR	
					(D/A)	
<b>LABOR</b>						
Management	752,518	810,209	707,923	560,885	(249,324)	-31%
Clerical	54,137	65,487	48,135	79,545	14,058	21%
Departmental operating	1,853,828	2,264,249	2,039,758	2,225,699	(38,550)	-2%
OPEB contribution	73,232	54,000	54,000	55,000	1,000	
<b>Total labor</b>	<b>2,733,715</b>	<b>3,193,945</b>	<b>2,849,816</b>	<b>2,921,129</b>	<b>(272,816)</b>	<b>-9%</b>
<b>OTHER EXPENDITURES</b>						
Advertising	-	-	-	-	-	
Dues & Subscriptions	1,952	5,000	3,374	2,500	(2,500)	-50%
Employee relations	9,162	10,500	5,988	15,625	5,125	49%
Equipment rentals	300,115	313,500	326,228	372,249	58,749	19%
Gas, oil & accessories	314,809	353,000	343,415	391,420	38,420	11%
Licenses & permits	-	-	-	-	-	
Office mat'l & supplies	5,261	3,500	2,732	4,750	1,250	36%
Operating supplies	743,926	893,000	747,632	889,639	(3,361)	0%
Outside services & fees	14,971,129	14,344,046	14,009,679	14,986,348	642,302	4%
Postage	-	-	-	-	-	
Professional services	-	-	-	-	-	
Community Outreach	-	-	-	-	-	
Repair & maintenance	4,102,590	4,791,000	4,301,055	6,088,618	1,297,618	27%
Telephone	-	-	-	-	-	
Continuing Professional Educatio	288	8,000	5,189	8,000	-	
Utilities	1,167,438	1,190,000	952,192	1,226,500	36,500	3%
Wardrobe	450,467	50,000	32,781	53,500	20,719	63%
<b>Total other expenditures</b>	<b>22,067,137</b>	<b>21,961,546</b>	<b>20,730,265</b>	<b>24,039,149</b>	<b>2,077,603</b>	<b>9%</b>
<b>CAPITAL OUTLAY</b>	<b>4,738,423</b>	<b>4,293,602</b>	<b>4,169,833</b>	<b>725,000</b>	<b>(3,568,602)</b>	<b>-83%</b>
<b>TOTAL DEPARTMENT</b>	<b>29,539,275</b>	<b>29,449,093</b>	<b>27,749,914</b>	<b>27,685,278</b>	<b>(1,763,815)</b>	<b>-6%</b>
<b>PERSONNEL</b>						
Management	4	4	4	3		
Clerical	1	1	1	1		
Departmental operating	20	20	20	16		
Other Funding Sources	4	4	4	4		
<b>Total personnel</b>	<b>29</b>	<b>29</b>	<b>29</b>	<b>24</b>		

## DRAINAGE

	(A)	(B)	(C)	(D)	
	FY 2023	FY 2024	FY 2024	FY 2025	\$ VAR
	ACTUAL	BUDGET	PROJECTED	BUDGET	(C-A)
			ACTUAL		% VAR
					(D/A)
<b>LABOR</b>					
Management	-	-	-	-	-
Clerical	-	-	-	-	-
Departmental operating	-	-	-	-	-
Total labor	-	-	-	-	-
<b>OTHER EXPENDITURES</b>					
Advertising	-	-	-	-	-
Dues & Subscriptions	-	-	-	-	-
Employee relations	-	-	-	-	-
Equipment rentals	-	-	-	-	-
Freight	-	-	-	-	-
Laundry and cleaning	-	-	-	-	-
Office mat'l & supplies	-	-	-	-	-
Operating supplies	6,855	115,000	99,458	115,000	-
Outside services & fees	383,712	310,000	354,510	310,000	-
Postage	-	-	-	-	-
Professional services	-	-	-	-	-
Community Outreach	-	-	-	-	-
Rent	-	-	-	-	-
Repair & maintenance	1,166,406	5,084,508	2,018,895	4,500,000	(584,508) -11%
Telephone	-	-	-	-	-
Continuing Professional Education	-	-	-	-	-
Utilities	-	-	-	-	-
Wardrobe	-	-	-	-	-
Total other expenditures	1,556,973	5,509,508	2,472,863	4,925,000	(584,508) -11%
<b>CAPITAL OUTLAY</b>					
	-	-	-	-	-
<b>TOTAL DEPARTMENT</b>	<b>1,556,973</b>	<b>5,509,508</b>	<b>2,472,863</b>	<b>4,925,000</b>	<b>(584,508) -11%</b>
<b>PERSONNEL</b>					
Management	-	-	-	-	-
Clerical	-	-	-	-	-
Departmental operating	-	-	-	-	-
Total personnel	-	-	-	-	-

## PUBLIC WORKS

	(A)	(B)	(C)	(D)		
	FY 2023	FY 2024	FY 2024	FY 2025	\$ VAR	% VAR
	ACTUAL	BUDGET	PROJECTED	BUDGET	(C-A)	(D/A)
<b>LABOR</b>						
Management	235,812	615,038	431,966	1,127,705	512,667	83%
Clerical	77,330	88,888	92,702	95,441	6,553	7%
Departmental operating	2,157,302	2,479,015	2,429,526	4,054,926	1,575,911	64%
OPEB Contribution	123,737	123,000	123,000	148,000	25,000	
<b>Total labor</b>	<b>2,594,181</b>	<b>3,305,941</b>	<b>3,077,194</b>	<b>5,426,072</b>	<b>2,120,131</b>	<b>64%</b>
<b>OTHER EXPENDITURES</b>						
Advertising	-	-	-	-	-	-
Dues & Subscriptions	4,287	5,150	3,738	11,100	5,950	116%
Employee relations	1,235	2,000	1,750	11,625	9,625	481%
Equipment rentals	-	850	745	400	(450)	-53%
Gas, oil & accessories	-	-	-	-	-	-
Licenses & permits	5,740	5,740	5,740	5,740	-	0%
Office mat'l & supplies	1,769	2,000	1,138	8,000	6,000	300%
Operating supplies	4,981	20,000	10,941	18,500	(1,500)	-8%
Outside services & fees	51,109	100,000	91,175	1,683,220	1,583,220	1583%
Postage	-	-	-	-	-	-
Professional services	779,754	2,810,950	1,213,947	3,111,600	300,650	11%
Community Outreach	-	-	-	-	-	-
Repair & maintenance	11,670,352	16,711,933	13,483,785	15,695,000	(1,016,933)	-6%
Telephone	-	-	-	-	-	-
Continuing Professional Educatic	3,367	11,000	8,854	20,300	9,300	85%
Utilities	-	-	-	-	-	-
Wardrobe	-	-	-	-	-	-
<b>Total other expenditures</b>	<b>12,522,594</b>	<b>19,669,623</b>	<b>14,821,813</b>	<b>20,565,485</b>	<b>895,862</b>	<b>5%</b>
<b>CAPITAL OUTLAY</b>						
	-	-	-	-	-	-
<b>TOTAL DEPARTMENT</b>	<b>15,116,775</b>	<b>22,975,564</b>	<b>17,899,007</b>	<b>25,991,557</b>	<b>3,015,993</b>	<b>13%</b>
<b>PERSONNEL</b>						
Management	1	2	2	4		
Clerical	1	1	1	1		
Departmental operating	14	15	15	24		
<b>Total personnel</b>	<b>16</b>	<b>18</b>	<b>18</b>	<b>29</b>		

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**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
BOARD OF SUPERVISORS REPORT 8.3**

**Board Meeting Date: 09/11/2024**

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Subject: Tentative Utility Division Budget and Utility Rates for Fiscal Year 2025

Presented By: Christine Ferraro

Department: Utilities

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**STAFF RECOMMENDATION** (Motion Ready): Approve Agenda Item #8.3 for Resolution No.664, a Resolution of the Central Florida Tourism Oversight District Adopting a Tentative Utility Budget of \$238,837,030 with an Effective Date of September 11, 2024.

**RELEVANT STRATEGIC GOALS:** N/A

**PROOF OF PUBLICATION:** N/A

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**BACKGROUND:** Annually, RCES prepares a Utility Division Budget and Utility Rate recommendations for the Board's consideration. This proposal details expenses by utility and an individual utility rate to generate revenue sufficient to cover expenses. The Budget Workshop was held in August. Tentative and Final Budget hearings are scheduled in September. The new fiscal year begins on October 1, 2024. Establishing an Annual Budget allows the District to establish the corresponding utility rates and plan to provide utility services to District customers in an efficient and reliably manner.

**FINDINGS AND CONCLUSIONS:** The fiscal year 2025 Utility Division budget discussed in August's budget workshops included forecasted utility expenses, fuel over-collection, reserve collection and individual utility rate recommendations. There is a proposed overall utility rate increase of \$4.2%.

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**FISCAL IMPACT:** The tentative Utility Division budget of \$238,837,030 with an effective date of September 11, 2024, is a 4.2% increase over the fiscal year 2024 Utility Division budget.

**PROCUREMENT REVIEW:** N/A

**LEGAL REVIEW:** N/A

**ALTERNATIVE:** N/A

**SUPPORT MATERIALS:**

FY2025 CFTOD Utility Budget and Rates Tentative Budget

**RESOLUTION NO. 664**

**A RESOLUTION OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT ADOPTING A TENTATIVE UTILITY BUDGET FOR FISCAL YEAR 2025; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Central Florida Tourism Oversight District intends to adopt the FY2025 tentative utility budget; and

WHEREAS, Section 200.065(c), Florida Statutes requires that a resolution adopting a tentative budget be approved by the taxing authority at a public hearing; and

WHEREAS, the Central Florida Tourism Oversight District set forth the appropriations and revenue estimate for the Tentative Utility Budget for Fiscal Year 2025 in the amount of \$238,837,030.00; and

WHEREAS, the Central Florida Oversight District has, in accordance with Section 200.065, Florida Statutes,

1. Held a public hearing on September 11, 2024 for the purpose of adopting a tentative utility budget.

NOW, THEREFORE BE IT RESOLVED, that the Central Florida Tourism Oversight District, through its Board of Supervisors, hereby adopts the tentative utility budget for FY 2025.

BE IT FURTHER RESOLVED by the Board of Supervisors of the Central Florida Tourism Oversight District assembled in regular session this 11th day of September 2024 that this Resolution will take effect immediately upon its adoption.

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

\_\_\_\_\_  
Charbel Barakat  
Vice Chair of the Board of  
Supervisors

ATTEST:

\_\_\_\_\_  
S.C. Kopelousos  
District Administrator





# CFTOD OPERATING BUDGET

## CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT - UTILITIES DIVISION PROPOSED OPERATING BUDGET FISCAL YEAR 2025 (In Millions)

	FY24	FY24	Fcst	FY25	Budget
	<u>Budget</u>	<u>Fcst</u>	<u>Var</u>	<u>Budget</u>	<u>\$ Var</u>
<u>OPERATING REVENUES</u>					
1 Customer Sales	192.7	190.0	(2.7)	200.8	8.1
2 Other Income (Fuel, interest, & franchise fees)	(0.7)	(3.3)	(2.6)	13.5	14.2
<b>Sub-Total Operating Revenues</b>	<b>192.0</b>	<b>186.7</b>	<b>(5.3)</b>	<b>214.3</b>	<b>22.3</b>
3 Interdepartmental Utility Sales	16.5	15.4	(1.1)	16.3	(0.2)
4 Withdrawal from Pre-collected Funds	6.9	0.0	(6.9)	8.3	1.4
<b>Total Gross Revenue [lines 1-4]</b>	<b>215.4</b>	<b>202.1</b>	<b>(13.3)</b>	<b>238.8</b>	<b>23.5</b>
<u>EXPENSES</u>					
5 Purchase Power & Fuel	(79.3)	(68.6)	10.8	(85.1)	(5.8)
6 Labor Support [RCES, CFTOD Acctg & Fac Svc]	(36.0)	(34.5)	1.4	(36.8)	(0.8)
<u>OPERATING EXPENSES</u>					
7 Routine Expenses	(24.4)	(24.4)	(0.0)	(27.1)	(2.7)
8 Outside Services - Landfill	(3.3)	(3.4)	(0.1)	(4.0)	(0.7)
9 Gross Receipts Tax	(3.1)	(3.0)	0.1	(3.1)	(0.0)
10 Planned Work	(3.1)	(3.5)	(0.4)	(3.2)	(0.1)
11 Insurance	(1.5)	(1.5)	(0.0)	(1.6)	(0.1)
<b>Sub-Total Operating Expenses [lines 7-11]</b>	<b>(35.4)</b>	<b>(35.9)</b>	<b>(0.4)</b>	<b>(38.9)</b>	<b>(3.5)</b>
12 Interdepartmental Utility Usage [reverses item #3]	(16.5)	(15.4)	1.1	(16.3)	0.2
<b>Total Expenses [lines 5-12]</b>	<b>(167.2)</b>	<b>(154.4)</b>	<b>12.8</b>	<b>(177.1)</b>	<b>(9.9)</b>
<u>NET INCOME</u>	48.2	47.7	(0.5)	61.7	13.5
<u>FUND REQUIREMENTS</u>					
13 Debt Service	(27.4)	(26.4)	1.0	(28.0)	(0.6)
14 Renewal and Replacement Capital	(13.0)	(12.6)	0.4	(15.0)	(2.0)
15 Cash Flow Requirements/ Rate Stabilization	(0.9)	(0.9)	0.0	(10.5)	(9.6)
16 R&R Requirements	0.0	(1.2)	(1.2)	0.0	0.0
17 Use of Pre-collected Funds [reverses item #4]	(6.9)	(1.8)	5.1	(8.3)	(1.4)
<b>Total Fund Requirements [lines 13-17]</b>	<b>(48.2)</b>	<b>(43.0)</b>	<b>5.3</b>	<b>(61.7)</b>	<b>(13.5)</b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXP.</b>	<b>(0.0)</b>	<b>4.8</b>	<b>4.8</b>	<b>0.0</b>	<b>0.0</b>
18 Debt Svcs Coverage	1.51	1.81		1.91	

Note: The FY24 Full year forecast is based on actuals through May 2024



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**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
BOARD OF SUPERVISORS REPORT 8.4**

**Board Meeting Date: 09/11/2024**

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Subject: Approval of Resolution authorizing Amendments to the Land Development Regulations

Presented By: Lee Pulham, Senior Planner and Katherine Luetzow, Manager, Planning & Engineering

Department: Public Works

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**STAFF RECOMMENDATION** (Motion Ready): Approve Agenda item #8.4 Resolution No.662, Authorizing Amendments to the Land Development Regulation

**RELEVANT STRATEGIC GOALS:** Operational Excellence

**PROOF OF PUBLICATION:** Published in Orlando Sentinel on August 31, 2024

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**BACKGROUND:** The Land Development Regulations are being amended to update the development maximums (Table 3-20.2, page 3-2) and to add the Conversion Matrix (Section 3-20.3, page 3-3) required by the Disney Development Agreement. Additionally, updates are being made to modify or clarify existing and to add new:

- References to the District;
- Definitions;
- Statutory and code references, requirements, and procedures; and
- General planning and engineering requirements and procedures.

**FINDINGS AND CONCLUSIONS:** The recommended amendments to the Land Development Regulations are necessary to comply with requirements of the Development Agreement executed by and between the Central Florida Tourism Oversight District and Walt Disney Parks and Resorts, U.S., Inc. and to update and formalize existing references, requirements, and procedures for development approvals by the Planning & Engineering Department.

**FISCAL IMPACT:** Insignificant as these changes will little alter the existing costs of Planning & Engineering development reviews and approvals for either the developer or the district.

**PROCUREMENT REVIEW:** N/A

**LEGAL REVIEW:** This agenda item has been reviewed by the District's Counsel.

**ALTERNATIVE:**

- Deny
- Amend
- Table

**SUPPORT MATERIALS:** Copy of the Resolution with attached Land Development Regulations in strikethrough and underline text format.

**RESOLUTION NO. 662**

**A RESOLUTION OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT PROVIDING COMPREHENSIVE AMENDMENTS TO THE DISTRICT'S LAND DEVELOPMENT REGULATIONS, INCLUDING AMENDMENTS TO THE DEFINITION OF TERMS, REFERENCES TO THE DISTRICT, PARKING, DEVELOPMENT MAXIMUMS, LAND USES, STORMWATER AND ENVIRONMENTAL MANAGEMENT, DEVELOPMENT REVIEW, AND CONCURRENCY; PROVIDING THAT THE AMENDMENTS APPLY TO THE ENTIRE DISTRICT INCLUDING AREAS WITHIN EXISTING DEVELOPMENT AGREEMENTS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

**WHEREAS**, the Central Florida Tourism Oversight District ("District") is a Florida public corporation established under Chapter 2023-5, Laws of Florida effective on February 27, 2023 (the "Act"); and

**WHEREAS**, pursuant to the Act, the District must exercise its authority to adopt, amend, and enforce zoning regulations, land development regulations, environmental protection regulations, building and safety codes, and platting and subdivision regulations, governing the entire District, including within the jurisdictional limits of municipalities; and

**WHEREAS**, the Board of Supervisors desire to comprehensively amend the RCID Land Development Regulations in order to update, clarify and modify said regulations, including amendments to the title of the RCID Land Development Regulations, definition of terms, references to the District, parking, development maximums, land uses, storm water and environmental management, development review and concurrency; and

**WHEREAS**, in accordance with the provisions of Section 163.3233, Florida Statutes, the District shall apply the amended RCID Land Development Regulations, as adopted by this Resolution, to all areas with the District's jurisdiction including areas under existing development agreements; and

**WHEREAS**, the District Board of Supervisors serve as the local planning agency and perform the duties of the Planning Board under the RCID Land Development Regulations, and also serve as the local governing body of the District; and

**WHEREAS**, the District Board of Supervisors finds this Resolution to be in the best interest of the public health, safety and welfare and consistent with the Act and with the District's Comprehensive Plan; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the Central Florida Tourism Oversight District, as follows:

**SECTION 1. Recitals.** The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Resolution.

**SECTION 2. Amendment.** The RCID Land Development Regulations are hereby amended as set forth in Exhibit “A”, attached to this Resolution and made a part hereof. (words that are ~~stricken out~~ are deletions; words that are underlined are additions; provisions not being included are not being amended).

**SECTION 3. Codification.** Exhibit “A” in Section 2 of this Resolution, shall be codified as the Central Florida Tourism Oversight District Land Development Regulations. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this resolution or the Land Development Regulations may be freely made.

**SECTION 4. Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution.

**SECTION 5. Conflicts.** In the event of a conflict or conflicts between this Resolution and any other resolution, ordinance/resolution or provision of law, this Resolution controls to the extent of the conflict, as allowable under the law. This Resolution shall apply to and be enforced throughout the unincorporated and incorporated areas of the Central Florida Tourism Oversight District, including within the jurisdictional boundaries of the City of Lake Buena Vista and City of Bay Lake.

**SECTION 6. Effective Date.** This Resolution shall become effective immediately upon adoption by the Board of Supervisors of the Central Florida Tourism Oversight District.

**PASSED AND DULY ADOPTED**, with a quorum present and voting, by the Board of Supervisors of the Central Florida Tourism Oversight District, this \_\_\_\_ day of \_\_\_\_\_, 2024.

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

By: \_\_\_\_\_  
Charbel Barakat  
Vice Chair of the Board of Supervisors

Attested:

By: \_\_\_\_\_  
S.C. Kopelousos  
District Administrator

# **EXHIBIT A**

# **ARTICLE 1 - GENERAL PROVISIONS**

## **CHAPTER 1-10**

### **GENERAL PROVISIONS: INTENT**

#### **Sections:**

- 1-10.1 Title and Purpose**
- 1-10.2 Organization**

**Section 1-10.1 Title and Purpose.** Article 1 of the Land Development Regulations is entitled General Provisions. The purpose of this article is to specify the title, purpose, basic structure, and applicability of the Land Development Regulations, and require conformity thereto.

**Section 1-10.2 Organization.** Article 1 consists of the following chapters:

- (a) 1-10 General Provisions: Intent
- (b) 1-20 General
- (c) 1-30 Definitions
- (d) 1-40 Interpretation of Boundaries

# CHAPTER 1-20

## GENERAL

### Sections:

1-20.1	Purpose
1-20.2	Title
1-20.3	Purpose of Land Development Regulations
1-20.4	Applicability
1-20.5	Relationship to Comprehensive Plan
1-20.6	Regulatory Map
1-20.7	Interpretations
1-20.8	Moving Buildings
1-20.9	Visitor Access
1-20.10	Severability

**Section 1-20.1 Purpose.** The purpose of this chapter, Chapter 1-20, General, is to provide background, introductory, and general information on the Reedy Creek Improvement Central Florida Tourism Oversight District Land Development Regulations. This chapter implements Section 163.3202 F.S.

**Section 1-20.2 Title.** The ordinance codified in Articles 1 through 7 shall be known and cited as the Reedy Creek Improvement Central Florida Tourism Oversight District Land Development Regulations, the RCID CFTOD Land Development Regulations, or the Land Development Regulations.

**Section 1-20.3 Purpose of Land Development Regulations.** The purpose of the RCIDCFTOD Land Development Regulations shall be to serve the public health, safety, and general welfare of the people who reside, work, or visit the District; implement the RCID Comprehensive Plan; and achieve the following objectives:

- (a) To encourage the most appropriate use of land and the harmonious relationship among land uses;
- (b) To facilitate appropriate and innovative tourist-related recreational development;
- (c) To encourage mixed-use development in order to produce exciting pedestrian-oriented, energy-efficient clusters of activity;
- (d) To promote a safe and efficient transportation system;
- (e) To ensure the provision of adequate infrastructure; and
- (f) To ensure the conservation and protection of natural resources.

**Section 1-20.4 Applicability.** The RCIDCFTOD Land Development Regulations shall apply to development within the jurisdiction of the Reedy Creek Improvement Central Florida Tourism Oversight. All development shall conform to the RCIDCFTOD Land Development Regulations. None of the provisions of the RCIDCFTOD Land Development Regulations (nor any developer agreements or permits executed or granted pursuant to such Land Development Regulations) are intended nor shall they be construed to add to, enlarge upon or diminish the rights and interests (if any) that third parties may have arising from existing written agreements binding upon or to which RCIDCFTOD is subject.

**Section 1-20.5 Relationship to Comprehensive Plan.** The intent of the RCIDCFTOD Land Development Regulations is to be consistent with the goals, objectives, and policies of the RCID Comprehensive Plan.

All development shall be consistent with the RCID Comprehensive Plan as well as with the RCIDCFTOD Land Development Regulations. In case of conflict between the RCID Comprehensive Plan and the RCIDCFTOD Land Development Regulations, the RCID Comprehensive Plan shall prevail.

**Section 1-20.6 Regulatory Map.** The map that shows the land use categories used for regulatory purposes in these Land Development Regulations shall be the Future Land Use Map in the RCID Comprehensive Plan.

**Section 1-20.7 Interpretations.** Unless otherwise provided, any ambiguity concerning the content or application of the RCIDCFTOD Land Development Regulations shall be resolved by the District Administrator, subject to an appeal pursuant to Chapter 6-70, Review and Appeals.

**Section 1-20.8 Moving Buildings.** A building permit and a moving permit shall be required before any building or structure is moved within the District. All buildings and structures moved within the District shall comply with all applicable regulations for the land use designation in which the building or structure is to be located.

**Section 1-20.9 Visitor Access.** New development adjacent to Bay Lake, Seven Seas Lagoon, Little Lake Bryan, Reedy Lake, Lake Mable, South Lake, Village Lake, Lake Buena Vista, and Reedy Creek shall make provisions for visitor access to shoreline areas comparable to access that has been made at existing development on the shores of these water bodies.

**Section 1-20.10 Severability.** If any chapter, section, subsection, sentence, clause, or phrase of the RCIDCFTOD Land Development Regulations is held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of the RCIDCFTOD Land Development Regulations.



# CHAPTER 1-30

## DEFINITIONS

### Sections:

1-30.1	Purpose
1-30.2	Applicability
1-30.3	Rules of Construction
1-30.4	Use Classifications
1-30.5	Definition of Terms

**Section 1-30.1 Purpose.** The purpose of this chapter, Chapter 1-30, Definitions, is to promote consistency and precision in the interpretation of the **RCIDCFTOD** Land Development Regulations. This chapter implements Section 163.3202 F.S.

**Section 1-30.2 Applicability.** The meaning and construction of words and phrases as set forth herein shall apply throughout the Land Development Regulations except where the context of such words and phrases clearly indicates a different meaning or construction. Definitions contained in the EPCOT Building Code shall be applicable except when in conflict with definitions contained in the Land Development Regulations, in which case the Land Development Regulations shall control. Additional definitions which apply only within one article or chapter may be contained within that article or chapter.

**Section 1-30.3 Rules of Construction.** The following general rules of construction shall apply to the textual provisions of the Land Development Regulations:

- (a) **Chapter and Section References.** "Chapter" means a chapter of the ordinance codified in these Land Development Regulations unless some other ordinance is specially mentioned. "Section" means a section of the ordinance codified in these regulations unless some other ordinance is specifically mentioned. "Subsection" means a subsection of the section in which the term occurs unless some section is specifically mentioned.
- (b) **Headings.** Section and subsection headings contained herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of any provision of these regulations.
- (c) **Illustrations.** In case of any differences of meaning or implication between the text of any section or chapter and any illustration, the text shall control.
- (d) **Gender.** The masculine gender includes the feminine and neuter.
- (e) **Number.** The singular number includes the plural, and the plural the singular.
- (f) **Tense.** The present tense includes the past and future tenses, and the future tense includes the present tense.
- (g) **Shall and May.** "Shall" is mandatory, and "may" is permissive.
- (h) **Statutory References.** Whenever references are made to any portion of the ordinance codified in these regulations, any other ordinance of the **RCIDCFTOD**, or any law of this state or federal government, the reference applies to all applicable amendments and additions now or hereafter made.

**Section 1-30.4 Use Classifications.** Uses are described in the Use Classification System in Chapter 2-30.

**Section 1-30.5 Definition of Terms.** Unless otherwise specified, the following definitions shall be applicable throughout the Land Development Regulations:

- (a) AASHTO. AASHTO means the American Association of State Highway and Transportation Officials.
- (b) Accessory Building. See Epcot Building Code for definition.
- (c) Accessory Use. An accessory use is a use of land customarily incidental and subordinated to the principal use of the land on the same project site.
- (d) Acute Toxicity. Acute toxicity means the presence of one or more substances or characteristics or components of substances in amounts which:
  - (1) are greater than one-third (  $\frac{1}{3}$  ) of the amount lethal to fifty (50) percent of the test organisms in 96 hours (96 hr LC50) where the 96 hr LC50 is the lowest value which has been determined for a species significant to the indigenous aquatic community; or
  - (2) may reasonably be expected, based upon evaluation by generally accepted scientific methods, to produce effects equal to those of the concentration of the substance specified in (1) above.
- (e) Adjusted Gross Income. Adjusted gross income means all wages, assets, regular cash, or noncash contributions from persons outside the household, and such other resources and benefits as may be determined to be income by the United States Department of Housing and Urban Development, adjusted for family size, less deductions allowable under Section 62 of the Internal Revenue Code.
- (f) Adult Congregate Living Facility. See "Group Home."
- (g) Adverse Impact. Adverse impact means any direct or indirect action likely to cause or actually causing a measurable decline in the stability, function, or diversity of a natural resource system.
- (h) Affordable Housing. Affordable housing is housing which costs the household thirty (30) percent or less of the Metropolitan Orlando Area median income. Housing costs for owner-occupied housing include principal and interest, utilities, property taxes, house insurance, and mandatory association dues. Housing costs for rental housing include rent and utilities.
- (i) Aquifer. An aquifer means an underground, water-bearing layer of earth, porous rock, sand, or gravel through which water can seep or be held in natural storage. Aquifers generally hold water in quantities sufficient to be used as a water supply.
- (j) Area of Disturbance. Area of disturbance means the area within which soil or vegetation is disturbed or material deposited on land, in conjunction with a development. Area of disturbance is often also known as the "construction area" or "limits of construction."
- (k) Board of Supervisors. Board of Supervisors means the **RCIDCFTOD** Board of Supervisors. References to procedural actions to be taken by the Board of Supervisors also include actions by the City Council of Bay Lake and/or City Council of Lake Buena Vista, as appropriate.

- (l) Berm. A berm is a mound or embankment of earth.
- (m) Borrow Pit. A borrow pit is an excavated area where material has been dug for use as fill at another location.
- (n) Buffer. A buffer is a specially designed protective boundary between a land use, development, or activity and another land use, development, or activity, where the boundary, according to appropriate data and analysis, is of sufficient size and composition to provide the stated level of protection to the protected use, development, or activity.
- (o) Building. See EPCOT Building Code for definition.
- (p) Building, Accessory. See "Accessory Building."
- (q) Building, Main. See "Main Building."
- (r) Community Park. A community park is a park located near major roadways, and designed to serve the needs of more than one neighborhood.
- (r) Community Residential Home. A community residential home is a dwelling unit licensed to serve clients of the Department of Health and Rehabilitation Services, Elderly Affairs, the Agency for Persons with Disabilities, the Department of Juvenile Justice, or the Department of Children and Families or licensed by the Agency for Health Care Administration, which provides a living environment for 7 to 14 unrelated residents who operate as the functional equivalent of a family, and includes such supervision and care by supportive staff as may be necessary to meet the physical, emotional, and social needs of the residents.
- (s) Compensation Point for Photosynthetic Activity. Compensation point for photosynthetic activity means the depth at which one (1) percent of the light intensity at the surface remains unabsorbed. The light intensities at the surface and subsurface shall be measured simultaneously by irradiance meters such as the Kahlsico Underwater Irradiometer, Model No. 268 WA 310 or other devices having a comparable spectral response.
- (t) Comprehensive Plan. Comprehensive Plan is the ~~Reedy Creek Improvement~~ Central Florida Tourism Oversight District Comprehensive Plan developed pursuant to the Local Government Comprehensive Planning and Development Regulation Act, as amended, unless otherwise clearly indicated.
- (u) Concurrency Management System. Concurrency management system means the procedures that the ~~RCIDCFTOD~~ will use to assure that development orders and permits are not issued unless the necessary facilities and services are available concurrent with the impacts of development.
- (v) Cone of Influence. Cone of influence is the area surrounding a well pumping water for human consumption that encompasses all area or features that supply groundwater recharge to the well.
- (w) DCA. ~~DCA means the Florida Department of Community Affairs.~~
- (w) Day. A day is a calendar day, unless a working day is indicated.
- (x) Detention. Detention is a delay of stormwater flow for a limited period of time to reduce flooding, improve water quality, and to prevent erosion.

- (y) Development. Development is the carrying out of any building activity or mining operation or the making of any material change in the use of land. Development includes a change in the intensity of use of land, such as an increase in the number of dwelling units in a structure or on land or a material increase in the number or size of businesses, manufacturing establishments, offices, or dwelling units in a structure or on land; alteration of a shore or bank of a seacoast, river, stream, lake, pond, or canal; commencement of drilling (except to obtain soil samples), mining, or excavation; clearing of land as an adjunct of construction; and deposit of refuse, solid or liquid waste, or fill on land.
  - (z) Development Parcel. A development parcel is an identified portion of the District that has been or will be developed as an integrated unit.
  - (aa) District. District is the ~~Reedy Creek Improvement~~ Central Florida Tourism Oversight District, unless otherwise clearly indicated.
  - (ab) District Administrator. District Administrator is the RCIDCFTOD Administrator or his or her designee, unless otherwise indicated.
  - (ac) Drought Tolerant Species. Drought tolerant species are those plant species which do not require consistent water treatment greater than the average.
  - (ad) EPA. EPA means the U.S. Environmental Protection Agency.
  - (ae) Encroachment. Encroachment means the protrusion of a vehicle into a vehicular access way, pedestrian way, or landscaped area. Encroachment may also mean the protrusion of development into a protected area.
  - (af) Erosion. Erosion is the wearing away and transportation of earth material as a result of the movement of wind, water, or ice.
  - (ag) FDEP. FDEP means the Florida Department of Environmental Protection.
  - (ah) FDOT. FDOT means the Florida Department of Transportation.
  - (ai) F.A.C. F.A.C. means the Florida Administrative Code.
  - (aj) F.S. F.S. means the Florida Statutes.
  - (ak) Fence. A fence is a wall or barrier constructed of boards, masonry, wire, or any other material for the purpose of enclosing space or separating units of land. The term "fence" does not include retaining walls but does ~~not~~ include fence gates and gateposts.
  - (al) Floodplain. A floodplain is an area inundated during a 100-year 3-day storm event as defined by the RCIDCFTOD Master Drainage Plan.
  - (am) FloridaCommerce. FloridaCommerce means the Florida Department of Commerce.
- 
- (an) Foster Care Facility. A foster care facility is a facility which houses foster residents and provides a family living environment for the residents, including such supervision and care as may be necessary to meet the physical, emotional, and social needs of the residents, and serves either children or adult foster residents.
  - (ao) Functional Residents. Functional residents are permanent residents of, day visitors to, and overnight guests within the ~~Reedy Creek Improvement~~ Central Florida Tourism Oversight District.

- (ap) Functions. Functions are the beneficial roles wetlands serve, including storage, conveyance, and attenuation of floodwaters and stormwaters; groundwater recharge and discharge; protection of water quality and reduction of sediment and erosion; production of waterfowl, game, and non-game birds, mammals, and other living resources; protection of habitat for rare, threatened, and endangered species; food chain support for a broad range of wildlife and fisheries; educational, historical, and archaeological value protection; and scenic, aesthetic, and recreational amenities.
- (aq) Group Home. Group home is a facility which provides a living environment for unrelated residents who operate as a functional equivalent of a family, including such supervision and care as may be necessary to meet the physical, emotional, and social needs of the residents. Adult congregate living facilities comparable in size to group homes are included in this definition. Group homes shall not include rooming or boarding homes, clubs, fraternities, sororities, monasteries or convents, hotels, residential treatment facilities, nursing homes, or emergency shelters.
- (ar) Guest. Guests are tourist residents who stay overnight within the District at least one day but less than six months and day visitors who visit but do not stay overnight within the District.
- (as) Hazardous Waste. Hazardous Waste means solid waste, or a combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. The term does not include human remains that are disposed of by persons licensed under Chapter 470 F.S.
- (at) Hedge. A hedge is a dense row of plant material, such as shrubs, which are arranged to form a boundary or screen.
- (au) Illicit Discharge. A discharge to the District's Municipal Separate Storm Sewer System (MS4) or to waters of the United States which is not composed entirely of stormwater, unless exempted pursuant to RCID Resolution No. 406, or the discharge to the District's MS4 or to waters of the United States which is not in compliance with federal, state, or local permits.
- (av) Impervious Surface. Impervious surface is a surface through which water cannot penetrate, such as a roof, road, sidewalk, paved parking lot, or plaza.
- (aw) Infill Projects. Infill projects means projects which are an integral part of a larger development project and whose traffic, water, sanitary sewer, solid waste, and drainage, and parks and recreation impacts were adequately addressed in the approved plans for the larger development project.
- (ax) In-kind. In-kind means the restoration or creation of a wetland with vegetation and other characteristics closely approximating those of a specified wetland.
- (ay) LOS. See "Level of Service."
- (az) Landscaped Buffer. A landscaped buffer is an area of landscaping separating two distinct land uses or public rights-of-way that acts to soften or mitigate the effects of one land use on the other.
- (ba) Landscaping. Landscaping means an area devoted to or developed and maintained predominantly with native or exotic plant materials including lawn, groundcover, shrubs,

flowers, vines, and trees. In addition, landscaping may include, but is not limited to, other complementary decorative features such as rocks, fountains, sculpture, decorative walls, and tree wells.

