



AGENDA

June 27, 2025
10:30 a.m.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
Board of Supervisors Meeting
Agenda
June 27, 2025
10:30 a.m.

- 1. CALL TO ORDER**
- 2. OPENING INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. PUBLIC COMMENT PERIOD**
- 5. CONSENT AGENDA**
 - 5.1** May 23, 2025 Meeting Minutes
 - 5.2** Approve non-exclusive temporary easement with permanent easement with Walt Disney Parks & Resorts U.S., Inc. for underground facilities
 - 5.3** Approve authorizing the District Administrator to execute an amendment to the Wildlife Management Conservation Area easements for necessary geotechnical survey work
 - 5.4** Approve Chair of the Board of Supervisors of the Central Florida Tourism Oversight District to negotiate the terms of a new employment agreement between the District and the District Administrator
- 6. REPORTS**
 - 6.1** Management Report
- 7. GENERAL BUSINESS**
 - 7.1** Approve award of three-year contract for herbicide supply and delivery to Helena Agri-Enterprises, LLC and authorize the District Administrator to execute the contract with an approximate expenditure of \$1,339,072
 - 7.2** Approve establishing the budget for the Design-Build Boiler #3 Replacement - Phase 1 project in the amount of \$9,250,000, authorizing the District Administrator to execute Contract #C006790 with Thermal Tech, Inc. for design-build services in the amount of \$7,910,801 plus 10% contingency for a total amount of

\$8,701,881, and approving an allowance for RCES design/support services fees not-to-exceed \$500,000

8. PUBLIC HEARING

- 8.1 Resolution No. 674 - AN ORDINANCE/RESOLUTION OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, PROVIDING AMENDMENTS TO THE DISTRICT'S CURRENT COMPREHENSIVE PLAN INCLUDING AMENDMENTS TO THE FUTURE LAND USE MAP, THE FUTURE LAND USE ELEMENT, THE TRANSPORTATION ELEMENT, THE HOUSING ELEMENT, THE INFRASTRUCTURE ELEMENT, THE CONSERVATION ELEMENT, THE RECREATION AND OPEN SPACE ELEMENT, THE INTERGOVERNMENTAL COORDINATION ELEMENT, THE CAPITAL IMPROVEMENTS ELEMENT, AS WELL AS THE CREATION OF A PROPERTY RIGHTS ELEMENT; BY ADOPTING THE COMPREHENSIVE PLAN 2045; PROVIDING SEVERABILITY 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), no less than one business day (i.e. Monday through Friday, excluding legal holidays) in advance of the applicable meeting to ensure that the District has sufficient time to accommodate the request.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 5.2

Board Meeting Date: 6/27/2025

Subject: Non-Exclusive Temporary Easement w/Permanent Easement – Walt Disney Parks & Resorts U.S., Incorporated

Presented By: Katherine Luetzow, Manager, Planning & Engineering

Department: Public Works

STAFF RECOMMENDATION (Motion Ready): Approve of Agenda Item #5.2 non-exclusive temporary easement with permanent easement with Walt Disney Parks & Resorts U.S., Inc. for underground facilities

RELEVANT STRATEGIC GOALS: Quality of Place

PROOF OF PUBLICATION: N/A

BACKGROUND: Walt Disney Parks & Resorts U.S., Inc. is requesting permission to construct and install underground communication lines and appurtenant underground facilities within the portion of District property located within Exhibit A of the easement. This installation will be connecting to existing infrastructure of Walt Disney Parks & Resorts U.S., Inc. that currently is present in the District's property. The temporary easement outlines terms and conditions and is also accompanied by the permanent easement which shall be completed upon construction completion.

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

FISCAL IMPACT: N/A – Installation and any future relocation shall be at Walt Disney Parks & Resorts U.S., Inc. sole cost and expense.

PROCUREMENT REVIEW: N/A

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

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS: See attached Temporary Construction Easement.

NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT

THIS NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT (“**Temporary Easement Agreement**”) is made as of the Effective Date (as hereinafter defined) by and between **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 **WALT DISNEY PARKS AND RESORTS U.S. INC.**, a Florida corporation, whose mailing address is 1375 Buena Vista Drive, Lake Buena Vista, Florida 32830, Attention: Legal Department – Real Estate (“**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 (the “**Work**”); 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 Work 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 Work in accordance with Section 3 hereof, or (ii) **June 30, 2026**. 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 Work, 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 Work 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 Work 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 Work 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 Work is 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 Work. If any or all of the Easement Area or the Work is to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantee's sole cost and expense) promptly remove the Work, 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 Work, 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 Work;

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 Indemnites as aforesaid:

i) Such Indemnitee or Indemnites 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 Indemnites 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 Indemnites 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 Indemnites, without any obligation on the part of Grantor or such Indemnitee or Indemnites 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 Indemnites 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 Indemnites' 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
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With a copy to:	Central Florida Tourism Oversight District 1900 Hotel Plaza Boulevard, P.O. Box 690519 Orlando, Florida 32869-0519 Attn: Legal Counsel
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If to Grantee:	Walt Disney Parks and Resorts U.S., Inc. 1375 Buena Vista Drive, Post Office Box 10000 Lake Buena Vista, Florida 32839 Attn: Chief Counsel – Legal Department
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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)

(Print Name)

S. C. Kopelousos, District Administrator

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 _____, 2025, by **S. C. Kopelousos**, as District Administrator of the **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is ☐ personally known to me or ☐ produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

WITNESSES TO GRANTEE:

WALT DISNEY PARKS AND RESORTS U.S., INC.
a Florida corporation

(Signature)

(Print Name)

(Signature)

(Print Name)

By: _____ (Signature)

(Print Name)

Its: _____ (Title)

Dated: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____, as _____ of **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation, 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"

Description of Temporary Easement Area

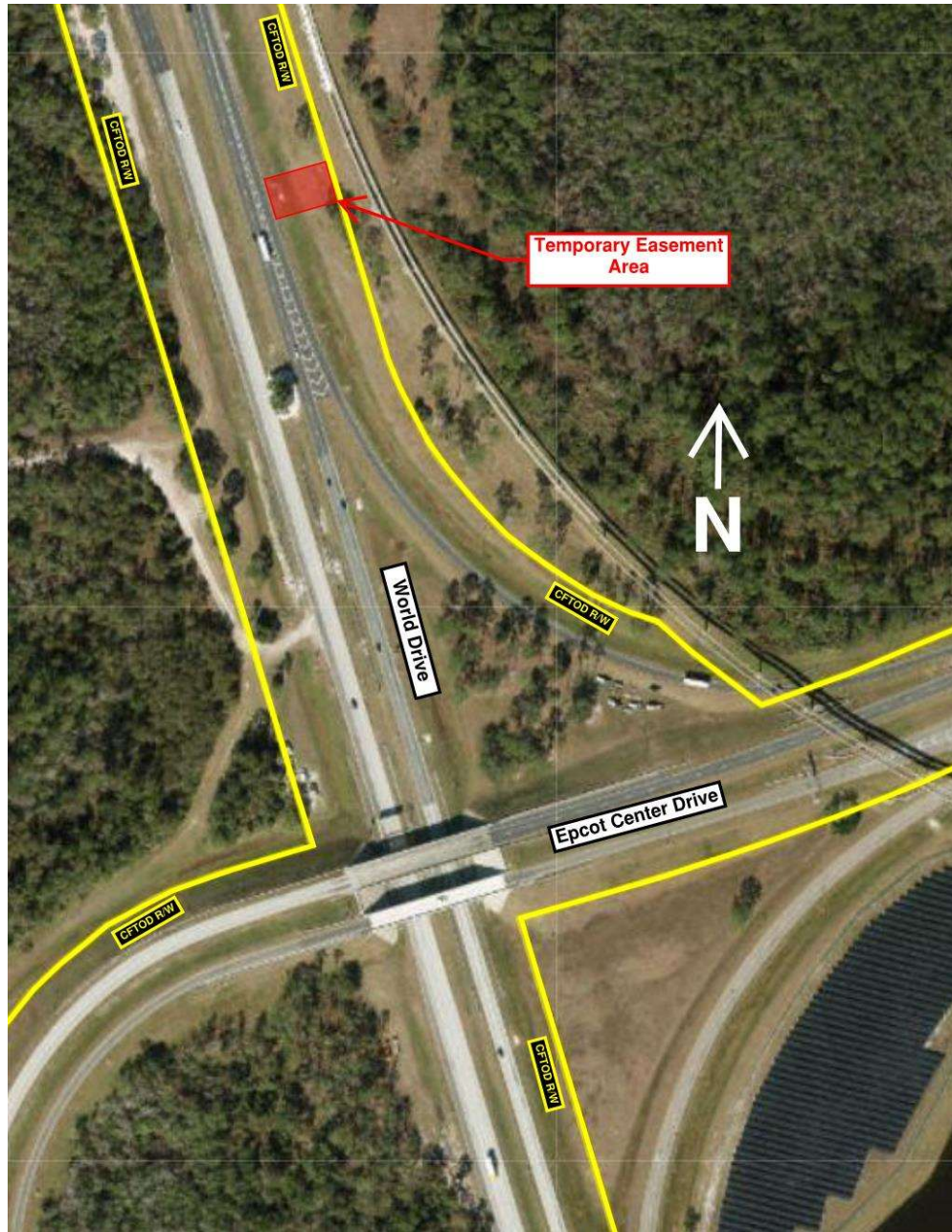


EXHIBIT "B"

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 of the right-of-way; (ii) any accident, injury or damage which shall happen or be claimed to have happened in any manner connected with Permittee's use of the right-of-way (iii) actual or alleged negligence or willful misconduct of Permittee, its successors, assigns, grantees, invitees, customers, agents, employees, representatives or contractors; or (iv) Permittee's breach of this Agreement or failure to perform any obligations imposed hereunder; (v) liens filed by third parties; or (vi) Permittee's failure to abide by any applicable Laws as they now exist and those which may be enacted subsequent to the date of this Agreement; and as to all of the foregoing clauses (i) through (v) whether or not such losses, injuries, damage, destruction or theft are sustained by Permittee or CFTOD. Permittee shall cooperate with CFTOD in the defense of any such claims, demands or action, including, without limitation, the employment, at the sole expense of Permittee, of legal counsel satisfactory to CFTOD. Permittee shall not raise as a defense to its obligation to indemnify any comparative or contributory negligence of any of the Indemnitees, it being understood and agreed that no such comparative or

contributory negligence shall relieve Permittee from its liability to so indemnify, nor entitle Permittee to any contribution, either directly or indirectly.

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

PRINT NAME

Contact number (____)_____

Submitted By:

Printed Name of Permittee

Date

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

Signature of Permittee

Approved by:

CFTOD Engineer or Authorized Representative

Date

ISSUED FOR:

The following is Required for Sign Installation Only

Please Provide All of the Following Information:

(Attach additional sheets if required)

Purpose of Sign: _____

Location of Sign: _____

Disney Grid Coordinates: _____

Type of Sign: _____

Face of Sign, including All Symbols or Text :

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

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

Planning Approval by _____
DATE _____

**CORRIDOR PERMIT
FINAL INSPECTION REPORT**

DATE: _____ PERMIT NUMBER: _____

COUNTY/SECTION/TOWNSHIP/RANGE: _____

DATE STARTED: _____ DATE COMPLETED: _____

Required for Sign Installation:

COPY OF DIGITAL PHOTO RECEIVED BY CFTOD ON _____

REMARKS:

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

SIGNED: _____
(Permittee)

TITLE: _____

DATE: _____

INSPECTED BY: _____

PERMIT CLOSURE APPROVED BY: _____

EXHIBIT "C"

FORM OF PERMANENT EASEMENT AGREEMENT

Record and Return to:

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

NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT

THIS NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT ("Permanent Easement Agreement") is made as of the Effective Date (as hereinafter defined) by and between **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 690519, Orlando, Florida 32869-0519 ("**Grantor**") and **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation, whose mailing address is 1375 Buena Vista Drive, Lake Buena Vista, Florida 32830 ("**Grantee**").

W I T N E S S E T H:

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) _____ (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 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 Indemnatee or Indemnitees as aforesaid:

i) Such Indemnatee 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 Indemnatee 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 Indemnatee 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 Indemnatee or Indemnitees, without any obligation on the part of Grantor or such Indemnatee 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 Indemnatee'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
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With a copy to:	Central Florida Tourism Oversight District 1900 Hotel Plaza Boulevard, P.O. Box 690519 Orlando, Florida 32869-0519 Attn: Legal Counsel
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If to Grantee:	Walt Disney Parks And Resorts U. S., Inc. 1375 Buena Vista Drive, Post Office Box 10000 Lake Buena Vista, Florida 32839 Attn: Chief Counsel – Legal Department
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12. Counterparts. This Permanent Easement Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

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

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

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

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

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

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

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

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

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

WITNESSES TO GRANTOR:

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT,

a public corporation and public body corporate and politic of the State of Florida

(Signature)

By: _____ (Signature)

S. C. Kopelousos, District Administrator

(Print Name)

(Address)

Dated: _____

(Signature)

(Print Name)

(Address)

STATE OF FLORIDA
COUNTY OF ORANGE

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

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

WITNESSES TO GRANTEE:

WALT DISNEY PARKS AND RESORTS U.S., INC.
a Florida corporation

(Signature)

(Print Name)

(Address)

(Signature)

(Print Name)

(Address)

By: _____ (Signature)

(Print Name)

Its: _____ (Title)

Dated: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, as _____ of **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation, on behalf of the company. He is ☐ personally known to me or ☐ produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

EXHIBIT “A”

Description of Permanent Easement Area

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 5.3

Board Meeting Date: 06/27/2025

Subject: Wildlife Management Conservation Area (WMCA) Easement Amendments

Presented By: Katherine Luetzow, P.E., Manager, Planning & Engineering

Department: Public Works

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #5.3 authorizing the District Administrator to execute an amendment to the Wildlife Management Conservation Area easements for necessary geotechnical survey work

RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: N/A

BACKGROUND:

The Central Florida Tourism Oversight District holds a joint South Florida Water Management District (SFWMD) Long Term Conceptual Environmental Resource Permit (ERP) with Walt Disney Parks and Resorts, U.S., Inc.

As part of the Long-Term Permit, a dedicated onsite water storage and wildlife corridor was established called the Wildlife Management Conservation Area (WMCA). This area was formally dedicated by easement to SFWMD and the Florida Department of Environmental Protection (FDEP). In addition, this area was evaluated and credited to Walt Disney Parks and Resorts, U.S., Inc. as onsite wetland mitigation with both SFWMD and the United States Army Corps of Engineers (USACE).

Currently the Florida Department of Transportation (FDOT) is working on engineering design and construction of roadway improvements along the Interstate 4 Corridor as part of the Moving I-4 Forward initiative. This work includes design and construction of portions of the Poinciana Parkway, which will serve to connect parts of Kissimmee to Interstate 4 to improve mobility in the area.

FDOT's proposed alignment of the Poinciana Parkway and the interchange with Interstate 4 will impact portions of District property and the WMCA. Currently FDOT has identified a need to perform geotechnical surveys within areas of the WMCA to support the design of this future work. In order to collect the geotechnical samples, portions of the WMCA (1.05 acres) will need to be impacted to allow a drill rig and other miscellaneous equipment as necessary for this work. FDOT is therefore requesting, with SFWMD and FDEP agreement, that the WMCA Easement is modified to allow a specific exemption to accommodate this specific project's geotechnical work and associated impacts ahead of the full roadway permit application and associated WMCA amendments and compensation. FDOT will be required to obtain a permit for this geotechnical work, and any wetlands found within the WMCA area within their future right of way that will be impacted, will be required to have mitigation from FDOT. As CFTOD is the current landowner of portions of the area of interest and due to the need to amend the WMCA easements, SFWMD has indicated that CFTOD will need to be a co-applicant on this permit request.

FINDINGS AND CONCLUSIONS: Staff understand the need for FDOT to obtain geotechnical information to support the design of Poinciana Parkway. However, due to the request for CFTOD to be an applicant on the geotechnical permit, and the request to amend the WMCA easements to allow these specific impacts, Staff has requested assurances from SFWMD, FDEP and USACE as necessary, that no actions taken under this application would adversely impact the District's Long Term permit including

such items as Walt Disney Park and Resorts, U.S., Inc. mitigation credits and listed species entitlements and the grandfathered wetland boundaries established and mitigated for under the CFTOD/WDW Long Term Conceptual Permit.

Having received assurances from the entities, which have been included within this Board Package, and in collaboration and understanding with Walt Disney Parks and Resorts, U.S. Inc, Staff recommends authorizing the District Administrator to execute an amendment to the WMCA easements as requested by FDOT.

FISCAL IMPACT: N/A

PROCUREMENT REVIEW: N/A

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

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS:

SFWMD Surety Letter

FDEP Surety Letter – confirming if required

USACE Surety Letter

WMCA Amendment – SFWMD

WMCA Amendment – FDEP

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 5.4

Board Meeting Date: 06/27/2025

Subject: Delegation of Authority to Negotiate District Administrator's Employment Agreement

Presented By: Roy Payne, District General Counsel

Department: Administration

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #5.4 authorizing the Chair of the Board of Supervisors of the Central Florida Tourism Oversight District to negotiate the terms of a new employment agreement between the District and the District Administrator.

BACKGROUND: The District Administrator is currently performing her duties under an employment agreement, dated March 27, 2024. The Board desires to authorize the Chair to retain separate counsel and negotiate the terms of a new employment agreement between the District and the District Administrator. Once terms are finalized, the agreement will be brought back to the Board for consideration.

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

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 7.1

Board Meeting Date: 06/27/2025

Subject: Herbicide Supply & Delivery

Presented By: Wendy Duncan, Director, Environmental Sciences

Department: Aquatic Biology

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #7.1 award of three-year contract for herbicide supply and delivery to Helena Agri-Enterprises, LLC and authorize the District Administrator to execute the contract with an approximate expenditure of \$1,339,072

RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: Bids released on February 24, 2025

BACKGROUND:

The District's Procurement & Contracting Department issued an Invitation to Bid #C006786 to herbicide distributors specializing in chemicals for the treatment and control of undesirable aquatic vegetation, primarily *Hydrilla sp.*

Hydrilla sp. is an invasive aquatic plant in Florida that creates dense canopies on water bodies, reducing native plant diversity by blocking sunlight. This disrupts ecosystems, promotes mosquito breeding, and hinders recreational activities.

Treating *Hydrilla* is crucial to reduce these dense mats, improve lake health, and enhance safety for boaters by decreasing mosquito habitats and promoting biodiversity.

FINDINGS AND CONCLUSIONS:

On February 24, 2025, Invitation to Bid # C006786 was issued to the public.

The bids received were reviewed upon bid closing on March 12, 2025.

Vendor	Total Amount
Helena Agri-Enterprises, LLC	\$1,339,071.60
Heritage Landscape Supply Group, Inc.	\$1,349,598.00
Opterra Solutions, Inc	\$1,372,123.80
SiteOne Landscape Supply	\$1,519,379.76

Helena Agri-Enterprises, LLC was the lowest price and was selected for award with the following rates.

Item Num	Description	UOM	Helena Agri-Enterprises, LLC
1	REWARD, DIQUAT, TRIBUNE OR EQUAL IN 2.5 GAL CONTAINER	Container	\$100.00
2	REWARD, DIQUAT, TRIBUNE OR EQUAL IN 120 GAL CONTAINER	Container	\$4,087.20
3	AQUATHOL SUPER K OR EQUAL IN 20 LB CONTAINER OR PALLET	Container	\$430.00
4	AQUATHOL K OR EQUAL 2.5 GAL CONTAINER	Container	\$208.25
5	AQUATHOL K OR EQUAL 30 GAL CONTAINER	Container	\$2,499.00
6	AQUATHOL K OR EQUAL 250 GAL CONTAINER	Container	\$20,387.50

FISCAL IMPACT:

The cost for these services will be paid from Acct 135-420-5306717-539

PROCUREMENT REVIEW:

This action has been reviewed and approved for compliance with the District's procurement policies.

LEGAL REVIEW:

The contract will be reviewed for form and legality by the District's General Counsel.

SUPPORT MATERIALS:

- Contract

HERBICIDE SUPPLY AND DELIVERY SERVICES AGREEMENT

THIS AGREEMENT, is made effective as of _____ by and between **Central Florida Tourism Oversight District** (herein referred to as the “Owner,” “District” or “CFTOD”), whose mailing address is 10450 Turkey Lake Road, Box #690519, Orlando, Florida 32869, and **Helena Agri-Enterprises, LLC**, (herein referred to as the “Contractor”), whose mailing address is 225 Schilling Boulevard, Suite 300, Collierville, Tennessee 38017.

W I T N E S S E T H

WHEREAS, Central Florida Tourism Oversight District issued an Invitation to Bid (“ITB”) No. C006786 on February 24, 2025 for Herbicide Supply and Delivery;

WHEREAS, five (5) bidders responded, and Helena Agri-Enterprises, LLC was the lowest responsive and responsible bidder. The Contractor was subsequently selected as the intended awardee for these services; and

WHEREAS, Owner desires to employ the services of Contractor for a period beginning **July 15, 2025** and ending **July 14, 2028**, or as otherwise modified as set forth in this Agreement, to perform the hereinafter described Services, and Contractor desires to be so employed.

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations contained in this Agreement, the parties agree as follows:

1. **DEFINITIONS.**

a. **Agreement.** The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Section 6.

b. **Services.** The term “Services” or “Work” as used in this Agreement shall be construed to include all Services set forth in Exhibit A, all obligations of Contractor under this Agreement and where any Changed Service Authorizations have been issued pursuant to Section 6 of this Agreement, the changed Services set forth therein.

2. **SCOPE OF SERVICES.**

A description of the nature, scope and schedule of Services to be performed by Contractor under this Agreement in accordance with the Exhibits outlined in the Section 23 - Contract Documents.

3. **BASIS FOR COMPENSATION AND PAYMENTS.**

Not to Exceed Amount

a. Owner shall pay to Contractor, for its Services and in consideration of the terms and conditions of this Agreement, an amount for time reasonably and properly incurred by Contractor in performance of its Basic Services based upon the rates shown on the Rate Schedule below incorporated herein. However, in no event shall the amount exceed **ONE MILLION, THREE HUNDRED THIRTY-NINE THOUSAND, SEVENTY-ONE AND SIXTY ONE-HUNDREDTHS DOLLARS (\$1,339,071.60)**; and the Reimbursable Expenses shall in no event exceed **(N/A)**.

RATE SCHEDULE				
Item	Description	Brand	Unit	Unit Price
1	Reward, Diquat, Tribune in 2.5 gallon container	Tribune	Container	\$100.00
2	Reward, Diquat, Tribune in 120 gallon container	Tribune	Container	\$4,087.20
3	Aquathol Super K in 20 pound container or pallet	Aquathol Super K	Container/ Pallet	\$430.00
4	Aquathol K 2.5 gallon container	Aquathol K	Container	\$208.25
5	Aquathol K 30 gallon container	Aquathol K	Container	\$2,499.00
6	Aquathol K 250 gallon container	Aquathol K	Container	\$20,387.50
Not to Exceed Contract Total				\$1,339,071.60

b. Payments shall be made monthly for Services plus Reimbursable Expenses incurred. Contractor shall invoice Owner, in the form required by Owner, on the first day of each calendar month for Basic Services rendered during the preceding month plus Reimbursable Expenses incurred.

c. Reimbursable Expenses shall include only the actual and necessary costs and expenses, without markup, reasonably and properly incurred by Contractor in connection with the Services rendered under this Agreement. Direct expenses are determined and pre-approved by Owner.

d. Contractor shall provide any and all backup required by Owner in connection with time spent and Reimbursable Expenses incurred.

e. Owner shall pay each invoiced amount (or uncontested portion thereof) on or about the thirtieth day following receipt of each invoice.

f. All invoices should reference the contract number and be submitted to the following address:

Central Florida Tourism Oversight District
Attention: Accounts Payable
P.O. Box 690519
Orlando, Florida 32869
All invoices shall be sent to ap@oversightdistrict.org

g. Contractor shall be compensated for any Additional Services based upon the Rate Schedule; such amounts to be invoiced and paid in accordance with the terms of Paragraphs b, c, d, and e herein; provided, however, that Contractor shall not be entitled to compensation for Additional Services unless Contractor has obtained prior written authorization of Owner to perform the same.

h. Owner retains the right to reduce any portion of Contractor's Services at any time.

i. Return of Funds. Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Agreement that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Owner of the overpayment.

4. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

Contractor hereby represents to Owner that: (a) it has the experience and skill to perform the Services as set forth in this Agreement; (b) that it shall comply with all applicable federal, state, and local laws, rules, codes, and orders of any public, quasi-public or other government authority; (c) it is duly licensed to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (d) it has by careful examination satisfied itself as to: (i) the nature, location and character of the general area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the general area and, to the extent pertinent, all other conditions; and (ii) all other matters or things which could in any manner affect the performance of the Services.

5. INSURANCE; INDEMNIFICATION.

a. The Contractor shall at its expense procure and maintain during the life of this Contract and for two (2) years thereafter (and shall require the same from its Subcontractors and Sub-subcontractors) the following types and minimum amounts of insurance:

- i. Commercial General Liability Insurance including liability assumed under written contract, bodily injury, property damage, personal and advertising injury, and products/completed operations liability written on an occurrence basis with minimum combined single limits for bodily injury and property damage of \$1,000,000 per occurrence;

- ii. Automobile Liability coverage for all owned, non-owned and hired vehicles written on an occurrence basis, with minimum combined single limits of \$1,000,000 per occurrence;
- iii. Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with minimum limits of \$1,000,000 per occurrence;
- iv. Umbrella Liability on a follow-form basis providing coverage excess of the underlying policies required by i, ii, and iii above in an amount of at least \$1,000,000 per occurrence;
- v. If Contractor is providing any kind of professional service or advice including design, architectural, surveying, legal, financial, accounting or similar then Contractor will also carry Professional Liability/Errors & Omissions insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least 2 years following the conclusion of work.
- vi. If Contractor is using, transporting or disposing of any hazardous materials, potentially harmful materials, chemicals, waste or similar then Contractor will also carry Pollution Liability insurance with a limit of at least \$1,000,000 per occurrence. This insurance may be on a claims-made form if there is a retroactive date that precedes the first date of work or services under this agreement and is maintained for at least 2 years following the conclusion of work.
- vii. If work will include the use or operation of any crane, total limit of Umbrella liability insurance will be at least \$4 million.
- viii. If Contractor is using any kind of aircraft including unmanned aerial vehicles (drones) then use must be approved by Owner and liability insurance satisfactory to Owner must be obtained.
- ix. Contractor is not required to commercially insure its owned, rented or borrowed machinery, tools, equipment, office trailers, vehicles, and other property but agrees that Owner is not responsible for and Contractor holds Owner harmless for loss, damage or theft of such items.

b. All insurance required under this Section shall be with companies and on forms authorized to issue insurance in Florida and with an insurer financial strength rating from AM Best of no less than A- or an equivalent rating from a similar, recognized ratings agency unless such requirements are waived, in writing, by the Owner's Risk Manager. Certificates of insurance (or copies of policies, if required by the Owner) shall be furnished to the Owner at vendors@oversightdistrict.org.

c. **CANCELLATION.** All such insurance required by this Section shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Contractor, who agrees to promptly relay any such notice received to Owner.

d. **ADDITIONAL INSURED.** Each liability policy required herein (except Workers' Compensation or Professional Liability) shall schedule as Additional Insureds, on a primary and non-contributory basis, the Owner and its affiliated entities and their supervisors, officers, employees, agents and assigns.

e. **WAIVERS.** The Contractor hereby waives, and will require its Subcontractors and Sub-subcontractors to waive and to require its and their insurers to waive their rights of recovery or subrogation against the Owner and its affiliated entities, supervisors, officers, employees, agents and assigns.

f. **CLAIMS.** The Contractor and its Subcontractors and Sub-subcontractors shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of the operations

conducted under or in connection with the Work and shall cooperate with the insurance carrier or carriers of the Owner and of the Contractor, its Subcontractors and Sub-subcontractors in all litigated claims and demands which arise out of said operations and which the said insurance carrier or carriers are called upon to adjust or resist.

g. **INDEMNIFICATION.** The Contractor shall indemnify the Owner from and against any and all claims, suits, judgments, damages, losses and expenses (including attorneys' fees) of any nature whatsoever to the extent caused by the negligence, recklessness or intentional wrongful misconduct (which includes, without limitation, any failure of the Contractor or any of its Subcontractors or Sub-subcontractors to perform and complete the Work in strict compliance with the Contract Documents, unless such failure has been specifically waived by the Owner in writing upon final acceptance of the Work) of the Contractor or any persons employed or utilized by the Contractor in the performance of the Contract, including without limitation, any Subcontractor or Sub-subcontractor (or their employees), utilized by the Contractor in the performance of the Work. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

6. **MODIFICATIONS, ADDITIONS, OR DELETIONS TO THE SERVICES.**

a. A Changed Service Authorization shall be a writing by the Owner that shall consist of additions, deletions, or other modifications to the Agreement agreed to by the Contractor.

b. The Owner may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Changed Service Authorizations which may identify additional or revised Scope of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the Owner. Upon receipt of any such Changed Service Authorization, the Contractor shall promptly proceed with the Changed Service Authorization, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Section 3 in this Agreement.

7. **NO WAIVER OF SOVEREIGN IMMUNITY.**

Nothing in this Agreement operates as a waiver of District's sovereign immunity or any rights or limits of liability existing under Florida law. District's indemnity obligations herein are limited to the financial limitations provided in F.S. Section 768.28, whether said loss, cost, damage, claim or expense arises from tort, contract or any other theory of law and shall not extend to any loss, cost, damage, claim or expense resulting from the acts or negligence of the Contractor. These terms shall survive the termination of this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by statute of limitations.

8. **PROTECTION OF PERSONS AND PROPERTY.**

a. The Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to all persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner who may visit or be affected thereby.

b. All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (a) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (b) all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

c. The Contractor shall at all times keep the general area in which the Services are to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services remove and dispose of all such materials. The Owner may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the Owner may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or

to comply with such standards, means and methods, the Owner may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the Owner in undertaking such action against any sums then or thereafter due to the Contractor.

9. **BOOKS AND RECORDS.**

Contractor shall maintain comprehensive books and records relating to any Services performed under this Agreement, which shall be retained by Contractor for a period of at least four (4) years from and after the completion of such Services. Owner, or its authorized representatives, shall have the right to audit such books and records at all reasonable times upon prior notice to Contractor. The provisions of this paragraph shall survive the expiration or early termination of this Agreement.

10. **PROMOTION/CONFIDENTIALITY.**

The Contractor, by virtue of this Agreement, shall acquire no right to use, and shall not use, the name of the Owner or the Owner's Representative (either alone or in conjunction with or as a part of any other word, mark or name) or any marks, fanciful characters or designs of either of them or any related, affiliated or subsidiary companies: in any advertising, publicity or promotion; to express or imply any endorsement of the Contractor's Work or services; or in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited). Contractor may, during the course of its engagement hereunder, have access to and acquire knowledge regarding plans, concepts, designs, materials, data, systems and other information of or with respect to Owner or Owner's Representative, or any subsidiaries or affiliated companies thereof, which may not be accessible or known to the general public ("Confidential Information"). Confidential Information that is specific as to techniques, equipment, processes, products, concepts or designs, etc. shall not be deemed to be within the knowledge of the general public merely because it is embraced by general disclosures in the public domain. Any knowledge acquired by Contractor from such Confidential Information or otherwise through its engagement hereunder shall not be used, published or divulged by Contractor to any other person, firm or corporation, or used in any advertising or promotion regarding Contractor or its services, or in any other manner or connection whatsoever without first having obtained the written permission of Owner, which permission Owner may withhold in its sole discretion. Contractor specifically agrees that the foregoing confidentiality obligation applies to, but is not limited to, any information disclosed to Contractor in any document provided to Contractor pursuant to or in connection with this Agreement, including but not limited to, a Request for Proposal, Request for Estimate, Request for Quotation or Invitation to Bid, except to the extent Contractor must disclose such information to compile and prepare its proposed price for work or services performed hereunder. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

11. **ASSIGNMENT.**

This Agreement is for the personal services of Contractor and may not be assigned by Contractor in any fashion, whether by operation of law, or by conveyance of any type including, without limitation, transfer of stock in Contractor, without the prior written consent of Owner, which consent Owner may withhold in its sole discretion. Owner retains the right to assign all or any portion of this Agreement at any time. Upon such assignment, and provided the Assignee shall, in writing, assume Owner's obligations under this Agreement, Owner shall be automatically released and discharged from any and all of its obligations under this Agreement, and Contractor shall thenceforth look solely to the Assignee for performance of Owner's obligations under this Agreement.

12. **SUSPENSION OR TERMINATION.**

Anything in this Agreement to the contrary notwithstanding, Owner shall, in its sole discretion and with or without cause, have the right to suspend or terminate this Agreement upon seven (7) days prior written notice to Contractor. In the event of termination, Owner's sole obligation and liability to Contractor, if any, shall be to pay to Contractor that portion of the amount earned by it, plus any earned amounts for extra Services performed pursuant to Sections 3 and 6, through the date of termination.

13. SUBCONTRACTORS.

If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:

- a. Nothing contained in the Agreement shall create any contractual relationship between the Owner and any Subcontractor. However, it is acknowledged that the Owner is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.
- b. Contractor shall coordinate the services of any Subcontractors, and remain fully responsible under the terms of this Agreement, Contractor shall be and remain responsible for the quality, timeliness and the coordination of all Services furnished by the Contractor or its Subcontractors.
- c. All subcontracts shall be in writing. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and conditions of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the Owner, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

14. NOTICE.

- a. Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, telex, facsimile, cable, or courier service, and shall be deemed given when received by the addressee. Notices shall be addressed as follows:

If to Owner: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
10450 Turkey Lake Road, Box #690519
Orlando, FL 32869
Attention: Contracting Officer

If to Contractor: HELENA AGRI-ENTERPRISES, LLC
225 Schilling Blvd., STE. 300
Collierville, TN 38017
Attention: Bill Salley

or to such other address as either party may direct by notice given to the other as hereinabove provided.

- b. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

15. OWNERSHIP OF WORK PRODUCT.

- a. All drawings, data, ideas, concepts, molds, models, tooling, improvements, inventions, or other tangible or intangible work product in whole or in part conceived, developed, produced, commissioned or acquired by Contractor hereunder ("Work Product") shall be and remain the sole and exclusive property of Owner when produced, whether or not fixed in a tangible medium of expression, except that Contractor may retain copies of such Work Product for its permanent reference, but shall not use such copies in any manner whatsoever without the express written consent of Owner and shall keep same confidential in accordance with the requirements of Section 10 entitled Promotion/Confidentiality. In the event of early termination of this Contract, in whole or in part, Contractor shall deliver to Owner all Work Product whether complete or not.
- b. Without limiting the forgoing, Contractor agrees that any and all Work Product shall be deemed to be "works made for hire" for Owner as the author, creator, or inventor upon creation; provided, however, that in the event and to the extent that such Work Product is determined not to constitute "works made for hire" as a matter of law, Contractor hereby irrevocably assigns and transfers such property, and all right, title and interest therein, whether now known or hereafter existing including, but not limited to, patents and copyrights, to Owner and its successors and assigns. Contractor grants to Owner all rights including, without limitation, reproduction,

manufacturing and moral rights, throughout the universe in perpetuity and in all languages and in any and all media whether now or hereafter known, with respect to such Work Product. Contractor acknowledges that Owner is the motivating force and factor, and for purposes of copyright or patent, has the right to such copyrightable or patentable Work Product produced by Contractor under this Contract. Contractor agrees to execute any and all documents and do such other acts as requested by Owner to further evidence any of the transfers, assignments and exploitation rights provided for herein.

16. LEGAL PROCEEDINGS.

a. The Contract Documents shall be construed and interpreted in accordance with the laws of the State of Florida, to the exclusion of its rules concerning conflicts of laws, and shall constitute the entire and sole understanding of the parties hereto notwithstanding any prior oral or written statements, instructions, agreements, representations, or other communications.

b. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, the Contract Documents or the Work to be performed hereunder (a "Proceeding"), shall be submitted for trial, without jury, solely and exclusively before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; provided, however, that if such Circuit Court does not have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before the United States District Court for the Middle District of Florida (Orlando Division); and provided further that if neither of such courts shall have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before any other court sitting in Orange County, Florida, having jurisdiction. The parties (i) expressly waive the right to a jury trial, (ii) consent and submit to the sole and exclusive jurisdiction of the requisite court as provided herein and (iii) agree to accept service of process outside the State of Florida in any matter related to a Proceeding in accordance with the applicable rules of civil procedure.

c. In the event that any provision of any of the Contract Documents is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity or, if this leads to an impracticable result, shall be stricken but, in either event, all other provisions of the Contract Documents shall remain in full force and effect.

17. MISCELLANEOUS PROVISIONS.

a. Any failure by Owner to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Owner may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

b. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute a full and complete release of Owner by Contractor from any and all claims, demands and causes of action whatsoever which Contractor may have against Owner in any way related to the subject matter of this Agreement and Contractor shall as a condition precedent to receipt of final payment from Owner, submit to the Owner a fully and properly executed General Release, in the form attached to this Agreement. Neither the Owner's review, approval or acceptance of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to Owner in accordance with law for all damages to Owner caused by the Contractor's performance of any of the Services furnished pursuant to this Agreement.

c. It is understood and agreed that Contractor is acting as an independent contractor in the performance of its Services hereunder, and nothing contained in this Agreement shall be deemed to create an agency relationship between Owner and Contractor.

d. The rights and remedies of Owner provided for under this Agreement are cumulative and are in addition to any other rights and remedies provided by law.

18. THE OWNER'S REPRESENTATIVES.

The Owner's authorized representative (herein referred to as the "Owner's Representative") shall be **April Keneston**, whose mailing address is 10450 Turkey Lake Road, Box #690519, Orlando, Florida 32869; provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Section from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the Owner's Representative for purposes of this Agreement. Except as otherwise provided in this Agreement, and until the Contractor is notified in writing to the contrary, all actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given and made by, or delivered or given to, the Owner's Representative in the name of and on behalf of the Owner; provided, however, that the Owner (and not the Owner's Representative) shall be solely obligated to the Contractor for all sums required to be paid by the Owner to the Contractor hereunder.

Nothing contained in this Agreement shall create any contractual relationship between the Contractor and the Owner's Representative; provided, however, that the Owner's Representative shall be deemed to be a third party beneficiary of those obligations of the Contractor to the Owner as imposed by this Agreement.

19. PUBLIC RECORDS.

The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OWNER'S CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER 407-939-3240, EMAIL ADDRESS PUBLICRECORDS@OVERSIGHTDISTRICT.ORG, MAILING ADDRESS CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, ATTN: PUBLIC RECORDS ADMINISTRATOR, P.O. BOX # 690519, ORLANDO, FLORIDA 32869.

20. NON-FUNDING.

In the event that budgeted funds for this Agreement are reduced, terminated, or otherwise become unavailable, Owner may terminate this Agreement upon written notice to Contractor without penalty to Owner. Owner shall be the final authority as to the availability of the funding.

21. SCRUTINIZED COMPANIES.

By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for goods or services pursuant to Section 287.135, Florida Statutes.

a. Specifically, by executing this Agreement, the Contractor certifies that it is **not**: on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

b. Additionally, if this Agreement is for an amount of \$1,000,000 or more, by executing this Agreement, the Contractor certifies that it is **not**:

i. On the “Scrutinized Companies with Activities in Sudan List” or the “Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List,” created pursuant to Section 215.473 Florida Statutes; and/or

ii. Engaged in business operations in Cuba or Syria.

c. The Owner reserves the right to terminate the Agreement immediately should the Contractor be found to:

i. Have falsified its certification herein pursuant to Section 287.1358, Florida Statutes; and/or

ii. Have become ineligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the Owner.

d. If this Agreement is terminated by the Owner as provided in paragraph c above, the Owner reserves the right to pursue any and all legal remedies against the Contractor, including, but not limited to the remedies described in Section 287.135, Florida Statutes.

e. If this Agreement is terminated by the Owner as provided in paragraph above, the Contractor shall be paid only for the work completed as of the date of the Owner’s termination.

f. Unless explicitly stated in this Section, no other damages, fees or costs may be assessed against the Owner for its termination of the Agreement pursuant to this Section.

22. E-VERIFY COMPLIANCE.

The Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The Contractor agrees and acknowledges that the Owner is a public employer that is subject to the E-verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Agreement. Notwithstanding the provisions of this Section hereof, if the Owner has a good faith belief that the Contractor has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws of the Attorney General of the United States for employment under this Agreement, the Owner shall terminate the Agreement. If the Owner has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Owner shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the Owner as a result of termination of a contract based on Contractor’s failure to comply with E-verify requirements referenced herein.

23. CONTRACT DOCUMENTS.

a. The Contract Documents which comprise the entire understanding between the Owner and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to the Agreement. Each Exhibit is incorporated herein by reference for all purposes.

Exhibit A: Scope of Services (A-1 through A-2)

Exhibit B: Special Contract Conditions (B-1 through B-15)

b. If there is a conflict between the terms of this Agreement and the Exhibits, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the Exhibits.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the day and year first above written.

**OWNER
CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT**

**CONTRACTOR
HELENA AGRI-ENTERPRISES, LLC**

Signature: _____

Signature: _____

Print Name: Alexis Yarbrough

Print Name: _____

Title: Chairman of the Board of Supervisors

Title: _____

Date: _____

Date: _____

Exhibit A
SCOPE OF SERVICES
Contract No. C006786

SCOPE OF SERVICES

Contractor shall provide all labor, material, equipment, supervision, transportation, tools, and all other things necessary to supply and deliver aquatic herbicide chemicals for the treatment and control of Hydrilla on an as-needed basis as requested by Owner.

Hydrilla species, an invasive exotic aquatic plant species, often causes serious environmental and economic impacts in Florida. It produces dense canopies that can cover the entire surface of a water body and reduce plant diversity by shading out native submerged aquatic plants. These dense canopies also provide ideal breeding environments for mosquitoes. Hydrilla may also reduce dissolved oxygen concentrations and increase fluctuations in pH and surface temperatures of the effected water body. The treatment and control of the aquatic plant is necessary for the safety of boaters and the health of lakes.

PRODUCTS

All aquatic herbicide products shall be supplied as specified in Section 3 of the Agreement. All equivalent product(s) provided must be registered and approved by the Environmental Protection Agency ("EPA") for aquatic use.

ORDERS

1. Orders shall be placed on an as needed basis. The District will place the orders with the Contractor as follows:

Contact Name: Ryan Grow

Contact E-mail Address: growr@helenaagri.com

Contact Phone Number: (352) 422-2023

It is the responsibility of the Contractor to provide updated Ordering Instructions if this information changes during the contract term. However, the minimum delivery timeframe may not be extended. Once an order is placed with the Contractor by either phone or e-mail, the Contractor must confirm the order within two (2) business days.

2. The District is not authorized by permit nor has the appropriate facility to store large quantities of chemicals; therefore, products will need to be delivered to the site for immediate use.
3. Unapproved substitutes will not be allowed. If the items ordered are not available, the Contractor must contact the District prior to shipment to determine if a substitute is acceptable. In such cases, Contractor may be requested to provide Safety Data Sheets ("SDS") or additional product information.

DELIVERY REQUIREMENTS

1. All deliveries must be scheduled with Scott Glasscock, WDW Pest Management, at (407) 973-9993. All deliveries must be confirmed ahead of time the WDW Pest Manager as sometimes they are delivered lakeside.
2. All deliveries shall be coordinated on normal business days (Monday through Friday). Deliveries shall not be made on District observed holidays.
3. Contractor shall notify the Owner of scheduled delivery information in writing, to April Keneston, akeneston@oversightdistrict.org.
4. Contractor shall deliver product within four (4) days of District order placement.
5. Contractor shall be responsible for product delivery from the point of origin until the materials are properly unloaded at the District's designated area.
6. Contractor shall be responsible for unloading and placing materials in an accessible location at the direction of the receiver.
7. In the event an item(s) is received and it is later determined there is concealed damage when the item(s) are unpacked, the item must be replaced by the Contractor at no cost to the District.

Exhibit A
SCOPE OF SERVICES
Contract No. C006786

8. Contractor must provide Safety Data Sheets and labels for all products in conjunction with each delivery in accordance with the Federal "Right-To-Know" Regulations. All material must be labeled, handled, transported, and stored in accordance with all applicable guidelines and laws.
9. Contractor shall employ a sufficient number of trained chemical delivery personnel so that the service is completed on time as scheduled.
10. All services shall be performed using skilled professionals and shall be executed in workmanlike manner in accordance with best standards and practices of the trade.

PRICING AND SHIPPING COSTS

1. Contract pricing in Section 3 of the Agreement includes all packing, shipping, delivery and unloading at a designated site. Shipping location for the herbicides shall be as follows:
Disney Pest Management
2200 South Service Lane
Lake Buena Vista, Florida 32830
2. Contract pricing in Section 3 of the Agreement shall be firm for Year 1. A reasonable price escalation may be approved for Year 2 and Year 3, based on the appropriate PPI index.
3. Owner is not obligated to purchase any minimum or maximum amount during the contract term.

QUALITY CONTROL

1. Contractor shall establish a quality control / quality assurance program specific to this Agreement scope and shall maintain and monitor the program throughout the life of the contract.
2. Owner has the right, at any stage of the operation, to reject any or all work and material that in the Owner's opinion does not meet the requirements of this scope of services.

SAFETY

1. All Contractor equipment shall be properly maintained with all safety equipment intact and operational.
2. Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to all persons involved in any way in the Services.
3. Contractor shall perform services in a clean and safe way. The Contractor shall control any vehicles and tools so not to affect any other vehicles or equipment within the job site.
4. Contractor shall be responsible for the safety of its employees and shall, at a minimum, require applicable personal protective equipment ("PPE") including, but not limited to, hard hat, safety vest, eye, and hand protection.

End of Exhibit A

Exhibit B
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
SEPTEMBER 2023 EDITION
Contract No. C006786

(i) Table of Contents:

- I. General Safety Requirements, Contractor Parking and Access, Break Areas
- II. Construction Site Minimum Personal Protective Equipment (“PPE”) and Clothing Requirements
- III. Reserved
- IV. Asbestos/Cadmium or Lead/CFCs
- V. Confined Spaces
- VI. Hazardous and Chemical Waste Disposal
- VII. Electrical Safety Policy
- VIII. Lock out/Tag out (“LOTO”)
- IX. Fall Protection
- X. Aerial Work Platforms (“AWP”)
- XI. Ladders
- XII. Trenching and Excavation
- XIII. Utility Locates
- XIV. Mobile Cranes
- XV. Heavy Equipment Operations
- XVI. Diving Operations
- XVII. Reserved

(ii) Definitions:

The following is a list of defined terms and their corresponding meaning as they appear within this document:

Contractor: The word, Contractor, as it appears within this document, means the Contractor or the Consultant as named and as defined within the Agreement. The Contractor’s, rights, privileges, duties and obligations, as set forth herein also apply to each of its Sub-contractors and Sub-subcontractors and the suppliers of each and to the Consultant and each of its Sub-consultants and Sub-subconsultants and the suppliers of each.

Owner: The word, Owner, as it appears within this document, means the Owner, acting on its own behalf, or the Owner’s Representative, acting on the Owner’s behalf, each as named and defined within the Agreement, together with their designated representative(s).

I. GENERAL SAFETY REQUIREMENTS, CONTRACTOR PARKING AND ACCESS, BREAK AREAS

The Owner is dedicated to establishing and maintaining a safe work environment on all of its sites. Accordingly, the Contractor is obligated to strictly abide by the safety regulations and requirements set forth within these Special Contract Conditions. Flagrant disregard for safety regulations and requirements by the Contractor may result in disciplinary action up to and including immediate suspension of all relevant work activities and permanent removal of the responsible party, individual (or both) from the Owner’s property.

All workers must maintain appropriate and respectful behavior at all times. The following behaviors are not allowed and may result in disciplinary action up to and including immediate removal from the property:

- a) Fighting
- b) Horseplay
- c) Possession of firearms
- d) Possession/use of alcohol/drugs

Work performed must be planned and communicated prior to starting and must incorporate safety into the planning. This shall take the form of a Project Site-Specific Safety Plan (“PSSP”), a hazard analysis, pre-task

Exhibit B
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
SEPTEMBER 2023 EDITION
Contract No. C006786

planning, etc. The type of planning used should be based on the complexity of the project and the associated safety hazards. Do not begin work before safety measures are in place and training is complete. Any changes to the PSSP must be communicated to the Owner.

All workers, including managers and supervisors, shall have the proper training and instruction on general safety requirements for the project as well as any task or equipment specific training required to complete the project. This also includes temporary workers. Awareness-type training is not sufficient where task or equipment specific training is required.

No one shall knowingly be permitted to work while their ability or alertness is so impaired by fatigue, illness, or other cause that they may expose themselves or others to injury.

All jobsite emergencies shall be reported immediately. For fire or medical emergencies, call 911 and ask for District Fire Department. Report all emergencies to an immediate supervisor, the project manager and the Owner.

All work-related materials must be stored in an orderly fashion, keeping exits, access ways, walkways and sidewalks unobstructed. Work areas must be kept as clean and free of debris as practicable. Trash cans must be provided for refuse.

Smoking, “vaping”, and smokeless tobacco use will be permitted in designated areas only. The Owner reserves the right to designate these areas on a project.

Workers shall not engage in any activity, including cell phone usage, which diverts their attention while actually engaged in performing work. This includes operating vehicles and equipment. If cell phone usage is the primary means of communication, then it must be used in hands-free mode. The use of ear buds is prohibited.

No one shall ride in a vehicle or mobile equipment unless they are on a seat, with the exceptions of aerial work platforms (“AWPs”) and other equipment designed to be ridden while standing. Riding in the back of pick-ups shall not be allowed.

Seatbelts must be used when provided in any type of vehicle, including but not limited to, personal vehicles, industrial trucks, haulage, earth moving, and material handling vehicles. Seatbelts must also be used in a personal transport vehicle (“PTV”) if so equipped.

Posted speed limits and other traffic signs shall be observed at all times. Stop for personnel in and/or entering a crosswalk as they have the right of way.

Do not pass or drive around busses when they are loading, unloading, or stopped in a driving lane.

Park in authorized areas only. Do not block or obstruct intersections, fire lanes or fire hydrants, traffic lanes, pedestrian walkways, driveways or parking lot entrances. Vehicles parked in unauthorized places may be towed without notice at the vehicle owner’s expense.

Fresh drinking water must be provided at construction job sites. If a cooler is used instead of bottled water, then it must be maintained in a sanitary condition, be capable of being tightly closed, equipped with a tap, and clearly marked as to its content. Disposable cups must be provided. Trashcans must be provided for the disposable cups and/or bottles.

Exhibit B
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
SEPTEMBER 2023 EDITION
Contract No. C006786

Portable restrooms and hand washing facilities must be provided, if needed, and must be maintained in a clean and sanitary condition. Portable restrooms must meet Florida Administrative Code 64E-6.0101. The Owner reserves the right to determine the location of these facilities.

II. CONSTRUCTION SITE MINIMUM PERSONAL PROTECTIVE EQUIPMENT (“PPE”) AND CLOTHING REQUIREMENTS

The Contractor shall require that all workers within the construction limits always wear/utilize personal protective equipment (“PPE”), including but not limited to the following: hard hats, safety glasses, high visibility vests or shirts, construction/work-grade footwear and long pants. Additional PPE shall be utilized when other specific hazards are present as defined by the Project Specific Safety Plan (“PSSP”). All PPE must meet current Occupational Safety and Health Administration (“OSHA”) and American National Standards Institute (“ANSI”) requirements. The Owner reserves the right of final decision, in its sole and absolute discretion, as to whether the PPE utilized meets project requirements. “Cowboy” and similar novelty hard hats are not permitted. Sleeveless shirts are not permitted. All high-visibility clothing is to be monitored closely to ensure that all items retain the protective qualities provided by the manufacturer. Vests and shirts that have become faded are to be replaced and shall not be worn while performing work on the Owner’s job site. Shirts designed to be worn by the general public, such as those endorsing sports teams or other products or services, even if they are yellow, green, or orange, are not considered high-visibility shirts and do not meet the requirements set forth herein. In the event that any of the requirements set forth within this Section conflict with the requirements set forth elsewhere within this document or within any of the Contract Documents, the more stringent requirements shall apply.

III. RESERVED.

IV. ASBESTOS/CADMIUM OR LEAD/CFCs

A. ASBESTOS

Contractor acknowledges that it has been made aware that Asbestos-Containing Materials (“ACM”) and/or Presumed Asbestos-Containing Materials (“PACM”), including without limitation, thermal system insulation, and sprayed on or troweled on surfacing material that is presumed to contain asbestos, exists or may exist at the Job Site and that Contractor may be performing Work or services in or near areas that contain ACM and/or PACM as specified in the Contract Documents. Contractor takes full and complete responsibility for communicating existing conditions to all Subcontractors, Sub-subcontractors and employees thereof in accordance with the Occupational Safety and Health Administration Hazard Communication Standard 29 CFR Part 1926.59. The Owner and Contractor agree that the quantities of ACM and/or PACM referred to in the Contract Documents are approximate and are enumerated for the sole purpose of providing notification pursuant to the Occupational Safety and Health Administration Asbestos Standards, 29 CFR Parts 1910, 1915, and 1926.

B. CADMIUM and/or LEAD

Contractor acknowledges that it has been made aware that cadmium and/or lead exists, or may exist, at the Job Site and that Contractor may be performing Work or services in or near areas that contain cadmium and/or lead as specified in the Contract Documents. Contractor takes full and complete responsibility for communicating existing conditions to all subcontractors and employees thereof in accordance with the Occupational Safety and Health Administration Hazard Communication Standard 29 CFR Part 1926.59. The Owner and Contractor agree that the cadmium and/or lead referred to in the Contract Documents are described for the sole purpose of providing notification

Exhibit B
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
SEPTEMBER 2023 EDITION
Contract No. C006786

pursuant to the Occupational Safety and Health Administration Cadmium Standard 29 CFR 1926.63 and/or Lead Standard 29 CFR 1926.62.

C. CHLOROFLUOROCARBONS (“CFCs”)

Contractor acknowledges that it has been made aware that chlorofluorocarbons (“CFCs”) exist, or may exist at the Job Site and that Contractor may be performing Work or services in or near areas that contain CFCs as specified in the Contract Documents. Should the Contractor’s work result in (i) any loss or release of CFCs from any source, including any equipment or containers, or (ii) any addition by Contractor of CFCs to any equipment or container, then Contractor shall provide all necessary documentation concerning such loss, release or addition, including the quantities of CFCs affected, to the Owner. The Owner and Contractor agree that the quantities of CFCs referred to in the Contract Documents are approximate and are enumerated for the sole purpose of providing notification to the Contractor.

D. USE OF ASBESTOS/LEAD/CADMIUM CONTAINING MATERIALS

Contractor shall not utilize or install any asbestos, lead, or cadmium-containing products on the Owner’s property or within the scope of Work or services contemplated by this Agreement. It is the responsibility of the Contractor to obtain appropriate Material Safety Data Sheets for all materials to be used, and verify that the products do not contain asbestos, lead or cadmium. This requirement extends to any materials that may be specified in the Contract Documents. Specification of a particular material by the Owner in the Contract Documents does not relieve the Contractor from its responsibility to verify that the specified material does not contain asbestos, lead or cadmium. If a specified material does contain asbestos, lead or cadmium, then Contractor shall notify Owner immediately, and submit a proposed alternate material to be used in lieu of the specified material. Contractor shall submit Material Safety Data Sheets for all installed products, as part of the As-Built package. If Contractor installs any product containing asbestos, lead or cadmium, without previously obtaining the written consent of the Owner, Contractor shall be responsible for all costs associated with removal of the asbestos, lead, or cadmium containing material.

V. CONFINED SPACES

Contractor acknowledges that it has been made aware that permit-required confined spaces exist or may exist at the Job Site and that the Contractor may be performing Work or Services in or near permit-required confined spaces as specified in the Contract Documents. The Contractor shall fully comply with the requirements of 29 CFR Part 1910.146 in connection with all Work in any permit-required confined space (“PRCS”), as defined by OSHA. The Contractor must have a written confined space program when performing Permit Required Confined Space (“PRCS”) entry. Accordingly, site specific conditions related to confined space entry must be addressed in the Contractor’s Project Specific Safety Plan (“PSSP”). In support of the Contractor’s preparation the PSSP, the Contractor shall obtain from the Owner the following information: (i) the elements that make the space in question a permit-required confined space, including the hazards identified and the Owner’s experience with the space, and (ii) any precautions or procedures that the Owner has implemented for the protection of employees in or near any PRCS where the Contractor’s personnel will be working.

The Contractor shall provide its own confined space permits when working on the Owner’s job site. All workers entering a confined space must have training commensurate with the role or task they will be performing. This includes: entrant, attendant entry supervisor, air monitoring, rescue, site-specific training for those workers exposed to hazards posed by PRCS, but who may not be performing work inside of confined space or supporting confined space entry.

Exhibit B
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
SEPTEMBER 2023 EDITION
Contract No. C006786

Confined spaces that have been evaluated and designated by the Owner as a PRCS will be treated as such, despite whether or not the Contractor agrees or disagrees with that designation. Trenches may also be treated as a PRCS under certain conditions. The Owner reserves the right to designate any trench as a PRCS in its sole and absolute discretion.

Alternate entry procedures or reclassification may be used if all requirements of 29CFR1926.1200 are met. When certain conditions described in the OSHA standard are met, the Contractor may use alternate entry procedures for worker entry into a PRCS, however, the Contractor must first consult with the Owner prior to using any alternate entry procedures.

The Owner shall provide information to the Contractor respecting any known hazards associated with a given PRCS. However, it is ultimately the Contractor's responsibility to determine, with reasonable certainty, the existence of any and all hazards prior to any worker's entry into the confined space. The Owner is NOT responsible for providing additional services prior to or during entry into a given confined space, including but not limited to: atmospheric monitoring, emergency response services, including rescue, attendants or entry supervisors.

The Owner reserves the right to order the immediate discontinuation of the performance of work and the immediate removal of the Contractor's personnel from a confined space if an unsafe condition or behavior is observed. In such instances, the space will be immediately evacuated until concerns are resolved to the satisfaction of the Owner.

When both the Owner's personnel and the Contractor's personnel will be working in or near any PRCS, prior to entering such PRCS, the Contractor shall coordinate entry operations with the Owner. The Contractor shall inform the Owner at the conclusion of the entry operations regarding the PRCS program followed and regarding any hazards encountered or created within any PRCS during entry operations. The Contractor takes full and complete responsibility for communicating existing conditions to all Subcontractors, Sub-subcontractors and to the employees thereof.

VI. HAZARDOUS AND CHEMICAL WASTE DISPOSAL.

All hazardous, regulated, universal and chemical wastes generated by the Contractor during the performance of the Work shall be managed in accordance with applicable federal, state and local law and regulations, including but not limited to Title 40 CFR Subchapter I, Parts 260 through 265, 273, 279, 302; Title 49 CFR Chapter I, Subchapter A and Rule 62-730 of the Florida Administrative Code as applicable to "Large Quantity Generators of Hazardous Wastes". Packaging, labeling, storage and disposal of such wastes shall also comply with Owner's policies, which are available from Owner. Such wastes must be properly placed in U.S. Department of Transportation approved packaging, with appropriate markings at the time of generation. Packages containing such wastes must be labeled to identify the contents, date of accumulation and the Contractor's name and telephone number. Such packages must be stored at a secure location and not exposed to weather. Upon completion of the Project or before 60 days has elapsed from the date of the first accumulation of wastes in each specific container, whichever is earlier, Contractor shall contact Owner to arrange for disposal. Owner will arrange for the disposal of such wastes by Owner's approved hazardous waste disposal vendor. Upon Owner's receipt of the invoice for disposal costs, a copy of the invoice will be forwarded to the Contractor and Contractor shall reimburse Owner therefor. The Contractor shall be responsible for all packaging, storage, and labeling costs.

Exhibit B
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
SEPTEMBER 2023 EDITION
Contract No. C006786

VII. ELECTRICAL SAFETY POLICY

Implicit on all electrical work performed at any of the Owner's properties is the Contractor's (and its Subcontractor's and Sub-subcontractor's) strict compliance with the Owner's Electrical Safety Policy ("Policy").

The Policy is that all electrical work **shall** be performed de-energized as a standard work practice. This Policy applies to the Contractor, Subcontractors, Sub-subcontractors, Subconsultants, Sub-subconsultants and anyone who performs electrical work on or near electrical conductors or circuit parts which are or may be energized. Contractor is expected to exercise good judgment and take personal responsibility for reducing the hazard risk to its lowest level and to ensure strict compliance with all applicable federal, state and local laws, codes, regulations and rules.

The Contractor agrees that its employees and agents and the employees of any Subcontractor, Sub-subcontractor, Subconsultant, Sub-subconsultant or anyone who performs electrical work as described herein shall adhere to all posted warnings, wear appropriate personal protective equipment ("PPE") and protective clothing and use appropriate tools until exposed energized electrical conductors or circuit parts are verified to be at a zero energy state. For systems up to 1000V, the zero-energy state shall be verified by the Contractor and those greater than 1000V shall be verified by the Owner. Any work performed within six feet (6') of systems greater than 1000V at a zero energy state and where there are exposed cables, all personnel shall wear a minimum of 8cal daily wear Flash Resistant Clothing ("FRC").

In the narrowly limited circumstances when exposed energized parts are not de-energized, excluding diagnostic testing that cannot be performed de-energized, a documented job briefing must first be completed by the Contractor and submitted to the Owner for approval. The intent of the briefing is to provide notification for performing energized work to the Owner prior to performing the work. The job briefing shall include, but not be limited to, the following:

- Validation for energized work
- Hazards associated with scheduled work such as working in roadways or work performed within boundary, etc.
- Work procedures
- Energy source controls such as physical barriers or meter verification
- PPE to be utilized
- Job work plan summary
- A complete list of the names of all individuals involved in the work/briefing

The Contractor understands and agrees that the Owner, throughout the term of the Contract, may review the Contractor's, Subcontractor's, and Sub-subcontractor's safe work plan to confirm for its operations and the safety and wellbeing of its employees, guests and invitees that adequate contingency plans have been considered in the event of an inadvertent interruption of electrical service.

Contractor shall establish or shall cause its Subcontractor or Sub-subcontractor to establish appropriate boundaries to restrict access around the Work based on the type of hazard present as called for in NFPA 70. The boundaries shall be either:

A **flash protection boundary**, which shall be established by the qualified person of the Contractor or its Subcontractor or Sub-subcontractor a minimum of four feet away (600V, 600A max) from the exposed energized electrical conductors or circuit parts where the potential exists for an arc flash to occur, unless specific information is available indicating a different flash boundary is appropriate. Persons must not cross the flash protection boundary unless they are wearing the appropriate PPE and are under direct supervision of a qualified person.

Exhibit B
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
SEPTEMBER 2023 EDITION
Contract No. C006786

A **limited approach boundary**, which shall be established by the qualified person of the Contractor or its Subcontractor or Sub-subcontractor a minimum of three feet six inches (3'6") away from the exposed fixed energized electrical conductors or circuit parts, 600V max, where the potential exists for an electric shock to occur, unless specific information is available indicating a different limited approach boundary is appropriate. The purpose of the limited approach boundary is to advise unqualified persons that an electrical shock hazard exists and to reduce the risk of contact with an exposed energized conductor. Only qualified persons and immediately supervised unqualified persons are allowed to cross the limited approach boundary.

The Contractor understands and agrees that it is the responsibility of the Contractor to ensure compliance with all applicable safety laws, codes regulations and rules as well as adherence to the Policy for all electrical work. The Owner reserves the right to observe and/or audit the Contractor's (or its Subcontractor's or Sub-subcontractor's) work without notice. The Contractor expressly understands and unequivocally agrees that any failure to strictly comply with any applicable safety laws, codes, regulations, and the rules of this Policy constitutes a material breach of the Contract and may result in an immediate work stoppage or termination of the Contract at no additional cost to the Owner.

VIII. LOCK OUT / TAG OUT

The Contractor shall have and maintain a program consisting of energy control procedures, employee training and periodic inspections prior to performing Lock Out / Tag Out ("LOTO"). The program shall have steps for notification, shutting down, isolating, blocking and securing machines, applying LOTO devices, dissipating stored energy equipment or facilities to control hazardous energy. It shall also have steps for the removal and transfer of LOTO devices and tags.

The Contractor must verify by testing that the machine or equipment has been isolated and secured from all energy sources before work begins. All affected personnel must be notified prior to starting.

Proper PPE must be worn in accordance with NFPA70E as referenced in RCES Electrical Safety, latest revision.

LOTO devices shall indicate the identity of the employee applying the device(s) as well as their department/company, contact number and date if the work will extend beyond one shift. A lock and tag must be used for all energy isolation. LOTO devices shall be standardized by color, shape or size and shall not be used for any other purpose. LOTO devices shall only be used for performing service or maintenance on equipment, not to be used for any other use. LOTO shall be performed only by the person(s) who are performing the servicing or maintenance. Each person performing LOTO must have individual locks and tags.

Before LOTO devices are removed by the worker who applied the device(s), the work area shall be inspected to ensure that nonessential items have been removed, all workers have been safely positioned or removed, and affected workers have been notified of re-energization of the equipment.

Hot tap operations for pressurized pipelines carrying natural gas, steam or water do not require LOTO if it is demonstrated that:

- a) Continuity of service is essential, and
- b) Shutdown of the system is impractical, and
- c) Procedures are documented and followed, and
- d) Special equipment is used to provide effective protection for workers

Exhibit B
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
SEPTEMBER 2023 EDITION
Contract No. C006786

Systems shall be de-energized and taken to a zero-energy state using applicable LOTO procedures and verified before work begins. Work on an energized system (e.g. diagnostic testing that cannot be performed de-energized) shall require validation accepted by the Owner and project manager.

If an equipment/machine is not capable of accepting a lock, a tag may be used without a lock as long as additional means can be used to prevent accidental activation of the device (e.g., removal of a lever, handle, switch, or valve).

Group LOTO is permitted when all of the following are met:

- a) A single authorized employee must assume the overall responsibility for the control of hazardous energy for all workers in the group. Authorized employees must have knowledge and training in the following:
- b) Skills necessary for the safe application, use and removal of energy-isolating devices
- c) Hazardous energy source recognition
- d) Type and magnitude of the hazardous energy sources in the workplace
- e) Energy-control procedures, including methods and means to isolate and control energy sources

The authorized employee must communicate and implement LOTO procedures, coordinate the operation to all affected workers, and verify that all LOTO procedural steps have been taken.

Each worker must affix their own personal LOTO device and tag to the group LOTO device or group lockbox before work begins.

The authorized employee must not remove the group LOTO device until each worker in the group has removed their personal LOTO device. The authorized employee will be the first lock on and the last lock off unless their responsibilities have been handed over to another authorized employee.

The authorized employee must make sure that there is a continuity of LOTO protection during a shift change. It is the responsibility of the oncoming worker to verify the machine, equipment or facilities is still in a zero-energy state. If there will be a lapse in time between the outgoing worker removing their LOTO device and the oncoming worker placing their LOTO device, the oncoming authorized employee must repeat the LOTO process and place their personal LOTO device on the machine, equipment or system.

In the event that a worker leaves the jobsite without removing their LOTO device and cannot be located, and it is necessary to restore the equipment to its normal operating state, the LOTO device may be removed after all of the following have been completed:

- a) Contractor has had no success in contacting the worker to determine if they are available to remove the LOTO device.
- b) Contractor's supervisory personnel, the authorized person, and the Owner have determined that it is safe to re-energize the machine, equipment or facility.
- c) The authorized person has notified all affected individuals that the machine, equipment or facility is being reenergized.
- d) After removal of the LOTO device, the Contractor must notify the worker whose lock was removed, prior to their return to work, that their LOTO device was removed and the machine, equipment or facility has been reenergized.

When the Contractor is performing work on existing machines, equipment or facilities owned and operated by the Owner, the Owner's responsible Project / Engineering Management and responsible Contractor supervisory personnel shall inform each other of their respective LOTO programs. The Owner reserves the right to determine if the Contractor's LOTO program meets the Owner's requirements.

Exhibit B
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
SEPTEMBER 2023 EDITION
Contract No. C006786

IX. FALL PROTECTION

The Contractor shall provide training to all affected workers regarding the proper use of fall protection systems. Workers using fall protection improperly (e.g. harness slightly loose, D-ring in the wrong position on the back, etc.) can correct the condition and then continue working. Repeated misuse or misuse which results in an extremely hazardous condition (e.g. using an improper anchor point, using the wrong type or length of lanyard, etc.) will be considered cause for the Owner to demand an immediate stop to the performance of all related work (hereinafter deemed a “STOP WORK” condition), and the Contractor shall then immediately discontinue the performance of such work. When workers are observed being exposed to an unmitigated fall hazard, it will also be considered a STOP WORK condition. Work will not resume until the Contractor has reevaluated the situation and developed corrective measures to ensure the hazard(s) will not occur again.

Fall restraint systems shall be used instead of fall arrest systems whenever feasible. These systems allow a person to reach an area to perform their duties but prevent them from reaching a point where a fall could occur.

Self-retracting lifelines or lanyards (“SRLs”) must be anchored at the height of the harness D-ring or above. It should be positioned directly overhead in order to prevent swing falls. When it isn’t feasible to anchor overhead, and anchorage is only possible below the D-Ring, then fall protection equipment specifically designed for that application must be used. All SRLs must be used in accordance with the SRL manufacturer’s instructions.

The Contractor shall use anchorage connection points designated by the Owner when available. If no such designated anchorages are available, then the Contractor’s qualified person must select structures suitable as fall protection anchorage points for their workers.

Fall protection is not required when using portable ladders unless the ladder cannot be placed to prevent slipping, tilting or falling. If ladders must be used under these circumstances (e.g. lifts are not feasible), a Personal Fall Arrest System (“PFAS”), independent of the ladder, must be used. Working height on portable ladders is limited to twenty-five feet (25’).

The use of a ladder, or similar, in close proximity (i.e., ladder length plus 4 feet) to a guardrail or parapet may create an exposure to the fall hazard. Fall protection must be provided by raising the height of the guardrail/parapet or a PFAS, independent of the ladder, must be used. Ladders or work platforms with a built-in guarded work platform do not require additional fall protection.

Workers shall be protected from falling into excavations five feet (5’) or more in depth.

Slopes with an angle of measure from horizontal grade that exceed 40° require the use of fall protection.

Fall protection is required for work conducted six feet (6’) or more above water. Where fall protection completely prevents falling into the water, personal flotation devices (“PFDs”) are not required.

X. AERIAL WORK PLATFORMS (“AWP”)

All operators must be trained in safe and proper AWP operation. Training documents must be provided to the Owner immediately upon the Owner’s request.

Written permission from the manufacturer is required before modifications, additions or alterations can be made to an AWP.

Exhibit B
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
SEPTEMBER 2023 EDITION
Contract No. C006786

Operators shall be responsible for following the requirements of the AWP operating manual and ensuring that the vehicle is in proper operating condition. Operators shall immediately report any item of non-compliance to a supervisor for corrective action. AWP's that are not in proper operating condition shall be immediately removed from service until repaired. The key shall be removed from the vehicle and a tag shall be attached to the control panel to identify the machine as "out of service" the vehicle shall not to be operated until it has been repaired.

The primary purpose of AWP equipment is to raise personnel and necessary tools to a temporary height for work; the AWP shall not be used as a crane. AWP equipment is not designed to lift materials except on the platform and within the manufacturer's capacity limits. Lifting items on the guardrails or by attaching them to the AWP equipment in any manner not approved by the manufacturer is strictly prohibited.

AWP occupants shall wear a fall restraint system, which includes a safety harness along with a fixed lanyard or self-retracting lifeline ("SRL") of appropriate length (e.g. 3 feet). If the AWP is being used at heights of 18 ft. or less, then a SRL shall be utilized. The fall restraint system shall be connected to an anchorage point provided by the manufacturer at all times when the AWP is in use.

Transfer at Height (in or out of the basket/platform) is permitted however one hundred percent (100%) tie-off is required during the maneuver.

Some AWP's are equipped with an external fall protection system. These systems are either a halo system or rigid rail engineered to safely allow personnel to exit the basket with 270-degree (270°) mobility around the basket. These systems are designed to provide an anchorage for fall arrest and can be used as such. Fall restraint is also an option depending upon the situation. When an individual is attached outside of the AWP basket, the AWP shall be emergency stopped and the basket shall not be moved. If an individual must reach an area that is not within the current radius of the attached fall protection system (harness/lanyard) they shall re-enter the AWP basket, move the unit to a closer location, emergency stop the AWP and then exit the basket to perform the given task from the new location.

XI. LADDERS

Consideration must be given to the method of transporting tools and materials to the work location. Workers are not permitted to hand-carry items up the ladder. Hands must be free to climb the ladder.

Ladders placed in areas such as passageways, walkways, doorways or driveways, or where they can be displaced by workplace activities or traffic should be barricaded to prevent accidental movement.

Never place a ladder in front of doors unless the door is locked and access is controlled.

Never climb the back-bracing of a step/A-frame ladder unless it is a twin (double-sided) ladder.

Only one person is permitted on a ladder at a time, unless it is designed for two-person use.

Do not use ladders as scaffold.

All manufacturer stickers/labels must be affixed and in readable condition.

Prior to each use, the Contractor must visually check the ladder for the following:

- a) Free of cracks, splits, and corrosion.
- b) Steps/rungs free of oil/grease.
- c) Steps/rungs firmly attached to side rails.

Exhibit B
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
SEPTEMBER 2023 EDITION
Contract No. C006786

- d) Steps/rungs not bent.
- e) Safety feet/base and other moveable hardware in good working condition.
- f) Ropes/pulleys in good condition (extension ladders).

Temporary fixes shall not be used to make repairs to a damaged ladder. Any repair to a ladder must be with manufacturer approved parts or kits. Any accessories used with a ladder must be approved by the manufacturer.

Work shall not be performed from a permanent fixed ladder unless a fall protection system, such as a ladder climbing device, is installed and used.

Extension, straight, and portable ladders cannot be made of wood (except job-made ladders on construction sites); fiberglass is preferred. Ladders made of aluminum cannot be used for electrical work or near energized equipment.

The working height for an extension shall be limited to under 25 feet.

Workers shall not sit, kneel, step, or stand on the pail shelf, top cap, or the first step below the top cap of an A-frame/step ladder.

If ladders are used within 1.5 times their height to a leading edge or drop in elevation (measured horizontally), fall protection devices must be used.

Do not use an A-frame/step ladder to transition to another elevated work surface unless it has been specifically designed for this.

Use ladders correctly. Do not over-reach. Prevent belt buckles from extending outside the side rails of the ladder. A-frame/step ladders should be used only for front-facing work. Do not perform "side-load" work.

XII. TRENCHING AND EXCAVATION

Utility locate tickets must be obtained prior to breaking ground by each and every contractor performing trenching/excavation and the operator performing the trenching/excavation must have reviewed the ticket. Third party locates may also be required for trenching/excavations located beyond the utility provider's service point.

All soil shall be considered as Class C soil. Class A and B soils do not exist on property. All sloping of trenches must be at a 1.5:1.0 ratio. Benching is not allowed in Class C soil.

Any shoring, bracing, shielding or trench boxes used must be in good condition. Tabulated data must be made available upon request.

Trenches or excavations that have a hazardous atmosphere or the potential to contain a hazardous atmosphere must be monitored by the competent person and may have to be treated as a confined space if appropriate.

The Contractor must provide appropriate barricades to protect people from falling or driving into the trench or excavation. Lighted and/or reflective barricades are preferable at night. Caution tape is not a sufficient barricade.

Barricades must be placed at least six feet (6') from the edge of the trench or excavation. Trenches and excavation that are left open and unattended shall be barricaded until work resumes. These barricades shall be checked at least daily to assure no changes have occurred.

Exhibit B
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
SEPTEMBER 2023 EDITION
Contract No. C006786

XIII. UTILITY LOCATES

Routine Locate Tickets:

The Contractor must request the locate ticket a minimum of three (3) full business days before digging.

If the dig site is in an area that is under water, the Contractor must call for the locate ten (10) full business days before digging.

Locate ticket requests can be submitted anytime on-line at Sunshine One but must be submitted to Reedy Creek Energy Services ("RCES") between 7:00 AM and 4:00 PM, Monday through Friday, excluding weekends and holidays.

Obtain a completed locate ticket through Sunshine State One Call of Florida ("SSOCOF") by calling 811.

Call the Reedy Creek Energy Services ("RCES") Utility Locate Office at (407) 560-6539.

Provide the Sunshine One Call locate ticket number.

Mark up the RCES supplied map to show limits of excavation.

The Contractor is expressly forbidden from performing any excavation work until it has received and reviewed the RCES Utility Locate Office response and notes for utility presence, conflicts or special conditions.

Emergency Locate Tickets:

An emergency is defined as any condition constituting a clear and present danger to life or property; a situation caused by the escape of any substance transported by means of an underground facility; any interruption of vital public service or communication caused by any break or defect in an underground facility; or any impairment of public roads or utilities that requires immediate repair (collectively, incident(s)), as determined by the authority having jurisdiction within the area where the incident has occurred. Difficulties experienced by the Contractor in properly scheduling the performance of planned work activities will not constitute justification for obtaining an emergency locate ticket.

During the hours of 7:00 AM to 4:00 PM, Monday through Friday, call the Reedy Creek Energy Services ("RCES") Utility Locate Office at (407) 560-6539. Call the SSOCOF at 811 or 1-800-432-4770. Provide the SSOCOF locate ticket number to the RCES Utility Locate Office.

The Contractor shall not begin emergency excavation until it has received verbal clearance from the RCES Utility Locate Office.

On weekdays between 4:00 PM and 7:00 AM, or Weekends and Holidays: Call the RCES Control Room Emergency Number at 407-824-4185. Provide the nature of the emergency and exact location. Contact SSOCOF at 811. Provide the SSOCOF locate ticket number to the RCES Control Room. The Contractor shall not begin emergency excavation until it has received verbal clearance from the RCES Control Room.

No excavation will be permitted until the excavator has submitted a Locate Ticket request and received clearance as described above.

Each company that performs digging must obtain and follow their own locate ticket. The excavator shall have a copy of the locate ticket at the excavation site.

Exhibit B
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
SEPTEMBER 2023 EDITION
Contract No. C006786

Requirements must be communicated directly to the person(s) performing the digging.

Exposed underground utilities must be protected.

Each company must locate utilities when cutting or drilling into concrete.

Secondary utilities must be considered when performing digging activities.

The Contractor shall IMMEDIATELY STOP EXCAVATION if an underground facility is contacted (even if there is no noticeable damage) and immediately notify the Owner of such. Warning signs that indicate the potential of contacting a buried, underground utility include buried red concrete, unpainted buried concrete, wooden boards, warning tape, etc.

It is important to understand tolerance zones. Locate marks show the approximate location of underground facilities. The lines can actually be located anywhere within the tolerance zone. Proceed cautiously when digging within 24 inches on either side of the locate marks.

When any mechanized equipment is used within the tolerance zone, supervisory personnel shall be present to supervise the operation.

XIV. MOBILE CRANES

Operators must be certified on the specific type of crane they are operating. Certification must come from an accredited crane operator testing organization, such as The National Commission for the Certification of Crane Operators (“NCCCO”).

A Lift Plan shall be submitted on all critical lifts and should be completed and submitted for review and acceptance, with the exception of emergency lifts, 72 hours, prior to lift.

A critical lift plan is required for the following lifts:

- a) Lift is $\geq 75\%$ of the cranes rated capacity as determined by the load chart
- b) Two or more cranes involved in the lift or adjacent to each other
- c) Hoisting personnel
- d) Lift from floating platform, barge, or vessel
- e) Any lift where boom intersects within 20 feet of monorail
- f) Any lift deemed critical by the Owner
- g) Any lift where boom intersects within 25 feet of a populated area

A critical lift plan should include a Pre-Lift Crane Data Worksheet, step-by-step work instructions, a list of all personnel involved and their assignments, and a diagram of the lift and swing area. A 3-D plan or comparable CAD rendering is preferable. A rigging plan is required to be submitted for critical lifts. If the crane will be set up on top of, or within 10-feet of a tunnel, manhole, or utility vault; or within 10-feet of a seawall, bridge, or water’s edge, Ground Bearing Pressures (“GBP”) for each outrigger (below the crane mats) must be submitted with the lift plan.

The use of a crane to hoist personnel is prohibited except where it can be demonstrated that conventional means of reaching the work area (scaffold, ladders, aerial lifts, etc.) would be more hazardous or is not possible due to worksite conditions. Hoisting personnel shall comply with all parts of 29 CFR 1926.1431.

The crane hook or other part of the load line may be used as an anchor for a personal fall arrest system where all of the following requirements are met:

Exhibit B
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
SEPTEMBER 2023 EDITION
Contract No. C006786

- a) Approved by a qualified person
- b) Equipment operator must be at the worksite
- c) No load is suspended from the load line when the personal fall arrest system is anchored to it or the hook.

Tag lines must be used for all lifts to control the load unless the use of a tag line is deemed unsafe or unfeasible. The decision to not use a tag line must be included in the lift plan and accepted by the Owner.

All crane operations near, adjacent to, or within 10 feet of the monorail or skyway transportation system, require a special precautions are taken. All work must be coordinated with the Owner prior to commencing. Any contact with anything associated with these systems must be reported immediately to the Owner. At no time will any materials be lifted over the systems. A spotter is required when a crane travels under the systems.

Barricades and notices should be used to prevent people from entering the fall zone (the area where the load will land if dropped). No one is allowed to be under a suspended load, with the exception of steel workers working in accordance with 29 CFR 1926.753(d).

In congested areas where barriers are not feasible, an audible signal (horn, whistles, etc.) must precede each lift to alert nearby personnel working in the proximity of the crane that the lift is in progress. Evening lifts may use alternative signaling methods in lieu of audible signals, if requested.

The qualified signal person shall be the only person signaling the crane operator; however, anyone can signal a stop if there is a perceived emergency situation.

XV. HEAVY EQUIPMENT OPERATIONS

The operator must not wear earbuds or headphones while operating heavy equipment. These devices may create a distraction and may prevent the operator from hearing important sounds in the work area (e.g. backup alarms, evacuation horns, etc.). They do not serve as hearing protection or attenuation which may be needed when operating heavy equipment.

Unless the cab is totally enclosed, the operator must wear appropriate personal protective equipment ("PPE") which may include safety glasses, hearing or respiratory protection. When exiting the cab in a construction zone, the operator must wear the required site PPE. Seat belts are required at all times.

Chase (escort) vehicles / Spotters are required when:

- a) Heavy equipment travels to and from work zones
- b) Anticipated pedestrian or vehicle traffic intrudes within the safe work zone, in the judgment of the operator
- c) Space is restricted, and a safe work zone cannot be maintained
- d) The back-up alarm is muted
- e) Safe movement is in question
- f) Overhead hazards are present

The equipment shall be operated at a safe speed. Equipment inspections shall be documented and available upon request.

Check the area for overhead utility lines to ensure the equipment will remain at least 10 feet away from the lines at all times.

Avoid backing up the equipment unless it is absolutely necessary. Attempt to always travel forward if possible. Backing up the equipment usually does not present a clear field of view.

Exhibit B
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
SPECIAL CONTRACT CONDITIONS
SEPTEMBER 2023 EDITION
Contract No. C006786

Never allow an individual to ride on running boards or any other part of the equipment. Only the operator should be on the equipment.

Maintain three points of contact when exiting or entering the vehicle.

Never exit a running vehicle. The vehicle must be turned off if the operator is leaving the cab.
Remove keys from unattended vehicles.

Always park the vehicle on level ground. Lower buckets, shovels, dippers, etc. and set the parking brake.

XVI. DIVING OPERATIONS

Before conducting dive operations, a job hazard assessment shall be developed by the Contractor and submitted to the Owner in the form of a dive plan ("Dive Plan"). A complete Dive Plan shall be developed and documented for each diving operation. The primary purpose of the Dive Plan is to provide a written document capturing the details of the dive operations. The Owner must approve all Dive Plans prior to beginning the dive operations. Dive Plans shall be reviewed on a periodic basis to ensure they remain relevant for the actual diving activity and have been updated as warranted (i.e., staff safety concerns are conveyed, new equipment or procedures are to be implemented, or an injury/incident has occurred).

The Dive Plan shall include the following:

- a) Site & project information
- b) Immediate contact name(s) and telephone number(s)
- c) Information regarding personnel involved, including the Designated Person in Charge ("DPIC"), dive team roles and qualifications, assignment of responsibilities and verification of training records, and the verification of the physical fitness of dive team members
- d) Minimum equipment requirements
- e) Sequence of basic job steps and the recommended safe operational procedures and protection.
- f) Known and/or potential hazards, including environmental, surface, overhead and underwater conditions and hazards, including any anticipated hazardous conditions or confined spaces
- g) Activities, equipment or processes in the area of operations that may interfere with the dive or that pose a safety hazard to dive team members (i.e., watercraft, ride vehicles, chemicals, potentially dangerous aquatic wildlife and other types of hazards)
- h) Limited access or penetration situations. A diver entering a pipe, tunnel, wreck, or similarly enclosed or confining structure, (other than a habitat).

Activities, equipment or processes in the area of operation that may interfere with the dive or that pose a safety hazard to dive team members shall require that proper controls be developed, documented and implemented to ensure the dive area is secured from such hazards impeding and/or entering the area.

A diver-carried reserve breathing supply that meets the emergency air volume requirements for the dive profile with a separate first and second stage regulator shall be provided to each diver for all diving operations.

XVII. RESERVED

END OF SPECIAL CONTRACT CONDITIONS

End of Exhibit B

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 7.2

Board Meeting Date: 06/27/2025

Subject: C006790 Design-Build Boiler #3 Replacement – Phase 1

Presented By: Christine Ferraro, Director, Reedy Creek Energy Services

Department: Utility Services

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #7.2 establishing the budget for the Design-Build Boiler #3 Replacement - Phase 1 project in the amount of \$9,250,000, authorizing the District Administrator to execute Contract #C006790 with Thermal Tech, Inc. for design-build services in the amount of \$7,910,801 plus 10% contingency for a total amount of \$8,701,881, and approving an allowance for RCES design/support services fees not-to-exceed \$500,000

DISTRICT'S RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: Bid Released: 03/06/2025

BACKGROUND:

Boiler #3 is one of the two (2) historic sources of High-Temperature Hot Water (HTHW) for customers in the North Service Area (NSA). Hot water is used by customers for space comfort conditioning, kitchen operations, and domestic hot water needs. The second historic HTHW source, the Heat Recovery Steam Generator (HRSG), was recently decommissioned and replaced by a temporary steam generator, which is now serving as the primary production source of HTHW.

The condition of Boiler #3 has been evaluated by RCES and industry experts, and boiler replacement is recommended. The broader HTHW plant also needs significant rehabilitation. This project includes replacing Boiler #3 with five (5) modular boilers, along with associated mechanical, electrical, plumbing, and control systems designed to align with current District Standards.

The project will include additional temporary equipment as part of the overall design to ensure continuous HTHW service during construction.

FINDINGS AND CONCLUSIONS:

On March 6, 2025, Request for Proposal #C006790 was issued for design build services for the engineering, procurement and construction/installation of a standalone high temperature hot water (HTHW) boiler plant to replace Boiler #3 at the Central Energy Plant in the North Service Area. Two (2) proposals were received as follows:

Vendor's Legal Name	Vendor's Local Office	Proposal Ranking
Thermal Tech, Inc.*	Orlando, FL	1
Harper Limbach LLC	Lake Mary, FL	2

*Buy Local Now Vendor

The District hosted presentations and Q&A sessions for each proposer on April 28, 2025. After careful evaluation by the selection committee, Thermal Tech, Inc. was selected as the highest scoring firm.

The Utilities Division is requesting approval to establish the budget for the Design-Build Boiler #3 Replacement - Phase 1 project in the amount of \$9,250,000, authorize the District Administrator to execute Contract #C006790 with Thermal Tech, Inc. for design-build services in the amount of \$7,910,801 plus 10% contingency for a total amount of \$8,701,881, and approve an allowance for RCES design/support services fees not-to-exceed \$500,000.

FISCAL IMPACT:

Funding will be from CFTOD Series 2018-2 and 2021-2 Utility Revenue Bonds (Taxable).

PROCUREMENT REVIEW:

This action has been reviewed and approved for compliance with the District's procurement policies.

LEGAL REVIEW:

This agenda item will be reviewed by the District's General Counsel.

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS:

- Contract
- Evaluation Scores



DESIGN-BUILD BOILER #3 REPLACEMENT - PHASE 1 (CENTRAL ENERGY PLANT)

Agreement: C006790

PROJECT MANUAL

DESIGN/BUILD CONSTRUCTION

Date of Issuance: June 27, 2025

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

Owner's Representative: Reedy Creek Energy Services
5300 N. Center Drive
Lake Buena Vista, Florida 32830

Design/Builder: Thermal Tech, Inc.
5141 Forsyth Commerce Road
Orlando, Florida 32807

PROJECT MANUAL

Definition: The compilation of Documents listed herein is hereinafter referred to as the Project Manual.

The following listed documents comprise the Project Manual entitled:

Design-Build Boiler #3 Replacement - Phase 1 (Central Energy Plant)

DESIGN/BUILD CONSTRUCTION

Contract Number: C006790

CONTRACT DOCUMENTS

Agreement (Design/Build)

Exhibit A – Project Description and List of Contract Documents

Exhibit B – Project Milestone Schedule

Exhibit C – Recap of Contract Sum

Exhibit D – Pending Alternates

Exhibit E – Unit Price Schedule

Special Contract Conditions

Design/Build Contract Conditions

General Conditions of the Contract for Construction

Payment Bond

Performance Bond

Consent of Surety for Partial Payment Application

Dual Obligatee Rider

Design/Builder's Interim Affidavit (sample form), including Schedule A

Design/Builder's Request for Information ("RFI") (sample form)

Directive (sample form)

Change Order (sample form), including Exhibit A

Close-Out Change Order (sample form includes Certificate of Substantial Completion)

Punch List (sample form)

Specification Section 00 88 50 - List of Drawings and Specifications

Design/Builder Proposal

Specifications - For the List of Specifications, refer to Specification Section 00 88 50, entitled List of Drawings and Specifications, contained in the Project Manual, entitled Design-Build Boiler #3 Replacement - Phase 1 (Central Energy Plant), revised May 23, 2025. All specifications listed therein, and any applicable Addenda subsequently issued thereto, are specifically incorporated into the Project Manual by this reference.

Specifications (with the exception of the Specifications listed below) are available electronically for viewing and download under the Request for Proposal ("RFP") C006790: Design-Build Boiler #3 Replacement - Phase 1 (Central Energy Plant) at <https://vendors.planetbids.com/portal/62171/bo/bo-detail/127273> under Documents.

Specifications contained in this Agreement:

- Specification Section 00 88 50 - List of Drawings and Specifications

END OF TABLE OF CONTENTS - PROJECT MANUAL
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Design-Build Boiler #3 Replacement - Phase 1 (Central Energy Plant)
DESIGN/BUILD AGREEMENT

THIS AGREEMENT, made effective as of June 27, 2025, by and between **Central Florida Tourism Oversight District** (herein referred to as the "Owner," "District" or "CFTOD"), whose mailing address is 10450 Turkey Lake Road, Box # 690519, Orlando, FL 32869, and **Thermal Tech, Inc.** (herein referred to as the "Design/Builder" or "Contractor"), whose mailing address is 5141 Forsyth Commerce Road, Orlando, Florida 32807.

W I T N E S S E T H

WHEREAS, Central Florida Tourism Oversight District issued Request for Proposal ("RFP") No. C006790 on March 6, 2025 for Design-Build Boiler #3 Replacement - Phase 1 (Central Energy Plant);

WHEREAS, two (2) proposers responded, and Thermal Tech, Inc. was the highest ranking firm. The Design/Builder was subsequently selected as the intended awardee for these services; and

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

Article 1
THE CONTRACT AND THE CONTRACT DOCUMENTS

- 1.1 The capitalized terms used herein shall have the meanings set forth in the General Conditions of the Contract for Construction (herein referred to as the "General Conditions") unless a specific definition therefor is provided herein. Unless otherwise specified, references herein to numbered articles and paragraphs are to those in this Agreement.
- 1.2 DEFINITIONS:
 - A. The term "Agreement" or "Contract" represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral.
 - B. The term "Concept Documents" shall mean those design criteria documents included in the Contract Documents, which describe the design intent of the Project, which shall strictly be adhered to by the Design/Builder in its designs created pursuant to this Contract unless approved otherwise by the Owner. Concept Documents (if any) include drawings and specifications identified as Concept Documents within Specification Section 00 88 50, List of Drawings and Specifications.
 - C. The term "Design/Builder" or "Contractor" as used in this Contract shall perform all Design Services and Work described in and contemplated by the Contract, including all Design Services necessary for the Project to be properly constructed by Design/Builder and used, operated and maintained by Owner in accordance with all applicable guidelines, requirements and standards; and perform all Work necessary to construct the Project in accordance with this Contract, and to render the Project and all its components operational and functionally and legally usable for their intended purpose.
 - D. The term "Design Criteria" shall mean those Contract Documents which consist of written or graphic descriptions of design concepts, representative designs, technical specifications, design standards, construction systems and any other information which shall define the Owner's design intent for the Project and the basis of the designs actually produced by the Design/Builder subject to the Owner's review and acceptance of those designs prior to the commencement of the construction.

- E. The term "Design Documents" shall mean all the design documents provided by Design/Builder and approved by Owner pursuant to the Contract including, without limitation, those for use in constructing the Project, performing the Work, and the rendering of the Project fully operational, and shall include, without limitation, detailed plans, drawings, specifications, manuals, and related materials prepared by or on behalf of Design/Builder.
 - F. The term "Design Services" shall mean any and all architectural, engineering and design services required to be performed by Design/Builder pursuant to the Contract and all labor, materials, supervision, equipment, computers, documents, and all other things necessary for the performance of such services.
 - G. The term "Engineer-of-Record" shall mean the person or organization retained by the Design/Builder to develop the design, produce the construction drawings and specifications and provide certification of the construction documents by a Registered Professional Engineer duly licensed in the State of Florida.
 - H. The terms "include", "includes", or "including", as used in the Contract, shall be deemed in all cases to be followed by the phrase, "without limitation."
 - I. The term "Owner's Engineer" shall mean the person, firm, or corporation appointed by the Owner to provide engineering review and determine compliance of the Design/Builder's design with the Contract Documents.
 - J. The term "Plans" shall mean design documents created by the Design/Builder as set forth in subparagraph 1.10: PLANS in the CFTOD General Conditions for Construction except as follows: Owner shall not approve Design/Builders work product; Owner shall review and accept such work product provided in the sole determination of Owner and Owner's Engineer that such work product is acceptable.
 - K. The term "Work" shall mean whatever is done by or required of Design/Builder to perform and complete its duties relating to the construction of the Project under the Contract, including, without limitation, the following: (1) construction of the whole and all parts of the Project in full and strict conformity with this Contract; (2) the provision and furnishing, and prompt payment therefor, of all labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, other utilities and things required for the construction of the Project; (3) the procurement and furnishing of all necessary building permits and other permits required for the construction of the Project; (4) the creation and submission to Owner of detailed as-built drawings depicting all as-built construction; (5) the furnishing of any required surety bonds and insurance as required by the Contract; (6) the furnishing of all equipment and product warranties, manuals, test results and user guides required by the Contract or otherwise reasonably available to Design/Builder; and (7) the furnishing of all other services and things required or reasonably inferable from the Contract Documents.
- 1.3 Provision of All Things Required. Anything that may be required, implied or inferred by the Contract Documents which make up this Contract, or any one or more of them, shall be provided by Design/Builder for the Contract Sum.
- 1.4 Use of Singular and Plural. Words or terms used as nouns in the Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.
- 1.5 Definition of Material Breaches Not Exhaustive. The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of the Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of the Contract.

- 1.6 Agreed Interpretation of Contract Terms. When a word, term, or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage. Headings are used herein solely for convenience.
- 1.7 The Contract Documents consist of this Contract, the Conditions of the Contract (General, Special, Design/Build, Supplementary and other Conditions), the Drawings, the Specifications, all Addenda (except portions thereof relating purely to any of the bidding forms or bidding procedures), all Modifications and all other documents enumerated on the attached "List of Contract Documents." In addition, all design documents and other work product produced by the Design/Builder and accepted by the Owner shall become Contract Documents upon such acceptance. All of the aforesaid Contract Documents form the Contract and, to the extent they currently exist or are subsequently accepted, shall be deemed fully a part thereof as if attached to this Contract or repeated herein.

Article 2 STATEMENT OF THE WORK

- 2.1 The totality of the obligations imposed upon the Design/Builder by this Article and by all other provisions of the Contract Documents, as well as the structures to be built and the labor to be performed, is herein referred to as the "Work."
- 2.2 Exhibit A, "Project Description and List of Contract Documents," contains a brief description of the Project.
- 2.3 The Design/Builder shall provide and pay for all materials, tools, equipment, labor and professional and nonprofessional services, and shall perform all other acts and supply all other things necessary to fully and properly perform and complete the Work. The Design/Builder shall further provide and pay for all related facilities described in any of the Contract Documents, including all work expressly specified therein and such additional work as may be reasonably inferred therefrom, saving and excepting only such items of work as are specifically stated in the Contract Documents not to be the obligation of the Design/Builder.

Article 3 OWNER'S REPRESENTATIVE

- 3.1 **Reedy Creek Energy Services**, whose designated representative is **Kylie Canarina**, and whose mailing address is Post Office Box 690519, Orlando, Florida 32869, shall act as the Owner's authorized representative (herein referred to as the "Owner's Representative"); provided, however, that the Owner may, without liability to the Design/Builder, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Design/Builder in writing, at which time the person or organization so designated shall be the Owner's Representative for purposes of this Contract. Except as otherwise provided in this Contract, and until the Design/Builder is notified in writing to the contrary, all actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given and made by, or delivered or given to, the Owner's Representative in the name of and on behalf of the Owner; provided, however, that the Owner (and not the Owner's Representative) shall be solely obligated to the Design/Builder for all sums required to be paid by the Owner to the Design/Builder hereunder.
- 3.2 Nothing contained in this Contract shall create any contractual relationship between the Design/Builder and the Owner's Representative; provided, however, that the Owner's

Representative shall be deemed to be a third-party beneficiary of those obligations of the Design/Builder to the Owner as imposed by this Contract.

Article 4

OWNERSHIP OF DOCUMENTS

- 4.1 Title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, reports, or other tangible work product produced by Design/Builder pursuant to this Contract shall be and remain the sole and exclusive property of Owner when produced.
- 4.2 The Design/Builder shall deliver all such original work product to Owner upon completion thereof unless it is necessary for Design/Builder in Owner's sole discretion, to retain possession for a longer period of time. Upon early termination of Design/Builder's Work hereunder, Design/Builder shall deliver all such original work product whether complete or not. Owner shall have all rights to use any and all work product. Design/Builder shall retain copies for its permanent records, provided the same are not used without Owner's prior express written consent. Design/Builder agrees not to recreate any designs, or any other tangible work product contemplated by this Contract, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the tangible work product produced by Design/Builder pursuant to this Contract, or the Project.
- 4.3 Owner exclusively retains all manufacturing rights to all materials or designs developed under this Contract. To the extent the Work performed under this Contract produce or include copyrightable or patentable materials or designs, such materials or designs are Works made for hire for Owner as the author, creator, or inventor thereof upon creation, and Owner shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Design/Builder hereby assigns to Owner any and all rights Design/Builder may have including, without limitation, the copyright, with respect to such Works. The Design/Builder acknowledges that Owner is the motivating factor for, and for the purpose of copyright or patent has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

Article 5

REGULATORY GUIDELINES, REQUIREMENTS AND STANDARDS

- 5.1 Generally. Design/Builder shall perform all Design Services described in, contemplated by, inferable from, or necessary or desirable to achieve the objectives stated in Exhibit A, the Design Criteria Package, and the Contract, including all Design Services necessary for the Project to be properly constructed by Design/Builder and used, operated and maintained by Owner in accordance with all applicable guidelines, laws, requirements and standards. "Design Services" means any and all architectural, engineering and design services required to be performed by Design/Builder pursuant to the Contract and all labor, materials, supervision, equipment, computers, documents, and all other things necessary for the performance of such services. The "Design Criteria Package" means the RCES Technical Specification documents prepared by the Owner; these files are attached to the solicitation and labeled Exhibit D which are available electronically for viewing and download under the Request for Proposal ("RFP") C006790: Design-Build Boiler #3 Replacement - Phase 1 (Central Energy Plant) at <https://vendors.planetbids.com/portal/62171/bo/bo-detail/127273> under Documents. The Exhibit D files comprise the RCES Technical Specifications and are considered the Design Criteria Package. The Design Services shall be performed within the time provided by the Design Schedule for the performance of Design/Builder's Design Services as provided in Exhibit B of this Contract.
- 5.2 Owner's Review of Design Services. Subject to Paragraph 17.7 of this Contract, Design/Builder shall submit all documents produced as part of the Design Services to the Owner for review and approval in accordance with the terms of the Contract. However, any review or approval by the Owner/Owner's Engineer shall not relieve Design/Builder of or otherwise diminish its obligations

under the Contract. The Owner may direct Design/Builder to make changes to any design documents in order to conform the documents to the Owner's objectives. Any changes by Design/Builder ordered by the Owner shall not relieve Design/Builder of its obligations under this Contract unless, and only to the extent that, Design/Builder notifies Owner in writing, within seven (7) days after receipt of Owner's directive to make changes, concerning any adverse impact on schedules, budgets, operational costs, operational performance, satisfaction of regulatory requirements, or other adverse impact that may result from the directed changes. Failure of Design/Builder to submit its notice within the seven (7) day period constitutes a waiver by Design/Builder of any claim for an adjustment to the Design Schedule or the Contract Time.

- 5.3 Preparation of Site Information. Design/Builder shall prepare, as necessary, surveys and topographic information including aerial photographs needed to establish line and grade of sewers, location of property lines and easements. Sewer easements, both construction and permanent, shall be referenced to property lines by field surveys, and plans shall include the location of any improvement as it relates to property lines. Owner will provide survey for control and existing site features prior to design and base map information including existing conditions and features in AutoCAD format, along with estimated location of existing utilities known to Owner. Owner expressly does not warrant any information provided by it in connection with preparation of the above-mentioned information; Design/Builder, however, may reasonably rely on information provided by Owner to the extent the information has been prepared by Owner or an independent consultant hired by Owner to prepare the information specifically for this Project, without absolving Design/Builder from its responsibility to independently verify or investigate information that a reasonable, prudent professional architect or engineer should or would inquire about.
- 5.4 Retention of Geotechnical Consultants. In preparing the Design Documents, Design/Builder shall separately retain an experienced, qualified geotechnical consultant to evaluate all geotechnical considerations relating to the design and construction of the Project. Design/Builder shall be responsible for designing the Project in accordance with the analysis and recommendations of the geotechnical consultant. Nothing in this paragraph, however, prevents Owner from retaining its own geotechnical consultant to review design work, raise issues for mutual discussion, and obtain further information in connection with the geotechnical nature of the Project. Owner expressly does not warrant any geotechnical information provided by it for use in connection with preparation of the Design Documents; Design/Builder, however, may reasonably rely on any geotechnical information provided by Owner to the extent the information has been prepared by Owner or an independent consultant hired by Owner to prepare the information specifically for this Project, without absolving Design/Builder from its responsibility to independently verify or investigate information that a reasonable, prudent professional architect or engineer should or would inquire about.
- 5.5 Quality of Design Services. Design/Builder shall be responsible for the professional quality, completeness, accuracy, and coordination of Design Documents. Design/Builder shall provide Design Services that will result in an operationally cost-efficient and economical facility that meets all environmental and regulatory requirements as of the date hereof, and uses the most appropriate available technology. Design/Builder shall provide for all quality control reviews required by sound professional architectural and engineering practices and by governmental authorities having jurisdiction over the Project.
- 5.6 Compliance with Laws and Regulatory Requirements. In providing Design Services, Design/Builder shall comply with the lawful requirements of all federal, state, and local authorities having lawful jurisdiction over the Project. Design/Builder shall design the Project to meet all applicable requirements of building control laws and regulations in relation to the design, construction, occupation, and operation of the Project, including, without limitation, environmental standards, fire and safety regulations, and requirements and compliance with all other applicable standards and codes.

- 5.7 Duty to Correct Errors. Design/Builder shall, without additional compensation, immediately correct any errors, omissions or deficiencies in its Design Services and Design Documents.
- 5.8 Schedule of Design Services and Permitting. Design/Builder shall begin design immediately after execution of the Contract. The Design Schedule is expected to last **170 DAYS**. The Design Schedule shall not, except for good cause, be exceeded by Design/Builder.

Should Design/Builder at any time during the course of performing the Contract, have reason to believe that it will be unable to meet any completion date in accordance with the Design Schedule, it shall immediately notify the Owner in writing. Design/Builder shall state the reason for the delay in the notice, including the party responsible, if any, and the steps being taken to remedy or minimize the impact of the delay. Failure of Design/Builder to submit such notice shall constitute a waiver by Design/Builder of any claim for an adjustment to the Contract Sum, the Design Schedule, or the Contract Time. All extensions of time shall be governed by Articles 16 and 18 of this Contract. Subject to the provisions of Paragraph 17.7 of this Contract, Owner shall review and approve, where appropriate, the Design Schedule, or any portion thereof.

Article 6

PRELIMINARY CONSULTATION AND PROJECT ANALYSIS

- 6.1 Determining the Project Objectives. Prior to the preparation of the Preliminary Design as required by Article 7, Design/Builder shall first consult in detail with Owner, and shall carefully analyze any information furnished by Owner concerning requirements of the Project, including but not limited to, any design, construction, scheduling, budgetary or operational requirements, limitations, and objectives, as well as the Design Criteria Package.
- 6.2 Report on Project Requirements and Objectives. Based on its study and analysis, and no later than sixty (60) days after the effective date of the Contract, Design/Builder shall prepare and submit to Owner a written report detailing Design/Builder's understanding and analysis of the Project requirements and identifying any design, construction, scheduling, budgetary, operational, or other problems which may result from said requirements. The written report from Design/Builder shall also include proposed solutions, including design alternatives if appropriate, addressing each of the identified problems. Design/Builder shall review such report with Owner and shall implement such changes as Owner may require as provided in Paragraph 5.2 of this Contract.
- 6.3 Scheduling. Based upon the Design/Builder recommendation that the Project Schedule should be "fast tracked" for the Design Phase, Owner agrees to review the proposed plan of action promptly. The proposed schedule should include sufficient budget allowances in anticipation of currently unknown refinements of budgets that may become necessary and in order to control Project costs.

Article 7

PRELIMINARY DESIGN

- 7.1 Time for Preliminary Design. Not later than the date called for in the Design Schedule, Design/Builder shall prepare and submit to the Owner a Preliminary Design for the Project.
- 7.2 Contents of Preliminary Design. The Preliminary Design shall address all requirements of the Project and shall include, without limitation, the following:
- A. preliminary drawings which illustrate each of the basic components of the Project including the size, scale, location, dimensions, and character of each building structure;
 - B. preliminary drawings which illustrate each exterior view of the Project;

- C. preliminary drawings which illustrate the layout and functional area of the Project and the dimensions thereof;
 - D. preliminary drawings and specifications illustrating and describing the architectural, electrical, mechanical, structural, and manufacturing systems of the Project;
 - E. a written description of the materials and equipment to be incorporated into the Project and the location of same; and
 - F. any other documents or things required to illustrate, describe or depict the Preliminary Design and the conformity of same with the requirements of the Design Criteria Package and this Contract.
- 7.3 To be Reviewed with Owner. Design/Builder shall review the Preliminary Design with the Owner and shall incorporate any changes ordered by the Owner in regard to the Preliminary Design or the requirements of the Project.
- 7.4 Authorization to Proceed with Detailed Design. After review of the Preliminary Design and incorporation of any changes ordered by the Owner, the Owner shall authorize Design/Builder in writing to commence preparing the Detailed Design, or such part thereof as directed by the Owner.

Article 8 DETAILED DESIGN

- 8.1 Time for Preparation. Not later than the date called for in the Design Schedule, after the Owner has authorized Design/Builder to commence with the Detailed Design as provided in Article 5 and Exhibit B, Design/Builder shall prepare and submit to the Owner the complete Detailed Design.
- 8.2 The Detailed Design. The Detailed Design shall include all Design Documents which shall describe with specificity all elements, details, components, materials, and other information necessary for the complete construction of the Project and the rendering of the Project fully operational for its intended purposes, including satisfaction of all testing, permitting, qualifications, certifications, validations, and obtaining regulatory approvals by all applicable regulatory authorities required to render the Project and all its components operational and functionally and legally usable for their intended purpose. Subject to the provisions of Paragraph 17.7 of this Contract, Owner shall review and approve, where appropriate, the Design Documents, or any portion thereof.
- 8.3 Design Documents. Design Documents means all the design documents provided by Design/Builder and approved by Owner pursuant to the Contract including, without limitation, those for use in constructing the Project, performing the Work, and the rendering of the Project fully operational, and shall include, without limitation, detailed plans, drawings, specifications, manuals, and related materials prepared by or on behalf of Design/Builder.
- 8.4 Guaranteed Maximum Price Includes Detailed Design. The Guaranteed Maximum Price, as set forth in Article 11, shall include the cost of constructing the Project Work in strict accordance with the requirements of the Detailed Design.

Article 9 CONSTRUCTION SERVICES

- 9.1 General Intent. Design/Builder shall perform all Work necessary to construct the Project in accordance with this Contract, and to render the Project and all its components operational and functionally and legally usable for their intended purpose.
- 9.2 Work Defined. The term "Work" shall mean whatever is done by or required of Design/Builder to perform and complete its duties relating to the construction of the Project under the Contract,

including, without limitation, the following:

- A. construction of the whole and all parts of the Project in full and strict conformity with this Contract;
- B. the provision and furnishing, and prompt payment therefor, of all labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, other utilities and things required for the construction of the Project;
- C. the procurement and furnishing of all necessary building permits and other permits required for the construction of the Project;
- D. the creation and submission to Owner of detailed as-built drawings depicting all as-built construction;
- E. the furnishing of any required surety bonds and insurance as required by the Contract;
- F. the furnishing of all equipment and product warranties, manuals, test results and user guides required by the Contract or otherwise reasonably available to Design/Builder; and
- G. the furnishing of all other services and things required or reasonably inferable from the Contract Documents, including the provisions of Article 15 below.

Article 10

CONTRACT TIME: COMMENCEMENT AND COMPLETION

- 10.1 Notice of Commencement. After Owner has approved the Design Documents for the Detailed Design, Owner shall issue a Notice-to-Proceed ("NTP") directing Design/Builder to proceed with the Work on the date indicated in the notice (the "Commencement Date"). The notice to commence Work shall be issued at least ten (10) days prior to the Commencement Date.
- 10.2 Time for Completion. Design/Builder shall commence the Work promptly on the Commencement Date, and the Work shall be carried out regularly and without interruption. Design/Builder shall substantially complete the Work **no later than 396 days** after the Commencement Date, or such other date as may allowed by Change Order be designated (the "Scheduled Completion Date"). The number of calendar days between the effective date of the Contract and the Scheduled Completion Date is the "Contract Time." Design/Builder shall achieve Final Completion of the Work **no later than thirty (30) days** after achieving Substantial Completion.
- 10.3 If any Work is performed by the Design/Builder prior to the execution of this Contract based on receipt of written notice to proceed, all such Work performed shall be in accordance with and governed by the Contract Documents.
- 10.4 The Design/Builder acknowledges that the Owner has made no warranties to the Design/Builder, expressed or implied, that the Design/Builder will be able to follow a normal, orderly sequence in the performance of the Work or that there will be no delays in, or interference with, the Work.

Article 11

CONTRACT SUM

- 11.1 Design Services Fee and Guaranteed Maximum Price. Owner shall pay, and Design/Builder shall accept, as full and complete payment for the Design Services, an amount not to exceed **(N/A - Design Service Fees are included in the GMP)**, payable on the basis of monthly billings as Design Services are completed and accepted by the Owner. Design additions made to the original concept plan which are not referenced as add alternates in this Contract, and which are considered and approved of during the design process, will be incorporated by Change Order. The Design

Change Order will specify the additional design fee, if any, for the requested enhancements, and will be signed by both parties.

- A. Prior to final completion and acceptance of Design Services, and upon presentation of final Design and Contract Documents to the Owner for final review, Design/Builder shall also provide to Owner a final Guaranteed Maximum Price ("GMP") that guarantees to Owner the price for which all Construction Work will be completed within the construction schedule and the Project Budget.
- B. Owner shall pay and Design/Builder shall accept the GMP for the performance of all Design, Engineering, and Construction Work required by the Contract, and the performance of all other requirements of this Contract. The GMP shall consist of the Cost of the Construction Work as defined in the Contract, plus any Design/Builder's Management Fee, which is included in the GMP. Design/Builder agrees and guarantees the GMP shall not to exceed **SEVEN MILLION, NINE HUNDRED TEN THOUSAND, EIGHT HUNDRED ONE AND ZERO ONE-HUNDREDTHS DOLLARS (\$7,910,801.00)**, subject to additions and deductions by Change Order as provided in the Contract Documents. Owner agrees to perform its responsibilities so as to assist Design/Builder to facilitate the completion of the Construction Work and represents to Design/Builder that there will be sufficient funds available to pay Design/Builder the final GMP of **\$7,910,801.00**, as adjusted by any Change Order. **The GMP, unless changed by Supplemental Agreement or Change Order, represents the absolute limit of obligation or liability that Owner may ever have insofar as the cost for full and final completion of the Construction Work, and the total of all payments to Design/Builder or its Subcontractors, are concerned.** Should additional amounts be required to be expended, over and above the GMP, to achieve completion of the Construction Work, including Project construction, and payment to Design/Builder, in accordance with this Contract, liability for and payment of such additional amounts shall be the sole responsibility of Design/Builder and its Contract Surety herein, and Owner shall never be liable for same. Notwithstanding anything contained herein or elsewhere to the contrary, should the final Cost of the Construction Work and Design/Builder's compensation total less than the GMP, or any approved revision thereof, the difference shall inure to the benefit of Owner and no claim for all or any portion of said difference shall be valid against or payable by Owner. **Owner's limitation of obligation or liability set out in this Paragraph shall be incontrovertible and unequivocal; any term or provision of this Contract, the Exhibits, attachments, or provisions incorporated by reference in or to this Contract, or of any Subcontract executed in furtherance of the anticipated Construction Work under the Contract shall not be construed or deemed to alter or waive this absolute condition.** Likewise, Design/Builder's absolute responsibility for the completion of the Project in accordance with the Contract Documents, including the Plans and Specifications, and within the agreed cost constraints, as well as Design/Builder's agreement to bear all costs in excess of the GMP without recourse to Owner, if such excess costs are necessary for the completion of the Construction Work, shall be incontrovertible and undisputable, and shall take precedence over all other terms and provisions of this Contract and the Exhibits hereto, no part of which shall be deemed to alter, diminish or waive such obligations.
- 11.2 Management of Construction Work. In addition to the Construction Work Design/Builder will perform, it will also provide all the usual and necessary traditional construction management services incident to construction projects of the nature and scope of this Project, for which the Management Fee is included as part of the GMP. The services required are not intended in any manner to diminish the overall responsibility of Design/Builder for the full and final completion of the Construction Work within the time and cost constraints specified in this Contract.
- 11.3 Cost of Construction Work. Owner agrees to pay Design/Builder for the Cost of the Construction Work. However, in no event shall the sum of payments for the Cost of the Construction Work,

Design/Builder's Management Fee and any other Design/Builder compensation exceed the Guaranteed Maximum Price, as adjusted by Change Order. The term "Cost of the Construction Work" shall mean costs necessarily incurred in the performance of the Construction Work during the Construction Phase, and paid or payable by the Design/Builder.

- A. Design/Builder shall be responsible for enforcing warranties and for obtaining correction and/or replacement of all defective work not constructed or installed in accordance with the Contract Documents. All such corrective or remedial work required by the Contract Documents shall be performed by the responsible Subcontractors under the terms of their Subcontracts, without additional cost to the Owner. Costs incurred by Design/Builder to correct or remedy work performed by Design/Builder's own forces, or where the responsible Subcontractor fails to perform, shall not be a Cost of the Construction Work, and shall be Design/Builder's sole responsibility, at no additional cost to Owner; provided, however, Design/Builder shall be entitled to the proceeds of any Subcontractor maintenance bond, where such Subcontractor has defaulted in this regard.
- 11.4 Reconstruction Due to Casualty Loss. If, after a substantial loss from fire, flood, or similar cause not due to the default or neglect of the Design/Builder, and the Design/Builder is put in charge of reconstruction, the Design/Builder shall be paid a management fee for its services which will be negotiated at the time of occurrence, and paid by the proceeds of insurance, or through utilization of the Change Order procedure set out in this Contract.
- 11.5 Discounts, Refunds, Sales of Surplus Materials. All discounts, if realized, for prompt payment shall belong to Owner and shall be accounted for in the applicable GMP line item. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall likewise belong to Owner, and Design/Builder and Owner shall make provisions so that they can be secured, the amounts thereof to be accounted for in the applicable line item.

Article 12

APPLICATIONS FOR PAYMENT

- 12.1 The Design/Builder shall, on the twenty-fifth (25th) day of each calendar month (herein referred to as the "Payment Application Date"), deliver to the Owner an Application for Payment in accordance with the provisions of Article 9 of the General Conditions. Before submitting the first Application for Payment, Design/Builder shall submit (and resubmit until approval is obtained) to the Owner's Representative for approval the "Schedule of Values," generally following the Uniform Construction Index (CSI) cost analysis format but further broken down by facility, labor and material, all as required by the Owner's Representative. Each item in the "Schedule of Values" shall only include its proper share of overhead and profit. The Schedule of Values, when approved by the Owner's Representative, shall be used as a basis for the Design/Builder's Application for Payment.

Article 13

PROGRESS PAYMENTS AND FINAL PAYMENT OF THE CONTRACT SUM

- 13.1 Based on the Design/Builder's Application for Payment, the Schedule of Values submitted by the Design/Builder and approved by the Owner, and the Owner's approval of the Application for Payment pursuant to Article 9 of the General Conditions, the Owner shall make monthly payments to the Design/Builder on account of the Contract Sum. Such monthly payments shall be made on or before the twenty-fifth (25th) day of each calendar month or the thirtieth (30th) day after receipt by the Owner of such documentation as the Owner may require pursuant to Article 9 of the General Conditions to substantiate the amount owed, whichever is later; provided, however, that the Owner shall have no obligation to make payment as aforesaid if it has withheld approval thereof as

permitted under Subparagraph 9.3.1. of the General Conditions or if the Design/Builder has not submitted to the Owner all documentation required to substantiate the Application for Payment. Payments for construction services shall be made no later than the time periods established by Section 218.735, Florida Statutes. Each such monthly payment shall be in an amount equal to ninety-five percent (95%) of the net amount allowed the Design/Builder for labor, materials and equipment incorporated or used in the Work (or suitably stored at the job site if the Owner has agreed in advance to pay for such stored materials and equipment) through the Payment Application Date, as indicated in the Owner's approval of the Application for Payment, after deducting any sums withheld by the Owner pursuant to the Contract Documents and the aggregate of all previous payments to the Design/Builder on account of the Contract Sum. Upon Substantial Completion of the Work, as determined by the Owner, the Owner shall pay to the Design/Builder a sum sufficient to increase the aggregate payments theretofore made to the Design/Builder on account of the Contract Sum to ninety-five percent (95%) of the Contract Sum, less such retainage as the Owner shall determine is necessary for all incomplete Work, unsettled claims or other matters for which the Owner is permitted to withhold under the General Conditions.

- 13.2 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Design/Builder within fourteen (14) days after completion of those items set forth in the Punch List, including, without limitation, approval by Owner of the final Application for Payment, and execution by the Design/Builder of the Close-out Change Order, in accordance with the General Conditions; provided, however, that final payment shall in no event be due unless and until the Design/Builder shall have complied with all provisions of the Contract Documents, including those contained in Subparagraph 9.4.2 of the General Conditions.
- 13.3 Return of Funds. Design/Builder will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Design/Builder. The Design/Builder must return any overpayment within forty (40) calendar days after either discovery by the Design/Builder, its independent auditor, or notification by the Owner of the overpayment.
- 13.4 Delay Damages/Incentive. The Owner may incur financial loss if the Work is not Substantially Complete by the date set forth in the Project Manual. The Contractor (and its Surety) shall be liable for damages in accordance with the Project Manual.

A. LIQUIDATED DAMAGES.

1. Liquidated Damages for Delay in Substantial Completion. Should the Design/Builder fail to achieve Substantial Completion by the date provided in the Contract, the Design/Builder shall pay and/or the District may retain from the compensation otherwise to be paid to the Design/Builder, as liquidated damages, the sum of **\$5,021.00** for each consecutive calendar day until Substantial Completion is achieved; said sum is agreed upon as a reasonable and proper measure of damages which the District will sustain per diem by failure of the Design/Builder to complete work within the time as stipulated; it being recognized by the District and the Design/Builder that the injury to the District which could result from a failure of the Design/Builder to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Design/Builder. The liquidated damages referenced herein may also be assessed and collected against the Surety.
2. Liquidated Damages for Delay in Final Completion. After Substantial Completion, if Design/Builder should neglect, refuse, or fail to complete the remaining work within the time specified in the Contract for Final Completion and readiness for final payment or any proper extension thereof granted by District, Design/Builder shall pay District, as liquidated damages and not as a penalty, additional sum of **\$500.00** per day for each calendar day of unexcused delay in achieving completion and readiness for final payment.

3. District shall have the right to deduct liquidated damages from any money in its hands, otherwise due or to become due to the Design/Builder, or to initiate applicable dispute resolution procedures and to recover liquidated damages for non-performance of the Contract within the time stipulated.
 4. Nothing in this section is intended to limit the right to obtain injunctive relief or any and all relief as may be appropriate. Allowing Design/Builder to continue and finish any part of the work after the time fixed for its completion or after the date to which the time for completion may have been extended shall in no way operate as a waiver on the part of the District of any of its rights under the Contract.
- B. **INCENTIVE.** If Substantial Completion is achieved early, a daily Incentive will be paid to the Design/Builder for up to 30 days as long as the contract price did not increase by change order. The incentive for early Substantial Completion will be in the amount of **\$5,021.00** per day.

Article 14

DESIGN/BUILDER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

- 14.1 In order to induce Owner to execute this Contract and recognizing that Owner is relying thereon, Design/Builder, by executing this Contract, and without superseding, limiting, or restricting any other representation or warranty set forth elsewhere in the Contract Documents, or implied by operation of law, makes the following express representations to Owner:
- A. Design/Builder is professionally and fully qualified to act as the design professional and the general contractor for the Project and is, and will remain, licensed to practice engineering and mechanical contracting in the State of Florida and by all public entities having jurisdiction over Design/Builder or the Project;
 - B. Design/Builder will maintain all necessary licenses, permits or other authorizations necessary to act as Design/Builder for the Project until Design/Builder's duties under this Contract have been fully satisfied;
 - C. Design/Builder has the expertise, experience, and knowledge as well as the necessary personnel and financial capability to perform the Design Services and the Work in accordance with the terms of this Contract;
 - D. Design/Builder assumes full responsibility to Owner for the improper acts and omissions of its Subcontractors or others employed or retained by Design/Builder in connection with the Project.
 - E. Design/Builder shall design to and comply with all applicable federal, state and local laws and codes, including without limitation all professional registration requirements (both corporate and individual for all required basic disciplines);
 - F. Design/Builder shall perform said professional services in accordance with generally accepted professional standards;
 - G. The designs, plans, Drawings, Specifications or other work product of Design/Builder shall not call for the use of nor infringe any patent, trademark, service mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from Owner;
 - H. All equipment and materials used in connection with the Work shall be new (except if otherwise required by the Specifications) and the equipment, the materials and the Work shall be of the best quality, free from faults and defects and shall strictly conform to the Contract Documents; and

- I. Design/Builder has, by careful examination satisfied itself as to: (1) the nature, location and character of the Job Site including, without limitation, the surface and subsurface conditions of the land and all structures and obstructions thereon, both natural and manmade, surface water conditions of the Job Site and the surrounding area and, to the extent pertinent to the Work, all other conditions; (2) the nature, location and character of the general area in which the Job Site is located including, without limitation, its climatic conditions, the availability and cost of labor and the availability and cost of materials, tools and equipment; (3) the quality and quantity of all materials, supplies, tools, equipment, labor and professional services necessary to complete the Work in the manner required by the Contract Documents; and (4) any Contract Documents or Reference Documents furnished or provided by the Owner, and satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation in such Contract Documents or Reference Documents; and (5) all other matters or things which could in any manner affect the performance of the Work. The Owner shall not be responsible for any costs, nor liable to the Design/Builder for any damage, resulting from any such matter. Without limitation on the foregoing, the Design/Builder recognizes the physical and operational restrictions on the carrying on of the Work in or about the Project.
- 14.2 The Design/Builder accepts the relationship of trust and confidence established by this Contract between it and the Owner. It covenants with the Owner that it shall: furnish its best skill and judgment and cooperate with the Owner in furthering the interests of the Owner; furnish efficient business administration and superintendence and an adequate supply of workmen, equipment, tools and materials at all times; and perform the work in the best and soundest way and in the most expeditious and economical manner consistent with the best interests of the Owner.
- 14.3 Procurement and Review of Warranties. Design/Builder shall procure from all Subcontractors and Suppliers and shall transmit to the Owner, all warranties required by the Contract. Design/Builder shall review all such warranties and shall certify to Owner that the warranties are in strict compliance with the requirements of the Contract.
- 14.4 Warranty of Construction Workmanship and Materials. Design/Builder warrants and guarantees to Owner that all labor furnished to perform the Construction Work under the Contract will be competent to perform the tasks undertaken and is the best quality obtainable, that the product of such labor will yield only first-class results in strict compliance with the Contract, that materials and equipment furnished will be of high quality and new unless otherwise permitted by the Contract, and that the Construction Work will be of high quality, free from faults and defects and in strict conformance with the Contract. Any and all Construction Work not strictly conforming to these requirements shall be considered defective and shall constitute a breach of Design/Builder's warranty. Design/Builder shall guarantee the Work shall be free from any defects in workmanship for a period of not less than ONE (1) year from the date of final completion and start-up. Design/Builder shall guarantee the materials provided shall be free from any defects for the longer of: (a) FIVE (5) years from the date of final completion; or (b) the period of warranty provided by any supplier or manufacturer. The Owner may withhold final payment until the Design/Builder provides complete written manufacturers' warranties to the Owner's Representative at the end of the project.
- A. Exclusions from Warranty. These warranties are inapplicable to and exclude: (i) damage caused by accident or negligence, normal wear and tear, erosion, corrosion or by disasters such as fire, flood, wind and lightning; (ii) damage caused by the failure to follow all installation and operating instructions or manuals or to provide normal maintenance; (iii) damage caused by improper water treatment; (iv) damage caused by unauthorized or improper installation of attachments, repairs or modifications; or (v) any other abuse or misuse. THE DESIGN/BUILDER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- B. Limitations. This warranty is LIMITED AND EXCLUSIVE of any subsequent maintenance or operational problems encountered at the site after completion of the Work. The Work performed herein may disturb sediment and deposits that are inside the existing piping systems. These deposits may in turn break free as a result of the Work and plug up valves, pumps, heat exchangers, process equipment, etc. Call-backs to address non-functioning (existing) valves or pumps or equipment (not replaced under this Contract) will NOT be considered warranty service. Design/Builder offers NO WARRANTY OR GUARANTEE OF FITNESS with respect to the existing steam and condensate system, potable water systems and related components (boilers, pumps, valves, drainage systems, etc.).
- C. Warranty Notice and Remedy. The Owner must make a claim for any breach of warranty by written notice to the Design/Builder within thirty (30) days of the discovery of the defect or non-conformance. The Design/Builder will, at its option and expense, repair or replace any goods that it determines are defective or will re-perform any services which do not meet this warranty. If the Design/Builder is unable to repair the goods or re-perform the services so that they conform to the warranty after a reasonable number of attempts, the Design/Builder will refund the portion of the GMP that is attributable to the goods or services that were defective.
- D. Warranty Services. Warranty services will be performed during times directed by Owner's operations, which could be nights or weekends

Article 15

ADDITIONAL DUTIES AND RESPONSIBILITIES OF DESIGN/BUILDER

- 15.1 Design/Builder to Perform All Work Required by the Contract. The intent of this Contract is to require complete, correct and timely execution of the design and the Construction Work. Any Construction Work that may be required, reasonably implied, or reasonably inferred by the Contract, or any part of it, as necessary to produce the intended result shall be provided by Design/Builder for the Guaranteed Maximum Price as provided in Article 11 of this Contract.
- 15.2 Strict Compliance with the Contract Documents. All Construction Work performed by Design/Builder shall be in strict compliance with this Contract. "Substantial compliance" is not strict compliance. Any Construction Work not in strict compliance with the Contract is defective.
- 15.3 Supervision of the Construction Work. The Construction Work shall be strictly supervised and directed using Design/Builder's best and highest skill and effort. Design/Builder shall bear full responsibility for any and all acts or omissions of those engaged in the Construction Work on behalf of Design/Builder.
- 15.4 Warranty of Construction Workmanship and Materials. Design/Builder warrants and guarantees to Owner that all labor furnished to perform the Construction Work under the Contract will be competent to perform the tasks undertaken and is the best quality obtainable, that the product of such labor will yield only first-class results in strict compliance with the Contract, that materials and equipment furnished will be of high quality and new unless otherwise permitted by the Contract, and that the Construction Work will be of high quality, free from faults and defects and in strict conformance with the Contract. Any and all Construction Work not strictly conforming to these requirements shall be considered defective and shall constitute a breach of Design/Builder's warranty.
- 15.5 Design/Builder's Schedule of Construction. Design/Builder, within fifteen (15) days after the Commencement Date, shall submit to the Owner for his information, and shall comply with, Design/Builder's Schedule of Construction for completing the Construction Work by the Scheduled Completion Date. The Schedule of Construction shall reflect the performance of all Construction Work on weekdays and non-holidays. The Schedule of Construction shall be a detailed critical path management ("CPM") schedule in a form acceptable to Owner. The Schedule of Construction shall

be revised at least monthly and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to Owner. Strict compliance with the requirements of this Paragraph shall be a condition precedent for payment to Design/Builder, and failure to strictly comply with said requirements shall constitute a material breach of the Contract. No claim for an increase in the Guaranteed Maximum Price ("GMP") shall be allowed as a result of Design/Builder basing the GMP upon an early completion schedule, or as a result of delays and costs attributable to completion later than the planned early completion date.

- 15.6 Record Copy of Contract Documents. Design/Builder shall continuously maintain at the site, for the benefit of Owner, an updated copy of this Contract, including one record copy of the Contract Documents marked to record on a current basis changes, selections and modifications made during construction. Additionally, Design/Builder shall maintain at the site, for the benefit of Owner, a copy of all Shop Drawings, Product Data, Samples, and other Submittals. Upon Final Completion of the Construction Work, or upon the Owner's request, all of the documents described in this Paragraph shall be finally updated and delivered to Owner and shall become the property of Owner.
- 15.7 Review and Approval of Submittals. Design/Builder shall review, study, and approve, or take other necessary action upon all Shop Drawings, Product Data, Samples, and other Submittals to ensure that the Project will be constructed in a timely fashion in strict compliance with the Contract. No deviation from, substitution for, or other modification from the Contract Documents shall be allowed by Design/Builder in a shop drawing or submittal without written approval, in the form of a Change Order, from Owner. Design/Builder shall engage in prompt and adequate review of Shop Drawing and other Submittals to maintain the Construction Schedule; Design/Builder also warrants it will use its best independent professional judgment in its review to determine compliance with the Contract Documents.
- 15.8 Owner's Option to Review Submittals. Owner shall also, in its discretion, have the right to review and approve Submittals, and if Owner so elects, Design/Builder shall not perform any portion of the Construction Work as to which Owner has required submittal and review until such Submittal has been approved by the Owner. Approval by the Owner, however, shall not be evidence that Construction Work installed pursuant to the Owner's approval conforms to the requirements of the Contract nor shall such approvals relieve Design/Builder of any of its responsibilities or warranties under the Contract. If Owner elects to review Submittals, Design/Builder shall maintain a Submittal log which shall include, at a minimum, the date of each Submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection. Design/Builder shall have the duty to carefully review, inspect and examine any and all Submittals before submission of same to Owner. Shop Drawings and other Submittals from Design/Builder do not constitute a part of this Contract.
- 15.9 Procurement of Operations and Maintenance Documentation. Design/Builder shall prepare or procure and shall transmit to the Owner all documentation required by this Contract regarding the operation and recommended maintenance programs relating to the various elements of the Construction Work.
- 15.10 As-Built Drawings. Design/Builder shall prepare and provide to the Owner a complete set of all as-built drawings which shall be complete and, except as specifically noted, shall reflect performance of the Construction Work in strict compliance with the requirements of this Contract.
- 15.11 Compliance with Labor Laws. Design/Builder shall assume all labor responsibility for all personnel assigned to or contracted for the performance of the Construction Work and agrees to strictly comply with all its obligations as employer with respect to said personnel under all applicable labor laws.
- 15.12 Testing, Inspections, and Approvals. Design/Builder shall be responsible for procuring all tests and inspections required by sound professional practices and by governmental authorities having

jurisdiction over the Project. Design/Builder shall submit certified results of such tests to Owner. If the laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Construction Work to be specifically inspected, tested, or approved, Design/Builder shall assume full responsibility therefore, pay all costs in connection therewith and furnish to Owner the required certificates of inspection, testing or approval.

- 15.13 Permits, Licenses and Notices. All construction and building permits, licenses and authorizations necessary for the construction of the Project shall be secured and paid for by Design/Builder. Design/Builder shall notify the Owner when it has received said permits, licenses, and authorizations, and upon receipt shall supply the Owner with copies of same. The originals of permits, licenses and authorizations shall be delivered to the Owner upon completion of the Construction Work, and receipt of these documents by Owner shall be a condition precedent to final payment. Design/Builder shall also give and maintain any and all notices required by applicable laws pertaining to the construction of the Construction Work.
- 15.14 Conditions to Site Access. While on Owner's property, all Design/Builder's employees and Subcontractors shall confine themselves to areas designated by the Owner and will be subject to Owner's badge and pass requirements, if any, in effect at the site of the Construction Work.
- 15.15 Site Safety and Security. Design/Builder shall take all reasonable steps and legally required measures at the site to comply with applicable safety regulations and standards and to adequately protect the Construction Work, stored materials, and temporary structures located on the premises, and to prevent unauthorized persons from entering upon the site. Design/Builder shall at all times safeguard Owner's property and employees from injury or loss in connection with the performance of the Contract. Design/Builder shall at all times safeguard and protect its own partially or completely finished Construction Work and that of the adjacent property and all adjacent construction Work from damage. Design/Builder shall protect Owner's equipment, apparatus, machinery, and other property and all adjacent construction Work with boarding and other safeguards so as to keep the premises free from dampness, dirt, dust, or other damage and shall remove all such temporary protection upon completion of the Construction Work.
- 15.16 Repair of Collateral Damage. Unless otherwise instructed by Owner, Design/Builder shall repair and return to original condition all buildings, streets, curbs, sidewalks, utilities or other facilities affected by Design/Builder's performance of the Construction Work.
- 15.17 Owner's Access to Construction Work. At all times relevant to the Contract, Design/Builder shall provide access to the Construction Work to Owner and its designees without formality or other procedure.
- 15.18 Decisions Regarding Aesthetic Effect. The Owner's decisions in matters relating to aesthetic effect shall be final.
- 15.19 Design/Builder to Remain an Independent Contractor. In performing both Design Services and Construction Work under this Contract, the relationship between Owner and Design/Builder is that of independent contractor, and the execution of this Contract does not change the independent status of Design/Builder. Design/Builder shall exercise independent judgment in performing its duties under this Contract and is solely responsible for setting working hours, scheduling or prioritizing the Contract workflow and determining how all Contract work is to be performed. No term or provision of this Contract or act of Design/Builder in the performance of this Contract shall be construed as making Design/Builder the agent, servant or employee of Owner, or making Design/Builder or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which Owner provides its employees.
- 15.20 Personnel. Design/Builder shall employ and assign only qualified and competent personnel to perform any service or task concerning the Project. Design/Builder shall designate one such person as the Project Design/Builder. Absent written instruction from Design/Builder to the contrary, the

Project Design/Builder shall be deemed to be Design/Builder's authorized representative and shall be authorized to receive and accept any and all communications from Owner. Key design and supervisory personnel assigned by Design/Builder to this Project shall be provided to Owner upon contract award.

So long as the individuals named above remain actively employed or retained by Design/Builder, or any related entity or affiliate thereof, they shall perform the functions indicated next to their names unless Owner agrees to the contrary in writing or unless Owner requests removal of any such individual from the Project. In the event Owner requests the removal of any of the individuals named above, Design/Builder shall immediately comply and shall immediately replace such individual with a qualified substitute to whom Owner makes no objection. In the event one or more individuals not listed above subsequently assumes one or more of those functions listed above, Design/Builder shall be bound by the provisions of this Paragraph 15.20 as though such individuals had been listed above.

- 15.21 Removal of Subcontractors and Personnel. If, at any time during the course of the Project, Owner reasonably determines that the performance of any Subcontractor or any member of Design/Builder's staff working on the Project is unsatisfactory, Owner's Representative may require Design/Builder to remove such Subcontractor or staff member from the Project immediately and replace the staff member at no cost or penalty to Owner for delays or inefficiencies the change may cause.

Article 16

CHANGES AND EXTENSIONS OF TIME

- 16.1 Owner's Right to Order Changes. Changes in the Design Services or the Construction Work under this Contract, consisting of additions, deletions, revisions or any combination thereof, may be ordered unilaterally by Owner without invalidating the Contract. Such changes shall be communicated by Change Order, Field Order or supplemental agreement, as applicable. Design/Builder shall proceed diligently with any changes, and same shall be accomplished in strict accordance with the following terms and conditions as set forth in this Article 16.
- 16.2 Changes and Extensions of Time. All change orders, changes requested by Design/Builder, or extensions of Contract Time occurring during construction of the Project related to actual Construction Work shall be governed by the General Conditions of the Contract for Construction. All changes to the scope of Design Services or extensions of the agreed upon Design Schedule during the design process shall be made by mutual agreement of Owner and Design/Builder, and claims for an increase in design compensation due to a change in the scope of design construction Work or for an extension of time to the Design Schedule shall be made in writing within seven (7) calendar days after occurrence of the event that gives rise to the claim. All requests for additional compensation due to a change in the scope of Design Services, and all requests for an extension of time to the Design Schedule, shall include sufficient backup documentation for Owner to reasonably understand the request and the amount of time or compensation requested and to determine the merits of the request.
- 16.3 Adjustments to Guaranteed Maximum Price or Contract Time. Upon the occurrence of a change order for Construction Work as set forth in Paragraph 16.1 hereinabove which increases the Cost of the Construction Work, the Guaranteed Maximum Price will thereafter include such Cost of the Construction Work and Services attributable to such change to the extent allowed by Paragraph 11.2 hereinabove. The failure of Design/Builder to provide notice in writing to Owner in accordance with Paragraph 16.2 of any request for an increase in the Guaranteed Maximum Price or for an extension of the Contract Time shall constitute a waiver by Design/Builder of any entitlement thereto.

- 16.4 Continuing Duty to Perform Construction Work and Make Payment. In the event the parties are unable to agree on the terms of a Change Order or Supplemental Agreement, then Design/Builder shall continue to diligently perform the Design Services and the Construction Work, including any change directed by Owner by Change Order or Supplemental Agreement, and shall keep thorough records of the cost of performance of such Change Order or Supplemental Agreement.
- 16.5 Fiduciary Relationship. Design/Builder recognizes and accepts a fiduciary relationship of trust and confidence hereby established between Design/Builder and Owner and agrees that it shall at all times in good faith use its best efforts to advance Owner's interests and agrees to perform the Design Services and the Construction Work in the highest professional manner.

Article 17

OWNER'S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES

In addition to payment, Owner shall undertake to perform the following:

- 17.1 Provide Project Information. Owner shall provide Design/Builder with information regarding Owner's requirements for the Project including any desired or required design or construction schedule.
- 17.2 Review of Documents. Owner shall review any documents submitted by Design/ Builder requiring Owner's decision, and shall render any required decisions pertaining thereto.
- 17.3 Provide Notice of Defects. In the event Owner knows of any material fault or defect in the Construction Work, nonconformance with the Contract, or of any errors, omissions or inconsistencies in the Design Documents, then Owner shall give prompt notice thereof in writing to Design/Builder.
- 17.4 Access to the Site and the Construction Work. Owner shall provide Design/Builder access to the site and to the Construction Work, and shall provide Design/Builder with such information, existing and reasonably available, necessary to Design/Builder's performance of the Contract as Design/Builder may request.
- 17.5 Cooperation to Secure Permits, Licenses, Approvals, and Authorizations. Owner shall cooperate with Design/Builder in securing any necessary licenses, permits, approvals or other necessary authorizations for the design, construction and certification of the Project.
- 17.6 Timely Performance. Owner shall perform the duties set forth in this Article 17 in a reasonably expeditious fashion so as to permit the orderly and timely progress of Design/Builder's Design Services and of the Construction Work.
- 17.7 Owner's Reviews, Inspections, Approvals, and Payments Not a Waiver. Owner's review, inspection, or approval of any Construction Work, Design Documents, Submittals, or pay requests by Design/Builder shall be solely for the purpose of determining whether such Construction Work and such documents are generally consistent with Owner's construction program and requirements. No review, inspection, or approval by Owner of the Construction Work or documents shall relieve Design/Builder of its responsibility for the performance of its obligations under the Contract or the accuracy, adequacy, fitness, suitability, or coordination of its Design Services or the Construction Work. Approval by any governmental or other regulatory agency or other governing body of any Construction Work, Design Documents, or Contract Documents shall not relieve Design/Builder of responsibility for the strict performance of its obligations under the Contract. Payment by Owner pursuant to the Contract shall not constitute a waiver of any of Owner's rights under the Contract or at law, and Design/Builder expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by Owner.

- 17.8 Delay or Forbearance Not Waiver. Owner's agreement not to exercise, or its delay or failure to exercise, any right under the Contract or to require strict compliance with any obligation of Design/Builder under the Contract shall not be a waiver of the right to exercise such right or to insist on such compliance at any other time or on any other occasion.
- 17.9 Documents Requested by Design/Builder. Owner shall furnish to Design/Builder, prior to the execution of this Contract, any and all written and tangible material knowingly in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to Design/Builder only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, Owner does not represent, warrant, or guarantee its accuracy or completeness either in whole or in part, and shall have no liability therefor. If Design/Builder requests it in writing, Owner shall also furnish surveys, legal limitations, utility locations (if known), and a legal description of the Project site.
- 17.10 Approvals and Easements. Owner shall obtain all easements required for construction, and shall pay for necessary assessments and charges required for use and occupancy of the Construction Work. Design/Builder shall render such assistance as Owner may request in obtaining such easements, certificates of occupancy, and the like.
- 17.11 Right to Stop Construction Work. In the event Design/Builder fails or refuses to perform the Construction Work in strict accordance with the Contract, or is otherwise in breach of this Contract in any way, Owner may, at its option, instruct Design/Builder to cease and desist from performing further Construction Work, or any part thereof. Upon receipt of such instruction from Owner in writing, Design/Builder shall immediately cease and desist as instructed by Owner and shall not proceed further until the cause for Owner's instructions has been corrected, no longer exists, or Owner instructs that the Construction Work may resume.
- 17.12 Owner's Right to Perform Construction Work. In the event Owner issues such instructions to stop Construction Work, and in the further event that Design/Builder fails and refuses within seven (7) days of receipt of same to provide adequate assurance to Owner that the cause of such instructions will be eliminated or corrected, then Owner shall have the right, at its sole and exclusive cost, risk, and liability, to carry out the Construction Work with its own forces, or with the forces of other contractors, and Design/Builder shall be fully responsible for the costs incurred in correcting any defective or deficient Construction Work. The rights set forth in Paragraph 17.11 and this Paragraph 17.12 are in addition to, and without prejudice to, any other rights or remedies Owner may have against Design/Builder, including the rights to terminate or withhold payment as provided herein.

Article 18

CLAIMS BY DESIGN/BUILDER

- 18.1 Terms and Conditions of Claims. Claims by Design/Builder against Owner are subject to the terms and conditions of this Article 18, and strict compliance herewith shall be a condition precedent to any liability of Owner therefor.
- 18.2 Claim Procedures. All claims for additional compensation or additional time, regardless of their nature, when they occur, or whether they occur during the design or construction phase, shall be governed by the procedures of the General Conditions of the Contract for Construction.
- 18.3 Continuous Duty to Provide Documentation. Design/Builder shall provide, and continue to provide, to Owner all such documentation, including cost and time records, as and when Owner may request so that Owner may evaluate Design/Builder's claim.
- 18.4 Duty to Continue Performance. Design/Builder shall continue its performance under this Contract regardless of the existence of any claims submitted by Design/Builder against Owner.

- 18.5 Claims for Increase in Compensation. In the event Design/Builder seeks to make a claim for an increase in Design Services compensation or in the Guaranteed Maximum Price, as a condition precedent to any liability of Owner for any claim, Design/Builder shall strictly comply with the requirements of Paragraph 18.2 above and such notice shall be given by Design/Builder before proceeding to execute any alleged additional or changed Construction Work. Failure of the condition precedent to occur shall constitute a waiver by Design/Builder of any claim.
- 18.6 Limit of Owner's Liability for Increased Compensation. In connection with any claim by Design/Builder against Owner for compensation in excess of the Guaranteed Maximum Price or the not to exceed limit of the Design Services compensation, any liability of Owner shall be strictly limited to the Cost of the Construction Work and Design Services as defined and allowed in Paragraph 11.3 above and shall in no event include, indirect, consequential, impact or other costs, expenses or damages of Design/Builder or its Subcontractors. Owner shall not be liable to Design/Builder for claims of third parties, including Subcontractors, for acts, omissions, events, or conditions for which Owner would not be liable to Design/Builder under the terms of the Contract. As a condition precedent to Owner's liability to Design/Builder for any loss or damage resulting from claims of third parties, including Subcontractors, such third parties must have complied with all conditions contained in their agreements with Design/Builder and such claims must have been submitted to Owner by Design/Builder in strict compliance with all the requirements of this Article 18. Owner shall not be liable to Design/Builder for claims of third parties including Subcontractors, unless and until the liability of Design/Builder has been established in a court of competent jurisdiction.
- 18.7 Owner's Right to Order Acceleration and to Deny Claimed and Appropriate Time Extensions, in Whole or in Part. Design/Builder acknowledges and agrees that Substantial Completion of the Construction Work by or before the Scheduled Completion Date is, or may be, of substantial importance to Owner.
- A. Owner shall accordingly have the right in its sole discretion to order Design/Builder to accelerate its progress in such a manner as to achieve Substantial Completion on or before such date as Owner may reasonably direct and, upon receipt, Design/Builder shall comply with such order, provided that Owner and Design/Builder have agreed in writing to the extent of such acceleration and associated costs.
- B. In the event that Design/Builder is otherwise entitled to an extension of Contract Time and has made claim therefor in accordance with Paragraph 16.2. above, Owner shall have the right in its sole discretion to deny all, or any part, of such extension of Contract Time by written notice to Design/Builder provided within seven (7) days of receipt of Design/Builder's claim. Should Owner deny Design/Builder's claim for an extension of Contract Time under this Subparagraph B, either in whole or in part, Design/Builder shall proceed to prosecute the Construction Work in such a manner as to achieve Substantial Completion on or before the then existing Scheduled Completion Date.
- 18.8 Claims Resolved by Change Order. The resolution of any claim under this Article 18 shall be reflected by a Change Order or Supplemental Agreement executed by Owner and Design/Builder.

Article 19

UNCOVERING AND CORRECTING CONSTRUCTION WORK

- 19.1 Design/Builder Not to Cover Construction Work Contrary to Requirements. If any of the Construction Work is covered, concealed or obscured contrary to the written request of Owner, or contrary to any provision of the Contract, said Construction Work shall, if required by Owner, be uncovered for inspection and shall be properly replaced at Design/Builder's expense without change in the Contract Time.

- 19.2 Owner's Right to Order Uncovering of Any Construction Work. If any of the Construction Work is covered, concealed or obscured in a manner not inconsistent with Paragraph 19.1 above, it shall, if required by Owner, be uncovered for inspection. If such Construction Work conforms strictly with the Contract, the cost of uncovering and proper replacement shall be charged to Owner. If such Construction Work does not strictly conform with the Contract, Design/Builder shall pay the cost of uncovering and proper replacement.
- 19.3 Duty to Correct Rejected Construction Work. Design/Builder shall immediately proceed to correct Construction Work rejected by Owner as defective or failing to conform to the Contract. Design/Builder shall pay all costs and expenses associated with correcting such rejected Construction Work, including any additional testing and inspections made necessary thereby.
- 19.4 Duty to Correct Defective Construction Work Discovered After Completion. In addition to its warranty obligations set forth elsewhere herein, Design/Builder shall be specifically obligated to correct at its cost and expense any and all defective or nonconforming Construction Work for a period of twenty-four (24) months following Substantial Completion upon written direction from Owner. This obligation shall survive final payment by Owner and termination of the Contract.
- 19.5 No Period of Limitation Established. Nothing contained in Paragraph 19.4 shall establish any period of limitation with respect to other obligations which Design/Builder has under the Contract. Establishment of the two-year time period in Paragraph 19.4 above relates only to the duty to Design/Builder to specifically correct the Construction Work.
- 19.6 Owner's Option to Accept Defective Construction Work. Owner may, but shall in no event be required to, choose to accept defective or nonconforming Construction Work. In such event, the Contract Sum shall be reduced by the reasonable costs of removing and correcting the defective or nonconforming Construction Work. Owner shall be entitled to a reduction in the GMP regardless of whether Owner has, in fact, removed and corrected such defective Construction Work. If the unpaid balance of the GMP, if any, is insufficient to compensate Owner for the acceptance of defective or nonconforming Construction Work, Design/Builder shall, upon written demand from Owner, pay Owner such additional compensation for accepting defective or nonconforming Construction Work.

Article 20 FORCE MAJEURE

- 20.1 Force Majeure. Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the reasonable control of the party and which could not reasonably have been anticipated or prevented. For purposes of this Contract, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire loss of or failure to obtain or delay in obtaining permits or other jurisdictional approvals, unavailability of labor, materials, fuel, or services; court orders; acts of God; acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. In the event that Force Majeure occurs, the parties shall mutually agree on the terms and conditions upon which services may continue.

Article 21 TERMINATION

- 21.1 Termination of the Contract by the Owner, with or without cause, and by the Design/Builder are provided for in Article 15 of the General Conditions. If the Owner terminates the Contract pursuant to Paragraph 15.2. of the General Conditions, and the unpaid balance of the Contract Sum exceeds the costs and expenses incurred by or on behalf of the Owner in finishing the Work, including

compensation for any additional architectural, engineering, management and administrative services, such excess shall, upon the completion of the Work, be paid to the Design/Builder. If such costs exceed such unpaid balance, the Design/Builder shall pay the difference to the Owner upon demand.

Article 22

LEGAL PROCEEDINGS

- 22.1 The Contract Documents shall be construed and interpreted in accordance with the laws of the State of Florida, to the exclusion of its rules concerning conflicts of laws, and shall constitute the entire and sole understanding of the parties hereto notwithstanding any prior oral or written statements, instructions, agreements, representations, or other communications.
- 22.2 Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Contract, or arising out of any matter pertaining to this Contract or the Work to be performed hereunder (a "Proceeding"), shall be submitted for trial, without jury, solely and exclusively before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; provided, however, that if such Circuit Court does not have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before the United States District Court for the Middle District of Florida (Orlando Division); and provided further that if neither of such courts shall have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before any other court sitting in Orange County, Florida, having jurisdiction. The parties (i) expressly waive the right to a jury trial, (ii) consent and submit to the sole and exclusive jurisdiction of the requisite court as provided herein and (iii) agree to accept service of process outside the State of Florida in any matter related to a Proceeding in accordance with the applicable rules of civil procedure.
- 22.3 In the event that any provision of any of the Contract Documents is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity or, if this leads to an impracticable result, shall be stricken but, in either event, all other provisions of the Contract Documents shall remain in full force and effect.

Article 23

PUBLIC RECORDS

- 23.1 The Design/Builder shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Design/Builder shall:
- A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Design/Builder does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Design/Builder or keep and maintain public records required by the public agency to perform the service. If the Design/Builder transfers all public records to the public agency upon completion of the contract, the Design/Builder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Design/Builder keeps and maintains public records upon completion of the

contract, the Design/Builder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE DESIGN/BUILDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DESIGN/BUILDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE OWNER'S CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER 407-939-3240, EMAIL ADDRESS PUBLICRECORDS@OVERSIGHTDISTRICT.ORG, MAILING ADDRESS CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, ATTN: PUBLIC RECORDS ADMINISTRATOR, P.O. BOX 690519, ORLANDO, FLORIDA 32869.

**Article 24
E-VERIFY COMPLIANCE**

- 24.1 The Design/Builder and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The Design/Builder agrees and acknowledges that the Owner is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Contract. Notwithstanding the provisions of Article 21 hereof and Article 15 of the General Conditions of the Contract for Construction, which forms a part of this Contract, if the Owner has a good faith belief that the Design/Builder has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws of the Attorney General of the United States for employment under this Contract, the Owner shall terminate the Contract. If the Owner has a good faith belief that a subcontractor performing work under this Contract knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Contract, the Owner shall promptly notify the Design/Builder and order the Design/Builder to immediately terminate the contract with the subcontractor. The Design/Builder shall be liable for any additional costs incurred by the Owner as a result of termination of a contract based on Design/Builder's failure to comply with E-Verify requirements referenced herein.

**Article 25
HAZARDOUS MATERIALS**

- 25.1 Any hazardous materials encountered at the site will be the responsibility of the Owner and may cause delays in performance. The Design/Builder assumes no responsibility for identifying, removal or disposal of said materials.

**Article 26
NON-FUNDING**

- 26.1 In the event that budgeted funds for this Contract are reduced, terminated, or otherwise become unavailable, Owner may terminate this Contract upon written notice to Design/Builder without penalty to Owner. Owner shall be the final authority as to the availability of the funding.

Article 27
NO WAIVER OF SOVEREIGN IMMUNITY

- 27.1 Nothing in this Contract operates as a waiver of District's sovereign immunity or any rights or limits of liability existing under Florida law. District's indemnity obligations herein are limited to the financial limitations provided in F.S. Section 768.28, whether said loss, cost, damage, claim or expense arises from tort, contract or any other theory of law and shall not extend to any loss, cost, damage, claim or expense resulting from the acts or negligence of the Design/Builder. These terms shall survive the termination of this Contract and shall be fully binding until any proceeding brought under this Contract is barred by statute of limitations.

Article 28
SCRUTINIZED COMPANIES

- 28.1 By executing this Contract, the Design/Builder certifies that it is eligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for goods or services pursuant to Section 287.135, Florida Statutes.
- A. Specifically, by executing this Contract, the Design/Builder certifies that it is **not**: on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
 - B. Additionally, if this Contract is for an amount of \$1,000,000 or more, by executing this Contract, the Design/Builder certifies that it is **not**:
 - 1. On the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473 Florida Statutes; and/or
 - 2. Engaged in business operations in Cuba or Syria.
 - C. The Owner reserves the right to terminate the Contract immediately should the Design/Builder be found to:
 - 1. Have falsified its certification herein pursuant to Section 287.1358, Florida Statutes; and/or
 - 2. Have become ineligible to bid on, submit a proposal for, enter into or renew a contract with the Owner for goods or services pursuant to Section 287.135, Florida Statutes subsequent to entering into this Contract with the Owner.
 - D. If this Contract is terminated by the Owner as provided in paragraph C above, the Owner reserves the right to pursue any and all legal remedies against the Design/Builder, including, but not limited to the remedies described in Section 287.135, Florida Statutes.
 - E. If this Contract is terminated by the Owner as provided in paragraph above, the Design/Builder shall be paid only for the work completed as of the date of the Owner's termination.
 - F. Unless explicitly stated in this Section, no other damages, fees or costs may be assessed against the Owner for its termination of the Contract pursuant to this Section.

Article 29
PUBLIC CONSTRUCTION BOND

- 29.1 The Design/Builder must submit a recorded, Public Construction Bond in conformance with Florida Statute 255.05 for the GMP Amount of **SEVEN MILLION, NINE HUNDRED TEN THOUSAND, EIGHT HUNDRED ONE AND ZERO ONE-HUNDREDTHS DOLLARS (\$7,910,801.00)** as security for the faithful performance of the work within the time set forth as required herein and

for prompt payment to all persons defined in 713.01, Florida Statutes, who furnish labor, services, or materials for the completion of the work provided herein. Bonds must be issued by a Surety company meeting the requirements set forth in section 287.0935, Florida Statutes and recorded in the county where the project is located, which is Orange County, Florida.

**Article 29
MAINTENANCE AND GUARANTEE BOND**

- 29.1 The Design/Builder is required to furnish a Maintenance and Guarantee Bond in the amount of One Hundred Percent (100%) of the total project value for the GMP Amount of **SEVEN MILLION, NINE HUNDRED TEN THOUSAND, EIGHT HUNDRED ONE AND ZERO ONE-HUNDREDTHS DOLLARS (\$7,910,801.00)** prior to final payment covering all labor and materials provided for a period of **THREE (3) YEARS** from the date of FINAL COMPLETION. Prior to the District's receipt of a fully executed Maintenance and Guarantee Bond, Design/Builder shall warrant all work completed during the term of the Contract. Bonds must be issued by a Surety company meeting the requirements set forth in section 287.0935, Florida Statutes.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed effective as of the day and year first above written.

OWNER:
**CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT**

DESIGN/BUILDER:
THERMAL TECH, INC.

Signature: _____
As authorized by the Board of Supervisors

Print Name: S.C. Kopelousos

Title: District Administrator

Date: June 27, 2025

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A
PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS
Contract No.: C006790

I. Project Description

The Project is described as follows:

SECTION 1. PROJECT SUMMARY

- 1.1 Design/Builder will provide the engineering, procurement and construction/installation of a standalone modular High Temperature Hot Water (HTHW) boiler plant, which includes, but is not limited to: boiler(s), pumps, controls, expansion tanks, chemical treatment and ancillary equipment. In addition to the installation of the modular HTHW boiler plant, a temporary HTHW boiler must be installed as a backup to the current temporary steam boiler which was installed due to operational, and reliability concerns with the existing boiler #3 and backup Heat Recovery Steam Generator (HSRG) systems.
- 1.2 The addition of a temporary HTHW boiler #3 will return the system to N+1. The temporary boiler #3 shall be installed and available for operation by **September 2025**. The temporary boiler #3 will remain in service until the modular HTHW boiler plant system is available for operation. The modular HTHW boiler plant shall be installed and ready for operation by **September 2026**.
- 1.3 Both systems will be located at the District's Central Energy Plant (CEP), 5300 N. Center Drive, Lake Buena Vista, Florida (the Project). Also, both systems will include but not limited to, major and minor piping and ancillary equipment, natural gas connections, plumbing systems, associated 480V, 120V, and low voltage electrical and controls systems and integration, concrete foundations and supports, structural steel work, painting, and insulation.
- 1.4 The Design/Builder shall provide all necessary design and construction services within a period of **fifteen (15) months**.
- 1.5 Design/Builder shall complete the project in compliance with Contract and related exhibits, including Design/Builder's proposal.
- 1.6 Exhibits (shown below) referenced within this Contract Exhibit A - Project Description refer to the underlying solicitation files and are available electronically for viewing and download under the Request for Proposal ("RFP") C006790: Design-Build Boiler #3 Replacement - Phase 1 (Central Energy Plant) at <https://vendors.planetbids.com/portal/62171/bo/bo-detail/127273> under Documents.
 - EXHIBIT A: Aerial Maps
 - EXHIBIT B: RCES Confined Space Requirements
 - EXHIBIT C: RCES Lockout Tagout (LOTO)
 - EXHIBIT D: RCES Technical Specifications*
 - EXHIBIT E: Modular Boiler Plant Diagram
 - EXHIBIT F: Utility Guidelines

**The combined EXHIBIT D files comprise the RCES Technical Specifications and are considered the Design Criteria Package.*

SECTION 2. PROJECT OVERVIEW AND OBJECTIVES

- 2.1 **OVERVIEW OF PROJECT AND REQUIREMENTS.** The Design/Builder will provide all engineering, procurement and construction labor, materials and provisions necessary to produce conceptual designs, final design, procurement/purchasing documents, construction documents and construction of a fully operational modular HTHW boiler plant with work included, but not limited to, major and minor piping and ancillary equipment, plumbing systems, associated 480V, 120V, and low voltage electrical and controls systems and controls integration, concrete foundations and supports, structural steel work, painting, and insulation. All design elements, including but not limited to the modular HTHW boiler plant, shall be in strict compliance with all local, state and federal codes, standards, regulations and any other RCES/CFTOD requirements.

EXHIBIT A
PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS
Contract No.: C006790

- A. Design/Builder must possess and maintain current and valid license or certificates for the contract term. Additional items may apply based on local, state and federal requirements at the time of project commencement:
 - 1. Certified mechanical contractor license from the Florida Department of Business and Professional Regulation (DBPR).
 - 2. ASME 'R' symbol stamped Certificate of Authorization issued by The National Board of Boiler and Pressure Vessel Inspectors (NBBI).
- B. Design/Builder shall furnish and install all permits, labor, professional and non-professional services, materials, tools, equipment, and shall perform all other acts and supply all other items necessary to fully and properly perform and complete the scope of work listed throughout this document.
- C. Existing conditions are as follows:
 - 1. Natural Gas: 4" connection with 150 psig available.
 - 2. Industrial Cold Water: Maximum supply pressure is 90 psig with a chlorine level of 1.2 ppm. All water treatment required for use in the boilers will be the responsibility of the Design/Builder.
 - 3. Wastewater (Sanitary): Any water discharged from the boiler must be piped to an RCES sanitary drain and quenched to a minimum temperature of 120 F. A combination of both flash tank(s), quench tank(s) or similar will be required. Design/Builder shall monitor nearest manhole to ensure drain is not overfilled.
- D. The Design/Builder will be responsible to develop a design package for the installation of a modular HTWH boiler plant providing HTHW service to the Magic Kingdom Park (MK). This modular HTHW boiler plant will be the primary production facility as both the current MK Boiler #3 and the Heat Recovery Steam Generator (HSRG) system will be removed from the production of HTHW. The temporary boiler shall be integrated into the existing SCADA system to match current operational requirements, at a minimum. The design package shall be designed and permitted as a permanent installation and shall meet or exceed the requirements of all Owner standards, and standard drawing templates for Construction. The plans shall be industry standard scale with required plans, elevations and details generated as required. The plans shall depict all known utilities and other conflicts in the vicinity of the proposed work. The location of these features shall be determined via review of existing utility drawings and site survey, as necessary.
- E. In addition to the development of a design package for the replacement of MK Boiler #3 and the HSRG system, the Design/Builder will be responsible for developing a design package for the temporary installation of an HTHW boiler system in place of the current MK Boiler #3 to maintain continuous HTHW service to the Magic Kingdom Park. Both packages shall be designed and permitted as a permanent installation and shall meet or exceed the requirements of all Owner standards, and standard drawing templates for the Construction. The plans shall be industry standard scale with required plans, elevations and details generated as required. The plans shall depict all known utilities and other conflicts in the vicinity of the proposed work. The location of these features shall be determined via review of existing utility drawings and site survey, as necessary.
- F. The temporary boiler system shall be provided for the total duration of design and installation of the modular HTHW boiler plant and after the testing, adjustment, balancing and commissioning of the modular HTHW boiler plant is complete and accepted by the owner. The cost of the temporary boiler shall include, but not limited to, design, installation, removal and any monthly recurring costs including rental fees, maintenance and monitoring of the boiler throughout construction. Installation shall include all mechanical, electrical, civil and structural connections and modifications to the existing infrastructure based on the demands of the rental equipment. If it is determined that the existing infrastructure does not meet the

EXHIBIT A
PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS
Contract No.: C006790

minimum requirements of the temporary boiler system, the Design/Builder shall install a temporary generator or similar.

- G. The temporary HTHW boiler shall have the following operating characteristics:
1. Quantity - 1.
 2. Design operating supply temperature - 400 degree F.
 3. Design operating supply pressure - 400 psig.
 4. Heating capacity - 30,000 MMBTU with minimum 5:1 turndown.
 5. Primary fuel source - Natural gas.
 6. Refer to EXHIBITS for additional requirements and design guidelines.
- H. The modular HTHW boiler plant shall be designed and capable of operating under the following conditions, 'Item 1 – Current operating conditions', however, shall also be capable of operating in accordance with 'Item 2 – Future operating conditions' with minor software and hardware modifications. The two (2) conditions are as follows:
1. Current design conditions: A design operating pressure of 400 psig with a maximum design operating water temperature of 400°F at a maximum system temperature drop of 50°F. Combined design operating flow shall be 1,300 gpm.
 2. Future design conditions: A design operating pressure of 100 psig with a maximum design operating temperature of 210°F at a maximum system temperature drop of 50°F. Combined design operating flow shall be 1,300 gpm.
- I. The Design/Builder shall document in detail all modifications required to operate the proposed boiler(s) at both operating conditions, through drawings and specifications. The documents shall clearly identify the changes and/or modifications that will be required which includes, but is not limited to: mechanical and electrical equipment changes, control changes/reprogramming, re-certifications, safety reliefs, etc. The Design/Builder shall provide all equipment, hardware, software, etc. required to make these changes.
- J. The Design/Builder is responsible for all required forms, sketches, calculations, etc. that are required for all permitting.
- K. The modular HTHW boiler plant shall have the following characteristics:
1. Operating Characteristics:
 - a. Quantity of boilers - 5.
 - b. Design operating supply temperature - 400 degree F.
 - c. Design operating supply pressure - 400 psig.
 - d. Heating capacity - 31,250 MMBTU (6,250 MMBTU each boiler) with minimum 5:1 turndown.
 - e. Primary fuel source - Natural gas.
 - f. Water softener - Maintain zero hardness in softener effluent at all times maintaining salt level in brine tank.
 - g. Oxygen scavenger - 200-500 PPM all times.
 - h. Inhibitor - Inhibitor contains anti-scalant, dispersants, and sludge conditioners to minimize deposition.
 2. Components including but not limited to:
 - a. Boilers
 - b. Fully automated and integrated controls into RCES SCADA system for remote monitoring and control
 - c. Air venting/draining
 - d. Expansion tank (nitrogen compression type or approved alternate)
 - e. Nitrogen system (for expansion tank)
 - f. Water softener system

EXHIBIT A
PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS
Contract No.: C006790

- g. Makeup water system with integral pumps, controls, etc.
 - h. Chemical treatment – to include pumps, day tanks, overflow tank, associated piping, controls, integration, etc.
 - i. Air-dirt separator
 - j. Step down transformer – 480 VAC to 120 VAC
 - k. Variable speed distribution pumps (with motor heaters)
 - l. Variable Frequency Drives (VFDs)
 - m. HVAC heat pump (heating/cooling)
 - n. Exhaust fans with louvers
 - o. Fire alarm and protection system
 - p. UPS system
 - q. Fix air intake louver
 - r. Weathertight enclosure fully insulated
 - s. Rollup door(s)
 - t. Technician door(s)
 - u. Dedicated chilled water system for pump mechanical seals and oil coolers
 - v. Convenience receptacles
 - w. Prewire instrumentation and controls
 - x. Single point connections for the following:
 - Electrical
 - Industrial cold water
 - Sanitary drain
 - Storm drain
 - Natural gas
 - HTHW supply/return
 - Chilled water
3. Additional requirements:
- a. All components within the modular HTHW boiler plant shall be skid mounted and capable of being removed for future installation within the existing HTHW pump building in a future phase.
 - b. Provide all structural pipe supports, equipment tie downs, equipment and trailer and/or prefabricated enclosure foundations and pads. Modular HTHW boiler plant enclosures shall be capable of being mounted on grade and trailer mounted on a standard tractor trailer bed (40' x 8' x 8.5').
 - c. Provide tie ins to natural gas distribution system. Tie ins include but not limited to all piping, regulators, valves, gauges, meters, etc. Provide sizing and selection of all components using RCES approved software.
 - d. Provide all hoisting and rigging.
 - e. Provide all startup, commissioning, Testing, Adjustment, Balancing (TAB), owner training, etc.
 - f. Provide all maintenance and remote monitoring services for both the temporary boiler system and modular HTHW boiler plant. The boiler plants shall have the ability to be remotely controlled and monitored through a standalone RCES approved interface. All cellular, radio or fiber connection devices, connections and setup shall be by the Design/Builder in coordination with RCES standards.
 - Design/Builder shall monitor and control system from remote location 24 hours a day.
 - Design/Builder shall be able to arrive on site within 1/2 an hour to respond to any

EXHIBIT A
PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS
Contract No.: C006790

- issues needing onsite support.
- Design/Builder shall provide 'read' access to the monitoring, alarming, notifications, etc. Design/Builder shall provide on-site training to RCES and assume a minimum of three (3) sessions tailored to each shift.
- g. The Design/Builder shall be responsible for coordination and cost of all chemical treatment testing, additions, etc. in order to meet the minimum requirements as defined in the 'Operating Characteristics' section of this document.
- h. Metering:
 - All natural gas, electrical, and potable water services shall be installed with a utility meter and tied into the RCES Utility Revenue System. Design/Builder shall coordinate, install and calibrate/setup.
 - Hydronic service (hot water and chilled water) shall include monitoring and recording of temperature in, temperature out, flow, and BTU output.
- L. All natural gas piping that is installed on a CFTOD section of gas main shall be installed by an Operator Qualified Contractor and constructed in accordance with the CFTOD Natural Gas Construction Standards and all supplements. The more stringent requirement shall govern.
- M. All natural gas piping, meter and regulator assemblies and ancillary devices shall conform to and/or be installed in strict accordance with the following:
 1. Reedy Creek Energy Services (RCES) requirements including the CFTOD High Pressure (HPG) and Medium Pressure (MPG) Natural Gas Piping New Construction Standards June 2016 (The Standards).
 2. 49 Code of Federal Regulation (CFR) Part 192-Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards, current edition.
 3. All applicable state and local codes including but not limited to Florida Chapter 25- 12 - Safety of Gas Transportation by Pipeline.
 4. USDOT, Part 199, Drug and Alcohol Testing, current edition.
 5. Reedy Creek Operator Qualified - Contractor Requirements.
- N. The boiler pressure vessel must be constructed in accordance with ASME Boiler Code and must receive authorized boiler inspection prior to shipment. A copy of the inspection report shall be furnished to the Owner. The complete packaged boiler-burner unit shall be listed by Underwriters Laboratories and shall have the UL/cUL label affixed to the front head. The boiler shall be provided with a full modulation and UL/cUL approved fuel burning system. The new boiler shall be installed outside and within the footprint of the existing boiler.
- O. The Design/Builder will be expected to generate construction plans and specifications that meet or exceed the requirements of all the CFTOD and RCES Standards and standard drawing templates for the Construction. The plans shall be on an industry-standard scale with required elevations and details to encompass the overall project scope. The plans shall depict all known utilities and other conflicts in the vicinity of the proposed work. The location of these features shall be determined via site investigation and indicated on the plan and elevation views, as necessary. The Design/Builder is responsible for all work of any sub-Contractors to meet the requirements of the Contract.
- P. The designs shall adhere to both Epcot Building Codes and Florida Building Codes as well as the District/RCES Utility Specifications and Construction Standards for materials, means, methods, standard details, testing, and other requirements. These standards shall be the boilerplate for the technical specifications, but the Design/Builder will be expected to tailor these documents to the specific project requirements and add or delete sections as required.

EXHIBIT A
PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS
Contract No.: C006790

Standard details shall be treated likewise. Safety, Access, and Maintenance of Traffic (MOT)/Temporary Traffic Control (TTC) requirements shall meet or exceed those of the District, RCES, and Walt Disney World (WDW).

- Q. Provide all survey for control and existing site features prior to the design.
- R. Subcontractors and Equipment Manufacturers. Design/Builder may be required to submit in writing the names and addresses (and other material information) for any proposed subcontractors or equipment manufacturers. District reserves the right to disapprove any proposed subcontractor or equipment manufacturers whose technical or financial ability, resources, or experience are deemed (in the District's sole discretion) to be inadequate.
- S. Samples. Samples of items when required must be furnished free of expense to District and upon request, will be returned at the Design/Builder's expense. Samples of selected items may be retained for comparison purposes.

2.2 **TASKS.** The following tasks will be performed as part of the work which includes both the permanent and temporary boiler packages:

- A. Task 200 Construction Documents
- B. Task 600 Stakeholder Outreach: Stakeholder Meeting/Presentation Development/Town Hall Meetings
- C. Task 800 Construction Administration Services
- D. Task 900 Design/Builder Responsibilities

SECTION 3. TASK 200 - Construction Documents

3.1 The construction documents shall be complete and meet all requirements for construction contract and subsequent construction of the project including the components described in the Description of Project and industry standards. All documents shall comply with the current requirements of all Owner's Standards, and the requirements as described in this proposal. Provide quality assurance and "constructability" review prior to all submittals to Owner. All drawing submissions shall be submitted to RCES a minimum of 1-week prior to any review meeting. Design services will include 30%, 60%, 90%, 100%, permit, record document submittals and site survey (as applicable). The Design/Builder will be expected to review the site for various utility services currently in place, which will require upgrade or replacement as part of this project scope.

A. **Overall**

- 1. The design effort shall address the fact that the work will be occurring in an operating energy plant. Consideration to minimize service utility outages required to perform demolition and reconstruction shall be factored into the design.
- 2. Architectural sheets covering any temporary or permanent changes to the building or structures.
- 3. Demolition plans for all structural, mechanical, plumbing/civil, electrical, and control elements.
- 4. Demolition plans for any architectural, fire protection, or other systems.
- 5. Coordinate all trades equipment and utility routing design with piping, pipe hangars, relief piping, and instrument impulse tubing.
- 6. Provide building interior and piping/equipment painting scope drawings to accurately reflect the areas to be painted. Provide painting schedules coordinated with RCES Standards and Specifications.
- 7. Temporary measures required to secure systems, weatherproof building, and ensure safety or other purposes between and during demolition and before reconstruction.
- 8. Temporary measures to facilitate construction to eliminate outages including but not

EXHIBIT A
PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS
Contract No.: C006790

limited to temporary boilers systems, hot tap/line stops, etc.

9. Use Owner standard details when available. If none exist, such details will need to be created.
10. Incorporate additional instruction sheets provided by Owner.
11. Follow Owner standard templates and layering.

B. Mechanical/Plumbing

1. Produce "as-found" drawings for all mechanical equipment, piping, control devices and other appurtenances that are required to be modified by the work. These drawings shall depict the piping to and from all ancillary equipment including but not limited to chillers, cooling towers, expansion tanks, air-dirt separators, chemical shot feeders, boilers, pumps, air compressors, air dryers, air receivers, etc. that are required to be modified by the work. This work will require on-site investigation of de-energized equipment that will require local outages, mostly at night. RCES will assist with arranging schedules for outages and will accompany Design/Builder during the work to ensure safe and efficient data-gathering.
2. Demolition drawings depicting the removal of equipment and alterations to the existing systems in order to facilitate the installation of new equipment. Design temporary utilities during demolition and installation as needed or required. Hot tap/line stop may be required as part of this design effort to eliminate utility service outages. If hot tap/line stops are required the Design/Builder shall be responsible for all sizing, selection and design shall be included.
3. Demolition plans for the piping systems and alterations to the existing systems in order to facilitate the installation of the modular HTHW boiler plant within the area depicted. Design temporary utilities during demolition and installation as required.
4. New work drawings to include design/modifications to new/existing design shall include:
 - a. Provide demolition drawings.
 - b. Provide equipment and material list with part numbers, ratings, and sizes.
 - c. Provide installation plan for the equipment based on weights, clearance, and area conditions.
 - d. Provide pipe routing in association with the existing utilities, mechanical valve pits if needed.
 - e. Update the existing Piping and Instrument Diagrams (P&ID) with the modifications. P&ID should include details that includes, but is not limited to: pipe size, material type, insulation type, coating type, etc.
 - f. Provide plan and elevation/profile drawings of the equipment and piping.
 - g. Construction sequence of operation.
 - h. Equipment and piping diagrams.
 - i. Isometric and plan diagrams.
 - j. Detail sheets.

C. Electrical

1. As found drawings shall include all electrical equipment and enclosures. These drawings shall depict the wiring and arrangements of all electrical switchgear, MCCs, starters, breakers, distribution panels, lighting panels, UPS panels and switches, and PLC/Instrumentation panels/cabinets that are required to be modified by the work of this Project (an "Affected Panel"). Where wiring in an Affected Panel is routed to another panel that is not affected, the as-found drawings shall indicate the unaffected panel designation but not the internal wiring arrangement or terminal strip landing points of the unaffected panel. This work will require on-site investigation of de-energized panels that will require local outages, mostly at night. Owner will assist with arranging schedules for outages and will accompany the Design/Builder during the work to ensure safe and efficient data-gathering.

EXHIBIT A
PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS
Contract No.: C006790

2. The new boiler shall use 480V for auxiliary power. The existing 480V infrastructure needs to be modeled using SKM computer modeling software as required by RCES to determine if there is enough capacity for the new boiler load, and improvements shall be performed as needed to feed the new 480V loads.
3. Demolition plans for existing 480V circuits and equipment for Boiler 1, including low-voltage circuits and equipment.
4. Single-line diagrams for new and modified equipment. Single-line diagrams shall include all protective devices, cable sizes, equipment ratings, loads in the same enclosure/equipment, and upstream feeders and protection devices from the source (transformer) to the new or modified loads.
5. Short circuit, coordination, and arc flash analysis of new and modified equipment.
 - a. The coordination study shall include all protective devices and a complete online diagram of the affected equipment.
6. SKM files for all single-line diagrams included in the drawings, short circuit analysis, coordination study, and arc flash study must be provided, and all protection device settings, feeder size, and trip curves must be verified. Part numbers of each device, including the trip unit of all breakers, shall be based on installed and submitted equipment.
7. Modifications of existing 480 V, 120 V, and low voltage circuits and equipment.
8. Detailed schematics for boiler power connections, control systems, motor contactors and motor controllers (Variable Frequency Drives and Reduced Voltage Soft Starters).
9. Install a new power circuit as needed for the boiler control system and auxiliary devices.
10. Installation of new 480V conduit and cable from existing 480V switchgear.
11. New work drawings to include design/modifications to new/existing design shall include:
 - a. Update the existing one-line drawings with the modification. One line should include details of but not limited to cable sizes, conduit sizes, equipment sizes (Transformer, fuses, breakers, etc.).
 - b. Provide elevation drawings of the new equipment and cable runs.
 - c. Provide Three-line drawings for the complete power system.
 - d. Provide necessary tests that need to be performed for equipment and evaluate the tests once provided during construction phase.
 - e. Provide equipment list with part numbers, equipment rating and sizes.
 - f. Provide Cable schedule with cable types, cable lengths, conduit size, conduit type, voltage drops, drawing reference etc.
 - g. Point to point wiring diagrams showing cable numbers and conductor color codes as needed.
 - h. Provide coordination study amongst the equipment, fuses and the breakers.
 - i. Provide installation plan for the equipment based on weights, clearance and area conditions.
 - j. Provide integration drawings between boiler control circuit and starter circuit with interlocks to control the boiler as needed.
 - k. Perform load analysis in the existing system to feed the new load including the inrush.
 - l. Provide grounding details for the system.
 - m. Provide lighting study and details as required to meet minimum illumination requirements for the temporary and permanent structures and buildings.
 - n. Lightning and surge protection analysis for equipment and facility protection.

D. Controls

1. Provide "as-found" drawings for all controls equipment associated with the implementation of this project. These drawings shall depict the control cabinets, devices, networking framework and miscellaneous appurtenances/hardware that are required to be modified by the work of this Project.

EXHIBIT A
PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS
Contract No.: C006790

2. Demolition drawings depicting the removal of control instrumentation and systems and alterations to the existing systems in order to facilitate the installation of the modular HTHW boiler plant. Design temporary utilities during demolition and installation as needed or required.
3. Verify current control sequence and provide updated sequence for current and future operation assuming expanded capabilities. Control sequence shall be expanded such that the modular HTHW boiler plant can operate standalone with select feedback from the system as needed or required. This includes all production and distribution components.
4. All control wiring diagrams shall be "point-to-point". "Work by Others" shall be shown and noted as such.
5. New work drawings to include installation of PLC, cabinet and control wiring for the control of boiler(s), and valves, pumps, etc. associated with boiler operation and process instruments. Local area network communications conduit, wiring and accessories as necessary for the operation and monitoring of the boiler and other equipment. All modified and new controls shall be integrated into the existing ifix system. Control design shall include:
 - a. Construction sequence of operation.
 - b. Equipment and material specifications, including but not limited to the full model number for all new instrumentation, cables, and ancillary components.
 - c. Detailed schematics for new and modified instruments and devices.
 - d. Point to point wiring of all new and modified devices.
 - e. Controls sequencing chart/diagram and narrative for the operation of the new equipment and associated systems.
 - f. One line diagram for all communication and control wiring/schemes.
 - g. Field Instrumentation locations
 - h. Isometric and plan diagrams.
 - i. Details sheets.

E. Structural/Architectural

1. Provide "as-found" drawings for all structural elements associated with the implementation of this project. These drawings shall depict equipment pads, pipe hangers/supports, etc. that are required to be modified by the work of this Project.
2. Provide concrete floor repair details to correct the demolition and removal of the existing equipment foundations and/or damage incurred during Construction.
3. If necessary, demolition and reconstruction of boiler foundation, concrete flooring, and housekeeping pad.
4. Coordinate concrete flooring, boiler foundation, and under-slab electrical conduit with revised floor drains plumbing.
5. Provide ceiling/roof load analysis and pipe hangar steel members in coordination with mechanical piping design.
6. Provide both temporary and permanent fence installations based on the final installation of all equipment. All permanent fence installations shall match the existing fence rating, style, etc., however some modifications will be required based on current Codes and Standards. All fence installations shall include a technician door. In addition, all fence door hardware shall be tamper proof and include a locking latch and handle set.
7. Modifications shall conform with the 2018 Epcot Building Code and all supplements, as applicable.
8. New work drawings to include the following as it relates to the installation of the proposed boiler 3 and ancillary equipment:
 - a. Construction sequence of operation.
 - b. Equipment and material specifications.
 - c. Plan and elevation/profile.
 - d. Equipment and piping diagrams.

<p style="text-align: center;">EXHIBIT A PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS Contract No.: C006790</p>
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- e. Isometric and plan diagrams.
- f. Detail Sheets.

F. Project Manuals

1. Design/Builder shall review and if required, develop Project Specifications in '50 Division' format which refers to the 50 divisions of construction information, as defined by the Construction Specifications Institute (CSI) Master Format. Design/Builder shall also develop a project manual of specifications based upon sections provided by Owner and specifically tailored to the requirements of this project. Design/Builder shall submit plans and specifications for review at the 60%, 90%, 100% ("Issued for Bid") and "Issued for Construction" phases.

3.2 Subtask 220 – 30% Level of Completion

Shall be defined as a complete set (all sheets that will be in the construction documents) of plan, plan and profile, detail, or standard details drawings indicating all plans, mechanical and plumbing details, electrical plans and one-line diagrams and details, specific technical specification sections with proposed changes (including Section 00 88 50 and 01 11 00) and Design/Builder's Estimate of Probable Cost utilizing standard pay items. If in the opinion of the Design Manager (DM) the 30% level of completion is not met, the submittal shall be resubmitted with the appropriate missing information.

A. General Requirements

1. A physical walk-through to perform a constructability review of the proposed project site shall be made by the DM, RCES Project Management, RCES Operations and the Design/Builder as part of the 30% review meeting.
2. Any modifications to RCES's Standards and/or Specification shall be reviewed and approved by RCES Engineering prior to being included in the Contract Documents. All approved changes shall be noted.
3. Include a complete sequence of work on the plan set including but not limited to the boiler, piping, valves, etc.
4. Two (2) conceptual designs for the physical location of the modular HTHW boiler plants and ancillary equipment showing general arrangements and clearances to existing infrastructure and provide a risk/benefit analysis of each of the conceptual arrangements. One (1) location has been identified and shown for reference only and is included as EXHIBIT A – Aerial Maps.
5. A 30% Level of Completion drawings.
6. Include manufacturer, type, configuration, and construction cost as well as the following:
 - a. Probable Construction Cost
 - b. Annual Maintenance Cost
 - c. Annual Hot Water Plant Operating Cost (efficiency comparison)
 - d. Schematic design level drawing(s)
 - e. Availability of parts and support from the manufacturer
 - f. Lead time
 - g. Evaluate electrical and piping impacts for revisions
 - h. Evaluate the integration of controls into the existing control system
 - i. Recommendations and Conclusion
7. Provide final recommendations, selection, and modular HTHW boiler plant specifications to RCES to make an informed decision on how the project shall proceed in terms of equipment procurement. Each Option shall include a schematic design level drawing(s) indicating all pertinent information necessary for RCES to evaluate and procure the boiler.
8. Meet with RCES to discuss the 30% submittal, prepare a written list of Owner comments, submit to RCES for verification and subsequently revise the construction documents per RCES' comments.

EXHIBIT A
PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS
Contract No.: C006790

9. Incorporate all stakeholder comments into the drawings and specifications after approval by the DM. An email shall be submitted by the Design/Builder verifying whether each of the stakeholders have reviewed and commented on the drawings.

B. Deliverables:

1. Submit an electronic PDF of the 30% design drawings.
 - a. All required plans and specifications.
 - b. Design packages from RCES.
 - c. AutoCAD 2022 (dxf or .dwg) and Revit 2024 drawings for title sheet, general notes, and details.
2. Any technical specifications with proposed track changes.
3. Any proposed Drawing Detail(s).
4. Provide the Design/Builder's Estimate of Probable Cost for a minimum of two (2) conceptual design locations utilizing standard pay items.
5. Any proposed new pay items shall be submitted with measurement and payment description to match RCES format and numbered with an appropriate payment item sequence.

3.3 Subtask 220 – 60% Level of Completion

Shall be defined as a complete set (all sheets that will be in the construction documents) of plan, plan and profile, detail, or standard details drawings indicating all plans, mechanical and plumbing details, electrical plans and one-line diagrams and details, specific technical specification sections with proposed changes (including Section 00 88 50 and 01 11 00) and Design/Builder's Estimate of Probable Cost utilizing standard pay items. If in the opinion of the Design Manager (DM) the 60% level of completion is not met, the submittal shall be resubmitted with the appropriate missing information.

A. General Requirements

1. A physical walk-through to perform a constructability review of the proposed project site shall be made by the DM, RCES Project Management, RCES Operations and the Design/Builder as part of the 60% review meeting.
2. Any modifications to RCES's Standards shall be reviewed and approved by RCES Engineering prior to be included in the Contract Documents. All approved changes shall be noted.
3. Include a complete sequence of work on the plan set including but not limited to the boiler, piping, ductwork, valves, etc.
4. Meet with RCES to discuss the 60% submittal, prepare a written list of Owner comments, submit to RCES for verification and subsequently revise the construction documents per RCES' comments.
5. Incorporate all stakeholder comments into the drawings and specifications after approval by the DM. An email shall be submitted by the Design/Builder verifying whether each of the stakeholders have reviewed and commented on the drawings.

B. Deliverables:

1. Submit an electronic PDF of the 60% design drawings.
 - a. All required plans and specifications.
 - b. Design packages from RCES.
 - c. AutoCAD 2022 (dxf or .dwg) and Revit 2024 drawings for title sheet, general notes, and details.
2. Any technical specifications with proposed track changes.
3. Any proposed Drawing Detail(s).
4. Provide the Design/Builder's Estimate of Probably Cost utilizing standard pay items.
5. Any proposed new pay items shall be submitted with measurement and payment description to match RCES format and numbered with an appropriate payment item sequence.

EXHIBIT A
PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS
Contract No.: C006790

3.4 Subtask 230 - 90% Level of Completion

Shall be defined as a complete set the construction drawings and specifications containing all of the general and preceding requirements, RCES' 60% review comment tabulation (Excel spreadsheet), and 60% review comments were addressed, and an opinion of the probable construction cost utilizing standard pay items. If in the opinion of the DM the 90% level of completion is not met, the submittal shall be resubmitted with the appropriate missing information.

A. General Requirements

1. Identify all assets on the drawings with unique numbering. Utility assets and infrastructural features shall be labeled on the drawings with unique identification numbers. Utility assets and infrastructure equipment shall be defined as large equipment (boiler, pumps, VFD, transformers, etc.).
2. Submit the 60% review comments Excel spreadsheet.
3. Meet with RCES to discuss the 90% design drawings submittal, prepare an updated written list of 90% RCES review comments Excel spread sheet.
4. Incorporate into this submittal any governmental agency permit review comments.

B. Deliverables for the Review Meeting:

1. Submit an electronic PDF of the 90% design drawings.
 - a. All required plans, details and specifications.
 - b. Design packages from Owner.
 - c. AutoCAD 2022 (dxf or .dwg) and Revit 2024 drawings for title sheet, general notes and details.
2. Complete Sections 00 88 50 and 01 11 00.
3. Any technical specifications with proposed tracked changes.
4. Any proposed Drawing Detail(s).
5. Any proposed new pay items shall be submitted with measurement and payment description to match Owner's format and numbered with an appropriate payment item sequence.
6. Provide the Design/Builder's Estimate of Probable Cost utilizing the Owner's standard pay items.

C. After the 90% review meeting:

1. Incorporate all Owner comments or address all comments from Owner on drawings.

3.5 Subtask 240 – 100% Level of Completion

Shall be defined as a complete set of the construction drawings and technical specifications and all of Owner's 90% review comments were addressed. Incorporate all final red-line review comments into the drawings and specifications. The drawings shall be signed/sealed in accordance with all requirements set forth by Owner and the State of Florida.

A. Deliverables:

1. Submit an electronic PDF copy of 100% complete construction drawings and specific required specification sections.
2. Submit a copy of the drawings in electronic AutoCAD 2022 (dxf or .dwg) and Revit 2024 a copy of the specifications in Microsoft Word format in electronic format. AutoCAD and Revit drawings shall be submitted using the RCES drawing border and drawing number format.
3. Provide a Bid Item Schedule and an updated Design/Builder's Estimate of Probable Cost utilizing the standard pay items.

3.6 Subtask 250 – Issue for Construction (IFC) Level of Completion

Shall be defined as a complete set the construction drawings including structural calculations and technical specifications that will allow the Project to be permitted for Construction, including all bid

EXHIBIT A
PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS
Contract No.: C006790

addendums incorporated into the drawings and specifications. The drawings shall be signed/sealed in accordance with all requirements set forth by Owner and the State of Florida.

A. Deliverables:

1. Submit an electronic PDF copy of Issue for Construction (IFC) complete construction drawings and specific required specification sections.
2. Submit a copy of the drawings in electronic AutoCAD 2022 (dxf or .dwg) and Revit 2024 a copy of the specifications in Microsoft Word format in electronic format. AutoCAD and Revit drawings shall be submitted using the RCES drawing border and drawing number format.
3. Respond to all requests for additional information from permitting agencies.

SECTION 4. TASK 600 – STAKEHOLDER OUTREACH

4.1 Subtask 610 – Stakeholder Meeting

- A. Prior to the 60% level of completion, the Design/Builder shall prepare the following:
1. Design/Builder, with the guidance of the DM, identifies all stakeholders external to Owner and provide a list to Owner.
 2. Design/Builder prepares presentation information related to the Project to be used at stakeholder meetings.
- B. Design/Builder conducts three (3) stakeholder meetings, including transcribing comments and questions from the attendees. Design/Builder follows up, in writing, with answers to all questions/comments. It is anticipated meetings will be held with the following in various combinations:
- Owner Operations
 - Owner Project Management
 - Owner Engineering
 - Owner Executive Leadership
 - Owner representatives
- C. Design/Builder shall provide a copy of the sign-in sheet and meeting minutes to DM within three (3) working days of all stakeholder meetings.

SECTION 5. TASK 800 - Construction Administration

5.1 Subtask 810 – Conformed Documents (Construction-Ready) and Preconstruction Conference

- A. Owner will provide construction inspection. All instructions to the Design/Builder(s) shall be issued through the Owner. The Design/Builder shall:
1. Incorporate into the construction documents any revisions and clarifications that occurred during the permit review stage and the bidding phase, for all required and Design/Builder executed documents.
 2. Provide Owner the “Conformed” construction drawings in PDF format.
 3. Conformed Construction Documents.
 4. Submit digital PDF files to Owner.
 5. Preconstruction Conference.
 6. Plan, organize and conduct a pre-construction conference; distribute the Conformed Contract Documents, take meeting minutes and distribute written minutes to all attendees. Design/Builder will create an agenda for the meeting in close coordination with Owner Project Management.
 7. Provide a digital version of the conformed construction drawings in AutoCAD 2022 (dxf or .dwg) and Revit 2024 format to the Design/Builder’s Surveyor for preparing the As-

EXHIBIT A
PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS
Contract No.: C006790

built drawings.

5.2 Subtask 820 – Shop Drawings and Correspondence

A. Shop Drawings

1. Review shop drawings and product submittals for conformance with the Contract Documents and is/are compatible with the design concept.
2. If the drawings or schedules as submitted describe variations and show a departure from the Contract Documents which the Design/Builder finds to be in the interest of Owner and to be so minor as not to involve a change in Contract Sum or Contract Time, the Design/Builder may return the reviewed drawings without noting an exception.
3. Assure all shop drawings are provided in AutoCAD 2022 (dxf or .dwg) and Revit 2024 format and all operator and instruction manuals are provided in a searchable .PDF document file format.

B. Substitutions

1. The Owner will consider proposals for substitution of materials, equipment, and methods only when such proposals are accompanied by full and complete technical data and all other information required by Owner to evaluate the proposed substitution.

5.3 Subtask 830 – Request for Information (RFIs), Request for Proposals (RFPs), and Construction Change Directives (CCDs)

- A. Receive, review, evaluate, distribute and/or issue RFIs, Supplemental Instructions, RFPs, CCDs, and sketches and drawings to resolve actual field conflicts encountered and provide consultation and advice during the construction process.
- B. The Design/Builder understands that for any drawing revision, all drawings associated with the project will need to be reissued (not just the revised sheets).

5.4 Subtask 840 - Schedule of Values

- A. Review and negotiate Design/Builder's schedule of values to ensure the breakdown is adequate to allow accurate measurement for payments and will compare the proposed schedule of values to the Design/Builder's estimate of probable construction costs for apparent imbalances, i.e. front-end loading.
- B. Design/Builder will check the loading of schedule of values into the schedule as required. The total of the schedule of values will be the Guaranteed Maximum Price (GMP).

5.5 Subtask 850 – Monthly Construction Progress Meetings and Site Inspections

- A. Attend monthly construction progress meetings, take meeting minutes and distribute minutes to all attendees. Concurrently on the day of the monthly construction progress meeting, observe the Construction of the Project and discuss any concerns with Owner.
- B. Review the progressive As-built Drawings and to determine if the constructed improvements meet the Design/Builder's design intent.
- C. Conduct up to one (1) additional site visit per month to observe Construction.

5.6 Subtask 860 – Substantial Completions and Partial Certifications

- A. Substantial Completion Inspections: Conduct substantial completion inspections of Project and prepare the appropriate "punch lists".
- B. Partial Certifications: Submit As-built drawings and necessary documents for partial project certification of completion to the non-owner permitting agencies (FDEP, Water Management

EXHIBIT A
PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS
Contract No.: C006790

Districts, etc.) to obtain all approvals for release.

5.7 Subtask 870 – Final Completion Inspection and Record Drawings

- A. Conduct final completion inspection of Project.
- B. The Design/Builder shall develop the Record Drawings from the As-built Drawings supplied by the Design/Builder and through field observations. The Design/Builder shall indicate substantive deviations from the original design documents and certify whether the deviations are such that the original engineering design intent has or has not been “materially” accomplished by the finished Construction. The accuracy of the location information is to be based upon the Design/Builder’s Surveyor’s As-Built drawings.
- C. The Record Drawings shall be a compiled representation of the constructed project; shall contain a listing of the sources and the basis of information used in the preparation of the Record Drawings; shall contain a certification that they are believed to be correct to the best of the Design/Builder’s knowledge and that the drawings meet the design intent. Final Record Drawings combine all previous partial clearances, Design/Builder As-builts, surveyed coordinates, Design/Builder red-lines, and all Owner work into one complete set.
- D. The drawings shall be signed/sealed in accordance with all requirements set forth by Owner and the State of Florida and containing appropriate notes or disclosures accompanying the certification that state the Design/Builder’s determination that such modifications do or do not “materially” affect the permitted design. Exclusions are not permitted.
- E. Provide drawings in AutoCAD 2022 (dxf or .dwg) and Revit 2024. Study and model data shall be provided in its entirety in the native file format for the modeling software being used. Summary data and reports shall be provided in a searchable .PDF file format.

SECTION 6. TASK 900 – Design/Builder Responsibilities

- 6.1 Design/Builder is responsible for the safe operation of all equipment to access the work location in conformance with all applicable OSA Standards, Walt Disney World (WDW), RCES and CFTOD safety standards and requirements. The equipment includes but is not limited to access equipment, inspection equipment, etc.
 - A. Confined Space - Certain aspects of work performed under this assessment may involve the entry into areas which are defined as confined spaces by RCES and OSHA requirements, which are detailed in the RCES Confined Space Requirements document (EXHIBIT B). Design/Builder is advised to become familiar with all aspects and requirements of this RCES document for the Design/Builder to protect their employees and all others involved from the dangers that may be associated with the limited access and hazardous atmospheres that may exist in these confined spaces. It is the Design/Builder's responsibility to become familiar with and institute the various permitting, sampling, and other associated safety requirements for confined space entry.
 - B. Lockout Tagout (LOTO) – Design/Builder shall comply with RCES Lockout TagOut (LOTO) procedures (EXHIBIT C).
 - C. Project Specific Safety Plan (PSSP) – Design/Builder shall furnish and have accepted through Owner safety prior to commencement of work.

6.2 Subtask 910 – Pre-Installation Phase

- A. Site visit and assessment of existing boiler for replacement in same location.
- B. Obtain necessary permits and approvals from location authorities.
- C. Coordinate with utility providers for connection to gas, electric, and controls systems.
- D. Conduct a risk assessment and implement necessary safety measures.