- (bd) Level of Service. Level of service means an indicator of the extent or degree of service provided by, or proposed to be provided by, a facility based on and related to the operational characteristics of the facility.
- (bc) Level of Service Standard. Level of service standards means the adopted minimum level of service that is allowable for the various infrastructure facilities.
- (bd) MUTCD. MUTCD means the Manual of Uniform Traffic Control Devices.
- (be) Man-induced Conditions which Cannot be Controlled or Abated. Man-induced conditions which cannot be controlled or abated means pollution conditions that have been influenced by human activities, and:
  - (1) would remain after removal of all point sources;
  - (2) would remain after imposition of best management practices for non-point sources; and
  - (3) cannot be restored or abated by physical alteration of the water body, or there is no reasonable relationship between the economic, social, and environmental costs and the benefits of restoration or physical alteration.
- (bf) Main Building. A main building is the building or one of the buildings housing a principal use on the same project site.
- (bg) Maintenance Program. A maintenance program is a program for regular upkeep in order to assure that the goals of an approved plan or design will be met.
- (bh) Manufactured Home. A manufactured home is a structure, transportable in one or more sections, which, in the traveling mode, is eight (8) body feet or more in width; which is built on a metal frame and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein; and which was fabricated after June 15, 1976.
- (bi) Mixing Zone. See "Zone of Mixing."
- (bj) Mobile Home. A mobile home is a structure, transportable in one or more sections, which, in the traveling mode, is eight (8) body feet or more in width, and which is built on a metal frame and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein. If fabricated after June 15, 1976, each section bears a U.S. Department of Housing and Urban Development label certifying that it is built in compliance with the federal Manufactured Home Construction and Safety Standards. Structures fabricated after June 15, 1976, shall be deemed to be and are referred to as "manufactured homes."
- (bk) NPDES Permit. A NPDES permit is a National Pollutant Discharge Elimination System Permit as defined by the Federal Clean Water Act.
- (bl) N/A. N/A means not applicable.

- (bm) Native Plants. Native plants are plants that grow naturally in Florida and have adapted to the climate, soil, location, and rainfall patterns of their area.
- (bn) Natural Background. Natural background means the condition of waters in the absence of man-induced alterations based on the best scientific information available to the District. The establishment of natural background for an altered water body may be based upon a similar unaltered water body or on historical pre-alteration data.
- (bo) Natural Drainage Features. Natural drainage features are the naturally occurring features of an area which accommodate the flow of stormwater such as streams, rivers, lakes, wetlands, sloughs, and floodplains.
- (bp) Natural Drainage Flow. Natural drainage flow means the pattern of surface and stormwater drainage through or from a particular site before the construction or installation of improvements or prior to regrading.
- (bq) Natural Groundwater Aquifer Recharge Areas. Natural groundwater aquifer recharge areas are areas receiving significant volumes of water which add to the storage of an aquifer through vertical flow.
- (br) Natural Resources. Natural resources are the physical, biological, and chemical components of our environment supplied by nature.
- (bs) Neighborhood Park. A neighborhood park is a park which serves the population of a neighborhood and is generally accessible by bicycle or pedestrian ways.
- (bt) Nonconforming Use. A nonconforming use is a use existing on November 15, 1991, that was allowed under the previous plan and regulations but is not allowed by the Future Land Use map of the current Comprehensive Plan.
- (bu) Nonpoint Source Pollution. Nonpoint source pollution is any pollution that is not point source pollution.
- (bv) Open Space. Open space means (1) all areas that are designated for “Resource Management/Recreation” (RM/R) uses on the Future Land Use Map of the Comprehensive Plan; (2) lakes and waterways; (3) golf courses ~~fairways~~ excluding clubhouses, maintenance facilities and parking lots; (4) all areas designated as such on Figure 7-43 of the Comprehensive Plan; ~~and~~ (5) all areas outside the Wildlife Management Conservation Area (WMCA) that are designated for Conservation uses on the Future Land Use Map; ~~and~~ (6) fields, paths, etc. at the ESPN Wide World of Sports Complex. Open space does not include large, landscaped areas – rapid infiltration basins, ~~sports fields~~, turf areas, buffers – within development parcels used for hotels and attractions.
- (bw) Off-site. Off-site means a location on a project site other than that where a specific action is proposed.
- (bx) On-site. On-site means a location on the same project site where a specific action is proposed.
- (by) Organic Mulch. Organic mulch means a material applied to landscaped areas to help minimize evaporation from the soil, reduce weeds, moderate soil temperatures, and slow erosion. Organic mulches typically include shredded or chipped melaleuca, eucalyptus, pine straw, various hardwoods, and oak leaves.
- (bz) Out-of-kind. Out-of-kind means the restoration or creation of a wetland with vegetation or other characteristics not resembling a specified wetland.

- (ca) Parking Area. Parking area means an open area, excluding a street or other public right-of-way, used for parking of vehicles available to the public, whether for free or for compensation.
- (cb) Plan. Plan means the RCID Comprehensive Plan, unless otherwise clearly indicated.
- (cc) Point Source Pollution. Point source pollution means any pollution resulting from a pollutant discharged from any source that constitutes a discernible, confined, and discrete conveyance, including but not limited to any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, or vessel or other floating craft. This term does not include return flows from irrigated agriculture.
- (cd) Pollution. Pollution means the presence in the outdoor atmosphere or waters of the District of any substances, contaminants, noise, or man-made or man-induced alteration of the chemical, physical, biological, or radiological integrity of air or water in quantities or levels which are or may be potentially harmful or injurious to human health or welfare, animal or plant life, or property, including outdoor recreation.
- (ce) Potable Water Facilities. Potable water facilities are a system of structures designed to collect, treat, or distribute potable water, and includes water wells, treatment plants, reservoirs, and distribution mains.
- (cf) Prime Aquifer Recharge Areas. Prime aquifer recharge areas are those areas designated by the SFWMD as having high aquifer recharge potential.
- (cg) Principal Use. A principal use is the primary or predominant use of any project site, building, or structure.
- (ch) Project. See "Development."
- (ci) Project Site. Project site is that area within which anything is disturbed in preparation for or during construction of a development, except those areas which are disturbed only for the purpose of connecting the development to an underground utility line.
- (ci) Propagation. Propagation means reproduction sufficient to maintain a species' role in its respective ecological community.
- (cj) Public Access. Public access is a means by which a guest may physically reach, enter, or use recreation sites including beaches and shores.
- (ck) Public Road. Public Road is a road that is connected on both ends to a publicly owned facility or to another public road and is defined by a right-of-way dedicated to public use.
- (cl) Riverine Floodway. A canal, channel, creek, stream, or other such active watercourse and the adjacent land area that is part of the floodplain that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation.
- (cm) RCES. RCES means Reedy Creek Energy Services, Inc.
- (cn) RCID. RCID means the former Reedy Creek Improvement District. Reestablished as the Central Florida Tourism Oversight District.
- (co) Restoration. Restoration means a human activity that returns a wetland or former wetland from a disturbed or altered condition to a previous condition with greater wetland acreage or functions.



- (cp) Retention. Retention means the prevention of storm runoff from direct discharge into receiving waters. Examples are systems which discharge through percolation, exfiltration, and evaporation systems.
- (cq) Right-of-Way. A right-of-way is a linear parcel of land or corridor owned by the Reedy Creek Improvement Central Florida Tourism Oversight District.
- (cr) SFWMD. SFWMD means the South Florida Water Management District.
- (cs) Screening Device. A screening device is the combination or individual use of a fence, wall, or dense landscaping to physically and visually separate one area from another area.
- (ct) Shrubs. Shrubs are a self-supporting woody species of plants characterized by persistent stems and branches springing from the base.
- (cu) Site Plan. A site plan is a plan for a project site, showing the existing and proposed conditions of the site.
- (cv) Solid Waste. Solid waste is sludge from a waste treatment works, water supply treatment plant, or air pollution control facility or garbage, rubbish, refuse, or other discarded material, including solid, liquid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.
- (cw) Special Residential Use. A special residential use is a residential care facility such as a nursing home, convalescent home, adult congregate living facility, group home, foster care facility, or community residential home.
- (cx) State. State is the State of Florida.
- (cy) Structure. A structure is a combination of materials constructed or erected, the use of which requires location on the ground or attachment to something having location on the ground.
- (cz) Subdivision. A subdivision is the division of land into two (2) or more legal lots for the purpose of sale of the lots.
- (da) Surface Runoff. Surface runoff is water that results from precipitation, which is not absorbed by the soil, evaporated into the atmosphere, or entrapped by ground surface depressions and vegetation, and which flows over the ground surface.
- (db) Surface Water. Surface water means water upon the surface of the earth, whether contained in bounds created naturally or artificially or diffused. Water from natural springs shall be classified as surface water when it exits from the spring onto the earth's surface.
- (dc) Theme Park. See description of "Recreation: Theme Park" in Chapter 2-30.
- (dd) Topography. Topography means the configuration of a surface, including its relief and the position of natural and man-made features.
- (de) Topsoil. Topsoil means the upper part of the soil profile that is relatively rich in humus, known in agronomy as the "A-horizon."
- (df) Travel Trailer. Travel trailer means a vehicular portable unit that is mounted on wheels; of such a size or weight as not to require special highway movement permits; primarily

designed to provide temporary living quarters for recreational, camping, or travel use; and not more than eight and one-half (8 1/2) feet in width and forty (40) feet in length.

- (dg) Use. Use is the purpose for which land or a building is arranged, designed, or intended, or for which either land or a building is or may be occupied or maintained.
- (dh) Variance. A variance is an authorization to depart from the literal requirements of these Land Development Regulations in situations where strict enforcement would cause undue hardship.
- (di) WTRM. Water treatment management area.
- (dj) Waters. Waters are as defined in Section 403.03(3) Florida Statutes.
- (dk) Wellfield Protection Area. Wellfield protection area is an area designated by local government to protect the groundwater source for a well providing water intended for human consumption for a community water system and includes the surface and subsurface area surrounding a potable water wellfield where contaminants have historically degraded or are likely to degrade the quality of the water supply below groundwater standards established by the Florida Department of Environmental Regulation. The wellhead protection area may include all or part of the zone of contribution. Wellhead protection areas shall be delineated using such methods as reasonable or calculated fixed radius, simplified variable shapes, analytical methods, hydrogeological mapping, numerical flow or transport models or other professionally accepted methodologies.
- (dk) Wetland. A wetland is that area periodically inundated or saturated by surface or groundwater that may be subject to the jurisdiction of the South Florida Water Management District and/or the Army Corps of Engineers.
- (dl) Wetland Buffer. Wetland buffer means an upland area landward of a wetland in which land clearing and water draw-down activities are limited in order to protect the water quality, water quantity, and wildlife habitat values of the wetland.
- (dm) Year. Year is a calendar year, unless otherwise indicated.
- (dn) Zone of Mixing. Zone of mixing means a volume of surface water containing the point or area of discharge and within which an opportunity for the mixture of wastes with receiving surface waters has been afforded. For construction related activities, this zone will be contained wholly within the construction site.

## CHAPTER 1-40

### INTERPRETATION OF BOUNDARIES

#### Sections:

1-40.1	Purpose
1-40.2	Rules of Interpretation
1-40.3	Final Determination

**Section 1-40.1 Purpose.** The purpose of this chapter, Chapter 1-40, Interpretation of Boundaries, is to provide guidance where the boundaries of the land use categories as shown in the Future Land Use Map of the Comprehensive Plan are not defined in sufficient detail. This chapter implements Section 163.3202 F.S.

**Section 1-40.2 Rules of Interpretation.** When uncertainty exists on the exact location of a land use category boundary, the following rules shall apply in the order listed:

- (a) Boundaries shown as following or approximately following any street shall be construed as following the right of way of the street or, if a right of way has not been established, the centerline of the street; and
- (b) Boundaries shown as following or approximately following natural features shall be construed as following such features.

**Section 1-40.3 Final Determination.** When the application of the rules in Section 1-40.2, Rules of Interpretation, do not resolve boundary interpretation issues, the District Administrator shall make the final determination based on the features of the Future Land Use Map of the Comprehensive Plan.

## **ARTICLE 2 - LAND USES**

### **CHAPTER 2-10**

#### **LAND USES: INTENT**

##### **Sections:**

<b>2-10.1</b>	<b>Title and Purpose</b>
<b>2-10.2</b>	<b>Organization</b>

**Section 2-10.1 Title and Purpose.** Article 2 of the Land Development Regulations is entitled Land Uses. The purpose of this article is to provide more detailed descriptions of land uses than are provided in the land use categories of the Comprehensive Plan.

**Section 2-10.2 Organization.** Article 2 consists of the following chapters:

- (a) 2-10 Land Uses: Intent
- (b) 2-20 Allowed Uses
- (c) 2-30 Use Classification System
- (d) 2-40 Special Residential Uses
- (e) 2-50 Camping Facilities

## CHAPTER 2-20

### ALLOWED USES

#### Sections:

2-20.1	Purpose
2-20.2	Principal Uses
2-20.3	Classification of Principal Uses
2-20.4	Accessory Uses
2-20.5	Essential Services
2-20.6	Theme Parks
2-20.7	Lodging Services
2-20.8	Potential Deannexation Areas

**Section 2-20.1 Purpose.** The purpose of this chapter, Chapter 2-20, Allowed Uses, is to prescribe the allowed uses that apply to property within the Reedy Creek Improvement Central Florida Tourism Oversight District. This chapter implements Section 163.3202(2)(b) F.S.

**Section 2-20.2 Principal Uses.** Principal uses allowed within the RGIDCFOTD are set forth in Table 2-20 of these Land Development Regulations.

**Section 2-20.3 Classification of Principal Uses.** Principal uses shall be classified according to the use types described in Chapter 2-30, Use Classification System. The classifications shall comply with the provisions of this section.

- (a) Classifying Uses. Uses shall be classified into use types based upon the description of the use types and upon physical or operating characteristics similar to other uses already classified within the use type.
- (b) Classification Process. The District Administrator shall have the authority to classify uses according to use types or to determine that a use does not fit under any type and, therefore, is not permitted. The following rules shall be used:
  - (1) For all land use categories except Resource Management/Recreation, Conservation, and Water, the District Administrator may use broad discretion in classifying uses as long as the public health and safety is not adversely affected; and
  - (2) For the Resource Management/Recreation, Conservation, and Water land use categories, the District Administrator shall allow new uses only if he or she finds that they clearly fit under an existing use type and are consistent with the Comprehensive Plan.
- (c) List of Uses. The District Administrator shall develop and maintain an administrative list of common uses and the types into which they are classified.
- (d) Classifying Several Uses on the Same Project Site. The principal uses conducted on a single project site shall be classified separately.
- (e) Appeals. An applicant can appeal the District Administrator's decision pursuant to Chapter 6-70, Review and Appeals.

**Section 2-20.4 Accessory Uses.** Accessory uses normally incidental to principal uses are allowed except as otherwise provided by this chapter. The District Administrator shall have the authority to determine if a proposed use is a principal or accessory use and if the use is incidental to the principal use. A decision of the District Administrator is subject to the right of appeal pursuant to Chapter 6-70, Review and Appeals.

**Section 2-20.5 Essential Services.** Services, such as gas distribution pipelines, electrical distribution and transmission lines, utility poles, and pole transformers, that are necessary to support principal uses shall be considered allowed accessory uses.

**Section 2-20.6 Theme Parks.** Accessory uses within Theme Parks shall be accorded a broad interpretation to allow those uses that may be desirable or essential in providing an innovative and exciting setting for visitors.

**Section 2-20.7 Lodging Services.** Accessory uses to Lodging Services shall be construed to permit a wide variety of uses including, but not limited to, health clubs, restaurants, auto rental outlets, specialty stores, recreation facilities, meeting rooms, and convention centers.

**Section 2-20.8 Potential Deannexation Areas.** Areas identified in the Comprehensive Plan as potential deannexation shall comply with all laws, ordinances, and regulations of the District, including the land use categories indicated, which shall remain in full force until the area is deannexed.

**Table 2-10: RCIDCFOTD USE/LAND USE CATEGORY MATRIX**

USE TYPES	COMPREHENSIVE PLAN LAND USE CATEGORIES								
	Commer- cial	Resort	Entertain- ment	Support Facilities	Public Facilities	Mixed Use	Resource Mgt / Recreation	Conserva- tion	Water
Administrative and Office									
Private Sector	X	X	X	X		X			
Public Sector	X	X	X	X	X	X			
Agricultural					X	X			
Animal Services									
Grooming		X		X		X			
Kennels		X	X	X		X			
Stables		X	X			X			
Automotive									
Services	X			X		X			
Parking	X	X	X	X	X	X			
Bus/Professional Support	X			X		X			
Civic/Cultural	X	X	X		X	X			
Custom Manufacturing			X	X		X			
Day Care	X	X	X	X	X	X			
Eating & Drinking	X	X	X	X		X			
Equipment Services				X					
Finance/Professional	X			X		X			
Laundry		X	X	X		X			
Lodging	X	X				X			
Maintenance		X	X	X		X			
Material Excavation					X				
Medical	X	X	X	X		X			
Natural Resources	X	X	X	X	X	X	X	X	X

**Table 2-10: RCIDCF TOD USE/LAND USE CATEGORY MATRIX**

USE TYPES	COMPREHENSIVE PLAN LAND USE CATEGORIES								
	Commer- cial	Resort	Entertain- ment	Support Facilities	Public Facilities	Mixed Use	Resource Mgt / Recreation	Conserva- tion	Water
Recreation									
Indoor Entertainment	X	X	X			X			
Indoor Sports	X	X	X			X			
Low Impact	X	X	X	X	X	X	X	X	X
Parks & Recreation					X	X			X
Outdoor Entertainment	X	X	X		X	X			X
Outdoor Sports		X	X			X			X
Theme Park			X			X			
Residential						X			
Safety	X	X	X	X	X	X			
Sales/Service	X	X	X			X			
Transportation	X	X	X	X		X			
Utility Services									
General	X	X	X	X	X	X			
Lines	X	X	X	X	X	X	X	X	X
Warehousing				X		X			
Water Related	X	X	X			X			X

- Notes: a. The column headings refer to the land use categories in the Comprehensive Plan.  
 b. The row headings refer to use types as described in Chapter 2-30.  
 c. An "X" indicates that the use is allowed, subject to the appropriate review.



## CHAPTER 2-30

### USE CLASSIFICATION SYSTEM

#### Sections:

2-30.1	Purpose
2-30.2	Administrative and Business Offices
2-30.3	Agriculture
2-30.4	Animal Services
2-30.5	Automotive
2-30.6	Business and Professional Support
2-30.7	Civic and Cultural Centers
2-30.8	Custom Manufacturing
2-30.9	Day Care
2-30.10	Eating and Drinking Establishments
2-30.11	Equipment Services
2-30.12	Financial and Professional Services
2-30.13	Laundry Services
2-30.14	Lodging Services
2-30.15	Maintenance Services
2-30.16	Material Excavation
2-30.17	Medical Services
2-30.18	Natural Resources
2-30.19	Recreation
2-30.20	Residential
2-30.21	Safety Services
2-30.22	Sales and Services
2-30.23	Transportation Services
2-30.24	Utility Services
2-30.25	Warehousing Services
2-30.26	Water-Related Services

**Section 2-30.1 Purpose.** The purpose of this chapter, Chapter 2-30, Use Classification System, is to classify uses according to a limited number of use types on the basis of common functional, product, or compatibility characteristics, thereby providing a performance basis for regulation of uses in accordance with criteria which are directly relevant to the public health, safety, and general welfare. These classifications shall apply throughout the Land Development Regulations. The following sections in this chapter contain the use types which constitute the use classification system. This chapter implements Section 163.3202(2)(b) F.S.

**Section 2-30.2 Administrative and Business Offices.** The Administrative and Business Offices use type refers to offices which are primarily used for the provision of executive, management, or administrative services not primarily involving walk-in customers or clients. The following are Administrative and Business Offices use types:

- (a) Private Sector. Offices used by for-profit organizations and not-for profit organizations other than government entities. Typical uses include headquarters buildings and computer processing offices.
- (b) Public Sector. Offices used by governmental entities. Typical uses include government headquarters buildings and departmental offices.

**Section 2-30.3 Agriculture.** The Agriculture use type refers to raising animal or agricultural plant products. Typical uses include grazing, pastures, forests, plant nurseries, tree farms, and orchards.

**Section 2-30.4 Animal Services.** The Animal Services use type refers to establishments primarily engaged in animal-related services. The following are Animal Services use types:

- (a) Grooming. Grooming of dogs, cats, and similar small animals. Typical uses included dog bathing and clipping salons, and pet grooming shops.
- (b) Kennels. Kennel services provided within any project site, building, structure, enclosure, or premises whereupon or wherein are kept ~~any number of seven or more~~ dogs, cats, or similar small animals in any combination for overnight or daytime boarding. ~~more than ten days.~~
- (c) Stables. The use of a building, and associated exercise and training areas, for sheltering horses.

**Section 2-30.5 Automotive.** The Automotive use type refers to establishments or places of business primarily engaged in automotive-related services. The following are Automotive Services use types:

- (a) Services. Minor automotive repairs; washing and polishing of automobiles; sales of petroleum products with the incidental sale and installation of tires, batteries, and replacement items; and lubricating services. Typical uses include gasoline service stations.
- (b) Parking. Parking of operable motor vehicles on a temporary basis within a privately owned off-street parking area with or without a fee. Typical uses include parking lots and garages.

**Section 2-30.6 Business and Professional Support.** The Business and Professional Support use type refers to establishments or places of business primarily engaged in the sale or rental of equipment or the provisions of services to offices of other businesses and organizations, rather than individuals. Typical uses include office supply stores, copying centers, secretarial services, and travel agencies primarily serving business customers.

**Section 2-30.7 Civic and Cultural Centers.** The Civic and Cultural Center use type refers to the performance of educational, cultural, governmental, and other uses which are strongly vested with public or social importance. This classification includes non-profit, museum-like preservation and exhibition of objects of permanent interest in one or more of the arts and sciences, gallery exhibition of works of art, community meeting rooms, and library collection of books and manuscripts.

**Section 2-30.8 Custom Manufacturing.** The Custom Manufacturing use type refers to establishments primarily engaged in on-site production of goods and equipment used within the District. Typical uses include set production manufacturing and costume making.

**Section 2-30.9 Day Care.** The Day Care use type refers to the care of pre-school age children, but does not include the overnight care of such children. Typical uses include day care centers and day care facilities within residential units.

**Section 2-30.10 Eating and Drinking Establishments.** The Eating and Drinking Establishments use type refers to establishments or places of business engaged in the sale of prepared food and beverages.

**Section 2-30.11 Equipment Services.** The Equipment Services use type refers to facilities for the repair and servicing of trucks, buses, heavy equipment, and special equipment. Typical uses include monorail repair facilities and boat repair facilities.

**Section 2-30.12 Financial and Professional Services.** The Financial and Professional Service use type refers to establishments primarily engaged in the provision of financial and banking services and professional services to individuals or business. Typical uses include banks, savings and loan institutions, check cashing services, law offices, insurance offices, and real estate firms.

**Section 2-30.13 Laundry Services.** The Laundry Services use type refers to establishments primarily engaged in the provision of laundering, dry cleaning, or dyeing services other than those classified as Personal Sales and Services. Typical uses include laundry agencies and linen supply services.

**Section 2-30.14 Lodging Services.** The Lodging Service use type refers to establishments primarily engaged in the provision of commercial sleeping room accommodations on a less than monthly basis to the general public. Lodging Services includes incidental food, drink, and other sales and services intended for the convenience of guests as well as meeting rooms and convention facilities. Typical uses include hotels, motels, villas, treehouses, and campgrounds.

**Section 2-30.15 Maintenance Services.** The Maintenance Services use type refers to establishments primarily engaged in the provision of cleaning, custodial services, and material storage areas. Typical uses include janitorial, landscape maintenance, and window cleaning service.

**Section 2-30.16 Material Excavation.** The Material Excavation use type refers to the unearthing of building materials or minerals from the land. Typical uses include borrow pits.

**Section 2-30.17 Medical Services.** The Medical Services use type refers to establishments primarily engaged in the provision of personal health services ranging from prevention, diagnosis and treatment, or rehabilitation services provided by physicians, dentists, nurses, and other health personnel as well as the provision of medical testing and analysis services. Typical uses include medical offices, dental laboratories, health maintenance organizations, and immediate care facilities.

**Section 2-30.18 Natural Resources.** The Natural Resources use type refers to those areas which are left in their natural, undeveloped state. Typical uses include wildlife habitats and natural open spaces.

**Section 2-30.19 Recreation.** The Recreation use type refers to establishments or places of business primarily engaged in the provision of sports, entertainment, or recreation for participants and spectators. The following are Recreation use types:

- (a) **Indoor Entertainment.** Predominantly spectator uses conducted within an enclosed building. Typical uses include motion picture theaters, performance galleries, discotheques, and nightclubs.
- (b) **Indoor Sports and Recreation.** Predominantly participant sports and health activities conducted within an enclosed building. Typical uses include indoor swimming pools, indoor racquetball courts, and health clubs.
- (c) **Low Impact.** Recreation uses that have a very low impact on the natural environment. Typical uses include hiking trails and wildlife observation platforms.
- (d) **Park and Recreation.** The use of parks, playgrounds, and recreational facilities primarily by the permanent residents and employees within the District. Typical uses include neighborhood parks and community parks.
- (e) **Outdoor Entertainment.** The use of open or primarily open areas to entertain people. Typical uses include open music stages.
- (f) **Outdoor Sports.** Predominantly participant sports conducted in open or partially enclosed or screened facilities. Typical uses include golf courses, swimming pools, equestrian centers, and tennis courts.

- (g) Theme Park. The multiple use of a planned area which may include amusement and thrill rides, performance areas, shops and restaurants, educational and cultural displays, television and motion picture production, and necessary support and service facilities. Typical uses include the Magic Kingdom, Epcot, Disney's Hollywood Studios, and Typhoon Lagoon.

**Section 2-30.20 Residential.** The Residential use type refers to the occupancy of living quarters by one or more families. Typical uses include single-family houses, multi-family housing, manufactured housing, mobile homes, and special housing.

**Section 2-30.21 Safety Services.** The Safety Services use type refers to public safety and emergency services, including police, fire protection, emergency medical, and ambulance services.

**Section 2-30.22 Sales and Services.** The Sales and Services use types refers to establishments or places of business primarily engaged in the provision of frequently or recurrently needed specialty items or services. These include various general retail sales and personal services of an appropriate size and scale to meet the above criteria. Typical uses include grocery stores, drug stores, souvenir shops, and clothing stores.

**Section 2-30.23 Transportation Services.** The Transportation Service use type refers to privately owned establishments primarily engaged in the provision of transportation of persons and goods. Typical uses include monorail, bus, and shuttle services.

**Section 2-30.24 Utility Services.** The Utility Services use type refers to major structures necessary to support development but which allow some flexibility in location in contrast to those utility uses which coexist with development and which are considered accessory uses. The following are Utility Service use types:

- (a) General. Services normally provided to developed areas. Typical uses include, but are not limited to, energy production facilities, natural gas substations, electrical substations, wastewater treatment plants, solid-waste transfer stations, potable water pump stations, water supply wells, storage tanks, and rapid infiltration basins.
- (b) Lines. Typical uses include natural gas, potable water, reclaimed water and wastewater, transmission pipe lines and electrical transmission and distribution lines.

**Section 2-30.25 Warehousing Services.** The Warehousing Services use type refers to establishments or places of business primarily engaged in the storage and distribution of material and equipment. Typical uses include food warehouses.

**Section 2-30.26 Water-Related Services.** The Water-Related Services use type refers to uses that take place over water but have access from the shore. Typical uses include boat docking facilities and fishing piers. Restaurants are included if they are allowed in the land use category of the landward portion of the water body.

## CHAPTER 2-40

### SPECIAL RESIDENTIAL USES

#### Sections:

2-40.1	Purpose
2-40.2	Small Community Residential Homes
2-40.3	Other Special Residential Uses

**Section 2-40.1 Purpose.** The purpose of this chapter, Chapter 2-40, Special Residential Uses, is to set forth regulations for special residential uses that involve a higher level of care than is normally associated with homes for families or individuals. This chapter implements Sections 163.3202(2)(b) and 419.001(2)(11) F.S. and are subject to the requirements of F.S. 409.001.

**Section 2-40.2 Small Community Residential Homes.** A community residential home housing six (6) or fewer residents shall be considered the functional equivalent of a single-family home and, therefore, is allowable wherever a single- or multi-family home is allowed, provided that the applicable Florida Department of Health and Rehabilitative Services standards are met and that a minimum separation of one thousand (1,000) linear feet from any such other small community residential home is maintained. These residential homes are not subject to the provisions of Section 2-40.3, Other Special Residential Uses.

**Section 2-40.23 Other Special Community Residential Uses-Homes.** Special residential uses other than those subject to the provisions of Section 2-40.2, Small Community Residential Homes, shall comply with the provisions of this section. A dwelling unit licensed to serve residents who are clients of the Department of Elderly Affairs, the Agency for Persons with Disabilities, the Department of Juvenile Justice, or the Department of Children and Families or licensed by the Agency for Health Care Administration which provides a living environment for 7 to 14 unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional, and social need of the residents. Homes of six or fewer unrelated residents which otherwise meet the definition of a community residential home shall be deemed a single-family unit and a noncommercial, residential use for the purposes of local laws and ordinances and shall be allowed in single-family or multi-family zoning without approval by the local government.

- (a) **Design Character.** If the special community residential home use is located in a residential area, it shall be designed and maintained to conform to the character of that neighborhood.
- (b) **Signs.** Signs denoting the name or the purpose of a special community residential home use shall not be allowed in a residential area.
- (c) **Siting.** A special community residential home housing 7 to 14 unrelated residents use may not be located within one thousand and two hundred (1,200) feet of another special community residential home use or within five hundred (500) feet of an area devoted exclusively to single-family residential uses.
- (d) **Interior Facilities.** A facility used for a special community residential home use and which has more than six (6) clients shall provide one (1) bedroom and one (1) full bath for every two (2) clients. One (1) bedroom must be designated for the exclusive use of the facility operator and may not be included with the total number of bedrooms available for use by clients.
- (e) **Licensing.** Special Community residential home use uses may not operate unless they have received all required licenses from applicable state agencies.

**CHAPTER 2-50**  
**CAMPING FACILITIES**

**Sections:**

<b>2-50.1</b>	<b>Purpose</b>
<b>2-50.2</b>	<b>Where Allowed</b>
<b>2-50.3</b>	<b>Standards</b>

**Section 2-50.1 Purpose.** The purpose of this chapter, Chapter 2-50, Camping Facilities, is to set forth regulations for camping facilities to be used by visitors. This chapter implements Section 163.3202(2)(b) F.S.

**Section 2-50.2 Where Allowed.** Camping facilities are classified under the Lodging Services use type and are allowed wherever that use type is allowed.

**Section 2-50.3 Standards.** The following standards shall apply to camping facilities:

- (a) Recreation vehicles and tent camping for transient occupancy only may be permitted in designated spaces and areas;
- (b) All accessory uses shall be conducted primarily for the convenience of the occupants of the camping area;
- (c) Every camping facility shall provide an adequate water supply system and wastewater collection systems; and
- (d) Where individual wastewater collection connections to vehicle spaces are not provided, there shall be a central collection station for servicing vehicles with self-contained wastewater systems.

# **ARTICLE 3 - GROWTH AND INFRASTRUCTURE PHASING**

## **CHAPTER 3-10**

### **GROWTH AND INFRASTRUCTURE PHASING: INTENT**

#### **Sections:**

<b>3-10.1</b>	<b>Title and Purpose</b>
<b>3-10.2</b>	<b>Organization</b>

**Section 3-10.1 Title and Purpose.** Article 3 of the Land Development Regulations is entitled Growth and Infrastructure Phasing. The purpose of this article is to provide limits on the rate and extent of development in order that public facilities and services may be planned more efficiently, to provide level of service standards for selected public facilities and services, and to ensure that public facilities and services are available concurrent with the impacts of development.

**Section 3-10.2 Organization.** Article 3 consists of the following chapters:

- (a) 3-10 Growth and Infrastructure Phasing: Intent
- (b) 3-20 Growth Standards
- (c) 3-30 Infrastructure Standards

**CHAPTER 3-20**  
**GROWTH STANDARDS**

**Sections:**

- 3-20.1 Purpose**
- 3-20.2 Development Maximums**
- 3-20.3 Land Consumption Maximums**
- 3-20.4 Development Thresholds**

**Section 3-20.1 Purpose.** The purpose of this chapter, Chapter 3-20, Growth Standards, is to set forth the overall limitations on all development within the District. This chapter implements Section 163.3202(2)(b) F.S.

**Section 3-20.2 Development Maximums.** Development of the following uses shall not exceed the maximum increments for growth as specified in Table 2-1 of the Comprehensive Plan, as summarized herein in Table 3-20.2. The figures in the last two columns indicate development in addition to base conditions.

**Table 3-20.2: Maximum Development**

Use	Plan Designation Where Use Is Permitted	2009 Base Condition	2010 through 2015 Maximum Increment	2010 through 2020 Maximum Increment
Hotel/Motel	Hotel/Resort Mixed Use Commercial Entertainment	28,267,39,801 Keys	6,300 N/A Keys	41,300 13,666 Keys
Hotel/Motel	Mixed Use 180 Acres of Western Beltway Property (Parcel Id Numbers: 21-24-27-0000-00- 003, 005, 008 thru 068)	1,501	4,757 N/A Keys	1,757 1,515 Keys (Subset of 41,300 13,666 Hotel/Motel/Resort Keys)
Other Resort Unit	Hotel/Resort Mixed Use	5,000 Keys	4,000 Keys	8,900 Keys
Other Resort Unit	Mixed Use 180 Acres of Western Beltway Property (Parcel Id Numbers: 21-24-27-0000-00- 003, 005, 008)			1,259 Keys (Subset of 8,900 Hotel/Motel Keys)
Golf Courses	Hotel/Resort Mixed Use	81 Holes	0 Holes	18 Holes



Office	Commercial Mixed Use	882,000-1,005,244 SF	0 SF	26,756 SF
Retail/Restaurant	Commercial Mixed Use	897,887-1,463,222 SF	560,000 N/A SF	835,000-269,665 SF
Office/Retail/Restaurant	Mixed Use 180 Acres of Western Beltway Property (Parcel Id Numbers: 21-24-27-0000-00-003, 005, 008 thru 068)	216,164 SF	450,000 N/A SF (Subset of 150,000 SF Office and 835,000 SF Retail/Restaurant)	450,000-233,836 SF (Subset of 150,000 SF Office and 835,000 SF Retail/Restaurant above)
Major Theme Parks	Entertainment Mixed Use	4 Parks	N/A	1 Park
Minor Theme Parks	Entertainment Mixed Use	3 Parks	N/A	2 Parks

**Section 3-20.3 Conversion Matrix.** The maximum increments of Hotel/Resort, Office, and Retail/Restaurant development as shown in Table 3-20.2 may be interchanged based on the following Table 3-20.3 as long as the action causes no net increase in infrastructure impacts and concurrency is demonstrated.