EXHIBIT A
PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS
Contract No.: C006790

6.3 Subtask 920 – Procurement

- A. Prepare detailed specifications for purchase of all equipment.
- B. Design/Builder to provide necessary submittals to RCES Project Manager for review that include but are not limited to boiler(s), piping, and accessories, valves, insulation, support accessories etc.
- C. Issue purchase orders, schedule and track lead times and delivery.
- D. Schedule and arrange proper equipment offloading and setting equipment in place via appropriately sized construction equipment for the loads presented.
- E. Source all necessary equipment, materials, and components according to the project specifications.
- F. Ensure compliance with quality standards and regulatory requirements.
- G. Coordinate delivery schedules to align with project timeline.

6.4 Subtask 930 – Installation Phase

- A. Mobilize skilled technicians and contractors for installation of work.
- B. Prepare the installation site, including any necessary structural modifications or reinforcements.
- C. Install the boiler unit, piping, valves, pumps, and all other necessary components according to the approved design and manufacturer guidelines.
- D. Perform pressure tests, leak checks, and system flushing to ensure integrity and performance of system.
- E. Install safety devices, which as pressure relief valves, temperature sensors, and carbon monoxide detectors.
- F. Connect the boiler to the electrical supply and integrate control systems for optimal operation.

6.5 Subtask 940 – Testing and Commissioning

- A. Provide start-up and proven commissioning of all systems to make specified project a fully functioning facility.
- B. Conduct thorough functional testing of the entire system to ensure proper operation and performance.
- C. Adjust settings and calibrate controls for optimal efficiency and safety.
- D. Verify compliance with design specifications and regulatory requirements.
- E. Provide training to facility staff on the operation and maintenance of the boiler and controls system.

6.6 Subtask 950 – Documentation and Handover

- A. Compile all relevant documentation, including as-built drawings, equipment O&M manuals, test reports, commissioning reports, and applicable warranties for all Design/Builder furnished and installed material.
- B. Complete any necessary paperwork for regulatory compliance and warranty registration.
- C. Conduct a final inspection and walkthrough with the client to ensure satisfaction.
- D. Hand over the completed installation, including all keys, access codes, and operating instructions.

6.7 Subtask 960 – Deliverables

- A. Complete set of Design Documents suitable for permitting reflecting all comments received from Owner's Representative.
- B. Daily Construction and Inspection Reports: Design/Builder shall submit to the Owner's Representative daily reports for the current project activities no later than two (2) days after

EXHIBIT A
PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS
Contract No.: C006790

the work was completed. The reports shall be legible, in detail, and shall include but not be limited to the following information:

1. Work activities completed.
2. Identified deficiencies or concerns.
3. Applicable subcontractors onsite.
- C. Completed set of design documents reflecting "As Installed" conditions.
- D. O&M Manuals for all Contractor furnished and installed material.
- E. Applicable warranties for all Design/Builder furnished and installed material.
- F. Completed Commissioning report for Design/Builder supplied and installed boiler No. 3 and other Design/Builder installed equipment if applicable.

NOTE: The District recognizes the need to allow the Design/Builder maximum flexibility for the final design of the Project. The statement of design criteria and desirable features set forth herein is intended to provide Design/Builder with a general overview of the District's minimum requirements. See EXHIBIT D – RCES Technical Specifications for specific design criteria. Requirements may be open for discussion as long as the reliability, resiliency and quality are not affected. The Design/Builder shall not assume alternates or deviations are approved without written confirmation from RCES.

SECTION 7. OWNERSHIP AND SITE DISCLOSURES

- 7.1 **Ownership of the Property.** The property associated with this project is owned by District and any reference to "Owner" in the contract documents shall mean the Central Florida Tourism Oversight District.
- 7.2 **Existing Environmental Conditions.** The District does not guarantee the details pertaining to previous structural, utility and/or other investigations as shown on any documents supplied by the District, including soil borings. Executing a contract for the project is prima facie evidence that the Design/Builder has made an examination as described in this provision.

SECTION 8. SCOPE OF WORK AND SPECIFICATIONS

- 8.1 The Design Criteria Package attached hereto as EXHIBIT D sets forth comprehensive requirements regarding surveys, explorations, design, construction, and adjacent residential/commercial/municipal access during construction, requirements relative to project management, scheduling, and coordination with other agencies and entities such as state and local government, utilities and permitting agencies, and the public.
- 8.2 **DISTRICT RESPONSIBILITIES**
 - A. District shall make available sufficient staff as required to meet with the Design/Builder during the design and construction phases of the Project and to provide information as necessary and required.
 - B. District shall designate a Project Manager who will be fully acquainted with the Project to oversee the work and provide support to the Design/Builder as needed. The Design/Builder must provide for its own construction quality assurance and quality control inspections, testing and material certifications and shall not rely upon the District for these services.
- 8.3 **DESIGN/BUILDER RESPONSIBILITIES.** The Design/Builder shall provide a comprehensive, turnkey scope of services from the design process through construction closeout. The significant aspects of this Project shall include the services, responsibilities, and deliverables set forth below. The Design/Builder will be expected to work closely with designated District staff to accomplish these responsibilities and meet the established goals for this Project.
 - A. **CONCEPTUAL DESIGN SERVICES.**
 1. The Design/Builder shall work with the District Engineer or other District designated officials to formulate a conceptual design process that he/she believes is the best for

EXHIBIT A
PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS
Contract No.: C006790

effectively providing the conceptual design services that are desired and defined herein.

2. At a minimum, the conceptual design process shall include participation in one (1) kickoff meeting and up to two (2) informational public meetings:
 - a. The first meeting will be held to inform the public and will be held with the District Engineer, other selected staff, and interested persons, for the purpose of providing information on the design of the modular HTHW boiler plant and garner any feedback from the community.
 - b. The second public meeting will be a Board of Supervisors' (Board) Work Session and will be held to present the preliminary design to Board.
 - c. A third public meeting may be scheduled as the District deems necessary.
3. At a minimum, the Design/Builder shall:
 - a. provide public involvement services and project coordination;
 - b. provide proposed schedule from Project initiation to facility opening;
 - c. provide design recommendations for achieving an engaging, balanced design of the modular HTHW boiler plant systems and areas;
 - d. work with the District Engineer or other District designated officials to establish an outreach plan to inform the public;
 - e. work with community leaders, the District Engineer, and District staff to integrate citizens' feedback into the Project to develop a preliminary design concept;
 - f. work with the District Engineer, District staff, and the public, to incorporate into the design any other amenities including landscaping, and other related user experience improvements.
 - g. submit process for receiving design approvals;
 - h. present the preliminary modular HTHW boiler plant design concept at a public meeting;
 - i. revise preliminary design concept based on input from the District Engineer, District Manager, District staff, and community stakeholders;
 - j. develop preliminary cost estimates for full project development;
 - k. provide proposed phasing or implementation plan based on preliminary costs and total construction budget;
 - l. review final conceptual design with the District Engineer, and staff, for approval;
 - m. present recommended design at District Work Session; and
 - n. attend at least two (2) meetings through the completion of the conceptual design phase.

B. DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS. Upon the District's receipt and approval of the Conceptual Design, the Design/Builder shall proceed with the development and preparation of the Design and Construction Documents.

1. The Design and Construction Documents shall consider a total build out of the HTHW system located at the MK CEP in order to accommodate future construction activities and phasing.
2. The Design/Builder shall follow, at a minimum, and as appropriate per the Design Criteria Package and the Project Specifications set forth herein.
3. The Design/Builder shall be responsible for revising and/or supplementing specifications required to do all work associated with the modular HTHW boiler plant construction including, but not limited to, concrete placement and finishing and electrical system improvements.
4. All text documents will be provided in MS Word format.
5. Final drawings will be completed in an AutoCAD 2022 (dxf or .dwg) and Revit 2024

EXHIBIT A
PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS
Contract No.: C006790

format acceptable to the Owner. A Professional Engineer or Architect licensed in the State of Florida shall sign all required engineering and architectural drawings.

6. At a minimum, the Design/Builder shall:
 - a. attend a minimum of three (3) meetings with District staff through the completion of the design development and construction document phase;
 - b. obtain soil reports or testing as needed for design criteria using the District's approved geotechnical vendors for basic soils information, including soil type and classification;
 - c. obtain all existing utility locates as needed for design;
 - d. provide architectural and engineering services to develop final design plans, specifications and cost estimates for the entire modular HTHW boiler plant and associated scope;
 - e. provide an estimate of probable costs for amenities recommended for inclusion in the proposed improvement area shall be provided by the Design/Builder;
 - f. design and engineer all stormwater improvements;
 - g. prepare high quality professional drawings for document review and approvals; and
 - h. calculate final estimates of quantities to be used in the modular HTHW boiler plant.
- C. **DEVELOPMENT PERMITS.** The Design/Builder shall be responsible for preparing all necessary state and local permit applications and shall be responsible for obtaining all necessary permits, including required fees from such agencies.
 1. All permits required for a particular construction activity will be acquired prior to commencing the particular construction activity.
 2. The District's Building Department, Planning & Engineering Department, and the Fire Department are the responsible building permit, other permits, and inspection agencies.
 3. Delays due to incomplete permit packages, agency rejection, agency denials, agency processing time, lack of payment, or any permit violations shall be solely the responsibility of the Design/Builder, and may not be considered sufficient reason for time extension, in the sole discretion of District.
 4. Changes to the concept requiring additional permitting activities are the responsibility of the Design/Builder.
 5. In addition to the foregoing, the Design/Builder shall, at a minimum, perform the following tasks:
 - a. provide architectural and engineering calculations and drawings necessary to obtain development permits;
 - b. incorporate all changes required by development permit plan review check; and
 - c. develop drawings, specifications and materials as required until approved by the review agency for all required development permits.
- D. **CONSTRUCTION SERVICES.** The Design/Builder shall provide comprehensive construction services including all equipment, materials and labor required to construct the modular HTHW boiler plant as per the approved plans.
 1. At a minimum, Design/Builder shall provide architectural, electrical and infrastructure construction services including construction staking, erosion control fencing, security, tree protection, site preparation, on site storm water infiltration or disposal and the construction of the modular HTHW boiler plant.
 2. Design/Builder shall coordinate site development reviews and inspections as necessary.
 3. The Design/Builder will be responsible for all material testing required for acceptable accomplishment of the work. Test results that do not meet design specifications will

EXHIBIT A
PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS
Contract No.: C006790

immediately be brought to the attention of the District Engineer. The District's expectation is that all work shall be accomplished in accordance with the approved design and applicable industry standards such as ACI, ASTM, etc.

4. Modifications to the final design, made by the Design/Builder during construction, shall be reviewed and approved by the District Engineer before implementation of changes to plans.
 5. Modifications to the final design recommended and performed by the Design/Builder during construction, shall incur no additional cost or inconvenience to the District.
- E. **CONSTRUCTION ADMINISTRATION REQUIREMENTS.** All Construction Administration Requirements shall be included in the GMP. The District will not be responsible for any General Requirement items that may incur additional costs after establishment of the Guaranteed Maximum Price (GMP).
1. The laydown area and parking for the Design/Builder's personnel is anticipated to be in the vicinity of the Project Site. The Contractor shall contain all trade parking, inclusive of the Contractor itself, to designated contractor parking areas. Staging and construction laydown is very limited within project limits. A designated lay down yard and employee privately operated vehicle (POV) parking area is anticipated to be located at: TBD.
 2. Contractor is responsible to maintain cleanliness of their assigned/approved area(s). No POV shall be parked within project limits. Contractor Employees shall be transported from assigned parking areas to work areas by means provided by Contractor.
 3. All use of the parking and laydown yard shall be in compliance with security requirements. Design/Builder must provide safety and security to the site, prevent unauthorized access and provide all protection necessary for existing trees and silt control in accordance with all applicable codes and laws as previously noted within this RFP.
 4. Design/Builder shall provide all construction administration services including disciplines coordination and document checking services with the District Engineer and selected staff.
 5. Design/Builder shall be responsible for protecting and securing all surfacing and improvements during the entire construction process. This protection shall include but be not limited to the installation of security fencing, cabling or other preventative measures to reduce un-permitted use of the Central Energy Plant (CEP) prior to the formal opening and District Engineer's acceptance of the facility.
 6. Design/Builder shall attend monthly progress meetings.
- F. **Construction Close-Out and Dedication Event.** Design/Builder shall conduct a project closeout with the District Engineer and provide a written warranty at completion of the contract.
1. Design/Builder shall provide education training sessions for District staff and community stakeholders regarding maintenance programs and schedules for the completed project.
 2. Design/Builder shall provide a written 5-year full warranty letter on all materials and a 1-year warranty letter on workmanship.
 3. Design/Builder shall provide as-built plans in hard copy, certified by a Florida registered professional surveyor, along with an Auto CAD electronic file showing elevations, utilities (above in accordance with the Deliverables section of this Scope of Work).
 4. Design/Builder shall prepare and deliver construction closeout manuals upon completion

EXHIBIT A
PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS
Contract No.: C006790

of the Project accordance with the Deliverables section of this Scope of Work.

8.4 **DELIVERABLES.** Deliverables shall be considered those tangible resulting work products which are to be delivered to the District Engineer such as reports, draft documents, data, interim findings, drawings, schematics, training, meetings, presentations, final drawings, reports and construction product. At a minimum, deliverables for this project shall include:

A. **CONCEPTUAL DESIGN SERVICES.** Design/Builder shall prepare and deliver:

1. proposed schedule from project initiation to facility opening;
2. design concept in a high quality, professional plan view drawing showing the entire modular HTHW boiler plant including two sections or elevations and a three-dimensional drawing, scale model or artist's rendering. The plan view and section drawings shall label all coping locations, feature names, heights and depths;
3. a rigid, 24"x36" presentation graphic and digital image scan of the modular HTHW boiler plant to be used for Public Display;
4. preliminary cost estimate and quantity of materials estimates in a digital file; and
5. proposed phasing or implementation plan.

B. **DESIGN DEVELOPMENT AND CONSTRUCTION DRAWINGS.** Design/Builder shall prepare and deliver:

1. high quality, professional construction drawings, details, specifications and cost estimates for the entire Project;
2. three (3) 11"x17" review sets at 50 percent (50%), 90 percent (90%) stages of construction document preparation (all prints on the review sets must be of a size so that the detailed notes can be read);
3. three (3) 11"x17" sets and one (1) 24x36" set at 100 percent (100%) stage of construction documents;
4. one (1) copy of 8-1/2x11, written specifications at 90 percent (90%) and 100 percent (100%) stages;
5. an AutoCAD 2022 (dxf or .dwg) and Revit 2024 electronic file must be provided at the 100% stage; and
6. final estimates of quantities of materials.

C. **DEVELOPMENT PERMITS.** Design/Builder shall:

1. prepare architectural and engineering calculations and drawings in appropriate quantities and sizes, signed and sealed, required to obtain all state and local development permits; and
2. obtain and pay for all permits required for the Project.

D. **CONSTRUCTION.** Design/Builder shall prepare and deliver monthly written progress reports identifying project status, percent complete and scheduled time of completion to the District Engineer.

E. **CONTRACT CLOSE OUT.** Design/Builder shall prepare and deliver three, 3-ring binder construction closeout manuals upon completion of the project. Each close-out manual shall be index-tabbed and include the following information:

1. Design/Builder and subcontractor information;
2. Product List including product name, product number, contact information and method

EXHIBIT A
PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS
Contract No.: C006790

of application for all materials used on the project;

3. Written 5-year full warranty letter on all materials and a 1-year warranty letter on workmanship;
4. Submittal Documents including manufacturer's instructions, field reports and testing certificates;
5. Maintenance schedule and recommendations;
6. Full-size, signed and sealed, final As-Built Drawings;
7. Digital file of AutoCAD 2022 (dxf or .dwg) and Revit 2024 As-Built drawings.

8.5 **PROJECT SPECIFICATIONS.** The design and all associated construction documents shall clearly demonstrate compliance with all applicable state and local codes and regulations. The Design/Builder shall follow the most recent editions of the following codes and standard specifications, at a minimum and as appropriate per the Design Criteria Package attached hereto as EXHIBIT D. In general, the more stringent requirement shall govern, however all conflicts shall be required and approved by RCES.

- A. The Florida Building Code, available at: https://floridabuilding.org/bc/bc_default.aspx.
- B. EPCOT Building Code available at: <https://www.oversightdistrict.org/building-department/epcot-building-codes/>; <https://www.oversightdistrict.org/building-department/>
- C. American Institute of Steel Construction (AISC) Steel Construction Manual, available at: <https://www.aisc.org/publications/steel-construction-manual-resources/>.
- D. National Fire Protection Association (NFPA) - NFPA 70, National Electric Code (NEC)
- E. American Concrete Institute (ACI) Reinforced Concrete Design Manual, ACI 318

8.6 **VERIFICATION OF EXISTING CONDITIONS.** The Design/Builder specifically acknowledges and agrees that it is being compensated for performing adequate investigations of existing site conditions, including subsurface investigations, sufficient to support the design developed by the Design/Builder and that any information being provided is merely to assist the Design/Builder in completing adequate site investigations. Notwithstanding any other provision in the contract documents to the contrary, no additional compensation will be paid in the event of any inaccuracies in the preliminary information.

SECTION 9. ADDENDA CLARIFICATIONS

- 9.1 Approved Manufacturer for Section 23 52 16.23 Part 2 Product 2.01.A: Cleaver Brooks.
- 9.2 Approved Equipment Manufacturer: Unilux is approved equipment for this project. Contact Representative: Robert Egan, PE, mobile: 407-367-9191, email: began@integratedcooling.com.
- 9.3 Boiler Output: The following MBH values are minimum output values. All output values shall be based on operation at maximum load and minimum efficiency.
 - A. Qty. of 4 boilers = 21,200 MBH
 - B. Qty. of 5 boilers = 26,500 MBH
 - C. Additional clarifications:
 1. The 5th boiler shall be integrated into the control system and shall be capable of operating during extreme low temperatures or high heating demand.
 2. A minimum flow bypass will be required for stable operation.
 3. All boilers shall be capable of operating under the following load conditions:
 - a. Condition 1 – On Peak:
 - Total Flowrate: 750 gpm

EXHIBIT A
PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS
Contract No.: C006790

- Toal Delta T: 320 F – 255 F = 65 F
 - b. Condition 2 – Off Peak:
 - Total Flowrate: 591 gpm
 - Toal Delta T: 336 F – 315 F = 21 F
- 9.4 Enclosures: All enclosures shall be in accordance with the requirements as detailed in Section 23 52 33.23 – Modular High-Temperature Hot Water Boiler Plants. As noted in Item C. (Construction), outdoor equipment enclosure shall be fabricated as a single assembly or in separate shipping sections as required for shipping and installation purposes.
- 9.5 Warranty: Owner requires a one-year full warranty on labor, and a five-year full warranty on the equipment.

SECTION 10. DESIGN/BUILDER CLARIFICATIONS

- 10.1 All shipped loose items that are part of the system are included in the GMP and shall be included as part of the startup and commissioning.
- 10.2 Design/Builder Work does not include any modifications to the external existing buildings. Work only includes tying into existing, but if any modifications are needed or any damage is caused; Design/Builder will be responsible for the cosmetic work to conceal the damage or alterations.
- 10.3 Rental boiler fuel and power utility cost is by the Owner, however the infrastructure to connect to these two (2) utilities shall be by the Design/Builder.
- 10.4 Painting/coating shall be included in the Work as detailed in the specifications.
- 10.5 The addition of breakers to be installed in the existing switchgear is included in the Work. Design/Builder is providing additional breakers in the modular containers that will lead to the existing switchgear. The Design/Builder will connect to the existing electrical and based on preliminary review there is enough service capacity to handle the required load. However, if the existing equipment is found to be defective or insufficient, the service upgrade will be outside of current scope.
- 10.6 Refer to Section 2.1.F and Section 2.1.K.3.F for all requirements for the ongoing maintenance and remote monitoring items. Design/Builder will maintain and monitor the equipment during the duration of the project.
- 10.7 All applicable regulatory permissions, inspections and permits will be provided by the Design/Builder.
- 10.8 The remote monitoring for boilers through the duration of the project by the Design/Builder is included in the GMP.
- 10.9 GMP includes performance of Cx (commissioning), test & balance and client training for both the rental (temporary) and modular boiler plant (permanent).
- 10.10 Since these units are custom configured, they would be considered brand new products by UL and therefore would not fall under any existing UL certifications. Design/Builder is using all UL approved components, so if there is a need for the complete systems to be UL approved, they could be submitted to UL for approval. That process does have a time and cost component to it which would fall outside the Work and the GMP.
- 10.11 Freight charges are included in GMP.
- 10.12 Any changes (i.e. boiler room modifications, roof steel rework, replacing defective [existing] components, valves, etc.) will be billed in addition to the GMP.
- 10.13 GMP excludes any hazardous material survey or mitigation and construction cost estimating.
- 10.14 Remote monitoring for boilers on a yearly subscription basis for three (3) years is included in

EXHIBIT A
PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS
Contract No.: C006790

GMP.

SECTION 11. SPECIFICATION CLARIFICATIONS

- 11.1 The combined Exhibit D files comprise the RCES Technical Specifications and are considered the Design Criteria Package. These files are available electronically for viewing and download under the Request for Proposal ("RFP") C006790: Design-Build Boiler #3 Replacement - Phase 1 (Central Energy Plant) at <https://vendors.planetbids.com/portal/62171/bo/bo-detail/127273> under Documents. Division references within the specifications refer to the Divisions outlined below.
- 11.2 For references to Specification Divisions, refer to the table contents in Section 00 88 50 - List of Drawings and Specifications.
- 11.3 The project titles CEP BOILER #3 REPLACEMENT and 2024 HTHW SPECIFICATIONS & DETAIL UPDATE are hereby replaced with DESIGN-BUILD BOILER #3 REPLACEMENT - PHASE 1 (CENTRAL ENERGY PLANT).
- 11.4 The issuance dates for the RFP on 01/10/2025 and 01/31/2025 are hereby replaced with 03/06/2025.
- 11.5 Section 01 61 00 header of PRODUCT REQUIREMENTS AND OPTION is hereby replaced with PRODUCT REQUIREMENTS AND OPTIONS.
- 11.6 Section 01 66 00 header of PRODUCT HANDLING AND PROTECTION INVOICE AFFIRMATION LETTER is hereby replaced with PRODUCT HANDLING AND PROTECTION.
- 11.7 Section 23 52 16.23 title of BOILERS FOR HIGH-TEMP HOT WATER is hereby replaced with CONDENSING BOILERS FOR HIGH-TEMP HOT WATER.
- 11.8 Section 23 21 14.23 header of HVAC SPECIALTIES FOR HIGH-TEMP HOT WATER is hereby replaced with HVAC PIPING SPECIALTIES FOR HIGH-TEMP HOT WATER
- 11.9 Section 26 05 19 header of LOW-VOLTAGE ELECTRICAL POWER AND CABLES is hereby replaced with of LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES.
- 11.10 Section 26 05 44 header of SLEEVES AND SEEVE SEALS FOR ELECTRICAL CABLING is hereby replaced with SLEEVES AND SLEEVE SEALS FOR ELECTRICAL CABLING.
- 11.11 Section 26 29 23 title of VARIABLE-FREQUENCY MOTOR CONTROLLERS is hereby replaced with VARIABLE-FREQUENCY DRIVE MOTOR CONTROLLERS.
- 11.12 Section 40 05 00 header of BASIC MECHANICAL REQUIRMENTS is hereby replaced with BASIC MECHANICAL REQUIREMENTS.
- 11.13 Section 40 05 61 header of GATE VALVES is hereby replaced with GATE VALVES (INCLUDING KNIFE GATE VALVES).
- 11.14 On 01 11 00 SUMMARY OF WORK (1.03.I.7.): The reference to Lump Sum Contract Amount is hereby replaced with Guaranteed Maximum Price (GMP).
- 11.15 On 01 11 00 SUMMARY OF WORK (2.06.A.): The specification title reference for 01 45 23 – Testing & Inspection Services is hereby replaced with Testing and Inspection Services.
- 11.16 On 01 11 00 SUMMARY OF WORK (2.07.A.): The specification title reference for 01 57 00 – Control and Dewatering is hereby replaced with Erosion Control and Dewatering.
- 11.17 On 01 21 00 ALLOWANCES (1.02.A.): The section reference of 01 33 23 for Submittals is hereby replaced with 01 33 00.
- 11.18 On 01 33 00 SUBMITTAL PROCEDURES (1.10.D.): The subcontractor JCB Construction, Inc., is hereby removed.

EXHIBIT A
PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS
Contract No.: C006790

- 11.19 On 01 33 00 SUBMITTAL PROCEDURES (1.11.A.8.c.): The section reference of 01630 for Substitutions is hereby replaced with Section 01 25 00 - Substitutions and Product Options.
- 11.20 On 01 41 00 REGULATORY REQUIREMENTS (1.01.A.): The link to the Epcot Codes is hereby removed, Design/Builder shall refer to Section 8.5 above.
- 11.21 On 01 44 00 QUALITY ASSURANCE AND QUALITY CONTROL (1.04.K.): The section reference of 01660 for the mechanical and electronic equipment start-up restrictions is hereby replaced with 01 75 13 - Checkout and Startup Procedures.
- 11.22 On 01 61 00 PRODUCT REQUIREMENTS AND OPTIONS (1.05.A.3.): The specification reference of 01 75 00 for Checkout and Startup Procedures is hereby replaced with 01 75 13.
- 11.23 On 01 78 23 OPERATIONS AND MAINTENANCE DATA (1.02.A.3.): The specification reference of 01750 for Checkout and Startup Procedures is hereby replaced with 01 75 13.
- 11.24 On 01 79 00 DEMONSTRATION AND TESTING (1.02.C.1.c): The specification reference of 01 75 00 for Checkout and Startup Procedures is hereby replaced with 01 75 13.
- 11.25 On 01 64 13 OWNER PURCHASED PRODUCTS (2.01.A. and 2.01.E.): References to Sections 4.2, 2.3C, 2.2 are hereby replaced with 4.01, 2.03C, 2.02 respectively.
- 11.26 On 23 05 93.23 TESTING, ADJUSTING, AND BALANCING FOR HYDRONIC SYSTEMS (1.03.A.): The section reference of 40 80.23 for Commissioning of High-Temp Hot Water Systems is hereby replaced with 40 80 00.23.
- 11.27 On 23 21 13.23 HVAC PIPING FOR HIGH-TEMP HOT WATER (3.03.P. and 3.06.A.): The section title references for 09.96.33.23 - High Performance Coatings for HTHW are hereby replaced with Coatings for Mechanical Systems.
- 11.28 On 23 52 33.23 MODULAR HIGH-TEMP HOT WATER BOILER PLANTS (2.16.A.2.): The specification title reference for 26 05 19 - Low-Voltage Electrical Power and Cables is hereby replaced with Low-Voltage Electrical Power Conductors and Cables.
- 11.29 On 32 90 00 FINAL GRADING AND LANDSCAPING (3.01.A.): The section reference of 31 00 01 for Earthwork is hereby replaced with 31 00 00.
- 11.30 On 33 52 16.13 STEEL NATURAL GAS PIPING (3.03.A.): Reference to section 3.08 for further backfill requirements is hereby replaced with Section 3.10 - Trenching and Backfilling within that specification.
- 11.31 On 33 52 16.13 STEEL NATURAL GAS PIPING: The page numbering in the header is hereby replaced with consecutive numbering starting with page 1 of 18.
- 11.32 On 40 05 00 BASIC MECHANICAL REQUIREMENTS (2.04.A.): The specification title reference for 40 06 20 – Schedules is hereby replaced with Process Pipe, Valve and Gate Schedules.
- 11.33 On 40 05 00 BASIC MECHANICAL REQUIREMENTS (3.01.J.): The section reference of 31 23 16 for Excavation and Backfilling is hereby replaced with 31 23 00.
- 11.34 On 40 05 00 BASIC MECHANICAL REQUIREMENTS (3.05.A.): The specification title reference for 09 90 00 – Painting is hereby replaced with Painting and Coating.
- 11.35 On 40 05 07 PIPE SUPPORTS (1.03.B.): The section reference of 01 03 30 for Submittal Procedures is hereby replaced with 01 33 00.
- 11.36 On 40 05 07 PIPE SUPPORTS (2.01.C.): The specification title reference for 05 50 00 - Metal Fabrications is hereby replaced with Miscellaneous Metal.
- 11.37 On 40 05 07 PIPE SUPPORTS (2.02.B.6.): The specification title reference for 09 90 00 - Painting is hereby replaced with Painting and Coating.

EXHIBIT A
PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS
Contract No.: C006790

- 11.38 On 40 05 19 DUCTILE IRON PIPE (1.02.A.): The section reference of 01 03 30 for Submittal Procedures is hereby replaced with 01 33 00.
- 11.39 On 40 05 61 GATE VALVES [INCLUDING KNIFE GATE VALVES] (1.02.A.): The section reference of 01 03 30 for Submittal Procedures is hereby replaced with 01 33 00.
- 11.40 On 40 05 65.23 CHECK VALVES (2.01.E.): The specification title reference for 09 90 0 - Painting is hereby replaced with Painting and Coating.
- 11.41 On 46 00 00 EQUIPMENT GENERAL PROVISIONS (1.02.A.): The section reference of 01 04 20 for References is hereby replaced with 01 42 00.
- 11.42 On 46 00 00 EQUIPMENT GENERAL PROVISIONS (3.05 and 3.06): The specification title references for 01 75 00 - Checkout and Startup Procedures are hereby replaced with Starting and Adjusting.
- 11.43 On 46 00 00 EQUIPMENT GENERAL PROVISIONS (3.08.A.): The specification title reference for 09 90 00 - Painting is hereby replaced with Painting and Coating.

II. List of Contract Documents

- A. Specifications - For the List of Specifications, refer to Specification Section 00 88 50, entitled List of Drawings and Specifications, contained in the Project Manual, entitled Design-Build Boiler #3 Replacement - Phase 1 (Central Energy Plant), revised May 23, 2025. All specifications listed therein, and any applicable Addenda subsequently issued thereto, are specifically incorporated into the Project Manual by this reference.
- Specifications (with the exception of the Specifications listed below) are available electronically for viewing and download under the Request for Proposal ("RFP") C006790: Design-Build Boiler #3 Replacement - Phase 1 (Central Energy Plant) at <https://vendors.planetbids.com/portal/62171/bo/bo-detail/127273> under Documents.
- Specifications contained in this Agreement:
Specification Section 00 88 50 - List of Drawings and Specifications
- B. This Exhibit A, Project Description and List of Contract Documents, 27 pages
- C. Exhibit B, Project Milestone Schedule, 1 page
- D. Exhibit C, Recap of Contract Sum, 1 page
- E. Exhibit D, Pending Alternates, 1 page
- F. Exhibit E, Unit Price Schedule, 1 page
- G. Special Contract Conditions, 15 pages
- H. Design/Build Contract Conditions, 8 pages
- I. General Conditions of the Contract for Construction, including table of contents, 26 pages
- J. Payment Bond, 2 pages
- K. Performance Bond, 2 pages
- L. Consent of Surety for Partial Payment Application, 1 page
- M. Dual Obligatee Rider, 1 page
- N. Design/Builder's Interim Affidavit (SAMPLE), including Schedule A, 2 pages
- O. Design/Builder's Request for Information (SAMPLE), 1 page

EXHIBIT A
PROJECT DESCRIPTION AND LIST OF CONTRACT DOCUMENTS
Contract No.: C006790

- P. Directive (SAMPLE), 1 page
- Q. Change Order (SAMPLE), including Exhibit A, 2 pages
- R. Close-Out Change Order (SAMPLE contains Certificate of Substantial Completion), including Attachments A through F, 9 pages
- S. Punch List (SAMPLE), 1 page
- T. Specification Section 00 88 50 - List of Drawings and Specifications, 3 pages

End of Exhibit A

EXHIBIT B
PROJECT MILESTONE SCHEDULE
Contract No.: C006790

This Project is deemed to be a high-priority project for the District. **The design and construction phases for this Project are on an aggressive schedule intended to provide a fully functioning Temporary Boiler System facility ready for use by September 26, 2025, and a Modular Boiler Plant by September 26, 2026.**

The Design/Builder agrees to commence and complete the Work in strict accordance with the Project Milestone Schedule for performance of the work, as provided below:

MILESTONE DESCRIPTION	DATE
Notice to Proceed	June 30, 2025
Temporary Boiler System Construction Documents Issue for Construction	July 08, 2025
Temporary Boiler System Final Construction Completion	August 29, 2025
Substantial Completion	July 31, 2026
Final Completion	August 30, 2026

Schedule of Design Services and Permitting. Design/Builder shall begin design immediately after execution of the Contract. The Design Schedule is expected to last **170 DAYS**. The Design Schedule shall not, except for good cause, be exceeded by Design/Builder.

Should Design/Builder at any time during the course of performing the Contract, have reason to believe that it will be unable to meet any completion date in accordance with the Design Schedule, it shall immediately notify the Owner in writing. Design/Builder shall state the reason for the delay in the notice, including the party responsible, if any, and the steps being taken to remedy or minimize the impact of the delay. **Failure of Design/Builder to submit such notice shall constitute a waiver by Design/Builder of any claim for an adjustment to the Contract Sum, the Design Schedule, or the Contract Time.** All extensions of time shall be governed by Article 1.1.3 of the General Conditions of the Contract for Construction.

End of Exhibit B

EXHIBIT C
RECAP OF CONTRACT SUM
Contract No.: C006790

The Contract Sum is based on the Design/Builder's Guaranteed Maximum Price (GMP) of **\$7,910,801.00**:

Description
Materials <ul style="list-style-type: none">• Qty (5) NEW M5-700-6000-500HW• Qty (3) NEW Modular plants• Qty 1 rental boiler
Labor
Engineering Fees and Drawings
Insulation of New Piping
Electrical Modifications
Permits
Freight
Start-up
Owner Training

End of Exhibit C

EXHIBIT D
PENDING ALTERNATES
Contract No.: C006790

THERE ARE NO PENDING ALTERNATES

End of Exhibit D

EXHIBIT E
UNIT PRICE SCHEDULE
Contract No.: C006790

THERE IS NO UNIT PRICE SCHEDULE

End of Exhibit E

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

SPECIAL CONTRACT CONDITIONS

Contract No.: C006790

June 2023 Edition

(i) Table of Contents:

- I. General Safety Requirements, Contractor Parking and Access, Break Areas
- II. Construction Site Minimum Personal Protective Equipment ("PPE") and Clothing Requirements
- III. Reserved
- IV. Asbestos/Cadmium or Lead/CFCs
- V. Confined Spaces
- VI. Hazardous and Chemical Waste Disposal
- VII. Electrical Safety Policy
- VIII. Lock out/Tag out ("LOTO")
- IX. Fall Protection
- X. Aerial Work Platforms ("AWP")
- XI. Ladders
- XII. Trenching and Excavation
- XIII. Utility Locates
- XIV. Mobile Cranes
- XV. Heavy Equipment Operations
- XVI. Diving Operations
- XVII. Reserved

(ii) Definitions:

The following is a list of defined terms and their corresponding meaning as they appear within this document:

Contractor: The word, Contractor, as it appears within this document, means the Contractor or the Consultant as named and as defined within the Agreement. The Contractor's, rights, privileges, duties and obligations, as set forth herein also apply to each of its Sub-contractors and Sub-subcontractors and the suppliers of each and to the Consultant and each of its Sub-consultants and Sub-subconsultants and the suppliers of each.

Owner: The word, Owner, as it appears within this document, means the Owner, acting on its own behalf, or the Owner's Representative, acting on the Owner's behalf, each as named and defined within the Agreement, together with their designated representative(s).

I. GENERAL SAFETY REQUIREMENTS, CONTRACTOR PARKING AND ACCESS, BREAK AREAS

The Owner is dedicated to establishing and maintaining a safe work environment on all of its sites. Accordingly, the Contractor is obligated to strictly abide by the safety regulations and requirements set forth within these Special Contract Conditions. Flagrant disregard for safety regulations and requirements by the Contractor may result in disciplinary action up to and including immediate suspension of all relevant work activities and permanent removal of the responsible party, individual (or both) from the Owner's property.

All workers must maintain appropriate and respectful behavior at all times. The following behaviors are not allowed and may result in disciplinary action up to and including immediate removal from the property:

- a) Fighting
- b) Horseplay
- c) Possession of firearms
- d) Possession/use of alcohol/drugs

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

SPECIAL CONTRACT CONDITIONS

Contract No.: C006790

June 2023 Edition

Work performed must be planned and communicated prior to starting and must incorporate safety into the planning. This shall take the form of a Project Site-Specific Safety Plan ("PSSP"), a hazard analysis, pre-task planning, etc. The type of planning used should be based on the complexity of the project and the associated safety hazards. Do not begin work before safety measures are in place and training is complete. Any changes to the PSSP must be communicated to the Owner.

All workers, including managers and supervisors, shall have the proper training and instruction on general safety requirements for the project as well as any task or equipment specific training required to complete the project. This also includes temporary workers. Awareness-type training is not sufficient where task or equipment specific training is required.

No one shall knowingly be permitted to work while their ability or alertness is so impaired by fatigue, illness, or other cause that they may expose themselves or others to injury.

All jobsite emergencies shall be reported immediately. For fire or medical emergencies, call 911 and ask for CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT. Report all emergencies to an immediate supervisor, the project manager and the Owner.

All work-related materials must be stored in an orderly fashion, keeping exits, access ways, walkways and sidewalks unobstructed. Work areas must be kept as clean and free of debris as practicable. Trashcans must be provided for refuse.

Smoking, "vaping", and smokeless tobacco use will be permitted in designated areas only. The Owner reserves the right to designate these areas on a project.

Workers shall not engage in any activity, including cell phone usage, which diverts their attention while actually engaged in performing work. This includes operating vehicles and equipment. If cell phone usage is the primary means of communication, then it must be used in hands-free mode. The use of ear buds is prohibited.

No one shall ride in a vehicle or mobile equipment unless they are on a seat, with the exceptions of aerial work platforms ("AWPs") and other equipment designed to be ridden while standing. Riding in the back of pick-ups shall not be allowed.

Seatbelts must be used when provided in any type of vehicle, including but not limited to, personal vehicles, industrial trucks, haulage, earth moving, and material handling vehicles. Seatbelts must also be used in a personal transport vehicle ("PTV") if so equipped.

Posted speed limits and other traffic signs shall be observed at all times. Stop for personnel in and/or entering a crosswalk as they have the right of way.

Do not pass or drive around busses when they are loading, unloading, or stopped in a driving lane.

Park in authorized areas only. Do not block or obstruct intersections, fire lanes or fire hydrants, traffic lanes, pedestrian walkways, driveways or parking lot entrances. Vehicles parked in unauthorized places may be towed without notice at the vehicle owner's expense.

Fresh drinking water must be provided at construction job sites. If a cooler is used instead of bottled water, then it must be maintained in a sanitary condition, be capable of being tightly closed, equipped with a tap, and clearly marked as to its content. Disposable cups must be provided. Trashcans must be provided for the disposable cups and/or bottles.

Portable restrooms and hand washing facilities must be provided, if needed, and must be maintained in a clean and sanitary condition. Portable restrooms must meet Florida Administrative Code 64E-6.0101. The Owner reserves the right to determine the location of these facilities.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

SPECIAL CONTRACT CONDITIONS

Contract No.: C006790

June 2023 Edition

II. CONSTRUCTION SITE MINIMUM PERSONAL PROTECTIVE EQUIPMENT ("PPE") AND CLOTHING REQUIREMENTS

The Contractor shall require that all workers within the construction limits always wear/utilize personal protective equipment ("PPE"), including but not limited to the following: hard hats, safety glasses, high visibility vests or shirts, construction/work-grade footwear and long pants. Additional PPE shall be utilized when other specific hazards are present as defined by the Project Specific Safety Plan ("PSSP"). All PPE must meet current Occupational Safety and Health Administration ("OSHA") and American National Standards Institute ("ANSI") requirements. The Owner reserves the right of final decision, in its sole and absolute discretion, as to whether the PPE utilized meets project requirements. "Cowboy" and similar novelty hard hats are not permitted. Sleeveless shirts are not permitted. All high-visibility clothing is to be monitored closely to ensure that all items retain the protective qualities provided by the manufacturer. Vests and shirts that have become faded are to be replaced and shall not be worn while performing work on the Owner's job site. Shirts designed to be worn by the general public, such as those endorsing sports teams or other products or services, even if they are yellow, green, or orange, are not considered high-visibility shirts and do not meet the requirements set forth herein. In the event that any of the requirements set forth within this Section conflict with the requirements set forth elsewhere within this document or within any of the Contract Documents, the more stringent requirements shall apply.

III. RESERVED

IV. ASBESTOS/CADMIUM OR LEAD/CFCs

A. ASBESTOS

Contractor acknowledges that it has been made aware that Asbestos-Containing Materials (ACM) and/or Presumed Asbestos-Containing Materials (PACM), including without limitation, thermal system insulation, and sprayed on or troweled on surfacing material that is presumed to contain asbestos, exists or may exist at the Job Site and that Contractor may be performing Work or services in or near areas that contain ACM and/or PACM as specified in the Contract Documents. Contractor takes full and complete responsibility for communicating existing conditions to all Subcontractors, Sub-subcontractors and employees thereof in accordance with the Occupational Safety and Health Administration Hazard Communication Standard 29 CFR Part 1926.59. The Owner and Contractor agree that the quantities of ACM and/or PACM referred to in the Contract Documents are approximate and are enumerated for the sole purpose of providing notification pursuant to the Occupational Safety and Health Administration Asbestos Standards, 29 CFR Parts 1910, 1915, and 1926.

B. CADMIUM and/or LEAD

Contractor acknowledges that it has been made aware that cadmium and/or lead exists, or may exist, at the Job Site and that Contractor may be performing Work or services in or near areas that contain cadmium and/or lead as specified in the Contract Documents. Contractor takes full and complete responsibility for communicating existing conditions to all subcontractors and employees thereof in accordance with the Occupational Safety and Health Administration Hazard Communication Standard 29 CFR Part 1926.59. The Owner and Contractor agree that the cadmium and/or lead referred to in the Contract Documents are described for the sole purpose of providing notification pursuant to the Occupational

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

SPECIAL CONTRACT CONDITIONS

Contract No.: C006790

June 2023 Edition

Safety and Health Administration Cadmium Standard 29 CFR 1926.63 and/or Lead Standard 29 CFR 1926.62.

C. CHLOROFLUOROCARBONS (CFCs)

Contractor acknowledges that it has been made aware that chlorofluorocarbons (CFCs) exist, or may exist at the Job Site and that Contractor may be performing Work or services in or near areas that contain CFCs as specified in the Contract Documents. Should the Contractor's work result in (i) any loss or release of CFCs from any source, including any equipment or containers, or (ii) any addition by Contractor of CFCs to any equipment or container, then Contractor shall provide all necessary documentation concerning such loss, release or addition, including the quantities of CFCs affected, to the Owner. The Owner and Contractor agree that the quantities of CFCs referred to in the Contract Documents are approximate and are enumerated for the sole purpose of providing notification to the Contractor.

D. USE OF ASBESTOS/LEAD/CADMIUM CONTAINING MATERIALS

Contractor shall not utilize or install any asbestos, lead, or cadmium-containing products on the Owner's property or within the scope of Work or services contemplated by this Agreement. It is the responsibility of the Contractor to obtain appropriate Material Safety Data Sheets for all materials to be used, and verify that the products do not contain asbestos, lead or cadmium. This requirement extends to any materials that may be specified in the Contract Documents. Specification of a particular material by the Owner in the Contract Documents does not relieve the Contractor from its responsibility to verify that the specified material does not contain asbestos, lead or cadmium. If a specified material does contain asbestos, lead or cadmium, then Contractor shall notify Owner immediately, and submit a proposed alternate material to be used in lieu of the specified material. Contractor shall submit Material Safety Data Sheets for all installed products, as part of the As-Built package. If Contractor installs any product containing asbestos, lead or cadmium, without previously obtaining the written consent of the Owner, Contractor shall be responsible for all costs associated with removal of the asbestos, lead, or cadmium containing material.

V. CONFINED SPACES

Contractor acknowledges that it has been made aware that permit-required confined spaces exist or may exist at the Job Site and that the Contractor may be performing Work or Services in or near permit-required confined spaces as specified in the Contract Documents. The Contractor shall fully comply with the requirements of 29 CFR Part 1910.146 in connection with all Work in any permit-required confined space ("PRCS"), as defined by OSHA. The Contractor must have a written confined space program when performing Permit Required Confined Space ("PRCS") entry. Accordingly, site specific conditions related to confined space entry must be addressed in the Contractor's Project Specific Safety Plan ("PSSP"). In support of the Contractor's preparation the PSSP, the Contractor shall obtain from the Owner the following information: (i) the elements that make the space in question a permit-required confined space, including the hazards identified and the Owner's experience with the space, and (ii) any precautions or procedures that the Owner has implemented for the protection of employees in or near any PRCS where the Contractor's personnel will be working.

The Contractor shall provide its own confined space permits when working on the Owner's job site. All workers entering a confined space must have training commensurate with the role or task they

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

SPECIAL CONTRACT CONDITIONS

Contract No.: C006790

June 2023 Edition

will be performing. This includes: entrant, attendant entry supervisor, air monitoring, rescue, site-specific training for those workers exposed to hazards posed by PRCS, but who may not be performing work inside of confined space or supporting confined space entry.

Confined spaces that have been evaluated and designated by the Owner as a PRCS will be treated as such, despite whether or not the Contractor agrees or disagrees with that designation. Trenches may also be treated as a PRCS under certain conditions. The Owner reserves the right to designate any trench as a PRCS in its sole and absolute discretion.

Alternate entry procedures or reclassification may be used if all requirements of 29CFR1926.1200 are met. When certain conditions described in the OSHA standard are met, the Contractor may use alternate entry procedures for worker entry into a PRCS, however, the Contractor must first consult with the Owner prior to using any alternate entry procedures.

The Owner shall provide information to the Contractor respecting any known hazards associated with a given PRCS. However, it is ultimately the Contractor's responsibility to determine, with reasonable certainty, the existence of any and all hazards prior to any worker's entry into the confined space. The Owner is NOT responsible for providing additional services prior to or during entry into a given confined space, including but not limited to: atmospheric monitoring, emergency response services, including rescue, attendants or entry supervisors.

The Owner reserves the right to order the immediate discontinuation of the performance of work and the immediate removal of the Contractor's personnel from a confined space if an unsafe condition or behavior is observed. In such instances, the space will be immediately evacuated until concerns are resolved to the satisfaction of the Owner.

When both the Owner's personnel and the Contractor's personnel will be working in or near any PRCS, prior to entering such PRCS, the Contractor shall coordinate entry operations with the Owner. The Contractor shall inform the Owner at the conclusion of the entry operations regarding the PRCS program followed and regarding any hazards encountered or created within any PRCS during entry operations. The Contractor takes full and complete responsibility for communicating existing conditions to all Subcontractors, Sub-subcontractors and to the employees thereof.

VI. HAZARDOUS AND CHEMICAL WASTE DISPOSAL.

All hazardous, regulated, universal and chemical wastes generated by the Contractor during the performance of the Work shall be managed in accordance with applicable federal, state and local law and regulations, including but not limited to Title 40 CFR Subchapter I, Parts 260 through 265, 273, 279, 302; Title 49 CFR Chapter I, Subchapter A and Rule 62-730 of the Florida Administrative Code as applicable to "Large Quantity Generators of Hazardous Wastes". Packaging, labeling, storage and disposal of such wastes shall also comply with Owner's policies, which are available from Owner. Such wastes must be properly placed in U.S. Department of Transportation approved packaging, with appropriate markings at the time of generation. Packages containing such wastes must be labeled to identify the contents, date of accumulation and the Contractor's name and telephone number. Such packages must be stored at a secure location and not exposed to weather. Upon completion of the Project or before 60 days has elapsed from the date of the first accumulation of wastes in each specific container, whichever is earlier, Contractor shall contact Owner to arrange for disposal. Owner will arrange for the disposal of such wastes by Owner's approved hazardous waste disposal vendor. Upon Owner's receipt of the invoice for disposal costs, a copy of the invoice will be forwarded to the Contractor and Contractor shall reimburse Owner therefor. The Contractor shall be responsible for all packaging, storage, and labeling costs.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

SPECIAL CONTRACT CONDITIONS

Contract No.: C006790

June 2023 Edition

VII. ELECTRICAL SAFETY POLICY

Implicit on all electrical work performed at any of the Owner's properties is the Contractor's (and its Subcontractor's and Sub-subcontractor's) strict compliance with the Owner's Electrical Safety Policy ("Policy").

The Policy is that all electrical work *shall* be performed de-energized as a standard work practice. This Policy applies to the Contractor, Subcontractors, Sub-subcontractors, Subconsultants, Sub-subconsultants and anyone who performs electrical work on or near electrical conductors or circuit parts which are or may be energized. Contractor is expected to exercise good judgment and take personal responsibility for reducing the hazard risk to its lowest level and to ensure strict compliance with all applicable federal, state and local laws, codes, regulations and rules.

The Contractor agrees that its employees and agents and the employees of any Subcontractor, Sub-subcontractor, Subconsultant, Sub-subconsultant or anyone who performs electrical work as described herein shall adhere to all posted warnings, wear appropriate personal protective equipment ("PPE") and protective clothing and use appropriate tools until exposed energized electrical conductors or circuit parts are verified to be at a zero energy state. For systems up to 1000V, the zero-energy state shall be verified by the Contractor and those greater than 1000V shall be verified by the Owner. Any work performed within six feet (6') of systems greater than 1000V at a zero energy state and where there are exposed cables, all personnel shall wear a minimum of 8cal daily wear Flash Resistant Clothing (FRC).

In the narrowly limited circumstances when exposed energized parts are not de-energized, excluding diagnostic testing that cannot be performed de-energized, a documented job briefing must first be completed by the Contractor and submitted to the Owner for approval. The intent of the briefing is to provide notification for performing energized work to the Owner prior to performing the work. The job briefing shall include, but not be limited to, the following:

- Validation for energized work
- Hazards associated with scheduled work such as working in roadways or work performed within boundary, etc.
- Work procedures
- Energy source controls such as physical barriers or meter verification
- PPE to be utilized
- Job work plan summary
- A complete list of the names of all individuals involved in the work/briefing

The Contractor understands and agrees that the Owner, throughout the term of the Contract, may review the Contractor's, Subcontractor's, and Sub-subcontractor's safe work plan to confirm for its operations and the safety and wellbeing of its employees, guests and invitees that adequate contingency plans have been considered in the event of an inadvertent interruption of electrical service.

Contractor shall establish or shall cause its Subcontractor or Sub-subcontractor to establish appropriate boundaries to restrict access around the Work based on the type of hazard present as called for in NFPA 70. The boundaries shall be either:

A **flash protection boundary**, which shall be established by the qualified person of the Contractor or its Subcontractor or Sub-subcontractor a minimum of four feet away (600V, 600A max) from the exposed energized electrical conductors or circuit parts where the potential exists for an arc flash to occur, unless specific information is available indicating a different flash boundary is

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

SPECIAL CONTRACT CONDITIONS

Contract No.: C006790

June 2023 Edition

appropriate. Persons must not cross the flash protection boundary unless they are wearing the appropriate PPE and are under direct supervision of a qualified person.

A **limited approach boundary**, which shall be established by the qualified person of the Contractor or its Subcontractor or Sub-subcontractor a minimum of three feet six inches (3'6") away from the exposed fixed energized electrical conductors or circuit parts, 600V max, where the potential exists for an electric shock to occur, unless specific information is available indicating a different limited approach boundary is appropriate. The purpose of the limited approach boundary is to advise unqualified persons that an electrical shock hazard exists and to reduce the risk of contact with an exposed energized conductor. Only qualified persons and immediately supervised unqualified persons are allowed to cross the limited approach boundary.

The Contractor understands and agrees that it is the responsibility of the Contractor to ensure compliance with all applicable safety laws, codes regulations and rules as well as adherence to the Policy for all electrical work. The Owner reserves the right to observe and/or audit the Contractor's (or its Subcontractor's or Sub-subcontractor's) work without notice. The Contractor expressly understands and unequivocally agrees that any failure to strictly comply with any applicable safety laws, codes, regulations, and the rules of this Policy constitutes a material breach of the Contract and may result in an immediate work stoppage or termination of the Contract at no additional cost to the Owner.

VIII. LOCK OUT / TAG OUT

The Contractor shall have and maintain a program consisting of energy control procedures, employee training and periodic inspections prior to performing Lock Out / Tag Out ("LOTO"). The program shall have steps for notification, shutting down, isolating, blocking and securing machines, applying LOTO devices, dissipating stored energy equipment or facilities to control hazardous energy. It shall also have steps for the removal and transfer of LOTO devices and tags.

The Contractor must verify by testing that the machine or equipment has been isolated and secured from all energy sources before work begins. All affected personnel must be notified prior to starting.

Proper PPE must be worn in accordance with NFPA70E as referenced in RCES Electrical Safety, latest revision.

LOTO devices shall indicate the identity of the employee applying the device(s) as well as their department/company, contact number and date if the work will extend beyond one shift. A lock and tag must be used for all energy isolation. LOTO devices shall be standardized by color, shape or size and shall not be used for any other purpose. LOTO devices shall only be used for performing service or maintenance on equipment, not to be used for any other use. LOTO shall be performed only by the person(s) who are performing the servicing or maintenance. Each person performing LOTO must have individual locks and tags.

Before LOTO devices are removed by the worker who applied the device(s), the work area shall be inspected to ensure that nonessential items have been removed, all workers have been safely positioned or removed, and affected workers have been notified of re-energization of the equipment.

Hot tap operations for pressurized pipelines carrying natural gas, steam or water do not require LOTO if it is demonstrated that:

- a) Continuity of service is essential, and
- b) Shutdown of the system is impractical, and
- c) Procedures are documented and followed, and
- d) Special equipment is used to provide effective protection for workers

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

SPECIAL CONTRACT CONDITIONS

Contract No.: C006790

June 2023 Edition

Systems shall be de-energized and taken to a zero-energy state using applicable LOTO procedures and verified before work begins. Work on an energized system (e.g. diagnostic testing that cannot be performed de-energized) shall require validation accepted by the Owner and project manager.

If an equipment/machine is not capable of accepting a lock, a tag may be used without a lock as long as additional means can be used to prevent accidental activation of the device (e.g., removal of a lever, handle, switch, or valve).

Group LOTO is permitted when all of the following are met:

- a) A single authorized employee must assume the overall responsibility for the control of hazardous energy for all workers in the group. Authorized employees must have knowledge and training in the following:
 - b) Skills necessary for the safe application, use and removal of energy-isolating devices
 - c) Hazardous energy source recognition
 - d) Type and magnitude of the hazardous energy sources in the workplace
 - e) Energy-control procedures, including methods and means to isolate and control energy sources

The authorized employee must communicate and implement LOTO procedures, coordinate the operation to all affected workers, and verify that all LOTO procedural steps have been taken.

Each worker must affix their own personal LOTO device and tag to the group LOTO device or group lockbox before work begins.

The authorized employee must not remove the group LOTO device until each worker in the group has removed their personal LOTO device. The authorized employee will be the first lock on and the last lock off unless their responsibilities have been handed over to another authorized employee.

The authorized employee must make sure that there is a continuity of LOTO protection during a shift change. It is the responsibility of the oncoming worker to verify the machine, equipment or facilities is still in a zero-energy state. If there will be a lapse in time between the outgoing worker removing their LOTO device and the oncoming worker placing their LOTO device, the oncoming authorized employee must repeat the LOTO process and place their personal LOTO device on the machine, equipment or system.

In the event that a worker leaves the jobsite without removing their LOTO device and cannot be located, and it is necessary to restore the equipment to its normal operating state, the LOTO device may be removed after all of the following have been completed:

- a) Contractor has had no success in contacting the worker to determine if they are available to remove the LOTO device.
- b) Contractor's supervisory personnel, the authorized person, and the Owner have determined that it is safe to re-energize the machine, equipment or facility.
- c) The authorized person has notified all affected individuals that the machine, equipment or facility is being reenergized.
- d) After removal of the LOTO device, the Contractor must notify the worker whose lock was removed, prior to their return to work, that their LOTO device was removed and the machine, equipment or facility has been reenergized.

When the Contractor is performing work on existing machines, equipment or facilities owned and operated by the Owner, the Owner's responsible Project/Engineering Management and responsible Contractor supervisory personnel shall inform each other of their respective LOTO programs. The

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

SPECIAL CONTRACT CONDITIONS

Contract No.: C006790

June 2023 Edition

Owner reserves the right to determine if the Contractor's LOTO program meets the Owner's requirements.

IX. FALL PROTECTION

The Contractor shall provide training to all affected workers regarding the proper use of fall protection systems. Workers using fall protection improperly (e.g. harness slightly loose, D-ring in the wrong position on the back, etc.) can correct the condition and then continue working. Repeated misuse or misuse which results in an extremely hazardous condition (e.g. using an improper anchor point, using the wrong type or length of lanyard, etc.) will be considered cause for the Owner to demand an immediate stop to the performance of all related work (hereinafter deemed a "STOP WORK" condition), and the Contractor shall then immediately discontinue the performance of such work. When workers are observed being exposed to an unmitigated fall hazard, it will also be considered a STOP WORK condition. Work will not resume until the Contractor has reevaluated the situation and developed corrective measures to ensure the hazard(s) will not occur again.

Fall restraint systems shall be used instead of fall arrest systems whenever feasible. These systems allow a person to reach an area to perform their duties but prevent them from reaching a point where a fall could occur.

Self-retracting lifelines or lanyards ("SRLs") must be anchored at the height of the harness D-ring or above. It should be positioned directly overhead in order to prevent swing falls. When it isn't feasible to anchor overhead, and anchorage is only possible below the D-Ring, then fall protection equipment specifically designed for that application must be used. All SRLs must be used in accordance with the SRL manufacturer's instructions.

The Contractor shall use anchorage connection points designated by the Owner when available. If no such designated anchorages are available, then the Contractor's qualified person must select structures suitable as fall protection anchorage points for their workers.

Fall protection is not required when using portable ladders unless the ladder cannot be placed to prevent slipping, tilting or falling. If ladders must be used under these circumstances (e.g. lifts are not feasible), a Personal Fall Arrest System ("PFAS"), independent of the ladder, must be used. Working height on portable ladders is limited to twenty-five feet (25').

The use of a ladder, or similar, in close proximity (i.e., ladder length plus 4 feet) to a guardrail or parapet may create an exposure to the fall hazard. Fall protection must be provided by raising the height of the guardrail/parapet or a PFAS, independent of the ladder, must be used. Ladders or work platforms with a built-in guarded work platform do not require additional fall protection.

Workers shall be protected from falling into excavations five feet (5') or more in depth.

Slopes with an angle of measure from horizontal grade that exceed 40° require the use of fall protection.

Fall protection is required for work conducted six feet (6') or more above water. Where fall protection completely prevents falling into the water, personal flotation devices (PFDs) are not required.

X. AERIAL WORK PLATFORMS ("AWP")

All operators must be trained in safe and proper AWP operation. Training documents must be provided to the Owner immediately upon the Owner's request.

Written permission from the manufacturer is required before modifications, additions or alterations can be made to an AWP.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

SPECIAL CONTRACT CONDITIONS

Contract No.: C006790

June 2023 Edition

Operators shall be responsible for following the requirements of the AWP operating manual and ensuring that the vehicle is in proper operating condition. Operators shall immediately report any item of non-compliance to a supervisor for corrective action. AWP's that are not in proper operating condition shall be immediately removed from service until repaired. The key shall be removed from the vehicle and a tag shall be attached to the control panel to identify the machine as "out of service" the vehicle shall not be operated until it has been repaired.

The primary purpose of AWP equipment is to raise personnel and necessary tools to a temporary height for work; the AWP shall not be used as a crane. AWP equipment is not designed to lift materials except on the platform and within the manufacturer's capacity limits. Lifting items on the guardrails or by attaching them to the AWP equipment in any manner not approved by the manufacturer is strictly prohibited.

AWP occupants shall wear a fall restraint system, which includes a safety harness along with a fixed lanyard or self-retracting lifeline ("SRL") of appropriate length (e.g. 3 feet). If the AWP is being used at heights of 18 ft. or less, then a SRL shall be utilized. The fall restraint system shall be connected to an anchorage point provided by the manufacturer at all times when the AWP is in use.

Transfer at Height (in or out of the basket/platform) is permitted however one hundred percent (100%) tie-off is required during the maneuver.

Some AWP's are equipped with an external fall protection system. These systems are either a halo system or rigid rail engineered to safely allow personnel to exit the basket with 270-degree (270°) mobility around the basket. These systems are designed to provide an anchorage for fall arrest and can be used as such. Fall restraint is also an option depending upon the situation. When an individual is attached outside of the AWP basket, the AWP shall be emergency stopped and the basket shall not be moved. If an individual must reach an area that is not within the current radius of the attached fall protection system (harness/lanyard) they shall re-enter the AWP basket, move the unit to a closer location, emergency stop the AWP and then exit the basket to perform the given task from the new location.

XI. LADDERS

Consideration must be given to the method of transporting tools and materials to the work location. Workers are not permitted to hand-carry items up the ladder. Hands must be free to climb the ladder.

Ladders placed in areas such as passageways, walkways, doorways or driveways, or where they can be displaced by workplace activities or traffic should be barricaded to prevent accidental movement.

Never place a ladder in front of doors unless the door is locked and access is controlled.

Never climb the back-bracing of a step/A-frame ladder unless it is a twin (double-sided) ladder.

Only one person is permitted on a ladder at a time, unless it is designed for two-person use.

Do not use ladders as scaffold.

All manufacturer stickers/labels must be affixed and in readable condition.

Prior to each use, the Contractor must visually check the ladder for the following:

- a) Free of cracks, splits, and corrosion.
- b) Steps/rungs free of oil/grease.
- c) Steps/rungs firmly attached to side rails.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

SPECIAL CONTRACT CONDITIONS

Contract No.: C006790

June 2023 Edition

- d) Steps/rungs not bent.
- e) Safety feet/base and other moveable hardware in good working condition.
- f) Ropes/pulleys in good condition (extension ladders).

Temporary fixes shall not be used to make repairs to a damaged ladder. Any repair to a ladder must be with manufacturer approved parts or kits. Any accessories used with a ladder must be approved by the manufacturer.

Work shall not be performed from a permanent fixed ladder unless a fall protection system, such as a ladder climbing device, is installed and used.

Extension, straight, and portable ladders cannot be made of wood (except job-made ladders on construction sites); fiberglass is preferred. Ladders made of aluminum cannot be used for electrical work or near energized equipment.

The working height for an extension shall be limited to under 25 feet.

Workers shall not sit, kneel, step, or stand on the pail shelf, top cap, or the first step below the top cap of an A-frame/step ladder.

If ladders are used within 1.5 times their height to a leading edge or drop in elevation (measured horizontally), fall protection devices must be used.

Do not use an A-frame/step ladder to transition to another elevated work surface unless it has been specifically designed for this.

Use ladders correctly. Do not over-reach. Prevent belt buckles from extending outside the side rails of the ladder. A-frame/step ladders should be used only for front-facing work. Do not perform "side-load" work.

XII. TRENCHING AND EXCAVATION

Utility locate tickets must be obtained prior to breaking ground by each and every contractor performing trenching/excavation and the operator performing the trenching/excavation must have reviewed the ticket. Third party locates may also be required for trenching/excavations located beyond the utility provider's service point.

All soil shall be considered as Class C soil. Class A and B soils do not exist on property. All sloping of trenches must be at a 1.5:1.0 ratio. Benching is not allowed in Class C soil.

Any shoring, bracing, shielding or trench boxes used must be in good condition. Tabulated data must be made available upon request.

Trenches or excavations that have a hazardous atmosphere or the potential to contain a hazardous atmosphere must be monitored by the competent person and may have to be treated as a confined space if appropriate.

The Contractor must provide appropriate barricades to protect people from falling or driving into the trench or excavation. Lighted and/or reflective barricades are preferable at night. Caution tape is not a sufficient barricade. Barricades must be placed at least six feet (6') from the edge of the trench or excavation. Trenches and excavation that are left open and unattended shall be barricaded until work resumes. These barricades shall be checked at least daily to assure no changes have occurred.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

SPECIAL CONTRACT CONDITIONS

Contract No.: C006790

June 2023 Edition

XIII. UTILITY LOCATES

Routine Locate Tickets:

The Contractor must request the locate ticket a minimum of three (3) full business days before digging.

If the dig site is in an area that is under water, the Contractor must call for the locate ten (10) full business days before digging.

Locate ticket requests can be submitted anytime on-line at Sunshine One but must be submitted to Reedy Creek Energy Services (RCES) between 7:00 AM and 4:00 PM, Monday through Friday, excluding weekends and holidays.

Obtain a completed locate ticket through Sunshine State One Call of Florida ("SSOCOF") by calling 811.

Call the Reedy Creek Energy Services (RCES) Utility Locate Office at (407) 560-6539.

Provide the Sunshine One Call locate ticket number.

Mark up the RCES supplied map to show limits of excavation.

The Contractor is expressly forbidden from performing any excavation work until it has received and reviewed the RCES Utility Locate Office response and notes for utility presence, conflicts or special conditions.

Emergency Locate Tickets:

An emergency is defined as any condition constituting a clear and present danger to life or property; a situation caused by the escape of any substance transported by means of an underground facility; any interruption of vital public service or communication caused by any break or defect in an underground facility; or any impairment of public roads or utilities that requires immediate repair (collectively, incident(s)), as determined by the authority having jurisdiction within the area where the incident has occurred. Difficulties experienced by the Contractor in properly scheduling the performance of planned work activities will not constitute justification for obtaining an emergency locate ticket.

During the hours of 7:00 AM to 4:00 PM, Monday through Friday, call the Reedy Creek Energy Services (RCES) Utility Locate Office at (407) 560-6539. Call the SSOCOF at 811 or 1-800-432-4770. Provide the SSOCOF locate ticket number to the RCES Utility Locate Office

The Contractor shall not begin emergency excavation until it has received verbal clearance from the RCES Utility Locate Office

On weekdays between 4:00 PM and 7:00 AM, or Weekends and Holidays: Call the RCES Control Room Emergency Number at 407-824-4185. Provide the nature of the emergency and exact location. Contact SSOCOF at 811. Provide the SSOCOF locate ticket number to the RCES Control Room. The Contractor shall not begin emergency excavation until it has received verbal clearance from the RCES Control Room.

No excavation will be permitted until the excavator has submitted a Locate Ticket request and received clearance as described above.

Each company that performs digging must obtain and follow their own locate ticket. The excavator shall have a copy of the locate ticket at the excavation site.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

SPECIAL CONTRACT CONDITIONS

Contract No.: C006790

June 2023 Edition

Requirements must be communicated directly to the person(s) performing the digging.

Exposed underground utilities must be protected.

Each company must locate utilities when cutting or drilling into concrete.

Secondary utilities must be considered when performing digging activities.

The Contractor shall IMMEDIATELY STOP EXCAVATION if an underground facility is contacted (even if there is no noticeable damage) and immediately notify the Owner of such. Warning signs that indicate the potential of contacting a buried, underground utility include buried red concrete, unpainted buried concrete, wooden boards, warning tape, etc.

It is important to understand tolerance zones. Locate marks show the approximate location of underground facilities. The lines can actually be located anywhere within the tolerance zone. Proceed cautiously when digging within 24 inches on either side of the locate marks.

When any mechanized equipment is used within the tolerance zone, supervisory personnel shall be present to supervise the operation.

XIV. MOBILE CRANES

Operators must be certified on the specific type of crane they are operating. Certification must come from an accredited crane operator testing organization, such as The National Commission for the Certification of Crane Operators (NCCCO).

A Lift Plan shall be submitted on all critical lifts and should be completed and submitted for review and acceptance, with the exception of emergency lifts, 72 hours, prior to lift.

A critical lift plan is required for the following lifts:

- a) Lift is $\geq 75\%$ of the cranes rated capacity as determined by the load chart
- b) Two or more cranes involved in the lift or adjacent to each other
- c) Hoisting personnel
- d) Lift from floating platform, barge, or vessel
- e) Any lift where boom intersects within 20 feet of monorail
- f) Any lift deemed critical by the Owner
- g) Any lift where boom intersects within 25 feet of a populated area

A critical lift plan should include a Pre-Lift Crane Data Worksheet, step-by-step work instructions, a list of all personnel involved and their assignments, and a diagram of the lift and swing area. A 3-D plan or comparable CAD rendering is preferable. A rigging plan is required to be submitted for critical lifts. If the crane will be set up on top of, or within 10-feet of a tunnel, manhole, or utility vault; or within 10-feet of a seawall, bridge, or water's edge, Ground Bearing Pressures (GBP) for each outrigger (below the crane mats) must be submitted with the lift plan.

The use of a crane to hoist personnel is prohibited except where it can be demonstrated that conventional means of reaching the work area (scaffold, ladders, aerial lifts, etc.) would be more hazardous or is not possible due to worksite conditions. Hoisting personnel shall comply with all parts of 29 CFR 1926.1431.

The crane hook or other part of the load line may be used as an anchor for a personal fall arrest system where all of the following requirements are met:

- a) Approved by a qualified person
- b) Equipment operator must be at the worksite
- c) No load is suspended from the load line when the personal fall arrest system is anchored to it or the hook.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

SPECIAL CONTRACT CONDITIONS

Contract No.: C006790

June 2023 Edition

Tag lines must be used for all lifts to control the load unless the use of a tag line is deemed unsafe or unfeasible. The decision to not use a tag line must be included in the lift plan and accepted by the Owner.

All crane operations near, adjacent to, or within 10 feet of the monorail or skyway transportation system, require a special precautions are taken. All work must be coordinated with the Owner prior to commencing. Any contact with anything associated with these systems must be reported immediately to the Owner. At no time will any materials be lifted over the systems. A spotter is required when a crane travels under the systems

Barricades and notices should be used to prevent people from entering the fall zone (the area where the load will land if dropped). No one is allowed to be under a suspended load, with the exception of steel workers working in accordance with 29 CFR 1926.753(d).

In congested areas where barriers are not feasible, an audible signal (horn, whistles, etc.) must precede each lift to alert nearby personnel working in the proximity of the crane that the lift is in progress. Evening lifts may use alternative signaling methods in lieu of audible signals, if requested.

The qualified signal person shall be the only person signaling the crane operator; however, anyone can signal a stop if there is a perceived emergency situation.

XV. HEAVY EQUIPMENT OPERATIONS

The operator must not wear earbuds or headphones while operating heavy equipment. These devices may create a distraction and may prevent the operator from hearing important sounds in the work area (e.g. backup alarms, evacuation horns, etc.). They do not serve as hearing protection or attenuation which may be needed when operating heavy equipment.

Unless the cab is totally enclosed, the operator must wear appropriate personal protective equipment (PPE) which may include safety glasses, hearing or respiratory protection. When exiting the cab in a construction zone, the operator must wear the required site PPE. Seat belts are required at all times.

Chase (escort) vehicles / Spotters are required when:

- a) Heavy equipment travels to and from work zones
- b) Anticipated pedestrian or vehicle traffic intrudes within the safe work zone, in the judgment of the operator
- c) Space is restricted, and a safe work zone cannot be maintained
- d) The back-up alarm is muted
- e) Safe movement is in question
- f) Overhead hazards are present

The equipment shall be operated at a safe speed. Equipment inspections shall be documented and available upon request.

Check the area for overhead utility lines to ensure the equipment will remain at least 10 feet away from the lines at all times.

Avoid backing up the equipment unless it is absolutely necessary. Attempt to always travel forward if possible. Backing up the equipment usually does not present a clear field of view.

Never allow an individual to ride on running boards or any other part of the equipment. Only the operator should be on the equipment.

Maintain three points of contact when exiting or entering the vehicle.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

SPECIAL CONTRACT CONDITIONS

Contract No.: C006790

June 2023 Edition

Never exit a running vehicle. The vehicle must be turned off if the operator is leaving the cab.

Remove keys from unattended vehicles.

Always park the vehicle on level ground. Lower buckets, shovels, dippers, etc. and set the parking brake.

XVI. DIVING OPERATIONS

Before conducting dive operations, a job hazard assessment shall be developed by the Contractor and submitted to the Owner in the form of a dive plan ("Dive Plan"). A complete Dive Plan shall be developed and documented for each diving operation. The primary purpose of the Dive Plan is to provide a written document capturing the details of the dive operations. The Owner must approve all Dive Plans prior to beginning the dive operations. Dive Plans shall be reviewed on a periodic basis to ensure they remain relevant for the actual diving activity and have been updated as warranted (i.e., staff safety concerns are conveyed, new equipment or procedures are to be implemented, or an injury/incident has occurred).

The Dive Plan shall include the following:

- a) Site & project information
- b) Immediate contact name(s) and telephone number(s)
- c) Information regarding personnel involved, including the Designated Person in Charge ("DPIC"), dive team roles and qualifications, assignment of responsibilities and verification of training records, and the verification of the physical fitness of dive team members
- d) Minimum equipment requirements
- e) Sequence of basic job steps and the recommended safe operational procedures and protection. Known and/or potential hazards, including environmental, surface, overhead and underwater conditions and hazards, including any anticipated hazardous conditions or confined spaces
- f) Activities, equipment or processes in the area of operations that may interfere with the dive or that pose a safety hazard to dive team members (i.e., watercraft, ride vehicles, chemicals, potentially dangerous aquatic wildlife and other types of hazards)
- g) Limited access or penetration situations. A diver entering a pipe, tunnel, wreck, or similarly enclosed or confining structure, (other than a habitat).

Activities, equipment or processes in the area of operation that may interfere with the dive or that pose a safety hazard to dive team members shall require that proper controls be developed, documented and implemented to ensure the dive area is secured from such hazards impeding and/or entering the area.

A diver-carried reserve breathing supply that meets the emergency air volume requirements for the dive profile with a separate first and second stage regulator shall be provided to each diver for all diving operations.

XVII. RESERVED.

END OF SPECIAL CONTRACT CONDITIONS

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

DESIGN/BUILD CONTRACT CONDITIONS

Contract No.: C006790

May 2025 Edition

These DESIGN/BUILD CONTRACT CONDITIONS supplement the other Contract Documents. However, in the event of a conflict between any of the provisions contained herein and those contained elsewhere in the Contract Documents, the provisions contained herein shall control, anything in the other Contract Documents to the contrary notwithstanding.

1. GENERAL

1.1 Summaries of Work noted throughout the Project Manual and Specifications are not intended to represent a complete description of the Work and are not to be construed as such. Any quantities, if included in the summaries, are approximate and are not to be used in estimating the Work. The Design/Builder is solely responsible for producing a complete description of the Work and validating all quantities identified in the Project Manual and Specifications.

1.2 It is the intent of the Owner that the Design/Builder will perform all of the Services and provide all of the Work of any kind and nature as set forth in the Contract Documents unless specifically excluded or indicated as Owner furnished and/or installed or work to be performed "by Others". Any Work not specifically indicated in the Contract Documents but required to complete the project will be considered to be included in this Agreement.

2. PARTIES AND RESPONSIBILITIES

2.1 Design/Builder's responsibilities shall include, but shall not be limited to the following:

2.1.1 Perform the professional and non-professional services necessary to design and produce the required signed and sealed construction drawings and construction specifications. Design/Builder shall submit to the Owner's Representative for the Owner's Engineer's review, all supporting engineering design computations, construction drawings and technical specifications and shall not commence construction of the Work until the Owner's Engineer has accepted the Design/Builder's aforementioned submittal.

Owner's Representative may at its sole discretion permit the Design/Builder to submit its designs for a portion of the Work for Owner's and Owner's Engineer's review and acceptance and upon receipt of their acceptance of construction drawings and specifications of such portion of the Work may, at Design/Builder's sole risk, proceed with construction of that portion of the Work. Design/Builder shall remain solely responsible for any redesign or reconstruction of that portion of the Work that may be required arising out of the Design/Builder's subsequent submittal for the remaining Work and the Owner's review and acceptance thereof.

2.1.2 Provide the Services and Work according to the Project Milestone Schedule set forth in Exhibit B of the Agreement.

2.1.3 Provide "As-Built" and Record drawings of the Work. Design/Builder shall prepare and provide to the Owner a complete set of all as-built drawings which shall be complete and, except as specifically noted, shall reflect performance of the Construction Work in strict compliance with the requirements of this Contract.

2.1.4 It shall be the Design/Builder's sole responsibility to verify the information provided by the Owner to the Design/Builder related to surveys, geotechnical investigations and any other engineering reports to insure that adequate and sufficient information is available to the Design/Builder in order for the Design/Builder to perform the design Services required to produce complete construction drawings and construction specifications pursuant to this Agreement. Any additional services or work, required to provide Design/Builder with information necessary to perform the Design/Builder's design services pursuant to this Agreement shall be procured by the Design/Builder at its sole cost and expense.

2.2 No inspection performed or failed to be performed by the Owner or its representatives shall constitute a waiver of any of the Design/Builder's obligations hereunder or be construed as approval or acceptance of the Work or any part thereof.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

DESIGN/BUILD CONTRACT CONDITIONS

Contract No.: C006790

May 2025 Edition

2.3 Owner's Engineer's responsibilities shall include the following:

2.3.1 Owner's Engineer shall, on the Owner's behalf, review the Design/Builder's designs and make construction observations of the Design/Builder's Work. The review by the Owner's Engineer of design computations, drawings, data and samples submitted by the Design/Builder will cover conformity to the Concept Documents, Design Criteria and compliance with the Contract Documents. The Owner's Engineer's review and exception, if any, will not constitute an approval of the Design/Builder's design, including but not limited to, dimensions, quantities, and details of the material, equipment, devices, etc. Owner's Engineer shall make a recommendation for Owner's acceptance of the Design/Builder's work product.

2.3.2 The services by the Owner's Engineer will in no way release the Design/Builder from its responsibilities as the Engineer-of-Record on this Project.

2.3.3 The Owner's Engineer shall receive from the Design/Builder copies of all shop drawings, material certifications and other submittals by Design/Builder that have been reviewed and approved by the Engineer-of-Record.

2.3.4 The Owner's Engineer's review of the Design/Builder's work product shall include, but not necessarily be limited to, the following:

- Design Schematics
- Final designs and construction drawings and specifications
- Design Calculations
- Engineering Reports
- Other documents as directed by the Owner's Engineer.

2.3.5 The Owner's Engineer shall review all of the above listed documents (subparagraph 2.3.4) submitted by the Design/Builder. The Owner's Engineer shall render, in writing, the results of its findings pertaining to the Design/Builder's documents, within a reasonable time. Based on the findings from the Owner's Engineer's review, the Design/Builder shall, if so required by the Owner's Engineer, take further action and resubmit its documents for acceptance by the Owner's Engineer.

2.3.6 The Owner's Engineer will issue with reasonable promptness such written clarifications or interpretations of the Concept Documents and Design Criteria as the Design/Builder may request or as otherwise deemed necessary by the Owner's Engineer.

2.3.7 The Owner's Engineer shall serve as the interpreter of the requirements of the Concept Documents and Design Criteria and is the judge of the Design/Builder's design and construction drawings and specifications compliance with the Concept Documents. All interpretations of the Owner's Engineer shall be consistent with the intent of the Concept Documents. In the Owner's Engineer's capacity as interpreter, the Owner's Engineer will exercise his/her best efforts to obtain faithful performance by all parties.

2.3.8 In the event of a dispute between the Owner's Engineer and the Design/Builder in which the parties are not able to reach mutual agreement, the provisions of Paragraph 3.2 of these Special Contract Conditions shall apply.

3. INTERPRETATION OF CONSTRUCTION DOCUMENTS

3.1 The Owner's Representative shall decide all questions which may arise as to the quality and acceptability of the Design/Builder's Work as it relates to the requirements set forth in the Concept Documents; all questions as to the acceptable fulfillment of the Contract on the part of the Design/Builder and all questions which may arise as to the interpretation of the Concept Documents and Specifications. Design/Builder shall resolve any questions or requests for additional information concerning the engineering, preparation and interpretation of construction drawings, construction specifications and shop drawings under this Contract in consultation with the Owner's Representative, at no additional cost to the Owner.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

DESIGN/BUILD CONTRACT CONDITIONS

Contract No.: C006790

May 2025 Edition

3.2 In the event of a dispute between the Owner and Design/Builder with regard to the Design/Builder's design, the disputing parties shall present their respective positions regarding the dispute to a third-party engineer mutually agreed to by the Parties. The third-party engineer shall render an opinion as to resolution of the dispute, which the parties shall accept. This decision shall not waive the rights of the disputing parties to pursue legal action pursuant to the Legal Proceedings Article of the Agreement. The Owner and Design/Builder acknowledge that in the event of a dispute, time is of the essence and the parties shall act accordingly to resolve the dispute in a timely manner.

4. DESIGN CRITERIA

4.1 The Design/Builder shall prepare any roadway, bridge and utility plans and specifications in accordance with FDOT, AASHTO, CFTOD and RCES published standards. All structures shall meet or exceed all FDOT and/or AASHTO design criteria. American Association of State Highway and Transportation Officials ("AASHTO") design criteria is defined as the AASHTO Standard Specifications for Highway Bridges (latest edition), with Interims. Florida Department of Transportation ("FDOT") design criteria is defined as FDOT Structures Design Guidelines (latest edition), including all revisions and supplements pertaining thereto through the date of the execution of this Agreement. Additionally, all constructed improvements shall conform to the building and safety standards set forth in the Epcot Code.

4.1.1 Design/Builder shall submit with each scheduled design submittal as generally described in Exhibit B of the Agreement, all supportive structural calculations along with the Design/Builder's construction drawings and specifications for the Owner's Engineer.

4.1.2 All final drawings and engineering calculations shall bear the signature and seal of a Professional Engineer licensed to practice within the State of Florida.

4.2 Any technical specifications contained within or incorporated by reference into the Project Manual shall be the specifications the Design/Builder shall adopt for the design and construction of the Project. Should the Design/Builder wish to amend any part of these specifications, such changes shall be deemed as a substitution, the Design/Builder shall submit the proposed modifications to the Owner's Engineer, in writing, for review and approval.

5. CLARIFICATIONS AND INTERPRETATIONS

5.1 It is the intent of the construction specifications and drawings prepared by the Design/Builder to describe a complete project (or part thereof) to be constructed by the Design/Builder in accordance with the construction specifications and drawings and the Contract Documents. Any services, Work, materials, or equipment that may reasonably be inferred from the construction specifications or drawings and Contract Documents as being required to produce the intended result, shall be supplied by the Design/Builder whether or not specifically called for.

5.2 Reference to standard specifications, published design standards or criteria, manuals or association, or to the code of any codes of any technical society, organization or governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of the execution of this Agreement.

6. STANDARDS FOR CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT CONSTRUCTION WORK

6.1 General: The following standards were promulgated in consideration of protection of Central Florida Tourism Oversight District and Walt Disney World Co./WDW Guests from discordant, non-aesthetic experiences as well as physical injury, and the breach of any standard stated herein will be considered by the Owner to be a serious material breach of the Contract.

6.2 Employee Parking and Material Staging:

6.2.1 All construction employees are to park at a designated area on site or off-site to be reviewed and approved by Owner's Representative. No parking within the project limits will be permitted unless expressly allowed by the Owner's Representative. All employees shall be bussed to the project site.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

DESIGN/BUILD CONTRACT CONDITIONS

Contract No.: C006790

May 2025 Edition

Furthermore, the Design/Builder, and Subcontractors and their employees shall not use any existing parking facilities of adjacent landowners without the express permission of the Owner's Representative.

6.2.2 The Design/Builder shall obtain the approval of the Owner's Representative prior to storing any material or creating any material storage area(s).

6.3 Ingress and Egress to Project Construction Site: Access to the construction site is via designated routes. Vehicular traffic to the site is limited to vehicles required to deliver labor and materials. Vehicles not actively supporting job site operations are not permitted to remain on site.

6.3.1 Acceptable Haul Routes: The Design/Builder shall utilize only those haul routes approved by the Owner or the Owner's Representative. No alternate haul routes shall be utilized by the Design/Builder without the express permission of the Owner or the Owner's Representative.

6.4 Construction Operations at the Project Site:

6.4.1 The Design/Builder shall cause no dirt or debris to be deposited on any Central Florida Tourism Oversight District roadways or private roadways of adjacent landowners and must clean up such dirt or debris in an expeditious manner if such dirt or debris occurs due to the Design/Builder's operation. If the Design/Builder fails to adhere to this standard, in the Owner's Representative's sole opinion, clean-up will be performed by others and all costs for such clean-up will be deducted from Design/Builder's contract account.

6.4.2 Design/Builder shall clean all tires of vehicles prior to leaving job site and entering public or private roadways.

6.4.3 On site storage of fuel will not be permitted without (i) prior written approval of the Owner's Representative and (ii) an on-site inspection by the Owner's Representative to verify that Design/Builder has appropriate procedures and equipment for on-site storage.

6.4.4 The Design/Builder shall use "whisperized" construction equipment. Noise levels shall be within those levels acceptable by the authorities having jurisdiction.

6.4.5 Requests for permission for LANE CLOSURES shall be submitted to the Owner's Representative for approval not less than seventy-two (72) hours prior to the commencement of the lane closure.

6.4.6 Material deliveries shall generally be made during normal working hours. Where special deliveries must be made at other times, Design/Builder shall request approval of such by the Owner's Representative. If such request is approved, Design/Builder shall arrange for proper labor forces to receive and unload as promptly as possible.

6.5 Construction Activities Affecting Operation:

6.5.1 All persons occupying the project site must have a legitimate purpose connected with the construction activity.

6.5.2 Construction employees are restricted to the limits of the project construction area and are not permitted in guest areas or areas belonging to adjacent landowners. Failure by construction employees to abide by this restriction shall constitute grounds for the immediate removal of such employees from the project site and employers will be held accountable for actions of their employees. Hard hats and shirts are required at all times. Clothing with objectionable language or symbolism will not be permitted.

6.6 Clean up:

6.6.1 Daily clean-up of the construction areas must be performed by the Design/Builder. This requirement will be strictly enforced. The Design/Builder shall not allow the accumulation of excess material or debris to encumber the site.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

DESIGN/BUILD CONTRACT CONDITIONS

Contract No.: C006790

May 2025 Edition

6.6.2 If, in the judgment of the Owner's Representative, the construction area is deemed to be unclean and/or encumbered by the accumulation of excess materials or debris; and, in the event the Design/Builder fails to respond to the Owner's Representative's request to correct the situation, the Owner's Representative reserves the right to take any action it deems necessary to correct the situation and shall back charge the Design/Builder for the full cost of the corrective action.

6.6.3 Upon Final Completion of the Construction Work, Design/Builder shall thoroughly clean the site and the Project and remove all waste, debris, trash and excess materials or equipment, together with Design/Builder's property therefrom.

6.7 Construction Activities Affecting the Operations of Adjacent Landowners and Operators of Adjacent Facilities (including but not limited to Downtown Disney and all Hotels along the Hotel Plaza Boulevard corridor):

6.7.1 All construction activities that have any affect on any operations of any adjacent landowner or operator of any adjacent facility must have the express approval of the Owner's Representative before they are initiated. The activity description, scheduled time and duration, areas affected must be submitted at least 72 hours in advance to obtain this approval.

6.7.2 Work activities that affect the environment for guests of adjacent landowners or operators of adjacent facilities (noise, visual intrusion, safety, odor, dust and dirt, etc.) may be restricted to other than normal operating hours. Any such restrictions shall not entitle the Design/Builder or its Subcontractors to additional compensation. These activities will be reviewed on an individual basis

6.7.3 Punch list work in guest/operating areas of adjacent landowner or operators will be performed during non-operating hours.

6.7.4 Backstage Work (equipment rooms, etc.) where access does not affect operations of adjacent landowner or operator may proceed during operating hours. Outages that support operating services will not be permitted except with a prior approval of the Owner's Representative and during non-operating hours.

6.7.5 Material deliveries through guest areas of adjacent landowners or operators facilities and removal of delivery equipment shall be completed at least one hour prior to operating hours. The Owner's Representative will specifically designate approved access routes for such deliveries.

7. CONSTRUCTION SCHEDULE CONSTRAINTS

7.1 The Design/Builder is advised that specific construction schedule constraints exist as part of the Construction Work. Such schedule constraints have been included within the milestone schedule included within the Contract Documents and are further outlined within Specification Section 01 31 13.10 - Contract Time, Sequencing and Timing of Work.

8. PERMITS

8.1 All permits (other than required environmental permits) required for any part of the Work, whether to be obtained in the Owner's or the Design/Builder's name shall be procured by the Design/Builder from, or through, the Central Florida Tourism Oversight District at the Design/Builder's cost.

8.2 The Owner will provide required environmental permits (if necessary). All other permits will be the responsibility of the Design/Builder.

8.3 All permits for the Design/Builder's compound/office complex (if any) shall be obtained from Central Florida Tourism Oversight District and/or any other agency having jurisdiction.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

DESIGN/BUILD CONTRACT CONDITIONS

Contract No.: C006790

May 2025 Edition

9. SUBCONTRACTS/MATERIAL PROCUREMENT

9.1 Within seven (7) days following completion of the Construction Documents, the Design/Builder shall submit to the Owner's Representative, for review and approval, a comprehensive subcontracts and material procurement plan, identifying all subcontracts and materials required for the completion of the Work and the dates such subcontracts and materials must be procured to insure the completion of the Work in accordance with the Project Milestone Schedule. The Design/Builder shall adhere to the approved procurement plan and shall expedite procurement of all subcontracted services and materials and the completion of all such services and delivery of all such materials in accordance therewith. Until such time as all services have been subcontracted and materials have been purchased and delivered to the project site, the Design/Builder shall furnish to the Owner's Representative, as a supplement to each submission of its updated construction progress schedule, a procurement report describing the status of procurement of all subcontracted services and materials relative to the approved procurement plan.

10. SUBMITTALS

10.1 All shop drawings and samples required by the Contract Documents must be submitted within ten (10) calendar days after finalization of the design, unless the critical nature of the job schedule is such that certain materials are required early in the Work, in which case the Design/Builder is obligated to identify such and submit within a time frame to properly support the field efforts.

10.2 The Design/Builder shall be responsible for ensuring the Engineer-of-Record approves all shop drawings, samples and/or certifications. The Design/Builder shall furnish the Owner's Representative with one (1) reproducible copy of each approved submittal.

11. FIELD ENGINEERING

11.1 Refer to Specification Section 01 71 23.

12. COOPERATION

12.1 The Owner may accomplish certain work with its own forces and may award separate contracts for other scopes of work.

12.2 The Design/Builder is required to coordinate and cooperate with all of its forces, Subcontractors, consultants and subconsultants and with the Owner's forces and separate contractors in their performance of their work. Refer to Article 7 of the General Conditions of the Design/Build Contract for Construction (Separate Contracts) and the Specifications (Section 01 31 13 - Project Coordination) for details.

13. HOISTING EQUIPMENT CERTIFICATIONS

13.1 The Design/Builder shall submit a certificate to show proof of inspection of all hoisting machinery, including serial number, date of certification, and expiration date, prior to its use on the Owner's property. Inspection and a certificate shall be displayed on the subject equipment signed by a competent person or by a government or private agency recognized by the Department of Labor. The Design/Builder shall maintain records and dates of the results of inspections for each hoisting machine and piece of equipment.

14. GENERAL CLARIFICATIONS

14.1 The existing grade elevations and utility locations as depicted on the Contract Drawings are for informational purposes and are not to be construed as absolute; however, if the Design/Builder notices any discrepancies between the drawings and the existing conditions, such discrepancies shall be pointed out to the Owner's Representative, by the Design/Builder, before start of Construction.

14.2 The Design/Builder is advised that topographic survey data, if provided by the Owner or the Owner's Representative, may have been collected by both actual field survey and aerial cartography.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

DESIGN/BUILD CONTRACT CONDITIONS

Contract No.: C006790

May 2025 Edition

Neither the Owner nor the Owner's Representative makes any express or implied representations regarding the accuracy of topographic survey data collected via aerial cartography.

14.3 Flagmen and appropriate signage will be required at any and all on-site/off-site off-road accesses unless otherwise approved by the Owner's Representative. Maintenance of the off-road accesses will be the responsibility of the Design/Builder as well as repair to hard road surfaces and sub surfaces damaged as a result of the Work.

14.4 Any temporary off-road access development, which may require drainage culverts, shall be included within this scope of Work. Upon completion of the Work the Design/Builder shall remove any such culverts and shall restore the area to a condition equal to that when Work was initiated.

14.5 Maintenance and dust abatement of all areas of Work provided by this Design/Builder shall be done in a manner acceptable to the Owner's Representative.

14.6 The Design/Builder will be responsible for safely barricading open excavations that may present hazardous conditions.

14.7 Any connection of new Work or utilities to existing that is to be accomplished by this Design/Builder must be scheduled in advance, accomplished in a manner and at a time acceptable to the Owner's Representative.

14.8 Debris as a result of construction and/or miscellaneous demolition Work required by the Contract Documents is to be hauled off site and disposed of in a manner acceptable to the Owner's Representative.

14.9 Logistical routing and methods of interfacing with existing road systems will be subject to approval by the Owner's Representative. See Section 01 50 00 - Temporary Construction Facilities.

14.10 The Design/Builder shall be prepared to do its work out-of-sequence in accordance with the requirements of the job, when, and if, required by the Owner's Representative. There shall be no charges for "Comeback Time" for work performed out-of-sequence.

14.11 The Design/Builder shall pay for the cost of all standby trades should systems or conditions such as dewatering be required prior, to or after, normal working hours or on Saturdays, Sundays and Holidays.

14.12 The Design/Builder may elect to solicit additional field engineering services from the Owner. The current cost of such services varies depending upon crew size and supervision and the amount of drawing and/or calculations required. Costs associated with additional field engineering services obtained from the Owner by the Design/Builder shall be deducted from the Design/Builder's contract account in an amount reflecting the Owner's direct cost, without mark up.

14.13 For security purposes equipment and/or materials left overnight at the Project site must be consolidated in one area at the close of the workday. Any security fencing deemed necessary by this Design/Builder shall be the responsibility of this Design/Builder. Type and location of said fencing is subject to the approval of the Owner's Representative.

14.14 Any on-site maintenance to construction equipment, which could cause contamination or pollution, will not be permitted.

14.15 All existing conditions off the immediate Project site, which are disturbed due to Design/Builders' activities, must be repaired to equal or better conditions.

14.16 Any temporary sheeting and/or shoring required to perform this Work is a requirement of this Contract. See Section 01 11 00 - Summary of Work for specific items of Work to be included and/or excluded from the Work in this Contract.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

DESIGN/BUILD CONTRACT CONDITIONS

Contract No.: C006790

May 2025 Edition

14.17 The Design/Builder is advised that the Project Site has numerous utilities located below and adjacent to the Work area. The Design/Builder shall be required to coordinate its excavation requirements with the existing utilities and shall provide all necessary protection therefor.

14.18 No on-site burning will be permitted.

15. CONTRACT AMOUNT COMPONENT BREAKDOWN

15.1 The Design/Builder shall, upon request by the Owner's Representative, provide a complete breakdown or itemization of all costs of its Contract with the Owner. This breakdown shall be based upon components, as directed by the Owner's Representative, and is intended to be used for the Owner's accounting purposes, only.

16. SALES TAX EXEMPTION FOR OWNER PURCHASED MATERIAL

16.1 Central Florida Tourism Oversight District as Owner, being exempt from sales taxes, reserves the right to make direct purchases of selected construction materials that are included in the Scope of Work. The Design/Builder shall assist the Owner in the preparation of orders for such material purchases. Material purchases shall be accomplished by the issuance of Design/Builder prepared purchase orders on the Owner's forms for execution by the Owner.

16.2 Following the completion of the issuance of the purchase orders, the Owner shall issue to the Design/Builder a Change Order decreasing the Contract Sum by the total amount of the materials purchased directly by the Owner plus all applicable sales tax.

16.3 The direct purchase of selected construction materials by the Owner through the issuance of the Design/Builder prepared Owner purchase orders and the subsequent reduction of the Contract Sum is in no way intended to nor shall be construed as modifying or relieving the Design/Builder from any of its obligations under the provisions of the Contract, including but not limited to, coordination, performance, protection, material handling and storage, scheduling, guarantees and warranties for the materials purchased.

17. TRENCH SAFETY ACT

17.1 The Design/Builder is familiar with the "Florida Trench Safety Act" which became law on October 1, 1990 and incorporates OSHA Standards 29 CFRS 1926.650, Subpart P, as the State's trench excavation safety standards. The Design/Builder is required to provide information relating to deep excavations, the methods of protection, and the costs thereof. These costs shall be included in the contract sum. This information shall be transmitted to the Owner's Representative as a contract submission.

17.2 The Design/Builder acknowledges that if awarded a Contract, all provisions of the Florida Trench Safety Act and applicable trench safety standards will be complied with during the period of construction of the Project.

17.3 The Design/Builder shall list separately and submit to Owner's Representative, prior to Contract award, the cost (value included in its bid) of the compliance with these standards on a lineal footage basis and the method of compliance. The Design/Builder shall determine if special shoring requirements are needed. Special shoring shall be identified and valued on a square footage basis on the submission. The Design/Builder is fully responsible for the design of the trench safety system and the compliance with the applicable standards for the Project.