**Table 3-20.3: Conversion Matrix.**

Land Use		Office (per KSF)	Hotel/Resort (per Key)	Restaurant (per KSF)	Retail (per KSF)
	Rates	10.84	5.55	107.20	37.01
Office (per KSF)	10.84	1.000	1.953	0.101	0.293
Hotel/Resort (per Key)	5.55	0.512	1.000	0.052	0.150
Restaurant (per KSF)	107.20	9.889	19.315	1.000	2.897
Retail (per KSF)	37.01	3.414	6.668	0.345	1.000

**Section 3-20.34 Land Consumption Maximums.** The total amount of land area devoted to the following uses shall not exceed the development maximums as specified in Table 2.2 of the Comprehensive Plan, as summarized herein in **Table 3-20.34.**

**Table 3-20.34: Projected Land Area to Be Developed Through 2020**

Use	2010 Average Density	2020 Development Maximums	2020 Based on 2010 Density
Hotel/Motel	13.9 Keys/Acre	41,300 <del>13,666</del> Keys	<b>813,983</b>
<b>Other Resort Unit</b>	<b>13.9 Keys/Acre</b>	<b>8,900 Keys</b>	<b>640</b>
Golf Course	13.1 Acres/Hole	18 holes	236
Office	<del>0.34</del> <u>0.22</u> FAR	450,000 SF	12
Retail/Restaurant	0.14 FAR	835,000 SF	146
Major Theme Park	377 Acres/Park	1 park	377
Minor Theme Park	107 Acres/Park	2 parks	214
Support Facilities/Public Facilities	--	--	250
<b>TOTAL</b>			<b><u>2,688,2048</u></b>

**Section 3-20.45 Development Thresholds.** The total amount of development shall not cause the infrastructure demand for the following services and/or facilities to exceed the development thresholds as specified in Table 2.3 of the Comprehensive Plan, as summarized herein in **Table 3-20.45.**

**Table 3-20.45: Development Thresholds for Mixed Use Areas**

Service	Unit of Measurement	2010 Base Condition	2015 5 year	2020 10 year	2020 Increment Maximum
<b>Traffic</b>	<b>trips/average day</b>	<b>238,015</b>	<b>343,774</b>	<b>436,295</b>	<b>198,280</b>
Water	mgd/average day	16.23	19.607	23.922	7.692-mgd
Wastewater	mgd/average day	11.641	14.398	18.263	6.622 mgd
Solid Waste (transfer station weight only)	tons/average day	177	224	274	97 tons/day
Drainage	CFS at S-40	3,282	3,282	3,282	0
Neighborhood Park	acre/1,000 residents	2.0	2.0	2.0	0
Community Park	acre/10,000 residents	20.0	20.0	20.0	0

## CHAPTER 3-30

### INFRASTRUCTURE STANDARDS

**Sections:**

- 3-30.1 Purpose**
- 3-30.2 Maintenance of Standards**
- 3-30.3 Roadway System**
- 3-30.4 Potable Water**
- 3-30.5 Sanitary Sewage**
- 3-30.6 Solid Waste**
- 3-30.7 Drainage**
- 3-30.8 Parks and Recreation**

**Section 3-30.1 Purpose.** The purpose of this chapter, Chapter 3-30, Infrastructure Standards, is to set forth the level of service standards for roads, potable water, sanitary sewer, solid waste, and drainage, and parks and recreation. This chapter implements Section 163.3202(2)(g) F.S.

**Section 3-30.2 Maintenance of Standards.** The standards in this chapter shall be used in the concurrency management review pursuant to Chapter 6-30.

**Section 3-30.3 Roadway System.** The level of service standards for public roads within the District are as provided in this section.

- (a) Peak Season. The level of service standards are based on the peak season, which is defined as June through August.
- (b) Constrained Facilities. A fifteen (15) percent increase in service flow rates (capacities) shall be allowed for those roads designated as constrained facilities in the Transportation Element policies of the Comprehensive Plan.
- (c) Standards. The level of service standards for roads are as follows:

Functional Classification	State Facilities	County Facilities	District Facilities
Principal Arterial (Limited Access)	D	N/A	E
Principal Arterial (Major)	D	N/A	E
Minor Arterial	E	E	E
Collector	N/A	E	E
Local	N/A	N/A	N/A

- (d) Definitions. The definitions of the level of service standards for roads are as follows:
  - (1) LOS A: Denotes a relatively free flow of traffic, with little or no limitation on vehicle movement or speed.
  - (2) LOS B: Denotes a steady flow of traffic, with only slight delays in vehicle movement and speed. All queues clear a single signal cycle.

- (3) LOS C: Denotes a reasonably steady, high-volume flow of traffic, with some limitations on movement and speed, and occasional backups on critical approaches.
- (4) LOS D: Denotes the level where traffic nears an unstable flow. Intersections still function, but short queues develop and cars may have to wait through one signal cycle during short peaks.
- (5) LOS E: Denotes traffic characterized by slow movement and frequent (although momentary) stoppages. This type of congestion is considered severe, but is not uncommon at peak traffic hours, with frequent stopping, long-standing queues, and blocked intersections.
- (6) LOS F: Denotes unsatisfactory stop-and-go traffic characterized by "traffic jams" and stoppages of long duration. Vehicles at signalized intersections usually have to wait through one or more signal changes, and "upstream" intersections may be blocked by the long queues.

**Section 3-30.4 Potable Water.** The level of service standards for potable water used within the District are as follows:

Land Use	Unit	Average Gallons/Day
Residential	Dwelling	350
Hotel (General)	Keys	200
Luxury/Deluxe/DVC	Keys	250
First Class	Keys	200
Moderate/Economy	Keys	150
Other Resort	Keys	250
Convention Space	Square Feet	0.25
Support/Office	Square Feet	0.25
Retail/General Commercial	Square Feet	0.30
Restaurant	Seat	25
Theme Park (general)	Guest	50
Theme Park (water)	Guest	75

**Section 3-30.5 Sanitary Sewage.** The level of service standards for sanitary sewage generated within the District are as follows:

Land Use	Unit	Average Gallons/Day
Residential	Dwelling	300
Hotel (General)	Keys	180
Luxury/Deluxe/DVC	Keys	230
First Class	Keys	180
Moderate/Economy	Keys	130
Other Resort	Keys	230
Convention Space	Square Feet	0.20
Support/Office	Square Feet	0.20
Retail/General Commercial	Square Feet	0.25
Restaurant	Seat	20
Theme Park (general)	Guest	30
Theme Park (water)	Guest	50

**Section 3-30.6 Solid Waste.** The level of service standards for solid waste generated within the District are as follows:

Land Use	Unit	Average Pounds/Day
Residential	Dwelling	11.5
Hotel (General)	Keys	7.5
Luxury/Deluxe	Keys	11.0
First Class	Keys	7.5
Moderate/Economy/DVC	Keys	6.0
Value	Keys	3.5
Other Resort	Keys	6.0
Convention Space	Square Feet	0.0325
Support/Office	Square Feet	0.002
Retail/General Commercial /Restaurant	Square Feet	0.0325
Theme Park (general)	Park	10 to 20 tons*
Theme Park (water)	Park	0.5 to 1.0 tons*

\*depending on size and amenities

**Section 3-30.7 Drainage.** The level of service standards for drainage within the District are as set forth in this section.

- (a) Main Drainage System. The main District Drainage System shall convey the 50-year, 3-day storm event as determined by the RCIDCFOTOD stormwater model.
- (b) S-40 Structure. The discharge at S-40 shall be limited to 3,282 cubic feet per second during a 10-year, 3-day storm event.
- (c) Arterial Roadways. Arterial roadways shall remain above the 50-year, 3-day storm event elevation as determined by a stormwater model acceptable to the District.

- (d) Floor Levels. The first floor of all habitable structures and public facilities shall be a minimum of one (1) foot above the 100-year, 3-day storm event elevation, as determined by a stormwater model acceptable to the District.
- (e) Detention and Retention. All development sites shall provide detention or retention before discharge into the District system as set forth in one of the subsections below.
  - (1) Detention volume shall be provided equal to the first one (1) inch of runoff times the development site acreage, or two and one-half (2 1/2) inches times the development site acreage multiplied by the percentage of imperviousness, whichever is greater;
  - (2) Retention volume shall be provided equal to fifty (50) percent of the amount computed in Subsection (e)(1) of this section.

**Section 3-30.8 Parks and Recreation.** The level of service standards for parks and recreation facilities within the District are as set forth in this section.

- (a) Neighborhood Parks. Two (2) acres of neighborhood parkland shall be provided per 1,000 permanent residents.
- (b) Community Parks. Twenty (20) acres of community parkland shall be provided per 10,000 permanent residents.

# **ARTICLE 4 - DEVELOPMENT AND DESIGN REGULATIONS**

## **CHAPTER 4-10**

### **DEVELOPMENT AND DESIGN REGULATIONS: INTENT**

#### **Sections:**

- 4-10.1 Title and Purpose**
- 4-10.2 Organization**

**Section 4-10.1 Title and Purpose.** Article 4 of the Land Development Regulations is entitled Development and Design Regulations. The purpose of this article and the chapters within it is to provide development standards, regulate the use of signs, and address nonconforming uses and structures.

**Section 4-10.2 Organization.** Article 4 consist of the following chapters:

- (a) 4-10 Development and Design Regulations: Intent
- (b) 4-20 Site Improvements
- (c) 4-30 Streets and Rights-of-Way
- (d) 4-40 Parking, Loading, and Circulation
- (e) 4-50 Landscaping
- (f) 4-60 Open Space
- (g) 4-70 Signs
- (h) 4-80 Non-Conformities

## CHAPTER 4-20

### SITE IMPROVEMENTS

**Sections:**

<b>4-20.1</b>	<b>Purpose</b>
<b>4-20.2</b>	<b>Potable Water Distribution Systems</b>
<b>4-20.3</b>	<b>Wastewater Collection Systems</b>
<b>4-20.4</b>	<b>Surface Drainage Systems</b>
<b>4-20.5</b>	<b>Solid Waste Systems</b>
<b>4-20.6</b>	<b>Traffic Circulation Systems</b>

**Section 4-20.1 Purpose.** The purpose of this chapter, Chapter 4-20, Site Improvements, is to establish requirements for adequate site improvements. This chapter implements Section 163.3202(2) F.S.

**Section 4-20.2 Potable Water Distribution Systems.** All development shall comply with the provisions of this section.

- (a) Connection to RCIDCFTOD System. All development within the potable water service area shall be connected to the RCID water system, except as otherwise provided by the RCIDCFTOD Utility Division Rules.
- (b) Size and Design. All development within the District shall provide a potable water distribution system that shall be of sufficient size and design to supply water for potable use and fire protection to each of the buildings and structures to be erected in the development.
- (c) Fire Hydrants. At least one fire hydrant shall be installed within one hundred fifty (150) feet of each building or structure. Fire hydrants shall be designed and installed in accordance with the EPCOTFlorida Fire Prevention Code.

**Section 4-20.3 Wastewater Collection Systems.** All development shall include a wastewater collection system that complies with Chapter 5-60, Sanitary Sewer.

**Section 4-20.4 Surface Drainage Systems.** All development shall include a surface drainage system that complies with Chapter 5-30, Stormwater Management and Section 3-30.7.

**Section 4-20.5 Solid Waste Systems.** All development shall include a solid waste system that complies with Chapter 5-70, Solid Waste.

**Section 4-20.6 Traffic Circulation Systems.** The traffic circulation system shall comply with the provisions of Chapter 4-30 and Chapter 4-40.



## CHAPTER 4-30

### STREETS AND RIGHTS-OF-WAY

#### Sections:

4-30.1	Purpose
4-30.2	Classification of Roads
4-30.3	Roadway Design Standards
4-30.4	Access Standards
4-30.5	Pedestrian Safety Requirements
4-30.6	Rights-of-Way Requirements

**Section 4-30.1 Purpose.** The purpose of this chapter, Chapter 4-30, Streets and Rights-of-Way, is to establish minimum requirements for transportation improvements, including public and private streets, bikeways, pedestrian ways, and access control to and from public streets. This chapter implements Section 163.3202(2)(h) F.S.

**Section 4-30.2 Classification of Roads.** Roads in the District are classified and mapped according to the function they serve, regulation of access, road and right-of-way widths, circulation patterns, design speed, and construction standards. All roads, except for local roads, within the **RCIDCFTOD** shall be classified as **principal arterial (limited access)-roadways, principal arterial (major)-arterials**, minor arterials, and collectors as set forth in the Transportation Element of the Comprehensive Plan; such classification is herein adopted by reference.

**Section 4-30.3 Roadway Design Standards.** All required elements of the transportation system shall at a minimum be in compliance with the engineering design and construction standards contained in FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways and Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, unless otherwise approved by the **RCIDCFTOD**. In instances where FDOT policies are absent, AASHTO engineering design and construction guidelines shall be used. All traffic control devices shall be designed and constructed in compliance with MUTCD standards and Chapter 4-70, Signs, unless otherwise approved by the **RCIDCFTOD**.

**Section 4-30.4 Access Standards.** Access driveways shall be designed in conformance with the standards set forth in this section.

- (a) **Access.** Driveway design, including the number of lanes, shall be based on traffic engineering standards for entering and exiting traffic demand which shall comply with Section 4-30.3, Roadway Design Standards.
- (b) **Future Driveways.** No driveway shall be permitted within ~~seventy (70)~~ **one hundred twenty-five (125)** feet of an intersection. This measurement shall be made from the centerline of the proposed driveway to the nearest right-of-way line of the intersecting street as measured along the adjacent right-of-way line.

- (c) Spacing. The minimum spacing for interchanges, driveway connections, median openings, and signals shall be as follows:

Roadway Classification	Interchange Spacing	Minimum Driveway Connection Spacing	Median Opening Spacing	Minimum Signal Spacing
Principal Arterial (Major Arterial/ Limited Access & Major)	1 mile	N/A	N/A	N/A
Minor Arterial	N/A	245 feet	660 feet	1,320 feet
Collector	N/A	125 feet	330 feet	1,320 feet

- (e) Number of Driveways. The number of driveways to be provided for any individual use shall be the minimum number required to adequately serve the needs of the use. Uses with frontage of one hundred (100) feet or less will be limited to one (1) driveway.
- (f) Angle to Roadway. Driveways shall be as nearly at right angles to the roadway as practical.
- (g) Obstruction of Right-of-Way. Site development shall be designed to provide adequate on-site parking and maneuvering for all vehicles so that vehicles entering or exiting the site do not park on or obstruct the right-of-way.
- (h) Backing onto Right-of-Way. No driveway shall be permitted which necessitates backing of vehicles on the right-of-way.
- (i) Road Improvements. When driveway connections are proposed, improvements to the public road shall be required of development when necessary to ensure safe and adequate ingress and egress to the site.

**Section 4-30.5 Pedestrian Safety Requirements.**

- (a) Sidewalk Adjacent to Collector, Minor Arterials, and Local Roads. Location of sidewalks shall be consistent with planned roadway improvements. Pedestrian ways or crosswalks will be required between places of work and shopping/eating areas and between adjacent or adjoining places of work.
- (b) Other Sidewalks or Footpaths. The FDOT Design Manual Florida Pedestrian Planning and Design Handbook shall be used as guidance in the design and construction of sidewalks and other footpaths within rights-of-way. In instances where FDOT manuals are absent, AASHTO engineering design and construction policies may be used.

**Section 4-30.6 Public Rights-of-Way Requirements.** The dedication and/or reservation for acquisition of rights-of-way for public transportation facility improvements shall be required of development within the District, as provided in this section.

- (a) General. The location and design of new roadway network facilities, transit corridors, and pedestrian facilities shall be coordinated during the development review process.
- (b) Minimum Widths. Rights-of-way shall be reserved at the minimum width required to accommodate construction of the number of lanes shown on the Future Transportation

Network Maps, Figures 3-1 and 3-2, in the Comprehensive Plan. Right-of-way width standards for **RCDCFTOD** roadways shall be as follows:

<b>Roadway Classification</b>	<b>Minimum Width</b>
<b>Principal Arterial (Limited Access)</b>	200 feet
<b>Principal Arterial (Major)</b>	200 feet
Minor Arterial	150 feet
Collector	60 feet

- (c) Signage. Signage shall comply with the requirements of Section 4-70.3, Rights-of-Way and Easements.

## CHAPTER 4-40

### PARKING, LOADING, AND CIRCULATION

#### Sections:

4-40.1	Purpose
4-40.2	General Parking Regulations
4-40.3	Location of Parking
4-40.4	Joint Use of Parking
4-40.5	Loading and Unloading Requirements
4-40.6	Permanent Reservation
4-40.7	Parking for Disabled Persons
4-40.8	<u>Pedestrian Access from Public Sidewalks</u>

**Section 4-40.1 Purpose.** The purpose of this chapter, Chapter 4-40, Parking, Loading, and Circulation, is to provide safe and adequate parking and loading facilities. This chapter implements Section 163.3202(2)(h) F.S.

**Section 4-40.2 General Parking Regulations.** Parking shall be required as set forth in this section.

- (a) General. Prior to issuance of a Certificate of Occupancy and permanent provision of utilities, evidence shall be provided that the parking required by this chapter, including disabled-person spaces, is provided.
- (b) Applicability. Parking for new uses, new buildings or structures, enlargement of existing buildings or structures, or increase in capacity of existing buildings or structures shall be provided as set forth in this chapter.
- (c) Number of Spaces. The number of spaces provided shall be based on Table 4-40-1 unless a detailed parking study is submitted which justifies the use of other standards. All references to employees mean the number of employees on the largest shift.
- (d) Disabled Persons. Parking space requirements for disabled people are addressed in Section 4-40.7, Parking for Disabled Persons.
- (e) General Design. All parking areas shall be properly drained and designed with regard to pedestrian and vehicular safety.
- (f) Size of Parking Spaces. Parallel parking spaces shall have a minimum width of eight (8) feet and a minimum length of twenty-two (22) feet and all other parking spaces shall have a minimum width of eight and one-half (8 1/2) feet and a minimum length of eighteen (18) feet.
- (g) Turning and Maneuvering. Off-street turning and maneuvering shall be provided for each lot so that no vehicle will be required to back onto or from any public street or alley.
- (h) Access and Circulation. The parking area shall be designed so that vehicles within the parking area will not have to enter a public street to move from one location to any other location within the parking area. The size and location(s) of all public vehicular access and vehicular circulation shall be subject to review by the District Administrator.
- (i) Surfacing. Pervious paving of parking spaces, driveways, and maneuvering areas is encouraged where suitable soils are present. Suitable pervious materials include, but are not limited to, 57 stone, crushed granite, and pervious concrete. Asphaltic millings are not

a suitable pervious material. In instances where pervious paving may not be used, parking spaces, driveways, and maneuvering areas shall be paved and permanently maintained with asphalt, concrete, or other similar durable weather-resistant surface.

**Section 4-40.3 Location of Parking.** The required parking facilities shall be located on the development site they are intended to serve, except as provided herein.

(a) **Within 750 Feet.** The District Administrator may allow the establishment of parking facilities on another development site if the majority of such facilities are within seven hundred and fifty (750) feet of the site or use they are intended to serve, provided all of the following findings are made:

(1) Practical difficulties, such as environmental constraints or site congestion, prevent the placing of the facilities on the same development site as the building or use they are designed to serve;

(2) A pedestrian walkway system is provided to connect the parking facilities to the building or use they are designed to serve. When such a pedestrian walkway system traverses the public right-of-way, the pedestrian walkway system must be elevated above the right-of-way or depressed beneath the right-of-way; and

(3) For two (2) lane collector roads, in lieu of an elevated pedestrian walkway system, a signalized at grade pedestrian crossing will be allowed provided signals are warranted and meet spacing criteria in Section 4-30.4.

(4) The owner of the parking facility has entered into a written agreement with the RCIDCFTOD, with enforcement running to the RCIDCFTOD, providing that the land comprising the parking facility shall be reserved as set forth in Section 4-40.6, Permanent Reservation.

~~(b) More Than 750 Feet.~~ The District Administrator may allow the establishment of parking facilities on another development site where such facilities are more than seven hundred and fifty (750) feet of the site or use they are intended to serve, provided all of the following findings are made:

~~(1) Practical difficulties, such as environmental constraints or site congestion, prevent the placing of the facilities on the same development site as the building or use they are designed to serve;~~

~~(2) Valet, shuttle, and/or tram service is provided from the parking facilities to the site or use, and the owner of the building or use has entered into a written agreement with the RCID that the valet, shuttle, and/or tram service will be maintained so long as the parking facilities are required; and~~

~~(3) The owner of the parking facility has entered into a written agreement with the RCID, with enforcement running to the RCIDCFTOD, providing that the land comprising the parking facility shall be reserved as set forth in Section 4-40.6, Permanent Reservation.~~

(eb) **Voidable Agreement.** The written agreements in Subsection (a)(3) or Subsection (b)(3) of this section shall be voided by the RCIDCFTOD if parking facilities on the same development site are subsequently provided in accordance with this chapter.

**Section 4-40.4 Joint Use of Parking.** The sharing of spaces by more than one use shall comply with the provisions of this section.

- (a) Joint Use of Spaces. Parking spaces required for a building or use shall be included as part of the on-site parking requirements for another building or use only upon approval of a parking study that demonstrates that parking demands of the different uses overlap in a complementary manner and/or occur at different times.
- (b) Combined Parking Areas. Nothing in this chapter shall be construed to prevent the joint use of on-site parking space by two (2) or more buildings or uses if the total of such spaces when used together shall not be less than the sum of the requirements for the various individual uses or buildings computed separately.

**Section 4-40.5 Loading and Unloading Requirements.**

- (a) Location. All loading and unloading shall take place in designated areas so as not to interfere with the movement of traffic.
- (b) Markings. Loading and unloading areas shall be designated with appropriate markings and signage.

**Section 4-40.6 Permanent Reservation.** Except where equivalent parking or loading space is provided, the area reserved for parking or loading in accordance with the requirements of this chapter shall not be reduced in area or changed to any other use unless the permitted use that it serves is discontinued or modified.

**Section 4-40.7 Parking for Disabled Persons.** All development offering parking for the general public shall provide specially designed and marked motor vehicle parking spaces and passenger drop-off and loading zones for the exclusive use of physically disabled persons in accordance with the more limiting minimum requirements of the EPCOT Building Code Accessibility Code or the Americans with Disabilities Act.

**Section 4.40.8 Pedestrian Access from Public Sidewalks.** All developments with adjacent public sidewalks shall provide safe pedestrian access from the public sidewalk with a connecting walkway or sidewalk to the development site.

**Table 4-40-1: Off-street Parking Space Requirements**

Use Types	Spaces Required
Administrative and Business Offices Private Sector Public Sector	1 per 180 sq. ft. of building GFA on first floor + 1 per 250 sq. ft. of GFA above first floor, excluding floor area used for mechanical/utility equipment and public spaces Same as Private Sector
Agriculture	No Requirements
Animal Services Grooming Kennels Stables	2.5 per 1000 sq. ft. + 1 per employee 1 per 300 sq. ft. of enclosed floor area 1 per employee + 0.5 per horse
Automotive Services Parking	1 per employee + 2 per 1000 sq. ft. of GFA + 2 per service bay 1 per employee + guest spaces
Business and Professional Support	1 per 250 sq. ft. of GFA in buildings with less than 2,000 square feet in area, 1 per 200 sq. ft. of GFA in buildings with 2,000 to 20,000 square feet in area, and 1 per 150 sq. ft. of GFA in buildings with over 20,000 square feet in area
Civic and Cultural Centers Places of Assembly with Fixed Seats Places of Assembly without Fixed Seats Exhibition Space, Library, Meeting Rooms	1 per 3 fixed seats for patron use + 1 per employee 1 per 35 feet of building GFA used for assembly purposes + 1 per employee 1 per 300 sq. ft. GFA
Custom Manufacturing	1 per 500 sq. ft. of GFA, or 2 per employee, whichever results in the greater number of spaces
Day Care	1 per 1000 sq. ft. + 1 per employee + 0.20 per child
<del>Downtown Disney Springs</del>	<del>9 per 1,000 SF including outdoor dining areas</del> Parking Study required
Eating and Drinking Establishments	1 per 5 fixed seats + 1 per 35 sq. ft. with no fixed seats + 1 per employee; minimum 10 spaces total
Fast Food Restaurants	0.58 per seat.
Equipment Services	1 per 500 sq. ft. of GFA, or 1 per employee, whichever results in the greater number of spaces
Financial and Professional Services	1 per 250 sq. ft. of GFA in buildings with less than 2,000 square feet in area, 1 per 200 sq. ft. of GFA in buildings with 2,000 to 20,000 square feet in area, and 1 per 150 sq. ft. of GFA in buildings with over 20,000 square feet in area
Laundry Services	1 per 500 sq. ft. of GFA, or 1 per employee, whichever results in the greater number of spaces

**Table 4-40-1: Off-street Parking Space Requirements (continued)**

Use Types	Spaces Required
<p>Lodging Services</p> <p>Hotels (with monorail)</p> <p>Hotels/Motels (without monorail)</p> <p>Value Resort</p>	<p>1.3 per guest room, plus, if applicable, 1 per 200 sq. ft. of floor area used for convention and meeting purposes (excluding lobbies, pre-function areas, and restrooms)</p> <p>1 per guest room, plus if applicable, 1 per 200 sq. ft. of floor area used for convention and meeting purposes (excluding lobbies, pre-function areas, and restrooms)</p> <p>0.92 per guest room</p>
<p>Maintenance Services</p>	<p>1 per 500 sq. ft. of GFA, or 1 per employee, whichever results in the greater number of spaces</p>
<p>Material Excavation</p>	<p>1 per employee</p>
<p>Medical Services</p>	<p>1 per 150 sq. ft. of GFA, excluding floor area used for mechanical and utility equipment, or 5 per doctor's office, or 1 per hospital bed, whichever results in the greatest number of spaces</p>
<p>Natural Resources</p>	<p>No Requirements</p>
<p>Recreation</p> <p>Indoor Entertainment</p> <p>Indoor Sports and Recreation</p> <p>Low Impact</p> <p>Park and Recreation</p> <p>Outdoor Entertainment</p> <p>Outdoor Sports</p> <p>Golf Courses</p> <p>Other Outdoor Sports</p> <p>Theme Park</p>	<p>1 per employee + 1 per 3 seats</p> <p>5 per 1000 sq. ft. + 1 per employee</p> <p>No Requirements</p> <p>9 per acre</p> <p>Parking Study required</p> <p>10 per hole plus parking requirements for related buildings and uses; if golf course is an integral part of a hotel development, 4 per hole plus parking requirements for hotel</p> <p>Parking Study required</p> <p>Parking Study required</p>
<p>Residential</p> <p>Single <del>and Two</del> Family</p> <p>Multi-Family</p> <p>Mobile <del>or Manufactured</del> Home</p> <p>Special</p>	<p>2 per unit, both covered</p> <p>1 per studio unit; 1.5 per 1-bedroom unit; 2 per 2-bedroom unit; +0.25 per each unit for visitor parking</p> <p>2 per unit</p> <p>Parking Study required</p>
<p>Safety Services</p>	<p>1 per employee</p>
<p>Sales and Services</p>	<p>1 per 180 sq. ft. of GFA used for retail uses</p>
<p>Transportation Services</p>	<p>1 per employee</p>



**Table 4-40-1: Off-street Parking Space Requirements (continued)**

Use Types	Spaces Required
Utility Services General Lines	1 per employee No Requirements
Warehousing Services	1 per 1,000 SF of building GFA-1 per 6,000 SF of building GFA
Water-Dependent Services	Use space requirements for other applicable use types listed in this table; if not listed, parking study required

- Note:
1. "GFA" means gross floor area of building.
  2. "Employee" refers to the number of employees on the largest shift.

**CHAPTER 4-50**  
**LANDSCAPING**

**Sections:**

<b>4-50.1</b>	<b>Purpose</b>
<b>4-50.2</b>	<b>Applicability</b>
<b>4-50.3</b>	<b>Required Plans</b>
<b>4-50.4</b>	<b>Water Conservation</b>
<b>4-50.5</b>	<b>Public Safety</b>
<b>4-50.6</b>	<b>Native Vegetation</b>
<b>4-50.7</b>	<b>Non-residential Properties Adjacent to Residential Properties</b>

**Section 4-50.1 Purpose.** The purpose of this chapter, Chapter 4-50, Landscaping, is to establish regulations for landscaping, including plants and irrigation. This chapter implements Section 163.3202(2) F.S.

**Section 4-50.2 Applicability.** The provisions set forth in this chapter shall apply to all areas within the ~~Reedy Creek Improvement~~ **Central Florida Tourism Oversight** District boundaries.

**Section 4-50.3 Required Plans.** Landscaping plans shall be required for all development requiring a site plan review pursuant to Chapter 7-20. These plans shall be prepared by a licensed Landscape Architect or other person knowledgeable of Florida plant materials, plant communities, and landscape procedures. The landscaping plans shall provide sufficient detail to enable the District Administrator to determine that the plans comply with this chapter. These plans shall not be reviewed for aesthetic value or for other features not covered specifically by this chapter.

**Section 4-50.4 Water Conservation and Water Quality.**

- (a) All new irrigation systems shall be required to connect to the **RCIDCFTOD** water reuse system upon initial installation or when such system connections become available. Where reuse water is not available or where its use is prohibited, high drought tolerant plants from the Florida-friendly **Landscaping Plant DatabaseGuide** at <http://www.floridayards.org/fyplants/index.php> – <https://fl.ifas.ufl.edu/resources/apps/plant-guide/> must be used.
- (b) A low maintenance zone shall be required along the side slopes and within ten (10) feet of the top of slope (Figure 4-1) of any pond, stream, water course, lake, or canal or within ten (10) feet of the landward edge of any wetland or wetland buffer (Figure 4-2) or from the top of a seawall. The low maintenance zone is to be planted and managed in order to alleviate the need for watering and to minimize the need for mowing, etc. A swale/berm system (Figure 4-3) may be required for installation at the landward edge of this low maintenance zone to capture and filter runoff under certain design conditions.

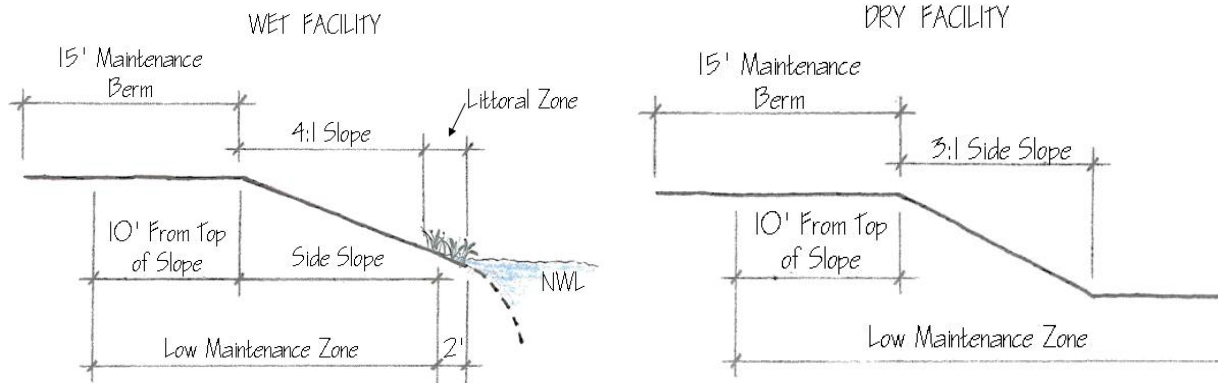


Figure 4-1

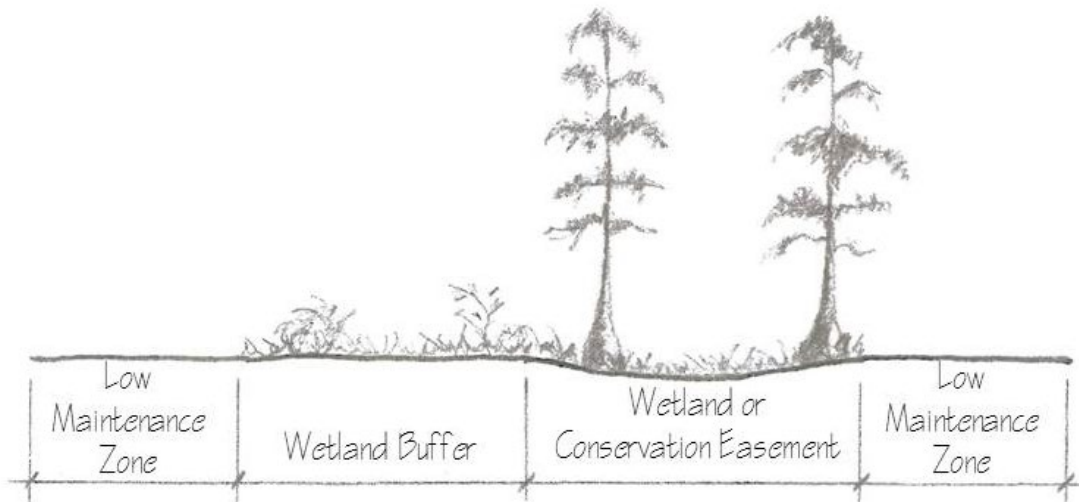


Figure 4-2

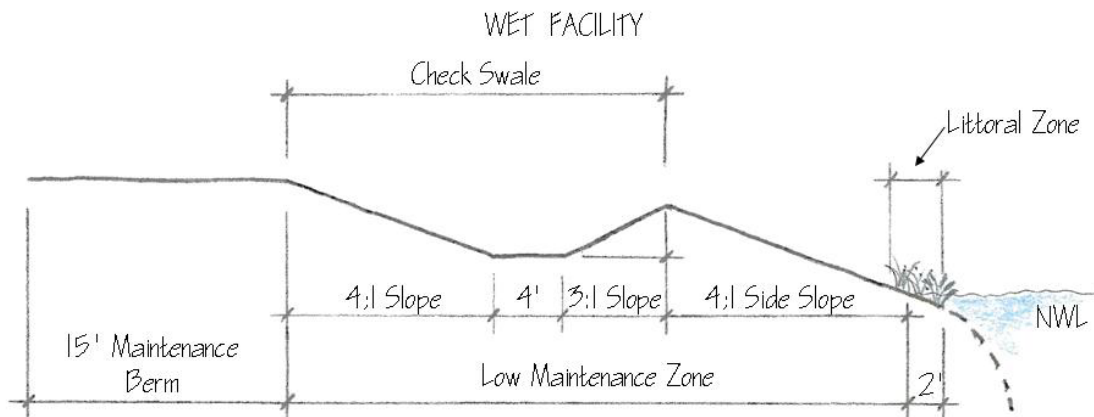


Figure 4-3

- (c) Irrigation with reuse water within the low maintenance zone is prohibited unless applied by a drip irrigation system.
- (d) Temporary irrigation with potable water within the low maintenance zone is permitted as long as deduct meters are installed and removed and the waterline permanently capped within a single nine (9) month period. The location of each deduct meter must be shown on the irrigation plans.
- (d) Fertilization within the low maintenance zone is prohibited.
- (e) No mowed or cut vegetative material is to be deposited or left remaining in the low maintenance zone in a manner that would allow such material to be deposited in any pond, stream, water course, lake, canal, wetland, or wetland buffer.
- (f) The use of mulch in the low maintenance zone is discouraged and may only be used when mulch is prevented from entering the District's property-wide stormwater management system.
- (g) All new development and all conversions of existing irrigation systems from potable water to reuse water are to be equipped with weather sensors that control the amount and rate of potable or reuse water application to match the needs of the vegetation. Such weather sensors shall measure effective rainfall and calculate evapotranspiration rates to determine the optimum irrigation rate and duration. Overriding of the weather sensors for the purpose of increasing landscape irrigation shall not be permitted, except to allow for supplemental watering for the establishment of new plantings and new sod and watering in of chemicals and fertilizers as prescribed by the label.

**Section 4-50.5 Public Safety.** All landscaping shall comply with the provisions of this section.

- (a) General. Landscaping, including irrigation systems and screening, shall meet the following safety requirements:
  - (1) The height, spread, and growth habit of all plantings shall not interfere with or obstruct ease of vehicular or pedestrian movement; and
  - (2) Trees, excluding conifers, shall be pruned such that no branches extend lower than seven (7) feet above curb level in areas adjacent to pedestrian sidewalks.
- (b) Intersection Visibility. Limits of clear sight is critical to public safety in landscaping design. All landscaping design shall conform to criteria and standards contained in FDOT manuals. In instances where FDOT criteria and standards are absent, AASHTO standards shall be used.
- (c) Invasive Plant Species. Invasive plant species are species of non-native plants that spread outside cultivated areas and cause environmental or economic harm. Invasive species are reducing the economic productivity and ecological integrity of our lands and waters. Invasive species harm noninvasive native species and their habitats, renewable resources, and diminish productive capacity of agricultural lands including forestlands, rangelands, and pasturelands. Category I invasive plants on the Florida Exotic Pest Plant Invasive Species Council's most recent FISC List of Invasive Plant Species (available at <http://www.fleppe.org/list/list.htm>) <https://floridainvasivespecies.org/plantlist.cfm> are prohibited.

**Section 4-50.6 Native Vegetation.** Existing natural vegetation and ecological communities shall be preserved and integrated into the landscape planting, where appropriate and as feasible.

**Section 4-50.7 Non-residential Properties Adjacent to Residential Properties.** Landscaping for all non-residential properties located adjacent to residential properties shall provide landscaping to visually buffer the uses.

## CHAPTER 4-60

### OPEN SPACE

#### Sections:

- 4-60.1 Purpose  
4-60.2 Open Space Requirements

**Section 4-60.1 Purpose.** The purpose of this chapter, Chapter 4-60, Open Space, is to provide regulations for the dedication and maintenance of open space. This chapter implements Section 163.3202(2)(b) F.S.

**Section 4-60.2 Open Space Requirements.** In order to produce aesthetically pleasing development, prevent overly dense development, and facilitate groundwater recharge, open space shall be required as set forth in this section.

- (a) Amount of Open Space. RCIDCFTOD Open Space Map, Figure 7.43 of the Comprehensive Plan, on file in the Department of Planning and Engineering, illustrates designated areas which shall remain as currently include land uses designated as open space and which shall comply with the open space definition in Section 1-30.5 and with the requirements of this chapter.
- (b) Open Space Characteristics. To the extent possible, given the use of the property and the location of the open space, the land shall be left in its natural condition and plant and animal communities shall be preserved.
- (c) Public Use. The land to be set aside for open space need not be made available for public use.

## CHAPTER 4-70

### SIGNS

#### Sections:

4-70.1	Purpose
4-70.2	Applicability
4-70.3	Rights-of-Way and Easements
4-70.4	Signage Criteria

**Section 4-70.1 Purpose.** The purpose of this chapter, Chapter 4-70, Signs, is to establish requirements for signs and structures within public rights-of-way. These regulations are intended to avoid traffic hazards. This chapter implements Section 163.3202(2)(f) F.S.

**Section 4-70.2 Applicability.** The provisions of this chapter shall apply to all signs or structures within public rights-of-way.

**Section 4-70.3 Rights-of Way and Easements.** All signs or structures located within the **Reedy Creek Improvement Central Florida Tourism Oversight** District rights-of-way shall be for the purpose of managing, controlling, and directing traffic to businesses or events within the boundaries of the District, or for directing traffic to businesses or events outside the boundaries of the District only if the sole access to the business or event is via District rights-of-way. Signs shall not be located in the clear recovery zone unless they are of the breakaway type or such other approved type as set forth in the **most recent edition of the** "Manual of Uniform Traffic Control Devices" published by the American Traffic Safety Services Association (ATSSA) / Institute of Transportation Engineers (ITE) / American Association of State Highway and Transportation Officials (AASHTO) or "A Policy on Geometric Design of Highways and Streets—**2004,**" published by AASHTO.

**Section 4-70.4 Signage Criteria.** The criteria that the District may consider in connection with its erection of signage regarding traffic to and from businesses or events within the boundaries of the District as described in Section 4-70.3 are as follows:

- (a) **Traffic.** Traffic control, management and safety, as provided in this chapter;
- (b) **Location.** The physical location of the business or event within the District and the proximity and visibility thereof with respect to each other and to adjacent or nearby parking facilities and District rights-of-way.
- (c) **Traffic Volume.** The volume of traffic being or to be generated by the business or event within the District; and
- (d) **Existing Signage.** The extent to which the business or event within the District is already mentioned in any existing signage (including, but not limited to, on-site signage).

**CHAPTER 4-80**  
**NON-CONFORMITIES**

**Sections:**

<b>4-80.1</b>	<b>Purpose</b>
<b>4-80.2</b>	<b>Applicability</b>

**Section 4-80.1 Purpose.** The intent of this chapter, Chapter 4-80, Non-Conformities, is to identify those conditions under which non-conforming uses may continue to be conducted.

**Section 4-80.2 Regulations.** Non-conforming uses shall comply with the provisions of this section.

- (a) Continued Use. A non-conforming use shall be allowed to continue except as otherwise provided herein.
- (b) Change in Size. A non-conforming use shall not be enlarged or otherwise increased in size.
- (c) Destruction of Facility. If a structure containing a non-conforming use is damaged or partially destroyed, the non-conforming use shall be discontinued if the actual costs of reconstruction exceed fifty (50) percent of the structure's replacement value.



# **ARTICLE 5 - ENVIRONMENTAL PROTECTION**

## **CHAPTER 5-10**

### **ENVIRONMENTAL PROTECTION: INTENT**

#### **Sections:**

<b>5-10.1</b>	<b>Title and Purpose</b>
<b>5-10.2</b>	<b>Organization</b>

Section 5-10.1 Title and Purpose. Article 5 of the Land Development Regulations is entitled Environmental Protection. The purpose of this article and the chapters within it is to protect the environmental quality of the ~~Reedy Creek Improvement~~ **Central Florida Tourism Oversight** District.

Section 5-10.2 Organization. Article 5 consists of the following chapters:

- (a) 5-10 Environmental Protection: Intent
- (b) 5-20 Wetlands
- (c) 5-30 Stormwater Management
- (d) 5-40 Groundwater Protection
- (e) 5-50 Erosion Control
- (f) 5-60 Sanitary Sewer
- (g) 5-70 Solid Waste
- (h) 5-80 Soils and Minerals
- (i) 5-90 Flora and Fauna
- (j) 5-100 Archaeological and Historic Resources

# CHAPTER 5-20

## WETLANDS

### Sections:

5-20.1	Purpose
5-20.2	Applicability
5-20.3	Exemptions
5-20.4	Wetland Classifications
5-20.5	General Provisions
5-20.6	Uses Allowed in Class II Wetland Areas
5-20.7	Maintenance and Repairs
5-20.8	Requirements for Wetland Buffers
<del>5-20.9</del>	<del>Environmental Review</del>
<del>5-20.10</del>	<del>Evaluation and Approvals</del>

**Section 5-20.1 Purpose.** The purpose of this chapter, Chapter 5-20, Wetlands, is to implement the environmental protection policies of the RCID Comprehensive Plan and protect those areas designated as wetlands in the Comprehensive Plan. This chapter implements Section 163.3202(2) F.S.

**Section 5-20.2 Applicability.** This chapter shall apply to all projects within the boundaries of the RCIDCFTOD unless exempted by Section 5-20.3. Figure 6-67 Wetlands in the Comprehensive Plan (Conservation Element), which is hereby adopted by reference, shows the general location of wetlands and should be consulted by persons contemplating activities in or near these areas before engaging in a regulated activity. The RCID shall accept the wetland line delineated in the SFWMD Conceptual Permit #48-00714-S, and #48-00714-P (Application Numbers 100212-12 and 140801-15).

### **Section 5-20.3 Exemptions.**

- ~~(a) Long Term Permits. In accordance with the long term permits listed below, known collectively as the Long Term Permits, ~~certain~~ wetlands within the RCIDCFTOD have been received conceptual approval approved for impact and subject to mitigation has been finalized UMAM credit limits. The issuing agency and permit number for the Long Term Permits are as follows:~~
- ~~(1a) South Florida Water Management District Permit #48-00714-S and #48-00714-P (Application Numbers 100212-12 and 140801-15);~~
  - ~~(2b) Army Corps of Engineers Permit #199101901 (IP-GS); and~~
  - ~~(3c) Florida Game and Fresh Water Fish Commission Permit #OSC-4.~~
- ~~(b) Existing Permits. All areas within the District identified for impact by the Long Term Permits or any state and federal permits existing at the time of implementation of the LDRs are exempt from the provisions of this chapter.~~

**Section 5-20.4 Wetland Classifications.** All wetlands within the District are classified as Class I Areas or Class II Areas as provided below.

- (a) Class I Areas.
  - (1) Any functional wetland currently protected by a conservation easement within the RCIDCFTOD;

- (2) Any area included within the Wildlife Management/Conservation Area as defined by SFWMD; or
  - (3) Any wetland identified by the Florida ~~Game & Fresh Water Fish and Wildlife Conservation~~ Commission or U.S. Fish & Wildlife Service as providing critical and essential habitat for species on either the federal or state list of threatened or endangered species.
- (b) Class II Areas. All functional wetlands which do not meet the criteria ~~as of~~ a Class I Area.

**Section 5-20.5 General Provisions.** The standards within this section shall apply to all wetland and wetland buffer areas within the ~~RCIDCFTOD~~.

- (a) Class I. Encroachment into Class I Areas is prohibited.
- (b) Class II. Removal, encroachment, or alteration of Class II Areas shall be allowed only when deemed appropriate and necessary; when the type, extent, and location of an impact is minimized to the maximum extent feasible; when consistent with all policies related to wetlands that are included as part of Objective 3 of the Future Land Use Element of the Plan; and when all required state and federal permits are obtained.
- (c) Polluting Activities. Activities which cause pollution of wetlands, including but not limited to location of wastewater disposal systems in wet soils; irrigation with reuse water as set forth in Subsection (c) of Section 4-50.4; unauthorized application of pesticides, herbicides, fertilizers, and algacides; disposal of solid waste and/or stormwater runoff at inappropriate sites; or the creation of unstabilized fills shall be prohibited.
- (d) Storing and Filtering Water. Although the use of wetlands for storing and filtering water is encouraged, existing hydroperiod of preserved wetlands shall be maintained at pre-development levels.
- (e) Stormwater Systems. Stormwater systems shall be designed so that no damage or adverse impact to a wetland and its function will occur.
- (f) Mitigation. Mitigation shall be required for unavoidable losses of Class II Areas. The mitigation shall be consistent with the Future Land Use Element in the Plan and may occur anywhere within the Reedy Creek Watershed, within or outside of the District, upon agreement with applicable state, regional, and federal agencies.
- (g) Prohibited Aquatic Plants. The planting of aquatic plant species listed in ~~Florida Administrative Code Chapter 16C-52.0115B-64.011, Florida Administrative Code,~~ "Prohibited Aquatic Plants," shall be prohibited within wetlands and wetland buffers of the SFWMD, ~~and~~ Army Corps of Engineers, ~~and~~ FDEP jurisdictional boundaries located within the ~~Reedy Creek Improvement~~ Central Florida Tourism Oversight District.

**Section 5-20.6 Uses Allowed in Class II Wetland Areas.** The uses listed in this section shall be allowed within Class II wetland areas to the extent that they are not prohibited by any other ordinance or law; provided they do not require structures, grading, fill, draining, or dredging except as provided in Subsection (d) of this section and Section 5-20.7; provided no alternatives are feasible or practical; and provided the previous hydroperiod is maintained after the completion of construction.

- (a) Conservation Activities. Conservation or preservation of soil, water, vegetation, fish, and other wildlife;

- (b) Recreational Activities. Outdoor recreational activities, including fishing, birdwatching, hiking, boating, horseback riding, and canoeing;
- (c) Scientific Uses. Scientific research that does not alter the vegetation, animals, or wildlife habitats; and
- (d) Roadway and Utility Corridors. Roadways and utility corridors provided no other alternatives are feasible or practical and the pre-development hydroperiod is maintained after the completion of construction.

**Section 5-20.7 Maintenance and Repairs.** Filling, flooding, draining, dredging, ditching, or excavating may be allowed to the extent specifically provided in this section.

- (a) Class I and II Wetland Areas. Maintenance or repair of existing roads, structures, and facilities within Class I and II Wetland Areas, that are used to provide the public with essential services, including transportation, electric, gas, water, wastewater, telephone, and telecommunication, are allowed provided that:
  - (1) Such roads, structures, and facilities are not materially changed or enlarged;
  - (2) Written approval has been received from the Planning and Engineering Department; and
  - (3) The work is conducted using best management practices to ensure that flow, and chemical and biological characteristics of the wetland are not impaired and that any adverse effect on the aquatic environment will be minimized;
- (b) Class II Wetland Areas. Maintenance and repair of existing piers, walkways, observation decks, wildlife management shelters, boathouses, and other similar water-related structures within Class II Wetland Areas, are allowed provided that:
  - (1) The structures are built on pilings to allow unobstructed flow of water;
  - (2) The structures preserve the natural contour of the wetland, except as authorized by special permit; and
  - (3) All state and federal permits have been obtained.

**Section 5-20.8 Requirements for Wetland Buffers.** Wetland buffers shall be provided around the perimeter of all wetland areas to protect the water quality, water quantity, and wildlife habitat of wetlands and to prevent soil sedimentation.

- (a) Width of Buffer.
  - (1) The boundaries of the Water Wildlife Management Conservation Area (WMCA) were established with the intent to include an undisturbed upland buffer from the wetland line delineated in the SFWMD Conceptual Permit #48-00714-S and a five hundred and fifty (550) foot wetland and upland buffer from the center of the Reedy Creek channel; therefore, no additional buffer is required from the WMCA limits.
  - (2) Buffers from all other Class I and Class II Areas shall remain in an undisturbed natural state and be a minimum width of fifteen (15) feet and an average of twenty-five (25) feet.
- (b) Activities. Activities permitted within the wetland buffers are boardwalks, nature trails and other types of passive recreation, provided they do not adversely affect the function of the

buffer or the wetland ~~and concurrence has been received from SFWMD and/or ACOE.~~ Stormwater ponds, vegetation clearing, dredging, and filling are presumed to be harmful to the functions of buffer areas and shall not be permitted.

~~**Section 5-20.9 Environmental Review.** An environmental review is required as set forth in this section.~~

~~(a) **Approval for Regulated Activities.** No activity within a wetland buffer, as defined in Section 5-20.8(a)(2), or within a Class II Wetland Area may be conducted without first undergoing an Environmental Review.~~

~~(b) **Applications.** The information to be submitted in an application is set forth in Chapter 6-30.2(a), (b), (c). Within thirty (30) calendar days after the filing of any application, the Planning and Engineering Department shall review such application to determine its completeness and shall notify the applicant in writing if the application is incomplete or if additional data are required. If the Planning and Engineering Department does not request additional data within that period, the application shall be deemed complete.~~

~~**5-20.10 Evaluation and Approvals.** The District Administrator shall approve applications only if the applicant has demonstrated that the project meets the requirements of this section.~~

~~(a) **Findings.** The District Administrator shall find that the project complies with the provisions of other sections of this chapter and all policies related to wetlands that are included as part of Objective 3 of the Future Land Use Element of the Comprehensive Plan.~~

~~(b) **Conditions of Approval.** The District Administrator may attach such conditions to the approval as deemed necessary to carry out the purposes of this chapter.~~

## CHAPTER 5-30

### STORMWATER MANAGEMENT

#### Sections:

5-30.1	Purpose
5-30.2	Approval Process
5-30.3	Drainage Improvements
5-30.4	Master Drainage Plans
5-30.5	Construction Plans and Supplemental Information
5-30.6	Impervious Surfaces
5-30.7	Pollution Abatement
5-30.8	Protection from Flooding
5-30.9	Development Within Floodplain Areas
5-30.10	Disposition of Stormwater Runoff
5-30.11	Design Storm
5-30.12	Computation Methods
5-30.13	Dry Ponds
5-30.14	Wet Ponds
5-30.15	Discharge Structures
5-30.16	Open Drainage Ways
5-30.17	Control Devices
5-30.18	Maintenance of Water Table
5-30.19	Roadways: Swales
5-30.20	Roadways: Curbs, Gutters, and Inlets
5-30.21	Secondary Drainage: Design Discharges
5-30.22	Secondary Drainage: Pipe Requirements
5-30.23	Secondary Drainage: Tailwater and Hydraulic Grade Computations

**Section 5-30.1 Purpose.** The purpose of this chapter, Chapter 5-30, Stormwater Management, is to provide the basis for a stormwater management program in order to achieve pollution abatement and protection from flooding. This chapter facilitates this purpose by identifying the procedures and information used by the **RCIDCFTOD** for reviewing and ensuring the compatibility of **RCIDCFTOD** criteria with other governmental agencies having jurisdiction, thereby promoting intergovernmental coordination and expediting acquisition of permits from these agencies.

**Section 5-30.2 Approval Process.** The process for approval for each development project that involves any disturbance of soil shall be as set forth in this section. The requirements of this chapter are in addition to the development review process as set forth in Chapter 6-20, provided however, that the two processes may occur simultaneously. Master drainage plans and construction plans shall not be approved unless they comply with the provisions of this chapter. The provisions of this chapter shall be administered by the **RCIDCFTOD** Department of Planning and Engineering. No applications to SFWMD shall be made unless authorized by the Department of Planning and Engineering.

- (a) **Master Drainage Plan.** The applicant shall submit a Master Drainage Plan for each project for review and approval by the **RCIDCFTOD** in accordance with Section 5-30.4.
- (b) **Construction Plans.** After approval of the Master Drainage Plan, or concurrent with its submittal, the applicant shall submit construction plans of the drainage facilities and other supplemental information for review and approval by the **RCIDCFTOD** in accordance with Section 5-30.5.

- (c) SFWMD Approval. After approval of the construction plans, the **RCIDCFTOD** shall forward the Master Drainage Plan, construction plans, and other information required by Section 5-30.5 to the South Florida Water Management District (SFWMD) for its approval to construct. A copy of the approval shall be sent to the applicant.
- (d) Commencement of Construction. The applicant may not commence construction until approved by the **RCIDCFTOD**. Such approval cannot occur until all applicable state and federal permits have been issued.
- (e) As-Built Plans. Upon completion of each construction phase, the applicant shall submit a certificate of completion and as-built plans of the drainage facilities, signed and sealed by a professional engineer registered in the State of Florida.
- (f) Compliance Review. The **RCIDCFTOD** shall inspect the project and review the as-built plans to determine if the built project is in substantial compliance with the construction plans. If a determination is made that the project is in substantial compliance, a copy of the as-built plans and a certificate of completion shall be sent to the SFWMD.
- (g) Certificate of Occupancy. A certificate of occupancy shall not be issued until the **RCIDCFTOD** Department of Planning and Engineering determines that the project is in substantial compliance with the stormwater construction plans.

**Section 5-30.3 Drainage Improvements.** Drainage for projects within the District shall comply with one of the three requirements of this section. The provisions of this section are in addition to those in Chapter 3-30, Infrastructure Standards.

- (a) Pre-Development Discharge Flow Rates. Post-development drainage peak flow rates shall be equal to or less than pre-development peak flow rates;
- (b) Schedule of Improvements. Post-development drainage peak flow rates shall be managed by improvements provided by the **RCIDCFTOD**, consistent with the schedule of improvements in the Capital Improvements Element of the Comprehensive Plan; or
- (c) Applicant Funded. Post-development drainage peak flow rates shall be managed by improvements that are funded by the development applicant.

**Section 5-30.4 Master Drainage Plans.** Master drainage plans for a project shall comply with the provisions of this section.

- (a) Format. Material required by this section shall be submitted in a hard copy and in an electronic format acceptable to the **RCIDCFTOD**.
- (b) Map Information. The Master Drainage Plan shall include the following:
  - (1) It shall show existing and proposed ground contours, locations of roads, parking areas, and building footprints along with their proposed finished floor elevations;
  - (2) It shall outline drainage basin boundaries, showing direction of flow and taking into account any off-site runoff being routed through or around the project in its undeveloped condition;
  - (3) It shall indicate size, location, control elevation, and general configuration of all primary drainage facilities required to route, collect, treat, and dispose of stormwater runoff, generated by or passing through the development; and

- (4) It shall include the location of on-site water bodies and wetlands with details of size and vegetative cover. The normal water elevation, side slopes, and depths of water bodies shall be shown. For wetlands, the general surface elevation and the wet season water elevation shall be shown.
- (c) Narrative. A brief narrative shall describe the proposed project including its size, percent pervious versus impervious land usage, total wetlands within site boundaries, and a breakdown of wetland acreage preserved, by type, and acreage removed, by type. All acreage calculations shall be based on SFWMD jurisdictional lines. All areas to be used solely for water management purposes shall be noted, and the legal method to be utilized to ensure that these areas remain devoted to this use shall be described. A proposed start up and completion date for the project also shall be included.
- (d) Complete Plan. The information in Subsection (b) and (c) of this section, along with supporting engineering calculations and geotechnical data, shall comprise the Master Drainage Plan.

**Section 5-30.5 Construction Plans and Supplemental Information.** Construction plans shall comply with the provisions of this section.

- (a) Professional Engineer. Construction plans shall be signed and sealed by a professional engineer with a current license to practice in the State of Florida.
- (b) Contents. Construction plans shall include the following:
  - (1) Boundary map of project using the National Geodetic Vertical Datum and the WDW grid;
  - (2) Final phased development boundaries with limits of construction for each phase clearly defined;
  - (3) Incorporation of features proposed in the Master Drainage Plan;
  - (4) All secondary drainage facility designs and engineering calculations;
  - (5) Location of all on-site utilities and off-site points of connection;
  - (6) All elements of the final and construction site grading plan; and
  - (7) An Erosion Control Plan, consistent with the provisions of Chapter 5-50.
- (c) Conceptual Permit. Documents submitted pursuant to this section should be consistent with RCID's SFWMD Conceptual Permit #48-00714-SP.
- (d) Supplemental Information. In addition to construction plans, the applicant shall provide the RCIDCFTOD with information sufficient to obtain permission to construct from the SFWMD. This information shall include the following:
  - (1) Design storms used including depth, duration, and distribution;
  - (2) Off-site inflows;
  - (3) Stage-storage computations for the project and stage-discharge computations for the outfall structure(s);
  - (4) Acreages and percentages of property in the following format:



	<b>EXISTING (acres)</b>	<b>PROPOSED (acres)</b>
Total Area	_____	_____
WTRM	_____	_____
Impervious	_____	_____
Building	_____	_____
Pavement	_____	_____
Pervious	_____	_____
Wetland	_____	_____

- (5) Runoff routing calculations showing discharges, elevations, and volumes retained and/or detained during applicable storm events;
- (6) Draw-down calculations for detention;
- (7) Calculations required for determination of minimum building floor and road elevations; and
- (8) Calculations which demonstrate compensation for flood plain encroachment, if applicable.

**Section 5-30.6 Impervious Surfaces.** A Master Drainage Plan or construction plan shall not be approved unless the total amount of impervious surface remaining within the applicable sub-basins is equal to or less than the amount of impervious surface designated in the most recent annual update of the Master Drainage Study of **RCIDCFTOD** Stormwater Improvement Facilities, unless the future development provides on-site attenuation of increased peak flow resulting from the increased impervious surface, or otherwise approved by the **RCIDCFTOD**.

**Section 5-30.7 Pollution Abatement.**

- (a) Criteria. Pollution Abatement shall be provided in accordance with the **RCIDCFTOD's SFWMD** Conceptual Permit **#48-00714-P** and at a minimum ~~according to~~ complying with one of the following criteria:
  - (1) Detention volume shall be provided for the first one (1) inch of runoff times the development acreage, or two and one-half (2 1/2) inches times the development site acreage multiplied by the percentage of imperviousness, whichever is greater;
  - (2) Retention volume shall be provided equal to fifty (50) percent of the amounts computed in Subsection (a)(1) of this section.
- b) Industrial Projects. Industrial projects shall provide at least one-half (1/2) inch of pretreatment prior to discharging into a stormwater detention system.
- (c) Landscape Maintenance. The quality of Florida's surface waters is affected by stormwater runoff, and improper landscape maintenance contributes to nonpoint source pollution that can affect surface water quality. Use of various best management practices in landscape maintenance can reduce pollution of the **RCIDCFTOD** water bodies.
  - (1) Landscape irrigation shall comply with Section 4-50.4; and

- (2) Horticulture practices shall comply with all Ordinances/Resolutions within the RCIDCFTOD which Ordinances/Resolutions may be amended from time to time.

(d) Illicit Discharge. The Federal National Pollutant Discharge Elimination System (NPDES) permit issued to the District for the operation of the Master Drainage System, also known as the Municipal Separate Stormwater System (MS4) regulates illicit discharge of non-stormwater discharge to RCIDCFTOD's Master Drainage System. Use of various best management practices can reduce and prevent illicit discharge to the Master Drainage System, including but not limited to, the following:

- (1) Proposed or modified permanently covered dining areas shall not drain to the storm system;
- (2) Proposed or modified pool showers and back wash discharge shall not drain to the storm system;
- (3) Proposed or modified dumpster pads servicing solid waste, shall not drain to the storm system;
- (4) Utility connections other than storm, shall be precluded from connecting into or discharging to the storm system. This includes portable sink units, grease traps, A/C condensate, etc.;
- (5) Private utility service lines for wet utilities, not consisting of potable water, that are proposed to be hung/elevated directly above a waterbody or wetland shall provide double containment.

#### **Section 5-30.8 Protection from Flooding.**

- (a) Design. Protection from flooding shall be accomplished by a design that will provide for:
  - (1) Collector roadway and local roadway areas to be flood-free during a storm with a ten (10) year return frequency and duration of seventy two (72) hours;
  - (2) Arterial roadway areas to be flood-free during a storm with a fifty (50) year return frequency and duration of seventy two (72) hours; and
  - (3) Habitable structures to be flood-free and commercial and industrial structures to be either flood-free or flood-proofed during a storm of one hundred (100) year return frequency and duration of seventy two (72) hours.
  - (4) Bridges shall be flood-free and have a minimum low chord elevation at least one (1) foot above the one hundred (100) year return frequency and duration of seventy-two (72) hours.
- (b) Discharge Attenuation. In some cases, due to capacity limitations of the primary stormwater conveyance system, the RCIDCFTOD may impose requirements for attenuation of post development peak rate of discharge from the site.

#### **Section 5-30.9 Development Within Floodplain Areas.**

- (a) Floodplains. All development within floodplain areas, as determined by the RCIDCFTOD, shall comply with the following requirements:

- (1) Set minimum finished floor elevations at least one (1.0) foot above the one hundred (100) year flood. In areas where the one hundred (100) year flood elevation has not yet been established, the applicant shall establish to the satisfaction of the **RCIDCFTOD**, the elevation of the one hundred (100) year flood.
  - (2) For commercial or industrial developments, flood proofing may be substituted in lieu of elevating the finished floor above the one hundred (100) year flood level.
  - (3) Provide compensating storage for all flood water displaced by development below the elevation of the base one hundred (100) year flood.
  - (4) The applicant shall submit to the **RCIDCFTOD** calculations demonstrating a floodplain compensation ratio of one to one (1:1) for any fill placed within the floodplain boundaries. The floodplain compensation area must be located within the same drainage sub-basin where the encroachment is proposed unless significant natural areas will be disturbed by the floodplain compensation, in which case compensating storage may be provided elsewhere with **RCIDCFTOD** approval. The compensating area must also be contiguous and hydraulically connected to the floodplain such that no rise in the one hundred (100) year flood waters may occur.
  - (5) Within the District, an applicant in lieu of providing the typical one to one (1:1) floodplain compensation, may request permission from the District to perform detailed flood modeling to demonstrate no adverse floodplain impacts. This approach may only be used with permission of the District and if all of the following conditions are satisfied: the modeling demonstrates no negative impact to existing infrastructure within the District (including maintaining required freeboard), project limits and impacts are fully included within the District, the project does not impact areas outside of the project area within the District, the project does not cause adverse impacts to the District's master drainage system and the project does not cause impact to any tributary area that flows into or receives discharge from the District.
- (b) Riverine ~~Flood Hazard~~**Floodway**. All developments within the riverine ~~flood hazard~~**floodway** areas shall be designed to maintain the flood carrying capacity of the floodplain such that the upstream and downstream base flood elevations are not increased.

**Section 5-30.10 Disposition of Stormwater Runoff.** The disposition of stormwater runoff shall comply with the provisions of this section.

- (a) Treatment. Developments shall be required to treat the required volume of runoff for pollution abatement purposes in accordance with Section 5-30.7.
- (b) Draw-down. Bleed down mechanisms for stormwater management facilities shall normally be sized based upon a maximum design discharge of one half (1/2) inch of the pollution abatement volume within twenty four (24) hours.
- (c) Floating Materials. Special engineering features to minimize the transport of floating debris, oil, and grease shall be incorporated upstream of the outlet control structures. The design of such structures shall have adequate provisions to minimize erosion and facilitate maintenance of the structures and detention areas.
- (d) Maintenance Access. When the off-site discharge from a development is into any man-made facility for which the **RCIDCFTOD** does not own, either an easement, right-of-way, or other legal access shall be provided by the applicant, prior to final development approval, to allow **RCIDCFTOD** access for maintenance.

**Section 5-30.11 Design Storm.**

- (a) Design Events. The design events shall be as follows:

Facility	Design Storm
Collector & Local Roads	10-year, 72-hour
Arterial Roads, Bridges	50-year, 72-hour
Building Finished Elevation	100-year, 72-hour

- (b) Rainfall Distribution. The total rainfall and daily distribution for the design events in Subsection (a) of this section shall be as follows:

Design Storm	Day	Incremental Rainfall (inches)	Cumulative Rainfall (inches)
10-year, 72-hour	1	1.10	1.10
	2	1.59	2.69
	3	7.50	10.19
50-year, 72-hour	1	1.39	1.39
	2	2.02	3.41
	3	9.50	12.91
100-year, 72 hour	1	1.54	1.54
	2	2.23	3.77
	3	10.50	14.27

- (c) Rainfall Distribution. The distribution curve of the above rainfall events is included in the SFWMD Environmental Resource Permit Information Manual, Volume IV.

**Section 5-30.12 Computation Methods.** Current techniques shall be used to establish runoff volume and peak rate of discharge. In order to provide for a reasonable measure of consistency, the methods of computation described below are encouraged.

- (a) Primary Basins or Sub-Basins. Computations for primary basins or sub-basins shall comply with the following provisions:
- (1) Hydrographs should be developed using the modified Santa Barbara Urban hydrograph method for pre-and post-development conditions; and
  - (2) Time of Concentration (Tc) values may be obtained from the Federal Highway Administration Kinematic Wave Formula (in the RCIDCFOTOD Stormwater Manual) for sheet flow or overland flow, and the Manning Equation of concentrated flows (i.e., gutter flow, ditch flow, pipe flow, etc.).
- (b) Secondary Basins. Computations for secondary basins shall comply with the following provisions:

- (1) The rational method shall be used to generate the instantaneous peak rate of discharge for both the developed and undeveloped sub-basins within a project area; and
  - (2) The time of concentration shall dictate the rainfall intensity. The Florida Department of Transportation Rainfall Intensity-Duration Curves for Zone 7 shall be used to determine the intensities.
- (c) Soil Storage. Soil storage utilized during the design event may be evaluated based on either of the following methods, provided however, that in no case shall soil storage during the design event be accumulated for depths to seasonal high water table greater than six (6) feet below ground level:
- (1) The Soil Conservation Service method of utilizing the Orange County and Osceola County Soil Mapping; or
  - (2) The Current SFWMD Criteria.
- (d) Routing. Infiltration may be considered in the routing calculations for a new or modified treatment system if all of the below conditions are satisfied. The requirements listed may not apply when an existing, previously permitted, system is being modified and infiltration was considered within that permitted design.
- (1) The infiltration system meets all SFWMD criteria associated with the specific type of system, including but not limited to, geotechnical requirements, dimensional requirements and recovery criteria;
  - (2) The system is a dry system (wet or dry detention shall not consider infiltration within the routing calculations) consisting solely of retention or exfiltration;
  - (3) A minimum of one foot of vertical separation is provided between the bottom of the treatment system and the seasonal high water table;
  - (4) Infiltration rates and seasonal high water table elevation is based on site specific testing performed by a qualified geotechnical engineer;
  - (5) The infiltration rates and seasonal high water table elevation is established based on in situ soils (no soil modifications allowed for consideration);
  - (6) The infiltration system is not influenced by a boundary condition, such as one that would result in tailwater backing into the infiltration system during the design storm;
  - (7) The pond bottom is considered impervious within the curve number calculations; and
  - (8) A wall or other confining layer does not exist along any portion of the infiltration system that would limit the infiltration rates of the natural soil.

**Section 5-30.13 Dry Ponds.** Dry ponds shall comply with the provisions of this section.

- (a) Draw-down. Bleed down mechanisms for stormwater management facilities shall be sized based upon a maximum design discharge of one half (1/2) inch of pollution abatement volume within twenty four (24) hours.
- (b) Pond Bottom. The pond bottom shall be at a minimum of one (1) foot above the existing wet season groundwater level, unless otherwise approved by the RCIDCFTOD.

- (c) Side Slopes. Side slopes shall be a minimum of 3:1 (horizontal: vertical) and must be stabilized in accordance with Subsection (c) of Section 5-50.8. The pond bottom shall not be sodded.
- (d) Freeboard. One (1) foot of freeboard shall be required above the design high water level of the appropriate design event as specified in Subsection (a) of Section 5-30.11.
- (e) Maintenance Berm. An unobstructed maintenance berm, a minimum of fifteen (15) feet in width, shall be required along the pond perimeter.
- (f) Exfiltration System. Exfiltration systems must conform with the following:
  - (1) Pipe diameter – twelve (12) inches minimum;
  - (2) Trench width – three (3) feet minimum;
  - (3) Rock in trench must be enclosed in filter material, at least on the top and sides; and
  - (4) Maintenance sumps in inlets.

**Section 5-30.14 Wet Ponds.** Wet ponds shall comply with the provisions of this section:

- (a) Side Slopes. For the purposes of public safety and maintenance, all wet ponds shall have side slopes no steeper than 4:1 (horizontal: vertical) out to a depth of two (2) feet below the normal water level. Should site limitations dictate steeper side slopes, the perimeter of the pond may be fenced to prohibit all public access. Side slopes shall be stabilized in accordance with Subsection (c) of Section 5-50.8.
- (b) Control Water Elevation. The draw down bleeder shall be set no lower than the existing wet season groundwater level.
- (c) Littoral Zones. To promote nutrient uptake and enhance water quality, littoral zones shall be established along a minimum of twenty (20) percent of the pond perimeter. This zone shall be planted from two (2) feet below to one (1) foot above the normal water level.
- (d) Freeboard. One (1) foot of freeboard shall be required above the design high water level of the appropriate design event as specified in Subsection (a) of Section 5-30.11.
- (e) Areas Adjacent to Ponds. Areas adjacent to ponds shall be graded to preclude the entrance of stormwater except at planned locations.
- (f) Maintenance Berm. An unobstructed maintenance berm, a minimum of fifteen (15) feet in width, shall be required along the pond perimeter.