END OF DESIGN/BUILD CONTRACT CONDITIONS

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION
May 2025 Edition

TABLE OF ARTICLES AND PARAGRAPHS

<u>Paragraph</u>	<u>Title</u>	<u>Page</u>
	Article 1 - DEFINITIONS	
1.1.	THE CONTRACT	1
1.2.	THE OWNER	1
1.3.	THE OWNER'S REPRESENTATIVE	1
1.4.	THE CONTRACTOR	1
1.5.	SUBCONTRACTOR; SUB-SUBCONTRACTOR	2
1.6.	THE JOB SITE	2
1.7.	THE PROJECT	2
1.8.	WORK; CONTRACT TIME; CONTRACT SUM	2
1.9.	PROVIDE	2
1.10.	PLANS	2
1.11.	SPECIFICATIONS	2
1.12.	THE ARCHITECT/ENGINEER	2
	Article 2 - THE CONTRACT DOCUMENTS	
2.1.	EXECUTION, INTENT AND INTERPRETATIONS	2
2.2.	COPIES FURNISHED; OWNERSHIP	3
2.3.	NO ORAL WAIVER	3
	Article 3 - OWNER	
3.1.	EASEMENTS	3
3.2.	ACCESS	3
	Article 4 - THE OWNER'S REPRESENTATIVE	
4.1.	CONTRACTUAL RELATIONSHIPS	3
4.2.	ROLE	3
	Article 5 - CONTRACTOR	
5.1.	REVIEW OF CONTRACT DOCUMENTS	3
5.2.	SUPERVISION AND CONSTRUCTION PROCEDURES	4
5.3.	MATERIALS AND EQUIPMENT	4
5.4.	WARRANTY	4
5.5.	TAXES; FEES AND LICENSES; ROYALTIES AND PATENTS	4
5.6.	COMPLIANCE WITH LAWS	5
5.7.	TESTS	5
5.8.	GENERAL	6
	Article 6 - SUBCONTRACTORS	
6.1.	GENERAL	6
6.2.	AWARD OF SUBCONTRACTS	6
6.3.	SUBCONTRACTUAL RELATIONS	7
6.4.	PAYMENTS TO SUBCONTRACTORS	7
	Article 7 - SEPARATE CONTRACTS	
7.1.	OWNER'S RIGHT TO AWARD SEPARATE CONTRACTS	7
7.2.	MUTUAL RESPONSIBILITY OF CONTRACTORS	7
	Article 8 - TIME	
8.1.	DEFINITIONS	8
8.2.	PROGRESS AND COMPLETION; SCHEDULING	9
8.3.	DELAYS, EXTENSIONS OF TIME AND OVERTIME	9
8.4.	TEMPORARY SUSPENSION OF WORK	10
	Article 9 - PAYMENTS AND COMPLETION	
9.1.	APPLICATION FOR PAYMENT; PASSAGE OF TITLE	10
9.2.	APPROVALS OF APPLICATIONS FOR PAYMENT	11
9.3.	PAYMENTS WITHHELD; OWNER'S RIGHT TO MAKE DIRECT PAYMENTS FOR WORK	11

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION
May 2025 Edition

TABLE OF ARTICLES AND PARAGRAPHS

<u>Paragraph</u>	<u>Title</u>	<u>Page</u>
9.4.	SUBSTANTIAL COMPLETION AND FINAL PAYMENT	12
9.5.	BENEFICIAL USE AND OCCUPANCY; PARTIAL SUBSTANTIAL COMPLETION	13
	Article 10 - PROTECTION OF PERSONS AND PROPERTY	
10.1.	RESPONSIBILITY FOR SAFETY AND HEALTH	13
10.2.	PROTECTION OF WORK AND PROPERTY; RESPONSIBILITY FOR LOSS	14
10.3.	SURFACE OR SUBSURFACE WATER	15
10.4.	EMERGENCIES	15
10.5.	CLEANUP	15
10.6.	OWNER'S STANDARDS	16
	Article 11 – INSURANCE; INDEMNIFICATION	
11.1.	COMMERCIAL INSURANCE/INDEMNIFICATION	16
	Article 12 - CHANGES IN THE WORK	
12.1.	CHANGE ORDERS AND DIRECTIVES	17
12.2.	CHANGES REQUIRING AN INCREASE IN CONTRACT SUM	17
12.3.	CHANGES REQUIRING A DECREASE IN CONTRACT SUM	19
12.4.	DISPUTES REGARDING CHANGES	19
12.5.	AUDIT RIGHTS	19
	Article 13 - CLAIMS	
13.1.	CLAIMS FOR EXTENSIONS OF CONTRACT TIME	19
13.2.	CLAIMS FOR INCREASES IN CONTRACT SUM	19
13.3.	NO OTHER CLAIMS	20
	Article 14 - UNCOVERING AND CORRECTION OF WORK; OWNER'S RIGHT TO CARRY OUT WORK	
14.1.	UNCOVERING OF WORK	20
14.2.	CORRECTION OF WORK	20
14.3.	OWNER'S RIGHT TO CARRY OUT WORK	21
14.4.	ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK	21
	Article 15 - TERMINATION OF CONTRACT	
15.1.	TERMINATION BY CONTRACTOR	21
15.2.	TERMINATION BY OWNER FOR CAUSE	22
15.3.	TERMINATION BY OWNER WITHOUT CAUSE	22
	Article 16 - MISCELLANEOUS PROVISIONS	
16.1.	GOVERNING LAW	23
16.2.	ASSIGNABILITY; SUCCESSORS AND ASSIGNS	23
16.3.	NOTICE	23
16.4.	PERFORMANCE AND PAYMENT BONDS	23
16.5.	MAINTENANCE OF HARMONIOUS RELATIONS	23
16.6.	UNION AGREEMENTS	24
16.7.	USE OF OWNER'S NAME/CONFIDENTIALITY	24
16.8.	GENERAL	25
16.9.	IMMIGRATION REFORM CONTROL ACT	25
16.10.	ADJACENT LAND AND LANDOWNERS	25
	Article 17 - EQUAL OPPORTUNITY	
17.1.	POLICIES OF EMPLOYMENT	25
17.2.	PROCEDURES AND GUIDELINES	25

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION
March 2025 Edition

ARTICLE 1
DEFINITIONS

1.1. THE CONTRACT. The Contract for Construction (referred to herein as the "Contract") is the sum of all Contract Documents. It represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification, as defined below.

1.1.1. The Contract Documents consist of those documents specified in Paragraph 1.5. of the Agreement or otherwise referred to in these General Conditions of the Contract for Construction. The Contract Documents do not include bidding documents, such as the Advertisement or Invitation to Bid, the Instructions to Bidders, sample forms, the Contractor's Bid or portions of Addenda as and to the extent that they may relate to any of the bidding documents or bidding procedure.

1.1.2. An Addendum is a written or graphic instrument issued by the Owner prior to the execution of the Agreement which sets forth additions, deletions or other revisions to the Contract Documents or clarifications thereof.

1.1.3. A Modification may be accomplished by: (a) a Change Order; (b) a Directive; or (c) any other written amendment to the Contract signed by both parties. A Modification may be made only after execution of the Agreement. No Directive shall be construed as a Change Order or other Modification unless it expressly so states.

1.1.4. A Change Order is a written Modification executed by both parties (except in the event of a unilateral Change Order as herein provided) and consisting of additions, deletions or other changes to the Contract. A Change Order may be accompanied by and/or may identify additional or revised Drawings, sketches or other written instructions, which become and form a part of the Contract Documents by virtue of the executed Change Order. Except as otherwise provided in Subparagraph 1.1.5., a Change in the Work, or a change in the Contract Time or the Contract Sum shall become the subject of a Change Order.

1.1.5. A Directive is a written document issued by the Owner and consisting of additions, deletions, clarifications or other written instructions issued by the Owner with respect to the performance of the Work or the activities of the Contractor on the Job Site or the property of the Owner. A Directive may include, but shall not be limited to, a bulletin, an engineering change, or other orders or instructions. Directives may become the subject of a Change Order, either singularly or collectively. Directives shall become the subject of a Change Order if they involve a Change in the Work, or a change in the Contract Time or the Contract Sum.

1.2. THE OWNER. The Owner is the person or organization identified as such in the Agreement. The term "Owner," whenever it appears in the Contract Documents, means the Owner and/or the Owner's Representative acting on behalf or for the benefit of the Owner (except as otherwise specified in the Contract Documents or as the context otherwise requires); provided, however, that with respect to any provisions of the Contract which require the Contractor to provide insurance for the protection of the Owner or to release the Owner from, or waive, any claims the Contractor may have against it, the term "Owner" shall mean the Owner and its supervisors, officers, employees, agents and assigns and the Owner's Representatives and its parent, related, affiliated and subsidiary companies, and the officers, directors, agents, employees and assigns of each.

1.3. THE OWNER'S REPRESENTATIVE. The Owner's Representative is the person or organization designated from time to time by the Owner to act as its representative as identified in Article 3 of the Agreement or the most current Modification thereto.

1.4. THE CONTRACTOR. The Contractor is the person or organization identified as such in the Agreement. The Contractor shall so designate a sufficient number of Project representatives that there shall be at least one authorized representative on the Job Site at all times in which the Work is being performed including, without limitation, a project manager (herein referred to as the "Project Manager") who shall at all times have authority to act (in all capacities necessary for the Work) for and bind the Contractor.

1.5. SUBCONTRACTOR; SUB-SUBCONTRACTOR.

1.5.1. A Subcontractor is a person or organization having a direct contract with the Contractor to perform any of the Work at the Job Site or to supply any materials or equipment to be incorporated in, or utilized in connection with, the Work.

1.5.2. A Sub-subcontractor is a person or organization having a direct or indirect contract (on any tier) with a Subcontractor to perform any of the Work at the Job Site or to supply any materials or equipment to be incorporated in, or utilized in connection with, the Work.

1.6. THE JOB SITE. The Job Site shall mean the area in which the Work is to be performed and such other areas as may be designated by the Owner for the storage of the Contractor's materials and equipment.

1.7. THE PROJECT. The Project is the total construction of which the Work may be the whole or a part.

1.8. WORK; CONTRACT TIME; CONTRACT SUM. The Work, the Contract Time and the Contract Sum are as defined in Articles 2, 10 and 11, respectively, of the Agreement.

1.9. PROVIDE. Except as the context otherwise requires, the term "provide" means to furnish, fabricate, complete, deliver, install and erect including all labor, materials, equipment, apparatus, appurtenances and expenses, necessary to complete in place, ready for operation or use under the terms of the Specifications.

1.10. PLANS. Wherever the words "Plan" or "Plans" are used in the Contract Documents, they shall be construed as having the same meaning as Drawing or Drawings (as referred to in the Agreement).

1.11. SPECIFICATIONS. The Specifications shall include those referred to in the Agreement.

Article 2
THE CONTRACT DOCUMENTS

2.1. EXECUTION, INTENT AND INTERPRETATIONS.

2.1.1. The Contractor warrants and represents that, in executing the Agreement and undertaking the Work, it has not relied upon any oral inducement or representation by the Owner, the Owner's Representative, the Architect/Engineer or any of their officers or agents as to the nature of the Work, the Job Site, the Project conditions or otherwise.

2.1.2. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. If the Contract Documents do not specifically allow the Contractor a choice as to quality or cost of items to be furnished, but could be interpreted to permit such choice, subject to confirmation or approval by the Owner, they shall be construed to require the Contractor to furnish the best quality. Words and abbreviations which have well-known technical, or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

2.1.3. Where conflict exists within or between parts of the Contract Documents, or between the Contract Documents and either applicable industry standards or applicable codes, ordinances or other legal requirements, the more stringent requirements shall apply; otherwise, the following order of precedence shall be used: the Agreement; the Special Conditions; the General Conditions; the Specifications; the Drawings. If the Contractor is required to perform any extra or corrective Work to comply with the preceding sentence, it shall not be entitled to an increase in the Contract Sum or Contract Time, and no claim shall result from such compliance. Subject to confirmation or approval by the Owner, large scale Drawings take precedence over smaller scaled Drawings, figured dimensions on the Drawings take precedence over scaled dimensions, and noted items on the Drawings take precedence over graphic representations.

2.1.4. The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings, are not intended to influence the Contractor in its division of the Work among Subcontractors or its establishment of the extent of the Work to be performed by any trade.

2.1.5. The Contractor shall submit a written request to the Owner for any interpretations necessary for the proper execution or progress of the Work. Such interpretations shall be issued in writing.

2.1.6. The Contract Documents reflect conditions as they are believed to exist, but it is not intended or to be inferred that the conditions as shown thereon constitute a representation by or on behalf of the Owner that such conditions actually exist. The Contractor shall inspect the Job Site and conduct any tests or surveys it deems necessary or desirable prior to the commencement of the Work and shall accept full responsibility for any loss sustained by it as a result of any variances between the conditions as shown on the Contract Documents and the actual conditions revealed during the progress of the Work or otherwise. The Contract Sum shall in no event be increased by reason of any such variance unless otherwise specifically provided herein.

2.1.7. The Contractor shall develop and maintain current "as-built" Plans to be provided to the Owner in accordance with Subparagraph 9.4.2. The Owner may inspect and copy such Plans at any time during the course of the Work.

2.2. COPIES FURNISHED; OWNERSHIP. All Contract Documents and copies thereof furnished by the Owner, the Owner's Representative or the Architect/Engineer are and shall remain the Owner's property. They are not to be published or used by the Contractor on any other project and, with the exception of one complete set for the Contractor, are to be returned to the Owner upon completion of the Work.

2.3. NO ORAL WAIVER. The provisions of this Contract cannot be amended, modified, varied or waived in any respect except by a Modification signed by the Owner. The Contractor is hereby given notice that no person has authority to orally waive, or to release the Contractor from, any of the Contractor's duties or obligations under or arising out of this Contract. Any waiver, approval or consent granted to the Contractor shall be limited to those matters specifically and expressly stated thereby to be waived, approved or consented to and shall not relieve the Contractor of the obligation to obtain any future waiver, approval or consent. Despite any prior waiver, approval or consent as to any particular matter, the Owner may at any time require strict compliance with the Contract Documents as to any other matter.

Article 3 OWNER

3.1. EASEMENTS. The Owner shall obtain and pay for any easements required for permanent structures.

3.2. ACCESS. The Owner shall at all times have access to the Work at each and every stage of preparation and progress. The Contractor shall provide facilities (including, without limitation, roadways) for such access.

Article 4 THE OWNER'S REPRESENTATIVE

4.1. CONTRACTUAL RELATIONSHIPS. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner's Representative and the Contractor; provided, however, that the Owner's Representative shall be deemed to be a third party beneficiary of those obligations of the Contractor to the Owner as imposed by the Contract Documents (including, but not limited to, the Owner's rights pursuant to Paragraph 7.2. and Articles 10 and 11 of these General Conditions).

4.2. ROLE. Except as otherwise provided in the Contract Documents, and until the Contractor is notified in writing to the contrary, all actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given and made by, or delivered or given to, the Owner's Representative in the name of and on behalf of the Owner; provided, however, that the Owner (and not the Owner's Representative) shall be solely obligated to the Contractor for all sums required to be paid by the Owner to the Contractor hereunder. If the Owner's Representative is an organization, then it shall, in turn, act through such person or persons as it may designate in writing from time to time. Only those so designated are authorized to grant on behalf of the Owner any approval, consent or waiver with respect to the Contract Documents or the Work, or to otherwise act for the Owner in any capacity whatsoever.

Article 5 CONTRACTOR

5.1. REVIEW OF CONTRACT DOCUMENTS. In addition to the representations and warranties contained in Article 14 of the Agreement, the Contractor acknowledges that prior to execution of the Agreement it has thoroughly reviewed and inspected the Contract Documents. The Contractor further

acknowledges that it has satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation and has assured itself of the adequacy and accuracy of each of the Contract Documents, as well as the compatibility of any combination thereof, as they relate to one another and to the scope of Work and the Schedule. The Contractor hereby warrants and represents to the Owner that the Contract Documents are suitable and adapted for the Work and guarantees their sufficiency for their intended purpose. The Owner shall not be responsible or liable to the Contractor for, and the Contractor hereby waives, any claims for changes, delays, accelerations, inefficiencies, impacts, and any other costs, damages, losses, or expenses of any nature whatsoever, resulting from any error, inadequacy, inaccuracy, inconsistency, insufficiency, unsuitability, discrepancy, ambiguity, omission, or insufficiency of detail or explanation in the Contract Documents. The Contractor shall perform no portion of the Work at any time without approved Contract Documents or, where required, shop drawings, product data, or samples, for such portions bearing the A/E's appropriate action stamp. Work performed in violation of this provision shall be at the Contractor's risk. Nothing in this Paragraph 5.1 shall in any way limit the effects of Article 14 of the Agreement.

5.2. SUPERVISION AND CONSTRUCTION PROCEDURES.

5.2.1. The Contractor shall supervise and direct the Work, using its best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, coordination, scheduling (subject to Article 8) and procedures, for all cleanup and for all safety and weather precautions and programs, in connection with the Work.

5.2.2. The Contractor shall employ a competent Project Manager and necessary assistants who shall be in attendance at the Job Site during the progress of the Work and who shall be satisfactory to the Owner. The Contractor shall remove any of its employees or agents (including, without limitation, the Project Manager) from the Project upon instruction from the Owner. The Project Manager shall not be changed except with the consent of the Owner unless the Project Manager ceases to be in the Contractor's employ.

5.2.3. The Contractor shall be responsible to the Owner for the acts and omissions of its employees. It shall also be responsible to the Owner for the acts and omissions of its Subcontractors and Sub-subcontractors, their agents and employees, and other persons performing any of the Work, in the same manner as if they were the acts and omissions of persons directly employed by the Contractor.

5.2.4. The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Contract, including, without limitation, by any inspections or tests required or performed under Paragraph 5.7., or by approvals or other similar action with regard to shop drawings or submittals (of any type), or by the activities of persons other than the Contractor with respect to the Project. Further, notwithstanding the fact that a dispute, controversy or other question may have arisen between the parties hereto relating to the execution or progress of the Work, the interpretation of the Contract Documents, the payment of any monies, the delivery of any materials or any other matter whatsoever, the Contractor shall not be relieved of its obligations to pursue the Work diligently under the Contract Documents pending the determination of such dispute, controversy or other question.

5.2.5. The Contractor shall establish, implement and supervise the submission of shop drawings and other submittals (of any type) in accordance with the Schedule and any Milestones. The Contractor shall note any variances between any such shop drawings or other submittals and the Contract Documents for the benefit of the Owner at the time of submission.

5.3. MATERIALS AND EQUIPMENT.

5.3.1. The Contractor shall, if so directed by the Owner, cause any or all materials and equipment to be manufactured in advance, and be warehoused either at the factory or elsewhere at the Contractor's cost. The Contractor shall cause all materials and equipment to be delivered to the Job Site in accordance with any schedule or schedules therefor established from time to time and approved by the Owner and, in any event, in a manner which will assure the timely progress and completion of the Work but will not encumber the Job Site unreasonably. Materials delivered to the Job Site for incorporation in the Work shall not be removed from the Job Site without the consent of or unless directed by the Owner.

5.3.2. The Owner may, from time to time during the performance of the Work and without any liability or obligation whatsoever to the Contractor or any of its Subcontractors or Sub-subcontractors, direct the Contractor to relocate, or cause to be relocated, to any other location on or off the Job Site, as designated by the Owner, any materials, equipment, office or storage trailers, storage sheds or the like brought onto the Owner's property by the Contractor or any of its Subcontractors or Sub-subcontractors, with which directions the Contractor shall promptly comply. Should such relocation

not be completed within the time therefor established by the Owner, the Owner may accomplish such relocation and offset the costs incurred by it in accomplishing the same against any amounts then or thereafter due to the Contractor.

5.3.3. The Contractor shall give, or shall require its Subcontractors and their Sub-subcontractors to give, full and accurate quality, performance and delivery status reports, in a form satisfactory to the Owner, regarding any materials and equipment, or such other data with respect thereto as may be requested by the Owner, and shall obtain for the Owner the written assurances of any manufacturer that its material or equipment is designed, and appropriate, for the use intended.

5.4. WARRANTY. The Contractor warrants to the Owner that all materials and equipment furnished under this Contract shall be new unless otherwise specified, and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective. This warranty is not limited by the provisions of Paragraph 14.2. of these General Conditions or Article 14 of the Agreement. All warranties and guarantees from Subcontractors or Sub-subcontractors (including, without limitation, manufacturers) shall be assignable to the Owner regardless of whether it is so stated therein, and the Contractor agrees to assign all such warranties and guarantees to the Owner and deliver them pursuant to Subparagraph 9.4.2. The Contractor's obligations under this Paragraph shall survive the expiration or sooner termination of the Contract.

5.5. TAXES; FEES AND LICENSES; ROYALTIES AND PATENTS.

5.5.1. The Contractor shall pay, or cause to be paid, all import duties and sales, consumer, use, excise, value added and ad valorem taxes required to be paid in connection with the Work or upon materials, tools or equipment brought to the Job Site or used in the Work. If any of the foregoing taxes are not paid in a timely manner, the Owner may withhold the amount of any such taxes from any amounts owing to the Contractor under the Contract Documents, submit the amount so withheld to the appropriate taxing authority on behalf of the Contractor or its Subcontractors or Sub-subcontractors and offset said amount against the Contract Sum.

5.5.2. The Contractor shall secure and pay for all governmental fees, permits and licenses which the Owner is not specifically required to provide and pay for under the Contract Documents.

5.5.3. The Contractor shall pay all royalties and license fees incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others, all of which shall be deemed included in the Contract Sum. The Contractor shall not unlawfully use or install any patented or copyrighted article, and any such unlawful use or installation shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions for infringement of, or otherwise related to, any patent rights or copyrights, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Contract have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner. In the event of any injunction or legal action arising out of any such infringement which has the effect of delaying the Work, the Owner may require the Contractor to substitute such other articles of like kind as will make it possible to proceed with and complete the Work, and all costs and expenses occasioned thereby shall be borne by the Contractor.

5.6. COMPLIANCE WITH LAWS. The Contractor shall, at its cost and expense, comply with each and every Federal, state and local law, ordinance, code, rule and regulation, as well as the lawful order or decree of any public or quasi-public authority, bearing on the performance of the Work specifically including, but not limited to, those specified in Subparagraph 10.1.2., and all applicable building codes. It shall be the responsibility of the Contractor to familiarize itself with all of the same, and any performance of the Work by or on behalf of the Contractor which is not in compliance therewith shall be at the Contractor's sole risk and expense. The Contractor shall notify the Owner prior to execution of the Contract (and, without limiting the duty of such prior notice, continuously thereafter) of any instances where the Contract Documents are, or where the Contractor believes the Contract Documents are, not in compliance with the same.

5.7. TESTS.

5.7.1. If the Contract Documents, or any laws, ordinances, rules, regulations, or any orders or decrees of any public or quasi-public authority having jurisdiction, or common practice in the industry, require or dictate that the Contractor have any portion of the Work inspected, tested or approved, the

Contractor shall advise the Owner in a timely manner (in writing, if practicable) of its readiness and of the date arranged so that the Owner may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests and approvals except as otherwise specified.

5.7.2. The Owner may require any special inspection, testing or approval of the Work not included under Subparagraph 5.7.1., or any more stringent inspection, testing or approval thereof, in which event it shall instruct the Contractor to order such inspection, testing or approval, and the Contractor shall advise the Owner in a timely manner (in writing, if practicable) as in Subparagraph 5.7.1. If such inspection or testing reveals any failure of the Work or the performance thereof to comply with the more stringent of: (a) the requirements of the Contract Documents; (b) applicable industry standards; or (c) applicable laws, ordinances, codes, rules, regulations or orders or decrees of any public or quasi-public authority having jurisdiction, or reveals any defect in the Work, the Contractor shall bear the costs of such inspection or testing and all costs to correct the Work to the satisfaction of the Owner, which, if incurred by the Owner, may be offset by the Owner against any amounts then or thereafter due to the Contractor. If such inspection or testing proves that the Work was performed properly, the Owner shall bear the costs of such inspection or testing.

5.7.3. Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by it to the Owner.

5.8. GENERAL. The duties and responsibilities of the Contractor as set forth in this Article 5 are in addition to, and not in lieu of, other duties and responsibilities of the Contractor enumerated elsewhere in these Contract Documents.

Article 6

SUBCONTRACTORS

6.1. GENERAL. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or the Owner's Representative and any Subcontractor or Sub-subcontractor. However, it is acknowledged that the Owner and Owner's Representative are intended third party beneficiaries of the obligations of the Subcontractors and Sub-subcontractors related to the Work and the Project.

6.2. AWARD OF SUBCONTRACTS.

6.2.1. The Contractor shall, prior to awarding any subcontract, notify the Owner in writing of the names of all Subcontractors proposed for the several parts of the Work and shall include with any such notice the completed insurance information form and any insurance certificates required by this Contract for any proposed Subcontractor. The Owner may also require such lists and information regarding any proposed Sub-subcontractors. The Contractor shall also advise the Owner in writing of any Subcontractor or Sub-subcontractor with which it shares any business relationship or financial interest, and of the nature and extent of any such relationship or interest. No Subcontractor or Sub-subcontractor shall be engaged if objected to by the Owner; provided, however, that if the Owner does not take exception to a Subcontractor or Sub-subcontractor in writing within fifteen (15) days of its receipt of such notification, such Subcontractor or Sub-subcontractor shall be deemed acceptable to the Owner. The Owner shall not be liable to the Contractor in any manner arising out of the Owner's objection to a proposed Subcontractor or Sub-subcontractor. The Contractor shall not terminate the employment of a Subcontractor or Sub-subcontractor engaged in the Work prior to the expiration of that subcontract without good cause shown and the Owner's prior approval after reasonable notice of the Contractor's intent to so terminate.

6.2.2. The Owner may, without any responsibility or liability whatsoever, require the Contractor to utilize any person or organization for any portion of the Work as a Subcontractor or a Sub-subcontractor (herein referred to as a "Nominated Subcontractor" or "Nominated Sub-subcontractor") provided the Owner gave notice of its intention to so nominate any such Subcontractor or Sub-subcontractor prior to execution of the Agreement. The Contractor shall assume full responsibility for any such Nominated Subcontractor or Nominated Sub-subcontractor.

6.2.3. In the event the Owner and Contractor agree that the Owner may participate in any Subcontractor or Sub-subcontractor procurement activities, provided the Owner has informed the Contractor and allowed the Contractor the opportunity to participate and concur with such activities, the Contractor shall assume full responsibility for the results of any such activities including, without limitation, full responsibility for the Subcontractors' or Sub-subcontractors' awarded portions of the Work as a result thereof.

6.2.4. The Owner may assign to the Contractor any contracts or purchase orders entered into between the Owner and any other person or organization in any way related to the Project or the Work, at any time, in which event the Contractor shall assume full responsibility for such person or organization and its portion of the Work as if such person or organization was originally a Subcontractor.

Such assignment may occur by Change Order or other Modification to the Contract, and any increase in the Contract Sum shall be governed by Article 12.

6.3. SUBCONTRACTUAL RELATIONS.

6.3.1. All subcontracts and sub-subcontracts shall be in writing. Each subcontract and sub-subcontract shall contain a reference to this Contract and shall incorporate the terms and conditions hereof to the full extent applicable to the portion of the Work covered thereby. Each Subcontractor must agree, for the benefit of the Owner, to be bound by, and to require each of its Sub-subcontractors to be bound by, such terms and conditions to the full extent applicable to its portion of the Work.

6.3.2. Each subcontract shall provide for its termination by the Contractor if, in the Owner's opinion, the Subcontractor fails to comply with the requirements of the Contract Documents insofar as the same may be applicable to its portion of the Work; and each Subcontractor shall be required to insert a similar provision in each of its sub-subcontracts. In the event of any such failure by a Subcontractor or Sub-subcontractor to comply with the requirements of the Contract Documents, such Subcontractor or Sub-subcontractor, as the case may be, shall, upon the Owner's request, be removed immediately from the Work and shall not again be employed on the Work. Any such failure (specifically including, without limitation, a failure to pay for labor (including applicable fringe benefits) or materials) by a Subcontractor or Sub-subcontractor shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such failure, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Contract have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner.

6.4. PAYMENTS TO SUBCONTRACTORS.

6.4.1. Unless the Owner otherwise agrees or the Contract Documents otherwise provide, the Contractor shall pay each Subcontractor, upon receipt of payments from the Owner, an amount equal to the percentage of completion allowed to the Contractor on account of such Subcontractor's portion of the Work, less a percentage thereof equal to the percentage retained from payments to the Contractor. The Contractor shall also require each Subcontractor to make similar payments due to any Sub-subcontractor.

6.4.2. If the Owner fails to approve a Contractor's Application for Payment, as hereinafter provided, for any cause which is the fault of the Contractor and not the fault of a particular Subcontractor, the Contractor shall nevertheless pay that Subcontractor for its portion of the Work to the extent completed, less the retained percentage, such payment to be made no later than the date payment to the Contractor would otherwise have been made by the Owner.

6.4.3. The Contractor shall pay each Subcontractor its proper share of any insurance monies received by the Contractor under Article 11, and it shall require each Subcontractor to make similar payments due to a Sub-subcontractor.

Article 7 SEPARATE CONTRACTS

7.1. OWNER'S RIGHT TO AWARD SEPARATE CONTRACTS. The Owner reserves the right to award other contracts in connection with the Project or other work on the Job Site on any terms and conditions which the Owner may from time to time determine in its sole discretion (hereinafter referred to as "Separate Contracts"; and such other contractors are hereinafter referred to as "Separate Contractors").

7.2. MUTUAL RESPONSIBILITY OF CONTRACTORS.

7.2.1. The Contractor shall afford all Separate Contractors and the Owner reasonable opportunity for the introduction and storage of their materials and equipment and for the execution of their work and shall properly cooperate, connect and coordinate the Work with such other work as shall be in the best interest of the Project as determined by the Owner.

7.2.2. If the execution or result of any part of the Work depends upon any work of the Owner or of any Separate Contractor, the Contractor shall, prior to proceeding with the Work, inspect and promptly report to the Owner in writing any apparent discrepancies or defects in such work of the Owner or of any Separate Contractor that render it unsuitable for the proper execution or result of any part of the Work. Failure of the Contractor to so inspect and report shall constitute an acceptance of the Owner's or Separate Contractor's work as fit and proper to receive the Work, except as to defects which may develop in the Owner's or Separate Contractor's work after completion of the Work and which the Contractor could not have discovered by its inspection prior to completion of the Work.

7.2.3. Should the Contractor cause damage to the work or property of the Owner or of any Separate Contractor on the Project, or to other work on the Job Site, or delay or interfere with the Owner's or any Separate Contractor's work, the Contractor shall be liable for the same; and, in the case of a Separate Contractor, the Contractor shall attempt to settle said claim with such Separate Contractor prior to such Separate Contractor's institution of litigation or other proceedings against the Contractor. If so requested by the parties to the dispute, the Owner may, but shall not be obligated to, arbitrate the dispute, in which event the decision of the Owner shall be final and binding on the parties to the dispute. Any such damage to the work or property of the Owner or of any Separate Contractor on the Project, or to other work on the Job Site, or delay or interfere with the Owner's or any Separate Contractor's work shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such damage, delay or interference, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Contract have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner.

7.2.4. Should any Separate Contractor cause damage to the Work or to the property of the Contractor or cause delay or interference with the Contractor's performance of the Work, the Contractor shall present to such Separate Contractor any claims it may have as a result of such damage, delay or interference (with an information copy to the Owner) and shall attempt to settle its claim against such Separate Contractor prior to the institution of litigation or other proceedings against such Separate Contractor. If so requested by the parties to the dispute, the Owner may, but shall not be obligated to, arbitrate the dispute, in which event the decision of the Owner shall be final and binding on the parties to the dispute. In no event shall the Contractor seek to recover from the Owner, the Owner's Representative or the Architect/Engineer, and the Contractor hereby represents that it will not seek to recover from them, any costs, expenses or losses incurred by the Contractor as a result of any damage to the Work or property of the Contractor or any delay or interference caused or allegedly caused by any Separate Contractor.

7.2.5. If a dispute arises between the Contractor and any Separate Contractor as to the responsibility for cleaning as required by the Contract Documents, the Owner may clean and charge the cost thereof to the responsible contractor, or apportion it among the several responsible contractors, as the Owner shall determine to be just.

Article 8 TIME

8.1. DEFINITIONS.

8.1.1. Whenever the word "day" is used in the Contract Documents, it shall mean a calendar day unless otherwise specifically provided.

8.1.2. The Date of Commencement of the Work is the date established in a written notice to proceed. If there is no notice to proceed, it shall be the date of the Agreement or such other date as may be established by the Owner in writing.

8.1.3. The Date of Substantial Completion of the Work (or "Substantial Completion") is the date, certified by the Owner, when all construction is sufficiently complete in accordance with the Contract Documents that the Owner may, if it so elects, occupy and use the Work or designated portion thereof for the purpose for which it was intended.

8.2. PROGRESS AND COMPLETION; SCHEDULING.

8.2.1. All times and dates stated in the Contract Documents including, without limitation, those for the Commencement, prosecution, Milestones, Substantial Completion and final completion of the Work and for the delivery and installation of materials and equipment, are of the essence of the Contract.

8.2.2. The Contractor shall begin the Work on the Date of Commencement and shall perform the Work diligently, expeditiously and with adequate resources so as to meet all Milestones and complete all the Work within the Contract Time. The scheduling of the Work shall be performed and monitored by the Contractor utilizing a method to be chosen by the Owner. The Contractor (and its Subcontractors, if the Owner requires) shall furnish all scheduling information requested by the Owner (in such form and detail as requested for the particular portion of the Work; herein referred to as the "Schedule" or "Schedules") within two (2) weeks of the Owner's request, shall revise the same from time to time thereafter when so requested by the Owner, and shall attend such meetings concerning scheduling as the Owner may call from time to time. The Contractor shall comply with any Schedule or Schedules established by it and approved by the Owner, or established by the Owner with respect to the Commencement, performance, Milestones or completion of the whole or various portions of the Work. With respect to any portion of the Work for which a Schedule has not been established, the Contractor shall commence such portion of the Work within three (3) days of the date on which the Owner directs such commencement and shall thereafter prosecute and complete the same with all due diligence or as otherwise directed by the Owner. Neither the scheduling information submitted by the Contractor or its Subcontractors, the acceptance or approval thereof by the Owner nor the establishment or implementation of, or failure to establish or implement, Schedules by the Owner shall relieve the Contractor of its obligation to perform and complete the Work in a timely manner or to otherwise perform in accordance with the Contract Documents.

8.2.3. Float or slack time associated with any one chain of activities is defined as the amount of time between earliest start date and latest start date or between earliest finish date and latest finish date for such activities, as set forth in an approved Schedule for the Work (assuming the critical path method is used), including any revisions or updates thereto. Float or slack time is not for the exclusive use or benefit of either the Owner or the Contractor. However, if float time associated with any chain of activities is expended but not exceeded by any actions attributable to the Owner, the Contractor shall not be entitled to an extension in the Contract Time.

8.3. DELAYS, EXTENSIONS OF TIME AND OVERTIME.

8.3.1. The time during which the Contractor is delayed in the performance of the Work by the acts or omissions of the Owner, the Owner's Representative, acts of God, unusually severe and abnormal climatic conditions or other conditions beyond the Contractor's control and which the Contractor could not reasonably have foreseen and provided against, shall be added to the Contract Time stated in the Agreement; provided, however, that no claim by the Contractor for an extension of time for such delays shall be considered unless made in accordance with Paragraph 13.1.

8.3.2. The Owner and the Owner's Representative shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against them, on account of, any damages, costs or expenses of any nature whatsoever which the Contractor, its Subcontractors or Sub-subcontractors may incur as a result of any delays, interferences, suspensions, rescheduling, changes in sequence, congestion, disruptions or the like, arising from or out of any act or omission of the Owner, or any of the events referred to in Subparagraph 8.3.1. above, it being understood and agreed that the Contractor's sole and exclusive remedy in such event shall be an extension of the Contract Time, but only if claim is properly made in accordance with the provisions of Paragraph 13.1.

8.3.3. Whenever, in the opinion of the Owner, the Work falls behind Schedule due to the fault of the Contractor, the Contractor shall, to the extent necessary to meet said Schedule, increase its labor force and/or provide overtime, extra shifts, Saturday, and Sunday and/or holiday work, and shall have each Subcontractor do likewise, all at no additional cost to or compensation from the Owner. Further, the Owner shall have the right to offset against any amounts then or thereafter due to the Contractor, or to be reimbursed by the Contractor for, any additional costs the Owner may incur as a direct result of said increase in labor force or overtime, extra shifts, Saturday, Sunday and/or holiday work.

8.3.4. The Owner may, in its sole discretion and for any reason, direct the Contractor to accelerate the Schedule of performance by providing overtime, extra shifts, Saturday, Sunday and/or holiday work and/or by having all or any Subcontractors or Sub-subcontractors designated by the Owner provide overtime, extra shifts, Saturday, Sunday and/or holiday work.

8.3.4.1. In the event of overtime, extra shifts, Saturday, Sunday or holiday work by the Contractor's own forces pursuant to this Subparagraph 8.3.4., the Owner's sole and exclusive obligation

to the Contractor (except as hereinafter provided) on account thereof shall be to reimburse the Contractor for the direct cost to the Contractor of the premium time (or shift differential for any extra shifts) for all labor utilized by the Contractor in such overtime, extra shifts, Saturday, Sunday or holiday work (but not for the straight time costs of such labor, together with any Social Security and state or federal unemployment insurance taxes in connection with such premium time (or shift differential for any extra shifts)).

8.3.4.2. In the event of overtime, extra shifts, Saturday, Sunday or holiday work by a Subcontractor pursuant to this Subparagraph 8.3.4., the Owner's sole and exclusive obligation to the Contractor (except as hereinafter provided) on account thereof shall be to reimburse the Contractor for the direct cost to the Subcontractor for the premium time (or shift differential for any extra shifts) of all labor utilized in such overtime, extra shifts, Saturday, Sunday or holiday work (but not for the straight time cost of such labor), together with any Social Security and state or federal unemployment insurance taxes in connection with such premium time.

8.3.4.3. Anything in the foregoing to the contrary notwithstanding, should the Owner's direction to the Contractor to accelerate the Schedule of performance pursuant to this Subparagraph 8.3.4. require the Contractor's or a Subcontractor's forces to work in excess of fifty (50) hours per week for a period in excess of four (4) consecutive weeks, the Owner shall pay to the Contractor, for each consecutive week after the fourth consecutive week in which the same forces are required to work in excess of fifty (50) hours, an additional amount equivalent to ten percent (10%) of the gross wages of Job Site labor, less payroll costs as defined in Subparagraph 12.2.1., paid to such forces on account of such overtime, Saturday, Sunday or holiday work pursuant to this Subparagraph 8.3.4. Such acceleration shall be referred to as "Extended Acceleration", and the payment described herein shall be the sole and exclusive remedy for such Extended Acceleration including, without limitation, all inefficiencies, impacts, added supervision and overhead, ripple effect or any other costs or expenses of any kind. Anything in this Subparagraph 8.3.4.3. to the contrary notwithstanding, the Owner shall have no obligation to make payments on account of overtime, Saturday, Sunday or holiday work ordered pursuant hereto unless: (a) the Contractor shall submit to the Owner, for the Owner's review and approval, duly authenticated time tickets evidencing the hours of overtime, Saturday, Sunday or holiday work performed pursuant to this Subparagraph 8.3.4.3. by the end of the day on which performed and recapped in summary form; and (b) the Contractor shall include with its request for reimbursement a duplicate of each of the foregoing time tickets and such other substantiation of costs reimbursable hereunder as the Owner may require. If overtime, extra shifts, Saturday, Sunday or holiday work is performed in part pursuant to Subparagraph 8.3.3. and in part pursuant to this Subparagraph 8.3.4.3., the provisions of this Subparagraph 8.3.4.3. calling for payments by the Owner on account thereof shall only apply to such work performed pursuant to this Subparagraph 8.3.4.3.

8.4. TEMPORARY SUSPENSION OF WORK. The Owner shall have the authority to suspend the Work, in whole or in part, for such periods and such reasons as it may deem necessary or desirable, in its sole discretion including, without limitation: (a) unsuitable weather; (b) other conditions considered unfavorable for the suitable prosecution of the Work; (c) special events; and/or (d) other conditions considered adverse to the best interests of the Owner. Any such suspension shall be in writing to the Contractor. The Contractor shall immediately obey such orders of the Owner and shall not resume the Work until so ordered in writing by the Owner. No such temporary suspension of the Work, for periods of time up to thirty (30) consecutive days, shall be the basis of a claim by the Contractor for any increase in the Contract Sum or for any other damages, losses, costs or expenses whatsoever, all of which claims the Contractor hereby expressly waives. The Contractor shall be entitled to an extension of the Contract Time not to exceed the length of time that the Work was suspended provided the claim is submitted in accordance with Paragraph 13.1. and the suspension is not due to an act or omission of the Contractor, any Subcontractor or Sub-subcontractor.

Article 9

PAYMENTS AND COMPLETION

9.1. APPLICATION FOR PAYMENT; PASSAGE OF TITLE.

9.1.1. The "Payment Application Date" shall be that day of each calendar month designated in the Agreement when the Contractor shall deliver the "Application for Payment," as hereinafter defined, to the Owner.

9.1.2. The "Application for Payment" shall be an invoice prepared by the Contractor and submitted to the Owner in accordance with the Contract Documents. It shall show in detail all monies properly payable to the Contractor in accordance with the previously approved Schedule of Values, including those items of labor, materials and equipment used or incorporated in the Work (and, if the Owner has agreed in advance in writing, suitably stored at the Job Site) through and including the Payment Application Date. The Application for Payment shall have, as attachments, waivers of mechanics' and materialmen's liens by the Contractor and its Subcontractors and Sub-subcontractors

as of the date of submission of the Application for Payment, which waivers shall conform in all material respects with the then current provisions of Part I, Chapter 713, Florida Statutes (or any successor thereto), and such other evidence of performance of the Work, the costs thereof and payment therefor as the Owner may deem necessary or desirable.

9.1.3. The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment shall pass to the Owner, free and clear of all liens, claims, security interests or encumbrances, upon the sooner occurrence of: (a) the delivery of any such materials or equipment to the Job Site; or (b) the tender of payment of the applicable Application for Payment by the Owner to the Contractor; and that no Work, materials or equipment covered by an Application for Payment shall have been acquired, whether by the Contractor or by any Subcontractor or Sub-subcontractor, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. The passage of title to the Owner as provided herein shall not alter or limit the obligations and duties of the Contractor with respect to the Work and the materials or equipment incorporated therein or used in connection therewith as set forth in the Contract Documents.

9.2. APPROVALS OF APPLICATIONS FOR PAYMENT.

9.2.1. If the Contractor has submitted an Application for Payment in the manner prescribed in the Contract Documents, the Owner shall, with reasonable promptness, approve the same (or such portions thereof covering amounts it determines to be properly due) or shall state in writing its reasons for withholding its approval (whether of all or a part).

9.2.2. The Owner's approval of an Application for Payment shall not constitute a representation by the Owner that the conditions precedent to the Contractor's entitlement to payment have been fulfilled, nor shall approval of an Application for Payment by the Owner be deemed a representation by the Owner: (a) that it has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (b) that it has reviewed the construction means, methods, techniques, sequences, coordination or procedures, or the cleanliness of the Job Site, or the safety precautions and programs, in connection with the Work; (c) that it has made any examination to ascertain how or for what purposes the Contractor has used the monies previously paid on account of the Contract Sum.

9.2.3. No approval of an Application for Payment, progress payment or any beneficial, partial or entire use or occupancy of the Project by the Owner shall constitute an acceptance of any Work which is not in accordance with the Contract Documents; and regardless of approval of an Application for Payment by the Owner, the Contractor shall remain totally obligated and liable for the performance of the Work in strict compliance with the Contract Documents.

9.2.4. Subject to the Owner's rights to offset or withhold as set forth in these General Conditions, after the Owner has approved an Application for Payment, in whole or in part, it shall make payment of the amount approved to the Contractor as provided in the Contract Documents.

9.3. PAYMENTS WITHHELD; OWNER'S RIGHT TO MAKE DIRECT PAYMENTS FOR WORK.

9.3.1. The Owner may withhold its approval of an Application for Payment, in whole or in part, or nullify the whole or any part of an approval previously given, if it determines that the Application for Payment covers portions of the Work which have not, in fact, been completed, or that it includes amounts for claims allegedly made but not actually made (or subsequently withdrawn), and/or for which payment is not then due or if, and to the extent that, it deems it necessary or desirable to protect itself against loss or damage due to: (a) defective Work not remedied; (b) Contractor, Subcontractor, Sub-subcontractor or third party claims, disputes or liens or reasonable evidence indicating such claims, disputes or liens; (c) failure or alleged failure of the Contractor to make payments to Subcontractors (or of Subcontractors to make payments to Sub-subcontractors) as required by the Contract Documents, or failure to provide lien waivers for previous payments; (d) inability, or reasonable doubt as to the ability, of the Contractor to complete the Work within the Contract Time, for the unpaid balance of the Contract Sum or within the estimates prepared by the Contractor and submitted to and approved by the Owner; (e) damage to the Owner or a Separate Contractor; (f) unsatisfactory prosecution of the Work by the Contractor, its Subcontractors or Sub-subcontractors; (g) failure of the Contractor to maintain the Job Site in a clean and safe condition; (h) failure of the Contractor to meet any other monetary obligation imposed upon it pursuant to the Contract Documents; or (i) failure of the Contractor to comply with any other provision of the Contract Documents.

9.3.2. The Owner after giving the Contractor appropriate notice, may make payments on account of labor, materials and/or equipment for the Work directly to the Subcontractors, Sub-subcontractors or persons entitled to the same in lieu of paying the Contractor therefor or make joint payment to any such person and the Contractor. Any amounts so paid shall be credited against the Contract Sum. No such payment shall create any relationship between the recipient thereof and the Owner, nor any duty

on the part of the Owner. The Contractor shall cooperate with the Owner to facilitate any such direct payments and shall provide such evidence as the Owner may request for purposes of determining any amount to be so paid. If the Owner elects to make such payments as a result of a failure on the part of the Contractor to perform in accordance with the Contract, or as a result of a request from the Contractor that the Owner make such payments, then the Owner may offset or credit the amount of its administrative costs incurred in making said such payments against the Contract Sum or render an invoice to the Contractor for such administrative costs, which invoice the Contractor shall pay promptly.

9.4. SUBSTANTIAL COMPLETION AND FINAL PAYMENT.

9.4.1. At such time as the Contractor deems the Work to be Substantially Complete, the Contractor shall so notify the Owner and prepare and submit to the Owner a list of items to be completed and/or corrected and its final bill, including itemized projected amounts for any portions of the Work not yet completed. The failure to include any items on such list shall not alter the responsibility of the Contractor to complete and/or correct the Work in accordance with the Contract Documents. When the Owner, on the basis of an inspection, confirms the notification from the Contractor that the Work is Substantially Completed or, without being notified by the Contractor, determines that the Work is Substantially Completed, it shall prepare and deliver to the Contractor a Certificate of Substantial Completion which may state the responsibilities of the Owner and the Contractor for maintenance, heat, utilities and insurance and it shall, within twenty (20) days from the date of the Certificate of Substantial Completion, prepare and deliver to the Contractor a Punch List, in the form provided by the Owner, which sets forth those items determined by the Owner to require completion or correction, as applicable, and fix the time within which the Contractor shall complete or correct the items listed and complete all obligations required by the Contract Documents and submit to the Owner all documents and other matters required by the Contract Documents to be submitted by the Contractor upon completion of the Work. Failure of the Owner to prepare and deliver to the Contractor a Punch List shall not constitute a waiver of the Owner's rights or remedies under the Contract Documents nor release the Contractor of its obligations to complete the Work in accordance with the Contract Documents. The Certificate of Substantial Completion shall constitute a demand for an Application for Payment (including all costs, claims or fees for any outstanding Change Orders, or any other matter which the Contractor has not previously waived pursuant to the General Conditions, and itemized projections for any incomplete Work), and the Contractor shall be deemed conclusively to have waived the right to payment of any such item, fee or cost of any kind not billed to the Owner within thirty (30) days of delivery to the Contractor of the Certificate of Substantial Completion. The issuance of the Certificate of Substantial Completion shall not constitute a waiver of any rights of the Owner, including without limitation the right to those retainages permitted by the Contract Documents. If the Contractor does not complete and/or correct the items listed in the Punch List within the time fixed therein, the Owner shall have the right to accomplish the same and offset all costs thereof against any amounts then or thereafter due to the Contractor. If the amounts then or thereafter due to the Contractor are not sufficient to cover such costs, the Contractor shall pay the difference to the Owner. The Owner's decision as to the Date of Substantial Completion shall be final and binding.

9.4.2. Within a reasonable time following the Owner's receipt of written notification from the Contractor that the Work is ready for final inspection and acceptance and that the Contractor has completed all items set forth on the Punch List, including, delivery of the final Application for Payment, the Owner shall make such inspection and, when the Work is found to be acceptable under the Contract Documents and the Contract fully performed, shall certify completion of the Punch List, including approval of the final Application for Payment; provided, however, Owner shall not be required to certify completion of the Punch List and, therefore, neither final payment nor any retainage shall become due, until the Contractor submits to the Owner: (a) an affidavit, in a form approved by the Owner, that all payrolls, bills for materials and equipment and other indebtednesses connected with the Work for which the Owner or its property might in any way be responsible have been paid in full or otherwise satisfied; (b) consent of sureties, if any, to final payment; (c) all Contract Documents (except one set thereof to be retained by the Contractor), including, without limitation, a completed set of as-builts and record documents (as defined in and to the extent required by the Specifications); (d) such other data as the Owner may require establishing payment or satisfaction of all obligations of the Contractor in connection with the Work including, without limitation, receipt of final satisfaction and releases and waivers of lien and releases of any and all claims by the Contractor, Subcontractors and Sub-subcontractors, conforming in all material respects with the then current provisions of Part I, Chapter 713, Florida Statutes (or any successor thereto) and evidencing performance of the Work in accordance with the Contract Documents; (e) a release of the Owner and its insurers from and against any claims under the insurance required to be provided by the Owner hereunder (except to the extent of any claims theretofore timely filed which are owing but unpaid) and a release of the Owner from and against any claims between the Contractor and a separate contractor; (f) any governmental certificates required by the Contract Documents or otherwise to evidence compliance of the Contractor and the Work with applicable laws, ordinances, rules, codes, regulations and the Contract Documents; and (g) warranties, guarantees, assignments thereof, and maintenance or other manuals, required by the Specifications in the forms approved by the Owner, in favor of the Owner and such other persons as the Owner may direct (notwithstanding the foregoing, by execution of the Agreement, the Contractor

shall be deemed to have guaranteed to the Owner the matters contained in the attached form of guarantee incorporated by reference into the Agreement); and (h) a fully and properly executed Close-out Change Order, with all of its fully and properly executed Exhibits, in the form attached to the Agreement.

9.4.3. The making of final payment shall not constitute a waiver of any claims or rights by the Owner.

9.4.4. The acceptance of final payment shall constitute a waiver of all claims by the Contractor and shall constitute a general release of the Owner, the Owner's Representative and the Architect/Engineer by the Contractor.

9.4.5. If any Subcontractor or Sub-subcontractor refuses to furnish any release, satisfaction or waiver of lien required at any time by the Owner under Paragraphs 9.1., 9.3. or 9.4., or files a claim of lien against the Owner's property, the Contractor shall, if requested by the Owner and at the Contractor's expense, furnish a bond (separate and apart from any other bond provided by the Contractor hereunder) satisfactory to the Owner to exempt the Owner and its property from and against any such lien. The Contractor authorizes the Owner, and shall cause its Subcontractors and Sub-subcontractors to authorize the Owner, to check directly with any suppliers of labor and material with respect to any item chargeable to the Owner's property, to confirm balances due and to obtain sworn statements and waivers of lien, all if the Owner so elects. If any lien remains unsatisfied after all payments are made to the Contractor, the Contractor shall reimburse the Owner on account of all monies that the latter may be compelled to pay in discharging such lien, including all costs and attorneys' fees.

9.5. BENEFICIAL USE AND OCCUPANCY; PARTIAL SUBSTANTIAL COMPLETION.

9.5.1. The Owner reserves the right, at its option and convenience, to occupy or otherwise make use of all or any part of the Project or equipment at any time prior to completion of the Work upon two (2) days written notice to the Contractor (referred to herein as "Beneficial Occupancy"). The Owner shall use its best efforts to prevent such occupancy from interfering with the performance of the remaining Work; provided, however, that the Owner shall not be liable for any delays or additional costs of any nature caused by such occupancy.

9.5.2. Beneficial Occupancy shall not constitute acceptance by the Owner or the Owner's Representative of the completed Work or any portion thereof, shall not relieve the Contractor of its full responsibility for correcting defective Work and repairing the Work, shall not be deemed to be the equivalent of completion of the Work, shall not relieve the Contractor from its obligation to complete the Punch List, and shall not entitle the Contractor to any increase in the Contract Sum.

9.5.3. Anything in this Paragraph 9.5. to the contrary notwithstanding, the Owner may certify any portion of the Work to be occupied or used hereunder to be Substantially Completed and shall prepare and deliver to the Contractor a Certificate of Partial Substantial Completion for such portion of the Work. The Owner shall, within twenty (20) days from the date of the Certificate of Partial Substantial Completion, prepare and deliver to the Contractor a Punch List, in the form provided by the Owner, and, upon the Contractor's timely completion or correction of the items on the Punch List and the Owner's approval thereof, accept that portion of the Work. Failure of the Owner to prepare and deliver to the Contractor a Punch List, shall not constitute a waiver of the Owner's rights or remedies under the Contract Documents nor release the Contractor of its obligations to complete the Work in accordance with the Contract Documents. The provisions of Paragraph 9.4., except as they relate to the Contractor's obligations to complete or correct the Work in accordance with the Contract Documents, shall not apply to such Partial Substantial Completion, but the provisions of Subparagraph 14.2.2. shall apply to the portion of the Work which the Owner certifies to be Substantially Completed.

Article 10 PROTECTION OF PERSONS AND PROPERTY

10.1. RESPONSIBILITY FOR SAFETY AND HEALTH.

10.1.1. The Contractor shall be responsible for initiating, maintaining and supervising safety and anti-substance abuse precautions and programs in connection with the Work, and shall provide all protection to prevent injury to all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner who may visit or be affected thereby. These precautions shall include, but in no event be limited to: the posting of danger signs and personal notification to all affected persons of the existence of a hazard of whatever nature; the furnishing and maintaining of necessary traffic control barricades and flagman services; the use, or storage, removal and disposal of required explosives or other hazardous materials only under the supervision of qualified personnel and after first obtaining permission of all applicable governmental authorities; and the maintenance of adequate quantities of both hose and operable fire extinguishers at the Job Site. The Contractor shall set forth in writing its safety and anti-

substance abuse precautions and programs in connection with the Work and, if requested by the Owner, submit the same to the Owner for review. The Owner may, but shall not be obligated to, make suggestions and recommendations to the Contractor with respect thereto.

10.1.2. All Work, whether performed by the Contractor, its Subcontractors or Sub-subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliances, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to: (a) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended, and all rules and regulations now or hereafter in effect pursuant to said Act; and (b) all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

10.1.3. The Contractor shall designate a responsible member of its organization at the Job Site as the Project Safety Officer, whose duties it shall be to enforce the Contractor's safety and anti-substance abuse programs, to assure compliance with Subparagraph 10.1.2 and to prevent accidents. This person shall be the Contractor's Project Manager unless otherwise designated in writing by the Contractor and approved by the Owner. The Contractor shall further cause each of its Subcontractors and Sub-subcontractors to designate a responsible supervisory representative to assist the Contractor's Project Safety Officer Representative in the performance of his or her duties as aforesaid.

10.1.4. Should the Contractor fail to provide a safe area for the performance of the Work or any portion thereof, the Owner shall have the right, but not the obligation, to suspend Work in the unsafe area. All costs of any nature (including, without limitation, overtime pay) resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.

10.1.5. The Contractor shall provide to each worker on the Job Site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Job Site who fails or refuses to use the same. The Owner shall have the right, but not the obligation, to order the Contractor to send a worker home for the day or to discharge a worker for his or her failure to comply with safe practices or anti-substance abuse policies, with which order the Contractor shall promptly comply.

10.1.6. Any failure of the Contractor, its Subcontractors or Sub-subcontractors or anyone directly or indirectly employed by any of them or for whose acts any of them may be responsible, to comply with the provisions of Paragraph 10.1. shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such failure, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Contract have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner. The Contractor shall not be relieved of its responsibilities under this Paragraph 10.1. should the Owner act or fail to act pursuant to its rights hereunder, nor shall the Owner thereby assume, nor be deemed to have assumed, any responsibilities otherwise imposed upon the Contractor by this Contract, or in any other manner whatsoever.

10.1.7 The Contractor shall not be relieved of its responsibilities under this Paragraph 10.1. should the Owner act or fail to act pursuant to its rights hereunder, nor shall the Owner thereby assume, nor be deemed to have assumed, any responsibilities otherwise imposed upon the Contractor by this Contract, or in any other manner whatsoever.

10.2. PROTECTION OF WORK AND PROPERTY; RESPONSIBILITY FOR LOSS.

10.2.1. The Contractor shall, throughout the performance of the Work, maintain adequate and continuous protection of all Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the Owner and third parties from loss or damage from whatever cause arising out of the performance of the Work and shall comply with the requirements of the Owner and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to property as a result of fire or other hazards. The Owner may, but shall not be required to, make periodic patrols of the Job Site as a part of its normal security program. In such event, however, the Contractor shall not be relieved of its aforesaid responsibilities.

10.2.2. Until final acceptance of the Work by the Owner pursuant to Paragraph 9.4. (unless and to the extent otherwise set forth in a Certificate of Substantial Completion), the Contractor shall have full and complete charge and care of and, except as otherwise provided in this Subparagraph 10.2.2., shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including Owner-furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever. The Contractor shall rebuild, repair, restore and make good all losses of, and injuries or damages to, the Work or any portion thereof (specifically including Owner-furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) before final acceptance of the Work. Such rebuilding, repair or restoration shall be at the Contractor's sole cost and expense unless the loss, injury or damage requiring such rebuilding, repair or restoration: (a) is directly due to errors in the Contract Documents which were not discovered by the Contractor and which the Contractor could not have discovered through the exercise of due diligence; (b) is caused by the Owner (unless (i) the Contractor has waived its rights of subrogation against the Owner on account thereof as provided in the Contract Documents, or (ii) such loss or damage would be covered by any policy or policies of insurance which the Contractor is required to maintain hereunder, whether the Contractor actually maintains such insurance or not, or (iii) is otherwise covered by a policy or policies of insurance maintained by the Contractor, whether or not required hereunder); or (c) is caused by a hazard against which the Owner is required to insure under the provisions of Article 11 hereof; provided, however, that if the loss, injury or damage would not have occurred but for the negligent act or omission of the Contractor, any of its Subcontractors or Sub-subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, the rebuilding, repair or restoration shall be at the Contractor's cost and expense to the extent of the deductible on said insurance.

10.3.SURFACE OR SUBSURFACE WATER. Surface or subsurface water or other fluid shall not be permitted to accumulate in excavations or under structures. Should such conditions develop or be encountered, the water or other fluid shall be controlled and suitably disposed of by means of temporary pumps, piping, drainage lines and ditches, dams or other methods approved by the Owner in writing. The proposed location and coordination of temporary channels and conduits conducting accumulated water from the Job Site shall be submitted to the Owner for its prior written approval. All such work shall be done at the sole expense of the Contractor.

10.4.EMERGENCIES. In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage, injury or loss or to remedy said violation, whichever is applicable, failing which the Owner may immediately take whatever action it deems necessary, including, but not limited to, suspending the Work as provided in Paragraph 8.4. Any failure by the Contractor to so act or so remedy a violation shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining to or otherwise related to any such failure to act or remedy a violation, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Contract have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner. If the Contractor shall be entitled to any additional compensation or extension of time claimed on account of emergency work not due to the fault or neglect of the Contractor or its Subcontractors or Sub-subcontractors, it shall be handled as a claim as provided in Article 13.

10.5. CLEANUP. The Contractor shall at all times keep the Job Site clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by his performance of the Work, and shall continuously throughout performance of the Work remove and dispose of all such materials from the Job Site and the Project. The Owner may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the Owner may make known to the Contractor. In the event the Contractor fails to keep the Job Site clean and free from such waste or rubbish, or to comply with such standards, means and methods, the Owner may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the Owner in undertaking such action against any sums then or thereafter due to the Contractor. The Contractor shall notify the Owner in advance of the generation, importation, storage, transportation or disposal, of any hazardous waste, toxic materials or contaminants of any type in connection with the Project.

10.6. OWNER'S STANDARDS. The Owner reserves the right, but assumes no duty, to establish and enforce standards, and to change the same from time to time, for the protection of persons and property, with which the Contractor shall comply, and to review the efficiency of all protective measures taken by the Contractor. The exercise of or failure to exercise any or all of these acts by the Owner shall not relieve the Contractor of its duties and responsibilities under this Contract, and the Owner shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Contractor.

Article 11 INSURANCE

11.1. COMMERCIAL INSURANCE/INDEMNIFICATION. The Contractor shall at its expense procure and maintain during the life of this Contract (and shall require the same from its Subcontractors and Sub-subcontractors) the following types and minimum amounts of insurance:

- i. Commercial General Liability Contractor shall procure and maintain for the life of this agreement commercial liability insurance with minimum coverage limits not less than
 - (a) One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury;
 - (b) One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations; and
 - (c) Policy must include coverage for contractual liability and independent contractors; and
- ii. Automobile Liability Contractor shall procure and maintain for the life of this agreement commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations.
- iii. Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with minimum limits of \$1,000,000 per occurrence;
- iv. Umbrella Liability on a follow-form basis providing coverage excess of the underlying policies required by i, ii, and iii above in an amount of at least \$1,000,000 per occurrence;
- v. Builders' Risk Insurance. Contractor shall procure and maintain builder's risk insurance upon the subject Work at the site in an amount not less than the full replacement value of the project thereof. This insurance shall include the interests of the Owner, Contractor, subcontractors, District Engineer, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a named insured.
- vi. Professional Liability/Errors and Omissions Insurance. Contractor shall procure and maintain, for a period of at least Five (5) Years from the date of acceptance of the work by the District, a policy of professional liability/error and omissions insurance in an amount not less than \$1,000,000 per claim.
- vii. Pollution and Remediation Legal Liability Insurance (Hazardous Materials). If not otherwise included in Contractor's Commercial General Liability Insurance coverage, Contractor shall procure and maintain, for a period of Three (3) Years after final completion of the Project, pollution liability insurance coverage for claims arising from the discharge, dispersal, release, or escape of any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse, or body of water, including groundwater, in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit. This shall include coverage for claims of: (a) clean up, either on-site or off site; (b) third party liability, including bodily injury, property damage, natural resource damage, third party property loss of use/revenue, and clean up; and/or (c) costs incurred for the investigation, defense, or settlement of claims.
- viii. Installation Floater Insurance. Contractor shall procure and maintain a policy of installation floater insurance to over damages or destruction to equipment being installed or otherwise being handled or stored by the Contractor. The amount of coverage should be adequate to provide full replacement value of the equipment otherwise being handled or stored on or off premises or in transit. All risks coverage shall be provided either in a single policy or in a combination of underlying and umbrella on excess policies.

- ix. If work will include the use or operation of any crane, total limit of Umbrella liability insurance will be at least \$4 million.
- x. If Contractor is using any kind of aircraft including unmanned aerial vehicles (drones) then use must be approved by Owner and liability insurance satisfactory to Owner must be obtained.

Contractor is not required to commercially insure its owned, rented or borrowed machinery, tools, equipment, office trailers, vehicles, and other property but agrees that Owner is not responsible for and Contractor holds Owner harmless for loss, damage or theft of such items.

OTHER MISCELLANEOUS INSURANCE PROVISIONS. (1) These insurance requirements shall not relieve or limit the liability of Contractor. District does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Contractor's interests or liabilities but are merely minimums. No insurance is provided by the District under any contract to cover Contractor. (2) No work shall be commenced under any contract until the required Certificate(s) of Insurance have been provided. Work shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. Insurance written on a "Claims Made" form is not acceptable without consultation with District's Risk Management. (3) Contractor shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests/cross-liability provision so that the "Central Florida Tourism Oversight District" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

- A. All insurance required under this Article shall be with companies and on forms authorized to issue insurance in Florida and with an insurer financial strength rating from AM Best of no less than A- or an equivalent rating from a similar, recognized ratings agency unless such requirements are waived, in writing, by the Owner's Risk Manager. Certificates of insurance (or copies of policies, if required by the Owner) shall be furnished to the Owner at vendors@oversightdistrict.org.
- B. CANCELLATION AND FAILURE TO MAINTAIN REQUIRED COVERAGE. All such insurance required by this Article shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Contractor, who agrees to promptly relay any such notice received to Owner. In the event that Contractor fails to obtain or maintain in full force and effect any required insurance coverage, the District may procure same from insurance carriers as the District may deem proper, irrespective that a lesser premium for such insurance coverage may be available, and Contractor shall pay, upon demand by District, any and all premiums, costs, charges and expenses incurred or expended by District in obtaining such insurance. Notwithstanding the foregoing, in the event District is forced to procure the required insurance coverage due to Contractor's failure to comply with these Insurance Requirements, District shall in no manner be liable to Contractor for any insufficiency or failure of coverage with regard to same or any loss to Contractor occasioned thereby. Additionally, the procurement of such insurance coverage shall not relieve Contractor of its obligation to maintain said coverage in the types and amounts specified herein and Contractor shall nevertheless hold District harmless from any loss or damage incurred or suffered by District from Contractor's failure to maintain said coverage.
- C. ADDITIONAL INSUREDS. The District shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this section with the exception of Workers' Compensation and Professional Liability policies. Contractor's Worker's Compensation policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. Contractor's Commercial General Liability policy shall be endorsed with a CG 20 26 04 13 Additional Insured - Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Contractor.
- D. WAIVERS. The Contractor hereby waives, and will require its Subcontractors and Sub-subcontractors to waive and to require its and their insurers to waive their rights of recovery or subrogation against the Owner and its affiliated entities, supervisors, officers, employees, agents and assigns.
- E. CLAIMS. The Contractor and its Subcontractors and Sub-subcontractors shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of the operations conducted under or in connection with the Work and shall cooperate with the insurance carrier or carriers of the Owner and of the Contractor, its Subcontractors and Sub-subcontractors in all litigated claims and demands which arise out of said operations and which the said insurance carrier or carriers are called upon to adjust or resist.

- F. **INDEMNIFICATION.** The Contractor shall indemnify the Owner from and against any and all claims, suits, judgments, damages, losses and expenses (including attorneys' fees) of any nature whatsoever to the extent caused by the negligence, recklessness or intentional wrongful misconduct (which includes, without limitation, any failure of the Contractor or any of its Subcontractors or Sub-subcontractors to perform and complete the Work in strict compliance with the Contract Documents, unless such failure has been specifically waived by the Owner in writing upon final acceptance of the Work) of the Contractor or any persons employed or utilized by the Contractor in the performance of the Contract, including without limitation, any Subcontractor or Sub-subcontractor (or their employees), utilized by the Contractor in the performance of the Work. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

Article 12 CHANGES IN THE WORK

12.1.CHANGE ORDERS AND DIRECTIVES. The Owner may, without affecting the validity of the Contract Documents or any term or condition thereof, issue Change Orders, or Directives, or give other orders and instructions regarding the Work which may have the effect of ordering extra work or other changes in the Work by altering, adding to or deducting from the Work, modifying the method or manner of its performance or otherwise (herein sometimes referred to as "Changes in the Work"). The Contractor shall comply with all such orders and instructions issued by the Owner. In any such event, the Contract Sum shall, where applicable, be increased or decreased in the manner hereinafter set forth; provided, however, that if the Contractor should proceed with a Change in the Work upon an oral order, by whomsoever given, it shall constitute a waiver by the Contractor of any claim for an increase in the Contract Sum or extension of the Contract Time on account thereof. Upon receipt of any such Change Order, or Directive or other order or instructions, the Contractor shall promptly proceed with the Change in the Work, even though the amount of any resultant increase or decrease in the Contract Sum has not yet been determined. All Changes in the Work shall be performed in accordance with the Contract Documents.

12.2.CHANGES REQUIRING AN INCREASE IN CONTRACT SUM. If any Change in the Work will result in an increase in the Contract Sum, the Owner shall have the right to require the performance thereof on a lump sum basis, a unit price basis or a time and material basis, all as hereinafter more particularly described.

12.2.1. If the Owner elects to have any Change in the Work performed on a lump sum basis, its election shall be based on a lump sum proposal which shall be submitted by the Contractor to the Owner within the time established by the Owner in the Owner's request therefor (but the Owner's request for a lump sum proposal shall not be deemed an election by the Owner to have the Change in the Work performed on a lump sum basis). The Contractor's proposal shall be itemized and segregated by labor and materials for the various components of the Change in the Work (no aggregate labor total will be acceptable) and shall be accompanied by signed proposals of any Subcontractors or Sub-subcontractors who will perform any portion of the Change in the Work and of any persons who will furnish materials or equipment for incorporation therein. The portion of the proposal relating to labor, whether by the Contractor's forces or those of its Subcontractors or Sub-subcontractors, may only include reasonably anticipated gross wages of Job Site labor, including foremen, who will be directly involved in the Change in the Work (for such time as they will be so involved), plus payroll costs (including Social Security, federal or state unemployment insurance taxes and fringe benefits in connection with such labor required by union and/or trade agreements if applicable) and up to fifteen percent (15%) of such anticipated gross wages, but not payroll costs, as overhead and profit for any such entity actually performing the Change in the Work or a portion thereof. The portion of the proposal relating to materials may only include the reasonably anticipated direct costs to the Contractor, its Subcontractors or Sub-subcontractors (as applicable) of materials to be purchased for incorporation in the Change in the Work, plus transportation and applicable sales or use taxes, and up to fifteen percent (15%) of said direct material costs as overhead and profit for the entity actually supplying the materials. The proposal may further include the Contractor's or its Subcontractor's or Sub-subcontractor's reasonably anticipated direct rental costs in connection with the Change in the Work (either actual rates or discounted local published rates), plus up to six percent (6%) thereof as overhead and profit for the entity actually incurring such costs. If any of the items included in the lump sum proposal are covered by unit prices contained in the Contract Documents, the Owner may elect to use these unit prices in lieu of the similar items included in the lump sum proposal, in which event an appropriate deduction will be made in the lump sum amount prior to the application of any allowed overhead and profit percentages. No overhead and profit shall be applied to any unit prices. The lump sum proposal may only include up to six percent (6%) of the amount which the Contractor will pay to any Subcontractor, and up to six percent (6%) of the amount which a Subcontractor will pay to any Sub-subcontractor, for the Change in the Work as overhead and profit to the Contractor or Subcontractor (only a maximum of two contractual tiers of such markup may be included).

12.2.2. If the Owner elects to have the Change in the Work performed on a unit price basis, its election shall be based on a unit price proposal which shall be submitted by the Contractor to the Owner within the time established by the Owner in the Owner's request therefor (but the Owner's request for a unit price proposal shall not be deemed an election by the Owner to have the Change in the Work performed on a unit price basis). The Contractor's proposal shall itemize the quantities of each item of the Change in the Work for which there is an applicable unit price contained in the Contract Documents. The quantities shall be itemized in relation to each specific Drawing. Unit prices shall be applied to net differences of quantities of the same item. Nothing herein contained shall preclude the Owner from requesting a lump sum proposal and a unit price proposal with respect to the same Change in the Work, in which event the Contractor shall submit both.

12.2.3. If the Owner elects to have the Change in the Work performed on a time and material basis, the same shall be performed, whether by the Contractor's forces or the forces of any of its Subcontractors or Sub-subcontractors, at actual cost to the entity performing the Change in the Work (without any charge for administration, clerical expense, supervision or superintendents of any nature whatsoever, except foremen directly involved in the Change in the Work, or the cost, use or rental of small tools, defined as tools with a cost or value of less than \$1,000, or equipment owned by the Contractor or any of its related or affiliated companies), plus fifteen percent (15%) of gross wages (excluding payroll costs) of Job Site labor and direct material costs and six percent (6%) of rental costs (other than small tools or equipment owned by the Contractor or any of its related or affiliated companies) as the total overhead and profit. Only the entity actually performing the Change in the Work or a portion thereof shall be entitled to a mark-up as aforesaid for overhead and profit, but the Contractor may include up to six percent (6%) of the amount it will pay to any Subcontractor, and a Subcontractor may include up to six percent (6%) of the amount it will pay to any Sub-subcontractor (only a maximum of two contractual tiers of such markup may be included), for the Change in the Work as overhead and profit to the Contractor or Subcontractor. The Contractor shall submit to the Owner daily time and material tickets, to include the identification number assigned to the Change in the Work, the location and description of the Change in the Work, the classification, names and social security numbers of the labor employed, the materials used, the equipment rented (not tools) and such other evidence of costs as the Owner may require. The Owner may require authentication of all time and material tickets and invoices by persons designated by the Owner for such purpose. The failure of the Contractor to secure any required authentication shall, if the Owner elects to treat it as such, constitute a waiver by the Contractor of any claim for the cost of that portion of the Change in the Work covered by a non-authenticated ticket or invoice; provided, however, that the authentication of any such ticket or invoice by the Owner shall not constitute an acknowledgment by the Owner that the items thereon were reasonably required for the Change in the Work.

12.2.4. The Owner shall have no obligation or liability on account of a Change in the Work except as specifically provided in this Paragraph 12.2. If the Contractor fails to render any proposal within ten (10) days after the date of the Owner's request pursuant to this Paragraph 12.2. or such longer period of time established by the Owner in its request, the Owner may issue a unilateral Change Order for any such Change in the Work giving the Owner's reasonable estimate of the cost of the Change, which shall become automatically binding upon the Contractor. Overhead and profit, as allowed under this Paragraph 12.2., shall be deemed to cover all costs and expenses of any nature whatsoever, including, without limitation, those for clean-up, protection, supervision, estimating, field operations, insurance, impacts, inefficiency, extended (Job Site and home office) overhead, unabsorbed (Job Site and home office) overhead, delays, acceleration (actual or constructive), ripple effect, small tools and security, which the Contractor or any of its Subcontractors or Sub-subcontractors may incur in the performance of or in connection with a Change in the Work and which are not otherwise specifically recoverable by them pursuant to this Paragraph 12.2.

12.2.5. The Work pursuant to this Contract shall be performed by the Contractor at no extra cost to the Owner despite any order from the Owner which designates or contemplates a portion of the Work as a Change in the Work.

12.3.CHANGES REQUIRING A DECREASE IN CONTRACT SUM. If any Change in the Work will result in a decrease in the Contract Sum, the Owner may request a quotation by the Contractor of the amount of such decrease for use in preparing a Change Order. The Contractor's quotation shall be forwarded to the Owner within ten (10) days after the date of the Owner's request or such longer period of time established by the Owner therein and, if acceptable to the Owner, shall be incorporated in the Change Order. If not acceptable, the parties shall make every reasonable effort to agree as to the amount of such decrease, which may be based on a lump sum properly itemized, on unit prices stated in the Contract Documents and/or on such other basis as the parties may mutually determine. If the parties are unable to so agree, the amount of such decrease shall be the total of the estimated reduction in actual cost of the Work, as determined by the Owner's Representative in its reasonable judgment. If the Contractor fails to render any proposal within the time required herein, the Owner may issue a

unilateral deductive Change Order giving the Owner's reasonable estimate of the deductive Change, which shall become automatically binding upon the Contractor.

12.4.DISPUTES REGARDING CHANGES. If any dispute should arise between the parties with respect to an increase or decrease in the Contract Sum as a result of a Change in the Work, the Contractor shall not suspend performance of any such Change in the Work or the Work itself unless otherwise so ordered by the Owner in writing. The Owner may, however, notify the Contractor of its determination regarding any such Change and, in the case of an increase, may thereafter pay to the Contractor up to 50% of the Owner's reasonable estimate of the value of the Change in the Work as its sole obligation with respect to any such Change pending resolution of the dispute. The Contractor shall thereafter be subject to the terms of Paragraph 13.2. regarding its claim for any difference.

12.5. AUDIT RIGHTS. The Contractor shall afford, and shall cause its Subcontractors and Sub-subcontractors to afford, access to the Owner at all reasonable times to any accounting books and records, correspondence, instructions, invoices, receipts, vouchers, memoranda and other records of any kind relating to the Work, all of which each of them shall maintain for a period of at least four (4) years from and after the Date of Substantial Completion. The Contractor and its Subcontractors and Sub-subcontractors shall make the same available for inspection, copying and audit, in accordance with generally accepted accounting standards, within three (3) days following notification to the Contractor of the Owner's intent to audit, failing which any claims for an increase in the Contract Sum and/or extension of the Contract Time, as applicable, shall be waived.

Article 13 CLAIMS

13.1.CLAIMS FOR EXTENSIONS OF CONTRACT TIME. No claim by the Contractor for an extension of the Contract Time or any Milestones shall be considered unless made in accordance with this Paragraph 13.1. The Contractor shall not be entitled to any extension of the Contract Time or any Milestones as a result of any condition or cause, unless it shall have given written notice to the Owner pursuant to Paragraph 16.3. promptly, but in any event within fourteen (14) days following the commencement of each such condition or cause and stating the probable duration of the condition or cause and the Contractor's request for an extension of time. The Contractor shall deliver to the Owner, within thirty (30) days after the commencement of each condition or cause for which the Contractor has submitted a request for extension of time, supporting data to substantiate and justify the Contractor's request, including, without limitation, an analysis showing the actual impact of the condition or cause on the Schedule and the critical path of construction activities, plus any other documentation or information as may be requested by the Owner or as may be necessary to substantiate the Contractor's request. The Contractor hereby waives any claims for any such extensions not timely made or timely substantiated in accordance herewith. If the Contractor timely makes any such claim and the parties are unable to agree as to whether or not the Contractor is entitled to an extension of time or the length of such extension regarding such claim, the Owner's Representative may, but shall not be required to, ascertain the facts and the extent of the delay and determine and fix an extension of the time for completing the Work.

13.2.CLAIMS FOR INCREASES IN CONTRACT SUM.

13.2.1. Except as otherwise provided in Paragraph 12.2., no claim by the Contractor for an increase in the Contract Sum shall be considered unless made in accordance with this Paragraph 13.2. The Contractor shall give the Owner written notice pursuant to Paragraph 16.3. of any such claim promptly, but in any event not later than fourteen (14) days after the occurrence of the event giving rise to the claim (including, without limitation, any Owner determination pursuant to Article 12.4.), but (except in the event of emergencies pursuant to Paragraph 10.4.) prior to the incurring of any expenses by the Contractor. Failure to give such notice, or to provide substantiation thereof as required below, shall constitute a waiver of the claim including, but not limited to, any and all damages, cost, impacts, inefficiency, extended overhead, unabsorbed overhead, ripple effect, or expenses of any nature whatsoever which the Contractor, or its Subcontractors or Sub-subcontractors, may suffer or incur. Claims shall be made in writing and shall identify the instructions or other circumstances that are the basis of the claim and shall set forth the Contractor's best estimate of the dollar amount claimed. Within thirty (30) days after the occurrence of the event giving rise to the claim, the Contractor shall fix the amount of its claim with specificity and shall provide to the Owner supporting data to substantiate and justify the Contractor's claim, including, without limitation, substantiation of all costs plus any other documentation or information as may be requested by the Owner or as may be necessary to substantiate the Contractor's claim. No claim shall be considered by the Owner if the Contractor has otherwise waived its rights to file a claim pursuant to the Contract Documents.

13.3.NO OTHER CLAIMS. The parties acknowledge that the provisions of Paragraphs 13.1. and 13.2. are included herein for the purpose of fixing and limiting the time within which, and the manner in which claims must be made; and that Paragraphs 13.1. and 13.2. do not grant to the Contractor any right to increases in the Contract Sum, or extensions in the Contract Time or any Milestones, not otherwise permitted or provided by the other terms and provisions of the Contract Documents.

Article 14
UNCOVERING AND CORRECTION OF WORK;
OWNER'S RIGHT TO CARRY OUT WORK

14.1.UNCOVERING OF WORK.

14.1.1. If any portion of the Work should be covered contrary to the instructions or request of the Owner or the requirements of the Contract Documents, the Contractor shall, if required by the Owner, uncover such portion of the Work for the Owner's observation and shall replace such Work all at the Contractor's expense.

14.1.2. If any portion of the Work should be covered prior to a specific request for observation or instruction by the Owner, the Owner may request to see such Work, and it shall be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents and without defect, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall bear such costs; provided, however, that if it is found that the condition was caused by a Separate Contractor employed as provided in Article 7, the Contractor shall have the right to seek reimbursement of the costs it incurs as aforesaid from said Separate Contractor.

14.2.CORRECTION OF WORK.

14.2.1. The Owner shall have the authority to reject any portion of the Work which is defective or does not conform to the Contract Documents, and the Contractor shall promptly correct all Work so rejected by the Owner, whether observed before or after the Date of Substantial Completion and whether or not fabricated, installed or completed. In order that such corrective Work shall not interrupt or delay the Owner's schedule for completion of the Project or, if applicable, disturb the occupants of the completed Project, the Contractor shall perform such Work according to a schedule therefor established by the Owner (which may provide that the same be performed on overtime, shiftwork, Saturdays, Sundays and/or holidays), utilizing in the performance thereof such manpower as is necessary to complete the corrective Work in accordance with said schedule. The Contractor shall bear all costs of correcting such rejected Work including, without limitation, compensation for any additional architectural and engineering services made necessary thereby.

14.2.2. If, within one (1) year after the Date of Substantial Completion of the Work (as determined by the Owner) or within such longer period of time as may be prescribed by law or by the terms of any applicable warranty or guarantee required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of written instructions to that effect from the Owner unless the Owner has previously given the Contractor a written acceptance of such condition.

14.2.3. The Contractor shall remove from the Job Site all Work which is defective or non-conforming and not corrected under Paragraph 5.4. or Subparagraphs 14.2.1. or 14.2.2. unless removal is waived by the Owner.

14.2.4. The Contractor shall bear the cost of making good all work of Separate Contractors (and any of the Owner's other structures or facilities) destroyed or damaged by such removal or correction.

14.2.5. If the Contractor does not remove such uncorrected defective or non-conforming Work within a reasonable time fixed by written instructions to that effect from the Owner, the Owner may remove it and store the materials and equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may, upon ten (10) additional days written notification to the Contractor, sell such materials and equipment at public or private sale and account to the Contractor for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for any additional architectural and engineering services and attorneys' fees made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be offset against any amounts then or thereafter due to the Contractor. If the amounts then or thereafter due to the Contractor are not sufficient to cover such difference, the Contractor shall, upon demand, pay the same to the Owner. The obligations of the Contractor under this Subparagraph 14.2.5. shall be in

addition to, and not in limitation of, any obligations imposed on it by law, by any other provision of this Contract or by any warranty or guarantee under this Contract.

14.2.6. If the Contractor fails to correct any defective or non-conforming Work, the Owner may correct it in accordance with Paragraph 14.3. In the event of a defect found after final acceptance of the Work by the Owner which the Contractor is obligated to correct pursuant to Subparagraph 14.2.2., the Owner may, at its option, after giving the Contractor an opportunity to correct such defect, cause such corrective Work to be performed by others and charge the Contractor with the cost thereof. Such charge shall be due and payable by the Contractor upon demand.

14.3. OWNER'S RIGHT TO CARRY OUT WORK. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of this Contract, and such default, neglect or non-performance shall continue for a period of 48 hours after written notification thereof from the Owner (or if such default, neglect or non-performance cannot be reasonably remedied within such 48-hour period, and Contractor does not (in the sole determination of Owner) undertake in good faith the remedy of the same within said period and thereafter proceed diligently to completion), then the Owner may, without prejudice to any other remedy the Owner may have, make good such deficiencies; provided, however, that in the event of an emergency, as determined by the Owner, no notification shall be required. The Owner shall have the right to take possession of such portion of the Job Site as will enable it to make good such deficiencies and, in connection therewith, to utilize the materials, equipment, tools, construction equipment and machinery of the Contractor located on the Job Site. If the Owner makes good any such deficiencies, the costs of correcting the same including, without limitation, compensation for additional architectural and engineering services made necessary by such default, neglect or non-performance, shall be offset against any amounts then or thereafter due to the Contractor. If the amounts then or thereafter due to the Contractor are not sufficient to cover such costs, then the Contractor shall, upon demand, pay the difference to the Owner.

14.4. ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK. If the Owner prefers to accept defective or non-conforming Work, it may do so instead of requiring its removal and correction, in which case an appropriate amount shall be offset against any amounts then or thereafter due to the Contractor; or, if the said appropriate amount of offset is determined after final payment (or if there is not then or thereafter due to the Contractor an amount sufficient to cover the offset available to the Owner), the Contractor shall, upon demand, pay the appropriate amount (or the difference after offset, as applicable) to the Owner.

Article 15

TERMINATION OF CONTRACT

15.1. TERMINATION BY CONTRACTOR. If the Owner should, without notifying the Contractor of its cause for doing so, fail or refuse to approve an Application for Payment or make payment thereon for a period of thirty (30) days after the same is required to be approved or paid pursuant to the Contract Documents, then the Contractor shall have the right, as its sole and exclusive remedy and upon fourteen (14) days prior written notice to the Owner, to terminate this Contract and recover from the Owner payment for all unpaid Work executed up to the date of termination, including any proven loss of reasonable profits sustained, based upon the percentage of Work completed through the date of termination. If the Owner shall cure its said default within such fourteen (14) day period, then the Contractor's notice of termination shall thereby be rendered ineffective, and this Contract shall continue in full force and effect. Prior to termination as aforesaid, the Contractor shall not delay or suspend the Work in whole or in part. The Contractor may not terminate this Contract on the grounds that the cause given by the Owner for failing or refusing to pay is not in accordance with fact or law, it being understood and agreed that the Contractor's sole remedy in such event shall be to seek money damages. The Contractor acknowledges that it can be adequately compensated by such money damages for any breach of this Contract which may be committed by the Owner. Accordingly, and except as hereinabove provided, the Contractor expressly agrees that no default, act or omission of the Owner shall entitle the Contractor to cancel or rescind this Contract or suspend or abandon its performance of the Work.

15.2. TERMINATION BY OWNER FOR CAUSE.

15.2.1. If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the Owner, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provision of the Contract, then the Owner may, without prejudice to any other right or remedy available to the Owner and after giving the Contractor and its surety, if any, three (3) days written notice, terminate the Contract and the

employment of the Contractor on the Project, take possession of the Job Site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and finish the Work by whatever method the Owner may deem expedient. In addition, without terminating this Contract as a whole, the Owner may, under any of the circumstances set forth above, terminate any portion of this Contract (by reducing, in such manner the Owner deems appropriate, the scope of the Work to be performed by the Contractor) and complete the portion of this Contract so terminated in such manner as the Owner may deem expedient, taking possession of such part of the Job Site and utilizing such materials, equipment, tools, construction equipment and machinery owned by the Contractor as may be necessary to accomplish the same. The Contractor hereby grants to the Owner the further right: (a) to enter upon any premises or property other than the Job Site in order to take possession of any materials, tools, equipment, machinery or other items intended for incorporation in the Work (or any portion thereof) or for use in the performance thereof; and (b) to receive an assignment of such subcontracts as the Owner deems necessary or desirable at the time of termination of this Contract or a portion thereof.

15.2.2. If this Contract is terminated pursuant to Subparagraph 15.2.1., the Contractor shall not be entitled to receive any further payment until the Work is completed, and the Owner shall have the same right to retain monies owing to the Contractor as it would have to retain such monies from and against final payments. Upon the completion of the Work, the Owner shall make payment to the Contractor, or the Contractor shall reimburse the Owner, as the case may be, as provided in Article 16 of the Agreement. If a portion of this Contract is terminated pursuant to Subparagraph 15.2.1., such termination shall not be treated as a reduction in the scope of the Work pursuant to Article 12. Rather, in such event, the Owner shall offset against any monies then or thereafter due to the Contractor an amount determined by the Owner to be adequate to cover all costs and expenses it will incur in performing, or causing to be performed, the portion of this Contract so terminated. If the Owner's cost and expenses prove to be less than the amount offset, the Contractor shall be entitled to the difference unless otherwise provided herein. If the amount then or thereafter due to the Contractor is less than the amount to be offset and/or if the Owner's costs and expenses prove to exceed the amount offset, the Contractor shall pay the difference to the Owner upon demand.

15.2.3. The remedies provided to the Owner in this Paragraph 15.2. are in addition to, and not in lieu of, any other rights or remedies available to the Owner under the Contract Documents, at law or in equity. In the event of any breach of this Contract by the Contractor, and whether or not this Contract is terminated by the Owner, the Contractor shall be liable for all damages, losses, costs and expenses incurred by the Owner as a result thereof.

15.3. TERMINATION BY OWNER WITHOUT CAUSE. Without limitation to the provisions of Paragraph 15.2., the Owner shall have the right at any time, upon not less than three (3) days notice to the Contractor to terminate this Contract without cause and/or for the Owner's convenience. Upon receipt of such notice of termination, the Contractor shall forthwith discontinue the Work and remove its equipment and employees from the Job Site. In the event of termination under this Paragraph 15.3., the Contractor shall have the right, as its sole and exclusive remedy, to recover from the Owner payment for all unpaid Work executed up to the date of termination, including any proven loss of reasonable profits sustained based upon the percentage of Work completed through the date of termination. In addition, without terminating this Contract as a whole, the Owner may, for its convenience, terminate a portion of this Contract (by reducing, in such manner as the Owner deems appropriate, the scope of the Work to be performed by the Contractor), in which event such termination of a portion of this Contract shall be treated as a reduction in the scope of the Work pursuant to Article 12.

Article 16 MISCELLANEOUS PROVISIONS

16.1. GOVERNING LAW. This Contract shall be governed by, and construed in accordance with, the laws of the State of Florida, to the exclusion of Florida rules of conflicts of laws.

16.2. ASSIGNABILITY; SUCCESSORS AND ASSIGNS.

16.2.1. This Contract may be assigned by Owner at any time without Contractor's consent; without limiting the generality of the foregoing, all warranties and guarantees in favor of Owner under the Contract Documents may be assigned without Contractor's consent by Owner to any party designated by Owner and such assignee may directly enforce any such warranty or guarantee. The Contractor shall not assign this Contract in whole or in part without the written consent of the Owner, which consent the Owner may withhold in its sole discretion; nor shall this Contract be assignable by the Contractor by operation of law. The Contractor shall not assign any monies due or to become due to it hereunder without the prior written consent of the Owner.

16.2.2. The Owner and the Contractor each binds itself and, to the extent permitted herein, its successors and assigns, to the other party and, to the extent permitted herein, the other party's successors and assigns, in respect to all covenants, agreements and obligations contained in the Contract Documents.

16.3. NOTICE. All notices (whether or not designated as such herein) which are required under this Contract to be given between the parties pursuant to this paragraph shall be in writing and deemed given and, unless otherwise provided herein, effective when delivered personally to an officer of the party to be served (including the Contractor's Project Manager, in the case of the Contractor), when deposited in the United States mail, or in a sealed envelope, with postage thereon prepaid, sent by registered or certified mail, return receipt requested, and addressed to the appropriate party at the address set forth in the Agreement or such other address as may be designated by either party hereto by notice to the other, or when transmitted by wire or facsimile to the appropriate party at the aforesaid address (a complimentary confirming letter shall also be mailed to the appropriate party on the same date).

16.4. PERFORMANCE AND PAYMENT BONDS. Unless waived or otherwise agreed by the Owner, the Contractor shall furnish (and if directed by the Owner shall require all or certain of its Subcontractors to furnish) a bond covering the faithful performance of this Contract (or any such subcontract), as revised or modified from time to time, and a bond covering the payment of all obligations arising thereunder in full compliance with the then current provisions of Section 713.23, Florida Statutes (or any successor thereto; or, if applicable, Section 255.05, Florida Statutes, or any successor thereto), each in the full Contract Sum, as revised or Modified from time to time, and with such sureties as may be approved by the Owner. Each bond shall contain the following language: "The provisions and limitations of Section 255.05 or of Section 713.23, Florida Statutes, whichever is applicable to the Contract, are incorporated herein by reference, provided, however, that in the event of any conflict between the provisions of said Section 255.05 or Section 713.23 and those contained in this bond, the provisions of said Section 255.05 or Section 713.23 shall govern." If such bonds, or either of them, are stipulated in the bidding documents or in the Contract Documents, the premium therefor shall be paid by the Contractor (or appropriate Subcontractors); but if required or increased in amount pursuant hereto subsequent to award of the Contract or due to Changes in the Work, the premium therefor shall be reimbursed by the Owner. The Contractor shall deliver promptly, and in any event no later than ten (10) days after notice of award, to the Owner any required bonds or amendments thereto. The Contractor's failure to timely obtain and deliver the required bonds or amendments thereto shall constitute cause for the Owner to terminate this Contract (or for the Contractor to terminate any subcontract). The Owner shall not be obligated to respond to, and the Contractor shall assure that the Owner is not sent, any job status inquiries from the Contractor, any surety, or any of their accountants or independent auditors.

16.5. MAINTENANCE OF HARMONIOUS RELATIONS. The Contractor is hereby advised that any portion of the Project, or other projects in proximity to the Project may be subject to, and governed by, certain union or trade agreements. It is the policy of the Owner to promote and maintain harmonious relationships in connection with the Project. The Contractor and its Subcontractors and Sub-subcontractors shall follow this policy; and shall utilize only qualified persons or organizations in the performance of the Work. A qualified person or organization is one: which is not likely to promote labor unrest on the Project; which shall abide by all local, state and federal labor and employment relation rules, regulations and laws; whose financial stability is reasonably assured throughout the duration of the Contract; and whose commitments to other projects are not likely to interfere with its ability to perform its portion of the Work efficiently and cost effectively. The Owner reserves the right to disapprove, or to require the removal of, any person or organization who is being considered for, or has received, an award to perform all or a portion of the Work but has failed to demonstrate the willingness or ability to follow this policy.

16.6. UNION AGREEMENTS. Regardless of the expiration of any collective bargaining agreement during the term of this Contract which may affect the Contractor in any of its activities including, without limitation, with respect to the Work or the Project, the Contractor is obligated to man the job and properly and timely perform the Work in a diligent manner. Upon notification of expected or actual labor disputes or job disruption arising out of any such collective bargaining negotiations, the expiration of any union or trade agreement or any other cause, the Contractor and its Subcontractors and Sub-subcontractors shall cooperate with the Owner concerning any legal, practical or contractual actions to be taken by the Owner in response thereto and shall perform any actions requested by the Owner to eliminate, neutralize or mitigate the effects of such actions on the progress of the Work and the impact of such actions on the public access to the Central Florida Tourism Oversight District or any of the properties or facilities located therein, irrespective of whether such properties are owned by the Owner or by a third party. It is the Contractor's obligation, at the Contractor's own cost and expense, to take all steps available to prevent any persons performing the work from engaging in any disruptive activities such as strikes, picketing, slowdowns, job actions or work stoppages of any nature or ceasing to work due to picketing or other such activities, which steps shall include, without limitation, execution

of an appropriate project agreement with appropriate unions prohibiting all such activities on or about the Project. Notwithstanding any such occurrences, the Contractor shall not be relieved of its obligation to man the job and properly and timely perform the Work in a diligent manner.

16.7.USE OF OWNER'S NAME/CONFIDENTIALITY. Neither the Contractor nor its Subcontractors or Sub-subcontractors, by virtue of this Contract, shall acquire any right to use, and they shall not use, the name of the Owner, the Owner's Representative (either alone or in conjunction with or as a part of any other word, mark or name) or any marks, fanciful characters or designs of either of them or any of its related, affiliated or subsidiary companies: in any of their advertising, publicity or promotion; to express or imply any endorsement of their respective Work or services; or in any other manner whatsoever (whether or not similar to the foregoing uses hereinabove specifically prohibited). The Contractor may, during the course of its engagement hereunder, have access to, and acquire knowledge of or from, material, data, strategies, systems or other information relating to the Work, the Project, the Owner, the Owner's Representative, its parent, affiliated, or related companies, which may not be accessible or known to the general public. Any such knowledge acquired by the Contractor shall be kept confidential and shall not be used, published or divulged by the Contractor to any other person, firm or corporation, or in any advertising or promotion regarding the Contractor or its Work or services, or in any other manner or connection whatsoever without first having obtained the written permission of the Owner, which permission the Owner may withhold in its sole discretion. The Contractor shall not be allowed to undertake or allow any photography on or about the Job Site or the Project absent written permission of the Owner, which permission the Owner may withhold in its sole discretion. In the event of a breach by Contractor of its obligations under this Paragraph 16.7., Owner shall be entitled to an injunction restraining Contractor from disclosing or divulging in whole or in part any confidential information. Further, any failure by Contractor to comply with this Paragraph 16.7. shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such failure, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. The Provisions of this Paragraph shall survive the expiration or sooner termination of the Contract.

16.8.GENERAL.

16.8.1. The captions of divisions, sections, articles, paragraphs, subparagraphs, clauses and the like in the Contract Documents are for convenience only and shall in no way define the content or limit the meaning or construction of the wording of the divisions, sections, articles, paragraphs, subparagraphs, clauses and the like. The parties agree that the Contract Documents shall not be construed more strictly against any party regardless of the identity of their drafter.

16.8.2. Unless otherwise specified, article, paragraph and subparagraph references appearing in these General Conditions are to articles, paragraphs and subparagraphs herein.

16.8.3. Wherever this Contract obligates the Contractor hereunder to reimburse the Owner or others for attorneys' fees, such obligation shall not only include attorneys' fees incurred prior to and including litigation in the trial court, but also all attorneys' fees incurred in connection with any and all appellate proceedings, no matter to which court any appeal is taken and by whomever so taken.

16.8.4. Wherever this Contract obligates the Contractor to "indemnify" the Owner, such obligations shall include, but shall not be limited by, the following: (i) the Contractor shall indemnify the Owner and its supervisors, administrators, officers, directors, agents, employees, agents, successors and assigns and Owner's Representative, and its parent, related, affiliated and subsidiary companies and the officers, directors, agents, employees and assigns of each; (ii) the Contractor shall defend (if requested by the Owner) and hold each indemnitee harmless; (iii) in the event of any such requested defense, the Owner may choose its legal counsel, control the litigation including, without limitation, determining legal strategy, settlement strategy and whether or not to file any appeals; (iv) the Contractor shall not raise as a defense to its obligation to indemnify any comparative or contributing negligence, recklessness or intentional wrongful misconduct of any of those indemnified pursuant to any such provision, it being understood and agreed that no such comparative or contributing negligence, recklessness or intentional wrongful misconduct shall relieve the Contractor from its liability to so indemnify nor entitle the Contractor to any contribution, either directly or indirectly, by those indemnified; (v) no indemnification obligation hereunder shall be limited in any way to any limit on the amount or type of damage, compensation or benefits payable by or for the Contractor or any Subcontractor or Sub-subcontractor under any Worker's Compensation Act, disability benefit acts or other employee benefit acts; and (vi) all such indemnity provisions shall survive the expiration or sooner termination of this Contract.

16.8.5. Unless otherwise specifically provided herein, the Owner may withhold any consents, approvals or waivers required of it pursuant to the Contract in its sole discretion.

16.9. IMMIGRATION REFORM CONTROL ACT. All Contractors, Subcontractors, and Sub-subcontractors must adhere to the Immigration Reform Control Act of 1986 and shall maintain I-9 forms regarding all employees. It is not the Owner's obligation to insure compliance with this law, however, the Owner reserves the right to inspect and copy the Contractor's records in this regard upon request.

16.10. ADJACENT LAND AND LANDOWNERS. To the extent the Work requires the Contractor to enter upon land owned by others than the Owner, or the Contractor is permitted to enter upon such land, then the Contractor shall, prior to entry, satisfy itself as to all conditions present upon such land and shall take all necessary precautions to protect all persons and property from injury or damage as a result of the Contractor's entry upon such land and shall promptly repair any damage to the land and any property located thereon. The Contractor shall defend, indemnify and hold harmless the owner(s) of such land from and against any and all claims, suits, judgments, damages, losses and expenses (including attorneys' fees) of any nature whatsoever to the extent caused by or arising out of the Contractor's entry upon such land. Nothing contained herein shall create any contractual relationship between the Contractor and the owner(s) of such land; however, it is acknowledged that the owner(s) of such land are intended third party beneficiaries of the obligations of the Contractor hereunder.

Article 17 EQUAL OPPORTUNITY

17.1.POLICIES OF EMPLOYMENT. The Contractor shall maintain policies of employment as follows:

17.1.1. Neither the Contractor nor any of its Subcontractors or Sub-subcontractors shall discriminate against any employee or applicant for employment on the basis of race, religion, color, sex or national origin. The Contractor shall ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these policies of non-discrimination.

17.1.2. The Contractor and its Subcontractors and Sub-subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

17.2.PROCEDURES AND GUIDELINES. The provisions of this Article are in addition to any and all other policies, procedures or guidelines established by the Owner with respect to equal employment opportunities which are set forth elsewhere in the Contract Documents. The Owner may, at any time during the term of the Contract, issue Directives in furtherance of this Article and the obligations of the Contractor and its Subcontractors and Sub-subcontractors hereunder, and the Contractor and its Subcontractors and Sub-subcontractors shall comply with all of the foregoing as they relate to any Work performed under this Contract. No policies, procedures or guidelines established by the Owner pursuant hereto shall give rise to a claim by the Contractor for an increase in the Contract Sum or an extension of the Contract Time, nor shall they relieve the Contractor of its primary responsibilities to provide equal employment opportunities and to insure that its Subcontractors and Sub-subcontractors do the same. Any failure of the Contractor or any of its Subcontractors or Sub-subcontractors to provide equal employment opportunities as required by these Contract Documents or by law shall be considered or deemed to be caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor or of persons employed or utilized by the Contractor in the performance of the Work. The Contractor is responsible for and shall pay all damages, judgments, losses, costs or expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions pertaining or otherwise related to any such failure, including, without limitation, any and all damages, judgments, losses, expenses, costs and attorneys' fees, incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or back-charge all of said items or amounts against sums then or thereafter due to the Contractor under the Contract. If the sums due under the Contract have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner.