**Section 5-30.15 Discharge Structures.** Discharge structures shall comply with the provisions of this section.

- (a) General Requirements. All design discharges shall be made through structural discharge facilities or properly compacted and stabilized earth berms.
- (b) Discharge Levels. Discharge structures shall be fixed so that discharge cannot be made below the control elevation.
- (c) Grating. Discharge structures shall include gratings for safety and maintenance purposes.

- (d) Baffles and Skimmers. Discharge structures from areas with greater than fifty (50) percent impervious area or from systems with inlets in paved areas shall include both a baffle and a skimmer. The skimmer is to limit oil and grease discharging from retention/detention areas. The baffle is to encourage discharge from the center of the water column, rather than the top or bottom.
- (e) Direct Discharges. Direct discharges shall normally be allowed to discharge directly into receiving waters, which by virtue of their large capacity, are easily able to absorb concentrated discharges. Such receiving waters may include existing storm water system and man-made ditches, canals, and lakes. The final determination shall be at the discretion of the **RCIDCFTOD**.
- (f) Indirect Discharges. Discharge structures shall be required to discharge to overflow and spreader swales where the receiving water or its adjacent supporting ecosystem may be degraded by a direct discharge. Such receiving waters may include natural streams, hardwood wetlands, marshes, and land naturally receiving overland sheetflow. The final determination shall be at the discretion of the **RCIDCFTOD**.
- (g) Pumped Discharges. Pumped discharges shall not be allowed.

**Section 5-30.16 Open Drainage Ways.** Open drainage ways shall comply with the provisions of this section.

- (a) Side Slopes. Drainage ways with standing water (canals) must meet the same side slope and freeboard requirements as wet ponds as set forth in Section 5-30.14. Dry drainage ways (conveyance swales) shall meet the requirements as set forth in Section 5-30.13.
- (b) Stabilization/Erosion Protection. Stabilization/erosion protection must be provided within conveyance swales (also see Subsection (c) of Section 5-50.8).
- (c) Maintenance. Outfall ditches and canals shall have sufficient right-of-way for the facility plus an unobstructed maintenance berm of at least fifteen (15) feet width on a minimum of one side. If the bottom width of the drainage way is greater than fifteen (15) feet, an unobstructed maintenance berm of at least fifteen (15) feet in width shall be required on both sides.

**Section 5-30.17 Control Devices.** Control devices and bleed-down mechanisms shall comply with the provisions of this section.

- (a) Size of Gravity Devices. Gravity control devices shall be sized based on a design discharge of one half (1/2) inch of the detention volume in the first day. The devices shall incorporate dimensions no smaller than six (6) square inches of cross sectional area, two (2) inches minimum dimension, and twenty (20) degrees for "V" notches.
- (b) Configuration of Gravity Devices. Gravity control devices shall be of a "V" or circular shaped configuration to increase detention time during minor events.

**Section 5-30.18 Maintenance of Water Table.** Drainage systems shall be designed to maintain water table elevations at their pre-development levels.

**Section 5-30.19 Roadways: Swales.** Swale drainage shall be permitted only when the wet season water table is a minimum of one (1) foot below the invert of the swale.

**Section 5-30.20 Roadways: Curbs, Gutters, and Inlets.** Curbs, gutters, and inlets for roads shall comply with the provisions of this section.

- (a) Roadway Design Standards. All roadway drainage not considered suitable for swale and/or ditch type drainage shall be designed in accordance with FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways and Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System.
- (b) Inlet Locations and Standards.
  - (1) All inlets at low points (sumps) shall be designed to intercept one hundred (100) percent of the design flow, precluding spread of water onto the traveled lanes. Inlet and pavement hydraulic calculations shall be required to demonstrate that a rainfall intensity of four (4) inches per hour does not result in spread/encroachment of drainage into a travel lane.
  - (2) On arterial roadways, in order to prevent siltation and to provide for a safety factor against clogging of a single inlet in a sump location, multiple inlets shall be constructed at all sump locations. Three (3) inlets shall be constructed at each sump location, one (1) at the low point and one (1) on each side at a point 0.2 feet higher than the low point, unless otherwise approved by the **RCIDCFTOD**.
  - (3) Inlets must be provided at the terminal point of shoulder gutters and shall be designed to intercept one hundred (100) percent of the flow resulting from the ten (10) year design storm. No spread resulting from a rainfall intensity of four (4) inches per hour is allowed to encroach on the travel lanes, and the spread resulting from a ten (10) year design storm shall not exceed one (1) foot beyond the outside edge of the gutter.
- (c) Shoulder Gutter Standards. Shoulder gutters may be used as part of the stormwater conveyance system of a rural section roadway. Shoulder gutters shall be used on fill slopes and at bridge ends to protect the slopes from erosion.

**Section 5-30.21 Secondary Drainage: Design Discharges.** The storm sewer system design shall be based upon a ten (10) year frequency event. The system shall be designed to handle the flows from the contributory area within the proposed development.

**Section 5-30.22 Secondary Drainage: Pipe Requirements.** Pipe requirements for secondary drainage shall comply with the provisions of this section.

- (a) Material. All storm-sewer piping shall be RCP.
- (b) Sizes. The minimum size of pipe used for public storm sewer systems shall be fifteen (15) inches diameter, or equivalent elliptical. Designs shall be based upon six (6) inch increments in size above eighteen (18) inches, or elliptical equivalents.
- (c) Velocities. All storm sewers shall be designed and constructed to produce a minimum velocity of two and one-half (2.5) feet per second when flowing full. No sewer system or portion thereof shall be designed to produce velocities in excess of twenty (20) feet per second for reinforced concrete pipe or ten (10) feet per second for metal pipe. Outlet ends shall have sufficient erosion protection and/or energy dissipaters when velocities exceed five (5) feet per second.
- (d) Construction. All pipes shall terminate with a mitered end section or headwall unless termination is within a wet pond and completely below the seasonal low water table elevation.



- (e) Maximum Runs. The following maximum runs of pipe shall be used when spacing access structures of any type:

Pipe Size	Maximum
15 inches	200 feet
18 inches	300 feet
24 to 36 inches	400 feet
42 inches and larger	500 feet

**Section 5-30.23 Secondary Drainage: Tailwater and Hydraulic Grade Computations.** Tailwater and hydraulic grade computations shall comply with the provisions of this section.

- (a) Tailwaters. All storm sewer systems shall be designed to reflect the tailwater of the receiving facility. Where a pond is the receiving facility, the design tailwater level can be estimated from the information generated by routing through the pond the hydrograph resulting from a ten (10) year frequency storm of seventy two (72) hour duration. Then the design tailwater level can be assumed to be the ten (10) year pond level.
- (b) Hydraulic Gradient. The hydraulic gradient line for the storm sewer system shall be computed by taking into consideration the design tailwater on the system; the energy losses associated with entrance into and exit from the system; friction through the system; and turbulence in the individual manholes, catch basins, and junctions within the system.
- (c) Losses. Energy losses associated with the turbulence in the individual manholes may be significant for a pressure or surcharged storm sewer system and shall be accounted for in establishing a reasonable hydraulic gradient line.

## CHAPTER 5-40

### GROUNDWATER PROTECTION

#### Sections:

5-40.1	Purpose
5-40.2	Protection of Recharge Areas
5-40.3	Wellhead Protection
5-40.4	Sludge Disposal
5-40.5	Hazardous Waste Holding

**Section 5-40.1 Purpose.** The purpose of this chapter, Chapter 5-40, Groundwater Protection, is to control development in designated recharge areas and in the cones of influence for potable water wellfields. This chapter implements Section 163.3202(2)(c) F.S.

#### **Section 5-40.2 Protection of Recharge Areas.**

- (a) Analysis Required. All projects on project sites larger than five (5) acres shall require an analysis of the recharge potential of the site.
- (b) Prohibited Uses. The following uses shall be prohibited in those portions of the project site that are within a designated prime recharge area:
  - (1) septic tanks;
  - (2) landfills;
  - (3) facilities for the bulk storage, handling, or processing of materials on the Florida Substance List;
  - (4) wastewater treatment plants; and
  - (5) other wastewater disposal systems.
- (c) Development Guidelines. The following guidelines shall apply in those portions of the project site are within a designated prime recharge area:
  - (1) clustering of development shall be encouraged; and
  - (2) pervious surfaces shall be used whenever feasible.

**Section 5-40.3 Wellhead Protection.** A wellhead protection area consisting of a 500-foot radius around each potable water well shall be designated and certain land uses shall be excluded therein: groundwater protection measures contained within F.A.C. 62-521.400 Ground Water Protection Measures in Wellhead Protection Areas are adopted by reference.

- ~~(a) Restrictions Within 200 Feet. All new development other than water pumping facilities, small structures, roads, and parking shall be prohibited within two hundred (200) feet of a potable water well. Small structures may be allowed only if they are less than 1,500 square feet, connected to a sanitary sewer, and are not used for storage except for incidental storage approved by the District Administrator. Roads and parking may be allowed only if they have an impervious surface, are more than fifty (50) feet from the well, and the drainage outflow occurs at least three hundred (300) feet from the well.~~

~~(b) Restrictions Within 300 Feet. Wet retention/detention areas shall be prohibited within three hundred (300) feet of each potable water well.~~

~~(c) Restrictions Within 400 Feet. The following new development shall be prohibited within four hundred (400) feet of each potable water well:~~

~~(1) Landfills;~~

~~(2) Bulk storage of materials on the Florida Substance List;~~

~~(3) Any activities that require the storage, use, or handling of agricultural chemicals or hazardous wastes;~~

~~(4) Wastewater treatment plants and facilities, including the disposition of sludge; and~~

~~(5) Septic tanks.~~

**Section 5-40.4 Sludge Disposal.** No composting or landspreading of sludge shall be allowed until the applicant or operator can demonstrate that this activity will cause no measurable impact on surface or groundwater quality.

**Section 5-40.5 Hazardous Materials Holding.** No holding of hazardous materials shall be allowed until the applicant or operator can demonstrate that this activity will cause no measurable impact on surface or groundwater quality.

(a) Restrictions within the 100-year Flood Plain. The storage/holding of hazardous materials is prohibited within the 100-year flood plain as defined by the **RCIDCFOTD** Master Drainage Study.

(b) Restrictions within 200 Feet of Wetlands. The storage/holding of hazardous materials is prohibited within two hundred (200) feet of a Class I or Class II wetland.

## CHAPTER 5-50

### EROSION CONTROL

#### Sections:

5-50.1	Purpose
5-50.2	Compliance
5-50.3	Discharges
5-50.4	Adverse Impacts
5-50.5	Responsibilities
5-50.6	Erosion Control Plan
5-50.7	RCIDCFTOD Approvals
5-50.8	Requirements
5-50.9	General Provisions
5-50.10	Best Practices
5-50.11	Dewatering
5-50.12	Certificate of Occupancy

**Section 5-50.1 Purpose.** The purpose of this chapter, Chapter 5-50, Erosion Control, is to minimize sediment deposition into the air and/or water and to ensure compliance with erosion control laws and regulations. This will be implemented through planning and engineering reviews, pre-construction meetings, site inspections, and environmental monitoring in order to protect environmental resources while allowing responsible development. Problems caused by erosion include adverse impacts to the environment, lowered aesthetic values, regulatory agency penalties, and increased maintenance costs.

**Section 5-50.2 Compliance.** Erosion control measures are to be designed so that local, state and federal water quality standards are achieved prior to discharge from a site. Best management practices are to be incorporated during construction in accordance with F.A.C. Chapter 17-25.025(7) and other applicable statutes or codes.

**Section 5-50.3 Discharges.** All surface water discharge from the site, including dewatering discharge, shall meet state water quality standards unless temporarily exempted by specific permit conditions. Water discharges from the site shall at all times meet the minimum standard of less than 29 NTUs above background. In critical areas, additional turbidity monitoring will be required and a reduction in turbidity levels below the value stated above may be required.

**Section 5-50.4 Adverse Impacts.** All erosion, sedimentation, and turbidity measures must perform in a manner so as to minimize any adverse impact of the activities on fish, wildlife, natural environmental values, and water quality.

**Section 5-50.5 Responsibilities.** It is the responsibility of the landowner or its designee to ensure that all discharges leaving the site meet all local, state, and federal discharge standards. The landowner or its designee shall be responsible for all sediment leaving the project boundary.

**Section 5-50.6 Erosion Control Plan.** Erosion Control Plans shall be submitted and used as provided in this section:

- (a) **Contents.** Prior to any construction activities, the applicant for all projects within the RCIDCFTOD drainage basin must submit an Erosion Control Plan for review to RCIDCFTOD Planning and Engineering. The plan must detail the following:

- (1) Project description, location, and limits of construction;

- (2) Proximity to wetlands, lakes, streams and canals and/or other environmentally sensitive areas;
  - (3) Wetland impacts (if any);
  - (4) Proposed stormwater drainage system and receiving waters;
  - (5) Soil types;
  - (6) Sequence of construction;
  - (7) Construction entrance(s);
  - (8) Soil stockpile (if any);
  - (9) Fill material (if any);
  - (10) Erosion control devices;
  - (11) Maintenance schedule;
  - (12) Dewatering plan; and
  - (13) Temporary and permanent soil stabilization plan.
- (b) Minimum Standards. The measures set forth in the Erosion Control Plan are intended as the minimum standards. Any erosion control measure beyond that specified in the Plan, that is required to comply with local, state, and federal law, shall be implemented.
- (c) RCID Approval. Written approval of the Erosion Control Plan must be received from **RCIDCFTOD** before proceeding with project construction. Approval of the proposed plan by **RCIDCFTOD** does not relieve the landowner or its designee from meeting all local, state, and federal discharge standards.
- (d) Alternatives. In the event that erosion prevention and control devices shown in the Erosion Control Plan prove not to be effective, alternate methods for maintaining state water quality standards for discharge from the construction site will be required. All alternate erosion prevention and control devices must be reviewed by **RCIDCFTOD** designated compliance personnel prior to placement.

**Section 5-50.7 RCID Approvals.** All erosion prevention and control measures must be inspected and approved by **RCIDCFTOD** designated compliance personnel prior to any construction activities. Removal of these same erosion controls and prevention measures may be done only after authorization is obtained from RCID designated compliance personnel. Any deviation from this procedure may result in an immediate requirement for work stoppage.

**Section 5-50.8 Requirements.** The following provisions shall apply:

- (a) Ditch Blocks and Dams. In order to comply with the Federal National Pollutant Discharge Elimination System (NPDES) permit issued to the District ~~in 1998~~ for the operation of the Master Drainage System, also known as the Municipal Separate Stormwater System (MS4), RCID does not allow earthen ditch blocks or dams or other erodible material to be placed in live streams, canals, or active water bodies. Ditch blocks or dams must be composed of non-erodible materials. Materials commonly approved by **RCIDCFTOD** are sheet piling, portable cofferdams, inflatable water structures, and other comparable devices.

- (b) Hay Bales. Hay bales are not allowed as a perimeter erosion control device within the District.
- (c) Stabilization.
  - (1) Side slopes of water bodies without an active discharge structure shall be stabilized within forty-eight (48) hours after completing the final grade. Stabilization may consist of sodding (Bahia), hydro-seeding, ground cover with stabilization matting or fabric, or other measure as approved by **RCIDCFTOD**.
  - (2) Side slopes of flowing water bodies shall be provided with temporary seeding or equivalent soil protection for all areas that have been cleared but do not have ongoing construction. Within forty-eight (48) hours after completing final grading, side slopes shall be stabilized. Stabilization may consist of sodding (Bahia), hydro-seeding, ground cover with stabilization matting or fabric, or other measure as approved by **RCIDCFTOD**.
- (d) Site Stabilization. During site construction, the landowner or its designee, shall provide temporary seeding and mulching or equivalent soil protection for all areas that have been cleared but do not have ongoing construction. This soil protection must occur within seven (7) calendar days. ~~during the wet season (April to September) and fourteen (14) calendar days during the dry season (October to March).~~
- (e) Daily Activities. Daily inspections shall be made by the landowner or its designee to determine the effectiveness of sediment and erosion control efforts. Any necessary remedies shall be performed without delay. All sediment, erosion, and turbidity control measures shall be in working condition at the end of each workday.

**Section 5-50.9 General Provisions.** The following provisions are to be adhered to unless exempted in writing by **RCIDCFTOD** Planning and Engineering as part of the approval of the Erosion Control Plan.

- (a) Timing of Measures. Erosion and sediment control measures are to be placed prior to, or as the first step in, construction.
- (b) Sediment Control. Sediment control practices are to be applied as a perimeter defense against any transport of silt and/or turbid water off site. Erosion and sediment control using silt fences is one of the most widely used Best Management Practices during project construction. The silt fence decreases velocity of sheet flows and low-to-moderate-level channel flows. When properly installed around the perimeter, this device can effectively intercept and detain small amounts of sediment from disturbed areas during construction operations in order to prevent sediment from leaving the site.
- (c) Double Rows. A double row of trenched-in silt fence or other perimeter erosion and/or turbidity containment measure is required along natural areas within the District because these areas are of critical concern. The double rows of silt fence should be separated by at least three (3) feet to allow room for maintenance and reduce damage to the outer row during mishaps. Exceptions to the double rows may be requested from the **RCIDCFTOD** when work is in a non-critical area such as uplands or existing grassed open spaces. In these areas a single row of trenched-in silt fence may be allowed with written approval from **RCIDCFTOD** Planning and Engineering.
- (d) Installation of Fences. It is imperative that silt fences be properly installed in order to avoid compliance violations and costly delays. Proper installation consists of the following:
  - (1) Trenching-in the fabric edge four (4) inches wide by four (4) inches deep;

- (2) Installing the stakes on the downstream side of anticipated water flow;
  - (3) Attaching two (2) silt fence sections so as to become one continuous seal of fabric by rolling and wrapping;
  - (4) Driving all posts 10-12 inches into the ground and pulling tight on each section; and
  - (5) Backfilling and compacting trench fill over ground flap.
- (e) Location of Silt Fences. Silt fences shall be placed within project limits.
  - (f) Stormwater Ponds. The stormwater pond(s) shall be constructed to final elevations with all slopes stabilized and sodded immediately after the silt fence has been installed and inspected and prior to any other construction activities on the site.
  - (g) Duration for Screens and Barriers. Silt screens and turbidity barriers shall remain in place and in good condition at all locations shown in plans and as required until the construction is completed and soils are stabilized and vegetation has been established.
  - (h) Protection of Fences. Whenever practical, the landowner or its designee shall avoid creating acres of long, flat, compacted surface upgradient of silt fences. When this situation cannot be avoided, the landowner or its designee shall construct windrows or the equivalent to reduce runoff velocity in order to protect the silt fence.
  - (i) Project Materials. Materials from work on the project shall be contained and not allowed to collect in any off-perimeter areas or in waterways. These areas include both natural and man-made open ditches, streams, storm drains, lakes, ponds and wetlands.
  - (j) Inlet Protection Devices. All sediment shall be prevented from entering any stormwater drainage system through the use of inlet protection devices (i.e., sandbags, gravel and screening, boards, drainfield pipe or other protective devices).
  - (k) Materials on Roadways. All mud, dirt or other materials tracked or spilled onto existing state, county, city, or other public or private roads and facilities from a construction site shall be promptly removed by the landowner or its designee. Sediment shall not be washed or swept into any existing stormwater inlet(s).
  - (l) Permanent Measures. Permanent soil erosion control measures for all slopes, channels, ditches or any disturbed land areas shall be completed immediately after final grading. When it is not possible to permanently protect a disturbed area immediately after grading operations, temporary erosion control measures shall be installed. All temporary protection shall be maintained until permanent measures are in place and established. Temporary erosion control may consist of, but is not limited to, grass, sod, mulch, sandbags, piping, slope drains, settlement basins, artificial coverings, berms, hay bales, straw, and dust control.
  - (m) Quality of Fill. The landowner or its designee shall use clean fill, free of silt and muck, whenever possible in the project. In critical areas, such as sand beaches, testing of the material by the landowner or its designee shall be required, and test results must be submitted to **RCIDCFTOD** prior to material placement.
  - (n) Severe Rain Events. It is the responsibility of the landowner or its designee to develop contingency plans for dealing with all weather conditions, including the severe rain events

(more than two (2) inches in four (4) hours) which may occur repeatedly during the summer months.

- (o) Muck and Clay. Soils containing muck and/or clay are difficult to deal with and will often require the use of chemical treatment in order to meet acceptable discharge standards.

**Section 5-50.10 Best Practices.** **RCIDCFTOD** may elect to restrict or prohibit certain erosion control Best Management Practices due to poor performance or because the device(s) may increase environmental degradation. It is the responsibility of the landowner or its designee to inquire about these restrictions.

**Section 5-50.11 Dewatering.** Dewatering activities shall comply with the provisions of this section.

- (a) Schedule. The landowner or its designee shall prepare a schedule of dewatering for storm drainage items. The schedule will consist of estimates of points of discharge, discharge flows, site map, and dates and durations for all storm drainage items that will require dewatering. The schedule will include retention basins, weir structures, storm sewer, and other storm system components. This schedule shall be submitted to **RCIDCFTOD** Planning & Engineering for permitting of the dewatering operations prior to pumping activities. Preparation of all such permits is the responsibility of the landowner or its designee.
- (b) Discharges. Rapid discharge of large volumes of groundwater into existing surface waters can cause fishkills, algal blooms and other water quality problems due to a lack of dissolved oxygen, excessive nutrients, and/or an imbalance with respect to pH. The direct discharge of groundwater into an active surface water system (i.e., stormwater pond, canal, lake, etc.) will be reviewed on a case-by-case basis. Discharge will be allowed into a pond or impoundment not actively connected (under construction); prior to connection to the surface water system testing may be required. Dewatering activities may discharge clean water (less than 29 NTU above background) in a sheet flow over rooted vegetation.
- (c) Pumping Systems. Use of a floating intake is required on all surface-impoundment pumping systems. Fuel containment must be provided for each pump in the event of a leak or spill. This may be provided via an earthen berm covered with plastic or a double-walled factory containment system. The containment volume must be greater than fuel capacity.
- (d) Pumping Reports. Pumping reports documenting time, duration, accumulated volume, location, and type of pump used must be sent to **RCIDCFTOD** Planning & Engineering weekly. Reports are due each Monday for the previous week. Failure to properly maintain reports will result in shutdown of all pumping activities for that project.

**Section 5-50.12 Certificate of Occupancy.** The Planning and Engineering Department will recommend issuance of a certificate of occupancy pursuant to this section.

- (a) Inspection. An inspection by **RCIDCFTOD** of the stormwater system associated with all new construction is required prior to issuance of a certificate of occupancy.
- (b) Submitted Items. Prior to the inspection the applicant must provide two (2) copies of the project's stormwater system As-builts and two (2) copies of the SFWMD Construction Completion/Construction Certification forms. All copies must be signed and sealed by an engineer licensed to work within the State of Florida. The signatures and seals cannot be photocopies. No recommendation for issuance of a Certificate of Occupancy will be given until receipt of these items.



## CHAPTER 5-60

### SANITARY SEWER

#### Sections:

5-60.1	Purpose
5-60.2	General Requirements
5-60.3	Wastewater Collection Systems
5-60.4	Independent Package Plants and Septic Tanks

**Section 5-60.1 Purpose.** The purpose of this chapter, Chapter 5-60, Sanitary Sewer, is to specify the requirements for sanitary sewer and wastewater disposal throughout the District.

**Section 5-60.2 General Requirements.** The following general requirements for sanitary sewer and wastewater disposal shall apply to all development projects unless otherwise specified in this chapter. This chapter implements Section 163.3202(2)(g) F.S.

- (a) Compliance with Federal and State Law. Sanitary sewer and wastewater services shall comply with federal and state regulations. The Planning and Engineering Department shall ensure compliance with these standards.
  - (1) Sanitary sewer service shall comply with the Florida legislation entitled Sewage Disposal Facilities: Advanced and Secondary Waste Treatment (Chapter 403.086), that implements the Federal Water Pollution Control Act (PL 92-500) at the state level.
  - (2) Sanitary sewer services shall comply with state legislation (Chapter 47-6-62-600, Florida Administrative Code) and adopted regulations of FDEP.
  - (3) Coordination of wetlands, basins, refuse disposal, and a groundwater monitoring program shall be developed before rapid infiltration basins become operational in accordance with Chapter 47-4-62-610, Florida Administrative Code.
- (b) Hookup to Centralized System. All new development shall be linked to the central wastewater treatment system, except as provided in Section 5-60.4.

**Section 5-60.3 Wastewater Collection Systems.** Wastewater collection systems shall comply with the provisions of this section.

- (a) General. Every development within the District shall provide a local wastewater collection system that shall be connected to the District's main wastewater collection, treatment and re-use system, except as provided in Section 5-60.4.
- (b) Line Sizes. The local wastewater collection system shall be of sufficient size and design to receive and carry all wastewater from all buildings and structures within the development to the District's main system. The minimum gravity sanitary sewer size shall be eight (8) inches in diameter for main lines and four (4) inches for lateral lines.
- (c) Other Provisions. The local wastewater collection system shall be constructed and maintained in conformity with all applicable statutes, ordinances, and regulations of the District.

- (d) Camping Facilities. Every camping facility within the District shall connect to the central system or provide for an independent wastewater collection system. Where individual wastewater collection connections to vehicle spaces are not provided, there shall be a central collection station for servicing vehicles with self-contained wastewater systems. Such station or stations shall have wastewater connections at the rate of one (1) for each two hundred (200) spaces or fractional part thereof.

**Section 5-60.4 Independent Package Plants and Septic Tanks.** New independent package plants and individual septic tank systems shall not be permitted unless accompanied by a detailed plan that ensures that the project will be connected to the central system five (5) years after the final development order.

- (a) **Septic Tank Applications.** Septic tanks shall be allowed only for the following applications:

- (1) A residential development that meets the following criteria:
  - (i) average maximum gross density of one (1) unit per acre within the developable portion of the site;
  - (ii) the central sewer system is not available; and
  - (iii) soils are demonstrably suitable for septic tank use.
- (2) Free-standing recreational or service buildings that meet the following criteria:
  - (i) located more than one-fourth (1/4) mile from a developed area;
  - (ii) the average daily wastewater flow does not exceed one thousand (1,000) gpd;
  - (iii) the central sewer system is not available; and
  - (iv) soils are demonstrably suitable for septic tank use.
- (3) Temporary trailers used in conjunction with construction compounds, which meet the following criteria:
  - (i) the central sewer system is not available; and
  - (ii) soils are demonstrably suitable for septic tank use.

- (b) Standards.

- (1) All septic tanks shall comply with requirements of the County H.R.S. Department of the county in which the septic tank is located.
- (2) Septic tank and drainfield installations shall comply with the adopted rules of the Florida Department of Health, Division of Environmental Health (Rule No 64E-6).

## CHAPTER 5-70

### SOLID WASTE

#### Sections:

<b>5-70.1</b>	<b>Purpose</b>
<b>5-70.2</b>	<b>General Requirements</b>
<b>5-70.3</b>	<b>Hazardous Waste</b>

**Section 5-70.1 Purpose.** The purpose of this chapter, Chapter 5-70, Solid Waste, is to specify the requirements for solid waste disposal throughout the District. This chapter implements Section 163.3202(2)(g) F.S.

**Section 5-70.2 General Requirements.** The following general requirements for solid waste shall apply to all development projects unless otherwise specified in this chapter. The Planning and Engineering Department shall ensure compliance with applicable state and federal standards.

- (a) Florida Resource Recovery and Management Act. Solid waste service shall comply with the **RCIDCFTOD** Solid Waste Management Plan required by the Florida Resource Recovery and Management Act (Florida Statutes, Chapter 403.706).
- (b) FDEP Regulations. Solid waste handling and disposal shall comply with adopted regulations of FDEP (Florida Administrative Code, Chapter 62-701).
- (c) Solid Waste Management and Reduction Act. All new development that employs or houses more than ten (10) people shall be required to set aside areas for source separation of solid waste as required by the Florida Solid Waste Management and Reduction Act.
- (d) Compacting and Collection Sites. All development projects shall provide adequate space, as determined by the **RCIDCFTOD**, for solid waste compacting and collection equipment and for the collection of recyclable material.
- (e) Collection Services. All development projects shall be required to use the solid waste collection system operated by the **RCIDCFTOD**.
- (f) Disposal Sites. No solid waste disposal sites shall be located within the District except for those sites operated by the **RCIDCFTOD**.

#### **Section 5-70.3 Hazardous Materials**

(a) Holding Restrictions. The holding of hazardous materials shall be prohibited within a 100-year flood plain, within two hundred (200) feet of a wetland designated pursuant to Chapter 373 or Chapter 403 of the Florida Statutes or Chapter 404 of the Federal Water Pollution Control Act, **and within four five hundred (400500) feet of a potable water well.**

(b) Regulatory Compliance. Hazardous materials management shall comply with the Florida Resource Recovery and Management Act (Florida Statutes, Chapter 403.706) and the **RCIDCFTOD** Hazardous Waste Management Program.

## CHAPTER 5-80

### SOILS AND MINERALS

**Sections:**

<b>5-80.1</b>	<b>Purpose</b>
<b>5-80.2</b>	<b>Geotechnical Studies</b>
<b>5-80.3</b>	<b>Waterways</b>
<b>5-80.4</b>	<b>Construction Sites</b>
<b>5-80.5</b>	<b>Mineral Extraction</b>

**Section 5-80.1 Purpose.** The purpose of this chapter, Chapter 5-80, Soils and Minerals, is to protect soil and mineral resources. This chapter implements Section 163.3202(2) F.S.

**Section 5-80.2 Geotechnical Studies.** A geotechnical study shall be prepared by a licensed geotechnical engineer for development proposals on sites containing one (1) or more of the listed soils or soils identified as moderate to severe in the soil survey of the county in which the project is located.

**Section 5-80.3 Waterways.** Soil erosion along the banks of all canals and lakes shall be controlled by retaining and protecting natural vegetation, by planting vegetation that acts to hold the soil in place, or by adding materials for the purpose of side-slope stabilization. Additional measures may be required to meet state turbidity standards, as found in **Chapter 17-362-302, F.A.C.**, if the vegetative cover is not adequate to control erosion.

**Section 5-80.4 Construction Sites.**

- (a) **Turbidity of Water.** Runoff shall be controlled from construction sites in compliance with Section 5-30.5 to minimize soil erosion and ensure that the turbidity of the receiving water body does not exceed state standards as found in **Chapter 17-362-302, F.A.C.** and Federal NPDES guidelines.
- (b) **Control Measures.** All construction sites and discharges from project sites shall comply with Section 5-30.5 contained herein, Federal NPDES guidelines and **Chapter 17-362-302, F.A.C.**
- (c) **Mitigation Measures.** If any part of the project is not in compliance with the turbidity standards as determined by the **RCIDCFTOD**, construction shall cease on those parts of the project causing the noncompliance.

**Section 5-80.5 Mineral Extraction.** Mineral extraction shall be prohibited in areas designated on the Comprehensive Plan Future Land Use Map as Conservation or Public Facilities. Exceptions for Public Facilities shall be made on a temporary basis during construction or landscaping.

**CHAPTER 5-90**  
**FLORA AND FAUNA**

**Sections:**

<b>5-90.1</b>	<b>Purpose</b>
<b>5-90.2</b>	<b>General Requirements</b>
<b>5-90.3</b>	<b>Gopher Tortoise Management Program</b>
<b>5-90.4</b>	<b>Scrub Jay Habitat Protection Program</b>
<b>5-90.5</b>	<b>Bald Eagle Management Zones</b>

**Section 5-90.1 Purpose.** The purpose of this chapter, Chapter 5-90, Flora and Fauna, is to specify the requirements for protection of natural vegetative communities and species that are endangered, threatened, or of special state concern. This chapter implements Section 163.3202(2) F.S.

**Section 5-90.2 General Requirements.** State and federal standards and regulations regarding development in wetlands, and the habitat of species that are endangered, threatened, or of special state concern shall be followed within the District boundaries. The following requirements shall apply to all development unless otherwise specified in this chapter.

- (a) Compliance with Laws. The requirements of the following laws shall be adhered to and enforced by the District in its review of development proposals:
  - (1) The Bald Eagle Protection Act (16 USC 668-668d) and (50 CRFR 22);
  - (2) Section 9 of the Endangered Species Act of 1973 (16 USC 1531);
  - (3) The Migratory Bird Treaty Act (16 USC 703-711); and
  - (4) Florida Endangered and Threatened Species Act of 1977 (Section 372.072, F.S).
- (b) Protection of Natural Areas. Development in the areas designated as Conservation shall be prohibited. In areas designated as Resource Management/Recreation, removal, encroachment or alteration will be allowed only when deemed appropriate and necessary.
- (c) Protected Plant Species. ~~Unavoidable impacts to the threatened plants shown in Table 6-4 of the RCID Comprehensive Plan shall be minimized.~~ Impacts to Florida native plant species that are endangered, threatened, or commercially exploited listed on the Florida Department of Agriculture and Consumer Services website shall be minimized.
- (d) Wetland Jurisdictional Areas. Development shall minimize any impacts on wetland jurisdictional areas and shall comply with all policies related to wetlands that are included as part of Objective 3 of the Future Land Use Element of the Comprehensive Plan.

**Section 5-90.3 Gopher Tortoise Management Program.** Gopher Tortoise Management is addressed by Florida Game and Fresh Water Fish Commission Permit OSC#4. Relocation of the species to offsite Mira Lago or to sites designated for Conservation, Resource Management/Recreation, or Public Facility uses is encouraged in the event gopher tortoises are discovered on future development sites.

**Section 5-90.4 Scrub Jay Habitat Protection Program.** In the event that significant populations of the Florida Scrub Jay are determined to be present on proposed development sites, the District shall require

compliance with Florida Game and Freshwater Fish Commission mitigation requirements if impacts to a Scrub Jay nest are deemed unavoidable.

## CHAPTER 5-100

### ARCHAEOLOGICAL AND HISTORIC RESOURCES

#### Sections:

<b>5-100.1</b>	<b>Purpose</b>
<b>5-100.2</b>	<b>Survey</b>
<b>5-100.3</b>	<b>Mitigation</b>
<b>5-100.4</b>	<b>State Archaeological Sites</b>

**Section 5-100.1 Purpose.** The purpose of this chapter, Chapter 5-100, Archaeological and Historic Resources, is to specify the requirements for any development in an area encompassing a historically or archaeologically significant site. This chapter implements Section 163.3202(2) F.S.

**Section 5-100.2 Survey.** An archaeological or historical survey shall be required for any development in an area that encompasses a historically or archaeological significant site as identified in the Comprehensive Plan.

**Section 5-100.3 Mitigation.** If the project will cause damage to a unique historical or archaeological resource, the applicant shall avoid the site or incorporate the site into interpretative areas, passive recreation sites, or open space, if feasible. If this is not feasible, the applicant may be required to delay construction for up to one hundred and twenty (120) days in order that the site may be excavated, inventoried, and/or cataloged under the supervision of a licensed archeologist.

**Section 5-100.4 State Archaeological Sites.** A permit or letter to proceed from the Division of Historical Resources shall be required before disturbing any state archaeological landmark or state archaeological landmark zone designated pursuant to Section 267.11 Florida Statutes.

# ARTICLE 6 - PROCEDURES

## CHAPTER 6-10

### PROCEDURES: INTENT

#### Sections:

<b>6-10.1</b>	<b>Title and Purpose</b>
<b>6-10.2</b>	<b>Organization</b>

**Section 6-10.1 Title and Purpose.** Article 6 of the Land Development Regulations is entitled Procedures. The purpose of this article and the chapters within it is to specify the procedures for processing development applications, enforcing the Land Development Regulations, and amending the Comprehensive Plan and Land Development Regulations.