END OF GENERAL CONDITIONS OF THE
CONTRACT FOR CONSTRUCTION

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
PAYMENT BOND**

OWNER:

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
P.O. Box 690519
Orlando, Florida 32869 (hereinafter "Owner")

DESIGN/BUILDER:

THERMAL TECH, INC.
5141 Forsyth Commerce Road
Orlando, Florida 32807 (hereinafter "Design/Builder")

SURETY:

Name: _____

Address: _____

_____ (hereinafter "Surety")

CONTRACT:

Date: June 27, 2025

Contract No. C006790

Project: Design-Build Boiler #3 Replacement - Phase 1 (Central Energy Plant)

Legal Description or Street Address of Project: Central Energy Plant, 5300 N. Center Drive, Lake Buena Vista, Florida 32830.

Contract Sum: SEVEN MILLION, NINE HUNDRED TEN THOUSAND, EIGHT HUNDRED ONE AND ZERO ONE-HUNDREDTHS DOLLARS (\$7,910,801.00) (hereinafter "Contract")

BOND:

Date: June 27, 2025

Amount: SEVEN MILLION, NINE HUNDRED TEN THOUSAND, EIGHT HUNDRED ONE AND ZERO ONE-HUNDREDTHS DOLLARS (\$7,910,801.00) (hereinafter "Bond")

1. The Design/Builder, as Principal, and the Surety hereby, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner, as Obligee, to pay for labor, material, services, utilities, equipment and all other items for which a lien could be claimed if Ch. 713, Florida Statutes applied to this Project, supplied for or used in the performance of the Contract, including, but not limited to, all modifications, changes, additions, alterations, and warranties thereof, all of which are incorporated herein by reference.
2. If the Design/Builder promptly makes full payment to all Claimants, as hereinafter defined, for all labor, material, services, utilities and equipment and all other items for which a lien could be claimed if Ch. 713, Florida Statutes applied to this Project, supplied for or used in the performance of the Contract, including, but not limited to, all modifications, changes, additions, alterations, and warranties thereof, and also fully indemnifies and holds harmless the Owner from all costs, damages, losses and expenses which the Owner may suffer by reason of the Design/Builder's failure to do so and fully reimburses and pays the Owner for all costs, damages and expenses which the Owner may incur in remedying any such failure, then this obligation shall be void; otherwise it shall remain in full force and effect.

3. The Surety and Design/Builder further agree that any modifications, changes, additions or alterations which may be made in the terms of the Contract or in the work to be done thereunder, or any extensions of the Contract time, or other forbearance on the part of either the Owner or Design/Builder to the other, shall not in any way release the Design/Builder and the Surety, or either of them, their heirs, executors, administrators, successors and assigns, from their liability hereunder, notice to Surety of any such modifications, changes, additions, alterations, extensions or forbearances being hereby expressly waived.
4. The Surety and the Design/Builder further agree that this bond shall inure to the benefit of, and may be sued directly upon by, any Claimant furnishing labor, materials, services, utilities or equipment or any other item for which a construction lien could be claimed if Ch. 713, Florida Statutes applied to this Project.
5. "Claimant" shall mean for purposes hereof all persons, firms, partnerships, corporations or other entities that would be entitled to claim a construction lien if Ch. 713, Florida Statutes applied to this Project.
6. The provisions of Section 255.05, Florida Statutes, including without limitation its notice and limitations provisions, are incorporated in this bond by reference; provided, however, that in the event any provision of this Bond conflicts with Section 255.05, Florida Statutes, then such conflicting provision shall be deemed deleted herefrom and the applicable provisions of Section 255.05, Florida Statutes shall be deemed incorporated herein.
7. The sum of this Payment Bond is in addition to the sum of the Performance Bond being executed concurrently herewith.

IN WITNESS WHEREOF, the parties have executed this instrument under their several seals effective on the Date of this Bond as set forth on page 1 hereof.

DESIGN/BUILDER:
THERMAL TECH, INC.

SURETY:

[SEAL]

[SEAL]

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
PERFORMANCE BOND**

OWNER:

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
P.O. Box 690519
Orlando, Florida 32869 (hereinafter "Owner")

DESIGN/BUILDER:

THERMAL TECH, INC.
5141 Forsyth Commerce Road
Orlando, Florida 32807 (hereinafter "Design/Builder")

SURETY:

Name: _____

Address: _____

_____ (hereinafter "Surety")

CONTRACT:

Date: June 27, 2025

Contract No. C006790

Project: Design-Build Boiler #3 Replacement - Phase 1 (Central Energy Plant)

Legal Description or Street Address of Project: Central Energy Plant, 5300 N. Center Drive, Lake Buena Vista, Florida 32830.

Contract Sum: SEVEN MILLION, NINE HUNDRED TEN THOUSAND, EIGHT HUNDRED ONE AND ZERO ONE-HUNDREDTHS DOLLARS (\$7,910,801.00) (hereinafter "Contract")

BOND:

Date: June 27, 2025

Amount: SEVEN MILLION, NINE HUNDRED TEN THOUSAND, EIGHT HUNDRED ONE AND ZERO ONE-HUNDREDTHS DOLLARS (\$7,910,801.00) (hereinafter "Bond")

1. The Design/Builder, as Principal, and the Surety hereby, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner, as Obligee, for the performance of the Contract, including, but not limited to, all undertakings, covenants, terms, conditions, agreements, extensions, modifications, changes, additions, alterations, and warranties thereof, all of which are incorporated herein by reference.
2. If the Design/Builder fully performs the Contract, including, but not limited to, all undertakings, covenants, terms, conditions, agreements, extensions, modifications, changes, additions, alterations, and warranties thereof, and also fully indemnifies and holds harmless the Owner from all costs, damages, losses and expenses which the Owner may suffer by reason of the Design/Builder's failure to do so and fully reimburses and pays the Owner for all costs, damages and expenses which the Owner may incur in remedying any such failure, then this obligation shall be void; otherwise it shall remain in full force and effect.
3. The Surety further agrees that whenever the Design/Builder shall be, and is declared by Owner to be, in default under or in breach of the Contract (which shall include without limitation any breach by the Design/Builder of any of the provisions of the Contract) the Surety shall promptly remedy the default

or breach and undertake to perform and complete the Contract in accordance with its terms and conditions. The Surety's obligations include, but are not limited to, (i) the responsibilities of the Design/Builder for correction of defective work, completion of the Contract and fulfillment of warranty obligations, (ii) additional legal, design professional and delay costs resulting from the Design/Builder's default or breach or from the Surety's failure to act as required under this paragraph, and (iii) liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Design/Builder or the Surety. The Surety shall fully indemnify and hold harmless the Owner from all costs, damages, and expenses (including attorneys' fees), which the Owner may incur as a result of the Surety's failure to act as required under this paragraph.

4. The Surety and Design/Builder further agree that any modifications, changes, additions or alterations which may be made in the terms of the Contract or in the work to be done thereunder, or any extensions of the Contract time, or other forbearance on the part of either the Owner or Design/Builder to the other, shall not in any way release the Design/Builder and the Surety, or either of them, their heirs, executors, administrators, successors and assigns, from their liability hereunder, notice to Surety of any such modifications, changes, additions, alterations, extensions or forbearances being hereby expressly waived.
5. The provisions of Section 255.05, Florida Statutes, including without limitation its notice and limitations provisions, are incorporated in this bond by reference; provided, however, that in the event any provision of this Bond conflicts with Section 255.05, Florida Statutes, then such conflicting provision shall be deemed deleted herefrom and the applicable provisions of Section 255.05, Florida Statutes shall be deemed incorporated herein.
6. The sum of this Performance Bond is in addition to the sum of the Payment Bond being executed concurrently herewith.

IN WITNESS WHEREOF, the parties have executed this instrument under their several seals effective on the Date of this Bond as set forth on page 1 hereof.

DESIGN/BUILDER:
THERMAL TECH, INC.

SURETY:

[SEAL]

[SEAL]

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
CONSENT OF SURETY FOR PARTIAL PAYMENT APPLICATION**

(Date) _____

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
P.O. Box 690519
Orlando, Florida 32869

Re: Consent of Surety
Bond # _____
Contract # C006790
Payment Req. No.: _____

Dear Sir or Madam:

_____ (Surety) hereby consents to the payment of the amount of moneys due to _____ (Prime Contractor), by CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT for which the necessary duly executed affidavits/releases of liens have not been provided.

This Consent of Surety is executed in lieu of the appropriated Affidavit and Release of Lien from _____ (Subcontractor/s - Supplier/s list if necessary) which the District's Prime Contractor has not submitted with its Partial Payment Application. The Surety executes this Consent for the amount of _____, encompassing Work and/or labor performed, the provision of materials, equipment, and supplies through the _____ day of _____, 20_____, except for any applicable retainage.

_____ (Surety) further acknowledges that payment by CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT shall not be construed as a waiver of any of the District's rights or those of any other named Obligee under the Payment and Performance Bonds; nor a determination by the District or those of any other named Obligee as to the merits of any controversy or dispute between the Prime Contractor and a Subcontractor/Supplier.

Sincerely,

Name

Title

Signature of Attorney-in-Fact

Note: Documentation must be provided that reflects the Attorney-in-Fact's authority to sign for the Surety.

DUAL OBLIGEE RIDER

To be attached to and form a part of contract payment bond number _____ issued by
_____ (Surety)

On behalf of _____ Design/Builder)

In the amount of _____ Dollars (\$_____)

and dated _____ in favor of CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT.

In consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration receipt of which is hereby acknowledged, the Undersigned hereby agree as follows:

1. Walt Disney Parks and Resorts U.S. Inc. is hereby added to said bond as additional Obligee.
2. The Surety shall not be liable under this bond to the Obligee, or either of them unless the said Obligee, or either of them, shall make payments to the Principal strictly in accordance with the terms of the said contract as to payments, and shall perform all other obligations to be performed under said contract at the time and in the manner therein set forth.
3. No suit, action or proceeding by reason of any default whatever shall be brought on this bond after two (2) years from the day on which the final payment under said construction contract falls due.
4. Aggregate liability of Surety hereunder to Obligee is limited to the penal sum above stated Surety, upon making payment hereunder, shall be subrogated to, and shall be entitled to an assignment of all rights of the payee with respect to the particular obligation discharged by the payment, either against principal or against and other party liable to the payee on the discharged obligation.

Signed, sealed and dated this _____ day of _____, 20_____.

Design/Builder: **Thermal Tech, Inc.**

By _____

Surety

By _____

DESIGN/BUILDER'S INTERIM AFFIDAVIT

Page 1 of 2

From: THERMAL TECH, INC.

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

The undersigned, being duly sworn, upon his/her oath deposes and says:

1. That he/she is over the age of eighteen (18) years, has personal knowledge of the following facts, is authorized to make this Affidavit on behalf of the Design/Builder named above, and that this Affidavit is, in fact, made on behalf of said Design/Builder.
2. That this Affidavit is made with respect to Contract No.: C006790, dated June 27, 2025, for Design-Build Boiler #3 Replacement - Phase 1 (Central Energy Plant)
3. That all Work performed under the above Contract through the date of this Affidavit has been performed in accordance with the terms of said Contract.
4. That the Design/Builder covenants and warrants that all labor, materials, equipment, services and other items including, without limitation, all amounts due and owing to, or claimed by, all persons, firms, corporations, union welfare or benefit funds (if any), furnished pursuant to the above Contract and any additions or changes thereto, have been paid in full as of the date of this Affidavit, and that waivers of liens and waivers of claims through the date of this Affidavit have been obtained from all persons, firms, and corporations who have furnished services, labor, materials, equipment and supplies, except as otherwise indicated in Schedule A attached.

Design/Builder: Thermal Tech, Inc.

By: _____

Print Name

Print Title

DESIGN/BUILDER'S INTERIM AFFIDAVIT - SCHEDULE A

Page 2 of 2

Date: _____

From: THERMAL TECH, INC.

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Re: Contract No.: C006790, dated June 27, 2025, between CENTRAL FLORIDA TOURISM DISTRICT and THERMAL TECH, INC.

The following are ALL the amounts due and owing to, or claimed by, all persons, firms, corporations and union welfare and benefit funds (if any) who have furnished services, labor, materials, equipment or supplies, with respect to the above-referenced Contract. All amounts represent the total amount due and owing, or claimed, as of the date hereof and any contested, claimed, or unissued credits are specifically noted next to the amounts due and owing.

<u>Name</u>	<u>Amount Due and Owing</u>	<u>Notes</u>
-------------	---------------------------------	--------------

Please initial: _____
Design/Builder

DESIGN/BUILDER'S REQUEST FOR INFORMATION

RFI NO: _____

DATE: _____

DATE INFORMATION REQUIRED: _____

SUBMITTED BY: _____

SCHEDULE EFFECT IF THE RESPONSE IS NOT RECEIVED BY THE ABOVE REFERENCED
DATE: _____

CATEGORY _____ Information not shown on the Contract Documents
_____ Interpretation of Contract Requirements
_____ Conflict in Contract Requirements
_____ Coordination Problems

Contract Drawing Ref. _____
Shop Drawing Ref _____
Specification Ref. _____
Other: _____

SUBJECT: _____

DESCRIPTION: _____

By: _____

ENGINEER/ARCHITECT ASSIGNMENT

To: _____

Date: _____

From: _____

ENGINEER/ARCHITECT RESPONSE

REPLY: _____

By: _____

Date: _____

RESPONSE TO DESIGN/BUILDER

To: _____

Date: _____

Copy To: _____

From: _____

DIRECTIVE NO.

CONTRACT NO: C006790

DATE: _____

PROJECT: Design-Build Boiler #3 Replacement - Phase 1 (Central Energy Plant)

SUB-PROJECT: _____

DESIGN/BUILDER: Thermal Tech, Inc.

ATTACHMENTS:

DESCRIPTION: _____

Pursuant to the General Conditions of the Contract for Construction, you are hereby directed to proceed to perform the Work described above as indicated below. All work is to be accomplished in accordance with the Contract Documents. Any time extension associated with this Directive should be identified and a separate price stated to incorporate this change within the Contract completion date. Accurate records of any additional work, which may result in a change to the Contract Sum or Contract Time must be maintained. The implementation of all work now in process must be coordinated with the proposed revised conditions associated with this Directive.

The following is applicable to this Directive as marked:

- _____ A. The work described above and in the accompanying attachments will not change the Contract Sum or Contract Time.
- _____ B. The Contract Sum shall be increased/decreased by the sum of \$_____ as a result of this Directive and the Contract Time shall be increased/decreased by _____ calendar days and shall be reflected in a Change Order to be signed by the parties.
- _____ C. The amount of change, if any, to the Contract Sum or Contract Time is undetermined as of the date of the Directive. Any such change amount shall be determined in accordance with the provisions of Article 12 of the General Conditions of the Contract for Construction.
- _____ D. Proceed immediately with the changes on a time-and-materials basis. Time tickets shall be submitted daily to the Owner's Representative for verification. A formal Change Order will be issued for the actual costs based upon the signed time tickets and material invoices plus the Design/Builder's allowable mark-up as specified in the Contract Documents.
- _____ E. The parties are unable to agree at this time as to whether the work described above constitutes a change in the scope of the work of the Design/Builder. Such dispute shall be resolved in accordance with the applicable provisions in the Contract Documents.

Approved:

Recommended for Approval:

Central Florida Tourism Oversight District Date

Engineer/Architect – (insert company name) Date

Accepted:

Design/Builder: Thermal Tech, Inc. Date

Copy: Contract File

Engineer/Architect's Project Manager: _____

Owner's Project Manager: Craig Sandt

PROJECT: Design-Build Boiler #3 Replacement - Phase 1
(Central Energy Plant)

CONTRACT NO. C006790

DESIGN/BUILDER: Thermal Tech, Inc.
5141 Forsyth Commerce Road
Orlando, Florida 32807

CHANGE ORDER NO. «Change Order NO.»

DATE: «Change Order Date»

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
CHANGE ORDER

The Owner and the Design/Builder hereby agree to this Change Order for all labor, services, materials, equipment and other items or things to be furnished, provided or performed, and all other obligations, terms and conditions, as described in Exhibit A hereto, all of which shall become part of the Work.

- | | |
|---|-------------------------------------|
| 1. Original Contract Sum | \$7,910,801.00 |
| 2. Total net change by previous Change Orders | <u>«Prior Revisions Fee Amount»</u> |
| 3. Contract Sum prior to this Change Order | <u>«Prior Contract Sum Amount»</u> |
| 4. Contract Sum will be adjusted with this Change Order | <u>«Fee Amount»</u> |
| 5. Adjusted Contract Sum including this Change Order | <u>«Total Contract Fee Amount»</u> |
| 6. Original Contract Time | <u>«Original Completion Date»</u> |
| 7. Contract Time prior to this Change Order | <u>«Prior Completion Date»</u> |
| 8. Adjustment in Contract Time by this Change Order | <u>«Extended Days» days</u> |
| 9. Adjusted Contract Time including this Change Order | <u>«Current Completion Date»</u> |

Any funds payable to the Design/Builder hereunder are hereby declared to constitute trust funds in the hands of the Design/Builder to be first applied to the payment of Subcontractors, laborers and materialmen, and other costs of construction, pursuant to law.

The total amount of this Change Order is fair, reasonable and mutually agreeable, and includes all applicable taxes, insurance, bond or corporate guarantee, delivery, supervision, overhead, profit, labor, labor impact, materials, changes, cardinal change, delays, acceleration, inefficiency and cumulative impact, or any claims, lawsuits, actions or causes of action therefor, and the Design/Builder hereby waives, releases and forever discharges any and all claims, lawsuits, actions or causes of action for such items associated with or related to the Work covered by this Change Order. Without limitation on the foregoing, the parties hereto specifically acknowledge that it is their intent to hereby waive, release and forever discharge any and all cardinal change or cumulative impact claims, whether known or unknown, whether in law or in equity, whether contingent or non-contingent, and whether past, present or future, arising out of or in connection with this Change Order and all previous Change Orders.

This Change Order represents the entire and integrated agreement between the parties, and supersedes all prior negotiations and qualifications, for this change in scope; but this Change Order and the Work contemplated herein is, except as otherwise specifically provided herein, subject to all the terms and conditions of the Contract including, without limitation, those concerning payment.

OWNER
**CENTRAL FLORIDA TOURISM OVERSIGHT
DISTRICT**

DESIGN/BUILDER
THERMAL TECH, INC.

Signature: _____

Signature: _____

Print Name: S.C. Kopelousos

Print Name: _____

Title: District Administrator

Title: _____

Date: _____

Date: _____

CONTRACT NUMBER: C006790
CHANGE ORDER NO. « Change Order NO.»
Page 2

EXHIBIT A

<u>Item</u>	<u>Description</u>	<u>Value</u>
-------------	--------------------	--------------

SAMPLE

Please initial: _____
Design/Builder

PROJECT: Design-Build Boiler #3 Replacement - Phase 1 (Central Energy Plant)

CONTRACT NUMBER: C006790

CHANGE ORDER NUMBER: (C.O. No.)

CLOSE-OUT CHANGE ORDER

THIS CLOSE-OUT CHANGE ORDER, is made effective as of (Insert Change Order Date), by and between the Owner and the Design/Builder.

WHEREAS, the parties desire to close-out the above referenced Contract based upon the Contract Documents as, and to the extent, modified below.

NOW THEREFORE, in consideration of the covenants hereinafter set forth, the parties agree as follows:

1. The current status of the Contract is as follows:

Original Contract Sum	\$7,910,801.00
Total net change by previous Change Orders	\$(Insert Amount)
Contract Sum prior to this Change Order	\$(Insert Amount)
Contract Sum will be increased/decreased with this Change Order	\$(Insert Amount)
Final Contract Sum including this Change Order	\$(Insert Amount)

2. The Design/Builder certifies that all Work covered by the Contract and Change Order No. _ through _ has been completed in accordance with the terms of the Contract, including all punch list items.
3. The attached Contract Close-out Documents, all of which are incorporated herein by reference, relate to all Work performed under the Contract and all Change Orders thereto (which are inclusive of all the Work in Contract No. C006790 and, along with the other terms of this Close-out Change Order, constitute material consideration and representations to the Owner to induce the Owner into execution of this Close-out Change Order.

CONTRACT CLOSE-OUT DOCUMENTS

Attachment A	General Release
Attachment B	Design/Builder's Affidavit
Attachment C	Waiver of Claim/Waiver of Lien/Litigation List
Attachment D	Design/Builder's Guarantee to Owner
Attachment E	Consent of Surety
Attachment F	Certificate of Substantial Completion

4. RETAINAGE: Within (15) working days after approval by Owner of the Contract Close-out Documents submitted by Design/Builder hereunder and satisfaction by Owner that Design/Builder shall have complied with all provisions of the Contract Documents, final payment, constituting the entire unpaid balance of the Contract Sum shall be paid by the Owner to the Design/Builder.
5. The Design/Builder represents to the Owner that:
 - a. There are no outstanding claims, which the Design/Builder has against the Owner or Separate Design/Builders, their Subcontractors or Sub-subcontractors, on the Project, and to the best of its knowledge, there are no outstanding claims against Design/Builder, its Subcontractors or Sub-subcontractors, by Separate Contractors or their Subcontractors or Sub-subcontractors on the Project.

Please initial: _____
Design/Builder

- b. Without limitation upon the indemnity provisions contained in the Contract and in addition thereto, the Design/Builder shall indemnify, defend and hold harmless the Owner, the Owner's Representative, the parent, related, affiliated and subsidiary companies of each, and the officers, directors, agents, employees, successors and assigns of each from and against any and all claims, causes of action, liens, rights to claim a lien, suits, expenses, losses and damages (including, without limitation, any and all expenses, losses and damages, for or arising out of direct costs, indirect costs, expenses, overhead, profit, labor, labor impacts, materials, supplies, equipment, changes, cardinal changes, cumulative impacts, disruptions, hindrances, interferences, delays, acceleration, inefficiencies, lost productivity, taxes, insurance, bonds, deliveries, supervision, or any other costs, expenses, losses or damages of any nature whatsoever), judgments, and rights whatsoever, in law or in equity, known or unknown or which may hereafter accrue (hereinafter referred to collectively as "Claims") directly or indirectly (i) made or asserted by any Subcontractors or Sub-subcontractors arising out of, related to or in connection with the Contract or the Project, or (ii) arising out of or relating to any and all Claims asserted or made by any of such Subcontractors or Sub-subcontractors including, without limitation, any Claims made or asserted against any of the "Releasees" ("Releasees" being as defined in the General Release attached hereto as Attachment A), provided such Claim arises out of or relates to the Contract or the Project.
- c. If requested by the Owner, the Design/Builder shall cooperate with the Owner in gathering and providing information to the Owner regarding any claims by or against Separate Contractors.
6. The Design/Builder hereby certifies and warrants that all charges for labor, materials, supplies, equipment, lands, licenses, and other expenses under the Contract incurred up to and including the date hereof, for which the Owner might be sued or for which a lien might be filed, have been fully satisfied, paid in full and released, except for those names listed on the attached Design/Builder's Affidavit and that those listed on the Design/Builder's Affidavit shall be fully satisfied, paid in full and released prior to final payment as provided herein.
7. All other obligations of the Design/Builder under the Contract Documents remain unchanged and shall survive the disbursement of final payment and the closing hereon.
-

OWNER:
**CENTRAL FLORIDA TOURISM OVERSIGHT
DISTRICT**

DESIGN/BUILDER:
THERMAL TECH, INC.

Signature: _____

Signature: _____

Print Name: S.C. Kopelousos

Print Name: _____

Title: District Administrator

Title: _____

Date: _____

Date: _____

DESIGN/BUILDER: Thermal Tech, Inc.
CONTRACT NUMBER: C006790
CHANGE ORDER NO. (Insert C.O. Number)

GENERAL RELEASE

Attachment A

CONTRACT NO. C006790

FOR AND IN CONSIDERATION OF THE SUM OF \$_____ (Insert Amount of Final Payment, including all retainage withheld), as FINAL PAYMENT, the receipt and adequacy of which is hereby acknowledged, THERMAL TECH, INC., the undersigned, hereby fully and forever releases, acquits and discharges CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, the Owner's Representative, the Architect/Engineer and their parent, related and affiliated companies, their agents, employees, consultants, architects, engineers, officers, directors, successors and assigns, all of whom are hereinafter referred to collectively as "Releasees", from all manner of action and causes of action, suits, claims, judgments, damages, liens, claims of lien and rights whatsoever, in law or in equity, now existing or which may hereafter accrue in favor of the undersigned including, without limitation, any and all liability arising out of or in connection with that certain construction Contract dated June 27, 2025, Contract No. C006790, between CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT and Thermal Tech, Inc. and all Work, labor and materials furnished, performed or provided pursuant thereto or otherwise for the project.

The undersigned covenants that except for actions and suits based upon breaches of the terms of this Release, it shall not commence or prosecute any action or suit in law or in equity, against the Releasees, either collectively or individually, on account of any action or cause of action which now exists or which may hereafter accrue in its favor.

In addition to any other liability which shall accrue upon the breach of the covenants contained herein, undersigned shall be liable to pay all reasonable attorneys' fees and costs incurred by the Releasees in the defense of any such action or suit.

Attested on this date _____.

Thermal Tech, Inc.

(Design/Builder)

Signature

Print Name

Print Title

DESIGN/BUILDER: Thermal Tech, Inc.
CONTRACT NUMBER: C006790
CHANGE ORDER NO. (Insert C.O. Number)

DESIGN/BUILDER'S AFFIDAVIT

Attachment B
Page 1

From: THERMAL TECH, INC.

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

The undersigned, being duly sworn, upon his/her oath deposes and says:

1. That he/she is over the age of eighteen (18) years, has personal knowledge of the following facts, is authorized to make this Affidavit on behalf of the Design/Builder named above, and that this Affidavit is, in fact, made on behalf of said Design/Builder.
2. That this Affidavit is made with respect to Contract No. C006790, dated June 27, 2025, for the Design-Build Boiler #3 Replacement - Phase 1 (Central Energy Plant) project.
3. That all Work performed under the above Contract through the date of this Affidavit has been performed in accordance with the terms of said Contract.
4. That the Design/Builder covenants and warrants that all labor, materials, equipment, services and other items including, without limitation, all amounts due and owing to all persons, firms, corporations, union welfare or benefit funds (if any), furnished pursuant to the above Contract and any additions or changes thereto, have been paid in full as of the date of this Affidavit, and that waivers of lien through the date of this Affidavit have been obtained from all persons, firms, and corporations who have furnished services, labor, materials, equipment and supplies, except as otherwise indicated in Schedule A attached.

Thermal Tech, Inc.
(Design/Builder)

By: _____

Print Name

Print Title

DESIGN/BUILDER: Thermal Tech, Inc.
CONTRACT NUMBER: C006790
CHANGE ORDER NO. (Insert C.O. Number)

DESIGN/BUILDER'S AFFIDAVIT - SCHEDULE A

Attachment B
Page 2

Date: (Insert Date)

From: Thermal Tech, Inc.

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Re: Contract No.: C006790, dated June 27, 2025, between CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT and Thermal Tech, Inc.

The following are ALL the amounts due and owing to all persons, firms, corporations and union welfare and benefit funds (if any) who have furnished services, labor, materials, equipment or supplies, with respect to the above referenced Contract. All amounts represent the total amount due and owing as of the date hereof AND any contested, claimed, or unissued credits are specifically noted next to the amounts due and owing.

NAME

AMOUNT DUE AND OWING

OTHER

Please initial: _____
Design/Builder

DESIGN/BUILDER: Thermal Tech, Inc.
CONTRACT NUMBER: C006790
CHANGE ORDER NO. (Insert C.O. Number)

Attachment C

WAIVER OF CLAIM/WAIVER OF LIEN/LITIGATION LIST

DESIGN/BUILDER: Thermal Tech, Inc.

CONTRACT NO. C006790

All of the following have filed one or more of the following Notices:

(NONP) NOTICE OF NON-PAYMENT
(NOC) NOTICE OF CLAIM
(COL) CLAIM OF LIEN

Pursuant to the General Conditions, provide such releases, waivers, or satisfactions of Claims and Liens (or other documentation) in such form as the Owner may require for the following:

TYPE

COMPANY FILING NOTICE

UNDER AN ORDER GIVEN BY:

Please initial: _____
Design/Builder

DESIGN/BUILDER: Thermal Tech, Inc.
CONTRACT NUMBER: C006790
CHANGE ORDER NO. (Insert C.O. Number)

DESIGN/BUILDER'S GUARANTEE TO OWNER

Attachment D

Date: (Insert Date)

To: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

Contract No: C006790

Project: Design-Build Boiler #3 Replacement - Phase 1 (Central Energy Plant)

In further consideration of the above-referenced Contract and pursuant to the provisions thereof, the undersigned hereby guarantees to the Owner, its successors and assigns, that all Work, as defined in the Contract Documents, whether performed or caused to be performed by the undersigned, shall be free from any defects in workmanship, materials and/or equipment and shall be in strict compliance with the Contract Documents. If, within a period of one (1) year from the date of acceptance of the Work by the Owner (or such longer period of time as may be prescribed by law or otherwise specified in the Contract Documents), the Work or any portion thereof shall prove to be defective in workmanship, material and/or equipment, or in any way not in strict compliance with the Contract Documents, then the undersigned shall repair and/or, at the option of the Owner, replace at its own cost and expense all such defective or non-complying Work, together with any adjacent structures or facilities which have been displaced or damaged by so doing or which have been damaged as a result of any defect in workmanship, material and/or equipment or the failure of the Work to comply with the Contract Documents. Such repairs and/or replacements shall be performed in accordance with all terms, conditions, covenants and provisions of the Contract Documents pursuant to which the Work was performed in the first instance, except that such repairs and/or replacements shall be without cost to the Owner, its successors or assigns.

Should the undersigned fail to perform its said repair and/or replacement obligations promptly after being given notice of its breach of this Guarantee, then the Owner may perform such corrective Work or cause it to be performed by others and charge the undersigned with the cost thereof, at Owner's option; provided, however, that if, in the sole judgment of the Owner, an emergency exists as a result of any such defective or non-complying Work which, in the Owner's opinion, requires more immediate corrective action than the undersigned is able to provide, then the Owner may, without notice to the undersigned, perform such corrective Work or cause it to be performed by others and charge the undersigned with the cost thereof.

Thermal Tech, Inc.
(Design/Builder)

By: _____

(Title)

Local Representative to be contacted for service:

Design/Builder: (Thermal Tech, Inc.)
Name: _____
Address: 5141 Forsyth Commerce Road
Orlando, Florida 32807
Telephone No.: _____

CONSENT OF SURETY

Attachment E

Date: _____

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
1900 Hotel Plaza Boulevard
Lake Buena Vista, Florida 32830

Attention: Contracting Officer

Dear Ms. Kimball:

We are the surety for the "Design/Builder" under Performance and Payment Bonds issued in connection with Contract No. C006790, dated June 27, 2025, between the Design/Builder and the Owner pursuant to which Contract the Design/Builder is performing certain Work in connection with the construction of the Design-Build Boiler #3 Replacement - Phase 1 (Central Energy Plant) project. We understand that the Design/Builder desires to be paid, subject to our consent, the retainage held by the Owner under the aforesaid Contract and any Change Orders. Accordingly, please be advised as follows:

1. We hereby consent to the payment of the retainage as aforesaid.
2. Said payment shall in no way affect the aforesaid Payment and Performance Bonds or our obligations thereunder, all of which shall remain in full force and effect.

Very truly yours,

Name

Title

THIS SPECIFIC FORMAT MUST BE SUBMITTED ON THE LETTERHEAD OF THE SURETY

DESIGN/BUILDER: Thermal Tech, Inc.
CONTRACT NUMBER: C006790
CHANGE ORDER NO. (Insert C.O. Number)

Attachment F

CERTIFICATE OF SUBSTANTIAL COMPLETION

CONTRACT NO. C006790
PROJECT: Design-Build Boiler #3 Replacement - Phase 1 (Central Energy Plant)
DESIGN/BUILDER: Thermal Tech, Inc.
DATE: _____

Pursuant to the provisions of Section 9.4 of the General Conditions of the Contract for Construction, this is to certify that the Work under the above referenced Contract has been substantially completed on _____ (Insert date of substantial completion) (the "date of substantial completion") and a Punch List shall be issued within twenty (20) days.

Commencing on the day following the date of substantial completion, the Owner shall have responsibility for maintenance of the Project, utilities serving the Project and casualty insurance covering the Project; provided, however, that nothing herein contained shall relieve Design/Builder of its responsibilities under Article 11 of the General Conditions of the Contract for Construction during the period following the date of substantial completion of the Work and final completion (or thereafter with respect to Section 11.1.F of said General Conditions).

As provided in Section 9.4.1 of the General Conditions of the Contract for Construction, this Certificate of Substantial Completion shall constitute a demand for an Application for Payment (including all costs and/or fees for any outstanding Revision Orders and itemized projections for any incomplete Work), and the Design/Builder shall conclusively be deemed to have waived the right to payment of any item or fee or cost not billed within thirty (30) days of Design/Builder's receipt hereof. The issuance of this Certificate of Substantial Completion shall not constitute a waiver of any right of the Owner hereunder including, without limitation, the right to those retainages permitted by the Contract Documents.

By: _____

Name: _____

Title: _____

PUNCH LIST FOR THE
PROJECT AREA KNOWN AS
Design-Build Boiler #3 Replacement - Phase 1 (Central Energy Plant)

CONTRACT NO.: C006790

PROJECT: Design-Build Boiler #3 Replacement - Phase 1 (Central Energy Plant)

DESIGN/BUILDER: Thermal Tech, Inc.

DATE: _____

1. Pursuant to the provisions of Section 9.4 of the General Conditions of the Contract for Construction, the Owner has determined that the following items related to the Work require completion and/or correction:

SEE ATTACHED LIST (___pages), dated _____, 20__

2. Pursuant to the provisions of Section 9.4 of the General Conditions of the Contract for Construction, the Design/Builder shall submit to the Owner all items required by Section 9.4.2 of the General Conditions of the Contract for Construction, including, without limitation, the following items. All such items shall be delivered to the Owner and the Owner must approve all such items before the Design/Builder is entitled to receive payment from the Owner.

(i) Application for Payment;

(ii) As-Built Drawings; and

(iii) Retainage Reduction Change Order including all Exhibits attached thereto and all Waivers of Claim. **NOTE: THIS PROVISION WILL BE INCLUDED ONLY WHEN THE OWNER WILL RELEASE RETAINAGE.**

The items referenced in paragraph 1, above, shall be accomplished on or before _____ (insert completion date). In the event Design/Builder does not complete and/or correct such items set forth above within the time set forth above, then, in accordance with the provisions of Section 14.3 of the General Conditions of the Contract for Construction, the Owner shall have the right to complete and/or correct such items or to cause the same to be completed and/or corrected by others, and Owner shall have the right to offset such costs against any amounts then or thereafter due the Design/Builder. If the amounts then or thereafter are not sufficient to cover such costs, the Design/Builder shall pay the difference to the Owner.

Owner's Representative

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 8.1

Board Meeting Date: 06/27/2025

Subject: Resolution/Ordinance 674 – District’s 2045 Comprehensive Plan

Presented By: Katherine Luetzow, P.E., Manager, Planning & Engineering

Department: Public Works

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #8.1 Resolution/Ordinance No. 674 recommending approval of the 2045 Comprehensive Plan

RELEVANT STRATEGIC GOALS: Quality of Place

PROOF OF PUBLICATION: Resolution will be advertised 10 days prior to the Board meeting.

BACKGROUND:

Per Florida Statutes 163.3191, the District is required to update its Comprehensive Plan at minimum every seven years to reflect changes to State Statutes and/or local conditions. The Comprehensive Plan serves not only the District but also the City of Lake Buena Vista and the City of Bay Lake.

The 2045 Comprehensive Plan has been updated to meet the State requirements. All changes to existing policies from the active 2020 Comprehensive Plan and subsequent amendments are identified in strikethrough and underline format as required. All supporting documentation for each element has been updated to likewise reflect the current best available information.

The 2045 Comprehensive Plan was presented to the CFTOD Planning Board at the Planning Board meeting on May 23, 2025. The Planning Board unanimously voted to approve the 2045 Comprehensive Plan and recommended transmittal approval from the Board of Supervisors and City Councils. No changes have occurred to the document subsequent to the Planning Board meeting.

FINDINGS AND CONCLUSIONS: N/A

FISCAL IMPACT: N/A

PROCUREMENT REVIEW: N/A

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

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS:

2045 Comprehensive Plan

Published Daily in
Orange, Seminole, Lake, Osceola & Volusia Counties, Florida

Sold To:

Central Florida Tourism Oversight District - CU00123330
PO Box 690519
Orlando, FL 32869

Bill To:

Central Florida Tourism Oversight District - CU00123330
PO Box 690519
Orlando, FL 32869

**State Of Florida
County Of Orange**

Before the undersigned authority personally
appeared
Rose Williams, who on oath says that he or
she is a duly authorized representative of the
ORLANDO SENTINEL, a DAILY
newspaper published in ORANGE County,
Florida; that the attached copy of
advertisement, being a Legal Notice in:

The matter of 11150-Public Hearing Notice
Was published in said newspaper by print in
the issues of, or by publication on the
newspaper's website, if authorized on Jun 16,
2025.

Affiant further says that the newspaper
complies with all legal requirements for
publication in Chapter 50, Florida Statutes.



Signature of Affiant

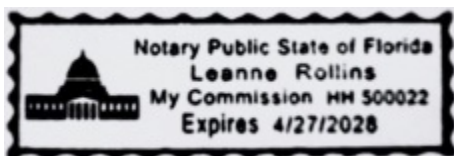
Rose Williams

Name of Affiant

Sworn to and subscribed before me on this 17 day of June, 2025,
by above Affiant, who is personally known to me (X) or who has produced identification ().



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

NOTICE OF MEETING

YOU WILL PLEASE TAKE NOTICE on June 27th 2025 at 10:30am, or as soon thereafter as practicable, the Board of Supervisors of the Central Florida Tourism Oversight District will meet in regular session at 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida. At that time and in addition to other business on the agenda, the Board of Supervisors will conduct a reading and public hearing on and consider for adoption:

Ordinance/Resolution No. 674; AN ORDINANCE/RESOLUTION OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, PROVIDING AMENDMENTS TO THE DISTRICT'S CURRENT COMPREHENSIVE PLAN INCLUDING AMENDMENTS TO THE FUTURE LAND USE MAP, THE FUTURE LAND USE ELEMENT, THE TRANSPORTATION ELEMENT, THE HOUSING ELEMENT, THE INFRASTRUCTURE ELEMENT, THE CONSERVATION ELEMENT, THE RECREATION AND OPEN SPACE ELEMENT, THE INTERGOVERNMENTAL COORDINATION ELEMENT, THE CAPITAL IMPROVEMENTS ELEMENT, AS WELL AS THE CREATION OF A PROPERTY RIGHTS ELEMENT; BY ADOPTING THE COMPREHENSIVE PLAN 2045; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE

Interested parties may appear at the public meeting and hearing to be heard with respect to the proposed resolution. If a person decides to appeal any decision made by the Board of Supervisors with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The Central Florida Tourism Oversight District is committed to reasonably accommodating the needs of anyone with a disability who wishes to attend or participate in a public meeting. In accordance with the Americans with Disabilities Act of 1990 ("ADA"), anyone who requires an accommodation, including an auxiliary aid or service for effective communication, to participate in the meeting should contact the District Clerk at (407) 934-7480, or www.oversightdistrict.org, no later than 1 business day before the scheduled meeting to ensure that the District has sufficient time to accommodate the request. In addition, Resolution No. 674 is available for public inspection and copying at the District offices 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida. Please contact the District Clerk at (407) 934-7480, or www.oversightdistrict.org, for further information.

By: Alycia M Mills, District Clerk
Central Florida Tourism Oversight District
6/16/2025 7829355

7829355



Legal Notices

Additional Public Notices can be found online at classifieds.orlandosentinel.com and floridapublicnotices.com

Miscellaneous Legals

PUBLIC NOTICE OF INTENT TO ISSUE AIR PERMIT

Florida Department of Environmental Protection
Orange County Environmental Protection Division
Draft Air Permit No. 090046-074-A
Lockheed Martin Missiles and Fire Control, Sand Lake Road Facility
Orange County, Florida

Applicant: The applicant for this project is Lockheed Martin Missiles and Fire Control. The applicant's authorized representative and mailing address is: Delbert V Cameron, EHS Engineering Senior Manager, Lockheed Martin Missiles and Fire Control, Sand Lake Road Facility, 5600 Sand Lake Road, Orlando, Florida 32819.

Facility Location: Lockheed Martin Missiles and Fire Control operates the existing Sand Lake Road Facility, which is located in Orange County at 5600 Sand Lake Road in Orlando, Florida.

Project: The applicant has applied for authorization to install six new surface coating booths which will be located in the General Services Building (designated by the facility as building M087) at the existing Sand Lake Road Facility. This installation will modify (Emissions Unit (EU) 088) – Surface Coating of Miscellaneous Metals and Plastic Parts. As part of this project, the facility will also remove eight existing surface coating booths and install one sanding booth which is exempt from permitting requirements. Emissions of regulated air pollutants from the surface coating activity are primarily volatile organic compounds (VOC) and hazardous air pollutants (HAP). This project will not modify existing facility-wide VOC and HAP emission limitations for the facility. Details of the project are provided in the application and the enclosed Technical Evaluation and Preliminary Determination.

Permitting Authority: Applications for air construction permits are subject to review in accordance with the provisions of Chapter 403, Florida Statutes (F.S.) and Chapters 62-4, 62-210 and 62-212 of the F.A.C. The proposed project is not exempt from air permitting requirements and an air permit is required to perform the proposed work. The Permitting Authority responsible for making a permit determination for this project is the Orange County Environmental Protection Division (EPD). The Permitting Authority's physical and mailing address is: 3165 McCrory Place, Suite 200, Orlando, FL 32803. The Permitting Authority's phone number is (407) 836-1400 and the email address is AirPermits@ocdep.state.fl.us.

Project File: A complete project file is available for public inspection during the normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday (except legal holidays), at the physical address indicated above for the Permitting Authority. The complete project file includes the Draft Permit, the Technical Evaluation and Preliminary Determination, the application and information submitted by the applicant (exclusive of confidential records under Section 403.111, F.S.). Interested persons may contact the Permitting Authority's project engineer for additional information. The address and phone number for the project engineer, in addition, electronic copies of these documents are available on the following web site: <https://fldep.dep.state.fl.us/air/emission/aps/default.asp>.

Notice of Intent to Issue Air Permit: The Permitting Authority gives notice of its intent to issue an air construction permit to the applicant for the project described above. The applicant has provided reasonable assurance that operation of proposed equipment will not adversely impact air quality and that the project will comply with all appropriate provisions of Chapters 62-4, 62-204, 62-210, 62-212, 62-296 and 62-297, F.A.C. The Permitting Authority will issue a Final Permit in accordance with the conditions set forth in the proposed Draft Permit unless a timely request for an administrative hearing is filed under Sections 120.569 and 120.57, F.S. or unless public comment received in accordance with this notice results in a different decision or a significant change of terms or conditions.

Comments: The Permitting Authority will accept written comments concerning the proposed Draft Permit for a period of 14 days from the date of publication of the Public Notice. Written comments must be received by the Permitting Authority by close of business (5:00 p.m.) on or before the end of this 14-day period. If written comments received result in a significant change to the Draft Permit, the Permitting Authority shall revise the Draft Permit and require, if applicable, another Public Notice. All comments filed will be made available for public inspection.

Petitions: A person whose substantial interests are affected by the proposed permitting decision may petition for an administrative hearing in accordance with Sections 120.569 and 120.57, F.S. Petitions filed by any persons other than those entitled to written notice under the proposed Draft Permit must be filed with the Office of the Public Notice or receipt of a written notice, whichever occurs first. Under Section 120.60(3), F.S., however, any person who asked the Permitting Authority for notice of agency action may file a petition within 14 days of receipt of that notice, regardless of its date of publication. A petitioner shall mail a copy of the petition to the applicant at the address indicated above, at the time of filing. A petition for administrative hearing must contain the information set forth below and must be filed (received) with the Office of the Orange County Attorney, 201 South Rosalind Avenue, Third Floor, Orlando, Florida 32801 (Telephone 407-836-7320) before the deadline. The failure of any person to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the approval of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

A petition that disputes the material facts on which the Permitting Authority's action is based must contain the following information: (a) The name and address of each agency affected and each agency's file or identification number, if known; (b) The name, address, any email address, telephone number and any facsimile number of the petitioner; the name, address any email address, telephone number, and any facsimile number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination; (c) A statement of when and how each petitioner received notice of the agency action or proposed decision; (d) A statement of all disputed issues of material fact, if there are none, the petition must so state; (e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action; (f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action including an explanation of how the alleged facts relate to the specific rules or statutes; and, (g) A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the agency to take with respect to the agency's proposed action. A petition that does not dispute the material facts upon which the Permitting Authority's action is based shall state that no such facts are in dispute and otherwise shall contain the same information as set forth above, as required by Rule 28-106.301, F.A.C.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Permitting Authority's final action may be different from the position taken by it in this Public Notice of Intent to Issue Air Permit. Persons whose substantial interests will be affected by any such final decision of the Permitting Authority on the application have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

Extension of Time: Under Rule 62-110.16(4), F.A.C., a person whose substantial interests are affected by the EPD's action may also request an extension of time to file a petition for an administrative hearing. The EPD may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of the Orange County Attorney, 201 South Rosalind Avenue, Third Floor, Orlando, Florida 32801 (Telephone 407-836-7320) before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation: Mediation is not available in this proceeding.

7829333

6/16/2025

Fictitious Name

NOTICE UNDER FICTITIOUS NAME

TO WHOM IT MAY CONCERN: Notice is hereby given that the under signed pursuant to the "Fictitious Name Statute, Chapter 865.09, Florida Statutes, will register with the Division of Corporations, Department of State, State of Florida upon receipt of this notice. The fictitious name, to-wit:

Redpin Payments
under which (I am) (we are) engaged in business at 4705 SOUTH APOPKA-VINELAND RD. SUITE 114, ORLANDO, FL 32819 That the (party) (parties) interested in said business enterprise is as follows:
CURRENCIES DIRECT INC.
4705 SOUTH APOPKA-VINELAND RD. SUITE 114
Dated at ORLANDO, Orange County, Florida, 06/12/2025

7829353

6/16/2025

NOTICE UNDER FICTITIOUS NAME

TO WHOM IT MAY CONCERN: Notice is hereby given that the under signed pursuant to the "Fictitious Name Statute, Chapter 865.09, Florida Statutes, will register with the Division of Corporations, Department of State, State of Florida upon receipt of this notice. The fictitious name, to-wit:

Redpin
under which (I am) (we are) engaged in business at 4705 SOUTH APOPKA-VINELAND RD., SUITE 114, ORLANDO, FL 32819 That the (party) (parties) interested in said business enterprise is as follows:
CURRENCIES DIRECT INC.
4705 SOUTH APOPKA-VINELAND RD. SUITE 114, ORLANDO, FL 32819
Dated at ORLANDO, Orange County, Florida, 06/12/2025

7829385

6/16/2025

NOTICE UNDER FICTITIOUS NAME

TO WHOM IT MAY CONCERN: Notice is hereby given that the under signed pursuant to the "Fictitious Name Statute, Chapter 865.09, Florida Statutes, will register with the Division of Corporations, Department of State, State of Florida upon receipt of this notice. The fictitious name, to-wit:

TarX
under which (I am) (we are) engaged in business at 4705 SOUTH APOPKA-VINELAND RD. SUITE 114, ORLANDO, FL 32819 That the (party) (parties) interested in said business enterprise is as follows:
CURRENCIES DIRECT INC.
4705 SOUTH APOPKA-VINELAND RD. SUITE 114, ORLANDO, FL 32819
Dated at ORLANDO, Orange County, Florida, 06/12/2025

7829385

6/16/2025

NOTICE UNDER FICTITIOUS NAME

TO WHOM IT MAY CONCERN: Notice is hereby given that the under signed pursuant to the "Fictitious Name Statute, Chapter 865.09, Florida Statutes, will register with the Division of Corporations, Department of State, State of Florida upon receipt of this notice. The fictitious name, to-wit:

Ivey Apartments
under which (I am) (we are) engaged in business at 30 SOUTH IVEY LANE, ORLANDO, FL 32811 That the (party) (parties) interested in said business enterprise is as follows:

ECG SOUTH IVEY LP
30 SOUTH IVEY LANE
Dated at ORLANDO, Orange County, Florida, 06/12/2025

7829477

6/16/2025

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Public Hearing Notices

ESTATES AT CHERRY LAKE COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2026 PROPOSED BUDGET(S); AND NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING.

The Board of Supervisors ("Board") of the Estates at Cherry Lake Community Development District ("District") will hold a public hearing and regular meeting as follows:

DATE: July 1, 2025
TIME: 1:00 p.m.
LOCATION: Groveland Firehouse
193 Cherry Valley Trail
Groveland, Florida 34736

The purpose of the public hearing is to receive comments and objections on the adoption of the District's proposed budget(s) for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("Proposed Budget"). A regular Board meeting of the District will also be held at the above time where the Board may consider any other business that may properly come before it. Any interested person wishing to present comments or objections prior to the Budget may be obtained at the offices of the District Manager, Rizzetta & Company, 8529 South Park Circle, Suite 330, Orlando, FL 32819, Ph: (813) 933-5571 ("District Manager's Office"), during normal business hours, or by visiting the District's website at <https://www.estatesaterrylakecd.org/>.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and/or meeting may be continued in progress to a date, time certain, and place to be specified on the record at the public hearing and/or meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at the public hearing or meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the public hearing and meeting. If you are hearing or speech impaired, please contact the District Manager's Office by dialing 7-1-1, or 1-800-955-8770 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that the person will need a record of proceedings and that accordingly the person may need to ensure that a verbatim record of the proceedings is made and that the person has evidence upon which such appeal is to be based.

District Manager
Brian Mendes
06-09-2025 & 06-16-2025 7826286

NOTICE OF MEETING
YOU WILL PLEASE TAKE NOTICE on June 27th 2025 at 10:30am, or as soon thereafter as practicable, the Board of Supervisors of the Central Florida Tourism Oversight District will meet in regular session at 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida. At that time and in addition to other business on the agenda, the Board of Supervisors will conduct a reading and public hearing on and consider for adoption:

Ordinance/Resolution No. 674: AN ORDINANCE/RESOLUTION OF THE BOARD OF SUPERVISORS TO AMEND THE FLORIDA TOURISM OVERSIGHT DISTRICT, PROVIDING FOR THE PRESENTATION OF THE DISTRICT'S CURRENT COMPREHENSIVE PLAN INCLUDING AMENDMENTS TO THE FUTURE LAND USE MAP, THE FUTURE LAND USE ELEMENT, THE TRANSPORTATION ELEMENT, THE HOUSING ELEMENT, THE INFRASTRUCTURE ELEMENT, THE CONSERVATION ELEMENT, THE RECREATION AND OPEN SPACE ELEMENT, THE INTERGOVERNMENTAL COORDINATION ELEMENT, THE CAPITAL IMPROVEMENTS ELEMENT, THE WELL PROPERTY RIGHTS ELEMENT; BY ADOPTING THE COMPREHENSIVE PLAN 2045; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE

Interested parties may appear at the public meeting and hearing to be heard with respect to the proposed resolution. If a person desires to appeal any decision made by the Board of Supervisors with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The Central Florida Tourism Oversight District is committed to reasonably accommodating the needs of anyone with a disability who wishes to attend or participate in a public meeting. In accordance with the Americans with Disabilities Act of 1990 ("ADA"), anyone who requires an accommodation, including an auxiliary aid or service for effective communication, to participate in the meeting should contact the District Clerk at (407) 934-7480 or the oversightdistrict.org, no later than 1 business day before the scheduled meeting to ensure that the District has sufficient time to accommodate the request. In addition, Resolution No. 674 is available for public inspection and copying at the District offices 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida. Please contact the District Clerk at (407) 934-7480 or www.oversightdistrict.org, for further information.

6/16/2025 7828789

NOTICE OF MEETING
YOU WILL PLEASE TAKE NOTICE on June 27th 2025 at 10:30am, or as soon thereafter as practicable, the Board of Supervisors of the Central Florida Tourism Oversight District will meet in regular session at 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida. At that time and in addition to other business on the agenda, the Board of Supervisors will conduct a reading and public hearing on and consider for adoption:

Ordinance/Resolution No. 674: AN ORDINANCE/RESOLUTION OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, PROVIDING FOR THE PRESENTATION OF THE DISTRICT'S CURRENT COMPREHENSIVE PLAN INCLUDING AMENDMENTS TO THE FUTURE LAND USE MAP, THE FUTURE LAND USE ELEMENT, THE TRANSPORTATION ELEMENT, THE HOUSING ELEMENT, THE INFRASTRUCTURE ELEMENT, THE CONSERVATION ELEMENT, THE RECREATION AND OPEN SPACE ELEMENT, THE INTERGOVERNMENTAL COORDINATION ELEMENT, THE CAPITAL IMPROVEMENTS ELEMENT, THE WELL PROPERTY RIGHTS ELEMENT; BY ADOPTING THE COMPREHENSIVE PLAN 2045; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE

Interested parties may appear at the public meeting and hearing to be heard with respect to the proposed resolution. If a person desires to appeal any decision made by the Board of Supervisors with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The Central Florida Tourism Oversight District is committed to reasonably accommodating the needs of anyone with a disability who wishes to attend or participate in a public meeting. In accordance with the Americans with Disabilities Act of 1990 ("ADA"), anyone who requires an accommodation, including an auxiliary aid or service for effective communication, to participate in the meeting should contact the District Clerk at (407) 934-7480 or the oversightdistrict.org, no later than 1 business day before the scheduled meeting to ensure that the District has sufficient time to accommodate the request. In addition, Resolution No. 674 is available for public inspection and copying at the District offices 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida. Please contact the District Clerk at (407) 934-7480 or www.oversightdistrict.org, for further information.

By: Alycia M. Mills, District Clerk
Central Florida Tourism Oversight District
6/16/2025 7829355

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Public Hearing Notices

CITY OF APOPKA PUBLIC HEARING NOTICE
The following ordinance will be read on Wednesday, July 2, 2025 at 1:30 p.m. and held over for second reading where it will be considered for adoption at the City Council meeting in the Apopka City Hall Council Chambers on Wednesday, July 2, 2025 at 1:30 p.m., or as soon thereafter as possible.

ORDINANCE NO. 3114

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING CHAPTER 6, "ALCOHOLIC BEVERAGES," OF THE CITY'S CODE OF ORDINANCES; ADDING DEFINITIONS; ESTABLISHING PROCEDURES, REQUIREMENTS, AND STANDARDS FOR OBTAINING AN OPEN CONTAINER PERMIT; SETTING FORTH VENDOR RESPONSIBILITIES; AMENDING ARTICLE 4, "USE REGULATIONS," OF THE CITY'S LAND DEVELOPMENT CODE TO CLARIFY ALCOHOL SALE RESTRICTIONS FOR MOBILE FOOD VENDORS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; CODING, CODIFICATION, AND AN EFFECTIVE DATE.

Interested parties may appear at this meeting and be heard with respect to the proposed ordinance. The proposed ordinance is available in the City Clerk's office for inspection. Please be advised that, under State law, if you decide to appeal a decision made with respect to this matter, you will need a record of the proceedings and may need to ensure that a verbatim record is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 120 East Main Street, Apopka FL 32703. Telephone: 407-703-1704, no less than 48 hours prior to the proceedings.

Dated this 12th day of June, 2025

Susan M. Bone, City Clerk
2478 E. Main Street, Apopka, FL 32703
6/16/2025 6/23/2025 7829791

Sale Notices

NOTICE OF SALE
NOTICE IS HEREBY GIVEN that the undersigned intends to the personal property described below to enforce a lien imposed on said property under the Florida Self Storage Facility Act Statutes (Section 83.801-83.809). The undersigned will sell at public sale by sealed bids, bidding to close on or before 12:00 p.m. on Wednesday, the 26th day of June, scheduled to begin at 10:30am. The sale will occur as an online auction via www.storageauction.com. The property is still and will be until sold where it has been stored, which is located at StorQuest Self Storage, 2350 SW Archer Rd, Gainesville, County of Alachua, State of Florida, the following:

A115 Rafael-Rico Correa
A180 Ylana Martinez
A157 Brittney Thigpen
B166 Bruno Klein
C133 Billingslu Therapy Services LLC
D100 Aaron Pineda
B163 Cassandra Johnson
C148 Rose Milord
C201 Kristina Valda
D107 Miguel A. Severian Gonzalez

Purchases must be paid for in Cash On All purchased items. The sale is, where is, and must be removed within 72 hours after the sale. Sales to the highest bidder. The terms of settlement between owner and obligated party.
6/09/2025 6/23/2025 7823676

Notice of Action

NOTICE OF ACTION CONSTRUCTIVE SERVICE IN THE COUNTY COURT OF THE 9th JUDICIAL CIRCUIT AND FOR OSCOLEJA COUNTY, FLORIDA (CIVIL DIVISION)
CASE NO. 2025-CC-000625-RP

SHEFFIELD FINANCIAL, A Division of Trust Bank, Plaintiff,
vs.
EDWIN GALARZA, Defendant.

TO: EDWIN GALARZA
Last Known Addresses:
2401 Kissimmee Dr
Kissimmee, FL 34741

YOU ARE HEREBY NOTIFIED that a Verified Complaint for Replevin concerning the 2024 FORD BRONCO (VIN: 3JB8VNAV42RE002090 (the "Vehicle") has been filed and commenced in this court, in Osceola County, Florida, and you are required to appear and answer your written defenses, if any, to ADAM J. WICK, ESQ., of Liebler, Gonzalez & Portuondo, attorneys for Plaintiff, whose address is: Courthouse Tower - 25th Floor, 44 West Flagler Street, Miami, FL 33130, and file the original copy of the answer styled court on or before 28TH July 2025, otherwise, a default will be entered against you for the relief demanded in the Complaint.

WITNESS my hand and seal of said Court at Osceola County, Florida on this 8th day of June, 2025.

Kelvin Soto
Clerk of the Court
2 Courthouse Square
Kissimmee, FL 34741

Attorney(s) for Plaintiff
ADAM J. WICK, ESQ.
Florida Bar No. 57998
LIEBLER, GONZALEZ & PORTUONDO
Courthouse Tower - 25th Floor
44 West Flagler Street
Miami, FL 33130
Tel: (305) 379-0400
service@lgplaw.com

ADA

IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT COURT ADMINISTRATION AT TWO COURTHOUSE SQUARE, SUITE 600, KISSIMMEE, FLORIDA 34741, TELEPHONE: (407) 343-2417 WITHIN TWO (2) WORKING DAYS OF YOUR RECEIPT OF THIS (DESCRIBE NOTICE); IF YOU ARE HEARING OR VOICE IMPAIRED, CALL 1-800-955-8771.
6/16/2025 6/23/2025 7828084

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Dissolution of Marriage

DIVORCE SUMMONS

BA25D0107DR

IN RE: THE MARRIAGE OF:

TANIQUE LAWRENCE
Petitioner/
and
LEONARD ROBINSON
Respondent/

NOTICE OF ACTION FOR PETITION FOR DISSOLUTION OF MARRIAGE

To: **LEONARD ROBINSON**
1329 S Kirkman Rd, Apt 3125,
Orlando, FL, 32811

YOU ARE NOTIFIED that an action for dissolution of marriage has been filed against you and that you are required to serve a copy of your written defense, if any, to it, on N/A Barnstable Probate Court, 3195 Main Street, Barnstable, MA, FL 02630, on or before 06/17/2025 and file the original with the clerk of this Court at 3195 Main Street. Barnstable, MA, / Florida 02630 before service on Petitioner or immediately thereafter. If you do not do so, a default may be entered against you, the relief demanded in the Petition.

Copies of all court documents in this case, including orders, are available at the Clerk of the Circuit Court's office. You may review these documents upon request. You must keep the Clerk of the Circuit Court's office notified of your current address. (You may file Notice of Current Address, Florida Supreme Court Approved Family Law Form 12.91.5.) Future papers in this lawsuit will be mailed to the address on record at the clerk's office. **WARNING: Rule 12.285, Florida Family Law Rules of Procedure, requires certain automatic disclosure of documents and information. Failure to comply can result in sanctions, including dismissal or striking of pleadings.**

Dated: 05.30.2025

CLERK OF THE CIRCUIT COURT
By: Holly A. Smith and Tanya
7822690 6/2/2025, 6/9/2025, 6/16/2025, 6/23/2025

Foreclosures

NOTICE OF SALE PURSUANT TO CHAPTER 45
NOTICE IS HEREBY GIVEN, in accordance with the Final Judgment in Case No. 2014-CA-005251, in the Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida, wherein Commerce d/b/a Commerce Bank Mortgage is the Plaintiff and Douglas R. Fabick and Linda Lindsey-Fabick and Lisa Lindsey are the Defendants. Tiffany Moore Russell, the Clerk of Court, will sell to the highest bidder, at public sale, the following described property as set forth in said Final Judgment of Mortgage Foreclosure, to-wit:

1319' of a point 66.75 feet of the Southwest Corner of the Northeast 1/4 of the Northeast 1/4 of Section 6, Township 23 South, Range 27 East, Orange County, Florida, said point being the P.C. of a curve to the left, running northeasterly with a radius of 167.36 feet, thence along a curve a length of 281.09 feet to the P.R.C. of a curve to the right with a radius of 162 feet, thence along a curve a length of 310.60 feet to a point, then north 77° 11' east 1188.82 feet to the east line of said section, thence north 80° 20' east along said east line 852.40 feet to the southeast corner of the northeast 1/4 of the northeast 1/4, thence west 1382.95 feet to the point of beginning.

Together with the following described property:

That certain parcel of land being a portion of the east fraction 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 23 South, Range 27 East, Orange County, Florida.

More particularly described as follows:

Commence at the northeast corner of Lake Avalon Groves replat, according to the plat thereof as recorded in Plat Book H, page 81 of the public records of Orange County, Florida, said corner being monumented by a 1/2" iron rod and cap lb #6723; said corner also being on the southerly line of the certain parcel of land as described in land described in Exhibit "A" of the certain warranty deed as recorded in public records Book 5826, Page 6559 of the public records of Orange County, Florida, said corner also being on the westerly line of the said east fractional 1/2 of the northeast 1/4 of Section 6, said corner also lying N00°45'18"W, a distance of 25.00 feet from the northeast corner of Lot 21-H of the certain parcel of land as described in Lake Avalon Groves replat. Said Northeast corner of Lot 21-H being monumented by a 1/2" iron rod and cap lb #6723; thence departing said east line 27.00 feet to the east fractional 1/2 of the northeast 1/4 of Section 6, a distance of 589°49'20"W, along the said southerly line of the certain parcel of land as described in Exhibit "A", a distance of 57.80 feet to most westerly corner of the certain parcel of land as described in "Exhibit A," said corner being monumented by a 1/2" iron rod (no number), said corner being referenced as follows: from the north 1/4 corner of said Section 6, being monumented by a 5" x 5" concrete monument with brass pipe #1585 and LS #1819 as recorded in the Florida Department of Environmental Protection's certified corner survey number 0012886, thence S00°44'53"E along the North - South center section line of said Section 6, a distance of 119.31 feet, thence departing said line N89°49'20"E, a distance of 1267.25 feet to said most westerly corner of the certain parcel of land as described in Exhibit "A", said corner being the A point of curvature of a circular curve concave northwesterly having a radius of 167.36 feet, thence along a curve a length of 310.60 feet to a point, then north 77° 11' east 1188.82 feet to the east line of said section, thence north 80° 20' east along said east line 852.40 feet to the southeast corner of the northeast 1/4 of the northeast 1/4, thence west 1382.95 feet to the point of beginning.

Together with that certain easement for ingress and egress created by grant of easement dated the 1st day of January, 1998 as recorded in OR Book #84, at Page 975, Public Records of Orange County, Florida.

Property address: 17017 Marsh Rd., Winter Garden, FL 34787

ANY PERSON CLAIMING AN INTEREST IN THE SURPLUS FROM THE SALE, IF ANY, OTHER THAN THE PROPERTY OWNER AS OF THE DATE OF THE SALE, MUST FILE A CLAIM BEFORE THE CLERK REPORTS THE SURPLUS AS UNCLAIMED. Dated this 11th day of June, 2025.

/s/ Christina A. Huckfeldt
Murray B. Silverstein
Florida Bar No.: 349216
Brian R. Cummings
Florida Bar No.: 23854
Christina A. Huckfeldt
Florida Bar No.: 1044185
SUSAN B. LINDSEY
100 S. Ashley Drive, Suite 500
Tampa, FL 33602
Telephone: (813) 534-7334
MurraySilverstein@stinson.com
Brian.Cummings@stinson.com
Christina.huckfeldt@stinson.com
Attorneys for Plaintiff Commerce Bank d/b/a Commerce Bank Mortgage

6/15/2025 - 6/28/2025 7828600

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Orlando, FL, 32869

Bill To:

Central Florida Tourism Oversight District - CU00123330
PO Box 690519
Orlando, FL, 32869

**State Of Florida
County Of Orange**

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized
representative of the ORLANDO SENTINEL, a DAILY newspaper
published in ORANGE County, Florida; that the attached copy of
advertisement, being a Legal Notice in:

The matter of 11200-Misc. Legal
Was published in said newspaper by print in the issues of, or by publication
on the newspaper's website, if authorized on Jun 13, 2025.

Affiant further says that the newspaper complies with all legal requirements
for publication in Chapter 50, Florida Statutes.



Signature of Affiant

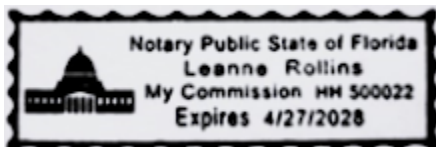
Rose Williams

Name of Affiant

Sworn to and subscribed before me on this 13 day of June, 2025,
by above Affiant, who is personally known to me (X) or who has produced identification ().



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

Orlando Sentinel

OPINION

GUEST COLUMNIST



People gather outside immigration court in Seattle on Tuesday, chanting with drums and holding up signs reading, “Free Them All Abolish ICE” and “No to Deportations” in solidarity with protesters in Los Angeles voicing opposition to ICE arrests. **MARTHA BELLISLE/AP**

Fighting for democracy, one peaceful protest at a time

May 30 marked my fifth protest this year. Despite the rain, a solid group of us showed up — some new faces, some familiar — all united by a shared belief: the direction our leaders are taking in Washington and Tallahassee does not reflect our values.

We stood together in solidarity, building community and gaining momentum. There were honks of support, a few curious passersby, and even some respectful disagreements. A French news outlet covered our gathering, but local media was, once again, largely absent.

Missing media has been the case at most of the protests I’ve attended. What draws in the media is a crowd of thousands or some form of chaos; local outlets just haven’t shown up.

But make no mistake, even if we aren’t viral, or not on the national news, this movement is alive and growing across the United States. In big cities and small towns, people are showing up — peacefully, purposefully. Many are from older generations who once marched for civil rights or stood against the Vietnam War. Today, they’re back out there, because they know what’s at stake.

As I write this, 700 Marines have been



Breana Skiles

deployed to Los Angeles. The president is calling protesters there “insurrectionists.” But they haven’t stormed government buildings or tried to silence elected officials. They’ve come to defend the defenseless. To raise their voices for justice and democracy.

The call to let your voice be heard in a peaceful and unified movement is more urgent than ever. Our protests are not what’s dividing this country. It’s those in power who are stoking the flames of hatred and fear — flames we haven’t seen burn this hot since the 1960s. We need you... Democracy needs you.

Our democracy is only as strong as the people who stand up for it. In the face of injustice, silence is not an option. We call on people of every background — of every race, age, faith, gender, identity, and belief — to come together in peace and power.

Join us. Bring your signs, your raincoats, your courage—and your friends.

Democracy doesn’t defend itself. We have to show up. All of us.

For a map showing dozens of Florida protests marking No Kings Day on Saturday, visit mobilize.us/nokings/map.

Breana Skiles lives in Casselberry.

GUEST COLUMNIST

Volunteer attorneys help close the justice gap

“Justice is the constant and perpetual will to render to every man his due” — Ulpian, Roman jurist

In Florida, the vast majority of court cases are civil in nature, meaning they involve disputes between individuals or organizations seeking resolution to a problem or compensation for damages. Civil matters can provide or deprive a person of a basic human need — food, shelter, income or safety. As providers of free representation on civil matters, legal aid organizations are an essential lifeline for thousands of Floridians faced with issues that impact their daily lives — divorce, child custody, bankruptcy, consumer rights, housing and estate planning.

The legal system depends on the work of volunteer attorneys and legal professionals to meet the needs of clients. Adequate legal representation before the courts is a foundational tenet of our democracy and one that has endured over the years. In a speech last year, Supreme Court Chief Justice John Roberts said, “...the work of legal aid lawyers is not a path to wealth or fame, but is a path to making a meaningful contribution to our society and to the cause of equality and justice for all.”

Our legal system faces significant challenges in adequately representing clients who either do not know how to access counsel or cannot afford it. A recent Legal Services Corporation Justice Gap Report reported that only 19% of low-income individuals sought legal help for their civil matters. According to the same report, nearly three-quarters of low-income Americans experienced a civil legal issue in the previous year, and a whopping 93% of those problems did not receive any or enough legal help. In a recent study by the American Bar Association, Florida ranks in the bottom tier of states with respect to legal aid representation for the low income population, with only 1.7 legal aid attorneys per 10,000 people.

While the need is great, legal access for all can be attainable through pro bono partnerships between private attorneys and legal professionals and legal aid organizations, like Community Legal Services, which also employ their own staff attorneys and legal professionals. Private attorney involvement is vital to our mission of providing judicial access and legal repre-

sentation to those who could not otherwise afford it. By our very nature, legal aid organizations are a catalyst for broader involvement of the legal profession in our communities.

Due to the ever-changing needs of our communities, legal aid firms are quick to adapt to the needs of clients as well as our volunteers.

Many legal aid firms provide free legal clinics on a variety of subjects for clients. Most questions and matters can be resolved in an hour or less, providing flexibility for busy attorneys. My firm offers a mobile legal helpline staffed by pro bono attorneys who can take client inquiries regardless of where they are physically located. We offer remote opportunities where volunteers can help without ever leaving their offices. And of course, we always have room for attorneys who can pick up more complicated matters like family law cases and see them to resolution.

Through Community Legal Services’ Peer Academy, we provide unique modular training curriculums that help lawyers become more knowledgeable in new practice areas. Participants go through a robust mentoring and networking program that provides interactions with local judges, other attorneys and case-related professionals. The program also provides attorneys with continuing legal education credits and all the support materials and templated documents they will need.

As a lawyer who has volunteered for pro bono cases, I know firsthand the time and attention demands that lawyers face. I also know the immense degree of satisfaction pro bono representation provides. It reminds us of why we entered the profession in the first place — to use our minds and our practice to create positive outcomes that may change the lives of those in need. Most importantly, legal aid organizations strengthen and enhance our communities. Without legal aid helping clients navigate the judicial system, seemingly simple legal matters could limit people’s ability to build stable, constructive, thriving lives for themselves and their families.

Jeffrey D. Harvey is the chief executive officer of Community Legal Services, a full-service civil legal aid law firm serving 12 Central Florida counties.



U.S. 17-92 Project Development & Environment (PD&E) Study

PUBLIC HEARING

The Florida Department of Transportation (FDOT) will hold a public hearing regarding the U.S. 17-92 Project Development and Environment (PD&E) Study from Ivy Mist Lane to Avenue A on Tuesday, June 24, 2025 (virtual), and Thursday, June 26, 2025 (in-person), starting at 5:30 p.m. The purpose of this project is to address current and future travel demand and improve safety. The public hearing is an opportunity for the community to learn about the study and provide feedback concerning the location, conceptual design, and social, economic, and environmental effects of the proposed improvements. In accordance with Section 4(f) of the Department of Transportation Act of 1966, FDOT is seeking comments from the public concerning the potential effects on the activities, features, and attributes of the Section 4(f) resources within the study area due to impacts resulting from the widening of U.S. 17-92. In accordance with Section 335.188, Florida Statutes, FDOT is also seeking public comment on the proposed access management reclassification for U.S. 17-92 from Wonder Court to Nocatee Street/Shepherd Lane from Access Class 3 to Access Class 5 due to tighter access needs within the Intercession City Area. Come in person at Miracle Springs Church, 5646 S. Orange Blossom Trail, Intercession City, FL 33848 on Thursday, June 26. A map of the hearing location is below. Doors will open at 5:30 p.m. The presentation will begin promptly at 6 p.m., followed by a formal public comment period.

To provide additional flexibility, FDOT is also offering online opportunities to participate:

- Join an online webinar on Tuesday, June 24, 2025, to watch the project presentation and provide comments. To attend using this option, register at <https://bit.ly/US1792PDE>. The online platform will open at 5:30 p.m. The presentation will begin promptly at 6 p.m., followed by a formal public comment period. Please allow adequate time to log in to view the presentation in its entirety.
- Visit the project website at your convenience at www.cflroads.com/project/437200-2. Visitors to the page may watch the pre-recorded presentation, view hearing materials, and submit comments and questions directly to the project manager. Meeting materials will be available beginning Tuesday, June 24, 2025, and will be the same as what will be shared at the in-person hearing. While the information will remain on the website throughout the project, please provide comments or questions by Monday, July 7, 2025, to have the comments included in the public hearing record.



A copy of the draft project documents will be available for public review from Monday, June 2, 2025, to Monday, July 7, 2025, at Osceola County Hart Memorial Central Library, 211 East Dakin Avenue, Kissimmee, FL 34741 from 9 a.m. to 9 p.m. on Monday through Thursday, from 9 a.m. to 6 p.m. on Friday and Saturday, from 12 p.m. to 6 p.m. on Sunday, and on the project website.

Persons with disabilities who require accommodations under the Americans with Disabilities Act (ADA), or persons who require translation services (free of charge), should contact David Graeber at 386-943-5392 or David.Graeber@dot.state.fl.us at least seven (7) days prior to the meeting. If you are hearing or speech impaired, please contact us by using the Florida Relay Service, 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice).

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, or family status. Persons wishing to express their concerns relative to FDOT compliance with Title VI may do so by contacting Melissa McKinney, FDOT District Five Title VI Coordinator at Melissa.McKinney@dot.state.fl.us.

The environmental review, consultation, and other actions required by applicable federal environmental laws for this project are being, or have been, carried out by FDOT pursuant to 23 U.S.C. §327 and a Memorandum of Understanding dated May 26, 2022, and executed by the Federal Highway Administration and FDOT.

For more information, please contact FDOT Project Manager, David Graeber, at (386) 943-5392, email at David.Graeber@dot.state.fl.us, or U.S. mail at Florida Department of Transportation, 719 S. Woodland Blvd., MS 501, Deland, FL 32720.

Tuesday, June 24, 2025 (virtual), and
Thursday, June 26, 2025 (in-person), at 5:30 p.m.
Miracle Springs Church
5646 S. Orange Blossom Trail,
Intercession City, FL 33848

NOTICE OF AMENDMENT TO THE
CENTRAL FLORIDA TOURISM OVERSIGHT
DISTRICT COMPREHENSIVE PLAN

A public hearing will be held in the CFTOD Administration Board Room at 1900 Hotel Plaza Blvd., Lake Buena Vista, Florida 32830 to consider Ordinance/Resolution No. 674 adopting proposed amendments to update the Central Florida Tourism Oversight District Comprehensive Plan (Plan). The title of the Ordinance/Resolution is as follows:

ORDINANCE/RESOLUTION NO. 674

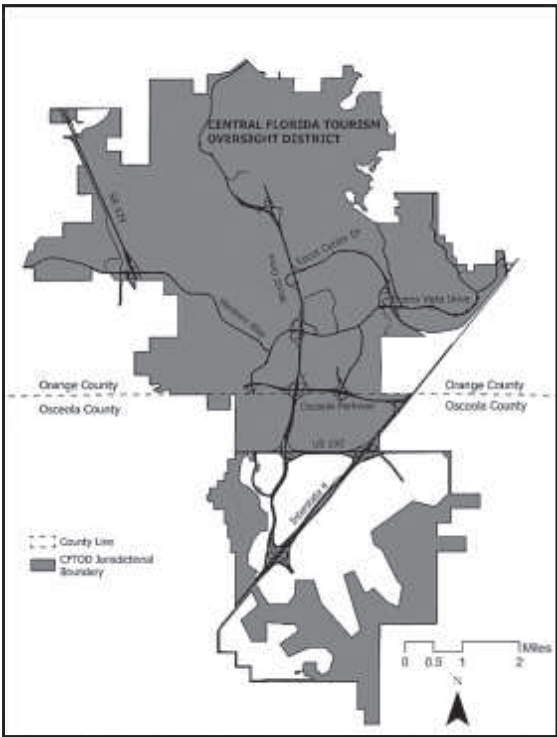
AN ORDINANCE/RESOLUTION OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, PROVIDING AMENDMENTS TO THE DISTRICT’S CURRENT COMPREHENSIVE PLAN INCLUDING AMENDMENTS TO THE FUTURE LAND USE MAP, THE FUTURE LAND USE ELEMENT, THE TRANSPORTATION ELEMENT, THE HOUSING ELEMENT, THE INFRASTRUCTURE ELEMENT, THE CONSERVATION ELEMENT, THE RECREATION AND OPEN SPACE ELEMENT, THE INTERGOVERNMENTAL COORDINATION ELEMENT, THE CAPITAL IMPROVEMENTS ELEMENT, AS WELL AS THE CREATION OF A PROPERTY RIGHTS ELEMENT; BY ADOPTING THE COMPREHENSIVE PLAN 2045; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

The hearing will be held as follows:

Friday, June 27, 2025, beginning at 10:30 AM, or as soon thereafter as the matter may be heard, by the **CFTOD Board of Supervisors.**

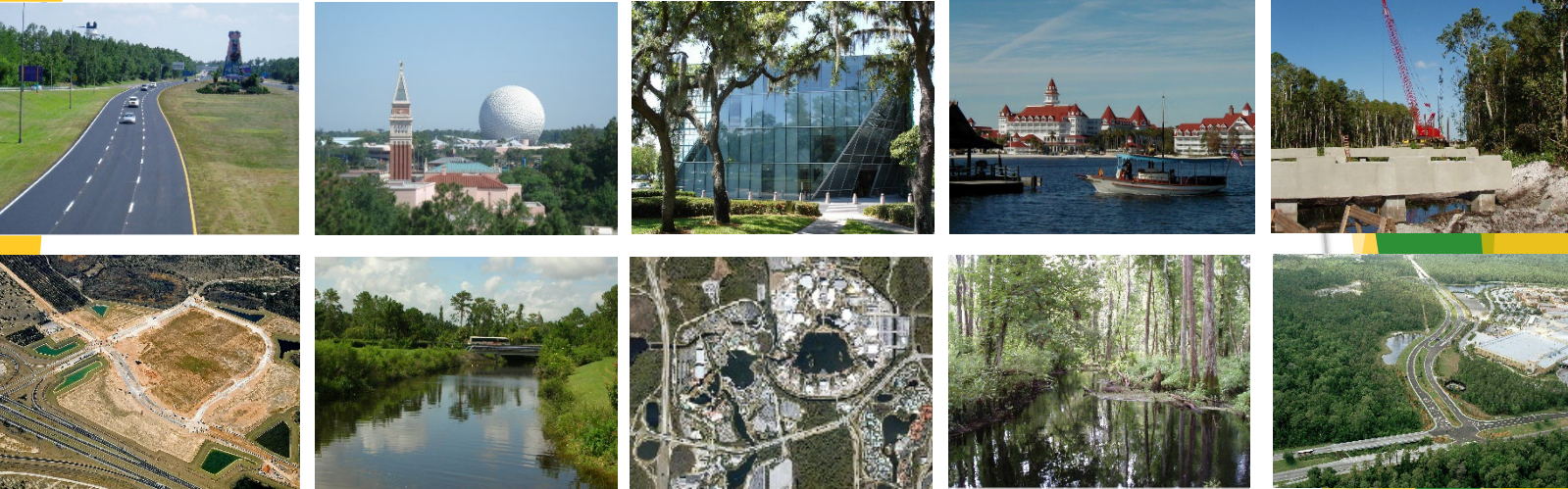
The Amendments may be inspected by the public at the Planning & Engineering Department located at 1920 East Buena Vista Drive, Suite A, Lake Buena Vista, Florida 32830. Interested parties are encouraged to appear at this hearing and provide comments.

In accordance with the Americans with Disabilities Act (ADA) persons with disabilities needing assistance to participate in any of these proceedings should contact Alycia Mills at (407) 934-7480, 48 hours in advance of the hearing.



ADVICE TO THE PUBLIC: Section 286.0105 of the Florida Statutes states that “if a person decides to appeal any decision made by a board, agency, or commission with respect to any matter considered at a meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.”

COMPREHENSIVE PLAN 2045



CENTRAL FLORIDA
TOURISM OVERSIGHT DISTRICT
City of Bay Lake
City of Lake Buena Vista

ACKNOWLEDGMENTS



Board of Supervisors / Planning Board

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Brian Aungst, Jr.

Bridget Ziegler

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City of Bay Lake – City Council

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TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION	
Purpose of the 2045 Plan	1-1
Background to the Plan	1-1
Plan Organization and Summary of Plan Goals	1-3
FUTURE LAND USE ELEMENT	
Policies	
INTRODUCTION	2A-1
GOALS, OBJECTIVES, AND POLICIES	2A-1
Supporting Data and Analysis	
PURPOSE	2B-1
EXISTING LAND USE	2B-2
History	2B-3
Community Character	2B-3
Mapping of Existing Land Uses	2B-8
Adjoining Land Uses	2B-13
LAND USE ANALYSIS	2B-14
Population Projections	2B-14
Natural Resource Opportunities and Constraints	2B-16
Public Services	2B-20
Composite Suitability for Development	2B-22
LAND DEMAND	2B-25
Introduction	2B-25
Guidelines	2B-25
Summary	2B-28
FUTURE LAND USE PLAN	2B-28
Concept	2B-28
Mapping of Future Land Uses	2B-31
Development Maximums	2B-34
Development Thresholds	2B-35
PROVISIONS TO LIMIT URBAN SPRAWL	2B-36
Primary Indicators of Sprawl	2B-36
Development Patterns or Urban Forms That Discourage Urban Sprawl	2B-39
Evaluation of Land Uses and Local Conditions	2B-42
Impact of Comprehensive Plan Development Controls on Urban Sprawl	2B-43
Public Schools Interlocal Agreement	2B-43

TRANSPORTATION ELEMENT

Policies

INTRODUCTION	3A-1
GOALS, OBJECTIVES, AND POLICIES	3A-1

Supporting Data and Analysis

PURPOSE	3B-1
EXISTING CONDITIONS	3B-1
Roadway Classification	3B-2
Existing Traffic Characteristics	3B-8
Traffic Volumes/Level of Service	3B-15
Accident Analysis	3B-26
Pedestrian Mobility	3B-28
Transit Service	3B-30
Availability of Transportation Facilities to Serve Existing Land Uses	3B-34
Growth Trends and Travel Patterns	3B-34
PROJECTED CONDITIONS ANALYSIS	3B-34
Future Travel Demand	3B-35
Travel Demand Model	3B-37

HOUSING ELEMENT

Policies

INTRODUCTION	4A-1
GOALS, OBJECTIVES, AND POLICIES	4A-1

Supporting Data and Analysis

PURPOSE	4B-1
HOUSING PROFILE OF THE DISTRICT	4B-1
Permanent Housing	4B-1
Tourist Housing	4B-3
EMPLOYMENT GENERATED HOUSING NEEDS	4B-3
The Orange County Housing for All 10-Year Action Plan	4B-7
Efforts From Within the CFTOD	4B-10

INFRASTRUCTURE ELEMENT

Policies

INTRODUCTION	5A-1
GOALS, OBJECTIVES, AND POLICIES	5A-1
Potable Water Sub-Element	5A-1
Sanitary Sewer Sub-Element	5A-8
Solid Waste Sub-Element	5A-11
Stormwater Management Sub-Element	5A-14

Supporting Data and Analysis

PURPOSE	5B-1
POTABLE WATER	5B-1
Overview	5B-1
Regulatory Framework	5B-4
Water Sources	5B-4
Storage and Pressure Systems	5B-6
Distribution Systems	5B-7
Fire Flows	5B-8
Capacity and Demand	5B-8
Operation and Maintenance	5B-10
10-YEAR WATER SUPPLY FACILITIES WORK PLAN	5B-10
Water Conservation Measures and Reclaimed Water System	5B-10
Water Demand Projections	5B-12
Supply Deficit Planning	5B-19
SANITARY SEWER	5B-25
Overview	5B-25
Regulatory Framework	5B-26
Wastewater Collection and Transmission System	5B-26
Treatment Facilities	5B-27
Effluent Disposal System	5B-27
Biosolid Disposal System	5B-28
Capacity and Demand	5B-28
Operation and Maintenance	5B-30
Sanitary Sewer Demand Projections	5B-30
Facility Needs	5B-31
SOLID WASTE	5B-33
Overview	5B-33
Regulatory Framework	5B-33
Collection System	5B-33
Transfer System	5B-34
Disposal	5B-34
Special Programs	5B-36
Operation and Maintenance	5B-36

	<u>Page</u>
Solid Waste Demand Projections	5B-37
Facility Needs	5B-38
STORMWATER MANAGEMENT	5B-40
Introduction.....	5B-40
Regulatory Framework	5B-40
Service Areas	5B-40
Existing Conditions	5B-41
Operation and Maintenance	5B-44
Needs Assessment	5B-44
Facility Needs	5B-46

CONSERVATION ELEMENT

Policies

INTRODUCTION	6A-1
GOALS, OBJECTIVES, AND POLICIES	6A-1

Supporting Data and Analysis

PURPOSE	6B-1
GROUNDWATER AQUIFER RECHARGE	6B-1
Introduction.....	6B-1
Regulatory Framework	6B-1
Recharge Characteristics	6B-2
Withdrawal Characteristics.....	6B-5
Water Quality Considerations	6B-5
SURFACE WATER AND WATER QUALITY	6B-6
Surface Water Characteristics	6B-6
Water Quality	6B-8
Flood Plain	6B-9
Precipitation.....	6B-11
GEOLOGY, SOILS, AND MINERALS	6B-11
Geology	6B-11
Soils.....	6B-11
Mineral Deposits.....	6B-15
AIR QUALITY	6B-15
FLORA AND FAUNA	6B-15
Plant Communities	6B-16
Rare, Endangered, and Threatened Species.....	6B-23
ENERGY CONSERVATION AND REDUCTION OF GREENHOUSE GASES.....	6B-25
The Build Environment	6B-25

RECREATION AND OPEN SPACE ELEMENT

Policies

INTRODUCTION	7A-1
GOALS, OBJECTIVES, AND POLICIES	7A-1

Supporting Data and Analysis

PURPOSE	7B-1
EXISTING RECREATION AND OPEN SPACE	7B-1
Existing Recreation Facilities	7B-1
Existing Open Space Areas	7B-5
ANALYSIS	7B-10
Existing Need for Recreational Facilities	7B-10
Future Need for Recreational Facilities	7B-10

INTERGOVERNMENTAL COORDINATION ELEMENT

Policies

INTRODUCTION	8A-1
GOALS, OBJECTIVES, AND POLICIES	8A-1

Supporting Data and Analysis

PURPOSE	8B-1
EXISTING COORDINATION	8B-3
Planning	8B-3
Environmental Quality	8B-3
Water, Wastewater, and Solid Waste Services	8B-3
Other Utility Services	8B-4
Health and Safety	8B-4
Transportation	8B-4
Housing	8B-5
Schools	8B-5
CFTOD Office with Primary Responsibilities	8B-5
ANALYSIS	8B-5
Local Governments and Agencies	8B-5
Regional and State Agencies	8B-6
Coordination Needs by Plan Element	8B-7

CAPITAL IMPROVEMENTS ELEMENT

Policies

INTRODUCTION	9A-1
GOALS, OBJECTIVES, AND POLICIES	9A-1

Supporting Data and Analysis

PURPOSE	9B-1
REVENUE AND FUNDING MECHANISMS	9B-2

	<u>Page</u>
Revenue Sources	9B-2
Debt-Financing Sources	9B-7
Conventional Local Government Funds Not Received by the CFTOD	9B-11
School Facilities	9B-11
ANALYSIS	9B-11
Purpose	9B-11
Current CFTOD Practices	9B-12
Fiscal Implications of the Needed Capital Projects	9B-14
Adequacy of Funding Sources	9B-28
Capacity to Pay for Capital Improvements	9B-32
IMPLEMENTATION	9B-33
Schedule of Improvements	9B-33
Capital Improvement Updates	9B-33
Concurrency Management System	9B-34
Monitoring and Evaluation Program	9B-36
Annual Evaluation of Revenue Sources	9B-37
 PROPERTY RIGHTS ELEMENT	
Policies	
INTRODUCTION	10A-1
GOALS, OBJECTIVES, AND POLICIES	10A-1
Supporting Data and Analysis	
PURPOSE	10B-1
 GLOSSARY	
11-1	
 MONITORING AND EVALUATION PROCEDURES	
PURPOSE	12-1
Annual Capital Improvement Program Updates and Evaluations	12-1
Concurrency Management Monitoring	12-1
Evaluation and Appraisal	12-1
 APPENDICES	
Appendix A Population Projections for CFTOD	

LIST OF TABLES

Page

FUTURE LAND USE ELEMENT

Policies

Table 2-1	Maximum Development – Through 2045	2A-11
Table 2-2	Projected Undeveloped/Mixed Use/Resource Management Land Area To Be Developed Through 2045	2A-13
Table 2-3	Development Thresholds for New Development or Net Redevelopment	2A-14

Supporting Data and Analysis

Table 2-4	Existing Land Use	2B-10
Table 2-5	Estimated Annual Theme/Water Park Attendance	2B-15
Table 2-6	Future Land Use	2B-32
Table 2-7	Service Generation Factors	2B-35
Table 2-8	Percent of District Land Developed.....	2B-44

TRANSPORTATION ELEMENT

Supporting Data and Analysis

Table 3-1	Existing Roadway Inventory	3B-4
Table 3-2	Existing CMS Roadway Classification Inventory	3B-8
Table 3-3	2024 Traffic Counts.....	3B-9
Table 3-4	Level of Service (LOS) Definitions	3B-15
Table 3-5	Existing Peak Hour/Peak Directional Level of Service Capacities	3B-17
Table 3-6	CFTOD Roadway Existing Level of Service (2024 Traffic Counts).....	3B-22
Table 3-7	Inventory of Existing Public Sidewalks and Pedestrian Bridges.....	3B-28
Table 3-8	Existing LYNX Service	3B-31
Table 3-9	Model Daily Volume RMSE	3B-39
Table 3-10	Model Facility Type RMSE	3B-39
Table 3-11	2030 Peak Hour / Peak Directional Level of Service Capacities.....	3B-40
Table 3-12	CFTOD Roadway 2030 Level of Service	3B-43
Table 3-13	2035 Peak Hour / Peak Directional Level of Service Capacities.....	3B-46
Table 3-14	CFTOD Roadway 2035 Level of Service	3B-49
Table 3-15	2045 Peak Hour / Peak Directional Level of Service Capacities.....	3B-52
Table 3-16	CFTOD Roadway 2045 Level of Service	3B-55

HOUSING ELEMENT

Supporting Data and Analysis

Table 4-1	Permanent and Transient Housing within the CFTOD.....	4B-3
Table 4-2	Hotel/Resort Type	4B-3
Table 4-3	2024 Income Limits and Rent Limits Based on U.S. Department of HUD	4B-5

	<u>Page</u>
Table 4-4	Low Income (≤60% AMI) / Cost Burdened (>40%) Renter Households4B-5
Table 4-5	Low Income (≤60% AMI) / Cost Burdened (>40%) Renter Households by Size4B-5
Table 4-6	2022 Renter Household by Detailed Income and Cost Burden4B-6

INFRASTRUCTURE ELEMENT

Supporting Data and Analysis

	<u>Page</u>
POTABLE WATER	
Table 5-1	Characteristics of Subdistrict I Potable Wells5B-5
Table 5-2	Characteristics of Subdistrict II Potable Wells5B-6
Table 5-3	Annual Potable Water Use Characteristics: 1991 through 2024.....5B-9
Table 5-4	Level of Service Standards for Potable Water5B-14
Table 5-5	CFTOD Water Supply Wells in SFWMD Water Use Permit 48-00009-W5B-15
Table 5-6	Projected Maximum Potable Water Demand5B-16
Table 5-7	Historic Use of Reclaimed Water5B-18
Table 5-8	Candidate Irrigation Sites for Conversion to Reclaimed Water.....5B-21
Table 5-9	CFTOD Cooling Tower Conversions.....5B-22
Table 5-10	Proposed Implementation Plan for Reclaimed Water Conversions.....5B-23
SANITARY SEWER	
Table 5-11	Wastewater Treatment Plant Characteristics5B-27
Table 5-12	Wastewater Flow Characteristics.....5B-29
Table 5-13	Level of Service Standards for Sanitary Sewer5B-30
Table 5-14	Projected Maximum Wastewater Flows.....5B-31
SOLID WASTE	
Table 5-15	Solid Waste Trends.....5B-35
Table 5-16	Level of Service Standards for Solid Waste.....5B-37
Table 5-17	Projected Class I Solid Waste Generation to Landfill5B-38

CONSERVATION ELEMENT

Supporting Data and Analysis

Table 6-1	Summary of CFTOD Water Resources6B-11
Table 6-2	Orange County Air Quality Measurements.....6B-15
Table 6-3	Protected Species Observed Within the District6B-24

RECREATION AND OPEN SPACE ELEMENT

Supporting Data and Analysis

Table 7-1	Existing Land Uses and Open Space within the District – 20257B-7
Table 7-2	Open Space Calculation.....7B-8

CAPITAL IMPROVEMENTS ELEMENT

Supporting Data and Analysis

Table 9-1	Revenue Sources (Excluding Bond Proceeds) in the CFTOD – Fiscal Year 2023.....	9B-3
Table 9-2	Assessed Valuation and Millage	9B-4
Table 9-3	Other Ad Valorem Taxes Paid by the Taxpayers in the CFTOD.....	9B-5
Table 9-4	Debt Service (Principal and Interest) on General Obligation Bonds Outstanding	9B-8
Table 9-5	Debt Service (Principal and Interest) on Utility Revenue Bonds Outstanding	9B-10
Table 9-6	Summary Five Year Schedule of Capital Improvements	9B-14
Table 9-7	Five Year Schedule of Capital Improvements for Roads	9B-16
Table 9-8	Five Year Schedule of Capital Improvements for Potable and Reuse Water	9B-20
Table 9-9	Five Year Schedule of Capital Improvements for Sanitary Sewer	9B-23
Table 9-10	Five Year Schedule of Capital Improvements for Solid Waste	9B-26
Table 9-11	Comparison of Summary Statements of Revenues, Expenditures, and Changes in Fund Balances of the General and Debt Service Funds.....	9B-29
Table 9-12	Comparison of Statements of Revenues, Expenditures, and Changes In Fund Balances of the Capital Projects Fund	9B-30
Table 9-13	Comparison of Utilities Division Operating Fund.....	9B-31
Table 9-14	Comparison of Utilities Division Status of Construction Fund	9B-32

POPULATION PROJECTIONS FOR CFTOD

Table A-1	Summary of Population Projections for the CFTOD	A-2
-----------	---	-----

LIST OF FIGURES

	<u>Page</u>
INTRODUCTION	
Figure 1-1 Regional Location Map.....	1-2
FUTURE LAND USE ELEMENT	
Policies	
Figure 2-1 Future Land Use Map Through 2045	2A-15
Supporting Data and Analysis	
Figure 2-2 Resort Areas	2B-7
Figure 2-3 Existing Land Use	2B-9
Figure 2-4 Natural Resources	2B-18
Figure 2-5 Composite Suitability Ratings.....	2B-24
Figure 2-6 Undeveloped Land	2B-30
TRANSPORTATION ELEMENT	
Policies	
Figure 3-1 2035 Roadway Network	3A-9
Figure 3-2 2045 Roadway Network	3A-10
Supporting Data and Analysis	
Figure 3-3 CFTOD Roadways – Existing Functional Classification.....	3B-6
Figure 3-4 CFTOD Roadways – Existing Administrative Classification.....	3B-7
Figure 3-5 CFTOD Roadways – Number of Lanes	3B-20
Figure 3-6 CFTOD Roadways – Existing Level of Service (2024 Traffic Counts).....	3B-25
Figure 3-7 Crash Data Map	3B-27
Figure 3-8 Existing Roadways with Sidewalks and Pedestrian Bridges	3B-29
Figure 3-9 Trip Generators and Attractors.....	3B-33
Figure 3-10 2035/2045 Trip Generators and Attractors.....	3B-36
Figure 3-11 CFTOD Roadways – 2030 LOS	3B-59
Figure 3-12 CFTOD Roadways – 2035 LOS	3B-60
Figure 3-13 CFTOD Roadways – 2045 LOS	3B-61
HOUSING ELEMENT	
Supporting Data and Analysis	
Figure 4-1 Residential Housing within CFTOD.....	4B-2
Figure 4-2 Distribution of Disney Employees and Availability of Public Transportation Service.....	4B-9

INFRASTRUCTURE ELEMENT

Supporting Data and Analysis

POTABLE WATER

Figure 5-1	CFTOD Potable Water Subdistricts	5B-3
Figure 5-2	CFTOD Water Service Territory.....	5B-13

STORMWATER MANAGEMENT

Figure 5-3	Topography	5B-42
------------	------------------	-------

CONSERVATION ELEMENT

Supporting Data and Analysis

Figure 6-1	Recharge Potential – SFWMD Map	6B-4
Figure 6-2	Recharge Potential Map – Soil Based.....	6B-4
Figure 6-3	Hydrology	6B-7
Figure 6-4	Flood Plain	6B-10
Figure 6-5	Soils.....	6B-13
Figure 6-6	Forested Uplands	6B-18
Figure 6-7	Wetlands	6B-21

RECREATION AND OPEN SPACE ELEMENT

Supporting Data and Analysis

Figure 7-2	Recreation Facilities	7B-4
Figure 7-3	Open Space Map	7B-9

INTERGOVERNMENTAL COORDINATION ELEMENT

Supporting Data and Analysis

Figure 8-1	Governmental Jurisdictions	8B-2
------------	----------------------------------	------

CAPITAL IMPROVEMENTS ELEMENT

Supporting Data and Analysis

Figure 9-1	CFTOD Roadway Capital Projects Location Map	9B-18
Figure 9-2	CFTOD Potable and Reuse Water Capital Projects Location Map.....	9B-21
Figure 9-3	CFTOD Sanitary Sewer (Wastewater) Capital Projects Location Map	9B-24
Figure 9-4	CFTOD Solid Waste Capital Projects Location Map.....	9B-27

Central Florida Tourism Oversight District
City of Bay Lake
City of Lake Buena Vista
COMPREHENSIVE PLAN
2045

INTRODUCTION

INTRODUCTION

PURPOSE OF THE 2045 PLAN

The Central Florida Tourism Oversight District 2045 Plan is intended to provide the basis for future decisions regarding land use, development, conservation and infrastructure. It serves as the District's official policy for the use of both private and public lands, as well as the Comprehensive Plan for the Cities of Bay Lake and Lake Buena Vista. The Plan provides a framework for expansion of the unique uses in the District, while managing growth, protecting the environment, ensuring health and safety, and enhancing the quality of development. It continues the high standard of planning already undertaken and extends its purview ten years into the future.