**Section 6-10.2 Organization.** Article 6 consists of the following chapters:

- (a) 6-10 Procedures: Intent
- (b) 6-20 Consistency Review
- (c) 6-30 Development Review
- (d) 6-40 Subdivision Review
- (e) 6-50 Specifications for Subdivision Plans and Plats
- (f) 6-60 Variances
- (g) 6-70 Review and Appeals
- (h) 6-80 Enforcement
- (i) 6-90 Amendment of Land Development Regulations
- (j) 6-100 Amendment of Comprehensive Plan
- (k) 6-110 (Section Number Reserved)
- (l) 6-120 Fees



## CHAPTER 6-20

### CONSISTENCY REVIEW

**Sections:**

6-20.1	Purpose
6-20.2	Applicability
6-20.3	Pre-Application Conference
6-20.4	Concept Plan
6-20.5	Consistency Determination
6-20.6	Record Keeping
6-20.7	Determination if Concurrency Review Required
6-20.8	Determination if Site Plan Review Required
6-20.9	Determination if Site Civil Review Required
<del>6-20.910</del>	<del>Determination if Environmental Review Required</del>
6-20.10	Appeals
6-20.11	Changes in Concept Plan

**Section 6-20.1 Purpose.** The purpose of this chapter, Chapter 6-20, Consistency Review, is to provide for an initial review of a development application to determine if the use is allowed by the Comprehensive Plan and what subsequent review process is applicable.

**Section 6-20.2 Applicability.** The provisions of this chapter shall apply to all development that requires a building permit, impacts pre-existing drainage patterns, involves the establishment or reconfiguration of parking areas, or has an area of disturbance larger than five (5) acres, but shall not apply to those projects described below except as specifically provided. The provisions of this chapter are in addition to any requirements for a permit from the SFWMD or any other county, state, or federal agency.

- (a) Totally Exempt. The following projects are exempt from the provisions of this chapter:
- (1) interior or exterior maintenance, rehabilitation, or replacement of existing facilities or structures, provided the use does not change and the size or capacity does not increase;
  - (2) relocation of temporary uses;
  - (3) wells and septic tanks;
  - (4) resurfacing of existing driveways, roads, and parking lots; and
  - (5) demolitions.
- (b) Administrative Review. The following projects are exempt from the provisions of this chapter except that they do require an administrative review of their height, size, and location by the Department of Planning and Engineering.
- (1) exterior signs;
  - (2) temporary construction trailers;
  - (3) fences and walls;
  - (4) nature trails constructed entirely in uplands; and

- (5) replacement structures for those that were destroyed or demolished, provided the use does not change, and the size does not increase, and its use is conforming.

**Section 6-20.3 Pre-Application Conference.** Applicants shall meet with the Department of Planning and Engineering and other affected parties (including but not limited to representatives from Energy Services, Fire Department, Building and Safety, and Environmental Affairs) as soon as possible in the development process. The Department of Planning and Engineering may waive this meeting for projects ~~he or she~~ **deems deemed** to be minor. No processing of permits of any type will be conducted until this meeting takes place or has been waived. The applicant shall provide a concept plan in portable document format (PDF) or five paper copies, prepared pursuant to Section 6-20.4, ten (10) days prior to the date of the meeting.

**Section 6-20.4 Concept Plan.** The concept plan shall include the information called for in this section:

- (a) Project Description. A project description that includes the following:
  - (1) Name of project;
  - (2) Name, address, and phone number and email of contact person;
  - (3) List of all proposed uses by use type;
  - (4) Approximate size and shape of all structures;
  - (5) Future land use designation from the Comprehensive Plan; and
  - (6) Size of the area of disturbance (acres).
- (b) Preliminary Site Plan. A preliminary site plan that includes the following:
  - (1) The boundaries of the area of disturbance and limits of construction shown on the Disney Grid or the State Plane Coordinate System;
  - (2) A surveyed point; and
  - (3) The approximate location of all structures and parking facilities.
- (c) Building Program. A building program that includes the following:
  - (1) Estimated amount of potable water consumption, including average daily demand, peak day demand, and fire flow requirement, by phase and at buildout, including all calculations;
  - (2) Estimated amount of wastewater to be generated, including average daily generation and peak day generation, by phase and at buildout, including all calculations;
  - (3) Estimated amount of solid waste to be generated, by phase and at buildout, including all calculations;
  - (4) Estimated amount of wastewater reuse consumption, including average day and peak demand, by phase and at buildout;
  - (5) Total area to be irrigated, by phase and at buildout, expressed in square feet or acres as appropriate.

- (6) Unadjusted daily and p.m. peak-hour/peak-direction trip generation characteristics at buildout;
  - (7) Total area of the development (project site) expressed in acres;
  - (8) Number of residential or guest rooms in the development; and
  - (9) Number of all required parking spaces, including disabled-person spaces.
- (d) Open Space. ~~Development shall not intrude into Open Space as designated in the RCID Open Space Map, unless an Open Space Map revision has been reviewed and approved by the District Administrator. Development shall not reduce the amount of open space below thirty (30) percent of the total acreage within the RCIDCFTOD, excluding the Wildlife Management and Conservation Area, as identified on the RCIDCFTOD Open Space Map (Figure 7.3 in the Comprehensive Plan).~~
- (e) Traffic Study. If forecasted daily peak hour traffic volumes are greater than 120 (2-way) vehicles per hour, then a traffic study may be required in which the outlined scope is subject to approval by the RCIDCFTOD. The traffic study is to mitigate any issues or concerns about driveway connections, roadway capacity, spacing criteria, and safety as it pertains to the District roadways and the supporting network.
- (ef) Other Information. Other information required by the District Administrator to make the determinations called for in this chapter.

**Section 6-20.5 Consistency Determination.** Within five (5) working days after the conclusion of the pre-application conference or the receipt of a complete concept plan, whichever occurs later, the District Administrator shall make a consistency determination and issue a Certificate of Consistency or a letter stating that a certificate cannot be issued. A Certificate of Consistency shall be issued if the proposed project complies with all of the criteria listed below:

- (a) The proposed project does not reduce the amount of open space below thirty (30) percent of the total acreage within the RCIDCFTOD, excluding the Wildlife Management and Conservation Area, as identified on the RCIDCFTOD Open Space Map;
- (b) The proposed uses are allowed by Chapter 2-20;
- (c) The proposed project does not exceed the growth standards in Chapter 3-20; and
- (d) The preliminary site plan is approved.

**Section 6-20.6 Record Keeping.** If a Certificate of Consistency is issued, the Department of Planning and Engineering shall enter the size of the development and its infrastructure requirements into a written or computerized record system for use in subsequent consistency determinations.

**Section 6-20.7 Determination if Concurrency Review Required.** Within fifteen (15) working days after the conclusion of the pre-application conference or the receipt of a complete concept plan, whichever occurs later, the District Administrator shall make a determination if a project requires a concurrency determination based on the following criteria:

- ~~(a) Traffic. A traffic concurrency review shall be required if the p.m. peak-hour, peak-direction traffic generation from the project exceeds one-tenth of one percent (0.1%) of the maximum service flow rate on any of the links to which the project has adjacent access.~~
- (ba) Potable Water. A potable water concurrency review shall be required if the project is expected to use more than thirty thousand (30,000) gallons of potable water per day;

- (eb) Wastewater. A wastewater concurrency review shall be required if the project is expected to generate more than thirty thousand (30,000) gallons of wastewater per day;
- (ec) Solid Waste. A solid waste concurrency review shall be required if the project is expected to generate more than two (2) tons of solid waste per day;
- (ed) Drainage. A drainage concurrency review shall be required if the project involves the disturbance of more than one (1) acre of land area;
- ~~(f) Parks and Recreation. A parks and recreation review shall be required if the project is expected to add more than ten (10) permanent or functional residents to the District.~~
- (ge) Scope of Determination. A concurrency review shall be conducted only for those facilities or services having infrastructure impacts that meet or exceed the standards in Subsections (a) through (fd) of this section.
- (hf) Submitted Projects Awaiting Approval. A concurrency review is not required for projects that meet both of the following criteria:
  - (1) The project has its final discretionary approval dated prior to November 15, 1991; and
  - (2) The applicant has expended substantial sums of money or incurred substantial obligations in reliance upon the final development order.
- (ig) Integrated Development Projects. A concurrency review is not required for the following projects:
  - (1) Infill projects within theme parks existing and operating on November 15, 1991, if services and facilities were originally sized for ultimate build out of the theme park; or
  - (2) Infill projects which are an integral part of a larger development project and whose traffic, water, sanitary sewer, solid waste, and drainage, ~~and parks and recreation~~ impacts were adequately addressed in the approved plans for the larger development project.
- (jh) Review Required. If a concurrency review is required, the review shall be conducted as set forth in Chapter 6-30.
- (ki) Review Not Required. If a concurrency review is not required, no further action on concurrency need be taken except that the capacity used by the approved project must be subtracted from the total capacity available for future projects.

**Section 6-20.8 Determination if Site Plan Review Required.** Within fifteen (15) working days after the conclusion of the pre-application conference or the receipt of a complete concept plan, whichever occurs later, the District Administrator shall make a determination if a project requires a site plan review in order to ensure that it complies with these Land Development Regulations.

- (a) Criteria. A site plan review is required if any of the following apply:
  - (1) The project site is more than five (5) acres;
  - (2) The project is subject to concurrency review pursuant to Section 6-20.7; or

- (3) The District Administrator determines that a proposed project has the potential of adversely impacting the environment.
- (b) Review Required. If a site plan review is required, the review shall be conducted as set forth in Chapter 6-30.
- (c) Review Not Required. If a site plan review is not required, the application shall be reviewed by the Department of Planning and Engineering to ensure that it complies with the provisions of these Land Development Regulations.

**Section 6-20.9 Determination if Site Civil Review Required.** Within fifteen (15) working days after the receipt of a complete concept plan, the District Administrator shall make a determination if a project requires a site civil review in order to ensure that it complies with these Land Development Regulations.

(a) Criteria. A site civil review is required if any of the following apply:

- (1) The project is disturbing the existing ground. In particular, changes to grading, impervious or surface properties, or any such item that could modify or impact the existing surface runoff, primary or secondary drainage systems serving an existing project area or adjacent offsite areas.
- (2) The District Administrator determines that a proposed project has the potential of adversely impacting the environment, wetland or surface waters, or the Master Drainage System.
- (3) The project is proposing maintenance activities to a stormwater management facility, storm drain system, waterbody, or any structure or item within a water body.

(b) Review Required. If a site civil review is required, the review shall be conducted as set forth in Chapter 6-30.

(c) Review Not Required. If a site civil review is not required, the application shall be reviewed by the Department of Planning and Engineering to ensure that it complies with the provisions of these Land Development Regulations.

~~**Section 6-20.910 Determination if Environmental Review Required.** Within fifteen (15) working days after the conclusion of the pre-application conference or the receipt of a complete concept plan, whichever occurs later, the District Administrator shall make a preliminary determination on what environmental review is required pursuant to Article 5 of these Land Development Regulations. This preliminary determination may be subsequently modified as more information becomes available on the project.~~

**Section 6-20.10 Appeals.** Determinations by the District Administrator, made pursuant to this chapter may be appealed pursuant to Chapter 6-70.

**Section 6-20.11 Changes in Concept Plan.** If information in the concept plan changes significantly as deemed by the District Administrator for the following items, the revised plan shall be re-submitted for review and new determinations of consistency, concurrency, site plan review, and environmental review shall be conducted as necessary. Items changed which may warrant re-submittal include: the size of structures; the location of structures; projected impacts on public facilities and services; or adverse projected impacts on the environment.

## CHAPTER 6-30

### DEVELOPMENT REVIEW

#### Sections:

6-30.1	Purpose
6-30.2	Site Plan Information
6-30.3	Site Plan Review
6-30.24	Site Civil Information
6-30.35	Site Civil Review
6-30.46	Concurrency Information
6-30.57	Timing of Concurrency Review
6-30.68	Process for Concurrency Determination
6-30.79	Determination of Concurrency
6-30.810	Availability of Potable Water, Wastewater, Solid Waste, and Drainage Facilities
6-30.9	Availability of Parks and Recreation Facilities
6-30.10	Availability of Roads
6-30.11	Period of Validity
6-30.12	Changes in Project
6-30.13	Transferability
6-30.14	Semi-Annual Reports
6-30.15	Fees
6-30.16	Appeals

**Section 6-30.1 Purpose.** The purpose of this chapter, Chapter 6-30, Development Review, is to ensure that adequate road, potable water, sanitary sewer, solid waste, and drainage, and park and recreation facilities and services are in place concurrent with the impacts of development projects, and that proposed projects comply with other provisions of these Land Development Regulations.

**Section 6-30.2 Site Plan Information.** If a site plan is required pursuant to Chapter 6-20, the applicant shall submit the information required by this section.

- (a) **Format.** All development applications shall include a site plan, signed and sealed by a professional engineer with a current license to practice in the State of Florida, on a paper copy in electronic formats acceptable to the RCIDCFTOD located on either the Walt Disney World Grid or the State Plane Coordinate System and in a computer readable medium (AutoCAD DWG format preferred) as specified by the District Administrator.
- (b) **Contents.** The site plan shall show the following:
- (1) Boundary of the project site;
  - (2) Indication of current land uses on adjacent properties;
  - (3) Existing condition of the project site;
  - (4) Final grading of the project site;
  - (5) Footprints of all structures;
  - (6) Location of landscaped areas, plazas, and other major design features;
  - (7) Landscaping and irrigation plans that comply with Chapter 4-50;

- (8) Location and geometry of all existing and proposed access points;
  - (9) Location and number of all required parking spaces, including disabled-person spaces;
  - (10) Location and size of road rights-of-way, fire lanes, transit corridors or facilities as may be appropriate, and pedestrian facilities;
  - (11) Location and size of all stormwater management facilities within the project site;
  - (12) Limits of the one hundred (100) year floodplain as defined by **RCIDCFTOD**;
  - (13) Most landward limits of the wetland jurisdiction of the SFWMD and the Army Corps of Engineers;
  - (14) Delineation of wetland buffers as required by Subsection (a)(2) of Section 5-20.8;
  - (15) Delineation of existing natural vegetation and ecological communities to be preserved and integrated into the landscaping plan, where appropriate and as feasible;
  - (16) Information related to on-site transit service such as circulation path of buses, necessary queuing areas for passengers and buses, and areas to be designated as bus stops and shelters.
- (c) Other Materials. The site plan shall be accompanied by the following:
- (1) Breakdown of pervious and impervious surface on the project site by phase and at buildout;
  - (2) Evidence that the soil conditions are suitable for the proposed project;
  - (3) **An analysis of the aquifer recharge potential of any site larger than five (5) acres (applies to new development sites);**
  - (4) Copies of potable water and wastewater permits as applicable; **and**
  - ~~(5) Copies of the FDEP completed NOI and acknowledgment letter for the NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities (also known as the CGP) for projects that are greater than one (1) acre; and~~
  - ~~(6) Any updates to the information submitted pursuant to Section 6-20.7.~~
  - ~~(7) Activities within a wetland buffer, as defined by Subsection (a)(2) of Section 5-20.8, or a Class I or Class II Wetland Area will require a RCID Environmental Impact Report. The report shall at a minimum describe the proposed project, identify and describe the types of impacts expected/proposed and their significance and identify conservation measures to minimize or compensate for adverse environmental impacts.~~
- (d) Submittal. The site plan shall be filed with the Department of Planning and Engineering. The Department shall determine if the site plan is complete within ten (10) working days after its receipt. If it is not, the applicant shall be notified immediately, and no further processing shall occur until it is made complete. This determination shall not prevent the

**RCIDCFTOD** from requesting additional information if necessary to ensure that the development complies with these Land Development Regulations.

- (e) **Distribution.** Upon a finding that the site plan is complete, the Department of Planning and Engineering shall immediately transmit one copy to the Department of Building and Safety, Reedy Creek Fire Department, Department of Environmental Services, and Reedy Creek Energy Services.

**Section 6-30.3 Site Plan Review.** The site plan review shall be coordinated by the District Administrator.

- (a) **Time Period for Action.** The District Administrator shall ensure that the review is completed within thirty (30) days after the complete site plan is submitted.
- (b) **Staff Review.** The **RCIDCFTOD** staff shall review the development review application and approve, approve with conditions, modify, modify with conditions, or deny the application based on the standards set forth in Article 4 of these Land Development Regulations.
- (c) **Findings.** Prior to issuing a Site Plan Approval, the District Administrator shall find that the development meets the following criteria:
  - (1) No health or safety hazard is created on any property within or adjacent to the **RCIDCFTOD** boundary as a result of the development; and
  - (2) The development complies with the provisions of these Land Development Regulations and is consistent with the Goals, Objectives and Policies of the Comprehensive Plan.
- (d) **Additional Reviews.** Approval of the site plan does not relieve the applicant from complying with:
  - (1) All relevant building and accessibility codes nor does it eliminate the need for the applicant to apply for and receive a building permit from the Department of Building and Safety before construction commences; **or and**
  - (2) All relevant codes and requirements of the **Reedy Creek District** Fire Department and Reedy Creek Energy Services.
- (e) **Period of Validity.** An approved site plan is effective for a period of two (2) years or the life of the building permit obtained following site plan approval, whichever is longer. If construction is not commenced within the period that the site plan is effective, no construction can take place unless there has been an extension approved by the District Administrator. Before an extension is granted, there must be compliance with all applicable site plan requirements in effect at the time of the extension request.

**Section 6-30.4 Site Civil Information.** If a site civil review is required pursuant to Chapter 6-20, the applicant shall submit the information required by this section.

- (a) **Format.** All development applications shall include an electronic submittal of the site civil construction plans signed and sealed by a professional engineer with a current license to practice in the State of Florida.
- (b) **Contents.** The site civil construction plans shall show the following:
  - (1) All applicable drainage plan items as listed in Sections 5-30.4 and 5-30.5;
  - (2) Limits of construction of the project site;



- (3) Project vertical and horizontal datum;
  - (4) Existing condition of the project site and any demolition for the proposed project;
  - (5) Property ownership boundaries;
  - (6) Site plan including all proposed impervious such as roads, driveways, structure/building footprints, parking lots, sidewalks, etc. Provide sufficient location and geometry information and associated breakdown of project land use (impervious, pervious, building, water management).
  - (7) Final grading of the project site, including all minimum finished floor elevations for structures;
  - (8) Drainage plan, showing drainage patterns (including any offsite contributing drainage), basins, and all secondary drainage system information, including any underdrains;
  - (9) Location of all existing or proposed stormwater management facilities. For proposed stormwater management facilities, sufficient detail regarding grading and outfall control structures must be provided to demonstrate consistency with any associated South Florida Water Management District (SFWMD) permit;
  - (10) Location of canals or water control structures in vicinity of project;
  - (11) Limits of the one hundred (100) year floodplain as defined by RCIDCFTOD;
  - (12) Most landward limits of the wetland and surface water jurisdiction of the SFWMD and the Army Corps of Engineers;
  - (13) Delineation of wetland buffers as required by Subsection (a)(2) of Section 5-20.8;
  - (14) Existing and proposed utility plan;
  - (15) Signal plans;
  - (16) Any traversing bridge or proposed structure (including docks) over a canal, wetland or waterbody. Required information includes structure type, proposed use, location, abutment type, associated grading, piers/pile information, low chord elevations, waterbody normal and 100-year elevation and any associated scour protection;
  - (17) Any relevant civil details associated with items shown within site civil plans to provide additional construction level detail for dimensions or specification clarification. Including but not limited to, pavement sections, sidewalk typical and riprap details.
  - (18) Erosion Control Plan;
  - (19) Any revisions to previously approved Site Civil Construction Plans for the project.
- (c) Other Materials. The site civil construction plans shall be accompanied by the following:

- (1) Drainage calculations, signed and sealed by a professional engineer with a current license to practice in the State of Florida, for all proposed primary or secondary drainage systems or proposed modifications to existing primary or secondary drainage systems to demonstrate pollution abatement and flood protection as required in Section 5-30;
- (2) Riprap sizing calculations, if applicable;
- (3) Signal warrant and timing calculations, if applicable.

(d) **Submittal.** The site civil construction plans and accompanied documents shall be filed with the Department of Planning and Engineering. Site civil review is typically performed concurrently with SFWMD agency review and Erosion Control Review.

**Section 6-30.5 Site Civil Review.** The site civil review shall be coordinated by the District Administrator.

(a) **Time Period for Action.** The District Administrator shall ensure that the review is completed within thirty (30) days after the site civil plan is submitted.

(b) **Staff Review.** The RCIDCFTOD staff shall review the development review application and approve, approve with conditions, modify, modify with conditions, or deny the application based on the standards set forth in Article 4 of these Land Development Regulations.

(c) **Findings.** Prior to issuing a Site Civil Approval, the District Administrator shall find that the development meets the following criteria:

- (1) No health or safety hazard is created on any property within or adjacent to the RCIDCFTOD boundary as a result of the development; and
- (2) The development complies with the provisions of these Land Development Regulations and is consistent with the Goals, Objectives and Policies of the Comprehensive Plan.

(d) **Additional Reviews.** Approval of the site civil plan does not relieve the applicant from complying with:

- (1) All relevant local, state or federal regulations and permits including SFWMD and NPDES criteria.
- (2) All relevant building and accessibility codes nor does it eliminate the need for the applicant to apply for and receive a building permit from the Department of Building and Safety before construction commences; and
- (3) All relevant codes and requirements of the Reedy Creek Fire Department and Reedy Creek Energy Services.
- (4) Any revisions or modifications to the approved Site Civil Plans must be resubmitted for review and approval to RCIDCFTOD Planning and Engineering.

(e) **Period of Validity.** A Site Civil Letter is effective for a period of five (5) years or the life of an associated SFWMD permit, whichever is longer. If construction is not commenced within one year, the project team may be asked by Department of Planning and Engineering to verify the approved site civil construction plans and Erosion Control Plan information is still valid at the time of a subsequent request to commence construction. No extension beyond the five year life can be approved without approval from the District Administrator and any extension of associated SFWMD permits if applicable. Before an

extension is granted, there must be compliance with all applicable site civil requirements in effect at the time of the extension request.

**Section 6-30.4 Concurrency Information.** If a concurrency review is required pursuant to Chapter 6-20, the applicant shall submit the information required by this section.

- (a) Potable Water. No information, in addition to that required by Chapter 6-20, is required for making a concurrency determination on potable water.
- (b) Wastewater. No information, in addition to that required by Chapter 6-20, is required for making a concurrency determination on wastewater.
- ~~(c) Roadway System. In addition to the requirements of Chapter 6-20, information on traffic at times other than the p.m. peak hour is required if the RCID determines that such information is necessary.~~
- (d) Solid Waste. No information, in addition to that required by Chapter 6-20, is required for making a concurrency determination on solid waste.
- (e) Drainage. No information, in addition to that required by Chapter 6-20, is required for making a concurrency determination on drainage.

**Section 6-30.5 Timing of Concurrency Review.** The applicant may request that a final concurrency determination be completed at any time after sixty (60) days have elapsed since the complete information required by Section 6-30.4 is submitted, but prior to the issuance of any building permit for the project. No ground disturbance may be undertaken and no construction may begin before the final determination is made and a Certificate of Concurrency has been issued.

**Section 6-30.6 Process for Concurrency Determination.** The RCID/CFTOD Department of Planning and Engineering is responsible for conducting the concurrency determination.

- (a) Concurrent. If the application is deemed concurrent and meets the standards in this chapter, a Certificate of Concurrency shall be issued by the District Administrator.
- (b) Not Concurrent. If the application is deemed to be not concurrent, the applicant shall be notified that a Certificate of Concurrency cannot be issued. The applicant shall be provided an opportunity to modify the project, mitigate the impacts of the development upon the public services, or provide the needed capital improvements as set forth in a development agreement.
- (c) Building Permits. No building permits shall be issued for a development project requiring a concurrency review until a Certificate of Concurrency is issued.

**Section 6-30.7 Determination of Concurrency.** The concurrency determination shall comply with the provisions of this section.

- (a) General. The concurrency determination shall be made by comparing the available capacity of a facility or service to the demand created by the proposed project. Available capacity shall be determined by adding together the total excess capacity of existing facilities and the total capacity of any new facilities which meet the previously defined concurrency standards and subtracting any capacity committed by projects that have a vested right to proceed and projects that have previously issued Certificates of Concurrency.
- (b) Level of Service Standards. An application shall be deemed concurrent only if the proposed development does not lower the level of service for the roadway system, potable

water, wastewater, solid waste, ~~and drainage, and parks and recreation~~ below the level of service standards as set forth in Chapter 3-30.

**Section 6-30.8 Availability of Potable Water, Wastewater, Solid Waste, and Drainage Facilities.** A project shall be deemed concurrent only if the proposed development does not lower the levels of service for potable water, wastewater, solid waste, and drainage below the adopted standards as set forth in Chapter 3-30 and one of the following provisions are met:

- (a) The facilities and services necessary to achieve concurrency are in place at the time a development permit is issued;
- (b) The facilities necessary to achieve concurrency are under construction at the time a development permit is issued;
- (c) The development permit is issued subject to the condition that the facilities and services necessary to achieve concurrency will be in place concurrent with the impacts of development; or
- (d) The necessary public facilities and services necessary to achieve concurrency are guaranteed in an enforceable development agreement to be in place concurrent with the impacts of development.

~~**Section 6-30.9 Availability of Parks and Recreation Facilities.** A project shall be deemed concurrent for parks and recreation only if the proposed development does not lower the level of service for parks and recreation below the adopted standards as set forth in Chapter 3-30 and one of the following provisions are met:~~

- ~~(a) Prior Provisions. Any of the provisions in Section 6-30.8 are met; or~~
- ~~(b) Provisions. Either of the following is met:~~

- ~~(1) The facilities and services necessary to achieve concurrency are the subject of a binding contract, executed at or before the time the development permit is issued, which provided for the commencement of actual construction of the required facilities or the provision of services within one year of the issuance of the development permit; or~~
- ~~(2) The facilities and services necessary to achieve concurrency are guaranteed in an enforceable development agreement which requires the commencement of actual construction of the facilities or the provision of services within one year of the issuance of the development permit.~~

~~**Section 6-30.10 Availability of Roads.** Concurrency for the roadway system shall be determined as set forth in this section.~~

- ~~(a) Determination Methodology. A project shall be deemed concurrent for the roadway system only if the traffic impacts of the proposed development does not lower the level of service for any of the concurrency management roadway links identified in the RCID Transportation Concurrency Management System Manual below the level of service standards as set forth in Chapter 3-30. This determination shall be made as follows:~~
- ~~(1) The determination shall be made using the RCID Transportation Concurrency Management System (CMS) roadway network in effect at the time the application is submitted. The CMS roadway network is described in the RCID Transportation Concurrency Management System Manual.~~

- (2) The CMS roadway network may include any improvements for which construction is scheduled to commence by the third year of the currently adopted RCID Capital Improvement Program and any improvements to be made by other public agencies within three years, provided the construction is included in an interlocal agreement or memorandum of understanding between the RCID and the agency.
- (3) The determination shall evaluate the total traffic impacts of the proposed project, existing development, proposed projects that have a Certificate of Concurrency, and proposed projects that have submitted a complete concurrency application.
- (4) The determination shall use the most recent RCID trip generation rates unless such rates are not available for the specific use(s). If RCID rates are not available, ITE (Institute of Transportation Engineers) trip generation rates will be used.
- (5) Any special distribution, routing, and internal capture factors that differ from those used in the RCID Subarea Model shall not be used unless approved by the RCID.
- (6) The determination shall evaluate the roadway network capacity availability on a link-by-link basis using the most recent capacities for each link of the roadway network, as established by the RCID. If the traffic generated by the project does not exceed the available capacity or lower the adopted level of service standard on any RCID roadway network link, the project is deemed to be concurrent.
- (7) If the traffic generated by the project exceeds the available capacity on any RCID roadway network link, mitigation techniques may be approved by the RCID to correct deficiencies in traffic capacity. If the traffic generated by the project, as mitigated, does not exceed the available capacity or lower the adopted level of service standard on any RCID roadway network link, the project is deemed to be concurrent.
- (8) The RCID shall prepare a written concurrency determination report. It shall keep at least one copy in its records and provide the applicant with at least one copy.

(b) Plan Amendment. If concurrency is based on Subsection (a)(2) of this section, a plan amendment shall be required to eliminate, defer, or delay construction of any facility or service needed to maintain the adopted LOS standard.

**Section 6-30.11 Period of Validity.** A Certificate of Concurrency shall be valid for the period as set forth in this section.

- (a) General. A Certificate of Concurrency shall remain in effect for a minimum term of thirty six (36) months. As long as both commencement of actual construction of any building structure related to the primary use of the site and continuous activity toward completion of construction occurs during such thirty-six (36) month term, the Certificate of Concurrency shall continue and remain in effect until construction is completed even if construction is not completed within such thirty-six (36) month term.
- (b) Renewal or Extension. If construction on a project ceases prior to completion and an applicant anticipates recommencing construction during the thirty-six (36) months following the date such construction ceases, an applicant may apply for and obtain an extension of the Certificate of Concurrency through completion of the project, so long as construction actually recommences within thirty-six (36) months following the cessation of construction and thereafter continuous activity towards completion of construction occurs. If at any time thereafter there are subsequent cessations of construction, an applicant may apply for additional extension periods which will be reviewed and granted by the District Administrator on a case by case basis with consideration of extenuating circumstances,

such as without limitation, unfavorable economic conditions, changes in regulations, or other mitigating circumstances.

- (c) Appeals. If a Certificate of Concurrence is issued, but approval of the project is challenged in an administrative or judicial forum, the period of time in Subsection (a) of this section shall be extended for the period required to reach a final resolution on the appeal.
- (d) Voidance. A Certificate of Concurrence may be voided as set forth in Section 6-30.12.

**Section 6-30.12 Changes in Project.** Changes in a project shall comply with the provisions of this section.

- (a) Modified Project. If a project is modified after a Certificate of Concurrence has been issued but before construction begins, the District Administrator shall require a new concurrency determination if he or she determines that the requirements for the types of infrastructure subject to the provisions of this chapter are likely to increase by five (5) percent or greater.
- (b) Voidance. If the applicant has a change in its development program, it can request that a Certificate of Concurrence be voided for a project on which construction has not commenced.

**Section 6-30.13 Transferability.** A Certificate of Concurrence may be transferred only as provided in this section.

- (a) Another Project. A Certificate of Concurrence cannot be transferred to another development project.
- (b) Another Owner. A Certificate of Concurrence shall run with the land and shall transfer to a successor in interest to the original applicant, provided the land remains within the jurisdiction of the **RCIDCFTOD**.

**Section 6-30.14 Semi-Annual Reports.** The Department of Planning and Engineering shall prepare a concurrency status report by July 1 and January 1 of each year. This report shall list the permitting activity for the previous six (6) month period and provide the status of available capacity for those services included in the concurrency management system pursuant to this chapter. The semi-annual reports shall be used in preparing the annual updates to the Capital Improvement Element of the Comprehensive Plan and Capital Improvement Program.

**Section 6-30.15 Fees.** The fee for site plan and concurrency reviews shall be as set forth in Chapter 6-120.

**Section 6-30.16 Appeals.** The decisions of the District Administrator made pursuant to this chapter may be appealed pursuant to Chapter 6-70.

## CHAPTER 6-40

### SUBDIVISION REVIEW

**Sections:**

6-40.1	Purpose
6-40.2	Application Requirements
6-40.3	Notice
6-40.4	Review Procedures: Preliminary Subdivision Plan
6-40.5	Planning Board Action: Preliminary Subdivision Plan
6-40.6	Appeal of Denial
6-40.7	Board Action: Preliminary Subdivision Plan
6-40.8	Review Procedures: Final Subdivision Plan
6-40.9	Board Action: Final Subdivision Plan
6-40.10	Plat Approval and Recording
6-40.11	Start of Construction
6-40.12	Variances, Modifications, and Waivers
6-40.13	Vacating of Plats

**Section 6-40.1 Purpose.** The purpose of this chapter, Chapter 6-40, Subdivision Review, is to provide the process for the subdivision of land by recorded plat.

**Section 6-40.2 Application Requirements.** Subdivision applications shall comply with the provisions of this section.

- (a) Initiation of Subdivision. The Board of Supervisors or the Planning Board may initiate a subdivision of land. An owner of real property or the property owner's authorized agent may initiate a subdivision of land through an application to the District Administrator.
- (b) Pre-Application Conference. An applicant shall request a pre-application conference with the Department of Planning and Engineering to discuss subdivision review, specifications for plats and subdivision plans, and subdivision standards and improvements.
- (c) Filing of Preliminary Subdivision Plan. The subdivider shall submit a preliminary subdivision plan and appropriate documentation as specified in Chapter 6-50 to the Department of Planning and Engineering.
- (d) Filing of Final Subdivision Plan. Within one (1) year upon approval of the preliminary plan, the subdivider shall submit a final subdivision plan, as specified in Chapter 6-50, to the Department of Planning and Engineering for distribution to appropriate District offices and departments. Final subdivision plans shall conform to the preliminary plan as approved. Preliminary plan approval by the Board of Supervisors shall be automatically voided if final subdivision plans are not submitted within one (1) year.
- (e) Pre-Approval Conference. Prior to final approval of a subdivision plan, the subdivider shall schedule a conference with the Department of Planning and Engineering to review the manner in which and the extent to which streets, sidewalks, water, sewer, and other utility connections or mains, piping and any other necessary physical improvements shall be installed, and the specifications thereof.
- (f) Fees. The subdivider shall pay the fees required by Chapter 6-120 upon the filing of the preliminary subdivision plan. The date for the payment of the fee is the application date.

**Section 6-40.3 Notice.** Notice shall be given in accordance with the provisions of this section.

- (a) **Notice of Property Owners by Mail.** A notice setting forth the time, place, purpose of hearing, and map or physical description of the land involved shall be sent by mail at least ten (10) days before the hearing to the following persons:
  - (1) All owners of real property subject to the subdivision of land; and
  - (2) Each property owner within three hundred (300) feet of the property subject to the subdivision of land.
- (b) **Notice in the Newspaper.** A notice setting forth the date, time, and place of the hearing shall be published approximately seven (7) days prior to the hearing date in a newspaper of general circulation in the county in which the property is located. The notice shall describe the proposed subdivision; describe the parcels, properties, or areas that are affected by the subdivision request; and provide other pertinent information in such a manner that the subdivision request and its effect(s) can be clearly identified.

**Section 6-40.4 Review Procedures: Preliminary Subdivision Plan.** Preliminary subdivision plans shall be reviewed in accordance with the provisions of this section.

- (a) **Staff Review.**
  - (1) The District Administrator shall review the plan for compliance with Chapter 6-50 and other applicable regulations and shall accept or reject the application as complete within fifteen (15) days after submittal.
  - (2) Within five (5) days after the preliminary plan has been found to be complete, the Department of Planning and Engineering shall submit the preliminary plan to Orange County or Osceola County, depending on the location of the proposed land subdivision. The Department of Planning and Engineering shall request comments from the appropriate county within fifteen (15) days after submittal.
- (b) **Staff Report.** The Department of Planning and Engineering shall prepare a staff report making recommendations to the Planning Board. The Manager shall submit the report to the Planning Board within forty-five (45) days after the preliminary plan has been found to be complete.