The Plan's three overall functions are: 1) to govern the location and intensity of land use and development by providing the foundation for regulating proposed new projects; 2) to convey advance direction to the private sector by stating clearly the District's expectations for growth and conservation; and 3) to guide public investment in new facilities, such as roads, water systems, and water quality facilities.

The Plan is formulated to meet requirements of the Florida Statutes, Chapter 163, Part II, "Community Planning Act", pursuant to the procedural requirements of Sections 163.3177 and 163.3184, Florida Statutes.

BACKGROUND TO THE PLAN

Prior Planning Efforts

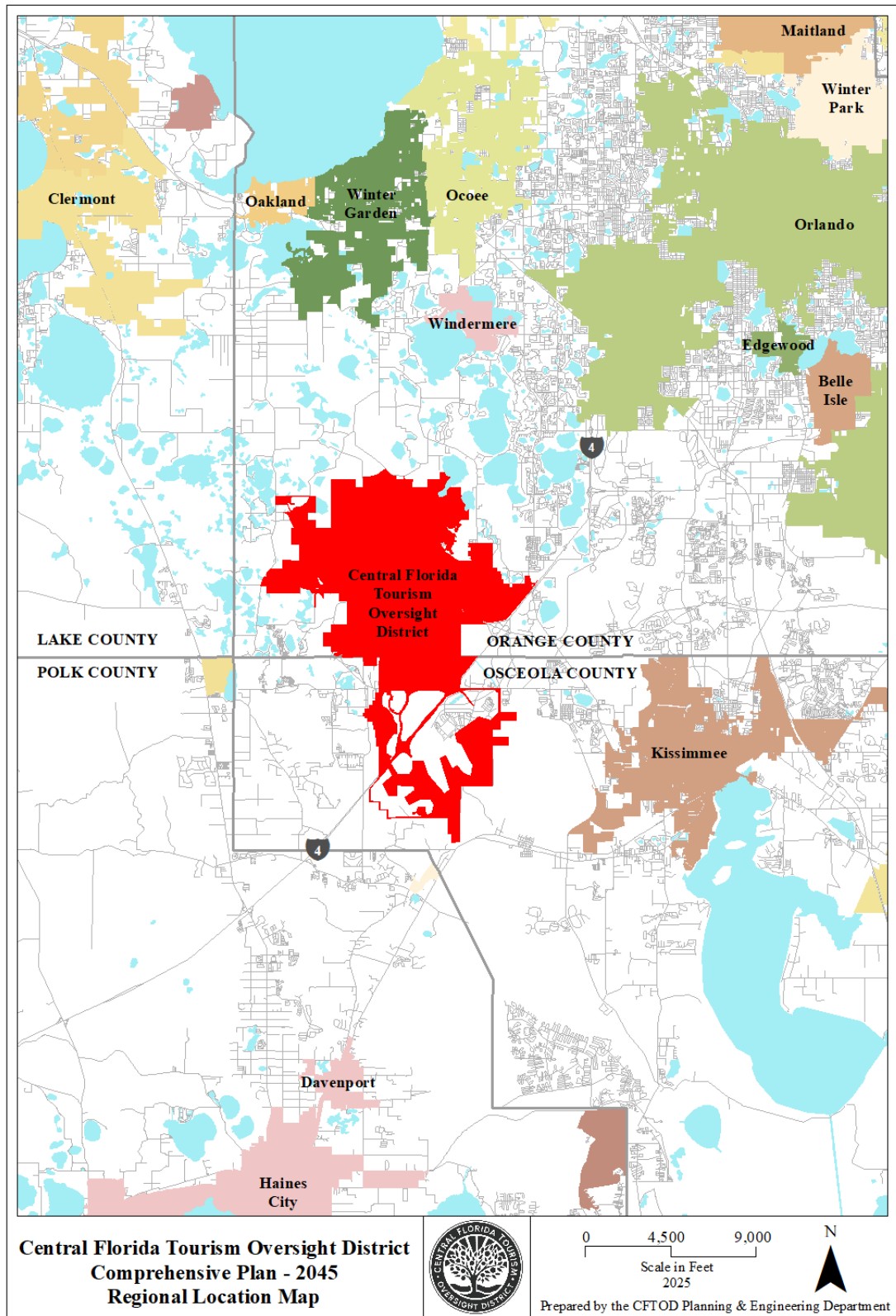
The Central Florida Tourism Oversight District was created by the Florida Legislature in 1967. It is coterminous with, and is intended to provide a full range of governmental and proprietary services for, Walt Disney World Resort. The District has been successful in anticipating, providing, and monitoring the adequacy of public facilities and roads, as well as in planning and regulating land use, development and environmental quality within its boundaries.

This Comprehensive Plan is the culmination of several prior plans and programs. Its precursors include the original private plan for the resort, prepared in 1965 prior to applicability of public planning requirements. This early plan was the basis for the first increment of development, completed in 1971, including the Magic Kingdom theme park, several hotels and two golf courses. At the time, the District was more than 16 miles from the nearest urban development.

The first plan adopted by the District, however, was completed in 1974. It stipulated new environmental guidelines and included land use regulations. Like many of CFTOD's programs, this early plan could be considered state-of-the-art since it preceded the state's local planning legislation, enacted in 1975. The District modified the 1974 Plan to adhere to these state requirements in a 1979 revision. A shopping village, an additional hotel complex and EPCOT were opened by 1982. Even when completed, these complexes still stood in relative isolation on the Interstate 4 Corridor. In 1988, the District, with still another theme park (Disney/MGM Studios) under construction, embarked on its most comprehensive effort, and adopted the resulting plan in 1991 and land development regulations in 1993. A fourth theme park, Disney's Animal

Kingdom, opened on Earth Day – April 22, 1998. The 1991 Plan was rewritten in its entirety to produce the Plan that is currently updated with each Evaluation and Appraisal (EAR).

Figure 1-1: Regional Location Map



Planning Methodology and Process

Taken as a whole, the District's Comprehensive Plans have been successfully implemented. The development maximums and infrastructure thresholds provide an excellent basis for reviewing development projects for consistency and concurrency with growth management requirements while providing the needed flexibility for landowners to respond to changing economic conditions and consumer preferences. Established Land Use categories are appropriate and sufficient land remains available for future development. This approach will continue with this Plan for the 2030 through 2045 planning horizons.

Today, the resort contains four major theme parks, a sports complex, 47 hotels/resorts with approximately 39,402 rooms including camp and RV sites, and an abundance of related entertainment, retail and recreational facilities.

Following Plan adoption and state approval, the CFTOD Land Development Regulations will be revised to be consistent with the plan. These will contain updated standards for development and infrastructure. The Plan will be maintained and monitored via annual review and evaluation.

PLAN ORGANIZATION AND SUMMARY OF PLAN GOALS

The plan contains nine elements integrated to form an internally consistent policy framework for the future: land use, transportation, housing, infrastructure, conservation, recreation and open space, intergovernmental coordination, capital improvements, and property rights. Each of these elements includes two components: Policies; and Supporting Data and Analysis. Additional data are presented in the Appendix.

The policy component of each element includes major goals and objectives, sometimes arrayed under plan subelements, and numerous policies numbered individually. For ease of reference and revision, page numbers are preceded by an element number. Policy pages are noted with the letter "A" following the element number; supporting data and analysis pages are noted with the letter "B".

Ten goals provide the foundation for the plan. These include the following:

1. To preserve the integrity of the natural environment; maintain convenient, efficient public services; minimize threats to health and safety; and control and direct future development through policies, principles and standards that support the potential for economic benefit.
2. To continue to maintain a safe, convenient efficient, and balanced transportation system to meet the multi-modal capacity requirements of existing and future development.
3. To facilitate the provision of an adequate and affordable supply of housing that accommodates all current and future permanent residents of the district.
4. To facilitate the provision of an adequate supply of affordable housing for any unmet affordable housing need generated by employment growth within the district, to the extent required by Chapter 163.
5. To provide water, sewer, solid waste, and stormwater management services to existing and future development within its boundaries in the most efficient, cost-effective, and environmentally sound manner possible.

6. To protect and conserve the natural resources of the District.
7. To promote the creation of state-of-the-art vacation and recreational facilities; to maintain and expand access to these facilities; and to retain the visual, environmental, and psychological benefits provided by open space in the District.
8. To promote intergovernmental coordination with the two cities within its boundaries; the two counties in which it is located; other local governments in the immediate vicinity; and regional, state and federal governmental entities for the mutual benefit of all involved parties.
9. To provide adequate public facilities to existing and planned development areas in a manner that is concurrent with the impacts of such development and efficient and consistent with available financial resources.
10. To respect judicially acknowledged and constitutionally protected private property rights.

Taken together, these goals, when achieved, will allow CFTOD to continue to preserve and enhance the unique setting of the Walt Disney World Resort.

Central Florida Tourism Oversight District
City of Bay Lake
City of Lake Buena Vista
COMPREHENSIVE PLAN
2045

FUTURE LAND USE
ELEMENT

Part A:
Policies

INTRODUCTION

The Future Land Use Element establishes the District's policies for growth and development over the next ~~ten~~ twenty years. It provides guidance in the location of specific uses, the density and intensity of those uses, and the overall quantity of development that may occur by ~~2020~~ 2045. The element includes two major components. The "Policy" component, Part A, includes the goals, objectives, and policies formally adopted by the District as well as the Future Land Use Map ~~and Natural Resources Map~~. The "Supporting Data and Analysis" component, Part B, provides the supporting data, descriptions of current and future conditions, and issue discussions.

GOALS, OBJECTIVES, AND POLICIES

GOAL

It is the goal of the ~~Reedy Creek Improvement~~ Central Florida Tourism Oversight District to preserve the integrity of the natural environment; maintain convenient, efficient public services; minimize threats to health and safety; and control and direct future development through policies, principles, and standards that support the potential for economic benefit.

Objective 1

To implement a land use classification system that: (1) promotes the creation of innovative entertainment, recreational, and commercial facilities; (2) provides favorable conditions for the application of new and advanced concepts in recreation-oriented community design; (3) designates areas which have been determined to be marginally suitable or unsuitable for development based on soil, vegetative, hydrologic, and topographic conditions for nonurban uses; (4) directs development into those areas where the extension of public services and facilities can be achieved with minimal impacts on natural resources, ~~as depicted on Figure 2-2~~; and (5) provides the basis for land development regulations.

Policy 1.1: The Commercial category, as shown on the Future Land Use Map, shall be used to meet the needs of people who work, visit, or stay in the District for commercial goods and services by promoting a wide range of commercial facilities and activities at convenient and readily accessible locations. Resiliency facilities, as defined in §163.3210(2)(d), F.S., shall also be allowed, subject to standards in the Land Development Regulations.

Policy 1.2: The Hotel/ Resort category, as shown on the Future Land Use Map, shall be used to denote existing resort hotels, resort hotels under construction, and vacant sites announced for possible resort hotel construction. Sites with this designation may support hotels, motels, ~~other resort units (such as~~ campsites, recreational vehicle parks, villas, and interval ownership units), and ancillary resort facilities (such as golf courses, conference centers, and equestrian areas).

- Policy 1.3: The Entertainment category, as shown on the Future Land Use Map, shall be used to denote existing gated attractions and to identify areas for the potential expansion of these attractions. Sites with this designation may also contain spectator sporting facilities [and lodging](#).
- Policy 1.4: The Support Facilities category, as shown on the Future Land Use Map, shall be used to accommodate public or private administrative, production, maintenance, storage, service, communication, and utility functions that support the entertainment, resort, and commercial activities in the District.
- Policy 1.5: The Public Facilities category, as shown on the Future Land Use Map, shall be used to accommodate existing and future public services provided by the ~~Reedy Creek Improvement~~[Central Florida Tourism Oversight](#) District, including transportation, water, reclaimed water, wastewater, energy, fire protection, administration, and solid waste facilities. [Resiliency facilities, as defined in §163.3210\(2\)\(d\), F.S., shall also be allowed, subject to standards in the Land Development Regulations.](#)
- Policy 1.6: The Mixed Use category, as shown on the Future Land Use Map, shall be used to permit innovative combinations of land use and development intensity, while ensuring that compatible uses and high aesthetic standards are maintained. [Educational or research facilities are an allowable use in the Mixed Use category. Residential uses are allowed, subject to standards in the Land Development Regulations in the Mixed Use category at a maximum density equal to the maximum density specified within the Land Development Regulations.](#)
- Policy 1.7: The Resource Management/Recreation category, as shown on the Future Land Use Map, shall be used to identify environmentally sensitive areas suited for low-intensity recreational use or landscape buffers. Where no other alternatives are feasible, development will be allowed when reviewed and approved in accordance with Future Land Use Policy 3.8. ~~(Amended by Ordinance/Resolution No. 580 adopted 10/26/2016 and Ordinance Nos. 133 and 130 adopted 11/9/2016)~~
- Policy 1.8: The Conservation category, as shown on the Future Land Use Map, shall be used to preserve semi-aquatic natural habitats, environmentally sensitive uplands, and wetlands. Structural improvements crossing the area shall be limited to the maximum extent possible.
- Policy 1.9: The Water category, as shown on the Future Land Use Map, shall be used to identify surface water bodies larger than 10 acres in size, including lakes, ponds, and canals. [Floating solar facilities \(floatovoltaics\), as defined in §163.32051\(2\), F.S., shall also be allowed, subject to standards in the Land Development Regulations.](#)
- [Policy 1.10: Pursuant to §163.3208, F.S., new and existing distribution electric substations, as defined in §163.3208\(2\), F.S. shall be permitted in all future land use categories with the exception of Conservation, Resource Management/Recreation, or historic preservation areas.](#)

Objective 2

To direct future development to appropriately designated areas on the Future Land Use Map, preserve the unique character of the ~~RCID~~CFTOD, and prevent blight and land use incompatibility in the District through the implementation of the adopted land development regulations. These regulations shall reflect the following innovative concepts: (1) development maximums, as shown in Table 2-1; (2) infrastructure thresholds, as shown in Table 2-3; (3) the vertical mixing of different land uses (such as hotel, retail, and entertainment) on a single development site; (4) the use of ferries, monorails, buses, and other alternatives to the automobile to provide access to development sites; and (5) the development of phased master-planned projects that incorporate multiple land uses (accommodations and entertainment).

- Policy 2.1: All future development shall be required to be consistent with the future land use designations shown on Figure 2-1. Definitions of each future land use category are provided in ~~the~~ Part B: Land Use Element Data and Analysis document under the heading "Future Land Use Categories."
- Policy 2.2: The subdivision of land shall be governed by provisions contained in the Land Development Regulations.
- Policy 2.3: The amount of development that occurs through ~~2020~~2045 shall be regulated by a series of thresholds that are based on the capacity of infrastructure, inclusive of planned improvements, through the year ~~2020~~2045. These thresholds are presented in Table 2-3 of this element.
- Policy 2.4: The composition of land uses added through ~~2020~~2045 shall be generally guided by the estimated development maximums contained in Table 2-1 of this element.
- Policy 2.5: Prior to the approval of new development projects, the District shall ensure that:
- (1) The cumulative quantity of development does not exceed the maximums set in Table 2-1 for any land use;
 - (2) The cumulative quantity of land that may be developed through ~~2020~~2045 shall not exceed the maximums set in Table 2-2 of the Future Land Use Element;
 - (3) The cumulative quantity of infrastructure required does not exceed the thresholds set in Table 2-3 for any service category listed;
 - (4) The level of service standards set in this Comprehensive Plan will not be reduced as a result of the proposed development; and
 - (5) No health or safety hazard will be created on any property within or adjacent to the District boundary as a result of the development.
- Policy 2.6: New development shall occur in a manner that maximizes the use of existing and planned public facilities and services including existing and future electric power generation and transmission systems.

- Policy 2.7: The ~~RCID~~CFTOD shall continue to work with the major landowners in efforts to maintain and update hotel, recreation, and entertainment facilities to ensure that a high-quality environment is maintained, including use of new technologies for energy conservation and the reduction of greenhouse gas emissions.
- Policy 2.8: The Land Development Regulations shall continue to enable new and innovative concepts, designs, and ideas in recreation and community living, transportation, communication, utilities, and energy to be carried out in the District.
- Policy 2.9: Land uses in Mixed Use areas that are potentially incompatible with one another shall be buffered through the provision of open space, berms, site design, or other suitable means, [through implementation of the Land Development Regulations](#).
- Policy 2.10: All development adjacent to any collector, minor arterial, or major arterial street shall be buffered from that street by landscaping, [through implementation of the Land Development Regulations](#).
- Policy 2.11: ~~By January 1, 2011, the~~The District shall develop noise compatibility guidelines for inclusion in the Land Development Regulations. These guidelines should ensure that a comfortable noise environment is maintained within and beyond District boundaries.
- Policy 2.12: The ~~RCID~~CFTOD shall require that at least ~~30-20~~ percent of the area within its boundaries but outside the designated Wildlife Management Conservation Area (WMCA) be set aside as open space. The area designated as open space shall be defined on an Open Space Map to be contained in the Recreation and Open Space Element of the Comprehensive Plan.
- Policy 2.13: The ~~RCID's~~ Land Development Regulations shall require that all road signage meets minimum standards for public safety and that traffic flow and parking provisions meet the minimum standards and design criteria necessary for the safe movement of automobiles and pedestrians.
- Policy 2.14 ~~Except as indicated in Policy 2.15, the~~The development maximums established by Table 2-1 shall not be changed without undergoing the plan amendment process described in Chapter 163.3184 and 163.3187, Florida ~~s~~Statutes.
- ~~Policy 2.15: For purposes of calculating the quantity of development that may be built through 2015 and 2020, the District shall allow the permitted number of Hotel/Resort rooms and Other Resort Units to be interchanged without a plan amendment, provided that such action causes no net increase in infrastructure demand. Based on the level of service standards in the Infrastructure Element, Hotel/Resort room allowances may be converted to allowances for Other Resort Units at the rate of 0.67 Other Resort Unit per Hotel room. Other Resort Unit allowances may be converted to Hotel room allowances at a 1 to 1 ratio.~~
- Policy 2.~~14~~[15](#) The District shall encourage infill development on vacant parcels that will maximize the mix of existing uses and modes of transportation.

Objective 3

To direct development in a manner which minimizes adverse impacts to natural resources ~~as depicted in Figure 2-2~~, and which minimizes hazards to life and property, including flooding.

The following policies are in addition to those found in the Conservation Element:

- Policy 3.1: The District shall abide by and enforce state and federal standards and regulations regarding development in wetlands, areas of rare plant concentration, and the habitat of species that are endangered, threatened, or of special state concern.
- Policy 3.2: Development in the 100-year flood plain shall generally be discouraged. Where such development does occur, it will only be permitted if:
- (1) compensating storage is provided within the sub-basin;
 - (2) the flood-carrying capacity of the floodway is maintained with no increase in the flood level; and
 - (3) the first floor elevation of all habitable structures is placed at least one foot above the 100-year flood elevation.
- Policy 3.3: The drainage impacts of all future projects shall be fully mitigated through a combination of improvements to canals and/or culverts, on-site retention and detention of stormwater, and maintenance of the flood carrying capacity of the floodway. Such improvements shall ensure that flow at the S-40 control structure does not exceed 3,282 cfs in a ten-year/three-day storm event, and that the drainage level-of-service standards established in the Infrastructure Element for the flood elevation on roads and parking areas are maintained. The necessary mitigation measures shall be determined by the ~~RCID~~ Planning and Engineering Department through the use of the ~~RCID~~CFTOD drainage model.
- Policy 3.4: Wherever feasible, the ~~RCID~~CFTOD shall require drought-tolerant landscaping or the development of an irrigation system that accommodates recycled water for all landscaped areas within future development.
- Policy 3.5: 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 ~~(Amended by Ordinance/Resolution No. 580 adopted 10/26/2016 and Ordinance Nos. 133 and 130 adopted 11/9/2016).~~
- Policy 3.6: ~~Unavoidable impacts to the threatened plants shown in Appendix D 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.

Policy 3.7: In accordance with national environmental goals, the loss of wetlands or deterioration of their functional value will be avoided. Where wetland impacts are unavoidable, they shall be minimized with applicable mitigation measures. Mitigation may occur anywhere within the Reedy Creek Watershed, upon agreement with all applicable state, regional, and federal agencies.

Policy 3.8: In accordance with the permits listed below, known collectively as the “Long Term Permits” (LTPs), impacts (including any secondary impacts) to wetlands and animal species within the ~~RCIDCFTOD~~ have already received conceptual approval. Mitigation for these impacts has already been finalized. The issuing agency and permit number for the LTPs are as follows:

Agency	Permit Number
South Florida Water Management District	#48-00714-P
Army Corps of Engineering	#199101901 (IP-GS)

The property owner of wetlands impacted pursuant to the LTPs may request reconsideration of the Resource Management/Recreation map designation. A formal FLUM amendment shall not be required to change the designation if the above circumstances apply ~~(Amended by Ordinance/Resolution No. 580 adopted 10/26/2016 and Ordinance Nos. 133 and 130 adopted 11/9/2016).~~

Policy 3.9: All wetlands not impacted under the Long Term Permits shall be protected by an undisturbed upland buffer a minimum of fifteen feet wide and an average of twenty-five feet wide. This buffer may be used for passive activities (e.g., pervious hiking trails) only when the activities will not adversely affect the function of the buffer or the wetland ~~(Amended by Ordinance/Resolution No. 580 adopted 10/26/2016 and Ordinance Nos. 133 and 130 adopted 11/9/2016).~~

Policy 3.10: All wetlands not impacted under the District’s Long Term Permits shall be defined as Class I or Class II. All Class I wetlands shall be placed in the Conservation Land Use category. All Class II areas shall be placed in Resource Management/Recreation ~~(RM/R)~~ Land Use category. The Land Development Regulations shall define use restrictions for Class I and II wetland areas which recognize their respective ecological values ~~(Amended by Ordinance/Resolution No. 580 adopted 10/26/2016 and Ordinance Nos. 133 and 130 adopted 11/9/2016).~~

~~Policy 3.11: Deleted (Amended by Ordinance/Resolution No. 580 adopted 10/26/2016 and Ordinance Nos. 133 and 130 adopted 11/9/2016).~~

~~Policy 3.12: Deleted (Amended by Ordinance/Resolution No. 580 adopted 10/26/2016 and Ordinance Nos. 133 and 130 adopted 11/9/2016).~~

Policy 3.13~~11~~: Where wetland boundaries have not been officially delineated by state and federal agencies, the RM/R designation shall serve as a conceptual indicator of wetland areas. In such cases, the precise delineation of wetlands shall be determined through site-specific studies and field determinations. If an area is designated RM/R and is later determined to

be nonjurisdictional by state and federal agencies, the subject property owner may request reconsideration of the map designation. A formal FLUM amendment shall not be required to change the designation if the above circumstances apply.

Policy 3.~~44~~¹²: The District shall encourage innovative approaches to wetland mitigation such as the Disney Wilderness Preserve and Mira Lago mitigation projects ~~(Amended by Ordinance/Resolution No. 580 adopted 10/26/2016 and Ordinance Nos. 133 and 130 adopted 11/9/2016).~~

Policy 3.~~45~~¹³: Site planning for new development in the ~~RCID~~^{CFTOD} shall be conducted in a manner that makes the best possible use of climatic and topographic design factors.

Policy 3.~~46~~¹⁴: In the designated Mixed Use areas, structural improvements shall be concentrated on upland sites. When development is proposed on upland sites adjacent to wetlands, such development shall not cause adverse impacts to the existing hydroperiod and hydrology of these wetlands.

Policy 3.~~47~~¹⁵: Although there are no known sites of historical or archaeological significance in the District at this time, historic or archaeological surveys shall be required in the event that such resources are discovered in the District in the future. If development is proposed in an area where such resources are found present, the District shall require appropriate measures in accordance with Chapter 5-100, Archaeological and Historic Resources, of the Land Development Regulations to conserve the resources prior to construction.

~~Policy 3.18: Deleted (Amended by Ordinance/Resolution No. 580 adopted 10/26/2016 and Ordinance Nos. 133 and 130 adopted 11/9/2016).~~

Objective 4

To reserve areas of vacant land specifically dedicated for the development of new and expanded public and support facilities so that the urban service needs generated by growth can be met.

Policy 4.1: New Support Facility areas shall be located adjacent to existing service areas, or as part of a development within the Mixed Use category.

Policy 4.2: The ~~RCID~~^{CFTOD} shall maintain ongoing coordination with the major landowners regarding activities in the Support Facility areas, and shall work collaboratively with the landowners in the siting of new facilities.

Policy 4.3: Support facility areas should be clearly organized and well-marked. Negative visual elements, such as open storage yards and construction debris, should be screened from public view.

Objective 5

To expand public services so that sufficient capacity is provided for additional development.

- Policy 5.1: Public road improvements and other applicable measures shall be undertaken so that the District transportation system can accommodate ~~the~~[current and future](#) traffic volumes ~~indicated in Table 2-3~~ without reductions in the adopted levels of service. These improvements and service levels shall be specified in the Transportation Element and Capital Improvements Element.
- Policy 5.2: Potable water system improvements shall be undertaken concurrent with the impacts of development, so that up to ~~22.2 mgd~~[allowable water use permit allocation](#) can be pumped and distributed on an average day without a reduction in the adopted level of service. These improvements shall be as specified in the Potable Water Subelement and Capital Improvements Element.
- Policy 5.3: Improvements to the sanitary sewer system shall be undertaken as needed so that wastewater can be collected, treated, and disposed on an average day without a reduction in the adopted levels of service. These improvements shall be as specified in the Sanitary Sewer Subelement and Capital Improvements Element.
- Policy 5.4: Improvements to the reclaimed water system shall be undertaken so that more than 95 percent of the District's treated effluent may be directed to the reclaimed system during dry weather.
- Policy 5.5: Improvements to the solid waste collection and disposal system shall be undertaken as needed so that Class I solid waste can be collected and transferred to regional disposal facilities on an average day without a reduction in the adopted levels of service. These improvements shall be as specified in the Solid Waste Subelement and Capital Improvements Element.
- Policy 5.6: Improvements to the solid waste collection and disposal system should be undertaken so that the District creates the capacity for diverting 50 percent of the Class I waste generated within its boundaries from landfills.
- Policy 5.7: All permits for development shall be conditioned on the availability of public facilities and services, including adequate potable water supplies, sanitary sewer capacity, solid waste collection and disposal capacity, and drainage capacity, necessary to meet the adopted level of service standards in the ~~RCID~~[CFTOD](#). Such facilities and services must be scheduled to be in place no later than the date on which the District anticipates issuing a certificate of occupancy. Prior to development approval and/or issuance of a building permit, the ~~RCID~~[CFTOD](#) Planning Department will consult with the applicable water supplier to determine whether adequate water supplies to serve the new development will be available no later than the date on which the District anticipates issuing a certificate of occupancy ~~(Amended by Ordinance/Resolution No. 580 adopted 10/26/2016 and Ordinance Nos. 133 and 130 adopted 11/9/2016).~~

Objective 6

To discourage urban sprawl by restricting the extension of ~~RCID~~CFTOD road, water, sewer, solid waste, and drainage services beyond the District boundaries into areas designated for agricultural or open space uses on the adjacent County and City General Plans, and by allowing such extensions only when the areas are designated for urban uses on such plans.

Policy 6.1: The District shall ~~maintain an affordable housing program, as defined in the Housing Element of this Comprehensive Plan, which ensures that~~ preserve the existing residential communities and encourage new housing opportunities ~~are provided~~ in proximity to the District's employment centers.

Policy 6.2: The ~~RCID's~~CFTOD's adopted Land Development Regulations shall continue to promote the development of a diverse range of land uses within District boundaries.

Policy 6.3: The ~~RCID~~CFTOD shall not deannex any developed property unless the proposed use is consistent with the receiving government's comprehensive plan, and there is an interlocal agreement in place that addresses public facility and service issues.

~~Policy 6.4: The extension of District water and sewer lines to property outside District boundaries shall only be permitted if the area to be served is designated for urban land uses on the adjacent jurisdiction's Future Land Use Map, and if development of the area would be consistent with the goals, objectives, and policies of the receiving jurisdiction's Comprehensive Plan.~~

Policy 6.~~5~~4: All annexations shall comply fully with the enabling legislation for the District and the provisions of Chapter 171, F.S. for the Cities. In the event that annexation is proposed, an annexation report shall be submitted demonstrating that the District can meet the traffic, water, sewer, solid waste, electric power generation and transmission, and stormwater management demand generated by the most intensive uses that could be permitted in the area to be annexed.

Policy 6.5: The maximum development and infrastructure thresholds are established in Tables 2-1, 2-2, and 2-3.

Policy 6.6: Adjustments to the development and infrastructure thresholds in Tables 2-1, 2-2, and 2-3 may be permitted in the event that additional land is annexed to, or deannexed from, the District or Development Agreements are executed. Such adjustments would require a formal plan amendment.

Objective 7

To update the plan in response to changing conditions, objectives, consumer preferences, laws and regulations, and to implement its policies.

Policy 7.1: The Future Land Use Map and Future Land Use Element policies shall be reviewed as needed, with a formal review conducted not less than once a year. The purpose of the review shall be to determine if the map and policies still accurately reflect expectations and

objectives for the future, and to recommend appropriate changes through the Plan amendment process, [including re-designation of RM/R nonjurisdictional areas consistent with Policies 3.8 and 3.11.](#)

Policy 7.2: The Comprehensive Plan shall undergo an evaluation and appraisal [review](#) at least once every ~~five~~[seven](#) years in response to [changing changes in state legislation or in District](#) development conditions, expectations, and objectives.

Inapplicable Rule 9J-5 Objectives

The following Rule 9J-5.006(3)(b) objectives are not relevant:

~~2. Encourage the redevelopment and renewal of blighted areas.~~

~~All facilities in the District are in good physical condition and are regularly maintained and updated. There is no blight.~~

~~3. Encourage the reduction or elimination of uses that are inconsistent with the community's character and future land uses.~~

~~Because the District has developed according to a master land use plan since its inception, and because most of the District is under single ownership, there are no instances of land use incompatibility within its boundaries. Incompatibility has been avoided by strictly adhering to the master plan. Potential incompatibility problems could arise in the future along the boundary between RCID and the unincorporated areas of the counties. These problems are addressed in the Intergovernmental Coordination Element.~~

~~5. Coordinate coastal area population densities with the appropriate local or regional hurricane evacuation plan, when applicable.~~

~~The District is not in a coastal area; therefore, the objective does not apply.~~

~~6. Coordinate future land uses by encouraging the elimination or reduction of uses inconsistent with any interagency hazard mitigation report recommendations that the local government determines to be appropriate.~~

~~There are no applicable interagency hazard mitigation reports.~~

~~11. Ensure the availability of dredge spoils disposal sites for coastal counties and municipalities that have spoils disposal responsibilities.~~

~~The RCID and its two cities do not have dredge spoils disposal responsibilities.~~

Rule 9J-5 Objectives Discussed in Other Elements

~~Rule 9J-5.006(3)(b)(7) (Coordinate with any appropriate resource planning and management plan prepared pursuant to Chapter 380, Florida Statutes, and approved by the Governor and Cabinet) is addressed in the Intergovernmental Coordination Element.~~

Table 2-1: Maximum Development – Through ~~2020~~2045

Uses	Plan Designation Where Use Is Permitted	2010-2024 Base Condition	2025 1 Year Increment Maximum	2015-2030 5 Year Increment Maximum	2020-2035 5 Year Increment Maximum	2020-2035 10 Year Increment Maximum	2045 10 Year Increment Maximum	2045 20 Year Increment Maximum
Hotel/Motel <u>Hotel/Resort</u>	Mixed Use Hotel/Resort	28,267 <u>39,801</u> Keys	<u>868 Keys</u>	6,300 <u>2,921</u> Keys	5,000 <u>3,959</u> Keys	44,300 <u>7,748</u> Keys	<u>5,527 Keys</u>	<u>13,275 Keys</u>
Hotel/Motel <u>Hotel/Resort</u>	Mixed Use 180 Acres of Western Beltway Property (Parcel Id Numbers: 21-24-27-0000-00-003, 21-24-27-0000-00-005, 21-24-27-0000-00-008) <u>21-24-27-0000-00-003</u> <u>thru 068</u>	<u>1,493 Keys</u> (Subset of <u>39,801</u> <u>Hotel/Resort</u> <u>Keys</u>		4,757 <u>248</u> <u>Keys (Subset</u> <u>of 2,921</u> <u>Hotel/Resort</u> <u>Keys</u>	<u>1,259 Keys</u> (Subset of <u>3,959</u> <u>Hotel/Resort</u> <u>Keys</u>	4,757 Room <u>1,507 Keys</u> (Subset of 44,300 Hotel/Motel <u>7,748 Hotel/</u> <u>Resort Keys</u>)		<u>1,507 Keys</u> (Subset of <u>Hotel/ Resort</u> <u>Keys Above</u>)
Other Resort <u>Unit</u>	Mixed Use Hotel/Resort	5,000 Keys		4,900 Keys		8,900 Keys		
Other Resort <u>Unit</u>	Mixed Use 180 Acres of Western Beltway Property (Parcel Id Numbers: 21-24-27-0000-00-003, 21-24-27-0000-00-005, 21-24-27-0000-00-008)			1,259 Units		1,259 Units (Subset of 8,900 Other Resort Keys)		
Golf Courses	Mixed Use Hotel/Resort	81 Holes		0 Holes	18 Holes	18 Holes		<u>18 Holes</u>
Office	Mixed Use Commercial	882,000 <u>1,033,564</u> SF	<u>200,000 SF</u>	100,000 <u>50,000</u> SF	50,000 <u>150,000</u> SF	150,000 <u>400,000</u> SF		<u>400,000 SF</u>
Retail/ Restaurant	Mixed Use Commercial	897,887 <u>1,463,222</u> SF		560,000 <u>275,000</u> SF	275,000 <u>175,000</u> SF	835,000 <u>450,000</u> SF		<u>450,000 SF</u>

Office/Retail/ Restaurant	Mixed Use 180 Acres of Western Beltway Property (Parcel Id Numbers: 21-24-27-0000-00-003, 21-24-27-0000-00-005, 21-24-27-0000-00-008) 21-24-27-0000-00-003 thru 068	190,808 SF		142,193 SF	142,192 SF	450,000 284,385 SF (Subset of 450,000 400,000 SF Office and 835,000 450,000 SF Retail/ Restaurant)		284,385 SF (Subset of 400,000 SF Office and 450,000 SF Retail/ Restaurant)
Major Theme Parks	Mixed Use Entertainment	4 Parks		0 Park	1 Park	1 Park		1 Park
Minor Theme Parks	Mixed Use Entertainment	3 Parks		1 Park	1 Park	2 Parks		2 Parks

~~(Amended by Ordinance/Resolution No. 510 adopted 07/28/2010 and Ordinance Nos. 128 and 125 adopted 07/14/2010)~~

Table 2-2: Projected Undeveloped/Mixed Use/Resource Management Land Area To Be Developed Through ~~2020~~2045

Use	2010 <u>2024</u> Average Density or Size	2020 <u>2045</u> Development Maximums	2020 <u>2045</u> Based on 2010 <u>2024</u> Density
Hotel/Motel <u>Hotel/Resort</u>	13.9 <u>14.8</u> Keys/Acre	11,300 <u>13,666</u> Keys	813 <u>923</u>
Other Resort Unit	13.9 Keys/Acre	8,900 Keys	640
Golf Course	13.1 Acres/Hole	18 Holes	236
Office/ Retail/ <u>Restaurant</u>	0.31 <u>0.26</u> FAR	150,000 <u>850,000</u> SF	42 <u>75</u>
Retail/Restaurant	0.14 FAR	835,000 SF	146
<u>New</u> Major Theme Park <u>and/or Expansion</u>	377 <u>445</u> Acres/Park	1 Park	377 <u>550</u>
<u>New</u> Minor Theme Park <u>and/or Expansion</u>	407 <u>147</u> Acres/Park	2 Parks	214 <u>300</u>
Support Facilities/ Public Facilities	-	-	250
<u>Public Facilities</u>	=	=	<u>250</u>
TOTAL			2,688 <u>2,629</u> Acres

(Amended by Ordinance/Resolution No. 510 adopted 07/28/2010 and Ordinance Nos. 128 and 125 adopted 07/14/2010)

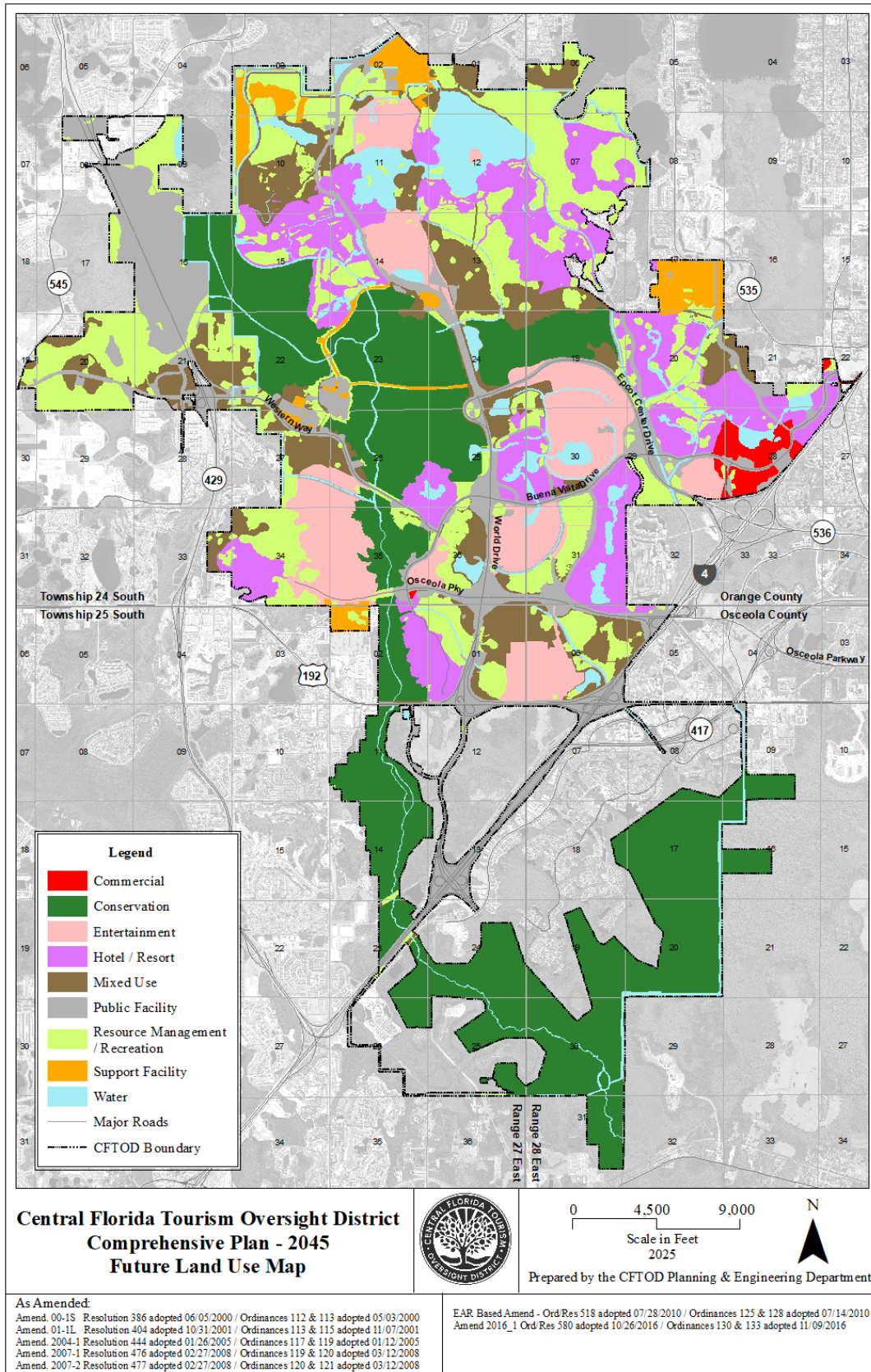
Table 2-3: Development Thresholds for ~~Mixed-Use Areas~~New Development or Net Redevelopment

Service	Unit of Measurement	2010-2024 Base Condition	2015-2035 5 10 Year	2020-2045 10 20 Year	2020-2045 Increment Maximum
Traffic	trips/average day	238,015	343,774	436,295	198,280
Water	mgd/average day	16.23 <u>16.660</u>	19.607 <u>20.894</u>	23.922 <u>22.709*</u>	7.692 <u>6.049</u> mgd
Sanitary Sewer	mgd/average day	11.641 <u>13.060</u>	14.398 <u>16.274</u>	18.263 <u>21.054</u>	6.622 <u>7.994</u> mgd
Solid Waste (transfer station weight only)	tons/average day	177,184	224,257	274,277	97,93 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

*As presented in the infrastructure Element CFTOD believes the District's planned cooling tower and irrigation system conversions to reused water have the potential to reduce groundwater withdrawals by an additional 0.887 +/- MGD – an amount sufficient to offset the projected 0.509 MGD in excess of the District's SFWMD allocation.

~~(Amended by Ordinance/Resolution No. 510 adopted 07/28/2010 and Ordinance Nos. 128 and 125 adopted 07/14/2010)~~

Figure 2-1: Future Land Use Map Through ~~2020~~2045



Central Florida Tourism Oversight District
City of Bay Lake
City of Lake Buena Vista
COMPREHENSIVE PLAN
2045

FUTURE LAND USE
ELEMENT

Part B:
Supporting Data and Analysis

PURPOSE

The Future Land Use Element provides the framework for decisions regarding growth in the Central Florida Tourism Oversight District (CFTOD). The element discusses the factors affecting growth and presents goals, objectives, and policies for how and where development may occur. Its cornerstone is the Future Land Use Map, a graphic depiction of planned land uses through the year 2045.

The Future Land Use Map (Figure 2-1) is based on an evaluation of the suitability of land for development and the availability of public services and infrastructure to accommodate growth in the District. The map also reflects the unique role of the District as a service provider to one principal landowner, as well as that landowner's unique role as a service provider in the international market for resort and entertainment facilities. Whereas growth in cities and counties is driven by increases in local population and employment, growth in the CFTOD is driven by the demand for leisure-time activities in the United States and abroad.

Although the Future Land Use Element is just one of the nine elements that comprise the CFTOD Comprehensive Plan, it is the element that sets the direction for the other eight. It provides the basis for future road and utility plans through the year 2045. It is the foundation of the District's Land Development Regulations and its capital improvement plans. Its policies ensure that future development will occur in a manner that minimizes conflict with the surrounding natural and built environment, and protects the health and safety of residents, visitors, and employees.

The CFTOD differs substantially from other Florida local governments in its land use mix, economic base, and pattern of land ownership. Accordingly, this element has been written to reflect those special circumstances. Where the element departs from the format and content required by Florida Statutes (F.S.) Chapter 163, justification for the alternative approach is provided. Such departures are made in the population projections and in the land use categories.

As in previous plans for the District, the flexibility to adapt to changing technology, values, consumer preferences, and development forms is maintained. This flexibility is essential to maintain the community's position as one of the world's premiere resort destinations. The Central Florida Tourism Oversight District Land Development Regulations provide the legal mechanism to ensure that a quality environment is maintained within the flexible framework prescribed in the Comprehensive Plan.

The element begins with a description of existing land use: that is, the type and location of development and open space in the District. The character of the District and adjoining land is described in maps, tables, and text. The element continues with a discussion of the factors affecting future land use in the District, looking first at the suitability of land for development, second at the availability of infrastructure and public services, and third at the demand for land based on expected growth. The Future Land Use Map is then described. For each area designated on the map, a range of permitted uses and development intensities is set forth. Goals, objectives, and policies are presented in the Policies component preceding the Data and Analysis component. Population Projections are contained in Appendix A.

EXISTING LAND USE

HISTORY

The Central Florida Tourism Oversight District and the cities of Bay Lake and Lake Buena Vista were created by the Florida Legislature in 1967 to provide a full range of government services to the original 27,400-acre site that was to become the Walt Disney World Resort. The cities were given most powers common to other municipalities in the state, while the District was authorized to provide a full range of urban services, including the adoption of zoning and building codes.

Initial phases of the Disney plans announced at that time included: a theme park modeled after Disneyland in Southern California; a planned city with a balance of commercial, industrial, and residential uses; and a greenbelt to buffer the community from development on its periphery. The first phase of the project, the Magic Kingdom Theme Park, opened in 1971, accompanied in Bay Lake by two resort hotels and a golf course and in Lake Buena Vista by several franchised hotels. The Walt Disney World Shopping Village opened in 1975. A second theme park, EPCOT opened in 1982 as a showcase for technologies and cultures of the world instead of the planned city originally envisioned.

Rapid expansion occurred during the late 1980s and early 1990s. New resort hotels and attractions (including Disney/MGM Studios) were constructed within both Bay Lake and Lake Buena Vista. Nearly 10,000 hotel rooms were added between 1988 and 1992. Roads and utilities within the District were expanded to accommodate the increased level of development and support facilities for the attractions, and the resorts grew significantly. Facilities and services were provided concurrently with development.

Development continued into the mid to late 1990s, with over 7,000 hotel rooms added between 1994 and 1997. A major sports complex was added in 1997. A fourth major theme park (Disney's Animal Kingdom) opened in early 1998. Walt Disney World Village evolved into Downtown Disney, more than doubling in size with new attractions and amenities. An extensive network of infrastructure improvements accompanied the expansion, including construction of Osceola Parkway and the extension of World Drive to I-4. At the same time, nearly 5,000 acres of the District were de-annexed to Osceola County for the development of Celebration, a neo-traditional community containing housing, recreation, and employment centers.

Disney added two new resorts with 4,190 rooms on undeveloped land and demolished the Disney Institute Village to construct a new resort with 1,260 rooms. In total 1,233 rooms were demolished to make room for entirely new hotel/resort buildings or reconfigured to create suites. An additional 1,966 resort units were also added to existing resorts bringing the net number of rooms added from 1999-2010 to 6,183. Although no new theme parks were opened from 1999 through 2010, a number of major attractions were added to existing parks. The River Country Water Park and Pleasure Island were closed and the Eagle Pines Golf Course was de-annexed into Orange County and re-graded for the construction of a mixed residential and fractional ownership development.

Theme park and hotel/resort redevelopment along with extensive infrastructure improvements continued into the 2020's. Continuous redevelopment and growth within the District are inevitable. New or reimagined resorts and attractions keep visitors coming back, expand the fan base, and accommodate an ever-growing number of visitors to Central Florida.

New lands and attractions opened in Magic Kingdom (2012-14 and 2023), Disney's Animal Kingdom (2017), Disney's Hollywood Studios (2018 and 2019), and EPCOT (2020-2024). Disney announced new redevelopment projects beginning in 2025 at Magic Kingdom and Animal Kingdom. Tom Sawyer Island and Rivers of American will be closing in 2025 to make room for a new Frontierland expansion based on the Pixar Cars franchise. Disney has also announced a new Villiansland and for the Magic Kingdom. In early 2025, Dinoland will be demolished at Animal Kingdom to provide space for a new land themed to the Tropical Americas.

From 2011 through 2024, an additional 5,885 hotel/resort rooms opened net of 1,384 demolished or extensively remodeled. An additional 1,240 hotel rooms are currently under construction with 250 approved for construction, but currently on hold. Downtown Disney was renovated, expanded, and renamed Disney Springs. In conjunction with the Disney Springs construction, the District constructed two parking garages with a third parking garage completed in 2019.

COMMUNITY CHARACTER

Because of the District's size and the character of a large part of its land, Walt Disney World has always been perceived as a free-standing community buffered by forested open space from surrounding urban areas. The community's setting enhances the sense of arrival for visitors and screens the community from development on its periphery.

When the Magic Kingdom opened in 1971, it was more than 16 miles from the nearest urban development. Today, the edge of the Orlando urban area is adjacent to the District's east side and there are new communities planned or under construction to the north, west, and south of District boundaries. The perimeter of the District has evolved from a tourist-oriented landscape to a full-service community with year-round housing, community-oriented shopping, and non-service industry employment.

Within the District boundaries, distinct activity areas have developed. These areas, illustrated in Figure 2-2, are generally separated from each other by forested open space and are connected by limited access roads.

Magic Kingdom Resort Area

The Magic Kingdom area is the District's oldest and perhaps most familiar activity area. It consisting of the Magic Kingdom theme park and associated parking areas, four resorts with a total of 3,846 rooms and convention space, two 18-hole golf courses, a 9-hole par 3 course, and a service utility area that includes warehouse, maintenance, administrative, construction landfill, and production facilities. Development is generally oriented in a concentric ring around Seven Seas Lagoon, a recreational lake providing water sports activities for the resorts and transportation (ferries) to the Magic Kingdom. A monorail loop follows the lake's perimeter, linking the hotels and the Magic Kingdom and providing access to the transportation transfer station for connections to EPCOT. Many of the individual development sites are separated from one another by open space, landscaping, and wetlands.

Fort Wilderness Resort Area

The Fort Wilderness activity area includes the Wilderness Lodge Resort and Copper Creek Villas and Cabins, Fort Wilderness Resort & Campgrounds, Four Seasons Resort and Golf Course, and the City of Bay Lake residential area. The area is densely wooded and maintains a low profile relative to other activity

areas within the District. The environment provides the luxury of a 5 star hotel to a more rustic vacation experience for visitors that emphasizes outdoor activities, such as hiking and horseback riding. Infrastructure is in place for construction of a new resort on the former River Country water park site. As currently approved construction plans include 974 rooms bring the total accommodations including campsites to 3,392. This project was on hold due to the COVID 19 pandemic, but has recently restarted construction. Additionally, Disney recently replaced all 365 cabins at Fort Wilderness with new prefabricated cabins.

EPCOT / Studios Resort Area

The EPCOT area includes EPCOT and Disney's Hollywood Studios theme parks, associated parking and support facility areas, nine resorts with 7,039 rooms plus convention space, and a retail, entertainment and dining complex. Development is oriented around a series of lakes, many of which are interconnected by canals. EPCOT is the most prominent feature in this area; its 18-story geo-sphere has become a universally recognized landmark. EPCOT is currently undergoing a transformation that will offer new attractions, venues, and experiences. A wellness center for Disney's cast members and their families is located within EPCOT's cast parking facility. Disney's Hollywood Studios consists of a theme park oriented to the television and motion picture industries and recently opened areas dedicated to its Toy Story and Star Wars story lines. Fantasia Miniature Golf with two courses is also located within the EPCOT / Studios resort area.

A new gondola transportation system has been added to transport guests between Hollywood Studios, EPCOT, and four area resorts. A 22 acre Duke Energy solar farm on E Resorts Blvd provides roughly 5 MWh of electricity – the equivalent of 1,000 residential solar rooftop systems.

Disney Springs Resort Area

Disney Springs is a retail, dining, and entertainment complex on the shores of Village Lake. Disney Springs includes four architecturally unique districts—The Marketplace, The Landing, Town Center, and Westside. An 18-hole golf course located to the west of Disney Springs winds its way through a number of area resorts. To the south of Disney Springs are several architecturally distinct office buildings, including the 400,000 square foot Team Disney Administration Building and the Walt Disney World Casting Center.

Beyond Disney Springs, the area includes 8,926 resort rooms and convention space. Disney Springs resort area also includes Typhoon Lagoon (a themed water park), a walk-in medical care facility and the residential portion of the City of Lake Buena Vista.

Lake Buena Vista includes the Administration Area located adjacent to CR 535 about three miles north of Interstate 4 and the Saratoga Springs services area. These areas receive few visitors and are primarily used for production, maintenance, engineering, distribution, and administrative activities. It consists of large, low-rise warehouse structures, parking lots, office buildings, communications equipment, electrical substations, outdoor work areas, an Orange County Sheriff's substation, an employee softball field, and a child care facility.

Animal Kingdom Resort Area

The Animal Kingdom area is located west of Reedy Creek at the end of Osceola Parkway. It includes the Animal Kingdom theme park and the Blizzard Beach themed water park with the Winter Summerland Miniature Golf. It includes 9,580 resort rooms. Support service areas are located to the north and south of

the Animal Kingdom Theme Park. The service area to the north contains a long-established complex of public facilities such as the wastewater treatment plant, transfer station, tech services, and environmental services lab. Private service facilities include a bus maintenance facility, property control facility, general maintenance facilities, and the tree farm. The service area to the south was constructed to support Animal Kingdom and includes support buildings, as well as a child care facility.

ESPN Wide World of Sports Resort Area

This area includes land bordered by Osceola Parkway on the north, US 192 on the south, World Drive on the west, and I-4 on the east. The area's major development is ESPN Wide World of Sports, a complex of athletic fields and spectator sports facilities. The complex includes playing fields, three arenas, a baseball stadium, a restaurant, office and retail space, and various accessory buildings. ESPN Wide World of Sports is abutted by several large upland sites suitable for future development. Pop Century and Disney's Art of Animation Resorts with 4,864 rooms is located within the resort area. The gondola transportation system also serves these two resorts. Support facilities are also located within this resort area.

Flamingo Crossings / SR 429 Resort Area

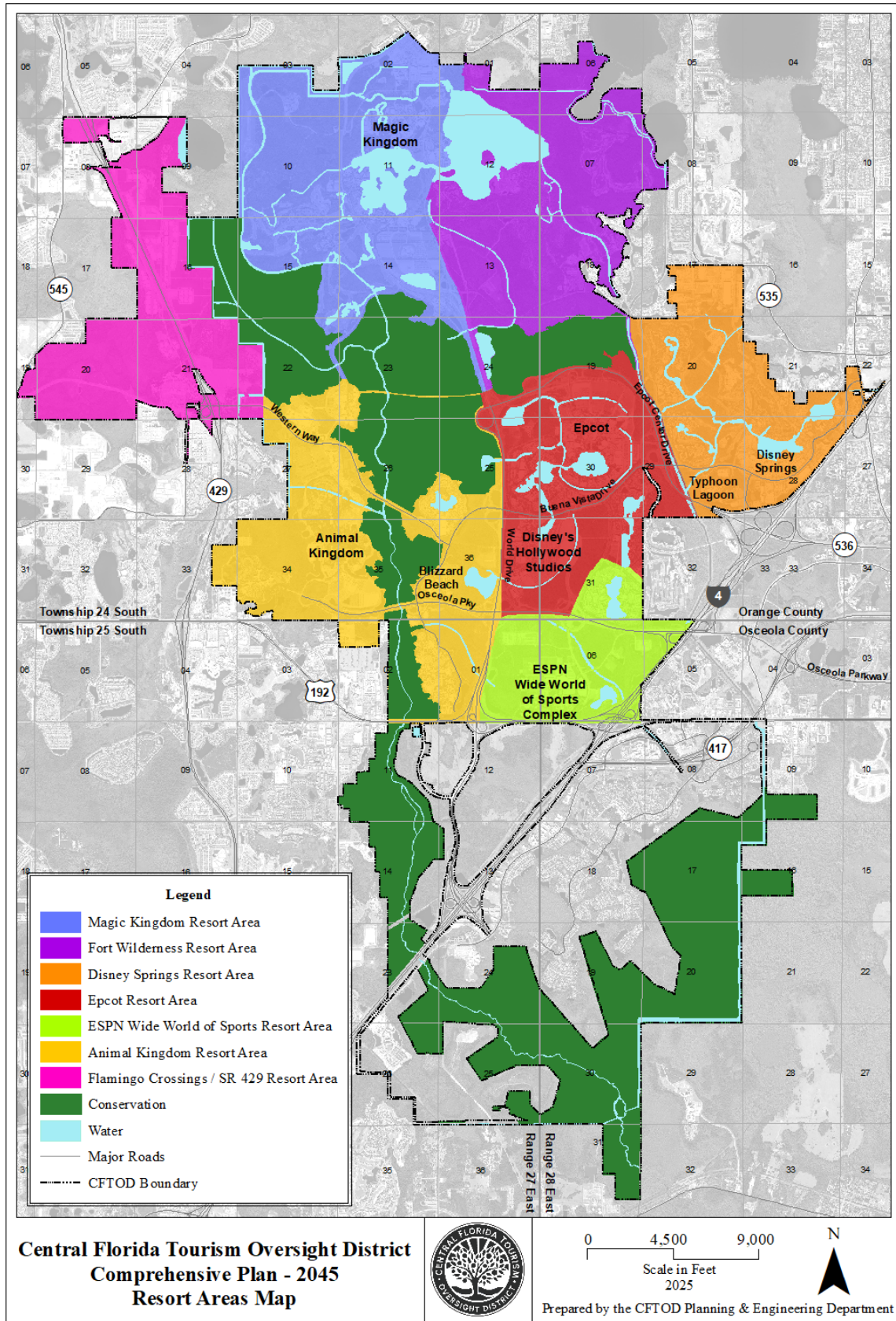
This area is located in the western most portion of the District, and until 2014 when construction of two hotels started, consisted primarily of the infrastructure for Phase 1 of a 248-acre value oriented mixed-use tourist commercial district of third-party branded lodging, retail, and dining establishments. The two hotels opened in 2016 with 502 rooms; four additional hotels with a total of 999 rooms opened in 2021 with a fifth hotel with 250 rooms on hold since mid-2019. A village style commercial district that will include retail and food and beverage establishments is under construction with several establishments open for business. The development includes an emergency medical facility.

In 2018 two parcels of the original Flamingo Crossings development were de-annexed into Orange County for construction of two apartment complexes to provide housing for Disney's college internship programs. The two complexes consist of 2,613 units designed to house 10,456 residents.

To the north of Flamingo Crossings are the District's Rapid Infiltration Basins (RIBs) which border SR 429 to the east and west. Most of the land was planted with citrus groves until it was acquired by the District for use as a treated effluent disposal site in the late 1980s. More than 800 acres have been developed with rapid infiltration basins. 270 of the 800 acres have recently been used to develop a solar farm.



Figure 2-2: Resort Areas



MAPPING OF EXISTING LAND USES

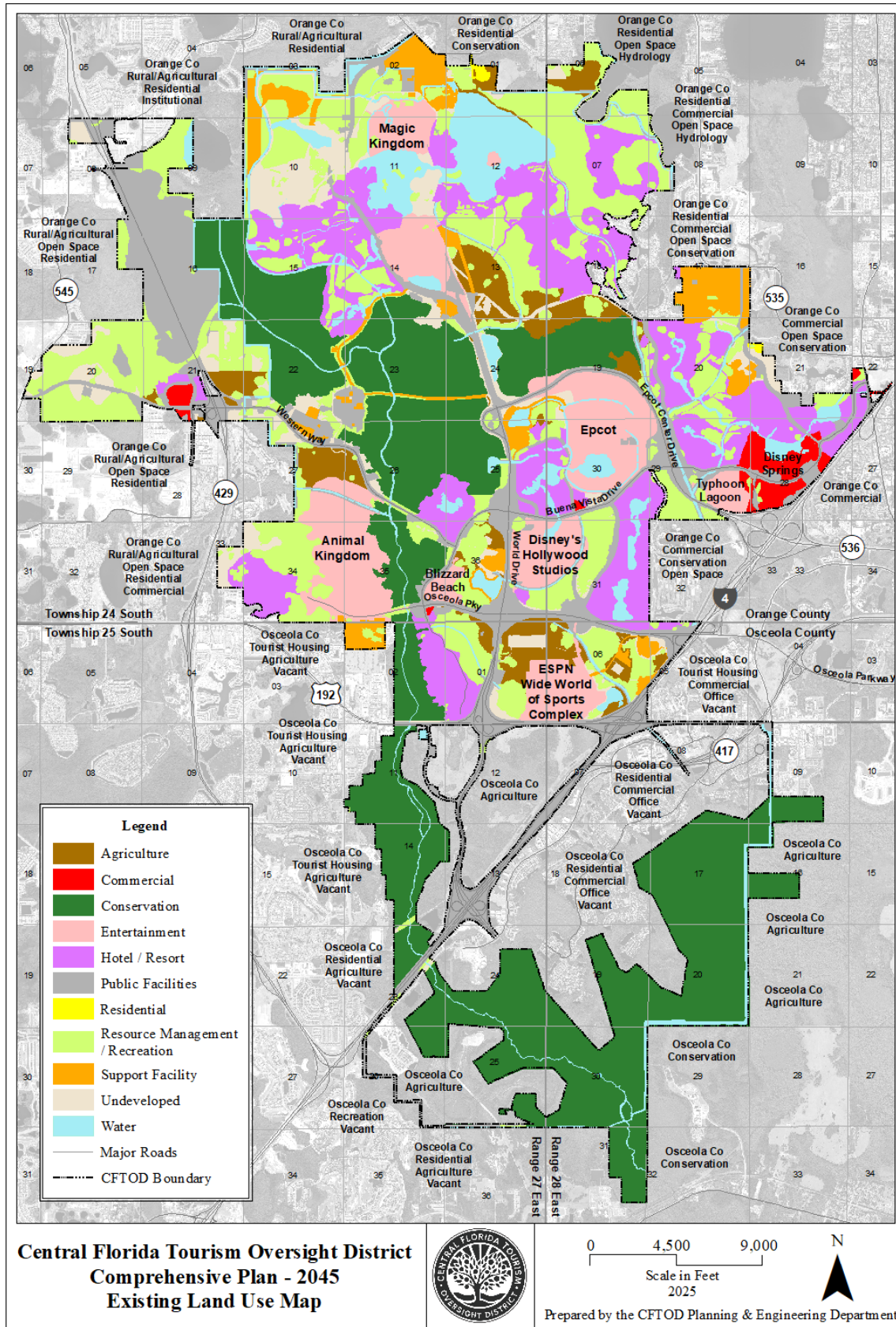
Departures F.S. 163.3177

Because of the unique character of the CFTOD, land uses within the District differ from those used by most counties and municipalities. Commercial uses have been divided so that hotel/resort and entertainment uses appear separately. Traditional industrial uses (manufacturing, research and development, etc.) are not present in the CFTOD. Uses with some industrial character have been incorporated in a more inclusive category called Support Services because such uses exist to support the District's entertainment and resort activities.

The Existing Land Use Map does not include an explicit Recreational category because the entire district is recreational in its function. Active recreational areas have been described as Entertainment, while open land has been described as Conservation, Resource Management/Recreation, Agriculture, or Undeveloped. Likewise, there is no Educational category because there are no public schools within the District. Public land uses include all facilities owned or operated by the District, such as the wastewater treatment plant, rapid infiltration basins, fire stations, energy plants, parking garages, and public roads.

Rather than using a single map to show all existing land uses and natural resources, two maps are used. Figure 2-3 illustrates land use categories, while Figure 2-4 illustrates resource categories (wetlands, water bodies, and flood plains). In accordance with Section 119.071(3), Florida Statutes, locations of water wells are not provided due to the sensitive nature of these facilities and the security thereof, and there are no archaeological sites within the CFTOD. The two maps are integrated in Figure 2-5, an illustration of the suitability of vacant land for future development. Although soil mapping is contained in the Conservation Element, soil and mineral data have been used in the evaluation of development suitability shown in Figure 2-5. Figure 2-5 (page 2B-22) indicates those areas with the potential for future development, based on the suitability criteria discussed below.

Figure 2-3: Existing Land Use



Existing Land Use Categories

Figure 2-2 depicts existing land use in the CFTOD. The mapped data are quantified in Table 2-4. Land within the District has been divided into 11 categories, defined below. The first seven categories represent urban uses, while the latter four describe undeveloped areas. All data represent conditions as of 2025.

Table 2-4: Existing Land Use

Land Use	2010 Acreage	2010 Percent of Total	2025 Acreage	2025 Percent of Total
Residential	20	0.1	20	0.1
Commercial	241	1.0	238	1.0
Hotel/ Resort	3,137	12.7	3,211	13.1
Entertainment	2,305	9.3	2,240	9.1
Support Facilities	618	2.5	824	3.4
Public Facilities/Roads	3,080	12.4	3,272	13.3
Agriculture	1,304	5.3	934	3.8
Undeveloped	1,321	5.3	1,221	5.0
Resource Management/Recreation	3,410	13.8	4,181	17.0
Conservation	7,939	32.1	6,885	28.1
Water	1,373	5.5	1,490	6.1
TOTAL	24,742	100.0	24,516	100.0

Residential – This category includes all permanent residential units in the District. There are 20 acres categorized as residential, with 17 manufactured homes. Average residential density is about 1.2 units per acre. The residential acreage is located on two sites, one on the north shore of Bay Lake and the other on the east side of Buena Vista Drive. There is one additional residential lot available in Bay Lake which was created when the Bay Lake residential site was redeveloped.

Commercial – This category includes all typical commercial uses except entertainment (gated attractions) and hotel/resort facilities although hotels/resorts are a permitted use. The District's commercial areas contain offices, banks, restaurants, service stations, theaters, entertainment venues, retail shops, and associated parking areas. Shops and restaurants within or ancillary to gated attractions or resorts are classified as Entertainment or Hotel/Resort. The commercial land use category remained relatively unchanged from 2010 to 2025. Due to the redevelopment of Disney Springs and the transfer of land from Walt Disney Parks and Resorts to the District for improvements to the Buena Vista Drive/Disney Springs roadway corridor that included construction of three pedestrian bridges and three public parking garages the amount of commercial land use in the Disney Spring Corridor declined. This reduction was offset by the long delayed start of development within the Flamingo Crossings resort area. Commercial land use is concentrated within these two areas except for a stand-alone McDonald's located in the Animal Kingdom resort area and a Centra-Care facility accessed from outside the District.

Hotel/Resort – Hotel/Resort land uses include all lodging and ancillary lodging facilities within the District, including golf courses (both traditional and miniature). This land use category encompasses 3,211 acres and contains 39,398 resort units (minus the 100 units with the closing of the Star Wars Hotel), which

includes 974 currently under construction. Resort units range from deluxe accommodations to camping sites. Resort density within the District is increasing as new construction and redevelopment of existing resorts replace dispersed two to three story campus style buildings with towers. Towers require less land area and enable expansion on existing sites which reduces the need for expanding infrastructure to undeveloped areas. Average Hotel/Resort density was 13.9 at 2010 and increased to 14.9 by 2020. The 39,398 resort units bring the average Hotel/Resort density to 15.5 per acre.

Entertainment – This category includes all attractions and associated parking, including the landscape buffer areas on each attraction's perimeter. Entertainment areas include the Magic Kingdom, EPCOT, Disney's Hollywood Studios, Disney's Animal Kingdom, Blizzard Beach Water Park, Typhoon Lagoon Water Park, ESPN Wide World of Sports, and WinterSummerland Miniature Golf adjacent to the Blizzard Beach Water Park. These areas comprise 2,240 acres, or 9.1 percent of the District's area. For planning purposes, entertainment uses within Disney Spring and the resorts are not counted in this acreage figure.

Square footage does not provide a reasonable measure of development intensity for the theme parks as it does for the other nonresidential uses within the District. Animal Kingdom is much larger than Magic Kingdom, but generates fewer trips and less demand on public services. A better measure of intensity is average daily attendance. *Themed Entertainment Association/AECOM* publishes annual attendance estimates, which projected average daily attendance during 2023 of 48,548 for Magic Kingdom, 32,822 for EPCOT, 28,219 for Disney's Hollywood Studios, and 24,027 for Disney's Animal Kingdom.

Most of the theme parks have the potential for expansion or infill within their current boundaries or with limited expansion into adjacent land. Magic Kingdom expanded into an adjacent Undeveloped, Mixed Use and Resource Management wetland (impacted under the Long Term Permits) for a new attraction that opened in 2023, and Hollywood Studios expanded into adjacent Resource Management wetlands, also impacted under the Long Term Permits, for additional parking and a new guest entrance off Osceola Parkway. New rides and attractions are continually added on sites previously occupied by rides or attractions that have been closed as well as on sites previously used for storage, parking, or other less intensive uses. The overall increase in Entertainment land remained minor since land previously classified as Entertainment was transferred to the District for roadway improvements within the Magic Kingdom and Disney Springs resort areas.

Support Facilities – The Support Facilities category is assigned to all private activities that support the other urban land uses in the District. These activities are concentrated north of the Magic Kingdom at the North Service Area, two adjacent to Buena Vista Drive, and north and south of Animal Kingdom. Other Support Facilities are also scattered throughout the District, including a construction landfill west of the Magic Kingdom.

Typically stormwater ponds are located within project areas and are project specific. With redevelopment of existing resorts and entertainment venues it is not always feasible to bring the stormwater treatment requirements up to current requirements within the project site. Redevelopment within the EPCOT resort area included construction of two master stormwater ponds that serve multiple projects within their respective basins. The maintenance areas surrounding these stormwater ponds are classified as Support Facilities.

This land use category increased 31.5 percent during the last decade from 618 acres to 825 acres with the addition of the 5 MWh solar farm, a new laundry facility, an animal service facility, and additional cast parking at the North Service Area. Support Facilities account for 3.4 percent of the District's existing land

use. Support Facilities buildings include more than 2.7 million square feet of enclosed floor space. Access to Support Facilities complexes is generally restricted to employees. The Support Facilities areas have an industrial park character and consist of integrated warehouses, offices, maintenance facilities, production buildings, and laundry facilities. Outdoor storage and production areas, parking areas, and communication equipment are also located throughout these areas.

Public Facilities – These facilities include District administrative facilities; wastewater treatment facilities; rapid infiltration basins; a 57 MWH solar farm; potable water wells and pumping stations; solid waste transfer facility; energy plants; public roadways; public parking garages; and fire stations. Public Facilities comprise 3,272 acres, or 13.3 percent of the District's area. Publicly owned roadways, including pavement, medians, interchanges, and stormwater ponds associated with the roadways are classified as Public Facilities. The 6.3 percent increase in publicly owned acreage during the last ten years resulted from:

- roadway improvements and parking garages within the Disney Springs corridor;
- a grade separated interchange at Osceola Parkway which serves the new entrance to Hollywood Studios;
- the transfer of World Drive north of EPCOT Center Drive to the District which facilitated construction of a grade separated interchange at the Magic Kingdom toll plaza;
- the first phase of extending access to southbound World Drive from Reams Road; and
- the extension of Western Way from the Flamingo Crossings development to S.R. 545 (Avalon Road).

Agriculture – This land use comprises 934 acres of the District, or 3.8 percent of the total area, which is a reduction from 5.3 percent. This reduction is due to development of these parcels for Support Facilities, Public Facilities, temporary uses including construction laydown facilities, and de-annexation to Orange County for Disney's college housing program. Most of the remaining acreage consists of pasture in Osceola County used for cattle grazing. Other areas with this designation include pine plantations and citrus groves. The Walt Disney World nursery and tree farm is also included in this category. Agriculture is not a future land use within the District; it is an interim use for land that may be environmentally suitable for development, but may not be in a location economically feasible for development.

Undeveloped – This category is used to describe all undeveloped, nonagricultural land suitable for development. It applies to 1,221 acres or 5.0 percent of the District. It is comprised of uplands, and as with the land currently being used for agriculture, it is environmentally suitable for development, but may not be in a location economically feasible for development.

Resource Management/Recreation – This category includes all jurisdictional wetlands and other environmentally sensitive lands. There are 4,181 acres within this category or 17.0 percent of the District's land area. This category now includes wetlands that were previously classified as conservation before the conservation easements were transferred to the Mira Lago mitigation property. A total of 385.22 acres of wetlands have been impacted under the Long Term Permits since the renewal of the permits in 2015, leaving a permitted balance of 287.83 acres available for impact. The completion of the Mitigation Plan for Mira Lago provides an additional 694.41 mitigation credits for an additional 694.41 acres of wetland impacts to jurisdictional wetlands within the District under the SFWMD Permit; however, the ACOE permit does not permit the additional acreage of impacts.

Conservation –Conservation comprises 6,885 acres, most of which is within the flood plain of Reedy Creek. Although the vast majority of Conservation lands consist of wetlands, there are uplands within this land use category. All lands covered by conservation easements are classified as Conservation. This designation accounts for 28.1 percent of the District's area.

Water Bodies. Water Bodies include canals, lakes, ponds, and streams. There are 1,490 acres of water within the District boundary, or about 6.1 percent of the total area. Typically stormwater pond are classified as the land use of the project they serve; however master stormwater pond that are larger in size and serve multiple types of land uses are classified as water. The largest water bodies are Bay Lake (406 acres) and Seven Seas Lagoon (185 acres).

ADJOINING LAND USES

Figure 2-3 depicts existing land uses outside the District as well as within it. The map includes areas extending about one mile beyond the District boundaries so that existing and future land use compatibility issues along the perimeter areas can be identified.

SR/CR 535 Corridor (Winter Garden Vineland Rd)

Urban land uses extend along CR/SR 535 from US 192 north to Apopka-Vineland Road. Primary uses in the corridor are hotels, resorts, and shopping centers, most of which are contained within large-scale projects. There are also a number of apartment complexes. Because of its proximity to I-4 and its location near the attractions, this has historically been the fastest-growing area on the District's perimeter. Its development has been accelerated by completion of the International Drive Extension, Osceola Parkway, and Greenway Toll Road. Concentrations of tourist-oriented development have also emerged adjacent to this corridor along the east side of I-4 and north side of SR 536, and to the north along Apopka-Vineland Road. Large mixed use communities are also planned or under construction to the east along the toll roads, Palm Parkway, and Daryl Carter Parkway.

Farther north along CR 535, a large golf resort and high rise hotel lie adjacent to the District boundaries. Much of the area to the north and northwest of the District is planned for future development as part of Horizons West, a 5,200-acre area comprised of multiple properties and planned for nearly 11,000 housing units. Disney has been approved by Orange County to develop nearly 80 acres of land for a new housing community bordering CR 536 (Avalon Road) and Hartzog Road to the west of the District with a mix of affordable and market-rate units.

US 192 Corridor

Commercial development extends along US 192 for several miles to the east and west of the District boundary. Principal uses are hotels, restaurants, shopping centers, commercial recreation, and gift shops. In addition, new residential communities have been developed in the 192 Corridor and more housing is under construction or planned. The corridor also includes agricultural uses and undeveloped acreage.

Celebration and Little Lake Bryan

Celebration is a planned community being developed on about 5,200 acres south of US 192 and adjacent to District boundaries. The Town has been designed according to traditional urban planning principles and

includes a pedestrian-oriented downtown area, housing at a variety of densities, schools and public buildings, extensive park and recreational amenities, and shopping and employment opportunities. The site was de-annexed from the CFTOD in 1993 and development has been underway since 1995. At build out, the community is projected to house 20,000 residents and provide 15,000 jobs.

Little Lake Bryan is also being developed on land formerly within the District. The 300-acre site is planned for 2,700 multiple family housing units, 1,380 hotel rooms, and 375,000 square feet of retail space. Much of this development has taken place.

LAND USE ANALYSIS

POPULATION PROJECTIONS

Appendix A provides documentation of the District's projected population through the year 2045. Since the Executive Office of the Governor and the East Central Florida Regional Planning Council do not provide projections for the Central Florida Tourism Oversight District, a projections methodology was independently derived.

Permanent Population

The CFTOD currently has a permanent population of 32 residents, residing in eight manufactured homes in Bay Lake and nine manufactured homes in Lake Buena Vista. This population is expected to remain generally constant with the potential to add one additional family. The population fluctuates depending on the number of children present in each household,

Overnight Guest Population

On an average day in 2023, the District accommodated about 85,000 overnight guests in its resorts. Because the demand for accommodations within the District frequently exceeds the supply, additional hotels and resort units will be construction by 2045. As documented in Appendix A, average overnight guest population could reach as high as about 102,183 in 2025 and 139,461 in 2045 if all of the hotels and resort units are constructed as provided for in the maximum development thresholds assuming an 85% occupancy rate.

Theme Park Visitor Population

Theme Park visitors include persons visiting the District's major attractions, namely the four major theme parks and the two water parks. Attendance estimates for these six attractions are published annually by the Themed Entertainment Association / AECOM (TEA/AECOM). Theme park visitors include overnight guests (persons staying within District boundaries at hotels and resorts and campgrounds) and day visitors (persons staying outside the District or residing in the area and visiting for the day). Data on the percentage of theme park visitors who are staying within the District is not available.

TEA/AECOM estimated attendance at the four major theme parks and two water parks during 2023 as follows: Magic Kingdom – 17,720,000 or 48,548 per average day; EPCOT – 11,980,000 or 32,822 per

average day, Disney's Hollywood Studios – 10,300,000 or 28,219 per average day; and Disney's Animal Kingdom – 8,770,000 or 24,027 per average day; and Typhoon Lagoon – 1,898,000 or 6,590 per average day. TEA/AECOM did not provide projected attendance for Blizzard Beach for 2023 since it was only open for 77 days. TEA/AECOM's annual global attractions attendance report for 2020 estimated District theme park attendance declined between 67 to 70 percent due to COVID 19 related social and economic impacts. Attendance in 2021 continued to be restricted due to agencies limiting operating days and capacities. TEA/AECOM projected annual theme park attendance to show significant improvement during 2021, but still lower than 2019 levels. Although the District's theme parks opened several new attractions during 2021 and 2022, attendance has not yet returned to record 2019 attendance levels.

Table 2-5: Estimated Annual Theme/Water Park Attendance (in thousands)

Theme Park	2019 Annual Attendance	2020 Annual Attendance	2021 Annual Attendance	2022 Annual Attendance	2023 Annual Attendance
Magic Kingdom	20,963	6,941	12,691	17,133	17,720
EPCOT	12,444	4,044	7,752	10,000	11,980
Disney's Animal Kingdom	13,888	4,166	7,194	9,027	8,770
Disney's Hollywood Studios	11,463	3,675	8,589	10,900	10,300
Typhoon Lagoon	2,248	N/A	N/A	1,915	1,898
Blizzard Beach	1,983	316	1,201	101	N/A
TOTAL	63,016	19,142	37,427	49,076	50,668

Further details on population and attendance projections are provided in Appendix A.

Employment

In 2024 there were an estimated 77,000 persons employed within the District on a full-time, part-time and seasonal basis. Approximately 80 percent of these persons were employed by the major landowners, with the other 20 percent employed by others including: CFTOD, tenants, and contractors. Tenants include the operators and employees of non-Disney hotels and retail shops within District boundaries. A construction workforce fluctuates with the amount of construction taking place within the District.

Primary employment centers include the four major theme parks, the resort hotels, the shopping complexes, and the support service areas. This mix is not expected to change during the next twenty years.

Total “Functional” or Daytime Population

Daytime or “functional” population refers to the total number of persons that are present in the District during a typical daytime period. The figure includes permanent residents, resort guests, theme park visitors, and employees. Estimates of functional population are best expressed as a range because many resort guests are potentially double counted as theme park visitors. The daytime or functional population for 2025, 2030, 2035, and 2045 are estimated to be:

Year	Low	High
2025	205,401	307,584
2030	225,986	338,507
2035	243,181	366,505
2045	335,592	475,053

NATURAL RESOURCE OPPORTUNITIES AND CONSTRAINTS

Introduction

This section describes how environmental features in the District affect the suitability of the vacant land supply for development. Since the CFTOD was established, there has always been a deliberate effort to let natural conditions guide the location of development. Attractions and hotels generally have been built on upland areas, above the flood plain, and outside of large wetland areas although this is changing as offsite mitigation at the regionally significant Mira Lago property (refer to the Conservation Element for a more detailed analysis) has permitted additional wetland impacts within the District. Small or isolated wetlands within development areas, once incorporated as passive open space and treated as amenities where feasible are, now more likely to be impacted under the Long Term Permits.

Undeveloped land in the District may be broadly categorized as forested uplands and forested wetlands. The distribution of uplands and wetlands is related to the soils, topography, and drainage patterns that occur in the District. Each of these factors is described below. The factors are important in determining the suitability of a site for development. Figure 2-4 depicts existing natural resources in the CFTOD.

Soils

Soils have characteristics that affect their capabilities to support different uses. Well-drained soils account for only a small portion of the District's total land area. Other soil characteristics that may limit development include wetness (amount of water in the soil at various times of the year) and corrosiveness. Much of the undeveloped portion of the District is characterized by poorly drained soils and is subject to seasonal inundation. These limitations have been overcome in the past, although they may affect the choice of building materials and may require more costly construction techniques.

Soils are mapped in Figure 6-5 of the Conservation Element. No changes to existing soil characteristics are anticipated during the time period covered by this Plan.

Mineral Resources

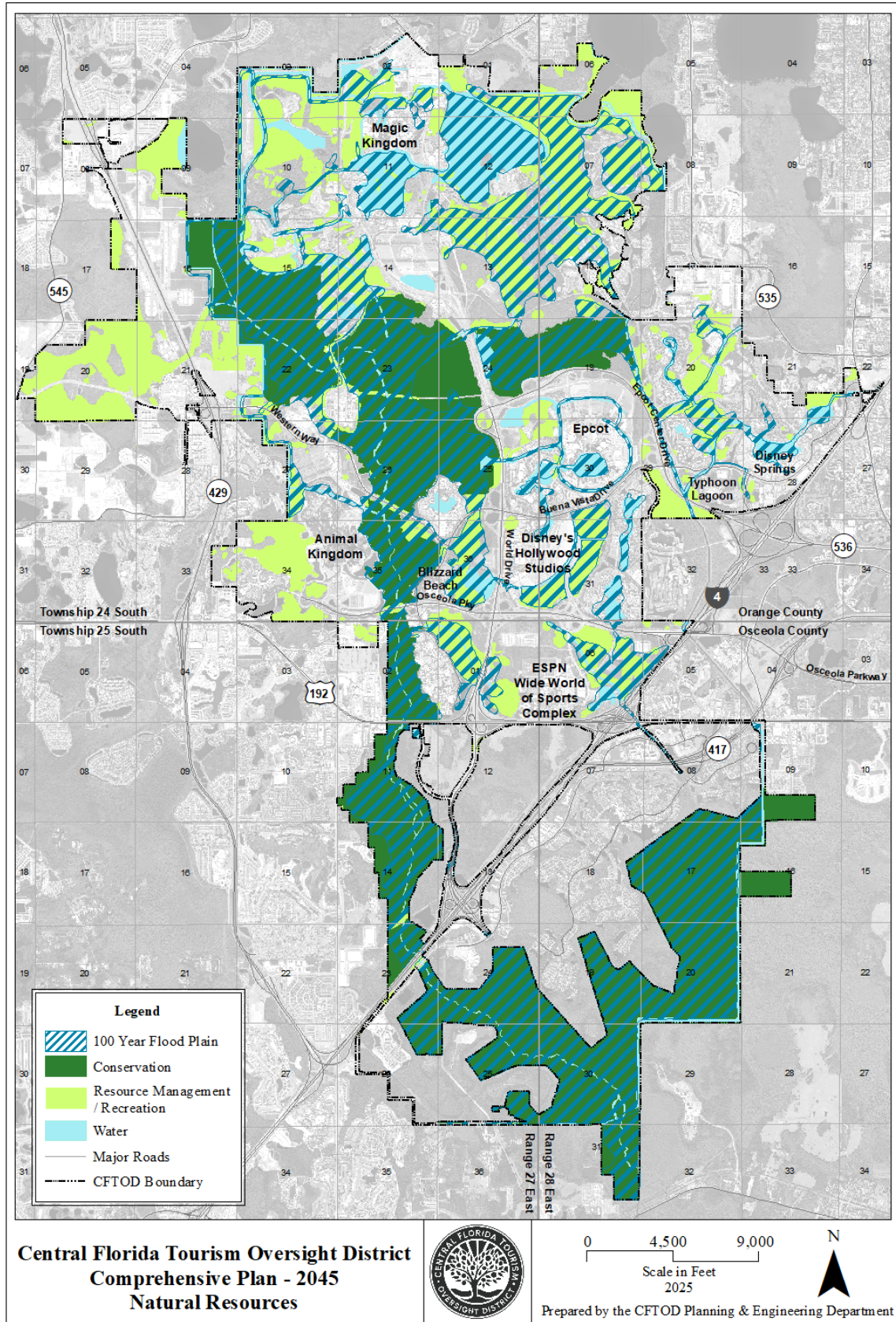
The District's primary mineral resource is sand; a number of excavation sites exist where sand has been extracted for fill purposes. Mineral resources will not significantly impact the location or character of development in the future.

Topography

The topography of the District is generally flat, with a very gradual downward slope from north to south. Elevation ranges from about 150 feet in the northwest part of the District to about 65 feet at its southern-most extreme. Areas of higher elevation generally occur along the east-central and west-central boundaries of the District and in the central portion near the border between Orange County and Osceola County.

Slope will not constrain development in the District. Some areas may require drainage improvements because of insufficient natural gradients.

Figure 2-4: Natural Resources



Hydrology

Two major waterways bisect the District. Reedy Creek which flows southward near the western boundary and Bonnet Creek which flows southward through the center of the District and drains into Reedy Creek. Both creeks discharge into the Reedy Creek Swamp, located south of US 192. Other important surface waters in the District are Bay Lake, Seven Seas Lagoon, World Showcase Lagoon, Village Lake, Lake Buena Vista, and Club Lake. The location of these creeks and lakes is shown in Figure 2-4.

Since 1967, drainage within the District has been improved for purposes of flood control, using canals, levees, culverts, and automatic flow-control structures. In general, drainage systems in the Bonnet Creek Basin have been channelized and are controlled by man-made structures. In contrast, the lower portion of the Reedy Creek drainage system remains in a relatively natural state, characterized by the detention of large quantities of runoff.

Groundwater

The District relies on subsurface geologic formations called aquifers as its primary source of potable water. Water is withdrawn from the Floridan Aquifer through wells located throughout the District. Percolation of rainwater into the ground, a process known as recharge, commonly occurs in areas at higher elevations and with porous soils. The level of recharge is generally highest in the northwest part of the District. In most of the District, recharge capabilities are low because of poor drainage and low surface elevations. The District protects high recharge areas from contamination through its land development regulations and through policies in the Conservation Element. Groundwater quality is monitored at various locations within the District.

Flood Plains

Figure 2-4 shows the 100-year flood plain for the District. Most flood-prone areas lie adjacent to Reedy Creek in the western portion of the District, along Bonnet Creek, and in the Reedy Creek Swamp south of I-4. Approximately 10,388 acres, or about 42 percent of the District, lie within the 100-year flood plain. Recognizing the hazards of floods and the inherent environmental values of the Reedy Creek Swamp, 6,450 acres in the Reedy Creek flood plain are designated as Conservation area. A more detailed analysis of the flood plain may be found in the Conservation Element.

Biotic Communities

The natural vegetative communities within the CFTOD fall into two broad groups: forested uplands and wetlands. The forested uplands (conifers and hardwoods) occur on the District's drier soils; portions of these areas provide habitat for wildlife. Wetlands are areas that are frequently inundated by surface water or groundwater and that support vegetative or aquatic life requiring saturated soil conditions for growth and reproduction. Such areas cover approximately 11,025 acres, or roughly 45 percent of the District. The location of wetlands (classified as Resource Management/Recreation) is shown in Figure 2-4.

Wetlands include both forested areas and marshes. Forested wetlands, which represent the vast majority of the District's wetland acreage, act as natural storage areas for floodwater and also support wildlife. Marshes also have high value for wildlife and support several species whose range is restricted to wetland areas. Marshes are considered highly fragile and susceptible to variations in water levels. To protect the valuable natural functions that wetlands perform, these areas traditionally have been preserved. In addition

to policies in this element, the Conservation Element includes policies which protect wetlands and provide mitigation measures for development impacts.

Historic and Archaeological Resources

The District and its major landowners have conducted extensive study of potential historic and archaeological resources within District boundaries. The studies have concluded that there are no sites or structures of significance within the boundaries of the CFTOD.

Areas of Critical State Concern

There are no Areas of Critical State Concern within or adjacent to the District.

PUBLIC SERVICES

Introduction

While natural factors affect the capability of land to support development, public services affect the feasibility of actually developing the land. Without roads, water, and wastewater facilities, even the most ideal site cannot be considered developable. This section addresses those services provided by the CFTOD, as well as those provided by private entities. Some of the infrastructure serving the District is shared by other jurisdictions; this is especially true of highway facilities. An adequate circulation system is essential both within the District and between the District and points of origin for its visitors.

Traffic Circulation

Access to the CFTOD from the regional transportation network is provided by I-4, US 192, SR 429, CR/SR 535, SR 536, Osceola Parkway, SR/CR 535, and the Central Florida GreenWay (SR-417). A number of smaller roads in Orange and Osceola Counties such as Reams Road provide access to various support facility areas within the District. Fifteen roadways are owned and maintained by the District: World Drive (portions north of the Magic Kingdom toll plaza are private), Osceola Parkway (west of I-4 and east of Reedy Creek), EPCOT Center Drive, Buena Vista Drive, Hotel Plaza Boulevard, Victory Way, Western Way, Hartzog Road, EPCOT Resorts Boulevard, Bonnet Creek Parkway, Flagler Avenue, Griffin Road, Floridian Place, Backstage Lane, and Overpass Road. There are also private roads serving individual attractions, hotels, and service areas. Road capacities and levels of service are documented and mapped in the Transportation Element.

Traffic reduction measures and capital improvements to maintain the adopted levels of service are discussed in the Transportation Element.

Potable Water

The water distribution system, composed of wells, pumps, storage tanks, and distribution lines, serves all developed areas of the District. Under the June 2007 permit issued by the South Florida Water Management District (SFWMD), the annual water allocation for the CFTOD is 8,103 billion gallons, equivalent to 22.2 million gallons per day (mgd). Average daily consumption of water during the 12-month period ending December 31, 2023, was 16.47 mgd. Water conservation measures and increased reliance

on reuse water for landscape irrigation have resulted in significant potable water savings despite resort and attraction growth.

The District has taken measures to protect the quality of potable water at its wells. Water quality and water levels are monitored at all well locations. Further information on groundwater and water quality is contained in the Conservation and Infrastructure Elements.

Wastewater Facilities

The CFTOD wastewater facilities consist of a collection and transmission system that conveys wastewater from developed areas in the District to a wastewater treatment plant (WWTP) located in the western portion of the City of Bay Lake. This facility has an existing capacity of 20.0 mgd annual average daily flow and provides tertiary treatment. Treated effluent, the liquid portion of treated waste, is disposed through a network of rapid infiltration basins in the northwest part of the District or is reused for irrigation, cooling tower make-up, street and sidewalk wash-down, decorative fountain make-up, vehicle washing, dust control, toilet flushing, and fire protection.

Continued expansion of the wastewater treatment and disposal facilities is planned during the next 10 years as demand requires. Additional lift stations and collection lines are planned in new development areas. Because of these planned expansions, treatment and disposal of wastewater is not expected to constrain development within the District. The current collection system has been sized to permit additional future flows and will not require modification as new development occurs.

Solid Waste

The CFTOD operates the collection system, transfer station, and recycling program for the District. The CFTOD plans the adequate provision of equipment and facilities for operation, while RCES is charged with day-to-day operation. The two major components of the solid waste program are disposal and recycling. The District delivered approximately 66,776 tons of Class I solid waste to the landfill during 2023, with 39,190 tons recycled.

Non-recycled waste is collected by a fleet of District vehicle, and transported to a private landfill in Osceola County. Recycled waste is collected by a separate fleet of District vehicles and is transported offsite for proper disposal. Depending on the material, recyclables are sorted and processed for sale or are composted. The ability to collect and dispose of solid waste is not expected to adversely affect the development potential of the District.

Stormwater Management

The District's Water Control Plan covers a 108,000-acre service area that includes the CFTOD and off-site lands that convey stormwater through the District boundaries. Ultimately, all discharged stormwater flows into the Reedy Creek system. Retention and detention facilities (such as ponds and lakes) and wetland areas are innovatively incorporated as aesthetic or recreational amenities within District developments.

The stormwater management facilities are monitored by the SFWMD, as well as the CFTOD. Periodic water quality tests are taken throughout the District and along the boundaries. Repair, maintenance, or corrective measures are applied as needed. Each annual budget establishes funds for repair, maintenance,

and emergency corrective measures. Most of the District's flood control needs were met through capital improvement projects during the 1980s and 1990s; the current priority is to maintain existing facilities.

While drainage patterns do not necessarily restrict development, runoff volumes and water quality must be carefully evaluated for each new development. All new development plans in the service area (which includes contributory off-site lands) are reviewed by the District for stormwater discharge volume and quality. The District requires all new development and substantial redevelopment to provide stormwater treatment per current state requirements prior to discharging into the District's drainage system. District-wide impervious surface coverage (pavement and buildings) is further limited by its SFWMD drainage permit.

As with other public services, planning for adequate drainage requires coordination with surrounding jurisdictions. A significant portion of the Reedy Creek drainage basin lies in Lake, Orange, Osceola, and Polk counties. This topic is further addressed in the Drainage Subelement of this plan.

Natural Groundwater Aquifer Recharge

New development plans are reviewed to ensure that the natural recharge system will be maintained. As mentioned earlier, the highest recharge areas are located in the northwest area of the District.

Electric and Gas Utilities

Through contractual arrangements with various utility companies (see Intergovernmental Coordination Element), the District operates and maintains its own electrical power and natural gas utilities. The District also operates hot and chilled water systems. All systems are adequate for present and committed development. For future development, additional capacity will be needed. Electrical, natural gas, and hot and chilled water system plans are updated annually by the District. Availability of these services is not expected to constrain development.

Currently two solar farms located within the district provide 62 megawatts and a solar farm located in Gilchrist County provides an additional 74.5 megawatts. An additional solar installation located in Levy County will begin providing 74.5 megawatts in late 2025. With the addition of the Levy County installation, CFTOD anticipates supplying approximately 35 percent of the energy needs within the District from solar generation.

COMPOSITE SUITABILITY FOR DEVELOPMENT

There are currently 24,516 acres of land within the boundaries of the CFTOD. Of this total, 9,805 acres (40.0 percent) are essentially developed, 1,490 acres (6.1 percent) are water, and 13,221 acres (53.9 percent) are undeveloped. The undeveloped land includes lands within existing resort areas as well as areas that are more remote and not yet accessible by road.

Suitability Ratings

For analysis purposes, the District's undeveloped land can be further classified based on its suitability for development. The natural resource data described earlier in this chapter has been used to identify land as

suitable, marginally suitable, marginally unsuitable, or unsuitable. The distribution of land in each category is shown in Figure 2-5.

Suitable – Areas given a suitable rating are generally forested uplands, pasture lands, or other undeveloped sites outside the Conservation and Resource Management/Recreation areas. There are 2,168 acres (16.4 percent of the undeveloped land) in this category. Lands classified as suitable are generally above the 100-year flood elevation. However, in a few instances, corrective drainage improvements would be required prior to construction.

Marginally Suitable – Areas given a marginally suitable rating have identified or recognized constraints for development. This classification corresponds to wetlands that are above the 100-year flood elevation. Development in these areas is permitted to the extent allowable under the District's Long Term Permits. There are 2,463 acres in this category or 18.6 percent of the undeveloped land area.

Marginally Unsuitable – Areas given a marginally unsuitable rating have identified or recognized constraints for development. This classification corresponds to wetlands that are within the 100-year flood elevation. Development in these areas is permitted to the extent allowable under the District's Long Term Permits and require compensating storage to be provided. There are 1,717 acres in this category or 13.0 percent of the undeveloped land area.

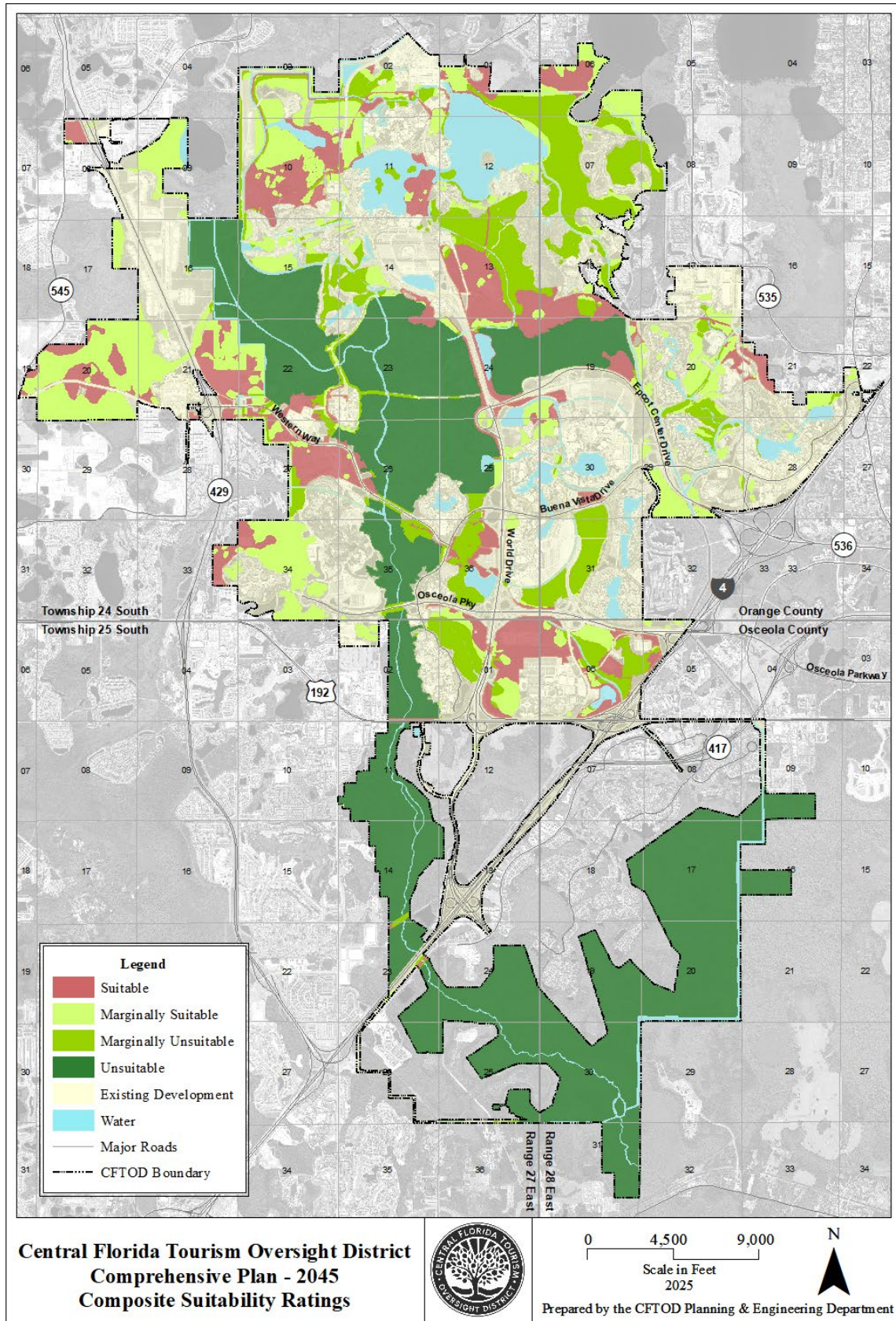
Unsuitable – Land in the unsuitable category has the most restrictive development constraints. It has been applied to the Wildlife Management Conservation Area. Most of the acreage is in the Reedy Creek Swamp. Land with this designation is considered unavailable for development. The 6,885 acres with this designation represent 52.1 percent of the undeveloped land area.

Location of Suitable Land

During the next 20 years, the District's development is expected to occur in those areas identified as *suitable* in the above analysis. The largest areas of suitable land are located west of Animal Kingdom, between World Drive and I-4, between Osceola Parkway and US 192, around Lake Mable, north of the Magnolia Golf Course, east of the Magic Kingdom parking lot, and west of Disney's Hollywood Studios. Other areas identified as suitable are scattered throughout the District on sites of less than 100 acres. Figure 2-6, later in this chapter, shows the location of suitable land based on land use designation.