**Section 6-40.5 Planning Board Action: Preliminary Subdivision Plan.** The Planning Board shall take action on the preliminary subdivision map as set forth in this section.

- (a) **Hearing.** The Planning Board shall hold a public hearing within forty-five (45) days from the date the complete application was submitted to it. Failure of the Planning Board to hold a public hearing shall constitute recommendation of approval of the preliminary subdivision plan.
- (b) **Action.** The Planning Board may take action to recommend approval or deny the preliminary plan at the conclusion of the public hearing, but shall take action no later than sixty (60) days after the complete application was submitted to it. An extension of time for Planning Board action may be granted if mutually agreed upon between the applicant and the District Administrator.
- (c) **Findings.** When making its recommendation to the Board of Supervisors, for approval of a preliminary subdivision plan, the Planning Board shall, at a minimum, make the following findings of fact:



- (1) The subdivision is consistent with and promotes the intent of the Comprehensive Plan;
  - (2) The subdivision will not adversely affect other implementation programs for elements of the Comprehensive Plan; and
  - (3) The subdivision promotes the public health, safety, and welfare within the District.
- (d) Effect of Planning Board Denial. In the event the Planning Board denies a preliminary subdivision plan, that action is final unless appealed to the Board of Supervisors.
- (e) Planning Board Report. Within fifteen (15) days of the action by the Planning Board on the subdivision application, a report describing the proposed subdivision, discussion at the public hearing, and recommendation and vote of the Planning Board shall be transmitted to the Board of Supervisors. If the Planning Board does not recommend approval, it shall state why it could not make the findings in Subsection (c) of this section.

**Section 6-40.6 Appeal of Denial.** A denial action by the Planning Board made pursuant to this chapter may be appealed pursuant to Chapter 6-70.

**Section 6-40.7 Board Action: Preliminary Subdivision Plan.** The Board of Supervisors shall review the preliminary subdivision plan in accordance with the provisions of this section.

- (a) Time Period for Hearing. The Secretary of the Board of Supervisors shall schedule a public hearing before the Board on the recommendation of approval by the Planning Board. The hearing shall be scheduled within thirty (30) days of the filing of the appeal or receipt of the Planning Board's action.
- (b) Notice. The public hearing shall be noticed as required by Section 6-40.3.
- (c) Action.
  - (1) The Board of Supervisors may take action to approve the preliminary subdivision as recommended by the Planning Board if no modification of the Planning Board's recommendation is proposed.
  - (2) If the Board of Supervisors proposes a substantial modification to the recommendation of approval from the Planning Board, the proposed modification shall be referred to the Planning Board for consideration. The Planning Board shall not be required to hold a public hearing on the modification. The Planning Board shall submit a report on the proposed modification to the Board of Supervisors within forty-five (45) days from the date of referral by the Board of Supervisors. Failure to report shall be deemed a recommendation of approval. Prior to making a final decision on a substantially modified recommendation, the Board of Supervisors shall be required to conduct a second public hearing and notice this hearing pursuant to Section 6-40.3.
  - (3) When taking action on the Planning Board's recommendation, the Board of Supervisors shall make part of the record their affirmation, modification, or rejection of the findings of fact provided in the Planning Board's final recommendation, as well as any other findings of fact that the Board of Supervisors deems to be relevant.
- (d) **Majority Vote.** Action to approve the preliminary subdivision plan shall require a simple majority of the total membership of the Board.

**Section 6-40.8 Review Procedures: Final Subdivision Plan.** The District Administrator shall take action on the final subdivision plan as set forth in this section.

- (a) Final Staff Review. The Department of Planning and Engineering shall review the plan for compliance with the preliminary mapsubdivision plan.
- (b) Final Staff Report. If the final plan complies with the preliminary plan and all required public improvements have been installed or guaranteed, the Department of Planning and Engineering shall prepare a final staff report recommending approval.

**Section 6-40.9 Board Action: Final Subdivision Plan.** The Board of Supervisors shall take action on the final subdivision plan as set forth in this section.

- (a) Time Period for Hearing. The Secretary of the Board of Supervisors shall schedule a public hearing before the Board within thirty (30) days of receipt of the final staff report.
- (b) Notice. The public hearing shall be noticed as required by Section 6-40.3.
- (c) Final Action. Upon finding that all required public improvements have been installed or guaranteed and that the final plan is in compliance with the preliminary plan, the Board of Supervisors shall take final action to approve the final subdivision plan.
- (d) Majority Vote. Action to approve the final subdivision plan shall require a simple majority of the total membership of the Board.

**Section 6-40.10 Plat Approval and Recording.** All subdivisions shall be recorded as set forth in this section.

- (a) Place of Recordation. The final plat shall be recorded in the County Clerk's Office of Orange or Osceola Counties, as determined by the location of the subdivision.
- (b) Enforcement. Any final plat recorded in violation of this code shall be invalid and subject to expungement. The recording by or presentation for recording to any clerk of any circuit court of any final plat in violation of this code shall constitute a misdemeanor.

**Section 6-40.11 Start of Construction.** Construction of the subdivision prior to release of approved drawings by the District shall be limited to clearing and grubbing for construction of access areas to and within the site and to pollution control facilities required during the construction phase.

**Section 6-40.12 Variances, Modifications, and Waivers.** No variance, waiver, or modification to the subdivision regulations shall be approved except as provided in this section.

- (a) Variances. Where the Board of Supervisors finds that extraordinary hardships may result from strict compliance with the subdivision and platting regulations set forth in these Land Development Regulations, the Board may grant variances to regulations provided that such variances shall not nullify the intent and purpose of the RCIDCFTOD Comprehensive Plan.
- (b) Modifications. In cases of a plan and program for a new town, complete community, or a neighborhood unit, the Board of Supervisors may modify the subdivision and platting standards and requirements of these Land Development Regulations provided that such modifications shall be consistent with the RCIDCFTOD Comprehensive Plan.
- (c) Waivers. The Board of Supervisors may waive any or all of the subdivision regulations of these Land Development Regulations if it is determined upon reviewing the plans and data submitted by the applicant that compliance with the subdivision regulations of these regulations is not required because the said plan or plat shall not conflict with or nullify the

intent or purpose of the **RCIDCFTOD** Comprehensive Plan. If a waiver is granted, compliance with the subdivision regulations of these regulations shall not be required as long as the plan, plat, and use of the land upon which the waiver is granted shall not be altered, changed, or modified by the applicant or subsequent owner.

**Section 6-40.13 Vacating of Plats.** Plats or integrated portions or parcels of land platted within the District may be vacated in accordance with the provisions of this section.

- (a) Initiation of Vacation. The Board of Supervisors or the Planning Board may initiate a plat vacation through resolution. An owner of real property or the property owner's authorized agent may initiate a vacation through an application to the Department of Planning and Engineering.
- (b) Legal Description. The applicant shall submit a legal description of the area of vacation prepared by a licensed surveyor with an application for plat vacation.
- (c) Complete Information. No application shall be processed when the information necessary to review and decide upon it is deemed to be incomplete by the Department of Planning and Engineering. Upon acceptance of a complete application, the Department of Planning and Engineering shall submit the application and supporting documents to the Planning Board.
- (d) Recommendation by Planning Board. The Planning Board shall hold a hearing on the application after notifying the applicant as required by Section 6-40.3. The Planning Board shall make its recommendation on the application based on the provisions contained within this section. The Planning Board shall make its recommendation to the Board of Supervisors within sixty (60) days after the complete application was submitted to it. Failure of the Planning Board to make a recommendation within this time frame shall constitute a recommendation of approval.
- (e) Hearing by Board. The Board of Supervisors shall hold a public hearing on the application for vacation not less than five (5) days nor more than forty-five (45) days after the notice is first published.
- (f) Final Action by Board. If, upon public hearing, the Board is satisfied that the public will not be materially injured by the proposed vacation, it shall order the plat or integrated portions or parcels of land platted vacated. The Board may make the order conditional, and the order becomes effective only upon fulfillment of the conditions prescribed.
- (g) Majority Vote. Final action to approve the vacation shall require a simple majority of the total membership of the Board. Upon approval by the Board of the vacating of a plat, the approval to such vacating shall not be required by any other body, authority, or agency of Orange or Osceola County or political subdivision thereof.
- (h) Payments. In any vacation of plats or integrated portions or parcels of platted land, the Board may require the payment of all taxes and assessments and the redemption from the redemption from all outstanding sales taxes, including those within other political subdivisions (Orange and Osceola Counties).
- (i) Reservations. In any vacation of plats or integrated portions or parcels of platted land, the Board may reserve and except therefrom any easements, rights, or interests therein which it deems desirable for the use of the District of any public utility.
- (j) Consistency with Plan. No procedures or approvals that are provided for in this section may be in contravention to the **RCIDCFTOD** Comprehensive Plan.

- (k) Reapplication. When an application for vacation has been denied, a subsequent application for the same vacation shall not be submitted for the next six (6) months commencing from the date of the final action by the Board of Supervisors.

## CHAPTER 6-50

### SPECIFICATIONS FOR SUBDIVISION PLANS AND PLATS

#### Sections:

6-50.1	Purpose
6-50.2	Land Use Category
6-50.3	Preliminary Plans: Preparation
6-50.4	Preliminary Plans: Contents
6-50.5	Final Subdivision Plans
6-50.6	Platting Requirements

**Section 6-50.1 Purpose.** The purpose of this chapter, Chapter 6-50, Specification for Subdivision Plans and Plats, is to specify the requirements regarding the approval of plans and plats.

**Section 6-50.2 Land Use Category.** All property being subdivided shall be in the appropriate land use category for the land uses being proposed.

**Section 6-50.3 Preliminary Plans: Preparation.** Two (2) copies of preliminary plans shall be submitted, drawn to minimum scale of one inch equals one hundred feet (1" = 100'). Preliminary plans shall be prepared by a registered land surveyor in accordance with Chapter 177, Florida Statutes. A registered civil engineer or landscape architect licensed to practice in the State of Florida, or a professional planner may assist in the preparation of a preliminary plans.

**Section 6-50.4 Preliminary Plans: Contents.** All preliminary subdivision plans shall include, when applicable, the information required by this section. Specific subdivision standards and improvements are set forth in Chapter 6-40. A combined site plan and preliminary plan may be submitted, provided the requirements of Section 6-30.2 and this section are met.

- (a) **General.** Proposed subdivision name and any previous or former subdivision name, north arrow, scale, date, section, township and range, and the appropriate County Property Appraiser's parcel number(s) shall be provided.
- (b) **Owner.** Name, address, and telephone number of the owner and/or developer shall be provided. Where a corporation or company is the owner, the name and address of the president and secretary shall be shown.
- (c) **Preparers.** Name, business address, and telephone number of the surveyor, engineer, and other consultants involved in plan preparation shall be provided.
- (d) **Vicinity Map.** A general vicinity map shall be included, showing the site in relation to existing roads and development.
- (e) **Legal Description.** Legal description of the tract to be subdivided, boundary survey, tract dimensions, lot and block designations, and location and description of existing and proposed permanent reference monuments shall be provided.
- (f) **Property Lines.** All existing and proposed property lines with approximate dimensions shall be included.
- (g) **Topographic Study.** A recent topographic study of existing conditions shall be provided based on United States Coast and Geodetic Survey, Mean Sea Level (MSL) Datum, National Oceanographic Survey contoured to an interval of one (1) foot. The survey shall

include the proposed plat area plus adjacent lands within a minimum of one hundred (100) feet of the boundaries thereof.

- (h) Abutting Property. Names of all adjacent subdivisions, uses on all adjacent property, and location of adjacent platted lots and parcel lines within one hundred (100) feet shall be included, including those within other political subdivisions (Orange and Osceola Counties).
- (i) Size. Area of the tract, number of lots and/or blocks, and number of dwelling units shall be included.
- (j) Uses. Amount of area devoted to and location of all existing and proposed land uses, including schools, open space, parks, recreation areas, churches, and residential and commercial uses shall be included.
- (k) Phasing. Approximate phasing of the project, if applicable, shall be provided.
- (l) Natural Resources. Location of natural water bodies, wetlands, flood plains, native vegetative communities, and wildlife habitats shall be provided.
- (m) Vegetation Removed. A plat or aerial photograph shall be provided at the same scale as the layout plan and of sufficient detail to indicate all groupings of native vegetation proposed to be removed.
- (n) Access. Location, names, and width of existing and proposed streets, accesses to the parcel, highways, easements, sidewalks/bikeways, building lines, alleys, and parks and other open public spaces shall be provided for the tract being subdivided and adjacent property.
- (o) Vacation. The location of any proposed vacations of streets, easements, public ways, or places shall be provided.
- (p) Trip Generation. The projected Average Daily Traffic (ADT) from the development shall be provided based upon trip generation rates contained in the Institute of Transportation Engineers (ITE) Manual, unless other standards are justified and approved.
- (q) Drainage. Existing and proposed major drainage patterns, drainage courses, and easements.
- (r) Drainage Documents. Legal documents shall be provided for all off-site drainage rights-of-way and easements.
- (s) Floodplain. One-hundred (100) year flood elevation data shall be provided for all subdivisions within a floodplain.
- (t) Borrow Pits. Preliminary grades and quantities shall be provided for proposed borrow operations.
- (u) Stormwater. A stormwater management plan shall be provided with a schematic diagram of the proposed stormwater collection system, method of pollution control, and stormwater retention/detention with preliminary calculations as to pond sizing. The direction of flow for all surface drainage and existing storm sewers on or abutting the tract shall be shown.
- (v) Utility Structure. The location of any underground or overhead utilities, culverts, and drains on the property to be subdivided and within two hundred (200) feet of the proposed plat boundary shall be provided.

- (w) Utility Facilities. Location of the nearest available public water supply, sewage disposal system, and the proposed tie-in points shall be provided.
- (x) Easements. The boundaries of proposed utility easements over or under private property shall be provided. Such easements shall provide satisfactory access to an existing public right-of-way or other public open space for maintenance or other activities by utility companies. Drainage easements shall also be shown.
- (y) Common-Area Documents. Preliminary drafts of any legal documents necessary to the control of ownership and maintenance of common areas.
- (z) Protective Covenants. Data on existing and proposed protective covenants shall be provided.

**Section 6-50.5 Final Subdivision Plans.** All final subdivision plans shall contain, at a minimum, the information required by this section. Final subdivision plans and supporting documents submitted to the Department of Planning and Engineering for review and approval shall bear the date, seal, and signature of the project engineer responsible for the development. A minimum of five (5) copies of the final subdivision plans and specifications for paving, drainage, utility system, and other improvements shall be submitted and approved prior to the commencement of construction.

- (a) Distribution Systems. Plan and profile of all streets, storm sewers, sanitary sewers, and outfall ditches shall be provided.
- (b) Grading Plan. Grading plan showing original and final contours at one-foot intervals shall be provided. Final contours may be omitted if sufficient information, such as pad elevations and spot elevations, is provided to show final detailed grading in all areas, with particular emphasis on the periphery of the property and areas around lakes and along water course. Pollution abatement swales shall be provided upland of streams and canals and the normal high water elevation on all lakes.
- (c) Water. Water distribution facilities, including off-site main extensions and proposed treatment plant, if applicable, shall be provided.
- (d) Sanitary Sewer. Sanitary sewage facilities, including collection systems, lift stations, and wastewater treatment plant facilities, if applicable, shall be provided.
- (e) Stormwater. Stormwater management plan that complies with Chapter 5-30 shall be provided.
- (f) Soils. Soils profiles prepared under the supervision of a registered geotechnical engineer or engineering geologist shall be provided. The soils profiles shall include soil borings along street centerlines and utility easements (for primary utilities) along with standard classifications and high/low seasonal water table elevations.
- (g) Conservation Areas. All identified conservation areas which are to be retained shall be shown as a separate tract or as an easement over affected portions of a lot and noted as a "conservation easement." Provisions are to be noted on the plat or in accompanying recorded documents delineating ownership and maintenance responsibilities. Additionally, a "dedication of development rights," which formally grants the District all future development rights on the easements and tracts, shall be provided and recorded along with the recording of the plat.
- (h) Landscape and Screening. Landscaping and screening details, if applicable, shall be provided.

- (i) Sidewalk and Bikeways. Location and width of sidewalks and bikeways, if applicable, shall be provided.
- (j) Calculations. Engineering calculations in support of proposed plans and specifications shall be provided.

**Section 6-50.6 Platting Requirements.** Final subdivision plans if platted shall comply with the provisions of this section.

- (a) General. The following provisions shall apply:
  - (1) The final subdivision plat shall be drawn with permanent black drawing ink on mylar or equally durable material, using sheet twenty-four (24) inches by thirty (30) inches;
  - (2) Plats shall meet all the requirements of F.S. Ch. 177, F.S. Sec. 472.027 and F.A.C. Ch. 5J-17, and shall be so certified by a land surveyor registered in the State;
  - (3) If previously platted lands are proposed for replatting, it will be necessary that the existing plat, or portion thereof, be vacated pursuant to Chapter 6-40, prior to or concurrent with approval of the new plat by the Board of Supervisors; and
  - (4) The requirements of this subsection also shall be met by the final subdivision plat.
- (b) Estimated Costs. A construction cost estimate shall be submitted, providing the estimated cost of installing all improvements. Such estimates shall be prepared by the project engineer and shall be based upon recent bid information. As an alternative, bids of two reputable contractors or a copy of an executed contract for the installation of the improvements may be submitted.
- (c) Surety for Improvements. When platting is proposed prior to completion of construction, the District Administrator may require subdivider to submit to the District a surety bond or cash deposits acceptable to the Board of Supervisors. The above sureties shall cover the cost of all public improvements. One (1) of the following alternatives may be used upon approval by the Board of Supervisors:
  - (1) Submit a surety bond executed by a company authorized to do business in the State that is satisfactory to the Board of Supervisors payable to the District. Such bond shall be in the penal sum of an amount equal to one hundred fifteen (115) percent of the estimated cost.
  - (2) Deposit cash in an escrow account in an amount equal to one hundred fifteen (115) percent of the estimated cost.
  - (3) Record a developer's agreement acceptable to the Board of Supervisors which commits the developer and/or financial institution to comply with these regulations.
  - (4) Submit an irrevocable letter of credit from a financial institution doing business in the State, acceptable to the Board of Supervisors. Such irrevocable letter of credit shall be in the penal sum of one hundred fifteen (115) percent of the estimated costs.
  - (5) Any other alternative acceptable to the Board of Supervisors.



(d) Dedication. All dedications of land required for public purposes shall be dedicated at no cost to the District or other appropriate jurisdictional authority. If the property is encumbered by a mortgage, the owner and mortgage shall join in the dedication or in some other manner subordinate the mortgagee's interest to the dedication of the public property.

(e) Certificate of Payment of Taxes. Certification shall be required showing that all due taxes have been paid in full and all tax certificates against the land have been redeemed.

(f) Tax Escrow Receipt. A receipt indicating escrow of the current year's taxes shall be submitted.

(g) Certificate of Title and Encumbrances. Title certification shall be provided as required by F.S. Ch. 177, as amended.

(h) School or Other Public Site. The applicant shall provide one (1) copy of the executed deed or other conveyance documents and/or any agreements regarding the dedication or reservation of any school, park or other public site to the District.

(i) MSTU Requests. Letters requesting creation of Municipal Service Taxing Units (MSTU's) for street lights, retention ponds or other uses shall be submitted if required.

(j) Outstanding Liens. Any capital improvement liens existing on a parcel being subdivided, must be paid in full as a prerequisite of plat approval.

(k) Deed Restrictions. The subdivider shall provide one (1) copy of all deed restrictions affecting the subdivision.

## CHAPTER 6-60

### VARIANCES

#### Sections:

6-60.1	Purpose
6-60.2	Requirements for Application
6-60.3	Review Procedures
6-60.4	Notice
6-60.5	Planning Board Action
6-60.6	Appeals
6-60.7	Wait on Denials
6-60.8	Modification
6-60.9	Expiration
6-60.10	Revocation

**Section 6-60.1 Purpose.** The purpose of this chapter, Chapter 6-60, Variances, is to provide a means of altering the requirements of these Land Development Regulations in specific instances where the strict application of the requirements would deprive a property of privileges enjoyed by other properties in the vicinity and under identical land use categories because of special circumstances applicable to the property involved.

**Section 6-60.2 Requirements for Application.** Variance applications shall comply with the provisions of this section.

- (a) Applicant. Applications for variances may be initiated by the property owner or a property owner's authorized agent.
- (b) Place to be Filed. Applications shall be filed with the District Administrator.
- (c) Site Description. A request for a variance shall include a site description which clearly delineates the locations and extent of the regulation to be varied.
- (d) Evidence for Findings. The applicant shall provide evidence showing how the findings required by Section 6-60.5 can be met.
- (e) Fees. A fee, as specified in Chapter 6-120, shall be required.
- (f) Completeness. No variance shall be processed until the information necessary to review and decide upon the proposed variance is deemed complete by the District Administrator.

**Section 6-60.3 Review Procedures.** The District Administrator shall review variances in accordance with the provisions of this section.

- (a) Transmittal. The Department of Planning and Engineering shall transmit the variance to other RCID departments, as appropriate.
- (b) General Provisions. The Department of Planning and Engineering shall prepare a staff report and submit it, together with the request for a variance to the Planning Board. The Planning Board shall conduct a public hearing, with notification, for the purpose of receiving oral and written evidence relative to the application. The evidence shall be reviewed to determine if the application is consistent with existing policies, standards, and required findings.

- (c) Concurrent Processing of Applications. If a proposed project requires a site plan review in addition to a variance, the applications shall be filed at the same time and processed concurrently. The time periods for hearings and actions shall be those for the development review.
- (d) Time Period for Hearing. The public hearing shall be held within thirty (30) days from the date of acceptance of the complete application.
- (e) Time Period for Action. The Planning Board may take action on the proposed variance at the conclusion of the public hearing, but shall take action no later than forty-five (45) days after the complete application was accepted. An extension of time for action may be granted if mutually agreed upon between the applicant and Chair of the Planning Board.

**Section 6-60.4 Notice.** Notice shall be given in accordance with the provisions of this section.

- (a) Notice of Property Owners by Mail. A notice setting forth the time, place, purpose of hearing, and map or physical description of the land involved shall be sent by mail at least ten (10) days before the meeting to the following persons:
  - (1) All owners of real property subject to the variance; and
  - (2) Each property owner within three hundred (300) feet of the property subject to the variance.
- (b) Notice in the Newspaper. A notice setting forth the date, time, and place shall be published not less than ten (10) days prior to the hearing date in a newspaper of general circulation in the county in which the property is located. The notice shall describe the proposed variance request; describe the parcels, properties, or areas that are affected by the variance request; and provide other pertinent information in such a manner that the variance request and its effect(s) can be clearly identified.

**Section 6-60.5 Planning Board Action**

- (a) Action. The Planning Board may take action to approve, approve with conditions, modify, modify with conditions, or deny the variance request.
- (b) Findings. Prior to approving an application for a variance, the Planning Board shall make written findings supporting a determination that the following are true:
  - (1) The variance does not detract from the public health, safety, and welfare within the District;
  - (2) Because of the special circumstances applicable to the property, including size, shape, topography, location, or surroundings, the strict application of the regulation deprives the property of privileges enjoyed by other property in the vicinity and under identical circumstances; and
  - (3) The variance will not authorize a use or activity which is not otherwise expressly authorized by the regulations governing the property in question.
- (c) Effective Date of Action. Action on the variance application, unless otherwise specified, shall be effective upon expiration of the appeal period.

- (d) Copy of Decision. The District Administrator shall send a copy of the final decision to other RCID Departments, as appropriate, within three (3) days of the effective date of the variance.

**Section 6-60.6 Appeals.** The decision of the Planning Board may be appealed pursuant to Chapter 6-70.

**Section 6-60.7 Wait on Denials.** After the denial of a variance, no application for a variance from the same or a similar regulation may be accepted for six (6) months immediately following the denial. This section shall not apply to applications denied without prejudice, which may be refiled within six (6) months.

**Section 6-60.8 Modification.** Modification of the terms of the approved variance itself or the waiver or alteration of conditions imposed incident to the granting of the variance shall require a new application following the same procedure required for an initial variance.

**Section 6-60.9 Expiration.** A variance shall expire as provided in this section.

- (a) Time Period. A variance shall expire and become null and void at the time specified therein. If no time is specified, the variance shall expire and become null and void in five (5) years if any required building permit associated with the variance has not been applied for or, if applied for and issued, has lapsed and become void.
- (b) Discontinuance. A variance shall expire and become null and void twelve (12) months after the purpose for which it was granted has been discontinued or abandoned.

**Section 6-60.10 Revocation.** Revocation of a variance shall be subject to the requirements of this section.

- (a) Initiation of Action. The District Administrator or the Planning Board may initiate an action to revoke a variance.
- (b) Grounds for Revocation. A variance may be revoked pursuant to the provisions of this section upon a findings of any one (1) or more of the following grounds:
  - (1) That the variance approval was obtained or extended by fraud; or
  - (2) That one (1) or more of the conditions upon which such development approval was granted have been violated.
- (c) Planning Board Public Hearing. The Planning Board shall hold a public hearing upon the revocation of the variance. The hearing shall be noticed in accordance with Section 6-60.4. The Planning Board shall make a decision based on any one or more of the ground listed in Subsection (b) of this section. The decision of the Planning Board may be appealed pursuant to Chapter 6-70.

## CHAPTER 6-70

### REVIEW AND APPEALS

**Sections:**

<b>6-70.1</b>	<b>Purpose</b>
<b>6-70.2</b>	<b>Administrative Review</b>
<b>6-70.3</b>	<b>Formal Appeal</b>
<b>6-70.4</b>	<b>Submittal</b>
<b>6-70.5</b>	<b>Notices</b>
<b>6-70.6</b>	<b>Public Hearing</b>

**Section 6-70.1 Purpose.** The purpose of this chapter, Chapter 6-70, Review and Appeals, is to set forth the procedure for reviewing a decision of a department manager or appealing a decision of the District Administrator or Planning Board.

**Section 6-70.2 Administrative Review.** Any person aggrieved by a decision of the Planning and Engineering Department with respect to these Land Development Regulations may request an administrative review by the District Administrator pursuant to the provisions of this section.

- (a) Time Limits. The review shall be requested within five (5) working days after the decision under consideration was made.
- (b) Review Meeting. Within fifteen (15) days after the request, the District Administrator shall convene a meeting consisting of himself or herself, manager of the department whose decision is being appealed, primary staff person on the matter, applicant, and party filing the appeal. During the meeting, the District Administrator shall offer all participants the opportunity to express their views and ask and answer questions.
- (c) Decision. Within five (5) working days after the meeting, the District Administrator shall render a decision. The original decision shall be reversed only if the District Administrator finds that it was not in accordance with the Land Development Regulations.
- (d) Effect. If the District Administrator modifies or reverses the original decision, the original decision shall be vacated and the District Administrator's decision made a part of the record.

**Section 6-70.3 Formal Appeal.** Any person aggrieved by any decision of the District Administrator or Planning Board with respect to these Land Development Regulations may file a notice of appeal to the Board of Supervisors within fifteen (15) days after such decision is rendered.

**Section 6-70.4 Submittal.** The notice of appeal shall be submitted to the District Administrator who shall process such notice.

**Section 6-70.5 Notices.** The following notice procedures shall govern an appeal:

- (a) Notice to the Board. The District Administrator shall promptly deliver a copy of the notice of appeal to the Secretary of the Board of Supervisors, and shall transmit to the Board all papers, photographs, and exhibits constituting the record upon which the action appealed from was taken, or properly certified copies thereof in lieu of originals, as the Board may elect.

- (b) Notice to other Parties. Upon the filing of the notice of appeal, the District Administrator shall promptly mail a copy of such notice by U.S. mail, postage prepaid, to the original applicant, to the owner or person having legal interest in the subject property, to the owners of abutting property whose names shall be furnished by the person who filed the original appeal, to any person requesting such notice, and to the attorney for the District.
- (c) Notice of Hearing. The District Administrator shall give to the parties in Subsection (b) of this section at least fourteen (14) days notice of the date, time, place, and purpose of the public hearing on the appeal.

#### **Section 6-70.6 Public Hearing.**

- (a) Open Meetings. Meetings of the Board of Supervisors shall be open to the public. Any party may appear in person, or by agent or attorney, to testify.
- (b) Testimony and Evidence. The Board of Supervisors shall hear the testimony of witnesses and other evidence offered by the aggrieved person and interested parties to the appeal and may, in conformity with these regulations and rules adopted thereunder, reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination.
- (c) Time Period for Decision. The Board of Supervisors shall render its decision on the appeal within thirty (30) days after the filing of the notice of appeal. For good cause, the Board of Supervisors may extend the time for holding its hearing and rendering its decision to a time certain provided notice is given to all parties to whom notice of such hearing is required pursuant to Section 6-70.4.
- (d) Stay of Proceedings. An appeal to the Board of Supervisors shall stay all proceedings concerning appeal unless the District Administrator shall certify to the Board of Supervisors that, by reason of the facts stated in the notice of appeal, a stay would cause imminent peril to life or property. In such cases, proceedings shall not be stayed otherwise than by restraining order, which may be granted by the Board of Supervisors on due cause shown.
- (e) Minutes and Records. The Board of Supervisors shall keep minutes of the hearing, showing the vote of each member, and shall file such minutes and records in the office of the District Administrator.

## CHAPTER 6-80

### ENFORCEMENT

#### Sections:

6-80.1	Purpose
6-80.2	Responsibility for Enforcement
6-80.3	Applicability
6-80.4	Enforcement Procedures
6-80.5	Immediate Threat
6-80.6	Penalties
6-80.7	Remedies

**Section 6-80.1 Purpose.** The purpose of this chapter, Chapter 6-80, Enforcement, is to provide the process for the enforcement of the Land Development Regulations.

**Section 6-80.2 Responsibility for Enforcement.** All officials charged with the issuance of licenses and permits, department managers, and the District Administrator shall enforce the provisions of the Land Development Regulations.

**Section 6-80.3 Applicability.** Any building or structure erected or maintained or any use of property contrary to the provisions of the Land Development Regulations shall be and is hereby declared to be unlawful and a public nuisance.

**Section 6-80.4 Enforcement Procedures.** The following procedures shall apply to enforce the provisions of the Land Development Regulations in those situations involving a violation, but when an immediate threat to the health, safety, and/or welfare of the public does not exist.

- (a) **Order to Comply.** In the event of a violation of the Land Development Regulations, any of the persons listed in Section 6-80.2 may deliver to the person or persons in violation of the Land Development Regulations an order to comply with the provisions of the Land Development Regulations within twenty (20) days of receipt of the order to comply.
- (b) **Failure to Comply.** Upon failure of any person in violation of the Land Development Regulations to comply, any of the persons listed in Section 6-80.2 shall notify the Board of Supervisors.
  - (1) The Board of Supervisors shall hold a public hearing with notice sent to the alleged violator by certified mail, return receipt requested, or by personal service.
  - (2) If the Board finds a violation, it shall issue an order to comply by a date certain and a fine, not to exceed two hundred fifty (250) dollars per day for each day the violation continues beyond the specified compliance date. In addition, the Board shall direct that until the violation has been corrected the violator shall not proceed on the project except to correct the violation and the RCID shall not issue any subsequent permits for the project.
  - (3) If the violation is not corrected by the specified date, the RCID may institute any appropriate civil and/or criminal action in any appropriate court to prevent a further violation, or correct or abate the violation.

**Section 6-80.5 Immediate Threat.** The following procedures shall apply to enforce the provisions of the Land Development Regulations when an immediate threat to the health, safety, and/or welfare of the public exists.

- (a) **Immediate Action.** In the event of a violation of the Land Development Regulations that is deemed by the District Administrator to be an immediate threat to the health, safety, or welfare of the public, any of the persons listed in Section 6-80.2 shall deliver to the person or persons in violation of this chapter an order to comply with the provisions of this chapter immediately. The order to comply may provide for the complete or partial cessation of activities that create the immediate threat to the health, safety, or welfare of the public.
- (b) **Enjoining Activity.** Upon failure of any person in violation of the Land Development Regulations to comply with an order issued pursuant to a finding that an immediate threat to the health, safety, or welfare of the public exists, the District Administrator may immediately request the appropriate legal authority to seek and have issued by a court of appropriate jurisdiction an order enjoining the complete or partial operation that creates the immediate threat to health, safety, or welfare of the public.

**Section 6-80.6 Penalties.** The penalties set forth in this section shall apply to violations of the Land Development Regulations.

- (a) **Misdemeanor.** Any person, whether as principal, agent, employee, or otherwise, violating any provision of the Land Development Regulations or violating or failing to comply with any other or regulation made thereunder, is guilty of a misdemeanor, and upon conviction thereof shall be subject to fine and/or imprisonment as provided by law.
- (b) **Separate Offense.** Such person as defined by Subsection (a) of this section shall be deemed guilty of a separate offense for each day during which such violation of the Land Development Regulations continues.

**Section 6-80.7 Remedies.** All remedies provided for the Land Development Regulations shall be cumulative and not exclusive. The conviction and punishment of any person shall not relieve such person from the responsibilities of correcting prohibited conditions or removing prohibited buildings, structures, or improvements nor prevent the enforced correction or removal thereof.



## CHAPTER 6-90

### AMENDMENT OF LAND DEVELOPMENT REGULATIONS

#### Sections:

6-90.1	Purpose
6-90.2	Requirements for Application
6-90.3	Review Procedures
6-90.4	Notice
6-90.5	Planning Board Action
6-90.6	Appeal of Denial
6-90.7	Action by Board
6-90.8	Effective Date
6-90.9	Wait on Denials
6-90.10	Modification

**Section 6-90.1 Purpose.** The purpose of this chapter, Chapter 6-90, Amendment of Land Development Regulations, is to provide the method for amending the RCID Land Development Regulations.

**Section 6-90.2 Requirements for Application.** Amendment applications shall comply with the provisions of this section.

- (a) Initiation of Amendment. The Board of Supervisors or the Planning Board may initiate an amendment through resolution. An owner of real property or the property owner's authorized agent may initiate an amendment through an application to the Planning and Engineering Department.
- (b) Description. A description of the amendment shall be included with the amendment application. Text amendments shall be shown by striking through old language and underlining new language.
- (c) Fees. A fee, as specified in Chapter 6-120, shall be required.
- (d) Completeness. No amendment to the Land Development Regulations shall be processed until the information necessary to review and decide upon the proposed amendment is deemed complete by the District Administrator.

**Section 6-90.3 Review Procedures.** The Planning Board shall review an amendment to the Land Development Regulations in accordance with the provisions of this section.

- (a) General Provisions. The District Administrator shall prepare an analysis of the proposed amendment. The Planning Board shall then conduct at least one (1) public hearing with notification for the purpose of receiving oral and written evidence relative to the application.
- (b) Concurrent Processing of Applications. If a proposed project requires a development review and/or variance in addition to an amendment, the applications shall be filed at the same time and processed concurrently. If more than one (1) review authority is involved, the District Administrator shall determine the sequence for action by the review authorities.
- (c) Time Period for Hearing. Public hearings conducted by the Planning Board shall be held within ninety (90) days from the date the resolution was adopted or the complete application was accepted.

- (d) Time Period for Action. The Planning Board may take action on the proposed amendment at the conclusion of the public hearing, but shall take action no later than one-hundred and twenty (120) days after the resolution was adopted or the complete application was accepted. An extension of time for Planning Board action may be granted if mutually agreed upon between the applicant and the District Administrator.

**Section 6-90.4 Notice.**

- (a) District. In accordance with Chapter 2023-05, Laws of Florida, a single reading and public hearing on a resolution proposing an amendment is required to amend the Land Development Regulations. A notice of intent to adopt a resolution proposing an amendment to the Land Development Regulations will be published in a newspaper of general circulation at least ten (10) days before the public hearing on such resolution. The Board of Supervisors may conduct a single public hearing on a resolution proposing amendments to the Land Development Regulations and serve in both its capacities as the local planning agency and the governing body of the District during such public hearing.
- (b) City. For any proposed amendments to land development regulations within the City of Lake Buena Vista or City of Bay Lake, such cities will provide the District Board of Supervisors a copy of the proposed amendments at least sixty (60) days in advance of conducting the first reading and public hearing on an ordinance adopting such amendments along with a written summary of the purpose and intent of such proposed amendment and explaining why such amendments are more stringent than and not in conflict with the District's Land Development Regulations. As municipalities, the City of Lake Buena Vista and City of Bay Lake are required to comply with the notice and ordinance adoption procedures of Section 166.041, Florida Statutes for considering any amendments to land development regulations within their jurisdictions. Further, the City of Lake Buena Vista and City of Bay Lake are required to send to the District Board of Supervisors written notice of the time, date and place of the readings and public hearings on any ordinance adopting changes to land development regulations at least fifteen (15) days in advance of such readings and public hearings.

**Section 6-90.5 Planning Board Action.** The Planning Board shall take action on the amendment in accordance with the provisions of this section.

- (a) Action. The Planning Board may take action to recommend approval or deny the amendment request. A recommendation of approval of an amendment request shall be by resolution. Failure of the Planning Board to hold a public hearing or take action within the time frames provided in Subsections (c) and (d) of Section 6-90.3 shall constitute recommendation of approval of the amendment application.
- (b) Findings. When making its recommendation to the Board of Supervisors for approval of an amendment, the Planning Board shall, at a minimum, make the following findings of fact:
- (1) The amendment is consistent with and promotes the intent of the Comprehensive Plan;
  - (2) The amendment will not adversely affect other implementation programs for elements of the Comprehensive Plan; and
  - (3) The amendment promotes the public health, safety, and welfare within the District.
- (c) Effect of Planning Board Denial. In the event the Planning Board denies an amendment application, that action is final unless appealed to the Board of Supervisors.

- (d) Planning Board Report. Within fourteen (14) days of the action by the Planning Board on the amendment, a report describing the amendment, discussion at the public hearing, and recommendation and vote of the Planning Board shall be transmitted to the Board of Supervisors. If the Planning Board does not recommend approval, it shall state why it could not make the findings in Subsection (b) of this section.

**Section 6-90.6 Appeal of Denial.** A denial action of the Planning Board made pursuant to this chapter may be appealed pursuant to Chapter 6-70.

**Section 6-90.7 Action by Board.** If the Planning Board has recommended approval, the Board of Supervisors shall review the amendment in accordance with the provisions of this section.

- (a) Time Period for Hearing. The Secretary of the Board of Supervisors shall schedule two (2) public hearings before the Board on the recommendation of approval by the Planning Board. The first shall be scheduled within forty-five (45) days of the filing of the appeal or receipt of the Planning Board's action, and the second shall be scheduled at least ten (10) days following the first hearing.
- (b) Time of Hearings. The public hearings shall be held at the time set by the majority of the members of the Board of Supervisors plus one.
- (c) Notice of Hearings. The public hearings shall be noticed as required by Section 6-90.4.
- (d) Final Action.
  - (1) The Board of Supervisors may take final action after the second hearing to adopt the amendment as recommended by the Planning Board if no modification of the Planning Board's recommendation is proposed.
  - (2) If the Board of Supervisors proposes a substantial modification to the recommendation of approval from the Planning Board, the proposed modification shall be referred to the Planning Board for consideration. The Planning Board shall not be required to hold a public hearing on the modification. The Planning Board shall submit a report on the proposed modification to the Board of Supervisors within sixty (60) days from the date of referral by the Board of Supervisors. Failure to report shall be deemed a recommendation of approval. Prior to making a final decision, the Board of Supervisors shall be required to conduct a public hearing and notice this hearing pursuant to Section 6-90.4.
  - (3) When taking final action on the Planning Board's recommendation, the Board of Supervisors shall make part of the record their affirmation, modification, or rejection of the findings of fact provided in the Planning Board's final recommendation, as well as any other findings of fact that the Board of Supervisors deems to be relevant.
- (e) Majority Vote. A majority of the members of the Board shall institute a quorum. Final action to approve the amendment shall require a simple majority of the quorum.

**Section 6-90.8 Effective Date.** An amendment of the Land Development Regulations shall become effective immediately upon approval by resolution of the Board of Supervisors.

**Section 6-90.9 Wait on Denials.** After the denial of an amendment to the Land Development Regulations by the Planning Board or Board of Supervisors, no application for the same or a similar amendment may be accepted for six (6) months immediately following the denial. This section shall not apply to applications denied without prejudice, which may be refiled within six (6) months.

**Section 6-90.10 Modification.** Proposed modifications of approved amendment to the Land Development Regulations shall require a new application following the same procedure required for an initial application.

## CHAPTER 6-100

### AMENDMENT OF COMPREHENSIVE PLAN

#### Sections:

6-100.1	Purpose
6-100.2	Frequency of Amendments
6-100.3	Requirements for Application
6-100.4	Review Procedures
6-100.5	Notice
6-100.6	Planning Board Action
6-100.7	Appeal of Denial
6-100.8	Action by Board
6-100.9	Transmittal of Proposed Amendment
6-100.10	Transmittal Package
6-100.11	Adoption of Amendment
6-100.12	Effective Date
6-100.13	Submittal of Adopted Amendment
6-100.14	Amendment Not in Compliance
6-100.15	Amendment Not Adopted
6-100.16	Amendments Not Subject to Compliance Review
6-100.17	Small-Scale Development
6-100.18	Wait on Denials
6-100.19	Modification
6-100.20	Amendments to Land Development Regulations
6-100.21	Changes in Jurisdictional Boundaries

**Section 6-100.1 Purpose.** The purpose of this chapter, Chapter 6-100, Amendment of Comprehensive Plan, is to provide the method for amending the RCID Comprehensive Plan.

**Section 6-100.2 Frequency of Amendments.** Amendments to comprehensive plans adopted pursuant to this chapter may be made not more than two (2) times during any calendar year, except as provided in Section 163.3187(1) Florida Statutes may be made as provided for in Sections 163.3184 and Section 163.3187 Florida Statutes.

**Section 6-100.3 Requirements for Application.** Plan amendment applications shall comply with the provisions of this section.

- (a) **Initiation of Amendment.** The Board of Supervisors or the Planning Board may initiate an amendment through resolution. An owner of real property or the property owner's authorized agent may initiate an amendment through an application to the Planning and Engineering Department. The District Administrator may initiate amendments pursuant to Section 6-100.21.
- (b) **Description.** A description of the amendment shall be included with the amendment application. Text amendments shall be shown by striking through old language and underlining new language. Map amendments shall clearly identify the exact changes proposed.
- (c) **Ordinance Amendments.** A list and description of the provisions of the Land Development Regulations that would require modification if the proposed plan amendment was adopted shall be included with the amendment application.

- (d) Fees. A fee, as specified in Chapter 6-120, shall be required.
- (e) Completeness. No amendment to the Comprehensive Plan shall be processed until the information necessary to review and decide upon the proposed amendment is deemed complete by the District Administrator.

**Section 6-100.4 Review Procedures.** The Planning Board shall review an amendment to the Comprehensive Plan in accordance with the provisions of this section.

- (a) General Provisions. The District Administrator shall prepare an analysis of the proposed amendment. The Planning Board shall then conduct at least one (1) public hearing with notification for the purpose of receiving oral and written evidence relative to the application.
- (b) Concurrent Processing of Applications. If the proposed plan amendment is part of a package of other actions such as an amendment to the Land Development Regulations, development review, and/or variance, the applications shall be filed at the same time and processed concurrently. If more than one (1) review authority is involved, the District Administrator shall determine the sequence for action by the review authorities, provided however, that no final action shall be taken on the other applications until the plan amendment is adopted.
- (c) Time Period for Hearing. Public hearings conducted by the Planning Board shall be held within ninety (90) days from the date the resolution was adopted or the complete application was accepted.
- (d) Time Period for Action. The Planning Board may take action on the proposed amendment at the conclusion of the public hearing, but shall take action no later than one hundred and twenty (120) days after the resolution was adopted or the complete application was accepted. An extension of time for Planning Board action may be granted if mutually agreed upon between the applicant and the District Administrator.
- (e) Day of Hearing. All hearings shall be held on a weekday.

**Section 6-100.5 Notice.** Notice shall be given in accordance with the provisions of Section 163.3184(151) Florida Statutes and other applicable state laws.

**Section 6-100.6 Planning Board Action.** The Planning Board shall take action on the Comprehensive Plan amendment in accordance with the provisions of this section.

- (a) Action. The Planning Board may take action to recommend approval or ~~deny denial of~~ the amendment request. A recommendation of approval of an amendment request shall be by resolution. Failure of the Planning Board to hold a public hearing or take action within the timeframes provided in Subsections (c) and (d) of Section 6-100.4 shall constitute recommendation of approval of the amendment application.
- (b) Findings. When making a recommendation to the Board of Supervisors for approval of an amendment, the Planning Board shall, at a minimum, make the following findings of fact:
  - (1) The amendment preserves the internal consistency of the Comprehensive Plan; and
  - (2) The amendment promotes the public health, safety, and welfare within the District.
- (c) Effect of Planning Board Denial. In the event the Planning Board denies an amendment application, that action is final unless appealed to the Board of Supervisors.

- (d) Planning Board Report. Within fourteen (14) days of the action by the Planning Board on the amendment, a report describing the amendment, the discussion at the public hearing, and recommendation and vote of the Planning Board shall be transmitted to the Board of Supervisors. If the Planning Board does not recommend approval, it shall state why it could not make the findings in Subsection (b) of this section.

**Section 6-100.7 Appeal of Denial.** A denial action of the Planning Board made pursuant to this chapter may be appealed pursuant to Chapter 6-70.

**Section 6-100.8 Action by Board.** If the Planning Board has recommended approval, the Board of Supervisors and the City Councils of the City of Bay Lake and the City of Lake Buena Vista (City Councils) shall review the amendment in accordance with the provisions of this section.

- (a) Time Period for Hearing. Within sixty (60) days of receipt of the Planning Board's recommendation for approval public hearings shall be scheduled before the Board of Supervisors and the City Councils.
- (b) Notice of Hearing. The public hearing shall be noticed as required by Section 6-100.5.
- (c) Action to be Taken. The Board of Supervisors and the City Councils shall take action on the proposed amendment as follows:
  - (1) For all amendments except those that meet the requirements of Section 6-100.16, the Board and City Councils shall ensure that an announcement is made before the conclusion of the public hearing of its intention to hold and advertise a second public hearing to adopt the amendment. At the conclusion of the first hearing, the Board shall transmit the amendment to the Department of CommerceCommunity Affairs, reject the amendment, or refer the amendment back to the Planning Board.
  - (2) For all amendments that meet the requirements of Section 6-100.16, the Board and City Councils shall adopt the amendment, reject the amendment, or refer the amendment back to the Planning Board.
  - (3) For all amendments that meet the requirements of Section 6-100.17, the Board and City Councils have the option of taking action pursuant to Subsection (c)(1) or Subsection (c)(2) of this section. If it takes action pursuant to Subsection (c)(2), the adopted amendment shall be forwarded immediately to the Department of CommerceCommunity Affairs pursuant to Section 6-100.13.
- (d) Action to Transmit Amendment
  - (1) The Board of Supervisors and City Councils may take action to transmit or adopt the amendment as recommended by the Planning Board if no modification of the Planning Board's recommendation is proposed.
  - (2) If the Board of Supervisors or City Councils proposes a substantial modification to the recommendation of approval from the Planning Board, the proposed modification shall be referred to the Planning Board for consideration. The Planning Board shall not be required to hold a public hearing on the modification. The Planning Board shall submit a report on the proposed modification to the Board of Supervisors and City Councils within sixty (60) days from the date of referral by the Board of Supervisors or City Councils. Failure to report shall be deemed a recommendation of approval. Prior to making a final decision, the Board of Supervisors and City Councils shall be required to conduct public hearings and notice these hearings pursuant to Section 6-100.5.

- (3) When taking action on the Planning Board's recommendation, the Board of Supervisors and City Councils shall make part of the record their affirmation, modification, or rejection of the findings of fact provided in the Planning Board's final recommendation, as well as any other findings of fact that the Board of Supervisors or City Councils deems to be relevant.

- (e) Majority Vote. Action to transmit or adopt the amendment shall require a simple majority of a quorum.

**Section 6-100.9 Transmittal of Proposed Amendment.** All proposed amendments, except those subject to the provisions of Section 6-100.16 or Section 6-100.17, shall be transmitted to the Department of CommerceCommunity Affairs as set forth in Section 163.3184, F.S. ~~and/or Chapter 9J-11, F.A.C., as applicable.~~

**Section 6-100.10 Adoption of Amendment.** As soon as possible after receipt of the written comments from the Department of CommerceCommunity Affairs, the final proposed amendment shall be submitted to the Planning Board for their review and the Board of Supervisors and City Councils for their adoption. Both actions shall require a public hearing with notice as provided by Section 6-100.5, ~~except that the hearing shall be held approximately five (5) days after the notice was published.~~ The Comprehensive Plan amendment shall be adopted by ordinance/resolution. Action to adopt the amendment shall require a simple majority of a quorum.

**Section 6-100.11 Effective Date.** An amendment of the Comprehensive Plan shall not become effective until the Florida Department of CommerceCommunity Affairs or Administration Commission issues a final order determining the adopted amendment to be in compliance with applicable state law.

**Section 6-100.12 Submittal of Adopted Amendment.** The adopted amendment shall be submitted to the state as set forth in Section 163.3184, F.S. ~~and/or Chapter 9J-11, F.A.C., as applicable.~~

**Section 6-100.13 Amendment Not in Compliance.** If the Department of Community Affairs issues a notice of intent to find the plan amendment not in compliance, the process in Sections 163.3184 ~~(10), (11), and (16) F.S. Florida Statutes~~ shall apply.

**Section 6-100.14 Amendment Not Adopted.** If the RCID does not adopt the amendment that was transmitted to the Department of CommerceCommunity Affairs pursuant to Section 6-100.9, the Planning and Engineering Department shall so notify the Department by letter. The letter shall include a list of findings, if any, which provided the basis for the determination not to adopt the proposed plan amendment.

**Section 6-100.15 Amendments Not Subject to Compliance Review.** Amendments listed in this section are not subject to compliance review. Final action of these amendments shall be taken at the hearing described in Section 6-100.8, and these amendments shall become effective immediately upon approval.

- (a) Capital Improvements Element. Correction, updates, and modifications to the Capital Improvements Element regarding costs, revenue sources, acceptance of facilities, or facility construction dates; and
- (b) Other Elements. Corrections, updates, and modifications to other elements of the Comprehensive Plan regarding current costs.

**Section 6-100.4615 Small-Scale Comprehensive Plan Amendments Development.** Small-scale ~~amendments development activities~~ may be subject to an abbreviated review process pursuant to Section 163.3187 ~~(1)(c) Florida Statutes~~ F.S.

**Section 6-100.17 Wait on Denials.** After the denial of an amendment to the Comprehensive Plan by the ~~Planning Board or~~ Board of Supervisors, no application for the same or a similar amendment may be



accepted for six (6) months immediately following the denial. This section shall not apply to applications denied without prejudice, which may be refiled within six (6) months.

**Section 6-100.18 Modification.** Proposed modifications of approved amendment to the Comprehensive Plan shall require a new application following the same procedure required for an initial application.

**Section 6-100.19 Amendments to Land Development Regulations.** If the adopted amendments to the Comprehensive Plan require amendments to be made to the Land Development Regulations, the proposed amendments to the Land Development Regulations shall be submitted to the Planning Commission not later than sixty (60) days after the effective date of the plan amendments. The amendments to the Land Development Regulations shall be processed pursuant to Chapter 6-90. During the interim period before adoption of the regulatory amendments, the adopted plan amendments shall govern any action taken in regard to a development order.

**Section 6-100.20 Changes in Jurisdictional Boundaries.** When property is annexed to or de-annexed from the District, the District Administrator shall initiate a plan amendment to be adopted as a part of the next set of plan amendments, but in no case less than nine (9) months after the annexation or deannexation.

## CHAPTER 6-110

### DEVELOPMENT AGREEMENTS

#### Sections:

<b>6-110.1</b>	<b>Purpose and Intent</b>
<b>6-110.2</b>	<b>Applicability of District Regulations to Development</b>
<b>6-110.3</b>	<b>Procedure Regarding Application for Development Agreement</b>
<b>6-110.4</b>	<b>Content of Development Agreement</b>
<b>6-110.5</b>	<b>Recording and Enforcement</b>

**Section 6-110.1 Purpose and Intent.** Subject to the Board of Supervisor's approval, the District may enter into development agreements with the legal and/or equitable owners of parcels of land within the District boundaries, pursuant to ss. 163.3220-3241, F.S., provided the requirements set forth under the terms of chapter are met. The entry into a development agreement by the District shall not limit or modify any legislative power by the District to adopt resolutions, codes, or regulations or to make executive, administrative or legislative decisions of any kind which it had the power to make prior to the entry of such development agreement, except to the degree that the development agreement, by its express terms and not by implication, gives vested rights to the landowner, and any successors and assignees in interest, as to certain development approvals. No development agreement shall, by its express terms or by implication, limit the right of the District to adopt resolutions, regulations, codes, or to adopt policies that are of general application or specific as to the parcel of land subject to the development agreement in the District, except as is expressly provided by Chapter 163, F.S., or said development agreement.

#### **Section 6-110.2 Applicability of District Regulations to Development.**

- (a) The resolutions, codes and regulations of the District governing the development of the land at the time of the execution of any development agreement provided for hereunder shall continue to govern the development of the land subject to the development agreement for the duration of the development agreement, except as otherwise provided herein. At the termination of the duration of the development agreement, all then-existing resolutions, regulations, and codes shall become applicable to development occurring after the termination of the development agreement regardless of the terms of the development agreement.
- (b) The District may apply resolutions, codes and regulations adopted subsequently to the execution of the development agreement to the parcel of land subject to the development agreement only if the District has held a public hearing noticed in the same manner as prescribed in the Florida Local Government Development Agreement Act and further determined that:
  - (1) Such new resolutions, codes and regulations are not in conflict with the laws and policies governing the development agreement and do not prevent development of the land uses, intensities or densities as allowed under the terms of the development agreement;
  - (2) Such new resolutions, codes and regulations are essential to the public health, safety or welfare, and the new resolutions, codes and regulations expressly state that they shall apply to a development that is subject to a development agreement;

- (3) Such new resolutions, codes and regulations are specifically anticipated and provided for in the development agreement if contemplated at the time of execution of the development agreement;
  - (4) The District has demonstrated that substantial changes have occurred in pertinent conditions existing at the time of the approval of the development agreement; or
  - (5) The development agreement is based on substantially inaccurate information supplied by the developer.
- (c) In the event that state and federal laws are enacted after execution of a development agreement which are applicable to and preclude the parties' compliance with the terms of the development agreement, such agreement shall be modified or revoked as is necessary to comply with the relevant state or federal laws. Such modification or revocation shall take place only after proper public hearing and notice as is required for the adoption of a development agreement as provided for in the Florida Local Government Development Agreement Act.
- (d) The District shall review all parcel(s) of land within the District subject to a development agreement not less than once every twelve (12) calendar months to determine if there has been demonstrated good faith compliance with the terms of the development agreement. The District Administrator will report her/his findings to the Board of Supervisors. In the event that the District finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of the development agreement, the agreement may be revoked or modified by the District upon thirty (30) days' notice to the parcel of land owner. Such termination or amendment shall be accomplished only after a public hearing and notice as is herein required for the adoption of a development agreement. Amendment or cancellation of the development agreement by mutual consent of the District and the owner of the parcel of land may be accomplished by following the notice requirements required for initial adoption of the development agreement.

**Section 6-110.3 Procedure Regarding Application for Development Agreement.** Any person or entity desiring to enter into a development agreement with the District shall make a written request to enter into said development agreement by filing a complete application with the Planning and Engineering Department and provide all exhibits and information needed to complete the content requirements of Section 6-110.4. The Planning and Engineering Department will review the applicant's proposed development and application for a development agreement for consistency with the Comprehensive Plan and land development regulations. The approval of a development agreement will require public notice and public hearings in accordance with sec. 163.3225, F.S. Nothing in this Chapter requires the Board of Supervisors to approve a development agreement.

**Section 6-110.4 Contents of Development Agreement.** Development agreements shall contain all terms and information consistent with ss. 163.3220—163.3243, F.S. as amended. Any development agreement obligation upon the District to procure or construct capital improvements or expend District funds to assure public facilities are available concurrent with the impacts of development shall be provided for as required by s. 163.3227, F.S. and the Community Planning Act and shall be consistent with the Florida Constitution and applicable general and common law of the State of Florida. The development agreement may provide that the entire proposed project or any phase thereof shall be commenced or be completed within a specific period of time. The development agreement will provide the District with enforcement remedies and consequences for failure to perform. The duration of a development agreement shall not exceed twenty years.

**Section 6-110.5 Recording and Enforcement.**

- (a) Recording of agreement. Within 14 days after the District enters into a development agreement, the District shall record the agreement in the official records of the county where the land subject to the agreement is located. A development agreement is not effective until it is properly recorded in the official records of the county where the land subject to the agreement is located. The burdens of the development agreement shall be binding upon, and the benefits of the agreement shall inure to, all successors in interest to the parties to the agreement.
  
- (b) Enforcement of agreement. Any party, any aggrieved or adversely affect person as defined in s. 163.3215 (2), F.S., may file an action for injunctive relief in circuit court to enforce the terms of a development agreement or to challenge compliance of the agreement with ss. 163.3220-3243, F.S..

## CHAPTER 6-120

### FEES

#### Sections:

6-120.1	Purpose
6-120.2	Fee Schedule
6-120.3	Exempt Entities
6-120.4	Simultaneous Applications
6-120.5	Expired Approval
6-120.6	Amendment to Approval
6-120.7	Reinitiation of Withdrawn Applications
6-120.8	Specialists

**Section 6-120.1 Purpose.** The purpose of this chapter, Chapter 6-120, Fees, is to provide for the collection of fees for processing applications pursuant to these Land Development Regulations.

**Section 6-120.2 Fee Schedule.** The Board of Supervisors may adopt a fee schedule by resolution to cover the costs of processing applications submitted pursuant to these Land Development Regulations.

**Section 6-120.3 Exempt Entities.** No fees shall be required pursuant to this article of the following:

- (a) A governmental entity or agency thereof; or
- (b) A nonprofit corporation organized solely for educational, religious, medical, scientific, or charitable purposes, or a combination of those purposes.

**Section 6-120.4 Simultaneous Applications.** If an applicant simultaneously makes more than one (1) type of application for a single project, the total fee for all such applications shall be the following:

- (a) If two (2) applications are made, the fee shall be the sum of the fees divided by two (2); or
- (b) If three (3) or more applications are made, the fee shall be the sum of the fees divided by three (3).

**Section 6-120.5 Expired Approval.** If an application is made for an approval that was granted but has expired, the fee shall be twenty-five (25) percent of the permit application fee.

**Section 6-120.6 Amendment to Approval.** If an application is made to amend a previously granted approval, the fee shall be fifty (50) percent of the permit application fee.

**Section 6-120.7 Reinitiation of Withdrawn Applications.** At the discretion of the District Administrator, an application that has been withdrawn may be reinitiated with no fee requirements if the following requirements are met:

- (a) The new application is substantially the same as the withdrawn application;
- (b) Processing of the new application will generally proceed from the point processing stopped on the withdrawn application;
- (c) Less than one (1) year has elapsed since the application was withdrawn; and

- (d) The application is consistent with current provisions of these Land Development Regulations.

**Section 6-120.8 Specialists.** Whenever evaluation of any development application requires the use of professional assistance not available within the RCID staff, processing of the application may be conditioned upon payment by the applicant of the reasonable cost of obtaining such assistance.

# **ARTICLE 7 - OFFICERS AND BOARDS**

## **CHAPTER 7-10**

### **OFFICERS AND BOARDS: INTENT**

#### **Sections:**

<b>7-10.1</b>	<b>Title and Purpose</b>
<b>7-10.2</b>	<b>Organization</b>

**Section 7-10.1 Title and Purpose.** Article 7 of the Land Development Regulations is entitled Officers and Boards. The purpose of this article and the chapters within it is to specify the bodies empowered to regulate and restrict the development of land and the uses and structures thereon and to justify and equitably administer the Land Development Regulations in the interest of the public health, safety, and general welfare.

**Section 7-10.2 Organization.** Article 7 consists of the following chapters:

- (a) 7-10 Officers and Boards: Intent
- (b) 7-20 Board of Supervisors
- (c) 7-30 Planning Board
- (d) 7-40 (Section Number Reserved)
- (e) 7-50 Planning and Engineering Department

## CHAPTER 7-20

### BOARD OF SUPERVISORS

#### Sections:

7-20.1	Purpose
7-20.2	Comprehensive Plan
7-20.3	Land Development Regulations
7-20.4	Environmental Regulations
7-20.5	Safety and Sanitary Codes
7-20.6	Other Standards
7-20.7	Implementation of Regulations
7-20.8	Procedures
7-20.9	Planning Board
7-20.10	Intergovernmental Coordination
7-20.11	Appeals
7-20.12	Fees

**Section 7-20.1 Purpose.** The purpose of this chapter, Chapter 7-20, Board of Supervisors, is to describe the responsibilities of the RCID Board of Supervisors with regard to comprehensive land use planning and land development regulations. These powers are contained in the RCID enabling legislation and Florida statutes. This chapter implements Section 163.3202 F.S.

**Section 7-20.2 Comprehensive Plan.** The Board has the authority to adopt, review, amend, or supplement the Comprehensive plan to provide for the physical development of the area within the District.

**Section 7-20.3 Land Development Regulations.** The Board has the authority to adopt, review, amend or supplement Land Development Regulations that are consistent with and implement the Comprehensive Plan. These regulations shall, at a minimum, accomplish the following:

- (a) Regulate the subdivision of land;
- (b) Regulate the use of land and water for those land use categories included in the land use element of the Comprehensive Plan, ensure the compatibility of adjacent uses, and provide for open space;
- (c) Provide for protection of potable water wellfields;
- (d) Regulate areas subject to seasonal and periodic flooding and provide for drainage and stormwater management;
- (e) Ensure the protection of environmentally sensitive lands designated in the Comprehensive Plan;
- (f) Regulate signage;
- (g) Provide that public facilities and services meet or exceed the standards established in the Capital Improvement Element of the Comprehensive Plan and are available when needed for the development, or that development orders and permits are conditioned on the availability of these public facilities and services necessary to serve the proposed development; and
- (h) Ensure safe and convenient on-site traffic flow, considering needed vehicle parking.



**Section 7-20.4 Environmental Regulations.** The Board has the authority to adopt, review, amend, or supplement other environmental regulations to prohibit or control the pollution of air and water, and require electrical power, telephone and other utility lines, cables, pipes and ducts to be placed underground.

**Section 7-20.5 Safety and Sanitary Codes.** The Board has the authority to adopt, review, amend, or supplement codes regulating building safety, elevators, escalators and similar devices; prevention of fire hazards; plumbing and electrical installations; operation of amusement and recreation parks and facilities, water supply wells and drainage wells; and such other safety or sanitary codes as the Board may determine to be necessary or desirable.

**Section 7-20.6 Other Standards.** The Board has the authority to adopt, review, amend, or supplement other standards at least equivalent to the minimum standards in applicable statewide regulations protecting the general safety and welfare of the public.

**Section 7-20.7 Implementation of Regulations.** The Board has the authority to perform such actions as are assigned to it in these Land Development Regulations.

**Section 7-20.8 Procedures.** The Board has the authority to provide for the manner in which comprehensive plans, codes, regulations, and restrictions shall be determined, established, and enforced.

**Section 7-20.9 Planning Board.** The Board has the authority to establish a Planning Board and prescribe the powers, duties, and functions of such Planning Board, the requirements for membership, the term or terms of office of members, the rules and procedure to be followed in proceedings before or involving the Planning Board, and all other matters affecting the organization and functioning of the Planning Board. The Board shall appoint the members of the Planning Board.

**Section 7-20.10 Intergovernmental Coordination.** The Board has the authority to enter into agreements to further its planning and land development activities. These agreements include, but are not limited to the following:

- (a) The Board may enter into agreements with the City of Bay Lake and the City of Lake Buena Vista to plan for and regulate land uses within the boundaries of the District;
- (b) The Board may enter into agreements with cities and counties outside the boundaries of the District to implement the Comprehensive Plan; and
- (c) The Board may enter into agreements with regional, state, or federal agencies to implement the Comprehensive Plan.

**Section 7-20.11 Appeals.** The Board has the authority to hear appeals from decisions of the District Administrator and Planning Board.

**Section 7-20.12 Fees.** The Board may collect fees from applicants and assess municipalities located within the District such fees and charges as may be necessary to cover the cost of enforcing these regulations.

**Section 7-20.13 Superior Authority.** Pursuant to Chapter 2023-5, Laws of Florida, the Central Florida Tourism Oversight District's authority over comprehensive planning, zoning, land development regulations, environmental protection regulations, and platting and subdivision regulations shall control within the entire District, including within the jurisdictional limits of the City of Lake Buena Vista and the City of Bay Lake. The District is responsible for reviewing, processing, evaluating, commenting on and approving, approving with conditions or denying applications for development orders throughout the District, including within the jurisdictional limits of City of Lake Buena Vista and the City of Bay Lake. Pursuant to Chapter 2023-5, Laws of Florida, the City of Lake Buena Vista and City of Bay Lake shall not adopt land development regulations that are less stringent than or in conflict with the District's Land Development Regulations. The City of Lake

Buena Vista and City of Bay Lake shall not accept applications for, consider for approval or issue any development orders or development permits, or approve or execute any development agreement regarding any development projects. To the extent the City of Lake Buena Vista or City of Bay Lake adopt more stringent comprehensive plan goals, objectives or policies or land development regulations applicable to lands within their respective jurisdictions, the District will consider and evaluate such matters in the processing, review, evaluation, commenting on and issuance of development orders pertaining to proposed development within such municipalities, if applicable.

## CHAPTER 7-30

### PLANNING BOARD

#### Sections:

7-30.1	Purpose
7-30.2	Local Planning Agency
7-30.3	Powers of the Planning Board
7-30.4	Evaluation and Appraisal of the Comprehensive Plan
7-30.5	Appointment of Members
7-30.6	Terms of Membership

**Section 7-30.1 Purpose.** The purpose of this chapter, Chapter 7-30, Planning Board, is to describe the responsibilities of the RCID Planning Board. This chapter implements Section 163.3202 F.S.

**Section 7-30.2 Local Planning Agency.** The Board of Supervisors of the District shall act as the "local planning agency" and perform those duties as set forth in Section 163.3174 Florida Statutes and the duties of the Planning Board as set forth in this Chapter. When the Board of Supervisors makes a decision pursuant to the duties of the Planning Board as set forth in these Land Development Regulations, the Board of Supervisors are the final decision-making authority for the District and no further administrative appeal is available. The Board of Supervisors may concurrently act in its role as both the local planning agency and governing body of the District when considering matters.

**Section 7-30.3 Powers of the Planning Board.** The responsibilities and duties of the Planning Board are as follows:

- (a) Prepare the Comprehensive Plan in accordance with state statutes and regulations, and recommend amendments and revisions for meeting current requirements and such future requirements as may be foreseen;
- (b) Prepare and recommend to the Board of Supervisors, City Council of Bay Lake, and City Council of Lake Buena Vista, policies that promote orderly future development in conformance with the Comprehensive plan;
- (c) Conduct such public hearings as may be required to gather information necessary for the periodic review and maintenance of the Comprehensive Plan, such additional public hearings as are specified under these Land Development Regulations, and such other hearings as may be required by the Board of Supervisors;
- (d) Cooperate with neighboring municipalities, counties, regional planning councils, and other state and local government agencies for the purpose of achieving a harmonious and coordinated plan for the development of the land resources under their respective jurisdictions;
- (e) Determine the establishment of land use boundaries in cases where the exact location of a boundary is in question;
- (f) Perform such actions as are assigned to it in these Land Development Regulations; and
- (g) Perform any other duties which may lawfully be assigned to it by the Board of Supervisors.

**Section 7-30.4 Evaluation and Appraisal of the Comprehensive Plan.** The Planning Board shall evaluate and appraise the Comprehensive Plan and submit a report to the Board of Supervisors at least

once every ~~five (5)~~ **seven (7)** years after the adoption of the Comprehensive Plan. The report shall present an assessment of the success or failure of the Comprehensive Plan or elements or portions thereof and shall contain appropriate statements using words, maps, illustrations, or other forms related to:

- (a) The major problems of development, physical deterioration, and the location of land uses and the social and economic effects of such uses in the area;
- (b) The condition of each element in the Comprehensive Plan at the time of adoption and at date of report;
- (c) The Comprehensive Plan objectives as compared with actual results at date of report; and
- (d) The extent to which unanticipated and unforeseen problems and opportunities occurred between the date of adoption and date of report.

## CHAPTER 7-50

### PLANNING AND ENGINEERING DEPARTMENT

#### Sections:

7-50.1	Purpose
7-50.2	Responsibilities
7-50.3	Manager of Planning and Engineering
7-50.4	Authority of Manager
7-50.5	Hearing Officer

**Section 7-50.1 Purpose.** The purpose of this chapter, Chapter 7-50, Planning and Engineering Department, is to describe the responsibilities of the RCID Planning and Engineering Department. This chapter implements Section 163.3202 F.S.

**Section 7-50.2 Responsibilities.** The Planning and Engineering Department is responsible for administering and enforcing the RCID Comprehensive Plan and its implementing regulations. These responsibilities include the following:

- (a) Review and coordinate the administration of the Comprehensive Plan;
- (b) Review and coordinate the administration of these Land Development Regulations;
- (c) Review plans for all development that requires a permit pursuant to the Land Development Regulations;
- (d) Coordinate the determination of the adequacy of infrastructure for new development;
- (e) Make inspections as required in the administration of the Land Development Regulations;
- (f) Enforce all of these regulations within the incorporated municipalities located within the District, provided such municipalities have authorized the Board of Supervisors to act on their behalf;
- (g) Review development applications to ensure that they comply with the drainage, wetlands, water quality, and other environmental standards in the Comprehensive Plan, these Land Development Regulations, and applicable state and federal statutes; and
- (h) Issue environmental permits as prescribed by these Land Development Regulations or by state or federal statutes.

**Section 7-50.3 Manager of Planning and Engineering.** The District Administrator shall appoint a Manager of Planning and Engineering to manage the Planning and Engineering Department.

**Section 7-50.4 Authority of Manager.** The Manager of Planning and Engineering shall act to cause the Planning and Engineering Department to carry out its responsibilities as set forth in Section 7-50.2 and shall perform other duties which may lawfully be assigned to him or her by the District Administrator, Planning Board, or Board of Supervisors. The Manager shall have the power to employ such staff as authorized by the District Administrator and to delegate authority to staff members in the performance of his or her duties.

**Section 7-50.5 Hearing Officer.** The District Administrator shall serve as the RCID Hearing Officer and perform such duties that the office requires as set forth in these Land Development Regulations.