It is also expected that redevelopment will occur within existing developed sites as it has during the past 20 years. This reduces the need for costly extensions of infrastructure. Development will also encompass areas deemed marginally suitable and marginally unsuitable as long as extensive (and more costly) improvements are made to meet requirements of the District's Long Terms Permits and Land Development Regulations.

Figure 2-5: Composite Suitability Ratings



LAND DEMAND

INTRODUCTION

This section of the Future Land Use Element projects the demand for land in the Central Florida Tourism Oversight District through 2045. In most cities and counties, land demand is driven by population and economic growth. The need for residential land is determined by the expected density of new housing, expected household size, and size of the future resident population. The need for nonresidential land is determined by regional economic projections and the percentage of regional growth that the local area can expect to capture. Commercial land demand is also driven by population growth, especially for retail and service uses.

Many of these conventional forces are absent in the CFTOD. A vast majority of the District's land is owned by a single property owner or its subsidiaries. Therefore, it is difficult to predict future land use needs based on past trends. The amount of land developed will be determined not by local population growth or regional economic conditions, but by the global demand for tourism and entertainment facilities as perceived by the landowners.

The Future Land Use Element for the CFTOD recognizes its desire to be competitive with other destination resorts and attractions around the world, as well as in Central Florida. The Future Land Use Map retains the flexibility to adapt to changing trends and consumer preferences, as well as the changing character of the Orlando region. Past plans for the District have enabled its major landowners to remain at the forefront of the theme park and resort industries for the past five decades. The Walt Disney World Company intends to continue to meet the demand for state-of-the-art vacation experiences during the next three decades. Expansion and diversification of facilities, including the development of new facilities, will be necessary.

GUIDELINES

Seven guidelines or assumptions about the future have been followed to derive land demand figures.

1) The CFTOD will remain a nonresidential, tourist-oriented community.

Permanent residential development is not expected to occur within the current boundaries of the CFTOD. As employment in the District grows there will be a demand for residential land in the CFTOD vicinity. Housing opportunities are further addressed in the Housing Element of this Plan.

2) The density of new development will be somewhat higher than existing development.

As the supply of vacant land becomes smaller, new development is projected to occur at somewhat higher densities or on somewhat smaller sites. Infill development within existing activity areas will also tend to increase the overall density of developed areas. While there will be exceptions to this assumption, the overall trend is expected to be towards more dense development.

3) A continued effort will be made to accommodate theme park visitors within District boundaries.

The percentage of Walt Disney World visitors staying in overnight accommodations within the District boundaries has been increasing steadily and is projected to continue increasing. The demand for hotel rooms is projected to remain strong and a continued effort to accommodate visitors on-site will be made. The number of hotel and resort units could increase by 13,666 by 2045.

4) Attendance at the theme parks will continue to grow.

In the past a two percent compounded rate of growth has been used; however world events and economic factors during the 20 years have curtailed the consistent year to year growth experienced during 1970s, 1980s, and 1990s. After three decades of growth, attendance at the major theme parks located within the District declined in 2001, 2002, 2009, and 2010 and declined significantly in 2020 due to the COVID 19 pandemic. Based on TEA/AECOM projected annual theme park attendance, the number of visitors to the District remains below 2019 estimates.

Since there is no accepted method of forecasting acreage needs for entertainment facilities, each of the gated attractions was reviewed for its potential to physically expand. Last year EPCOT completed a significant redevelopment adding new interactive experiences and attractions including its first roller coaster. The Magic Kingdom recently announced two major redeveloped projects within the theme parks existing footprint. Disney's Hollywood Studios underwent a substantial redevelopment through demolition of existing attractions and back of house areas. Animal Kingdom has substantial room within its existing boundaries for additional attractions, but it has also undergone redevelopment of an existing guest area and has announced the redevelopment of another. Although Table 2-1 (Maximum Development 2025-2045) allows for development of one major and two minor theme parks there are no plans under review. Approximately 850 acres would be required for these uses.

5) A broader range of services will become available to CFTOD visitors.

The range of services available to District visitors is considerably broader than that traditionally offered at a theme park or resort. Visitors can shop at a variety of stores, see a movie at a 24-screen theater, purchase gasoline, receive medical care, execute banking transactions, visit a health club, and dine out at numerous establishments without ever leaving District boundaries. In this respect, the District is similar to other jurisdictions in its vicinity. As the number of people staying in the District grows, opportunities for new commercial development will arise. Further opportunities also will arise from additional convention and meeting facilities at Walt Disney World resorts.

There are presently 192 acres of land developed as commercial uses (office, retail, and restaurant) in the District serving the visitor population. By the year 2045, additional commercial land will be needed to serve the larger number of visitors to the theme parks and resorts. Based on projected growth trends for the resorts and theme parks, 120 acres may be needed for additional retail, restaurant, and office development by 2045 although a portion of the increase in commercial uses will most likely come from additional infill development as was the case during the last decade.

6) New support and public facilities will be required as growth occurs.

The support service areas north of the Magic Kingdom, around Animal Kingdom, east of ESPN Wide World of Sports, and in the Administration area will need to be expanded as new development occurs within the CFTOD. New production, warehouse, food service, and maintenance facilities will be needed, and expansion of utilities will be required. A portion of this future need has been anticipated with the addition of a fourth laundry facility and a new warehouse currently under construction. Also anticipated is the continued use of master stormwater ponds serving multiple new projects and redevelopment of existing venues.

Support acreage needs are projected to grow more slowly than entertainment and resort acreage needs. Many of the support facilities required large land areas initially but can now be expanded incrementally with infill. The District already owns sufficient rights-of way to add lanes to most of its roadways.

7) The CFTOD will continue to encourage development of mixed uses within each of the resort areas.

Existing development in the CFTOD successfully integrates multiple uses, such as entertainment, hotel, retail, office, and support services within each of its resort areas. This practice is encouraged to create lively, stimulating, pedestrian-oriented environments. Continued promotion of mixed-use development is anticipated, with development guided by performance standards and impact thresholds rather than narrowly defined lists of permitted or prohibited uses.

Redevelopment Needs

Redevelopment areas are defined as blighted or containing land uses inconsistent with the community's character and proposed future land uses.

The majority of the development in the CFTOD is less than 50 years old. All facilities were originally planned and developed under the highest quality standards and continue to be maintained as such. There are no blighted areas. There are no hazard mitigation reports for the jurisdiction. Moreover, advance planning of development since the District's inception has precluded incompatible land uses or uses which are inconsistent with the community's character.

Two types of redevelopment activities presently occur within the District. First, facilities are regularly updated to meet consumer expectations and to maintain attendance and occupancy levels. Four resorts—Polynesian, Wilderness Lodge, Coronado Springs, and Caribbean Beach—were partially redeveloped to meet changing consumer demands. Secondly, low-intensity land uses (such as outdoor storage) may be periodically displaced by new development or facility expansion. In these instances, relocation arrangements for these low-intensity uses are made by the District's major landowners as needed.

Development and Redevelopment of Flood-Prone Areas

The 100-year flood plain boundary, as determined by the CFTOD, is depicted in Figure 2-4. Drainage studies indicate that portions of the Fort Wilderness campground and Magic Kingdom parking area may be subject to flooding in a 100-year storm event. Flooding has been rare in these areas since development began in 1971 and has generally occurred during major storm events. Future development will occur on

sites above the 100-year flood elevation since the majority of the flood plain is designated for conservation and unavailable for development.

SUMMARY

Based on the assumptions stated above, sufficient acreage classified as suitable and even marginally suitable is available to accommodate development in the CFTOD during the 2045 planning period. The actual amount of land needed will be subject to change as the major landowner's objectives or market conditions change. The 2,168 acres identified as suitable provide a benchmark for road and utility plans through the year 2045 and is the basis for this plan. If current trends continue, it is unlikely that all of the development allowed for in Table 2-1 will occur, and it is very likely a portion of the development will consist of redevelopment and infill.

Just as it is difficult to predict the amount of land that will be developed during the next twenty years, it is also difficult to predict the composition of uses in the areas to be developed. Again, this figure could rise or fall significantly as new development ideas and market trends emerge. Even if the overall composition of uses were known, the combination of uses within individual development sites could vary. As mentioned in Guideline 7, multiple land use types are often combined on a single site or integrated in a single building. For this reason, most vacant land designated for future development is classified as Mixed Use.

FUTURE LAND USE PLAN

CONCEPT

The Future Land Use Map (FLUM) for the Central Florida Tourism Oversight District is shown in Figure 2-1. The map depicts the pattern of land uses envisioned through the year 2045. In conjunction with the goals, objectives, and policies of this element, the map sets the course for future development. The absence of rigidly defined land use categories will enable the District to continue the tradition of encouraging innovative mixed use development within its boundaries.

Approximately 50 percent of the District, including most of the Reedy Creek flood plain, will remain undeveloped. The undeveloped areas correspond to lands designated as marginally suitable and unsuitable earlier in this chapter and also include water bodies. Most of the undeveloped land has been designated as Conservation to acknowledge and preserve its sensitive environmental features. Wetlands outside the Conservation area have been designated Resource Management/Recreation (RM/R). This classification permits low-intensity recreational uses, stormwater management, landscape buffers, and in a limited number of cases, access and utility corridors.

The balance of the CFTOD (just over 12,000 acres) has been designated for more intensive uses. Approximately 75 percent of this total is already urbanized, while about 25 percent consists of vacant land. The vacant land basically corresponds to areas designated as suitable for development in Figure 2-5. The location of vacant land by land use category is shown in Figure 2-6.

The FLUM identifies existing lodging areas and golf courses as Hotel/Resort. Most of the area with this designation is currently developed. Entertainment areas are designated to identify existing gated attractions, planned expansion areas for these attractions, and new attractions. The map also designates areas for Commercial and Support Facility uses. Most of the land with these two designations is already developed.

Vacant land suitable for development but not included in the above categories has been designated as Mixed Use. A wide variety of land uses will be accommodated in Mixed Use areas. The integration of hotel, entertainment, commercial, and recreational uses will be encouraged. Other uses, such as housing, offices, and support facilities are also permitted. Performance standards in the Land Development Regulations ensure that these uses are compatible and appropriately situated on specific development sites. The regulations also ensure that the Mixed Use areas are developed in a way that does not overburden public services or reduce environmental quality.

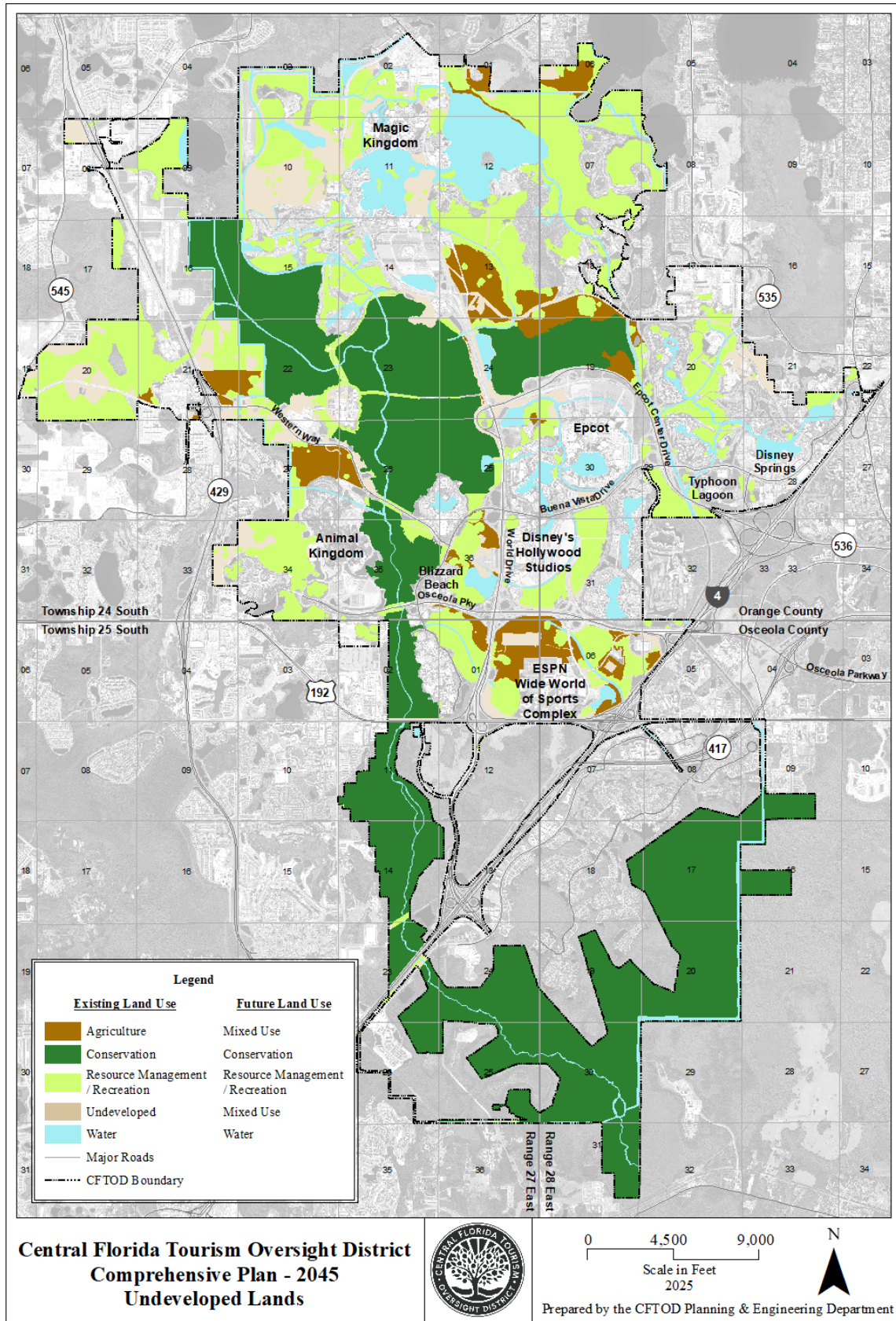
The map designates sufficient developable land to maximize flexibility in site selection. The developable areas provide a wide range of natural settings that can accommodate themed development and respond to changing preferences for recreation and leisure activities. The map also fosters new self-contained attractions or activity centers surrounded by greenbelts that enhance the identity and image of each attraction or center. Much of the appeal of the existing theme parks and resorts is derived from their natural settings and physical separation from existing development. Future development is anticipated to carry on this tradition.

To make certain that the total amount of development during the lifetime of this plan is predictable and does not overburden local services, two growth management measures have been built into the plan. First, development maximums are used to indicate the potential composition of land uses in future mixed use areas. Second, development thresholds are used to limit the total quantity of public service demand that may be generated by new development. The thresholds effectively place ten and twenty year caps on the amount of water that may be pumped, the amount of wastewater that may be treated, and the amount of solid waste that may be generated within the boundaries of the District.

The thresholds reinforce the concurrency provision that requires public facilities to be in place or committed prior to the approval of new development. Not only are public facilities to be provided concurrent with development impacts, but also the amount of new capacity that may be used by 2035 and 2045 is specified. The service caps provide jurisdictions outside the CFTOD with a projection of development that enables them to plan for local facilities that might be impacted by growth within the CFTOD, such as roads and transit.

Implementation of the Future Land Use Map will be affected by certain variables, such as changing technology, consumer preferences, and state and federal regulations. The plan has been designed to be flexible enough to respond to these changes while promoting continued economic development in the District. The Land Development Regulations provide more specific direction to guarantee that future development is safe and environmentally sound. The plan is subject to review every seven years to ensure that its goals, objectives, and policies reflect both the priorities of the District and the mandates of state planning law.

Figure 2-6: Undeveloped Lands



MAPPING OF FUTURE LAND USES

Background

F.S. 163.3177(6)10 sets forth the list of land use categories to be used on the Future Land Use Map. The District's land uses have always departed from this list of required uses. In principle all undevelopable land within the District is categorized as Mixed Use. It is only after land is developed that it is moved into one of the land use categories selected for use within the District. As developable land becomes more scarce, roadways become more congested, and the cost of expanding public services increases, infill development becomes essential and the distinctions between land uses will merge and become truly mixed use.

This Comprehensive Plan combines future residential, commercial, resort, entertainment, and recreational land uses into a Mixed Use category, and uses a Support Facilities category in lieu of an industrial category. Further detail on permitted uses in the Mixed Use areas is presented below and in the Goals, Objectives, and Policies. The Support Facilities category is used to describe areas that might be called industrial parks in cities or counties. Although they visually resemble industrial parks, the Support Facilities areas actually include privately operated facilities that support the theme parks, resorts, and retail, dining, and entertainment establishments in the District.

Public educational buildings are not included on the map because none exist or are planned within District boundaries. However, public schools are permitted within the Mixed Use category. Likewise, a recreational category is not included because the entire District serves a recreational function. A wide range of recreational activities are available within most of the areas designated for entertainment, hotel/resort, commercial and mixed land uses. The Comprehensive Plan does not include an explicit designation for agriculture, because agriculture is not considered a viable long-term land use within the CFTOD boundaries. Agriculture is an acceptable interim use in all Mixed Use areas.

Consistent with F.S. 163.3177(6)10, the map includes Conservation and Resource Management/Recreation categories used to denote lands that will primarily remain undeveloped open space. The plan includes a broadly defined Commercial category used to identify the existing shopping centers and offices in Lake Buena Vista and to encourage infill of vacant lands in Lake Buena Vista with similar uses. More specific commercial uses are contained within the Hotel/Resort and Entertainment designations. Both of these designations are used to indicate sites that are either already developed with these specific uses or are currently under development. Finally, the plan includes a Public Facilities category that incorporates all land owned by the District including but not limited to wastewater treatment facilities, public roads, solid waste facilities, CFTOD utility and administrative buildings and facilities, parking structures, and fire stations.

The map does not include historic district designations since there are no historically significant buildings within the CFTOD boundaries. Finally, future natural resource conditions are depicted on Figure 2-2, the same map showing existing natural resource conditions. The same figure is used for both existing and future resources because no major changes are planned to the District's physical features during the planning period. Flood plain and wetland boundaries are expected to remain the same except as permitted for impact under the District's Long Term Permits. Significant mineral and soil resources are not explicitly labeled because these resources will not be extracted during the time frame of this plan.

Future Land Use Categories

Future land uses in the District have been classified into nine categories, defined below. Canals, streams, borrow pits, and ponds (lakes less than ten acres) have been incorporated into the figures for the adjoining areas. Limited-access public roads have been tabulated as Public Facilities, while private roads and local public roads have been incorporated into the figures for the adjoining areas. Future roads are shown in the Traffic Circulation Element. The area in each category is summarized in Table 2-6.

Table 2-6: Future Land Use

Land Use	2010 Acreage	2010 Percent of Total	2025 Acreage	2025 Percent of Total
Commercial	236	1.0	192	0.8
Hotel/ Resort	3,123	12.6	3,152	12.8
Entertainment	2,305	9.3	2,247	9.2
Support Facilities	548	2.2	607	2.5
Public Facilities/Roads	3,080	12.4	3,305	13.5
Mixed Use	2,729	11.0	2,457	10.0
Resource Management/Recreation	3,410	13.8	4,181	17.0
Conservation	7,939	32.1	6,885	28.1
Water	1,372	5.5	1,490	6.1
TOTAL	24,742	100.0	24,516	100.0

Commercial – The Commercial category contains retail, service, office, hotel, and restaurant uses. It has been used to delineate the boundaries of the Lake Buena Vista Business District, including Disney Springs, Team Disney, and adjoining areas. Infilling of vacant land in this area with new commercial uses will be encouraged. New commercial development will also occur in future Mixed Use areas. In those areas, commercial uses will typically be integrated with hotel, recreation, or entertainment projects.

Hotel/ Resort – The Hotel/ Resort category is used to delineate resort hotels, campgrounds, and interval ownership units, including their ancillary facilities such as golf courses and equestrian stables. Commercial development that is ancillary to hotels, such as conference facilities, gift shops, and restaurants, are also permitted in these areas. As applied in Figure 2-1, this designation includes all existing resorts and resorts currently under construction or committed for construction in the near future.

Entertainment – The Entertainment category delineates the four primary theme parks in the District: Magic Kingdom, EPCOT, Disney's Hollywood Studios, and Disney's Animal Kingdom; and the smaller-scale parks or entertainment areas, namely Typhoon Lagoon, Blizzard Beach, and ESPN Wide World of Sports. The category also includes planned expansion areas for these parks. The principal uses are amusement and thrill rides, performance areas, shops and restaurants, educational and cultural displays, and sports fields and venues.

Although nearly all of the acreage with this designation is already developed many areas have the potential for additional construction through infill. For instance, large surface parking lots at the theme parks could potentially be reconfigured or replaced with structured parking to create additional development capacity.

As ride sharing and the use of autonomous vehicles reduces the need for parking, redevelopment of parking lots becomes an economic necessity.

Support Facilities – This category encompasses all private activities needed to support the other urban land uses in the District. Included are existing Support Facilities north of the Magic Kingdom, at the CR 535/Buena Vista Drive junction, and south of Animal Kingdom. Also included are the construction landfill and the Car Care Center. Most of the Support Facilities areas will continue to have an industrial park character, with site planning and landscaping standards set forth in the District's Land Development Regulations. Primary activities are warehousing, administration, production, storage, food services, laundry, maintenance, communication, vehicle repair, and parking. Coupled with the areas designated for new Public Facilities, the Support Facility areas will provide sufficient land to accommodate all service needs generated by additional resort, entertainment, and commercial development.

Public Facilities – Most of the land with this designation consists of wastewater treatment facilities and roadways. Wastewater facilities with this designation include the treatment plant and the rapid infiltration basins along SR 429. Roads include extensive land coverage within interchanges as well as medians, roadsides, and roadways associated with I-4, World Drive, US 192, Osceola Parkway, EPCOT Center Drive, Buena Vista Drive, Western Way, Flamingo Crossings Boulevard and a number of smaller roadways. Other public uses include parking garages within the Disney Springs corridor, the CFTOD Administration Building, and District fire stations. Future roads are shown on the 2030, 2035 and 2045 Recommended Transportation Network figures found in the Traffic Circulation Element.

Mixed Use – This is the predominant category used to identify future development sites in the District. The major permitted uses are resort accommodations, theme parks or other entertainment facilities, campgrounds, and recreational facilities. Additional permitted uses include retail shops, commercial services, offices, educational or research facilities, support facilities, housing, schools, roads, and open space. The Land Development Regulations for the District specify how these uses may be arranged with respect to one another, as well as the requirements for physical site planning. Most of the land with this designation is presently vacant. Development in the Mixed Use areas will be guided by the development maximums and infrastructure caps presented later in this element. These measures set parameters for both the composition of new uses and the quantity of development that can take place.

The overall character of the mixed use areas will be comparable to existing mixed use development within the District boundaries. The purpose of mixing land uses in the District is to create lively, stimulating environments that reduce dependence on the automobile. The intent of using a mixed land use category in this plan is to create opportunities for innovative site planning and land use integration and to allow flexibility in the selection of sites for themed development. The reduction in the land use category primarily resulted from the deannexation of two parcels to Orange County for the construction of housing in the Flamingo Crossings area for U.S. and international college student interning within the District.

Resource Management/Recreation (RM/R) – The RM/R areas correspond to jurisdictional wetlands located outside the Conservation area. These areas possess a combination of soil and drainage conditions that make them poorly suited for urban uses. They also have high habitat values and are an important part of the District's stormwater management system. However, wetland impacts will be allowed to the extent permitted under the District's Long Term SFWMD and ACOE Permits. There are currently 287.83 acres of approved wetland impacts that can occur throughout the District with the potential for an additional 694.41 based on mitigation credits upon completion of the Mitigation Plan at Mira Lago. The RM/R areas may also be incorporated as open space or greenbelts in development on adjoining upland sites. They may be used

for stormwater management or for activities that require little or no alteration of the natural landscape, such as hiking trails.

Conservation – The Conservation designation has been applied to the most environmentally sensitive portions of the District, namely wetlands and uplands falling within the flood plains of Reedy Creek and Bonnet Creek and covered by conservation easements. In conjunction with modification of the Long Term Permits in 2015, all conservation easements except for the one covering the Wildlife Management Conservation Area (WMCA) were released and transferred to a new off-site mitigation property. The wetlands associated with the release of the conservation easements were reclassified as Resource Management/Recreation, which explains the increase and decrease in the two classifications as shown in Table 2-6. Natural resources associated with the Conservation areas (WMCA) and other areas in the District are depicted in Figure 2-4 and are further described in the Conservation Element.

Water Bodies – Water bodies include canals, streams, and lakes and ponds larger than ten acres.

DEVELOPMENT MAXIMUMS

Table 2-1 indicates development maximums for the 2030 five-year, the 2035 ten-year, and 20-year timeframes. For each land use listed in the table, the figures represent the estimated maximum amount of development anticipated for each time period. The table will be periodically reviewed and, if necessary, amended through the plan amendment process.

Table 2-1 includes a column indicating the plan designations in which each type of use will be permitted to occur. All of the uses listed in Table 2-1 will be allowed in Mixed Use areas; some of the uses will also be permitted in areas designated Commercial, Hotel/Resort, and Entertainment, as appropriate. The need for public and support facilities will be entirely driven by the other land uses listed in the table. Regardless of the type of development, the caps on infrastructure identified in the plan will not be exceeded.

For service planning purposes, this plan forecasts that development will occur at the maximum level shown in Table 2-1 for the 20 years through 2045. It is likely that the actual amount of development that occurs will be less than the maximum allowed. However, to ensure that adequate capacity is provided, infrastructure and roadway needs have been based on the most cautious (i.e., aggressive) forecasts for future growth. Assumptions on development will be reassessed at least annually to incorporate the most current information available on proposed development at that time.

Table 2-2 indicates the amount of undeveloped land that could be developed by the year 2045 if development occurs at the maximum level indicated in Table 2-1 at existing average densities. Within any given mixed use area, the actual density will depend on the particular uses that are proposed on that site. For example, a mixed use site proposed for low-rise rooms may be developed at 10-15 rooms per acre, while a similar site with a high rise hotel may be developed at 30-50 units per acre. Densities are increasing within the District. The overall amount of undeveloped land used for hotels and resorts during the next ten years is projected to be not more than 923 acres.

DEVELOPMENT THRESHOLDS

While the maximums in Table 2-1 provide a directive for the composition of future land uses in the District, the thresholds presented in Table 2-3 provide absolute limits on the overall quantity of development that may occur through 2030, 2035, and 2045. The maximum quantity of development will be fixed by placing "maximums" on urban service availability over the five, ten, and 20 year intervals. An amendment to this plan would be required to change the service thresholds above the levels set in Table 2-3.

The first data column in Table 2-3 indicates the amount of road, water, sewer, solid waste, and drainage capacity required by development on an average day in 2025. In the next two columns, the table indicates the maximum quantities of these average daily services that development will be permitted to consume by the years 2030, 2035, and 2045. The difference between the 2025 and 2045 figures dictates the amount of incremental new demands on public facilities that will occur.

Most of the thresholds in Table 2-3 will not be reached without some capital improvements or a reduction in the adopted level of service. Since minimum level of service standards will be maintained, new water, wastewater, and solid waste facilities will be required as development approaches the 2035 thresholds. Included in the Capital Improvements Element are infrastructure improvements for the 2030 five-year period. Development will not be permitted if it will cause any of the development thresholds shown in Table 2-3 to be exceeded. Phasing of major projects where feasible will enable development thresholds to remain in place through 2045.

Table 2-7 presents the service generation rates that will be used as future development is evaluated for its impact on public facilities. The table provides multipliers to determine water, sewer, and solid waste service needs for the major land uses allowed.

Table 2-7: Service Generation Factors

Land Use	Unit	Water (GPD)	Wastewater (GPD)	Solid Waste (lbs/Day)
Residential	Per Unit	350	300	11.5
Hotel/Resort (General)	Per Key	200	180	7.5
<i>Luxury/Deluxe</i>	<i>Per Key</i>	<i>250</i>	<i>230</i>	<i>11.0</i>
<i>First Class</i>	<i>Per Key</i>	<i>200</i>	<i>180</i>	<i>7.5</i>
<i>Moderate/Economy</i>	<i>Per Key</i>	<i>150</i>	<i>130</i>	<i>6.0</i>
Convention Space	Per Square Foot	0.25	0.20	0.0325
Office	Per Square Foot	0.25	0.20	0.0020
Retail/Commercial	Per Square Foot	0.30	0.25	0.0325
Restaurant	Seat	25	20	0.0325
Theme Park	Per Guest	50	30	10 to 20 tons/park
Water Park	Per Guest	75	50	.05 to 1.0 tons/park

If the incremental addition causes Districtwide water consumption and wastewater generation to rise above the thresholds in Table 2-3, then the development would have to be scaled down or the Comprehensive Plan formally amended so that the necessary improvements could be made. A Concurrency Management System tracks all approved development projects and their projected demands on public facilities.

If a proposed development does not exceed the thresholds, concurrency must still be demonstrated. The public facilities that will support the development must be in place or committed at the time the project is approved. Thus, development approval is a two-step process. First, the project sponsor must show that District-wide service consumption will remain below the maximums in Table 2-1, the acreage figures in Table 2-2, and the thresholds in Table 2-3 after the project (and other approved projects) are completed. Second, the project sponsor must show that the public facilities needed to support the project without a reduction in the adopted levels of service are committed or in place. More specific guidelines for implementing the concurrency and threshold requirements are set forth in the concurrency review provisions contained in the Land Development Regulations.

Tables 2-1, 2-2, and 2-3 are included in the Future Land Use Element Adoption Document and appear in that portion of this chapter.

PROVISIONS TO LIMIT URBAN SPRAWL

F.S. 163.3177(6)(a)9.a.&b. requires the Comprehensive Plan to establish standards which discourage urban sprawl and ensure efficient land use patterns and protection of natural resources. A series of indicators has been developed by the State to identify cases where sprawl may not be adequately discouraged. The State has also identified eight development patterns or urban forms that discourage the proliferation of urban sprawl. These are described below, followed by a discussion of their treatment in the CFTOD Comprehensive Plan.

PRIMARY INDICATORS OF SPRAWL

The state has identified 13 primary indicators of a Plan's propensity to encourage or discourage urban sprawl. The performance of the District on each of these indicators is identified below:

1. *Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single use development.*

The CFTOD Plan encourages more intense and dense development than what currently exists in the jurisdiction and designates most of the vacant land for mixed use rather than single use development. Based on this indicator, the Plan does not contribute to sprawl.

2. *Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.*

The vast majority of the vacant land supply in the District is adjacent to existing development or major highways. There are no rural areas and all land within the jurisdiction that is suitable for development has been designated for urban uses. Based on this indicator, the Plan does not contribute to sprawl.

3. *Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban development.*

Historically, the District's site planning has deliberately avoided strip/ ribbon patterns of development in favor of creating mixed use activity centers and nodes. This continues to define planning practice and decision-making in the District today. Based on this indicator the Plan does not contribute to sprawl.

4. *Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.*

The presence of natural resources and environmentally sensitive areas has been the primary determinant of land use designations and the pattern of development in the District. Wetlands, water, and sensitive uplands in the District—representing just under half of its total area—have been designated for open space uses. Consequently, based on this indicator, the Plan does not contribute to sprawl.

5. *Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmland and soils.*

Existing agricultural uses in the District consist of pasture, orchards, a tree farm/nursery, and coniferous plantations for logging on Mixed Use land that is not currently slated for development. Given the District's urban character, other than the tree farm/nursery which supplies ornamental plants and forage for use within the District, these are not considered viable long-term uses. There are no areas in the District where urban uses are planned adjacent to agriculturally designated lands in surrounding jurisdictions. Based on this indicator, the Plan does not contribute to sprawl.

6. *Fails to maximize the use of existing public facilities and services.*

The Plan fully maximizes all existing public facilities and services, including roads. Because the District is a master planned community, the existing public facilities have been deliberately designed and planned to support the existing and future land use pattern. Based on this indicator, the Plan does not contribute to sprawl.

7. *Fails to maximize the use of future public facilities and services.*

Future public facilities and services have been planned specifically to support the future land use pattern. Based on this indicator, the Plan does not contribute to urban sprawl.

8. *Allows for land use patterns or timing which disproportionately increase the cost of time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.*

The establishment of development maximums and directly corresponding infrastructure thresholds ensures that the cost of services will be proportional to development and not disproportionately high.

The Plan specifically discourages the creation of excess capacity in public services. Consequently, based on this indicator, the Plan does not contribute to sprawl.

9. *Fails to provide a clear separation between rural and urban uses.*

There are no rural uses existing or planned within the District. Where it is appropriate urban uses are clearly separated from other uses by open space and conservation areas. Based on this indicator, the Plan does not encourage sprawl.

10. *Discourages or inhibits infill development and redevelopment of existing neighborhoods and communities.*

The Plan strongly encourages infill development and acknowledges that as the District approaches build-out, a growing share of its future development will occur as infill. Redevelopment is continual within the District due to new technologies and changing consumer tastes and trends; the Plan strongly supports continued reinvestment in and expansion of the established activity centers within District boundaries. Based on this indicator, the Plan does not encourage sprawl.

11. *Fails to encourage a functional mix of uses.*

The guiding principle of the District's land use plan is to create an attractive and functional mix of uses; most of its land use objectives and policies are geared toward that end. Mixed use development is strongly encouraged. Based on this indicator, the Plan does not encourage sprawl.

12. *Results in poor accessibility among linked or related land uses.*

Virtually all of the land uses in the District may be considered linked, since there is one major landowner. The Plan emphasizes both roadway and transit links between different uses, with particular emphasis on transit links between the resorts and the theme parks. The Plan requires that these links continue to be developed and maintained. Based on this indicator, the Plan does not contribute to urban sprawl.

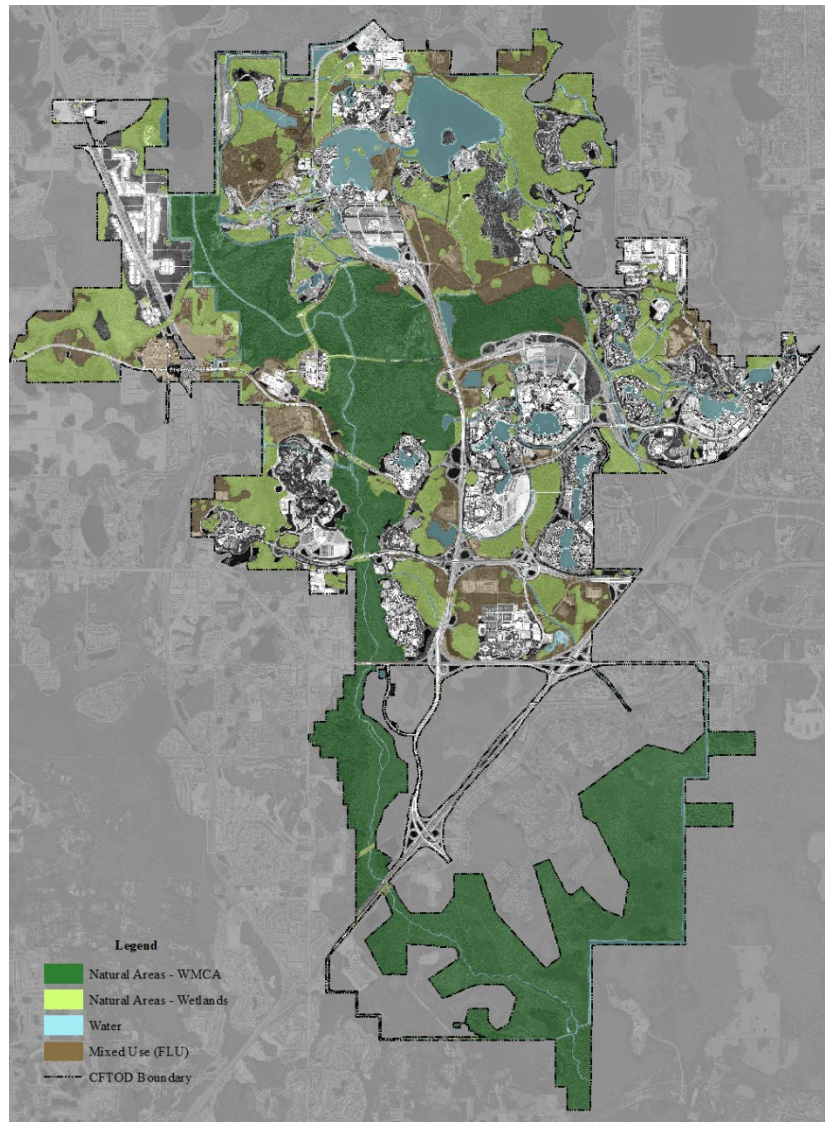
13. *Results in the loss of significant amounts of functional open space.*

The Plan strongly encourages the protection of existing functional open space (including golf courses, water bodies, wetlands, and landscaped buffers) and the creation of new functional open space within future development areas. Although the 287.83 acres of wetland impacts are available for future development, it also sets aside 11,145 acres for conservation and resource management. Based on this indicator, the Plan does not contribute to urban sprawl.

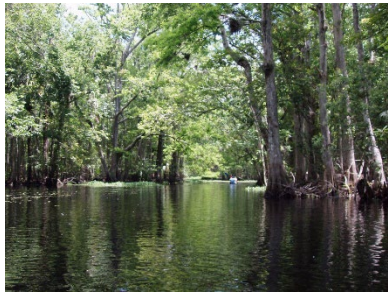
DEVELOPMENT PATTERNS OR URBAN FORMS THAT DISCOURAGE URBAN SPRAWL

1. *Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.*

The District's Comprehensive Plan and Future Land Use Map have always recognized the important role natural resources and ecosystems play in building a vibrant, sustainable community. Protecting the Reedy Creek from adverse impacts from development was achieved through an easement granted to the SFWMD in 1993 as part of the Long Term Permits. The easement establishing the Wildlife Management Conservation Area (WMCA) created the greater of an undisturbed buffer along the Reedy Creek that extends not less than 550 feet on either side of the centerline of the creek or 50 feet landward of the jurisdictional wetland boundary to include adjacent upland areas. An additional 436 acres north of EPCOT Center Drive has also been included within the WMCA.



The above graphic illustrates the historic pattern of development within the District. For the most part development has been and will continue to be confined to upland areas. Most large swaths of wetlands remain intact and provide important environmental benefits such as receiving stormwater and removing excess nutrients from water that flows through them. Natural areas provide a physical and visual escape from the built environment and enhance the beauty of developed areas. There are truly wild, natural areas and areas where the wild meets the developed within the boundaries of the Districts.



2 *Promotes the efficient and cost-effective provision or extension of public infrastructure and services.*

The most notable development controls established by the Plan which discourage urban sprawl are the development maximums and infrastructure thresholds. These growth management tools create real limits to development potential and provide a strong incentive for the efficient use of land.

3. *Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of lodging choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.*

The District has historically emphasized mixed use, multimodal oriented development. For the most part development has occurred in clusters comprised of multiple resorts adjacent to a major or minor theme park or a retail, dining, and entertainment (RD&E) district. Some of these mixed use clusters are more complete than others – consisting of resorts, theme park(s), RD&E districts, and service and public facilities. These mixed use clusters are also readily serviced by multiple modes of transportation that link all of the uses within a cluster and also between major attractions within all of the clusters. When safe and feasible, sidewalks and trails provide access between the various land uses.

The EPCOT Resort Area represents a high mix of land uses and transportation modes. It is comprised of two major theme parks, a miniature golf complex, five resorts, an RD&E district, gasoline/mini-mart station, a central energy plant that provides electricity, chilled water for cooling and hot water for space heating, an employee wellness center, and a fire station, as well as undeveloped land for future development. The EPCOT



Resort Area is served by multiple bus systems, monorail service, a gondola, and water taxis. There are



sidewalks linking four resorts, the miniature golf complex, the RD&E district, and the EPCOT and Disney's Hollywood Studios theme parks.

The Disney Springs and Magic Kingdom Resort Areas are also very complete in their mix of uses, a transportation modes, and pedestrian amenities. Three pedestrian Bridges across Buena Vista Drive eliminate all surface level pedestrian crossings for guests and cast members. Pedestrian bridges and water taxis also link Disney Springs to area resorts. A



drawbridge and walkway were recently constructed that link the



Magic Kingdom to the resorts located on the west side of Seven Seas Lagoon. Many of the resorts provide bicycles and Pargo carts for guest use around the resorts as do a number of the theme parks for employee use in

the backstage areas.

The Flamingo Crossings Resort Area remains under development and consists of a pedestrian oriented mixed-use retail, dining, lodging, and commercial district oriented to drivers approaching the District from the north via the Turnpike and SR 429. Seven hotels and numerous retail and dining establishments are currently open along with two apartment complexes providing housing for the Disney College Program.

The Comprehensive Plan establishes the expectation that future development will be similarly diverse, intense, and based on innovative design and planning principles. The Plan supports the evolution of the District into a more full-service and self-contained community.

4. *Promotes conservation of water and energy.*

Potable water use in the District peaked in 2000 at 19.95 MGD and remains below this number even with the growth in resort rooms and attendance. While much of the benefit of water conservation measures – such as reuse water for irrigation, wash-down, and newer urinals, ultra-low volume plumbing, and recirculating water features – have been realized, the District continues to extend these water conserving measures to all new development and redevelopment projects.

Three solar farms with a fourth coming online in 2025 provide an additional mix of fuel sources employed within the District. Online are a 5 MWh Mickey project, a 57 MWh project located at the RIBs, and a 74.5 MWh project located in Gilchrist County. An additional 74.5 MWh project located in Levy County is under construction. According to Disney's published 2030 Environmental Goals updated in December 2022, Disney is committed to purchasing 100% zero carbon electricity for all direct operations by 2030. EPCOT switched its irrigation to reclaimed water in 2023 and various attractions are using reclaimed water for toilet flushing. Disney has also committed to achieving net zero emissions and zero waste to landfill for wholly owned and operated parks and resorts by 2030.



EVALUATION OF LAND USES AND LOCAL CONDITIONS

Each land use on the Future Land Use Map is reviewed based on its extent, location, distribution, density, intensity, compatibility, suitability, functional relationship, land use combinations, and demonstrated need over the planning period. The evaluation focuses on the context of each use and characteristics unique to each locality.

Because of the District's unique land use composition, limited geographic area, and highly urban setting, the propensity for future land uses within its boundaries to contribute to urban sprawl is limited. In fact, the District has designated virtually all of its developable land supply for mixed use development. This category has been defined in a manner which makes urban sprawl very unlikely. Given past patterns, the mixed use sites are likely to be intensively developed with high-density, high-intensity uses that are fully supported by public services and utilities. Standards in the Land Development Regulations ensure that multiple uses accommodated on a single parcel are compatible and that uses on adjoining mixed use parcels have a sound functional relationship to each other.

The other urban land use categories in the District's Plan—Commercial, Hotel/Resort, Entertainment, Support Facilities, and Public Facilities—have been primarily applied to existing development rather than vacant land. However, the Plan encourages more intense development in all of these areas and supports redevelopment of underutilized sites (such as storage yards and parking lots) with higher density or intensity

hotel or entertainment uses. There are no rural land use categories in the Plan; rural densities would be discouraged in the District due to their inefficient use of the limited amount of vacant land remaining. The open space categories—Conservation, Resource Management/Recreation, and Water—help frame the urban areas and provide definition and distinction to activity areas within the District.

The overall size and location of areas designated for future growth have been identified based on projections of land demand (the projected growth rate) and assumptions about density and intensity (which dictate that future growth will be at least as dense as past growth). Based on the analysis in this Element, the size of the developable area is only slightly larger than the amount of land projected to be needed for development by 2045. Based on the location of the developable land, extensions of services (including roads) will not induce sprawl.

IMPACT OF COMPREHENSIVE PLAN DEVELOPMENT CONTROLS ON URBAN SPRAWL

The most notable development controls established by the Plan which discourage urban sprawl are the development maximums and infrastructure thresholds. These growth management tools create real limits to development potential and provide a strong incentive for the efficient use of land.

The District's open space requirements have been structured to minimize the propensity for sprawl by identifying future open space areas on a map in the Recreation and Open Space Element rather than requiring open space set-asides within individual projects. This has the net effect of encouraging more dense and intense development on urban sites, and preserving the most environmentally sensitive sites. Although the District has not adopted minimum density or intensity standards, the unique uses and intense market demand for land have dictated a trend toward higher rather than lower intensity development.

The District has historically emphasized mixed use, pedestrian-oriented development. The Comprehensive Plan establishes the expectation that future development will be similarly diverse, intense, and based on innovative design and planning principles. The Plan supports the evolution of the District into a more full-service and self-contained community.

PUBLIC SCHOOLS INTERLOCAL AGREEMENT

The District has historically been exempted from school concurrency by Orange County acknowledged by an exemption letter. The District currently meets the requirements for exemption of from the requirements of Section 163.31777 (1) and (2) found in Section 163.31777 (3):

a. The District has issued development orders for fewer than 50 residential dwelling units during the preceding 5 years and the municipality has generated fewer than 25 additional public school students during the preceding 5 years. – The District has issued no development orders for residential dwelling units during the preceding 5 years.

b. The municipality has not annexed new land during the preceding 5 years in land use categories that permit residential uses that will affect school attendance rates. – The District has annexed no new land during the preceding 5 years in land use categories that permit residential uses that will affect school attendance rates.

c. The municipality has no public schools located within its boundaries.

d. At least 80 percent of the developable land within the boundaries of the municipality has been built upon.

Table 2-8: Percent of District Land Developed

<i>Developable Land (Existing Land Use)</i>	
Use Type	Acres
Residential	20
Commercial	238
Hotel/Resort	3,211
Entertainment	2,240
Support Facilities	824
Public Facilities/Roads	3,272
Agriculture	934
Undeveloped	1,221
Mitigated Wetland Takes Available	288
Total Developable	12,248
<i>Undeveloped Land (Existing Land Use)</i>	
	Acres
Agriculture	934
Undeveloped	1,221
Mitigated Wetland Takes Available	288
Total Undeveloped	2,443
Percent Developed (12,248 - 2,443 = 9,805) / 12,248	0.80

Central Florida Tourism Oversight District
City of Bay Lake
City of Lake Buena Vista
COMPREHENSIVE PLAN
2045

TRANSPORTATION
ELEMENT

Part A:
Policies

INTRODUCTION

The Transportation Element ~~updates and supersedes the District's previous (1991) Traffic Circulation Element. The element~~ identifies the transportation infrastructure that is required to support the development anticipated in the Future Land Use Element through ~~2020~~2045. The Transportation Element also establishes the policies required to effect trip-making characteristics such as trip length and modal choice, in conjunction with sound land use planning. The element is divided into two components. The first component, Part A, "Policies," consists of goals, objectives and policies, as well as required maps and tables. The second component, Part B, "Supporting Data and Analysis," consists of the supporting documentation that provides the basis for the goals, objectives, and policies.

GOALS, OBJECTIVES, AND POLICIES

GOAL

It is the goal of the ~~Reedy Creek Improvement~~Central Florida Tourism Oversight District to continue to maintain a safe, convenient and efficient balanced transportation system to meet the multi-modal capacity requirements of existing and future development.

Objective 1

To implement adopted roadway level of service standards, parking, and roadway design criteria.

Policy 1.1: The ~~RCID-CFTOD~~ shall adopt the following peak-season, peak-hour level of service standards for functionally classified roads in the District, as detailed in Table 3-1:

Table 3-1: Adopted Level of Service (LOS)

	State Facilities	County Facilities	RCID-CFTOD Facilities
Principal Arterial (Limited Access)	D	N/A	E
Principal Arterial (Major)	D	N/A	E D
Minor Arterial	E D	E D	E D
Collector	N/A	E D	E D
Local Roads	N/A	N/A	N/A

Policy 1.2: A constrained facility designation shall be provided for CR 535 from Hotel Plaza Boulevard to I-4 and for Hotel Plaza Boulevard. ~~For constrained facilities, a 15 percent degradation in average travel speeds or a 15 percent increase in traffic volume shall be permitted in addition to the standards described above.~~

- Policy 1.3: The ~~RCID-CFTOD~~ shall require a traffic impact analysis detailing trip generation, distribution and capacity analysis for development projects during a preliminary and final site plan review process. Roadway capacity shall be based on [the current Highway Capacity Manual or Florida Department of Transportation \(FDOT\) Quality of Level of Service Handbook](#) ~~those listed in Tables 3-14 and 3-17~~, unless ~~ART-PLAN~~ level of service analyses have been conducted for specific roadway segments to determine a level of service capacity that more accurately reflects existing conditions.
- Policy 1.4: The ~~RCID-CFTOD~~ shall ensure the use of sound and proper roadway design criteria to maintain adequate open space, drainage, and safety standards.
- Policy 1.5: The ~~RCID-CFTOD~~ shall ensure that developments provide for safe and convenient on-site traffic flow and vehicle parking through the implementation of standards set forth in the Land Development Regulations that regulate the number and sizes of on-site parking spaces, parking for disabled persons, loading, and the design and control of mechanisms for on-site vehicular and pedestrian traffic circulation.
- Policy 1.6: The ~~RCID-CFTOD~~ shall control access points to roadway facilities by reducing median and curb cuts, and specifying joint access requirements for adjacent building sites during the preliminary and final site plan review process.
- Policy 1.7: The ~~RCID-CFTOD~~ shall adopt Florida Department of Transportation standards as defined in FAC 14-97.003 ~~(February 1991)~~, [as amended](#), regarding access to State facilities within the ~~RCID-CFTOD~~.
- Policy 1.8: At-grade intersections shall be prohibited on US 192 between World Drive and I-4.

Objective 2

To improve the District's transportation system in a manner that is consistent with the timing and location of the land uses designated in the Future Land Use Element.

- Policy 2.1: The ~~RCID-CFTOD~~ shall annually [review to](#) ensure that changes to the Future Land Use Element are reflected in the recommended road network contained in the Transportation Element and that any changes to the recommended road network are reflected in a phased program in the Capital Improvements Element.
- Policy 2.2: The ~~RCID-CFTOD~~ shall maintain a monitoring program to determine the current modal split between transit and private automobile. The District shall implement measures to ensure that adequate roadway capacity is in place to accommodate a multi-modal transportation system and that steps are taken to increase the use of non-automobile transportation modes. ~~(Amended by Ordinance/Resolution No. 510 adopted 07/28/2010 and Ordinance Nos. 128 and 125 adopted 07/14/2010).~~
- Policy 2.3: The ~~RCID-CFTOD~~ shall implement the functional roadway classification system by requiring development to comply with the setback, right-of-way, centerline, and dedication provisions contained in the Land Development Regulations.

- Policy 2.4: The ~~RCID-CFTOD~~ shall ~~encourage~~coordinate with landowners and business operators to provide transit service, including watercraft, monorail, buses, and/or other modes of transportation, to hotels and attractions within the District.
- Policy 2.5: The ~~RCID-CFTOD~~ shall require all hotels in the District to promote the uses of available transit service by supplying guests with transit information and notifying them of existing transit service and schedules.
- Policy 2.6: As part of the Land Development Regulations and in conjunction with the policies set forth in the Future Land Use Element, the ~~RCID-CFTOD~~ shall encourage mixed use development to reduce the need for vehicles to travel outside of the District.

Objective 3

To adopt standards and criteria for pedestrian and other non-motorized facilities.

- Policy 3.1: The ~~RCID-CFTOD~~ shall use the preliminary and final site plan review process to require development projects to include traffic flow systems designed to minimize conflicts between vehicular and pedestrian or bicycle traffic.
- Policy 3.2: The ~~RCID-CFTOD~~ shall encourage the development of bicycle facilities, exercise trails, riding paths, and pedestrian paths within the resorts, theme parks, commercial areas, and other self-contained developments located within its boundaries, as appropriate.

Objective 4

The District shall participate with other state and local agencies and governments in the area to develop roadway and transit programs and projects outside the District.

- Policy 4.1: To reduce the impacts of guest vehicle trips on roadways outside the District, provision of directional signage shall be coordinated with area local governments, the ~~Orlando/Orange County~~Central Florida Expressway Authority (CFX), and the Florida Department of Transportation.
- Policy 4.2: The ~~RCID-CFTOD~~ shall coordinate with Florida Department of Transportation (FDOT), Osceola County, Orange County, and other appropriate government entities to pursue recommendations contained in the I-4 PD&E, the Orange County and Osceola County Comprehensive Plans, the Metropolitan Orlando Urban Area Transportation Plan, and any future planning studies which address transportation facilities and conditions within or around its boundaries.
- Policy 4.3: The ~~RCID-CFTOD~~ shall actively participate in Orlando Urban Area Transportation Study (OUATS), and other studies to coordinate with all appropriate local, regional, state, and federal agencies regarding the location, classification, planning, and construction of needed roads in the metropolitan area.

- Policy 4.4: The ~~RCID-CFTOD~~ shall continue to conduct an annual traffic monitoring program for public roadways within the ~~RCID-CFTOD~~, as well as the following adjacent roadways: I-4, US 192, SR 535, CR 535, SR 536, Apopka-Vineland Road, ~~and~~ Reams Road, and SR 429. Appropriate capacities, daily traffic volumes, and peak-hour traffic volumes shall be determined through this on-site and off-site monitoring program.
- Policy 4.5: The data described in Policy ~~4.54.4~~ shall be used on a continuous basis for evaluating projects, establishing road improvement priorities, and determining the extent of District-generated traffic impacts on road facilities outside the District.
- Policy 4.6: The ~~RCID-CFTOD~~ shall continue to coordinate with the Central Florida Regional Transit Authority (e.g., LYNX), Orange County, and Osceola County on the subject of increasing the level of bus service for visitors and employees.
- Policy 4.7: The District shall continue its participation in Metroplan Orlando by continuing its voting membership on the Metropolitan Planning Organization (MPO) Technical Advisory Committee (TAC).
- Policy 4.8: The ~~RCID-CFTOD~~ shall coordinate with FDOT, Osceola County, Orange County, and other appropriate government entities or regional transit authorities to facilitate high speed rail, commuter rail, and bus rapid transit services. ~~(Added by Ordinance/Resolution No. 510 adopted 07/28/2010 and Ordinance Nos. 128 and 125 adopted 07/14/2010)~~

Objective 5

The ~~RCID-CFTOD~~ shall acquire rights-of-way for transportation facility improvements described in this element.

- Policy 5.1: The ~~RCID-CFTOD~~ shall use the preliminary and final site plan review process to coordinate the location and design of new roadway network facilities, transit corridors, and pedestrian facilities.
- Policy 5.2: Rights-of-way shall be reserved at the minimum width required to accommodate construction of the number of lanes shown on the Future ~~Transportation~~ Roadway Network Maps (Figures 3-1 and 3-2).
- Policy 5.3: The ~~RCID-CFTOD~~ shall ensure that developments comply with right-of-way width standards contained in the Land Development Regulations.

Objective 6

To provide for safe movement of motorized and non-motorized traffic.

- ~~Policy 6.1: By January 1, 2011, the RCID shall establish an annual monitoring program to assess motorized and non-motorized vehicle accidents within the District. (Amended by~~

~~Ordinance/Resolution No. 510 adopted 07/28/2010 and Ordinance Nos. 128 and 125 adopted 07/14/2010).~~

- Policy 6.1: The CFTOD will review crash frequency using valid data sources, such as Signal 4 Analytics, to assess roadway safety.
- Policy 6.2: ~~An on-going program shall be established for implementing~~Continue to implement
Transportation System Management (TSM) measures such as traffic signal synchronization, enhanced roadway signage/markings, and use of turn lanes for project access to minimize traffic conflicts.
- Policy 6.3: The District shall encourage mixed use development as a means of reducing trip lengths and reliance on motorized vehicles.
- Policy 6.4: The District shall work in partnership with the Central Florida Regional Transportation Authority (LYNX) to ensure that alternative modal choices are available to all major trip generators and attractors within the District.

Objective 7

To coordinate long-range transportation planning activities, including future updates of the ~~RCID-CFTOD~~ Comprehensive Plan, with the programs and planning activities of regional and state agencies, including the Florida Department of Transportation (FDOT), the Florida Transportation Commission, the Central Florida Regional Transportation Authority, and the Metropolitan Planning Organization (MPO).

- Policy 7.1: The ~~RCID-CFTOD~~ shall establish strategies, agreements, or other mechanisms to coordinate the implementation of its Transportation Element with other local governments and regional and state agencies. These mechanisms shall include coordination with FDOT's Five-Year Adopted Work Program, participation in MPO technical committees, participation in future planning studies that may affect transportation conditions in and around the ~~RCID-CFTOD~~, and coordination of ~~RCID-CFTOD~~ transportation and transit studies with nearby local governments and applicable regional and state agencies.
- Policy 7.2: The ~~RCID-CFTOD~~ shall continue to develop and implement strategies which facilitate alternatives to the use of Interstate 4 for local traffic such that interregional and intrastate functions may be protected. These strategies may include, but are not limited to, development of alternative roadway facilities, new directional signage, and expansion of local transit systems.

Objective 8

To ensure that efficient transit services are provided, based upon existing and proposed major trip generators and attractors, safe and convenient terminals, and accommodation of the special needs of the transportation disadvantaged.

- Policy 8.1: ~~Transit~~[The District will work in partnership with the Central Florida Regional Transportation Authority \(LYNX\) to ensure transit](#) service shall be provided to the major trip generators and attractors within the District.
- Policy 8.2: Parking shall be located so as to encourage use of alternative transportation modes, such as transit, water taxi, bicycling, and walking.
- Policy 8.3: Existing and proposed transit stops, terminals, and vehicles shall be designed and maintained to ensure the safety of pedestrians. Existing transit stops and terminals shall be re-evaluated when traffic circulation patterns change based on infrastructure improvements or new development.
- Policy 8.4: Existing and proposed transit stops, terminals, and vehicles shall accommodate the transportation disadvantaged, consistent with the Americans with Disabilities Act (ADA) and the Florida Accessibility Code.

9J-5.019(2) Existing Transportation Data Requirements

~~(a)2c — Public transit rights-of-way and exclusive public transit corridors~~

~~There are no transit rights-of-way or exclusive public transit corridors within the District.~~

~~(a)4 — Port facilities~~

~~There are no public deepwater port facilities within the District.~~

~~(a)5 — Airport facilities including clear zones and obstructions~~

~~There are no airport facilities within the District.~~

~~(a)6 — Freight and passenger rail lines and terminals~~

~~There are no freight and passenger rail lines or terminals within the District.~~

~~(b)2 — Capacity of significant parking facilities and duration limitations (long-term or short-term), where applicable.~~

~~There are no public parking facilities within the District.~~

9J-5.019(3) Transportation Analysis Requirements

~~The following Rule 9J-5.019 (3) analysis requirements are addressed in a manner different from the standard or are not relevant due to the unique character of CFTOD:~~

~~(c) — An analysis of the adequacy of the existing and projected transportation system to evacuate the coastal population prior to an impending natural disaster.~~

~~There is no coastal population in CFTOD.~~

~~(d) An analysis of the compatibility between the future land use and transportation elements around airports.~~

~~There is no airport within or adjacent to CFTOD.~~

~~(f) The analysis shall address the effect of transportation concurrency management areas or transportation concurrency exception areas.~~

~~There are no concurrency management areas or concurrency exception areas within the District.~~

~~(j) An analysis which identifies land uses and transportation management programs necessary to promote and support public transportation systems in designated public transportation corridors.~~

~~There are no public transportation corridors within the District.~~

9J-5.019(4) Requirements for Transportation Goals, Objectives and Policies

~~6-9, 14,~~

~~17-21 Requirements relating to ports, airports, or related facilities~~

~~There are no ports, airports, or related facilities within the District.~~

~~16 Establishment of measures for the acquisition and preservation of existing and future public transit rights-of-way and exclusive public transit corridors~~

~~There are no public transit rights-of-way or exclusive public transit corridors existing or proposed within CFTOD.~~

9J-5.019(5) Future Transportation Map

~~The following Rule 9J-5.019 (5) map requirements are shown in a manner different from the standard or are not relevant due to the unique character of CFTOD.~~

~~(a)1e Parking facilities that are required to achieve mobility goals~~

~~There are no significant public parking facilities projected to be needed to meet mobility goals. Private parking facilities will continue to be provided, as appropriate.~~

~~(a)2c Public transit rights-of-way and exclusive public transit corridors~~

~~There are no public transit rights-of-way or exclusive public transit corridors proposed within CFTOD.~~

~~(a)3 Transportation concurrency management areas or exception areas~~

~~There are no concurrency management areas proposed in CFTOD.~~

~~(a)4—Transportation concurrency exception areas~~

~~There are no concurrency exception areas proposed in CFTOD.~~

~~(a)5—Significant bicycle and pedestrian facilities~~

~~There are no public bicycle facilities proposed within the District, as there is not sufficient permanent population to create a demand for same. Private bicycle and pedestrian facilities may continue to be developed.~~

~~(a)6—Port facilities~~

~~There are no public deepwater port facilities existing or proposed within the District.~~

~~(a)7—Airport facilities including clear zones and obstructions~~

~~There are no airport facilities existing or proposed within the District.~~

~~(a)8—Freight rail lines~~

~~There are no freight rail lines or terminals existing or proposed in the District.~~

Figure 3-1: ~~2045~~2035 Roadway Network

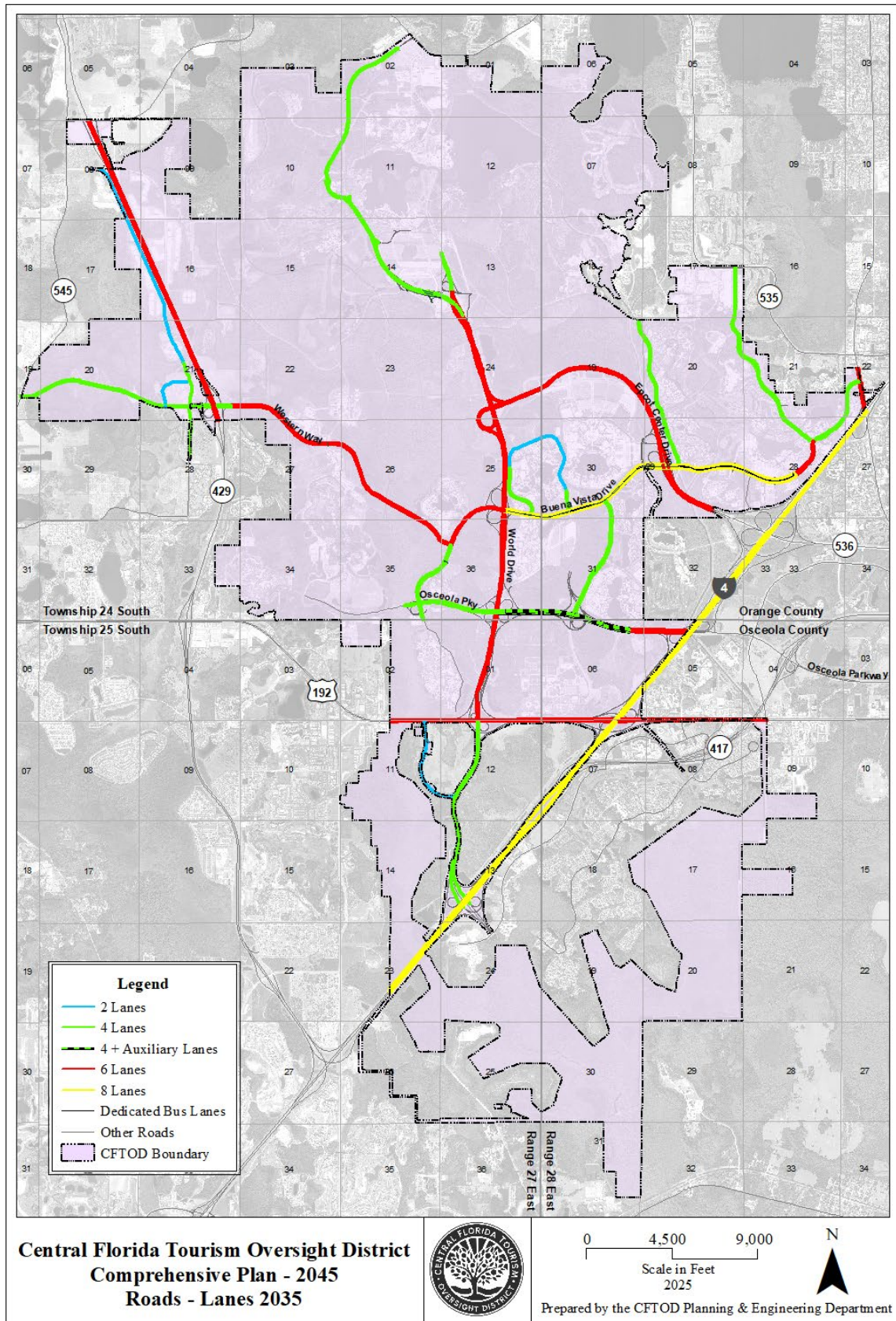
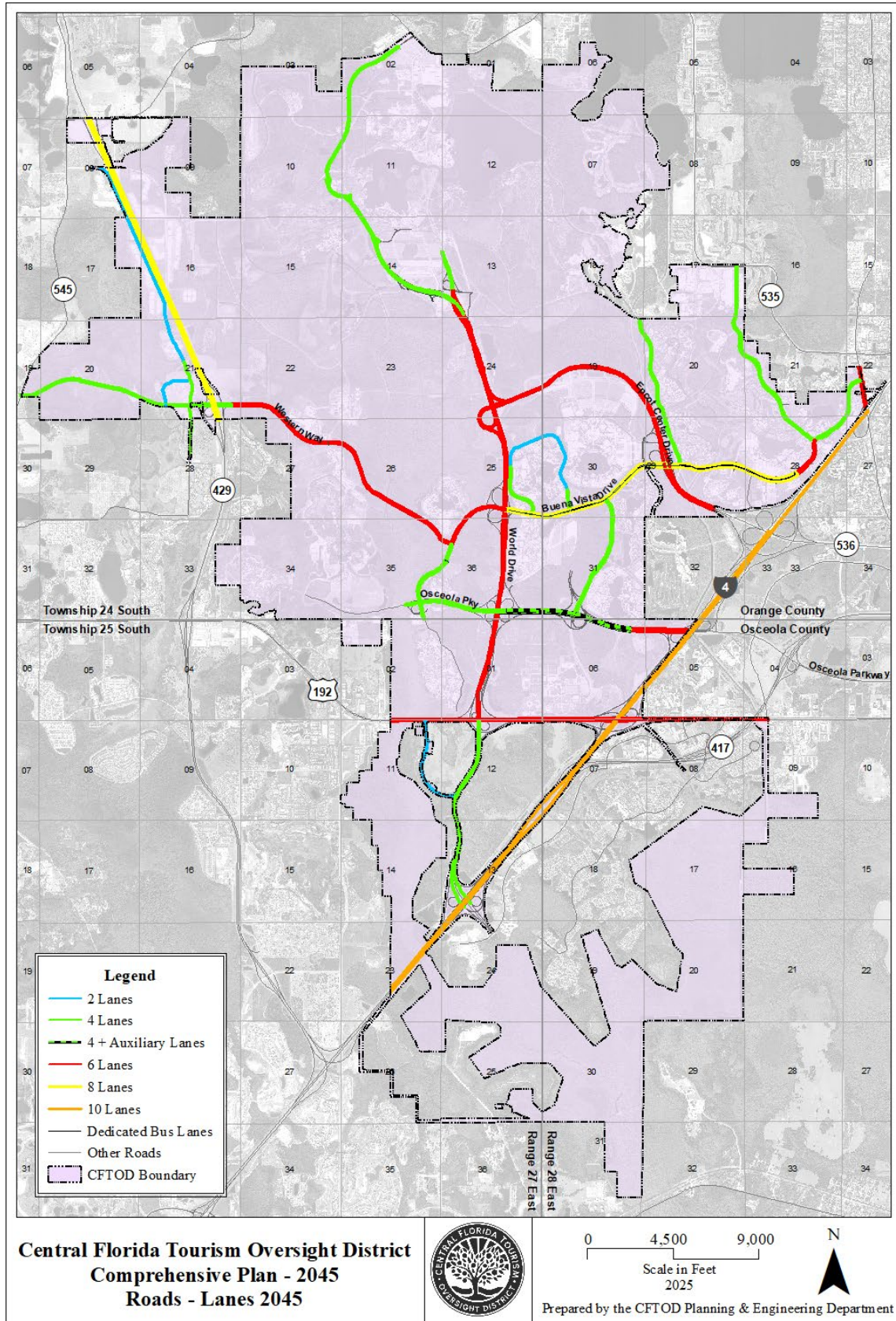


Figure 3-2: **2020****2045** Roadway Network



Central Florida Tourism Oversight District
City of Bay Lake
City of Lake Buena Vista
COMPREHENSIVE PLAN
2045

TRANSPORTATION
ELEMENT

Part B:
Supporting Data and Analysis

PURPOSE

The Transportation Element of the Comprehensive Plan provides guidance in determining the intermodal transportation network required to accommodate future development. The development of this element has been coordinated with the development of the Future Land Use Element to ensure that resource needs identified for transportation address the needs of future land use patterns.

The “Supporting Data and Analysis” component of the Transportation Element is composed of three major sections. The first section documents functional and administrative road classifications, capacities and level of service thresholds, existing traffic volumes, and existing levels of service. The second section documents anticipated future transportation conditions. F.S. 163.3177(6)(b) requires transportation analysis for a short-range planning horizon of five years and a long-range planning horizon of at least 10 years. For the CFTOD Comprehensive Plan, 2035 and 2045 are used as the planning analysis years. A recommended transportation network is provided in the third section.

According to F.S. 163.3177(6)(b), the purpose of a transportation element is to plan for a multi-modal transportation system that places emphasis on public transportation. Because of the unique transportation characteristics associated with the CFTOD attractions, the content of this element varies slightly from the requirements of F.S. 163.3177(6)(b). There is an extensive private transit system within the District. This intermodal system includes monorails, various types of water taxis and ferries and an extensive bus system, as well as interconnected bicycle and pedestrian ways. An overview of these facilities is provided in the supporting data and analysis and has been considered in the determination of public facility needs. Because of the extensive private facilities, public capital improvement requirements for transportation may seem less than would otherwise be expected.

Intergovernmental coordination and other issues required by F.S. 163.3177 are addressed in the goals, objectives, and policies. As a result of the land use trip characteristics in the CFTOD, as well as the trip characteristics of land uses adjacent to the CFTOD, transportation issues outside the District's boundaries are addressed in the element.

The data and analysis in this element are consistent with the planning time frames (2035 and 2045) and Capital Improvement Program years (FY 2025 – FY 2030) used throughout the Comprehensive Plan. Updated data, analysis and programmed traffic improvement projects for the current year and future five-year time frame are presented in the Capital Improvement Program Update (CIP Update) of the Capital Improvements Element. Therefore, the CIP Update presents and implements the most up-to-date transportation conditions and planning activities of the District.

EXISTING CONDITIONS

Access to the Central Florida Tourism Oversight District is provided principally by I-4, US 192, SR429, CR/SR 536, Osceola Parkway, SR/CR 535, and to a lesser extent by the Central Florida GreeneWay (SR 417). Reams Road also provides an access route to the North Service Area of the District. Within the District, there are a number of public CFTOD-maintained limited access, arterial and collector facilities, as well as privately maintained roadways.

This section of the Transportation Element presents an analysis of existing transportation conditions in CFTOD with an emphasis on roads maintained by the CFTOD. The first step in the analysis is to assign a functional and administrative classification to each of the public roadways within the CFTOD. Capacities and level of service thresholds are then defined and compared to existing peak-hour traffic volumes to determine existing levels of service. The existing conditions analysis also includes a discussion of programmed and planned improvements, existing public and private transit service, accident (crash) analysis, pedestrian mobility, availability of transportation facilities to serve existing land uses, growth trends, travel patterns, and a review of compliance with F.S. 163.3177(6)(b).

ROADWAY CLASSIFICATION

A roadway system can be classified in two ways—functionally and administratively. Functional classification defines a facility's physical and operational characteristics and administrative classification refers to the governmental entity that is responsible for maintaining the roadway. As part of the existing conditions analysis, the functional and administrative classifications of roads within the CFTOD have been provided.

Functional Classification

The function of roadways is two-fold: one function is to provide access to land uses adjacent to the roadway and the other is to provide mobility through an area. These two elements have an inverse relationship and demand a careful balancing throughout an area-wide roadway system. As access to a roadway increases the mobility of through-traffic decreases. Inversely, roadway facilities designed for mobility generally have higher speeds, more limited access, and more capacity.

Public roads within the CFTOD are functionally classified into four general categories for purposes of analysis in this Element. These categories and descriptions of each are as follows:

- **Principal Arterial (Limited Access)** – A roadway in this category serves major movements of traffic entering or leaving the District. This Type of roadway is generally a multi-lane divided facility designed to serve large volumes of high-speed traffic. Access from adjoining parcels is prohibited, and access to this facility is limited to entrance and exit ramps located at major roadways. Roadway segments within the CFTOD that have no at-grade intersections are classified as limited access facilities in this Element. These facilities include portions of US 192 and Osceola Parkway and all of World Drive, EPCOT Center Drive, SR 429, and I-4 within the District.
- **Principal Arterial** – Like limited access roadways, these facilities serve major movements of traffic entering or leaving the District. Generally, access to adjacent land is not prohibited; however, since mobility is the primary function of this facility, access is strictly controlled. Principal arterials include those portions of Osceola Parkway and US 192 with at-grade crossings, CR 535 and portions of Western Way and Flamingo Crossings.
- **Minor Arterial** – This type of roadway is similar to a principal arterial but is designed to serve lower volumes of traffic, as well as provide connections to the principal arterial system. This type of facility has a lower degree of mobility than a principal arterial and allows greater access to adjacent land than the previous two facilities. Buena Vista Drive, Hotel Plaza Boulevard, and portions of Flamingo Crossings Boulevard and Western Way fall into this classification.

- **Collector** – This classification serves internal traffic circulation within the District and connects areas to the arterial system. Land access is a function of this facility in addition to local traffic movement. Bonnet Creek Parkway, EPCOT Resorts Boulevard, Victory Way, Griffin Road, and Flagler Avenue are designated as Collectors.

The functional classification of public roadways in the District is shown in Table 3-1 and in Figure 3-3.

Administrative Classification

The administrative classification of public roads in the District relates to the agency that operates and maintains the facility. Four different governmental entities maintain roadways within the District. The three administrative classifications are State (Florida Department of Transportation), Orange County, Osceola County, and the CFTOD. State-maintained facilities include I-4, US 192, and SR 429. Orange County maintains CR 535 north of I-4 and Osceola County maintains a portion of Osceola Parkway. CFTOD-maintained facilities include the following:

Principal Arterial (Limited Access) / Principal Arterial

- World Drive – from north of US 192 to north of Vista Boulevard and from north of the I-4 to south of the US 192
- World Drive North – from south of Seven Seas to World Drive
- EPCOT Center Drive – from north of I-4 to World Drive
- Osceola Parkway – from west of I-4 interchange to the Reedy Creek Bridge west of Buena Vista Drive
- Western Way – from west of SR 429 to Buena Vista Drive

Minor Arterials

- Buena Vista Drive – from CR 535 to south of Osceola Parkway
- Hotel Plaza Boulevard – from CR 535 to Buena Vista Drive
- Western Way – from Flamingo Crossings Boulevard to Flagler Avenue
- Hartzog Road – from CR 545 (Avalon Road) to Western Way

Collectors

- Bonnet Creek Parkway – from Buena Vista Drive to Vista Way
- EPCOT Resorts Boulevard – from Buena Vista Drive to Buena Vista Drive
- Victory Way – from Osceola Parkway to Buena Vista Drive
- Road B-1 (Griffin Road) – from World Drive to US 192
- Flagler Avenue – from Western Way to Hartzog Road

The administrative classification of each roadway is presented in Table 3-1 and in Figure 3-4. The administrative classification is presented in terms of the governmental entity that is responsible for maintaining each segment of public roadway within the District.

Table 3-1: Existing Roadway Inventory

Roadway / Segment	Length (miles)	# of Lanes	Divided	Maintaining Agency	Functional Classification
Interstate 4					
S.W. CFTOD Boundary to World Dr (+ Auxiliary Lanes)	1.18	6	Y	State	PA (Ltd. Access)
World Dr to US 192 (+ Auxiliary Lanes)	2.34	6	Y	State	PA (Ltd. Access)
US 192 to Osceola Pkwy (+ Auxiliary Lanes)	1.17	6	Y	State	PA (Ltd. Access)
Osceola Pkwy to EPCOT Center Dr (+ Auxiliary Lanes)	1.25	6	Y	State	PA (Ltd. Access)
EPCOT Center Dr to CR 535 (+ Auxiliary Lanes)	1.56	6	Y	State	PA (Ltd. Access)
US 192					
East CFTOD Boundary to I-4	1.54	6	Y	State	Principal Arterial
I-4 to World Dr	1.36	6	Y	State	PA (Ltd. Access)
World Dr to Griffin Rd	0.53	6	Y	State	Principal Arterial
Griffin Rd to West CFTOD Boundary	0.34	6	Y	State	Principal Arterial
SR 429					
South of Western Way	0.14	4	Y	State	PA (Ltd. Access)
North of Western Way	2.87	4	Y	State	PA (Ltd. Access)
CR 535					
I-4 to Hotel Plaza Blvd	0.26	6	Y	Orange County	Principal Arterial
Hotel Plaza Blvd to Apopka-Vineland Rd	0.13	6	Y	Orange County	Principal Arterial
World Drive					
I-4 to Griffin Rd	1.15	4	Y	CFTOD	PA (Ltd. Access)
Griffin Rd to US 192	0.82	4	Y	CFTOD	PA (Ltd. Access)
US 192 to Osceola Pkwy	1.10	6	Y	CFTOD	PA (Ltd. Access)
Osceola Pkwy to Buena Vista Dr	1.04	6	Y	CFTOD	PA (Ltd. Access)
Buena Vista Dr to EPCOT Center Dr	1.05	6	Y	CFTOD	PA (Ltd. Access)
EPCOT Center Dr to Vista Blvd	1.44	6	Y	CFTOD	PA (Ltd. Access)
Vista Blvd to WDW Ownership	0.41	4	Y	CFTOD	PA (Ltd. Access)
World Drive North					
South of Seven Seas to World Dr	1.14	4	Y	CFTOD	Principal Arterial
EPCOT Center Drive					
I-4 to Buena Vista Dr (+ Auxiliary Lanes)	0.68	6	Y	CFTOD	PA (Ltd. Access)
Buena Vista Dr to World Dr	2.93	6	Y	CFTOD	PA (Ltd. Access)
Osceola Parkway					
I-4 to Victory Way	1.15	6	Y	CFTOD	PA (Ltd. Access)
Victory Way to World Dr (+ Auxiliary Lanes)	0.75	4	Y	CFTOD	PA (Ltd. Access)
World Dr to Buena Vista Dr	0.96	4	Y	CFTOD	PA (Ltd. Access)
Western Way					
Buena Vista Dr to Bear Island Rd	1.68	4	Y	CFTOD	Principal Arterial
Bear Island Rd to SR 429	1.52	4	Y	CFTOD	Principal Arterial
Hartzog Rd to Flagler Ave	0.23	4	Y	CFTOD	Minor Arterial
Flagler Ave to CR 545 (Avalon Rd)	1.54	4	Y	CFTOD	Principal Arterial
Hartzog Road					
SR 545 to Flagler Ave	2.13	2	N	CFTOD	Minor Arterial
Flagler Ave to Western Way	0.47	4	Y	CFTOD	Minor Arterial
Western Way to South CFTOD Boundary	0.47	4	Y	CFTOD	Minor Arterial
Buena Vista Drive					
CR 535 to Disney Vacation Club Way	1.23	4	Y	CFTOD	Minor Arterial
Disney Vacation Club Way to Hotel Plaza Blvd	0.85	4	Y	CFTOD	Minor Arterial

Roadway / Segment	Length (miles)	# of Lanes	Divided	Maintaining Agency	Functional Classification
Hotel Plaza Blvd to Bus Loop Entrance	0.42	6	Y	CFTOD	Minor Arterial
Bus Loop Entrance to Typhoon Lagoon	0.64	8	Y	CFTOD	Minor Arterial
Typhoon Lagoon to Bonnet Creek Pkwy	0.55	6	Y	CFTOD	Minor Arterial
Bonnet Creek Pkwy to Backstage Lane	0.40	6	Y	CFTOD	Minor Arterial
Backstage Lane to Victory Way	0.48	6	Y	CFTOD	Minor Arterial
Victory Way to EPCOT Resorts Blvd East	0.37	6	Y	CFTOD	Minor Arterial
EPCOT Resorts Blvd East to EPCOT Resorts Blvd West	0.40	6	Y	CFTOD	Minor Arterial
EPCOT Resorts Blvd West to World Dr	0.26	6	Y	CFTOD	Minor Arterial
World Dr to Western Way	0.72	4	Y	CFTOD	Minor Arterial
Western Way to Osceola Pkwy	0.90	4	Y	CFTOD	Minor Arterial
Hotel Plaza Boulevard					
West of CR 535	0.44	4	Y	CFTOD	Minor Arterial
East of Buena Vista Dr	0.39	4	Y	CFTOD	Minor Arterial
Floridian Place					
Center Dr to Floridian Way	0.84	4	Y	CFTOD	Principal Arterial
Bonnet Creek Parkway					
Buena Vista Dr to Overpass Rd	0.24	4	Y	CFTOD	Collector
Overpass Rd to Disney Vacation Club Way	0.25	4	Y	CFTOD	Collector
Disney Vacation Club Way Dr to Vista Way	1.04	4	Y	CFTOD	Collector
EPCOT Resorts Boulevard					
Buena Vista Dr to Water Bridge	0.60	4	Y	CFTOD	Collector
Water Bridge to Dolphin Hotel	1.20	2	N	CFTOD	Collector
Dolphin Hotel to Buena Vista Dr	0.60	4	Y	CFTOD	Collector
Victory Way					
Osceola Pkwy to Buena Vista Dr	1.04	4	Y	CFTOD	Collector
Griffin Road					
World Dr to US 192	0.97	2	N	CFTOD	Collector
Flagler Avenue					
Western Way to Hartzog Rd	0.49	2	Y	CFTOD	Collector

Figure 3-3: CFTOD Roadways – Existing Functional Classification

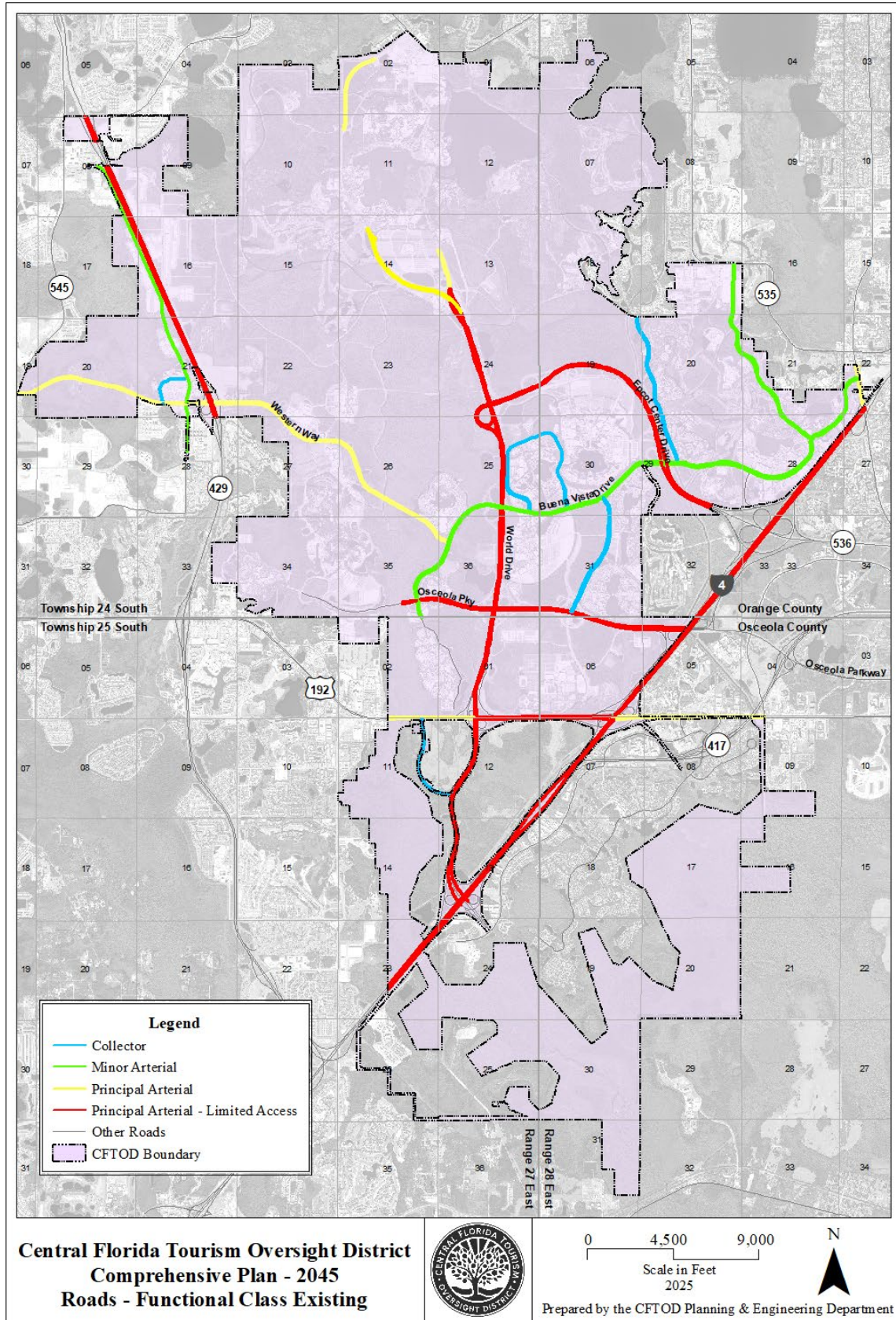
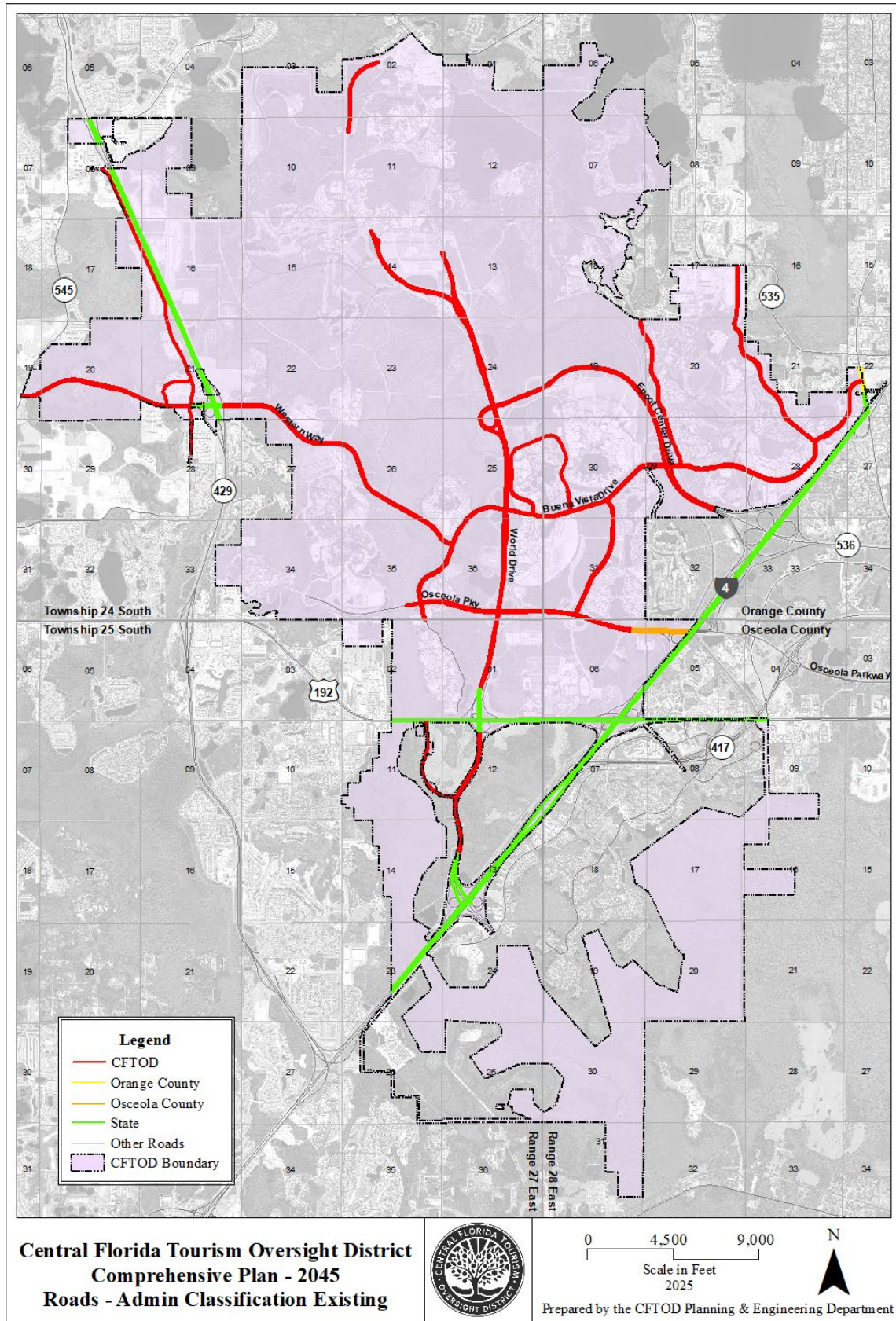


Figure 3-4: CFTOD Roadways – Existing Administrative Classification



Roadway Classification Inventory

The length of each of the classified roadways within the CFTOD is presented in Table 3-1. The length is presented in terms of centerline miles. Table 3-2 provides a summary of the centerline miles of public roadways within the CFTOD by functional and administrative classification. As indicated in Table 3-2, roughly two-thirds of the classified roadways within the District are maintained by the CFTOD. The other third are maintained by the State, with a small segment of CR 535 maintained by Orange County.

Table 3-2: Existing Roadway Classification Inventory

Jurisdiction	Centerline Miles of CFTOD Functionally Classified Roadways				
	Principal Arterial (Limited Access) (%)	Principal Arterial (%)	Minor Arterial (%)	Collector (%)	Total (%)
State	11.87	2.41	0.0	0.0	14.28
County	0.00	0.39	0.0	0.0	0.39
CFTOD	13.48	6.72	11.12	6.43	37.75
Total	25.35	9.52	11.12	6.43	52.42

As shown in Table 3-2, 48 percent of the District's existing public roadway centerline miles are limited access roadways. With the majority of the District's existing roadway system structured on high order facilities, substantial mobility is provided within the CFTOD. Roughly 53 percent of the limited access facilities are maintained by the District, with the other 47 percent maintained by the State.

EXISTING TRAFFIC CHARACTERISTICS

Traffic Volumes

Traffic data was collected for 24 hours at 160 stations throughout the CFTOD area over several days (August 13-14, 20, 29 and September 4-5, 11, 2024). Key data points include the day total traffic volume and AM and PM peak 15-minute volumes for various locations and directions. Summer months represent the typical peak season for the tourist-related uses within the District. During these periods, the theme parks are typically at or near capacity, as are the hotels. Table 3-3 presents the daily and p.m. peak-hour traffic volumes for all collected stations.

Table 3-3: 2024 Traffic Counts

Station ID	Location	Direction	ADT	Peak Hour Volume	Direction	ADT	Peak Hour Volume
167007160	Animation Way Southeast of Victory Way	N	2,282	229	S	2,245	200
16700709	Apopka Vineland Road from CR 535 Hotel Plaza Blvd	N	26,009	2,034	S	23,995	1,934
16700790	Backstage Lane from Overpass Road to Buena Vista Drive	N	4,318	448	-	-	-
167007140	Bear Island Rd South of S Service Ln	N	1,181	127	S	2,423	342
167007162	Bear Island Rd South of Western Way	N	1,403	209	S	1,306	182
167007139	Beat Island Rd South of Floridian Way	N	1,057	80	S	2,300	300
167007156	Black Lake Rd North of Osceola Pkwy	N	5,093	552	S	1,240	136
16700725	Bonnet Creek Parkway North of DVC Way	N	9,664	697	S	9,308	684
16700717	Bonnet Creek Parkway South of Vista Blvd	N	6,514	509	S	5,968	444
16700702	Bonnet Creek Parkway West of Hartzog Road	N	5,114	351	S	3,579	266
16700719	Bonnet Creek Pkwy from Overpass Rd to DVC Way	N	7,731	609	S	9,359	731
167007146	Buena Vista Dr East of Broadway	E	6,982	651	W	6,312	479
16700763	Buena Vista Dr to EB Osceola Pkwy	E	9,804	806	-	-	-
167007120	Buena Vista Drive BVD Lime Garage to Orange Garage	E	1,260	89	W	1,143	88
16700748	Buena Vista Drive from Backstage Lane to Bonnet Creek Pkwy	E	25,154	2,035	W	18,383	1,306
16700703	Buena Vista Drive from Bonnet Creek Pkwy to Typhoon Lagoon	E	17,475	1,403	W	15,733	1,306
16700750	Buena Vista Drive from Coronado Springs Entrance to Western Way	N	15,865	1,714	S	14,285	1,637
16700730	Buena Vista Drive from Coronado Springs Entrance to World Drive	E	16,757	1,746	W	15,793	1,669
16700715	Buena Vista Drive from CR 535 to Live Oak Lane	N	2,426	403	S	2,504	342
16700706	Buena Vista Drive from DVC Way to Saratoga Springs Entrance	N	6,132	515	S	6,909	665
16700739	Buena Vista Drive from EPCOT Resort Blvd East to Victory Way	E	20,579	1,442	W	15,155	1,123
167007119	Buena Vista Drive from Hotel Plaza Blvd to Lime Garage	N	13,638	1,417	S	9,086	653
16700705	Buena Vista Drive from Live Oak Lane to Disney Vacation Club Way	N	2,208	347	S	3,311	403
16700728	Buena Vista Drive from Typhoon Lagoon to Team Disney	E	16,591	1,483	W	9,807	829
16700720	Buena Vista Drive from Victory Way to Backstage Lane	E	22,948	1,618	W	17,748	1,339
16700742	Buena Vista Drive from Western Way to Osceola Parkway	S	10,216	845	-	-	-

Station ID	Location	Direction	ADT	Peak Hour Volume	Direction	ADT	Peak Hour Volume
16700721	Buena Vista Drive from World Drive to EPCOT Resorts Blvd	E	20,065	1,692	W	15,251	1,374
167007138	Car Care Center Dr East of Bear Island Rd	E	1,788	129	W	1,539	130
167007161	Century Dr West of Cayman Way	E	3,508	351	W	3,328	333
16700741	Chelonia Pkwy South of Buena Vista Drive	N	4,925	503	S	5,343	437
16700710	CR 535 from Hotel Plaza Blvd to I-4	N	23,624	1,670	S	31,044	2,194
167007154	Cypress Dr South of E Buena Vista Dr	N	1,471	156	S	1,870	337
167007122	Disney Hollywood Studios DHS Ramp to Osceola Pkwy	N	4,940	753	S	4,710	801
167007150	E Buena Vista Dr Off Ramp West of I-4	E	2,979	435	-	-	-
16700792	EB EPCOT Center Dr Off Ramp to Overpass Rd	W	3,611	289	-	-	-
16700789	EB EPCOT Center Dr On Ramp from E Buena Vista Dr	E	7,076	984	-	-	-
16700791	EB EPCOT Center Dr On Ramp from Overpass Rd	E	5,168	598	-	-	-
16700788	EB EPCOT Center Dr On Ramp South of E Buena Vista Dr	E	13,282	1,151	-	-	-
167007112	EB Osceola Pkwy On Ramp to World Dr NB	N	4,255	382	-	-	-
167007127	EB Osceola Pkwy Ramp to DHS	E	2,703	374	-	-	-
167007126	EB Osceola Pkwy Ramp to Victory Way	E	6,748	589	-	-	-
16700762	EB Osceola Pkwy to Buena Vista Drive	E	3,415	318	-	-	-
16700795	Entrance Ramp to WB EPCOT Center Drive from Bonnet Creek Pkwy	W	4,567	430	-	-	-
167007165	EPCOT Center Dr East of World Drive	E	8,728	825	W	11,968	1,026
16700714	EPCOT Center Drive from Buena Vista Drive to I-4	N	32,413	2,881	S	30,826	2,913
16700701	EPCOT Center Drive from World Drive to Buena Vista Dr	N	12,438	1,448	S	13,232	1,519
16700751	EPCOT Resorts Blvd Btwn Yacht Club and Beach Club Hotels	E	2,350	194	W	2,477	184
16700726	EPCOT Resorts Boulevard from Dolphin Hotel to Buena Vista Drive	N	5,426	449	S	5,068	453
16700727	EPCOT Resorts Boulevard from Dolphin Hotel to Buena Vista Drive	N	5,184	403	S	5,928	534
16700766	Flagler Avenue North of Western Way	N	671	64	S	812	81
16700765	Flagler Avenue SR 535 to I-4 East of Marriott Hotel	E	969	80	W	880	69
167007100	Floridian Place Entrance to Floridian Place from Reams Road	N	9,787	977	S	9,453	1,004
16700716	Floridian Place North of Maple Road and Floridian Way	N	6,174	508	S	7,514	611

Station ID	Location	Direction	ADT	Peak Hour Volume	Direction	ADT	Peak Hour Volume
16700759	Floridian Way btwn Seven Seas Drive and Car Care Center	N	8,218	499	S	11,967	1,055
16700754	Floridian Way MK Toll Plaza Split to Car Care Floridian Way	N	8,128	506	S	17,117	1,716
167007135	Floridian Way North of Seven Seas Dr	N	8,902	597	S	10,446	830
16700756	Floridian Way Northwest Ramp to Car Care Center	N	1,512	127	-	-	-
16700758	Floridian Way Ramp from Floridian Way to Car Care Center	E	2,857	295	-	-	-
167007136	Floridian Way South of Maple Rd	N	9,330	743	S	11,811	906
16700736	Griffin Rd from World Drive to US 192	N	3,517	547	S	2,491	272
16700743	Hartzog Road North of Flagler Avenue	N	5,126	606	S	4,321	505
16700764	Hartzog Road North of Western Way	N	6,684	701	S	5,335	518
16700768	Hartzog Road South of Western Way	N	9,019	662	S	7,941	597
16700707	Hotel Plaza Blvd East of Buena Vista Drive	E	15,213	1,590	W	9,341	638
16700708	Hotel Plaza Blvd West of CR 535	E	15,278	1,553	W	10,013	672
167007130	Magic Kingdom Toll Plaza Entrance	N	22,266	2,169	S	10,020	1,117
167007134	Magic Kingdom Toll Plaza to Car Care Center	W	248	37	-	-	-
16700783	NB I-4 Off Ramp to WB EPCOT Center Dr	W	6,226	502	-	-	-
16700784	NB I-4 On Ramp from EPCOT Center Dr	S	17,205	1,544	-	-	-
167007111	NB World Dr from Osceola Pkwy East Entrance	N	6,958	591	-	-	-
167007102	NB World Dr Off Ramp to EB Buena Vista Dr	N	7,571	633	-	-	-
16700775	NB World Dr off ramp to EB Vista Blvd	N	2,902	246	-	-	-
167007101	NB World Dr Off Ramp to WB Buena Vista Dr	N	10,023	854	-	-	-
167007103	NB World Dr On Ramp from EB E Buena Vista Dr	N	4,175	330	-	-	-
167007104	NB World Dr On Ramp from WB E Buena Vista Dr	N	4,378	473	-	-	-
167007109	NB World Drive DHS Cast Entrance Ramp from Osceola Pkwy	N	11,708	1,111	-	-	-
167007143	Osceola Pkwy east of Sherberth Rd	E	16,344	1,787	W	11,662	1,003
16700732	Osceola Pkwy from I-4 to Victor Way	E	19,854	2,218	W	28,208	2,329
16700731	Osceola Pkwy from Victory Way to World Drive	E	20,223	2,046	W	33,319	2,633
16700729	Osceola Pkwy from World Dr to Buena Vista Drive	E	21,465	2,035	W	23,471	1,925

Station ID	Location	Direction	ADT	Peak Hour Volume	Direction	ADT	Peak Hour Volume
167007144	Osceola Pkwy West of Black Lake Rd	E	3,451	364	W	3,441	306
167007142	Osceola Pkwy West of W Buena Vista Dr	E	14,824	1,648	W	15,666	1,370
16700793	Overpass Road from Backstage Lane to Bonnet Creek Parkway	E	4,042	306	W	7,479	609
16700797	Reams Road East of Magic Kingdom Employee Entrance	E	9,519	964	W	7,696	705
167007153	S Studio Dr South of E Buena Vista Dr DHS Bus Loop	N	2,828	338	S	2,664	313
167007157	S Victory Way South of Osceola Pkwy	N	1,782	375	-	-	-
16700782	SB I-4 Off Ramp to WB EPCOT Center Dr	W	14,401	1,482	-	-	-
16700785	SB I-4 On Ramp from EPCOT Center Dr	W	5,874	749	-	-	-
167007123	SB Victory Way to DHS	N	981	104	-	-	-
167007108	SB World Dr Off Ramp to EB Buena Vista Dr	W	3,420	261	-	-	-
167007106	SB World Dr Off Ramp to WB Buena Vista Dr	W	4,987	477	-	-	-
167007107	SB World Dr SB On Ramp from EB Buena Vista Dr	S	1,684	178	-	-	-
167007105	SB World Dr SB On Ramp from WB Buena Vista Dr	S	3,638	444	-	-	-
16700780	SB World Drive to EB EPCOT Center Drive	W	10,865	1,023	-	-	-
167007115	SB World Drive to EB Osceola Pkwy	E	3,956	463	-	-	-
167007117	SB World Drive to WB Osceola Pkwy	S	3,681	266	-	-	-
167007137	Seven Seas Dr btwn World Dr Floridian Way	E	3,647	258	W	6,253	598
16700737	Sherberth Rd South of Osceola Parkway	E	7,959	872	W	7,277	715
167007145	Sherberth Rd South of Osceola Pkwy	N	7,276	708	S	7,939	960
167007151	Strawberry Parking Lot Entrance North of Buena Vista Dr	N	3,816	345	S	4,871	491
167007152	Typhoon Lagoon Entrance South of Buena Vista Dr	N	1,295	234	S	1,264	277
167007159	Victory Way North of Century Dr	N	6,209	469	S	6,357	552
16700738	Victory Way North of Osceola Pkwy	N	6,813	581	S	7,417	744
167007158	Victory Way South of Animation Way	N	7,174	679	S	8,439	875
16700740	Victory Way South of Buena Vista Drive	N	6,214	494	S	6,770	565
167007125	Victory Way to WB Osceola Pkwy	W	7,126	539	-	-	-
167007164	Vista Blvd East of Bonnet Creek Pkwy	E	7,454	608	W	6,485	556

Station ID	Location	Direction	ADT	Peak Hour Volume	Direction	ADT	Peak Hour Volume
16700718	Vista Blvd South of CR 535	N	5,733	657	S	5,109	555
16700777	Vista Blvd to World Dr	E	2,860	217	W	1,647	223
167007163	Vista Blvd west of Bonnet Creek Pkwy	E	5,467	411	W	4,536	386
16700755	Vista Way to Seven Seas Drive	N	17,943	1,499	S	12,280	957
167007155	W Buena Vista Dr btwn Showtime Dr Stadium Blvd	N	6,303	489	S	6,099	448
167007124	WB DHS Ramp to WB Osceola Parkway	W	5,194	798	-	-	-
16700786	WB EPCOT Center Dr Off Ramp to WB Buena Vista Dr	N	17,312	1,295	-	-	-
167007141	WB EPCOT Center Dr Ramps east of World Dr	E	4,721	729	W	4,130	563
16700794	WB EPCOT Center Drive Exit to Bonnet Creek Pkwy	E	6,807	754	-	-	-
16700779	WB EPCOT Center Drive to NB World Drive	N	10,858	951	-	-	-
16700781	WB EPCOT Center Drive to SB World Drive	S	6,019	948	-	-	-
16700760	WB Osceola Pkwy to Buena Vista Drive	W	11,080	980	-	-	-
167007116	WB Osceola Pkwy to SB World Drive	N	4,425	529	-	-	-
167007118	WB Osceola Pkwy to SB World Drive	S	2,348	273	-	-	-
167007121	WB Osceola Pkwy to Victory Way	W	2,192	391	-	-	-
16700776	WB Vista Blvd to NB World Dr	N	3,076	222	-	-	-
16700747	Western Way from Bear Island Road to Coronado Springs	N	20,495	2,334	S	19,715	2,243
16700767	Western Way from Flagler Avenue to Hartzog Road	E	7,001	597	W	6,565	537
16700745	Western Way from Hartzod Road to SR 429	E	16,411	1,561	W	16,704	1,591
16700744	Western Way West of Flagler Avenue to CR-545 Avalon Road	E	4,103	392	W	4,451	420
167007129	World Dr exit Ramp to EPCOT Center Dr	E	4,903	617	-	-	-
16700733	World Dr from Griffin Rd to US 192	N	8,241	599	S	7,386	725
16700734	World Dr from I-4 to Griffin Rd	N	11,345	938	S	9,272	762
16700778	World Dr from US 192 to Osceola Pkwy	N	15,364	1,338	S	16,982	1,720
167007133	World Dr North of Contemporary Dr	S	5,244	508	-	-	-
167007131	World Dr North of Timberline Dr	N	8,332	663	S	6,691	513
167007132	World Dr North of Topiary LnW Wilderness Rd	N	11,706	864	S	9,313	721

Station ID	Location	Direction	ADT	Peak Hour Volume	Direction	ADT	Peak Hour Volume
16700752	World Drive EPCOT Center Drive to Magic Kingdom Toll Plaza Split	N	31,186	2,695	S	28,639	2,598
16700723	World Drive from EPCOT Center Drive to Buena Vista Drive	N	24,451	2,259	S	19,697	2,023
16700722	World Drive Osceola Pkwy South of Buena Vista Drive	N	26,746	2,189	S	18,792	1,806
16700753	World Drive Southbound to World Drive Northbound U-Turn	S	1,212	121	-	-	-
167007110	I-192 Off Ramp to WB Osceola Pkwy	E	2,104	209	-	-	-
167007113	I-192 WB Off Ramp to EB Osceola Pkwy	E	3,312	386	-	-	-
16700713	I-4 East of SR 535	E	99,208	6,214	W	96,992	5,980
16700712	I-4 from Osceola Pkwy to EPCOT Center Drive	N	44,518	3,665	S	62,006	4,424
16700735	I-4 from SW RCID Boundary to World Drive	N	72,364	5,280	S	71,388	4,877
16700711	I-4 from World Drive to US 192	N	54,189	3,886	S	48,791	3,630
167007128	I-4 Slip Ramp to Buena Vista Drive Orange Garage	N	4,004	380	-	-	-
167007147	I-4 Slip Ramp to EB Buena Vista Dr	E	3,609	447	-	-	-
167007148	I-4 Slip Ramp to Orange Garage Parking	W	2,019	414	-	-	-
167007149	I-4 Slip Ramp to Watermelon Mango Parking Lots	W	1,190	132	-	-	-
16700773	NB Off Ramp SR429 to WB Western Way	N	1,292	100	-	-	-
16700772	NB SR 429 Off Ramp to EB Western Way	N	778	83	-	-	-
16700769	NB SR 429 On Ramp from WB Western Way	N	7,351	948	-	-	-
16700771	NB SR 429 to EB Western Way	E	4,794	793	-	-	-
16700770	SB SR 429 Off Ramp to WB Western Way	W	2,220	192	-	-	-
16700774	SB SR 429 On Ramp from WB Western Way	S	3,693	655	-	-	-
16700787	WB EPCOT Center Dr Off Ramp to EB Buena Vista Dr	E	6,903	565	-	-	-

Note: Gray Cells are for One-Way Roadways

TRAFFIC VOLUMES/LEVEL OF SERVICE

Level of Service Standards

Level of service (LOS) standards are qualitative measures that describe the operational conditions of a roadway. These standards indicate the quality of traffic flow as measured by driver satisfaction. A number of factors influence the level of service of a roadway. These include: speed and travel time, traffic interruptions, the maneuverability of a facility, safety, driver comfort, convenience, and operating costs. The FDOT 2023 Multimodal Quality/Level of Service Handbook has deleted the LOS A service volumes, therefore this analysis will only consider five LOS designations. These five designations range from "B" to "F", and are defined in Table 3-4.

Table 3-4: Level of Service (LOS) Definitions

LOS Designation	Description
B	Denotes a steady flow of traffic, with only slight delays in vehicle movement and speed. All queues clear in a single signal cycle.
C	Denotes a reasonably steady, high-volume flow of traffic, with some limitations on movement and speed, and occasional backups on critical intersection approaches.
D	Denotes the level where traffic nears an unacceptable flow. Intersections still function, but short queues develop and cars may have to wait through one signal cycle during short peaks.
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.
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 cycles, and "upstream" intersections may be blocked by long queues.

As part of the Comprehensive Planning process, local governments are required to set level of service standards for public facilities within their jurisdiction. The adopted LOS standards establish a minimum service level that the District must maintain for each of the public facilities included as part of the Transportation Element.

The LOS standards set for the public roadways within the CFTOD are as follows:

- State Roads (I-4, SR 429, and US 192) LOS D
- CFTOD (Limited Access) LOS E
- All Other Roads (District or County) LOS D

Capacity

To adequately evaluate existing transportation conditions, roadway capacity must be determined for each facility to be analyzed. The capacity of a roadway is defined as the maximum number of vehicles that have a reasonable expectation of passing over or through a given roadway segment or intersection under prevailing roadway and traffic conditions. For the purpose of this analysis, capacities for CFTOD and County roadways were obtained from the FDOT 2023 Multimodal Quality/Level of Service Handbook unless otherwise indicated.

The capacity of a roadway depends upon a number of factors. These include the average number of intersections per mile, the amount of green time per cycle, the free flow speed, the presence of medians, the presence of left turn lanes, and the type of signal system. Table 3-5 presents the peak-hour directional volumes associated with each LOS threshold (“B” to “E”) for the classified roadways in the CFTOD. The maximum capacity is the service volume associated with the adopted LOS standard.

In addition to the aforementioned factors, the capacity of a roadway is dependent upon the number of travel lanes that make up the roadway. The existing number of lanes of each classified public roadway within the CFTOD is displayed in Figure 3-5.

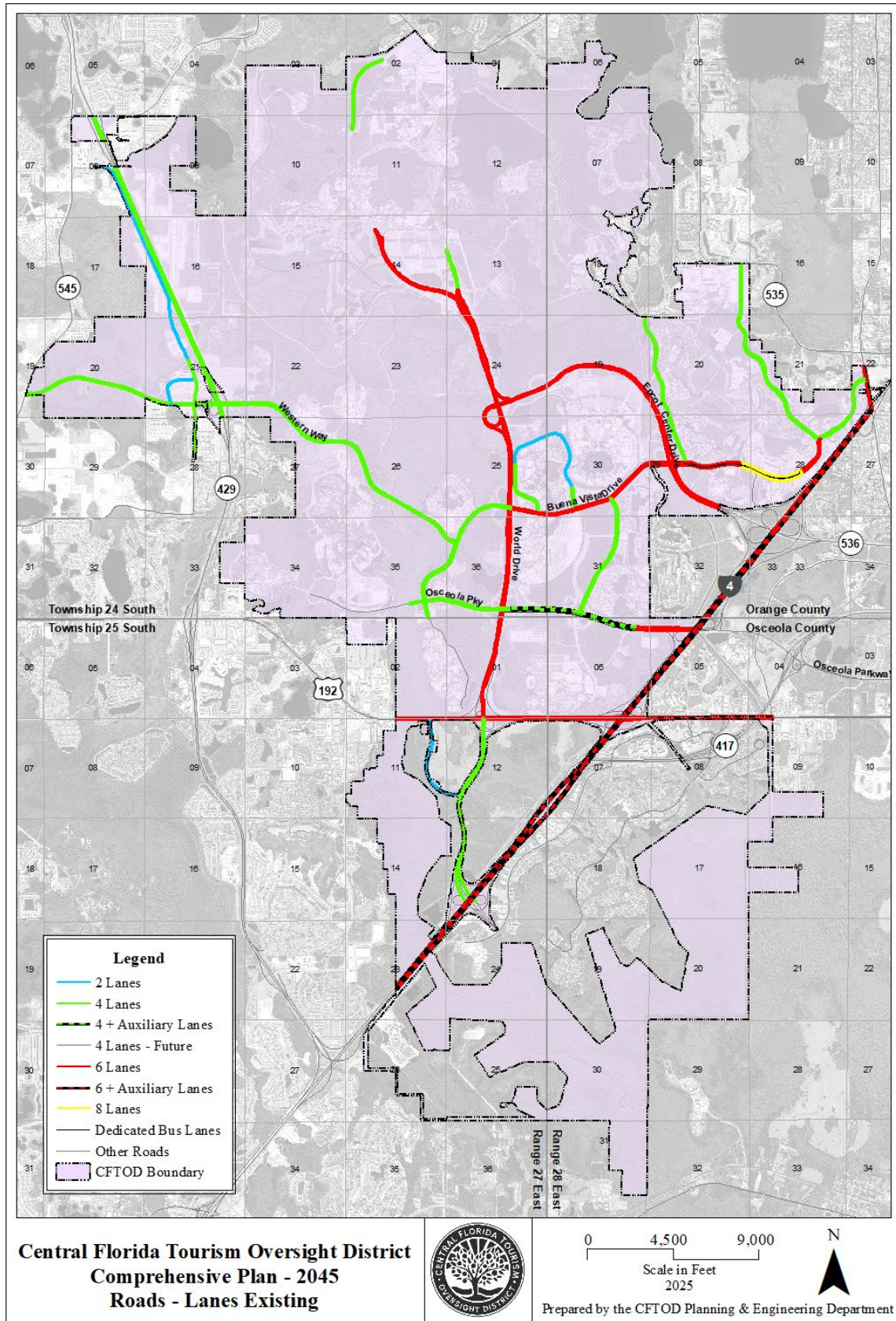
Table 3-5: Existing Peak Hour / Peak Directional Level of Service Capacities

Roadway / Segment	# of Lanes (Direction)	Functional Classification CFTOD	Functional Classification FDOT	B	C	D	E
Interstate 4							
S.W. CFTOD Boundary to World Dr (+ Auxiliary Lanes)	3	PA (Ltd. Access)	Limited Access – Core Urbanized	3,390	4,600	5,810	6,130
World Dr to US 192 (+ Auxiliary Lanes)	3	PA (Ltd. Access)	Limited Access – Core Urbanized	3,390	4,600	5,810	6,130
US 192 to Osceola Pkwy (+ Auxiliary Lanes)	3	PA (Ltd. Access)	Limited Access – Core Urbanized	3,390	4,600	5,810	6,130
Osceola Pkwy to EPCOT Center Dr (+ Auxiliary Lanes)	3	PA (Ltd. Access)	Limited Access – Core Urbanized	3,390	4,600	5,810	6,130
EPCOT Center Dr to CR 535 (+ Auxiliary Lanes)	3	PA (Ltd. Access)	Limited Access – Core Urbanized	3,390	4,600	5,810	6,130
US 192							
East CFTOD Boundary to I-4	3	Principal Arterial	Arterial - C3C	-	2,360	2,680	-
I-4 to World Dr	3	PA (Ltd. Access)	Limited Access – Core Urbanized	3,390	4,600	5,810	6,130
World Dr to Griffin Rd	3	Principal Arterial	Arterial - C3C	-	2,360	2,680	-
Griffin Rd to West CFTOD Boundary	3	Principal Arterial	Arterial - C3C	-	2,360	2,680	-
SR 429							
South of Western Way	2	PA (Ltd. Access)	Limited Access – Core Urbanized	2,400	3,170	3,970	4,150
North of Western Way	2	PA (Ltd. Access)	Limited Access – Core Urbanized	2,400	3,170	3,970	4,150
CR 535							
I-4 to Hotel Plaza Blvd	3	Principal Arterial	Arterial - C3C	-	2,360	2,680	-
Hotel Plaza Blvd to Apopka-Vineland Rd	3	Principal Arterial	Arterial - C3C	-	2,360	2,680	-
World Drive							
I-4 to Griffin Rd	2	PA (Ltd. Access)	Limited Access – Core Urbanized	2,400	3,170	3,970	4,150
Griffin Rd to US 192	2	PA (Ltd. Access)	Limited Access – Core Urbanized	2,400	3,170	3,970	4,150
US 192 to Osceola Pkwy	3	PA (Ltd. Access)	Limited Access – Core Urbanized	3,390	4,600	5,810	6,130
Osceola Pkwy to Buena Vista Dr	3	PA (Ltd. Access)	Limited Access – Core Urbanized	3,390	4,600	5,810	6,130
Buena Vista Dr to EPCOT Center Dr	3	PA (Ltd. Access)	Limited Access – Core Urbanized	3,390	4,600	5,810	6,130
EPCOT Center Dr to Vista Blvd	3	PA (Ltd. Access)	Limited Access – Core Urbanized	3,390	4,600	5,810	6,130
Vista Blvd to WDW Ownership	2	PA (Ltd. Access)	Limited Access – Core Urbanized	2,400	3,170	3,970	4,150
World Drive North							
South of Seven Seas to World Drive	2	Principal Arterial	Arterial - C3C	-	1,700	1,850	-
EPCOT Center Drive							
I-4 to Buena Vista Dr (+ Auxiliary Lanes)	3	PA (Ltd. Access)	Limited Access – Core Urbanized	3,390	4,600	5,810	6,130
Buena Vista Dr to World Dr	3	PA (Ltd. Access)	Limited Access – Core Urbanized	3,390	4,600	5,810	6,130
Osceola Parkway							

Roadway / Segment	# of Lanes (Direction)	Functional Classification CFTOD	Functional Classification FDOT	B	C	D	E
I-4 to Victory Way	3	PA (Ltd. Access)	Limited Access – Core Urbanized	3,390	4,600	5,810	6,130
Victory Way to World Dr (+ Auxiliary Lanes)	2	PA (Ltd. Access)	Limited Access – Core Urbanized	2,400	3,170	3,970	4,150
World Dr to Buena Vista Dr	2	PA (Ltd. Access)	Limited Access – Core Urbanized	2,400	3,170	3,970	4,150
Western Way							
Buena Vista Dr to Bear Island Rd	2	Principal Arterial	Arterial - C3C	-	1,520	1,810	-
Bear Island Rd to SR 429	2	Principal Arterial	Arterial - C3C	-	1,520	1,810	-
Hartzog Rd to Flagler Ave	2	Minor Arterial	Arterial - C3C	-	1,520	1,810	-
Flagler Ave to CR 545 (Avalon Rd)	2	Principal Arterial	Arterial - C3C	-	1,520	1,810	-
Hartzog Road							
SR 545 to Flagler Ave	1	Minor Arterial	Arterial - C3C	-	760	1,070	-
Flagler Ave to Western Way	2	Minor Arterial	Arterial - C3C	-	1,520	1,810	-
Western Way to South CFTOD Boundary	2	Minor Arterial	Arterial - C3C	-	1,520	1,810	-
Buena Vista Drive							
CR 535 to Disney Vacation Club Way	2	Minor Arterial	Arterial - C3C	-	1,520	1,810	-
Disney Vacation Club Way to Hotel Plaza Blvd	2	Minor Arterial	Arterial - C3C	-	1,520	1,810	-
Hotel Plaza Blvd to Bus Loop Entrance	3	Minor Arterial	Arterial - C3C	-	2,360	2,680	-
Bus Loop Entrance to Typhoon Lagoon	4	Minor Arterial	Arterial - C3C	-	3,170	3,180	-
Typhoon Lagoon to Bonnet Creek Pkwy	3	Minor Arterial	Arterial - C3C	-	2,360	2,680	-
Bonnet Creek Pkwy to Backstage Lane	3	Minor Arterial	Arterial - C3C	-	2,360	2,680	-
Backstage Lane to Victory Way	3	Minor Arterial	Arterial - C3C	-	2,360	2,680	-
Victory Way to EPCOT Resorts Blvd East	3	Minor Arterial	Arterial - C3C	-	2,360	2,680	-
EPCOT Resorts Blvd East to EPCOT Resorts Blvd West	3	Minor Arterial	Arterial - C3C	-	2,360	2,680	-
EPCOT Resorts Blvd West to World Dr	3	Minor Arterial	Arterial - C3C	-	2,360	2,680	-
World Dr to Western Way	2	Minor Arterial	Arterial - C3C	-	1,520	1,810	-
Western Way to Osceola Pkwy	2	Minor Arterial	Arterial - C3C	-	1,520	1,810	-
Hotel Plaza Boulevard							
West of CR 535	2	Minor Arterial	Arterial - C3C	-	1,520	1,810	-
East of Buena Vista Dr	2	Minor Arterial	Arterial - C3C	-	1,520	1,810	-
Floridian Place							
Center Dr to Floridian Way	2	Principal Arterial	Arterial - C3C	-	1,520	1,810	-
Bonnet Creek Parkway							
Buena Vista Dr to Overpass Rd	2	Collector	Arterial - C3C	-	1,520	1,810	-

Roadway / Segment	# of Lanes (Direction)	Functional Classification CFTOD	Functional Classification FDOT	B	C	D	E
Overpass Rd to Disney Vacation Club Way	2	Collector	Arterial - C3C	-	1,520	1,810	-
Disney Vacation Club Way Dr to Vista Way	2	Collector	Arterial - C3C	-	1,520	1,810	-
EPCOT Resorts Boulevard							
Buena Vista Dr to Water Bridge	2	Collector	Arterial - C3C	-	1,520	1,810	-
Water Bridge to Dolphin Hotel	1	Collector	Arterial - C3C	-	760	1,070	-
Dolphin Hotel to Buena Vista Dr	2	Collector	Arterial - C3C	-	1,520	1,810	-
Victory Way							
Osceola Pkwy to Buena Vista Dr	2	Collector	Arterial - C3C	-	1,520	1,810	-
Griffin Road							
World Dr to US 192	1	Collector	Arterial - C3C	-	760	1,070	-
Flagler Avenue							
Western Way to Hartzog Rd	1	Collector	Arterial - C3C	-	760	1,070	-

Figure 3-5: CFTOD Roadways – Number of Lanes Existing



Operating Level of Service Analysis

The existing operating condition of the classified roadways within the CFTOD was evaluated by comparing the peak hour traffic counts for each roadway segment with the associated level of service capacities established for each roadway segment. Table 3-6 presents the level of service for classified roadways within the CFTOD based on the 2024 traffic counts. This table includes the adopted LOS standard, number of lanes, adopted LOS capacity, the peak-hour peak-direction traffic volume, and level of service for each roadway segment. The peak hour directional LOS (based on the traffic counts) for each roadway segment is displayed in Figure 3-6.

Based on the 2024 traffic counts all CFTOD maintained roadways are operating at or above their adopted level of service standard except for Western Way between Buena Vista Dr and SR 429.

Table 3-6: CFTOD Roadway Existing Year Level of Service (2024 Traffic Counts)

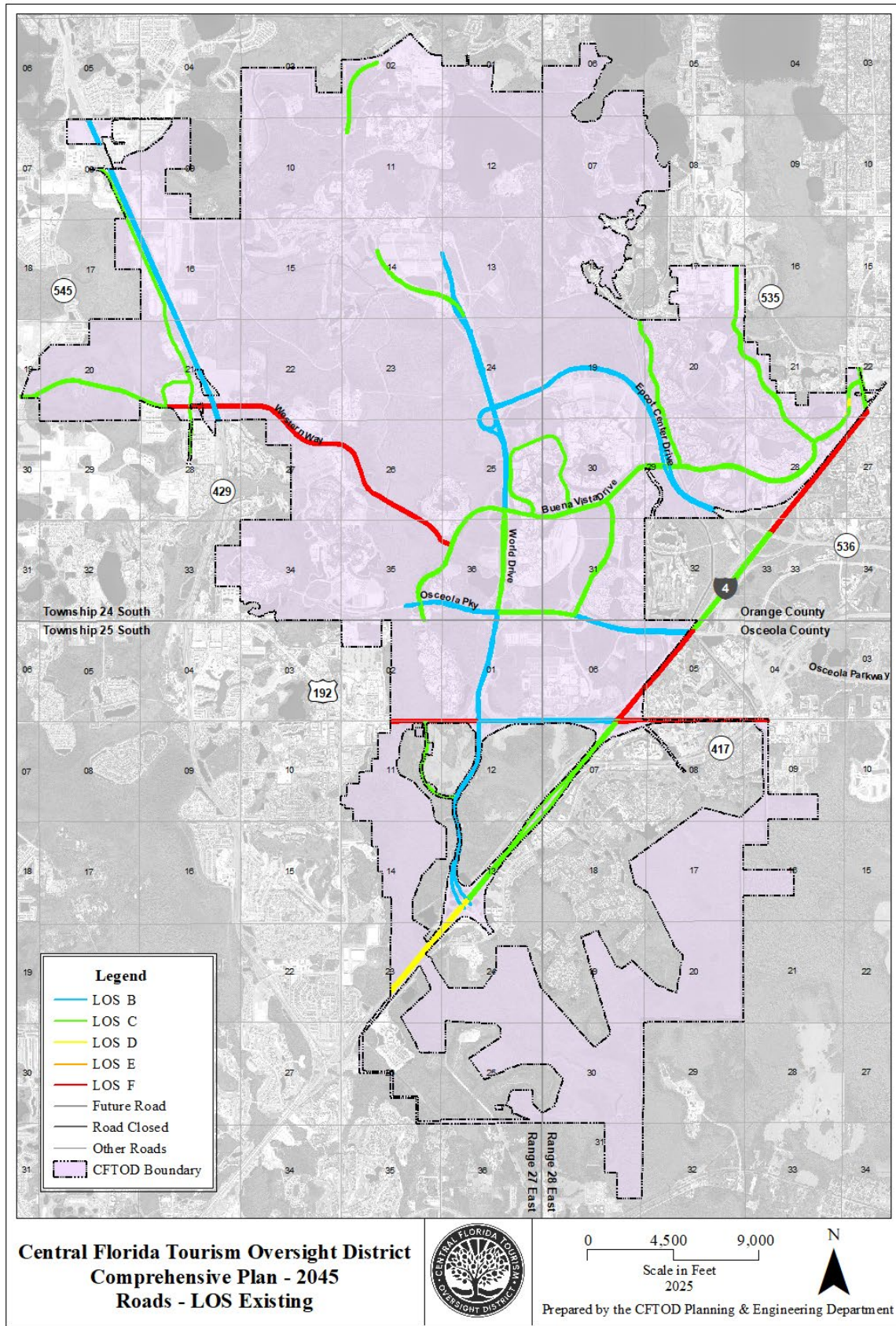
Roadway / Segment	# of Lanes (Direction)	Functional Classification CFTOD	Functional Classification FDOT	Maintaining Agency	LOS Capacity	PM Peak Hour/Direction	
						2024 Volume	2024 LOS
Interstate 4							
S.W. CFTOD Boundary to World Dr (+ Auxiliary Lanes)	3	PA (Ltd. Access)	Limited Access – Core Urbanized	State	5,810	5,280	D
World Dr to US 192 (+ Auxiliary Lanes)	3	PA (Ltd. Access)	Limited Access – Core Urbanized	State	4,600	3,886	C
US 192 to Osceola Pkwy (+ Auxiliary Lanes)	3	PA (Ltd. Access)	Limited Access – Core Urbanized	State	6,130	6,560**	F
Osceola Pkwy to EPCOT Center Dr (+ Auxiliary Lanes)	3	PA (Ltd. Access)	Limited Access – Core Urbanized	State	4,600	4,424	C
EPCOT Center Dr to CR 535 (+ Auxiliary Lanes)	3	PA (Ltd. Access)	Limited Access – Core Urbanized	State	6,130	8,498**	F
US 192							
East CFTOD Boundary to I-4	3	Principal Arterial	Arterial - C3C	State	**	2,921**	F
I-4 to World Dr	3	PA (Ltd. Access)	Limited Access – Core Urbanized	State	3,390	3,136**	B
World Dr to Griffin Rd	3	Principal Arterial	Arterial - C3C	State	**	3,759**	F
Griffin Rd to West CFTOD Boundary	3	Principal Arterial	Arterial - C3C	State	**	3,136**	F
SR 429							
South of Western Way	2	PA (Ltd. Access)	Limited Access – Core Urbanized	State	2,400	1,543**	B
North of Western Way	2	PA (Ltd. Access)	Limited Access – Core Urbanized	State	2,400	1,867**	B
CR 535							
I-4 to Hotel Plaza Blvd	3	Principal Arterial	Arterial - C3C	Orange County	2,360	2,194	C
Hotel Plaza Blvd to Apopka-Vineland Rd	3	Principal Arterial	Arterial - C3C	Orange County	2,360	2,034	C
World Drive							
I-4 to Griffin Rd	2	PA (Ltd. Access)	Limited Access – Core Urbanized	CFTOD	2,400	438	B
Griffin Rd to US 192	2	PA (Ltd. Access)	Limited Access – Core Urbanized	CFTOD	2,400	278	B
US 192 to Osceola Pkwy	3	PA (Ltd. Access)	Limited Access – Core Urbanized	CFTOD	3,390	1,720	B
Osceola Pkwy to Buena Vista Dr	3	PA (Ltd. Access)	Limited Access – Core Urbanized	CFTOD	3,390	1,806	B
Buena Vista Dr to EPCOT Center Dr	3	PA (Ltd. Access)	Limited Access – Core Urbanized	CFTOD	3,390	2,023	B
EPCOT Center Dr to Vista Blvd	3	PA (Ltd. Access)	Limited Access – Core Urbanized	CFTOD	3,390	2,169	B
Vista Blvd to WDW Ownership	2	PA (Ltd. Access)	Limited Access – Core Urbanized	CFTOD	2,400	864	B
World Drive North							
South of Seven Seas to World Dr	2	Principal Arterial	Arterial - C3C	CFTOD	1,810	1,716	D
EPCOT Center Drive							
I-4 to Buena Vista Dr (+ Auxiliary Lanes)	3	PA (Ltd. Access)	Limited Access – Core Urbanized	CFTOD	3,390	2,881	B

Roadway / Segment	# of Lanes (Direction)	Functional Classification CFTOD	Functional Classification FDOT	Maintaining Agency	LOS Capacity	PM Peak Hour/Direction	
						2024 Volume	2024 LOS
Buena Vista Dr to World Dr	3	PA (Ltd. Access)	Limited Access – Core Urbanized	CFTOD	3,390	463	B
Osceola Parkway							
I-4 to Victory Way	3	PA (Ltd. Access)	Limited Access – Core Urbanized	CFTOD	3,390	794	B
Victory Way to World Dr (+ Auxiliary Lanes)	2	PA (Ltd. Access)	Limited Access – Core Urbanized	CFTOD	3,170	2,633	C
World Dr to Buena Vista Dr	2	PA (Ltd. Access)	Limited Access – Core Urbanized	CFTOD	2,400	1,459	B
Western Way							
Buena Vista Dr to Bear Island Rd	2	Principal Arterial	Arterial - C3C	CFTOD	**	2,243	F
Bear Island Rd to SR 429	2	Principal Arterial	Arterial - C3C	CFTOD	**	2,345	F
Hartzog Rd to Flagler Ave	2	Minor Arterial	Arterial - C3C	CFTOD	1,520	432	C
Flagler Ave to CR 545 (Avalon Rd)	2	Principal Arterial	Arterial - C3C	CFTOD	1,520	249	C
Hartzog Road							
SR 545 to Flagler Ave	1	Minor Arterial	Arterial - C3C	CFTOD	760	166	C
Flagler Ave to Western Way	2	Minor Arterial	Arterial - C3C	CFTOD	1,520	321	C
Western Way to South CFTOD Boundary	2	Minor Arterial	Arterial - C3C	CFTOD	1,520	354	C
Buena Vista Drive							
CR 535 to Disney Vacation Club Way	2	Minor Arterial	Arterial - C3C	CFTOD	1,520	347	C
Disney Vacation Club Way to Hotel Plaza Blvd	2	Minor Arterial	Arterial - C3C	CFTOD	1,520	515	C
Hotel Plaza Blvd to Bus Loop Entrance	3	Minor Arterial	Arterial - C3C	CFTOD	2,360	1,417	C
Bus Loop Entrance to Typhoon Lagoon	4	Minor Arterial	Arterial - C3C	CFTOD	3,170	829	C
Typhoon Lagoon to Bonnet Creek Pkwy	3	Minor Arterial	Arterial - C3C	CFTOD	2,360	1,206	C
Bonnet Creek Pkwy to Backstage Lane	3	Minor Arterial	Arterial - C3C	CFTOD	2,360	1,088	C
Backstage Lane to Victory Way	3	Minor Arterial	Arterial - C3C	CFTOD	2,360	1,386	C
Victory Way to EPCOT Resorts Blvd East	3	Minor Arterial	Arterial - C3C	CFTOD	2,360	1,442	C
EPCOT Resorts Blvd East to EPCOT Resorts Blvd West	3	Minor Arterial	Arterial - C3C	CFTOD	2,360	1,386	C
EPCOT Resorts Blvd West to World Dr	3	Minor Arterial	Arterial - C3C	CFTOD	2,360	1,374	C
World Dr to Western Way	2	Minor Arterial	Arterial - C3C	CFTOD	1,520	1,017	C
Western Way to Osceola Pkwy	2	Minor Arterial	Arterial - C3C	CFTOD	1,520	845	C
Hotel Plaza Boulevard							
West of CR 535	2	Minor Arterial	Arterial - C3C	CFTOD	1,520	710	C

Roadway / Segment	# of Lanes (Direction)	Functional Classification CFTOD	Functional Classification FDOT	Maintaining Agency	LOS Capacity	PM Peak Hour/Direction	
						2024 Volume	2024 LOS
East of Buena Vista Dr	2	Minor Arterial	Arterial - C3C	CFTOD	1,520	638	C
Floridian Place							
Center Dr to Floridian Way	2	Principal Arterial	Arterial - C3C	CFTOD	1,520	597	C
Bonnet Creek Parkway							
Buena Vista Dr to Overpass Rd	2	Collector	Arterial - C3C	CFTOD	1,520	351	C
Overpass Rd to Disney Vacation Club Way	2	Collector	Arterial - C3C	CFTOD	1,520	609	C
Disney Vacation Club Way Dr to Vista Way	2	Collector	Arterial - C3C	CFTOD	1,520	684	C
EPCOT Resorts Boulevard							
Buena Vista Dr to Water Bridge	2	Collector	Arterial - C3C	CFTOD	1,520	403	C
Water Bridge to Dolphin Hotel	1	Collector	Arterial - C3C	CFTOD	760	170	C
Dolphin Hotel to Buena Vista Dr	2	Collector	Arterial - C3C	CFTOD	1,520	449	C
Victory Way							
Osceola Pkwy to Buena Vista Dr	2	Collector	Arterial - C3C	CFTOD	1,520	679	C
Griffin Road							
World Dr to US 192	1	Collector	Arterial - C3C	CFTOD	760	272	C
Flagler Avenue							
Western Way to Hartzog Rd	1	Collector	Arterial - C3C	CFTOD	760	47	C

**Data comes from 2019 Traffic Counts.

Figure 3-6: CFTOD Roadways - Existing Level of Service (2019/2024 Traffic Counts)



ACCIDENT ANALYSIS

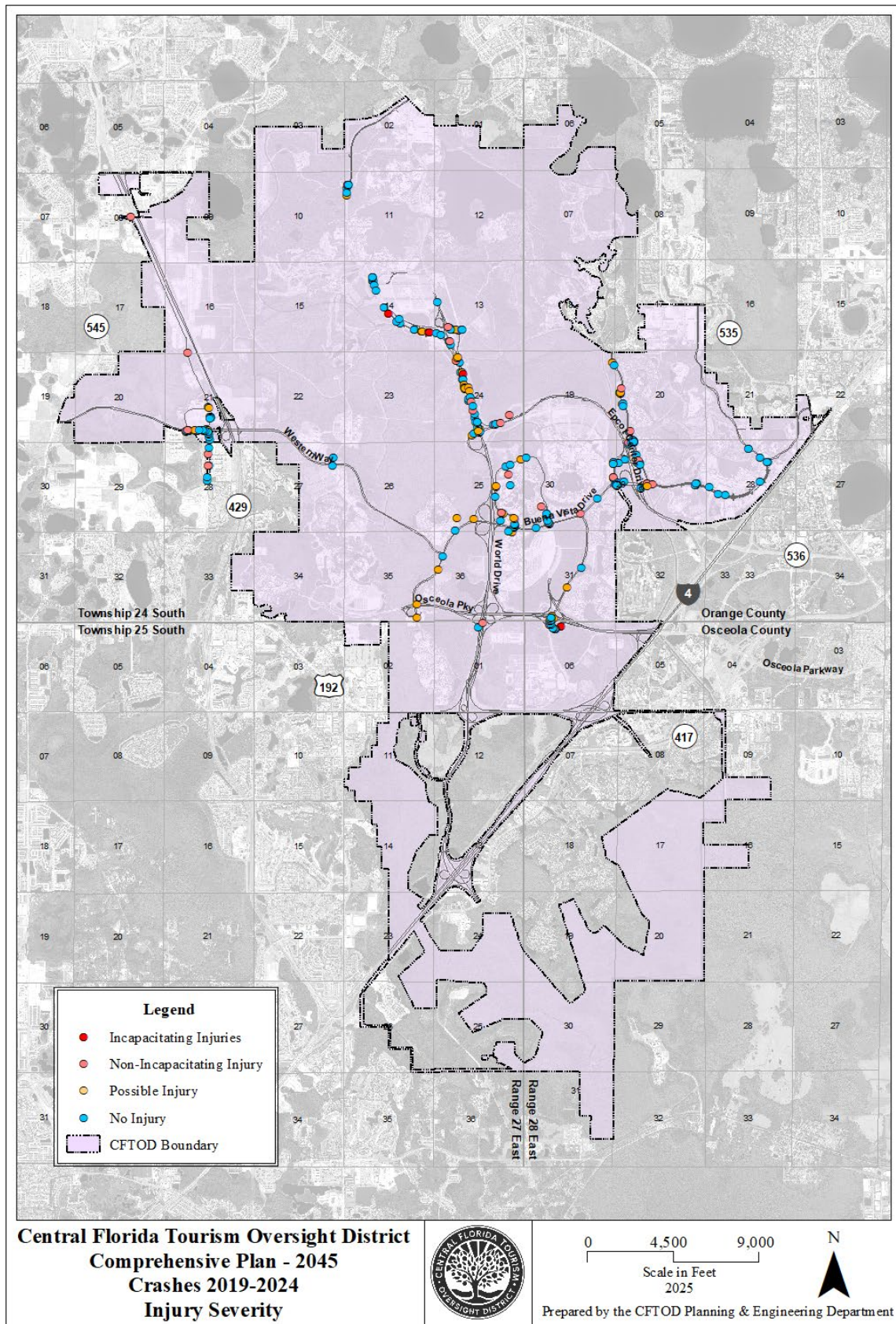
Accident information for 2019 through 2024 was obtained from the Florida Signal Four Analytics interactive, web-based system and is summarized below. The following analysis excludes Florida Department of Transportation and Orange and Osceola County roads as well as any accidents occurring within parking lots and roads internal to resorts, theme parks, back of house service areas, and privately owned roads.

Signal Four Analytics data included 314 accidents on District roads from 2019 through 2024:

- 8 With Incapacitating Injuries,
- 50 With Non-Incapacitating Injuries,
- 63 With Possible Injuries, and
- 193 With No Injuries. Figure 3-7 shows the distribution of these accidents.

Signal Four data reported no fatalities on District roads. The District has been very proactive in providing a safe transportation network. Given the tourist-oriented nature of the District, many of the drivers on CFTOD roads are unfamiliar with the area. A comprehensive signage plan that provides adequate and clear guidance to the area's resorts and attractions is an important tool for reducing vehicular conflicts.

Figure 3-7: Crash Data Map



PEDESTRIAN MOBILITY

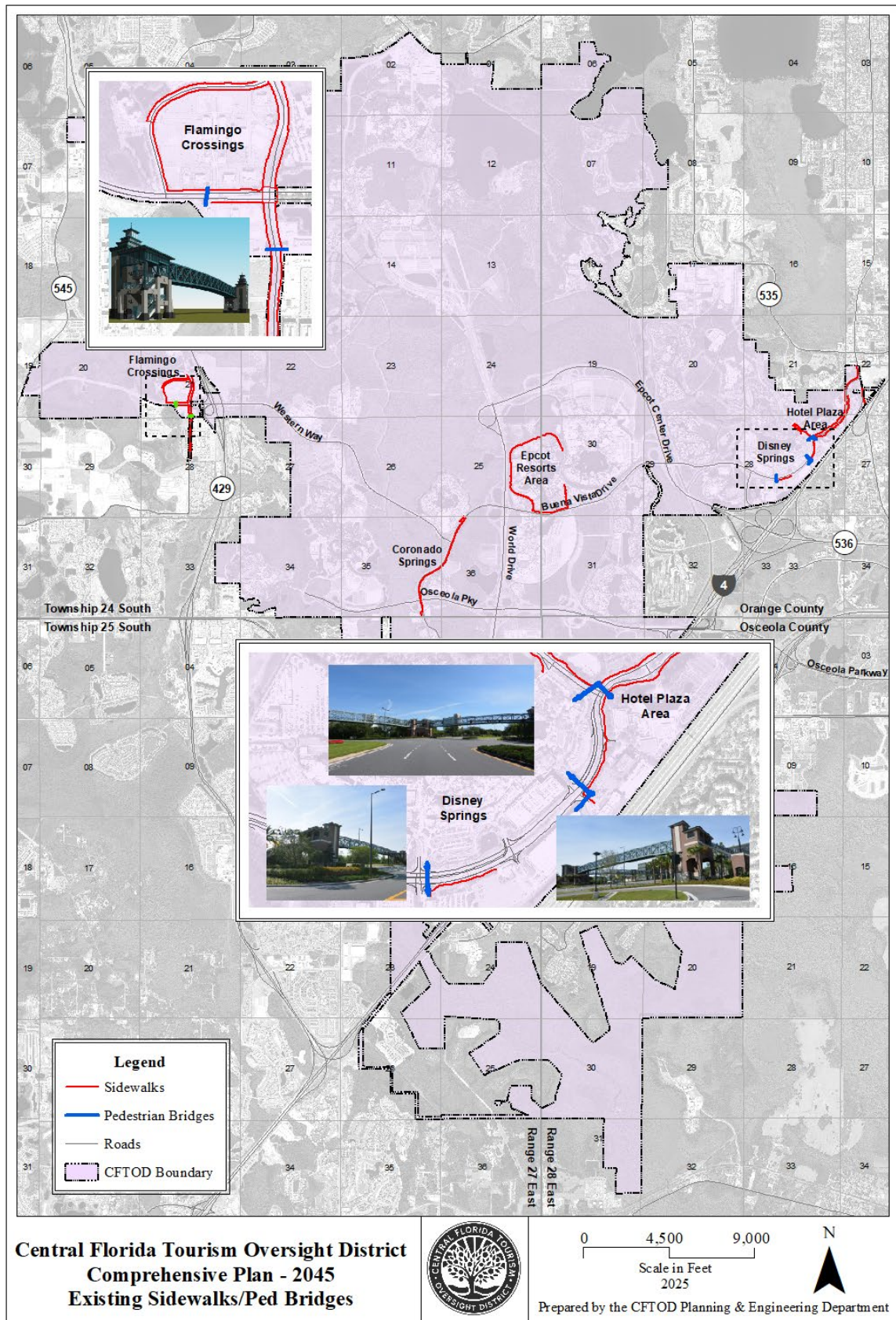
Public walkways (sidewalks) are located along a number of public roadways within the District. These roadways are all lower order facilities located within the major pedestrian activity centers in the District. These major pedestrian activity centers include the Hotel Plaza Boulevard Corridor, Disney Springs, the EPCOT Resort Boulevard area, and the Flamingo Crossings planned development. The Disney Springs Retail, Dining, and Entertainment complex is served by three pedestrian bridges that provide safe pedestrian access across Buena Vista Drive for employees working at Partners Credit Union, the Casting Center, and Team Disney, for guests staying at the Disney Springs Resorts, and for guests and employees parking in the Grapefruit Garage or surface parking lots across from Disney Springs. Pedestrian Bridges have also been added to the Flamingo Crossings planned development to eliminate at grade crossings at locations on Hartzog Road and Western Way to facilitate safe pedestrian access from two college housing developments to the Flamingo Town Center commercial development. All pedestrian bridges provide access via elevators rather than accessible ramps. Extensive privately owned pedestrian facilities exist throughout the District. An inventory of the public sidewalks within the District is provided in Table 3-7.

Table 3-7: Inventory of Existing Public Sidewalks and Pedestrian Bridges

Adjacent Roadway	Limits	Side of the Road
CR 535	Hotel Plaza Blvd to Apopka-Vineland	West
	I-4 to Apopka-Vineland	East
Hotel Plaza Boulevard	CR 535 to Buena Vista Drive	Both
Buena Vista Drive	Hilton – Buena Vista Palace to Hilton to SunTrust to Casting Center to Hess to Team Disney Three Pedestrian Bridges cross Buena Vista Drive – 1) at Buena Vista Drive/Hotel Plaza Blvd intersection, 2) at Grapefruit Garage and the Casting Center and 3) at the Cast Service Building/Team Disney intersection	East and South (portion of North across from Team Disney)
	Saratoga Springs Resort to The Marketplace	West
	Coronado Springs to Blizzard Beach to MacDonald's to All-Star	East (portion of West at Coronado Springs)
EPCOT Resorts Boulevard	Boardwalk Resort to Buena Vista Drive	West
	Yacht and Beach Club Resort to Swan and Dolphin Resorts	South and East (portion of West at Yacht and Beach)
Flamingo Crossings Planned Development (Western Way, Hartzog Road and Flagler Ave.	This is planned as a pedestrian oriented tourist commercial district with sidewalks along all roadways. Two Pedestrian Bridges 1) across Hartzog Road south of Western Way and 2) across Western Way west of Hartzog Road	Both

The locations of public sidewalks and pedestrian bridges within the District are shown in Figure 3-8.

Figure 3-8: Existing Roadways with Sidewalks and Pedestrian Bridges



TRANSIT SERVICE

The CFTOD is serviced by both public and private transit providers. The region's public transit provider, LYNX, operates ten routes that service the CFTOD. The private transit system within the District is a comprehensive intermodal transit network that provides links to various resorts and attractions within the CFTOD.

Public Transit

Currently, the Central Florida Regional Transportation Authority (LYNX) provides public transit service to the District. LYNX currently operates ten routes as shown in Table 3-8.

The 2045 Metropolitan Transportation Plan identified four key strategies to “optimize use of public and private mobility services to support complete end-to-end trips:”

1. Continue commitment to transit safety and security;
2. Optimize LYNX and SunRail route structures, hours, and frequency to support access to jobs and services;
3. Expand first/last mile options; and
4. Improve coordination and operations of transportation disadvantaged (paratransit) service.

Ongoing changes to the various Disney area links enabled LYNX and Disney Transportation to work together to implement strategies 2 and 3 within the CFTOD. LYNX continually evaluates its routes to the CFTOD to simplify its operation and provide quicker, more direct routes to the District. This enables LYNX to more efficiently utilize its fleet of buses to cover its 2,500 square miles while taking advantage of the extensive Disney Transportation system to shuttle employees to and from their end destinations. Disney Transportation will for the most part continue to utilize its existing transportation system. LYNX will continue to provide transit service for eight end destinations for the Disney Springs Resort Area and the Magic Kingdom Resort Area. The Orlando Sentinel's December 2019 “Laborland” special report drew attention to the reality of tourist sector workers spending as much as 3 hours to travel 15 miles by bus. By eliminating stops within the District, LYNX shifted resources to offer quicker, more direct service to the CFTOD from downtown Orlando and the Ocoee/West Orange county area, thus improving the transit experience for many LYNX riders, which could help to increase ridership.

CFTOD and LYNX execute an annual Bus Service Agreement under which CFTOD reimburses LYNX for the operating costs for four routes: Link 56, Link 306, Link 307, and Link 350.

Table 3-8: Existing LYNX Service (buses make additional local stop along the way)

Link/Route	Hours of Operation	Headway
Link 56 – with service from Kissimmee Intermodal Station to Disney University including stops at Plaza Del Sol, US 192/Old Town, and Transportation and Ticket Center	Monday thru Sunday & Holidays Varies: 4:00 AM to 12:08 AM	30 Minutes
Link 300 – direct express service between Lynx Central Station/Sunrail, Disney Springs Transfer Center, WDW TTC, and Disney University.	Monday thru Sunday & Holidays Varies: 5:15 AM to 12:58 AM	30 Minutes
Link 301 – with service from Pine Hills Transfer Center to Disney Spring Transfer Center including stops at Silver Star Rd & Hiawasse Rd, Kirkman Rd & Raleigh St, and Conroy Rd & Vineland Rd. (Disney Transportation provides service from Disney Springs to Disney properties and resorts.)	Monday thru Sunday & Holidays 5:55/5:56 AM to 6:59/7:00 AM (To) 5:30 PM to 6:32/6:40 PM (From)	1 AM and 1 PM Trips Only
Link 302 – with service between North Ln. & Pine Hills Rd and Disney Springs Transfer Center including stops at Pine Hills Transfer Center, Old Winter Garden Rd & Ivey Ln, and Kirkman Rd & Raleigh St.	Monday thru Sunday & Holidays 5:53/5:55 AM to 7:00 AM (To) 5:30 PM to 6:38 PM (From)	1 AM and 1 PM Trips Only
Link 303 – with service between Pine Hills Transfer Center to Disney University including stops at Washington Shores SuperStop, Universal Orlando Citywalk, Disney Springs Transfer Center, and Contemporary Resort.	Monday thru Sunday & Holidays 5.57/6.05 AM to 7:44 AM (To) 4:38/4:46 PM to 6:43/6:44 PM (From)	1 AM and 1 PM Trips Only
Link 304 – with service from Orange Blossom Trail & Anderson St to Disney Springs Transfer Center including stops at Marriott World Center and Caribe Royale Resort and Vistana/(SR-535/Meadowcreek Dr.	Monday thru Sunday & Holidays 6:01 AM to 7:35 AM (To) 2:15/2:21/2:23 PM to 3:53/3:57 PM (To) 4:43/4:39 PM to 6:38/6:40 PM (From)	1 AM and 2 PM Trips Only
Link 306 – with service from Poinciana Walmart Super Stop to Disney Springs Transfer Center including stops at Poinciana SunRail and HiltonBonnet Creek Resort.	Monday thru Sunday & Holidays 6:04/6:22 AM to 7:17/7:18 AM (To) 5:15 PM to 6:26/6:38 PM (From)	1 AM and 1 PM Trip Only
Link 307 – with service from Disney Springs Transfer Center to EPCOT Cast Bus Entrance to Hilton Hotel at Bonnet Creek and Back to Disney Springs Transfer Center	Monday thru Sunday & Holidays 5:45 AM to 12:24 AM Circulator	30 Minutes
Link 311 – with service from Orlando International Airport to Disney Springs Transfer Center including stops at Sand Lake Rd SunRail Station, Florida Mall SuperStop, and Destination Parkway SuperStop.	Monday thru Sunday & Holidays 5:15/5:20 AM to 10:59/11:06 PM (To) 5:00/5:05 AM to 10:59/11:01 PM (From)	30 Minutes
Link 350 – with service from LYNX Central Station to Disney Springs Transfer Center including stops at Destination Parkway SuperStop.	Monday thru Sunday & Holidays 5:15 AM to 10:59/11:27-11:29 PM (To) 5:45/5:50 AM to 12:56/12:57 PM (From)	30 Minutes

Private Transit

Private landowners within the District have developed a comprehensive multi-modal transit network that links every resort and attraction in the CFTOD provided at no cost to guests. This network consists of four modes of transportation: bus, monorail, gondola, and watercraft (including ferries and water taxis). In

addition, private carriers provide bus service to major destinations outside the District, including the Orlando International Airport and Port Canaveral.

Express and local monorail service is provided between the Ticketing and Transportation Center (TTC) and the Magic Kingdom. The express monorail beam provides direct service between the TTC and the Magic Kingdom, while the local monorail beam provides service to the Contemporary, Polynesian, and Grand Floridian Resorts. In addition, express monorail service is provided between the TTC and EPCOT. Average headways for the local beam are 5 minutes, while average headways for the express beam are 3 minutes. Twelve units currently provide monorail service, with each unit providing a seating capacity for 360 passengers. There are about 15 miles of monorail guideway.

Extensive bus service is provided between resorts, attractions, and the TTC. Headways generally vary from 5 to 35 minutes. Presently, there are over 400 buses in the Walt Disney World Transportation Fleet.

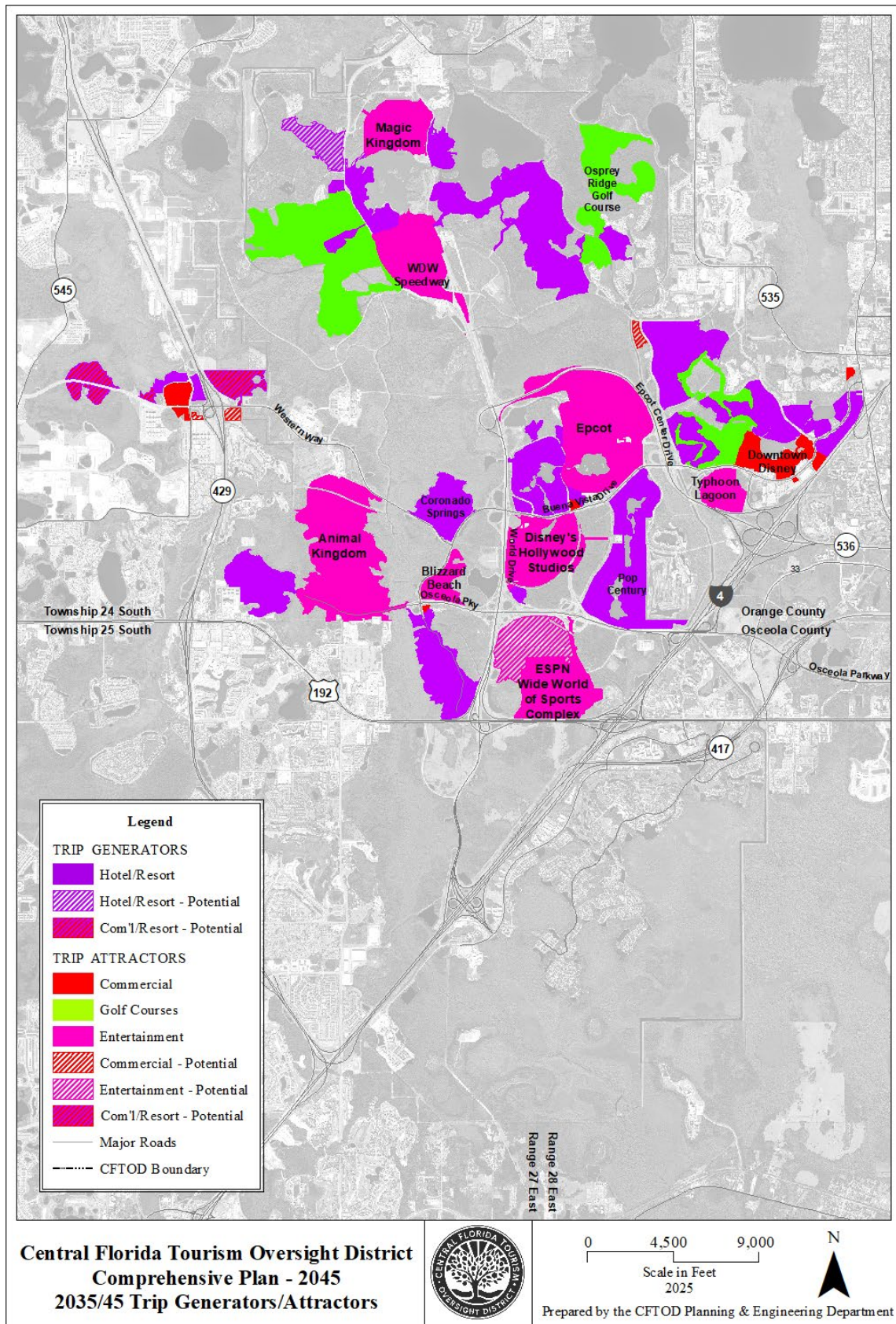
Thirty-five water taxis provide service to three general areas within the District. Watercraft service is provided between the Magic Kingdom theme park and all nearby resorts, including the Fort Wilderness Campground area. The EPCOT resorts are linked by watercraft service to EPCOT and Disney's Hollywood Studios. Watercraft service is also provided between the three venues at Disney Springs and to the Saratoga Springs, Treehouse Villas, and Port Orleans Resorts. Ferryboats, with a 600-person capacity, supplement monorail service by providing transportation to guests from the TTC to Magic Kingdom.

In 2019 the Disney Skyliner gondola system began operation connecting Disney's Hollywood Studios and EPCOT with two stations directly serving four resorts. The EPCOT station at the International Gateway is within easy walking distance or water taxi service to an additional five resorts.

As a result of the extensive transit system within the CFTOD, a substantial portion of the District hotel guests visiting the attractions use the private transit service. In addition to the on-site transit network, a large number of private charter companies transport District hotel guests to and from the Orlando International Airport. These transit services immeasurably improve traffic circulation by significantly reducing the vehicle trip demand for roads in the District.

Figure 3-9 graphically depicts the major trip generators and attractors for both automobile and transit trips within the District. For purposes of this analysis, hotel/resort uses are defined as generators and entertainment and commercial uses are defined as attractors, even though each of these uses may have both attractor and generator characteristics. Trip generators and attractors within the District function as attractors for roadways located outside the CFTOD boundary.

Figure 3-9: Existing Trip Generators and Attractors



Transportation Disadvantaged

Transportation disadvantaged persons within the District are adequately provided for. Transportation disadvantaged persons are defined as the young (under 16), the elderly, and those with physical limitations. The District's transportation infrastructure incorporates a large number of Americans with Disabilities Act (ADA) compliant vehicles and facilities into the overall transportation system to address these needs.

AVAILABILITY OF TRANSPORTATION FACILITIES TO SERVE EXISTING LAND USES

The CFTOD has excellent access from the regional transportation network. The District is served by the following major facilities: Interstate 4, US 192, SR 536/International Drive, Osceola Parkway, SR/CR 535, SR 429, and the Central Florida GreeneWay (SR 417). Approximately 30 centerline miles of public roads provide access and mobility within the District. The area is also served by an extensive private roadway system that serves the major developments in the District. Land uses in the CFTOD are also well served by public transit and an extensive private multi-modal transit network. Public and private bus routes serve all on-site hotels and resorts, major attractions, and commercial districts.

GROWTH TRENDS AND TRAVEL PATTERNS

The District's growth during the last twenty years has moderated since the robust growth during the 1980s and 1990s. World events and economic conditions have periodically impacted national and international travel and reduced growth and development opportunities within the District.

Residential Development

The CFTOD is a non-residential, tourist-oriented community with a permanent population of 32 residents. This population is expected to remain generally constant through the year 2045.

General Land Uses

New development is expected to occur at higher densities and on smaller parcels of land. As it has in the past, the CFTOD will continue to encourage mixed use development, with multiple uses clustered around existing resort areas. This pattern of growth suggests that for the most part, travel demand patterns within the District will remain as they are today.

The same basic mix of uses as currently exists is projected to continue within the District. The mixed use character of development provides extensive opportunities for guests to remain on-site and take advantage of the extensive private transportation options for traveling around the District and to and from the airport.

PROJECTED CONDITIONS ANALYSIS

The design of a comprehensive transportation system is ultimately based on the traffic anticipated to be generated by existing and new land uses, as well as the distribution of traffic in a specified geographic area. The District's roadway network is comprised of all District maintained roadways, State and County maintained roadways wholly within District boundaries, and State or County roadways for which the District has an interlocal agreement requiring CMS evaluation. State maintained roadways located within District

boundaries are Interstate 4 and US 192. CR 535 is the only county-maintained roadway located within District boundaries.

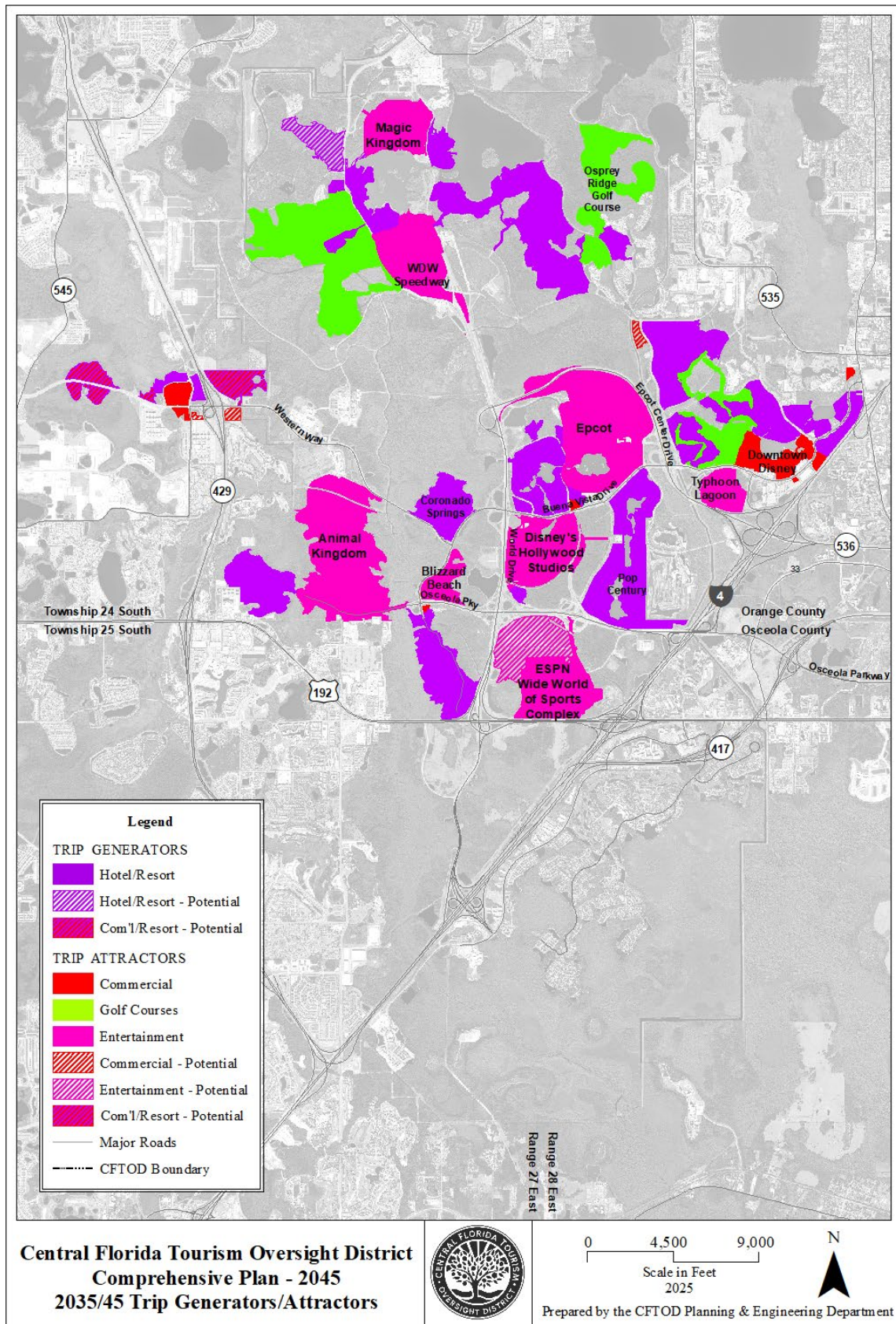
FUTURE TRAVEL DEMAND

Figure 3-10 shows the projected 2025-2045 Trip Generators and Attractors. The most significant difference between this exhibit and the one from the previous Comprehensive Plan update is the proposed development at the Western Way and SR 429 interchange, i.e., the Flamingo Crossings tourist commercial planned development. Most of the land associated with the Flamingo Crossings development was annexed into the District in 2005 in anticipation of the completion of SR 429 and Western Way. Most of the other areas anticipated for development during the 2025/2045 planning periods are similar to those shown as future generators and attractors in the previous Comprehensive Plan update. The mix of development also remains relatively unchanged.

The District eliminated transportation concurrency in 2016 and typically requests a traffic study only when daily peak hour traffic volumes exceed 120 vehicles per hour. The traffic study is used to determine if there are any intersection or turn lane improvements required by the development project.

The District and its major landowner actively engage in ongoing roadway master planning, thus anticipating needed roadway improvements to meet future development as outlined in a Development Agreement executed between CFTOD and Disney in 2024.

Figure 3-10: 2035/45 Future Trip Generators and Attractors



TRAVEL DEMAND MODEL

A travel demand model is a predictive tool used in urban and transportation planning to estimate the movement of people and goods across a transportation network, typically based on land use, population, economic data, and transportation system characteristics. Verification of the model ensures that it functions as intended, including checking input data accuracy, model logic, and consistency in calculations, while validation involves comparing the model's outputs to observed real-world data to assess its accuracy and reliability. Expected outputs include traffic volumes, transit ridership, trip distributions, and travel times, which provide insights into congestion levels, infrastructure performance, and the impact of future developments or policy changes on travel behavior. Findings from the model help guide decisions on transportation investments, policy formulation, and urban development strategies.

CFTOD Travel Demand Model

The Central Florida Tourism Oversight District (CFTOD) travel demand model was conceived to support transportation planning and enhance the operational efficiency of its extensive multimodal transportation network. Initially developed in the 1980s using TranPlan software, the model underwent several transformative upgrades over the decades, aligning with advancements in modeling technologies and evolving transportation demands.

The original model's focus was on supporting transportation improvements to key regional corridors, such as Interstate 4 and US 192, which connect areas outside the CFTOD limits. It was later transitioned to Cube software for consistency with regional planning efforts led by MetroPlan Orlando and the Florida Department of Transportation. By 2010, the Cube-based WDW Subarea Model served as the foundation for forecasting traffic volumes and informing simulation-based analyses using the VISSIM micro-simulation platform.

In 2016, recognizing the limitations of Cube for integrating seamlessly with simulation tools, the travel demand model was re-developed using PTV VISUM. This transition provided several advantages, including streamlined scenario development, improved accuracy, and enhanced integration with VISSIM for micro-level traffic simulation. The model retained its core four-step travel demand structure—trip generation, trip distribution, mode choice, and trip assignment—but incorporated modern data inputs, refined zone connectors, and updated procedural scripts tailored to VISUM's capabilities.

An update of the VISUM model was completed in 2019. This marked a significant evolution, leveraging StreetLight for origin-destination patterns, updated traffic counts, and more accurate trip generation inputs. The following advancements were introduced:

- **Boundary and Zone Refinements:** Adjustments to model boundaries and activity zones accounted for new developments and changing traffic patterns.
- **Roadway and Transit Network Updates:** Incorporation of recent infrastructure changes, lane configurations, and public transit modifications, including bus, monorail, and gondola systems.
- **Calibration and Validation:** Rigorous validation against traffic counts and transit boarding data ensured adherence to national standards, improving the model's reliability for predicting peak-hour travel behaviors.
- **Integration of Advanced Algorithms:** Volume-delay functions were refined to better capture congestion dynamics and optimize route assignments.

Network revisions were added to the 2019 model in order to update into the existing 2024 version.

Validation Process of the CFTOD Travel Demand Model (2024 Model)

The validation process is critical to ensuring that the CFTOD travel demand model accurately reflects real-world conditions and is reliable for forecasting future scenarios. Verification focuses on confirming the accuracy of input data, such as socioeconomic characteristics, trip generation rates, and network configurations, while ensuring the model's logical consistency and proper functioning. Validation involves an iterative process of comparing model outputs, such as traffic volumes against observed data across key performance metrics. In addition to output checks, the verification process includes reviewing the network coding, zone system alignment, and trip distribution matrices to identify and address inconsistencies. This comprehensive approach builds confidence in the model's ability to predict travel behaviors accurately and inform planning decisions effectively.

Data Sources for Validation

The validation of the 2024 model relied on a diversity of data:

- **Traffic Counts:** Extensive traffic data from CFTOD annual traffic count program, Florida Department of Transportation (FDOT), and Orange County, covering over 160 count stations throughout the CFTOD. Where recent counts were unavailable, historical data were extrapolated using growth factors.
- **Big Data Insights:** StreetLight origin-destination (OD) data provided granular insights into external-to-external and internal-external trip flows.

Validation Metrics and Targets

Correlation coefficients were calculated to measure the relationship between modeled and observed traffic volumes. The Federal Highway Administration (FHWA) threshold for this item is 0.85. Volume-over-count (VC) ratios were used to ensure accuracy by roadway type (e.g., freeways, arterials, collectors) and peak periods. Florida Department of Transportation (FDOT) standards were used as a threshold.

Network Updates

Network updates were reviewed to ensure that changes to the existing roadway network were appropriately considered in the travel demand model. For example, the World Drive Improvements project, initiated in 2019, aims to enhance traffic flow around the Magic Kingdom area. This project has been implemented in multiple phases, with Phase 3 focusing on the segment between Disney's Polynesian Village Resort and the terminus of World Drive behind Magic Kingdom. As this phase is expected to be completed by 2026, it is included in the travel demand model for the 2030, 2035, and 2045 future scenarios, and not the 2024 model.

Model Validation Parameters

The model went through a validation and calibration process using traffic counts provided in previous section in addition to counts gathered by FDOT and Orange County. Tables 3-9 and 3-10 summarize the Florida Standard Urban Transportation Model Structure (FSUTMS) standards for model volume versus count error. Based on the threshold, this model meets FSUTMS model calibration requirements for daily volumes.

Table 3-9: Model Daily Volume RMSE

Group	Volume Range (vehicles/day)	FSUTMS Standards (Acceptable)	FSUTMS Standards (Preferable)	# of Counts	RMSE%
1	Less than 5,000	100%	45%	95	57.2%
2	5,000 - 9,999	45%	35%	98	32.5%
3	10,000 - 14,999	35%	27%	42	26.0%
4	15,000 - 19,999	30%	25%	39	26.4%
5	20,000 - 29,999	27%	15%	27	19.6%
6	30,000 - 49,999	25%	15%	8	26.6%
7	50,000 - 59,999	20%	10%	1	3.7%
8	More than 60,000	19%	10%	8	9.0%
Total		45%	35%	318	15.0%

Table 3-10: Model Facility Type RMSE

Facility Type	# of Counts	Criteria	Total Count	Volume	V/C Diff%
Freeway	10	+/- 6%	808,680	841,614	4.07%
Arterial	136	+/- 10%	1,959,084	1,851,687	-5.48%
Collector	104	+/- 15%	619,661	583,310	-5.87%
All		+/- 5%	3,821,705	3,688,856	-3.48%

Future Model Scenarios

The model's future year scenarios were developed based on planned roadway improvement projects to reflect anticipated network changes. The 2030 scenario includes the CFTOD World Drive North Phase 3 project, which creates a four lane roadway from the intersection of Floridian Place and Maple Road/Floridian Way to just south of Seven Seas. In addition, two FDOT projects currently under construction were applied to 2030. This includes the current I-4 Accelerated Start Project which is currently under construction to add an additional travel lane each direction along I-4 within the District limits, as well as the SR 535 Interchange Improvement project which will add an additional lane to SR 535 between I-4 and Hotel Plaza. By 2035 additional improvements such as the Western Way 6-lane widening with an interchange at Western and Buena Vista Drive and a dedicated bus lane on Buena Vista Drive (BVD) are incorporated, along with regional projects like the I-4 at Daryl Carter Parkway interchange. The 2045 scenario builds upon these improvements with further enhancements, including a new SR 429 interchange at Livingston Road, the I-4 Poinciana Parkway Connector, and the I-4 Beyond the Ultimate (BtU) Express Lanes in a simplified form. The SR 429 widening project is currently in design for the segments within the District. However, funding has not been obtained and so the exact construction schedule has not yet been determined. As such, the District is conservatively showing this section as completed with the 2045 scenario. Tables 3-11, 3-13 and 3-15 provide the future level of service capacities for the 2030, 2035 and 2045 planning horizons. Likewise, Tables 3-12, 3-14 and 3-16 provide the future level of service. These updates ensure that each scenario reflects expected roadway conditions and capacity expansion over time.

Table 3-11: 2030 Peak Hour / Peak Directional Level of Service Capacities (1)

Roadway / Segment	# of Lanes (Direction)	Functional Classification CFTOD	Functional Classification FDOT	B (2)	C	D	E (3)
Interstate 4							
S.W. CFTOD Boundary to World Dr (+ Auxiliary Lanes)	4	PA (Ltd. Access)	Limited Access – Core Urbanized	4,340	6,060	7,700	8,170
World Dr to US 192 (+ Auxiliary Lanes)	4	PA (Ltd. Access)	Limited Access – Core Urbanized	4,340	6,060	7,700	8,170
US 192 to Osceola Pkwy (+ Auxiliary Lanes)	4	PA (Ltd. Access)	Limited Access – Core Urbanized	4,340	6,060	7,700	8,170
Osceola Pkwy to EPCOT Center Dr (+ Auxiliary Lanes)	4	PA (Ltd. Access)	Limited Access – Core Urbanized	4,340	6,060	7,700	8,170
EPCOT Center Dr to CR 535 (+ Auxiliary Lanes)	4	PA (Ltd. Access)	Limited Access – Core Urbanized	4,340	6,060	7,700	8,170
US 192							
East CFTOD Boundary to I-4	3	Principal Arterial	Arterial - C3C	-	2,360	2,680	-
I-4 to World Dr	3	PA (Ltd. Access)	Limited Access – Core Urbanized	3,390	4,600	5,810	6,130
World Dr to Griffin Rd	3	Principal Arterial	Arterial - C3C	-	2,360	2,680	-
Griffin Rd to West CFTOD Boundary	3	Principal Arterial	Arterial - C3C	-	2,360	2,680	-
SR 429							
South of Western Way	2	PA (Ltd. Access)	Limited Access – Core Urbanized	2,400	3,170	3,970	4,150
North of Western Way	2	PA (Ltd. Access)	Limited Access – Core Urbanized	2,400	3,170	3,970	4,150
CR 535							
I-4 to Hotel Plaza Blvd	4	Principal Arterial	Arterial - C3C	-	3,170	3,180	-
Hotel Plaza Blvd to Apopka-Vineland Rd	3	Principal Arterial	Arterial - C3C	-	2,360	2,680	-
World Drive							
I-4 to Griffin Rd	2	PA (Ltd. Access)	Limited Access – Core Urbanized	2,400	3,170	3,970	4,150
Griffin Rd to US 192	2	PA (Ltd. Access)	Limited Access – Core Urbanized	2,400	3,170	3,970	4,150
US 192 to Osceola Pkwy	3	PA (Ltd. Access)	Limited Access – Core Urbanized	3,390	4,600	5,810	6,130
Osceola Pkwy to Buena Vista Dr	3	PA (Ltd. Access)	Limited Access – Core Urbanized	3,390	4,600	5,810	6,130
Buena Vista Dr to EPCOT Center Dr	3	PA (Ltd. Access)	Limited Access – Core Urbanized	3,390	4,600	5,810	6,130
EPCOT Center Dr to Vista Blvd	3	PA (Ltd. Access)	Limited Access – Core Urbanized	3,390	4,600	5,810	6,130
Vista Blvd to WDW Ownership	2	PA (Ltd. Access)	Limited Access – Core Urbanized	2,400	3,170	3,970	4,150
World Drive North							
Floridian Way to South of Seven Seas	2	Principal Arterial	Arterial – C3C	-	1,520	1,810	-
South of Seven Seas to World Drive	2	Principal Arterial	Arterial - C3C	-	1,52F0	1,810	-
EPCOT Center Drive							
I-4 to Buena Vista Dr (+ Auxiliary Lanes)	3	PA (Ltd. Access)	Limited Access – Core Urbanized	3,390	4,600	5,810	6,130
Buena Vista Dr to World Dr	3	PA (Ltd. Access)	Limited Access – Core Urbanized	3,390	4,600	5,810	6,130
Osceola Parkway							
I-4 to Victory Way	3	PA (Ltd. Access)	Limited Access – Core Urbanized	3,390	4,600	5,810	6,130

Roadway / Segment	# of Lanes (Direction)	Functional Classification CFTOD	Functional Classification FDOT	B (2)	C	D	E (3)
Victory Way to World Dr (+ Auxiliary Lanes)	2	PA (Ltd. Access)	Limited Access – Core Urbanized	2,400	3,170	3,970	4,150
World Dr to Buena Vista Dr	2	PA (Ltd. Access)	Limited Access – Core Urbanized	2,400	3,170	3,970	4,150
Western Way							
Buena Vista Dr to Bear Island Rd	2	Principal Arterial	Arterial - C3C	-	1,520	1,810	-
Bear Island Rd to SR 429	2	Principal Arterial	Arterial - C3C	-	1,520	1,810	-
Hartzog Rd to Flagler Ave	2	Minor Arterial	Arterial - C3C	-	1,520	1,810	-
Flagler Ave to CR 545 (Avalon Rd)	2	Principal Arterial	Arterial - C3C	-	1,520	1,810	-
Hartzog Road							
SR 545 to Flagler Ave	1	Minor Arterial	Arterial - C3C	-	760	1,070	-
Flagler Ave to Western Way	2	Minor Arterial	Arterial - C3C	-	1,520	1,810	-
Western Way to South CFTOD Boundary	2	Minor Arterial	Arterial - C3C	-	1,520	1,810	-
Buena Vista Drive							
CR 535 to Disney Vacation Club Way	2	Minor Arterial	Arterial - C3C	-	1,520	1,810	-
Disney Vacation Club Way to Hotel Plaza Blvd	2	Minor Arterial	Arterial - C3C	-	1,520	1,810	-
Hotel Plaza Blvd to Bus Loop Entrance	3	Minor Arterial	Arterial - C3C	-	2,360	2,680	-
Bus Loop Entrance to Typhoon Lagoon	4	Minor Arterial	Arterial - C3C	-	3,170	3,180	-
Typhoon Lagoon to Bonnet Creek Pkwy	3	Minor Arterial	Arterial - C3C	-	2,360	2,680	-
Bonnet Creek Pkwy to Backstage Lane	3	Minor Arterial	Arterial - C3C	-	2,360	2,680	-
Backstage Lane to Victory Way	3	Minor Arterial	Arterial - C3C	-	2,360	2,680	-
Victory Way to EPCOT Resorts Blvd East	3	Minor Arterial	Arterial - C3C	-	2,360	2,680	-
EPCOT Resorts Blvd East to EPCOT Resorts Blvd West	3	Minor Arterial	Arterial - C3C	-	2,360	2,680	-
EPCOT Resorts Blvd West to World Dr	3	Minor Arterial	Arterial - C3C	-	2,360	2,680	-
World Dr to Western Way	2	Minor Arterial	Arterial - C3C	-	1,520	1,810	-
Western Way to Osceola Pkwy	2	Minor Arterial	Arterial - C3C	-	1,520	1,810	-
Hotel Plaza Boulevard							
West of CR 535	2	Minor Arterial	Arterial - C3C	-	1,520	1,810	-
East of Buena Vista Dr	2	Minor Arterial	Arterial - C3C	-	1,520	1,810	-
Floridian Place							
Center Dr to Floridian Way	2	Principal Arterial	Arterial - C3C	-	1,520	1,810	-
Bonnet Creek Parkway							
Buena Vista Dr to Overpass Rd	2	Collector	Arterial - C3C	-	1,520	1,810	-
Overpass Rd to Disney Vacation Club Way	2	Collector	Arterial - C3C	-	1,520	1,810	-
Disney Vacation Club Way Dr to Vista Way	2	Collector	Arterial - C3C	-	1,520	1,810	-
EPCOT Resorts Boulevard							

Roadway / Segment	# of Lanes (Direction)	Functional Classification CFTOD	Functional Classification FDOT	B (2)	C	D	E (3)
Buena Vista Dr to Water Bridge	2	Collector	Arterial - C3C	-	1,520	1,810	-
Water Bridge to Dolphin Hotel	1	Collector	Arterial - C3C	-	760	1,070	-
Dolphin Hotel to Buena Vista Dr	2	Collector	Arterial - C3C	-	1,520	1,810	-
Victory Way							
Osceola Pkwy to Buena Vista Dr	2	Collector	Arterial - C3C	-	1,520	1,810	-
Griffin Road							
World Dr to US 192	1	Collector	Arterial - C3C	-	760	1,070	-
Flagler Avenue							
Western Way to Hartzog Rd	1	Collector	Arterial - C3C	-	760	1,070	-

Notes:

- 1) Blue text denotes a roadway segment in which a proposed improvement project has been factored into the table thus changing the previous LOS thresholds.
- 2) LOS B cannot be achieved using table input value defaults.
- 3) LOS E is not applicable as intersection capacities are reached at LOS D.

Table 3-12: CFTOD Roadway 2030 Level of Service

Roadway / Segment	# of Lanes (Direction)	Functional Classification CFTOD	Functional Classification FDOT	Maintaining Agency	LOS Capacity	PM Peak Hour/Direction	
						2030 Volume	2030 LOS
Interstate 4							
S.W. CFTOD Boundary to World Dr (+ Auxiliary Lanes)	4	PA (Ltd. Access)	Limited Access – Core Urbanized	State	8,170	7,516	D
World Dr to US 192 (+ Auxiliary Lanes)	4	PA (Ltd. Access)	Limited Access – Core Urbanized	State	8,170	5,790	C
US 192 to Osceola Pkwy (+ Auxiliary Lanes)	4	PA (Ltd. Access)	Limited Access – Core Urbanized	State	8,170	7,026	D
Osceola Pkwy to EPCOT Center Dr (+ Auxiliary Lanes)	4	PA (Ltd. Access)	Limited Access – Core Urbanized	State	8,170	5,979	C
EPCOT Center Dr to CR 535 (+ Auxiliary Lanes)	4	PA (Ltd. Access)	Limited Access – Core Urbanized	State	8,170	9,657	F
US 192							
East CFTOD Boundary to I-4	3	Principal Arterial	Arterial - C3C	State	2,680	2,888	F
I-4 to World Dr	3	PA (Ltd. Access)	Limited Access – Core Urbanized	State	6,130	2,915	B
World Dr to Griffin Rd	3	Principal Arterial	Arterial - C3C	State	2,680	3,303	F
Griffin Rd to West CFTOD Boundary	3	Principal Arterial	Arterial - C3C	State	2,680	3,583	F
SR 429							
South of Western Way	2	PA (Ltd. Access)	Limited Access – Core Urbanized	State	4,150	2,760	C
North of Western Way	2	PA (Ltd. Access)	Limited Access – Core Urbanized	State	4,150	2,332	B
CR 535							
I-4 to Hotel Plaza Blvd	4	Principal Arterial	Arterial - C3C	Orange County	3,180	2,932	C
Hotel Plaza Blvd to Apopka-Vineland Rd	3	Principal Arterial	Arterial - C3C	Orange County	2,680	2,701	F
World Drive							
I-4 to Griffin Rd	2	PA (Ltd. Access)	Limited Access – Core Urbanized	CFTOD	4,150	591	B
Griffin Rd to US 192	2	PA (Ltd. Access)	Limited Access – Core Urbanized	CFTOD	4,150	454	B
US 192 to Osceola Pkwy	3	PA (Ltd. Access)	Limited Access – Core Urbanized	CFTOD	6,130	1,742	B
Osceola Pkwy to Buena Vista Dr	3	PA (Ltd. Access)	Limited Access – Core Urbanized	CFTOD	6,130	1,625	B
Buena Vista Dr to EPCOT Center Dr	3	PA (Ltd. Access)	Limited Access – Core Urbanized	CFTOD	6,130	2,116	B
EPCOT Center Dr to Vista Blvd	3	PA (Ltd. Access)	Limited Access – Core Urbanized	CFTOD	6,130	2,693	B
Vista Blvd to WDW Ownership	2	PA (Ltd. Access)	Limited Access – Core Urbanized	CFTOD	4,150	672	B
World Drive North							
Floridian Way to South of Seven Seas	2	Principal Arterial	Arterial - C3C	CFTOD	1,810	1,509	C
South of Seven Seas to World Dr	2	Principal Arterial	Arterial - C3C	CFTOD	1,810	1,452	C
EPCOT Center Drive							
I-4 to Buena Vista Dr (+ Auxiliary Lanes)	3	PA (Ltd. Access)	Limited Access – Core Urbanized	CFTOD	6,130	2,071	B
Buena Vista Dr to World Dr	3	PA (Ltd. Access)	Limited Access – Core Urbanized	CFTOD	6,130	931	B

Roadway / Segment	# of Lanes (Direction)	Functional Classification CFTOD	Functional Classification FDOT	Maintaining Agency	LOS Capacity	PM Peak Hour/Direction	
						2030 Volume	2030 LOS
Osceola Parkway							
I-4 to Victory Way	3	PA (Ltd. Access	Limited Access – Core Urbanized	CFTOD	6,130	1,229	B
Victory Way to World Dr (+ Auxiliary Lanes)	2	PA (Ltd. Access	Limited Access – Core Urbanized	CFTOD	4.150	3,724	D
World Dr to Buena Vista Dr	2	PA (Ltd. Access	Limited Access – Core Urbanized	CFTOD	4.150	1,999	B
Western Way (1)							
Buena Vista Dr to Bear Island Rd	2	Principal Arterial	Arterial - C3C	CFTOD	1,810	2,399	F
Bear Island Rd to SR 429	2	Principal Arterial	Arterial - C3C	CFTOD	1,810	2,349	F
Hartzog Rd to Flagler Ave	2	Minor Arterial	Arterial - C3C	CFTOD	1,810	751	C
Flagler Ave to CR 545 (Avalon Rd)	2	Principal Arterial	Arterial - C3C	CFTOD	1,810	427	C
Hartzog Road							
SR 545 to Flagler Ave	1	Minor Arterial	Arterial - C3C	CFTOD	1,070	163	C
Flagler Ave to Western Way	2	Minor Arterial	Arterial - C3C	CFTOD	1,810	431	C
Western Way to South CFTOD Boundary	2	Minor Arterial	Arterial - C3C	CFTOD	1,810	394	C
Buena Vista Drive							
CR 535 to Disney Vacation Club Way	2	Minor Arterial	Arterial - C3C	CFTOD	1,810	120	C
Disney Vacation Club Way to Hotel Plaza Blvd	2	Minor Arterial	Arterial - C3C	CFTOD	1,810	677	C
Hotel Plaza Blvd to Bus Loop Entrance	3	Minor Arterial	Arterial - C3C	CFTOD	2,680	1,223	C
Bus Loop Entrance to Typhoon Lagoon	4	Minor Arterial	Arterial - C3C	CFTOD	3,180	990	C
Typhoon Lagoon to Bonnet Creek Pkwy	3	Minor Arterial	Arterial - C3C	CFTOD	2,680	1,255	C
Bonnet Creek Pkwy to Backstage Lane	3	Minor Arterial	Arterial - C3C	CFTOD	2,680	1,255	C
Backstage Lane to Victory Way	3	Minor Arterial	Arterial - C3C	CFTOD	2,680	1,789	C
Victory Way to EPCOT Resorts Blvd East	3	Minor Arterial	Arterial - C3C	CFTOD	2,680	1,497	C
EPCOT Resorts Blvd East to EPCOT Resorts Blvd West	3	Minor Arterial	Arterial - C3C	CFTOD	2,680	1,303	C
EPCOT Resorts Blvd West to World Dr	3	Minor Arterial	Arterial - C3C	CFTOD	2,680	1,291	C
World Dr to Western Way	2	Minor Arterial	Arterial - C3C	CFTOD	1,810	1,443	C
Western Way to Osceola Pkwy	2	Minor Arterial	Arterial - C3C	CFTOD	1,810	1,113	C
Hotel Plaza Boulevard							
West of CR 535	2	Minor Arterial	Arterial - C3C	CFTOD	1,810	924	C
East of Buena Vista Dr	2	Minor Arterial	Arterial - C3C	CFTOD	1,810	515	C
Floridian Place							
Center Dr to Floridian Way	2	Principal Arterial	Arterial - C3C	CFTOD	1,810	1,153	C
Bonnet Creek Parkway							

Roadway / Segment	# of Lanes (Direction)	Functional Classification CFTOD	Functional Classification FDOT	Maintaining Agency	LOS Capacity	PM Peak Hour/Direction	
						2030 Volume	2030 LOS
Buena Vista Dr to Overpass Rd	2	Collector	Arterial - C3C	CFTOD	1,810	558	C
Overpass Rd to Disney Vacation Club Way	2	Collector	Arterial - C3C	CFTOD	1,810	622	C
Disney Vacation Club Way Dr to Vista Way	2	Collector	Arterial - C3C	CFTOD	1,810	731	C
EPCOT Resorts Boulevard							
Buena Vista Dr to Water Bridge	2	Collector	Arterial - C3C	CFTOD	1,810	427	C
Water Bridge to Dolphin Hotel	1	Collector	Arterial - C3C	CFTOD	1,070	200	C
Dolphin Hotel to Buena Vista Dr	2	Collector	Arterial - C3C	CFTOD	1,810	477	C
Victory Way							
Osceola Pkwy to Buena Vista Dr	2	Collector	Arterial - C3C	CFTOD	1,810	714	C
Griffin Road							
World Dr to US 192	1	Collector	Arterial - C3C	CFTOD	1,070	279	C
Flagler Avenue							
Western Way to Hartzog Rd	1	Collector	Arterial - C3C	CFTOD	1,070	47	C

(1) The Western Way Improvements and Western Way/BVD Interchange are assumed to be in construction but not yet completed for FY 2030.

Table 3-13: 2035 Peak Hour / Peak Directional Level of Service Capacities (1)

Roadway / Segment	# of Lanes (Direction)	Functional Classification CFTOD	Functional Classification FDOT	B (2)	C	D	E (3)
Interstate 4							
S.W. CFTOD Boundary to World Dr (+ Auxiliary Lanes)	4	PA (Ltd. Access)	Limited Access – Core Urbanized	4,340	6,060	7,700	8,170
World Dr to US 192 (+ Auxiliary Lanes)	4	PA (Ltd. Access)	Limited Access – Core Urbanized	4,340	6,060	7,700	8,170
US 192 to Osceola Pkwy (+ Auxiliary Lanes)	4	PA (Ltd. Access)	Limited Access – Core Urbanized	4,340	6,060	7,700	8,170
Osceola Pkwy to EPCOT Center Dr (+ Auxiliary Lanes)	4	PA (Ltd. Access)	Limited Access – Core Urbanized	4,340	6,060	7,700	8,170
EPCOT Center Dr to CR 535 (+ Auxiliary Lanes)	4	PA (Ltd. Access)	Limited Access – Core Urbanized	4,340	6,060	7,700	8,170
US 192							
East CFTOD Boundary to I-4	3	Principal Arterial	Arterial - C3C	-	2,360	2,680	-
I-4 to World Dr	3	PA (Ltd. Access)	Limited Access – Core Urbanized	3,390	4,600	5,810	6,130
World Dr to Griffin Rd	3	Principal Arterial	Arterial - C3C	-	2,360	2,680	-
Griffin Rd to West CFTOD Boundary	3	Principal Arterial	Arterial - C3C	-	2,360	2,680	-
SR 429							
South of Western Way	2	PA (Ltd. Access)	Limited Access – Core Urbanized	2,400	3,170	3,970	4,150
North of Western Way	2	PA (Ltd. Access)	Limited Access – Core Urbanized	2,400	3,170	3,970	4,150
CR 535							
I-4 to Hotel Plaza Blvd	4	Principal Arterial	Arterial - C3C	-	3,170	3,180	-
Hotel Plaza Blvd to Apopka-Vineland Rd	3	Principal Arterial	Arterial - C3C	-	2,360	2,680	-
World Drive							
I-4 to Griffin Rd	2	PA (Ltd. Access)	Limited Access – Core Urbanized	2,400	3,170	3,970	4,150
Griffin Rd to US 192	2	PA (Ltd. Access)	Limited Access – Core Urbanized	2,400	3,170	3,970	4,150
US 192 to Osceola Pkwy	3	PA (Ltd. Access)	Limited Access – Core Urbanized	3,390	4,600	5,810	6,130
Osceola Pkwy to Buena Vista Dr	3	PA (Ltd. Access)	Limited Access – Core Urbanized	3,390	4,600	5,810	6,130
Buena Vista Dr to EPCOT Center Dr	3	PA (Ltd. Access)	Limited Access – Core Urbanized	3,390	4,600	5,810	6,130
EPCOT Center Dr to Vista Blvd	3	PA (Ltd. Access)	Limited Access – Core Urbanized	3,390	4,600	5,810	6,130
Vista Blvd to WDW Ownership	2	PA (Ltd. Access)	Limited Access – Core Urbanized	2,400	3,170	3,970	4,150
World Drive North							
Floridian Way to South of Seven Seas	2	Principal Arterial	Arterial - C3C	*	1,520	1,810	-
South of Seven Seas to World Drive	2	Principal Arterial	Arterial - C3C	**	1,520	1,810	-
EPCOT Center Drive							
I-4 to Buena Vista Dr (+ Auxiliary Lanes)	3	PA (Ltd. Access)	Limited Access – Core Urbanized	3,390	4,600	5,810	6,130
Buena Vista Dr to World Dr	3	PA (Ltd. Access)	Limited Access – Core Urbanized	3,390	4,600	5,810	6,130
Osceola Parkway							
I-4 to Victory Way	3	PA (Ltd. Access)	Limited Access – Core Urbanized	3,390	4,600	5,810	6,130

Roadway / Segment	# of Lanes (Direction)	Functional Classification CFTOD	Functional Classification FDOT	B (2)	C	D	E (3)
Victory Way to World Dr (+ Auxiliary Lanes)	2	PA (Ltd. Access)	Limited Access – Core Urbanized	2,400	3,170	3,970	4,150
World Dr to Buena Vista Dr	2	PA (Ltd. Access)	Limited Access – Core Urbanized	2,400	3,170	3,970	4,150
Western Way							
Buena Vista Dr to Bear Island Rd	3	Principal Arterial	Arterial - C3C	-	2,360	2,680	-
Bear Island Rd to SR 429	3	Principal Arterial	Arterial - C3C	-	2,360	2,680	-
Hartzog Rd to Flagler Ave	2	Minor Arterial	Arterial - C3C	-	1,520	1,810	-
Flagler Ave to CR 545 (Avalon Rd)	2	Principal Arterial	Arterial - C3C	-	1,520	1,810	-
Hartzog Road							
SR 545 to Flagler Ave	1	Minor Arterial	Arterial - C3C	-	760	1,070	-
Flagler Ave to Western Way	2	Minor Arterial	Arterial - C3C	-	1,520	1,810	-
Western Way to South CFTOD Boundary	2	Minor Arterial	Arterial - C3C	-	1,520	1,810	-
Buena Vista Drive							
CR 535 to Disney Vacation Club Way	2	Minor Arterial	Arterial - C3C	-	1,520	1,810	-
Disney Vacation Club Way to Hotel Plaza Blvd	2	Minor Arterial	Arterial - C3C	-	1,520	1,810	-
Hotel Plaza Blvd to Bus Loop Entrance	3	Minor Arterial	Arterial - C3C	-	2,360	2,680	-
Bus Loop Entrance to Typhoon Lagoon	4	Minor Arterial	Arterial - C3C	-	3,170	3,180	-
Typhoon Lagoon to Bonnet Creek Pkwy	4	Minor Arterial	Arterial - C3C	-	3,170	3,180	-
Bonnet Creek Pkwy to Backstage Lane	4	Minor Arterial	Arterial - C3C	-	3,170	3,180	-
Backstage Lane to Victory Way	4	Minor Arterial	Arterial - C3C	-	3,170	3,180	-
Victory Way to EPCOT Resorts Blvd East	4	Minor Arterial	Arterial - C3C	-	3,170	3,180	-
EPCOT Resorts Blvd East to EPCOT Resorts Blvd West	4	Minor Arterial	Arterial - C3C	-	3,170	3,180	-
EPCOT Resorts Blvd West to World Dr	4	Minor Arterial	Arterial - C3C	-	3,170	3,180	-
World Dr to Western Way	3	Minor Arterial	Arterial - C3C	-	2,360	2,680	-
Western Way to Osceola Pkwy	2	Minor Arterial	Arterial - C3C	-	1,520	1,810	-
Hotel Plaza Boulevard							
West of CR 535	2	Minor Arterial	Arterial - C3C	-	1,520	1,810	-
East of Buena Vista Dr	2	Minor Arterial	Arterial - C3C	-	1,520	1,810	-
Floridian Place							
Center Dr to Floridian Way	2	Principal Arterial	Arterial - C3C	-	1,520	1,810	-
Bonnet Creek Parkway							
Buena Vista Dr to Overpass Rd	2	Collector	Arterial - C3C	-	1,520	1,810	-
Overpass Rd to Disney Vacation Club Way	2	Collector	Arterial - C3C	-	1,520	1,810	-
Disney Vacation Club Way Dr to Vista Way	2	Collector	Arterial - C3C	-	1,520	1,810	-
EPCOT Resorts Boulevard							

Roadway / Segment	# of Lanes (Direction)	Functional Classification CFTOD	Functional Classification FDOT	B (2)	C	D	E (3)
Buena Vista Dr to Water Bridge	2	Collector	Arterial - C3C	-	1,520	1,810	-
Water Bridge to Dolphin Hotel	1	Collector	Arterial - C3C	-	760	1,070	-
Dolphin Hotel to Buena Vista Dr	2	Collector	Arterial - C3C	-	1,520	1,810	-
Victory Way							
Osceola Pkwy to Buena Vista Dr	2	Collector	Arterial - C3C	-	1,520	1,810	-
Griffin Road							
World Dr to US 192	1	Collector	Arterial - C3C	-	760	1,070	-
Flagler Avenue							
Western Way to Hartzog Rd	1	Collector	Arterial - C3C	-	760	1,070	-

Notes:

- 1) Blue text denotes a roadway segment in which a proposed improvement project has been factored into the table thus changing the previous LOS thresholds.
- 2) LOS B cannot be achieved using table input value defaults.
- 3) LOS E is not applicable as intersection capacities are reached at LOS D.

Table 3-14: CFTOD Roadway 2035 Level of Service

Roadway / Segment	# of Lanes (Direction)	Functional Classification CFTOD	Functional Classification FDOT	Maintaining Agency	LOS Capacity	PM Peak Hour/Direction	
						2035 Volume	2035 LOS
Interstate 4							
S.W. CFTOD Boundary to World Dr (+ Auxiliary Lanes)	4	PA (Ltd. Access)	Limited Access – Core Urbanized	State	8,170	8,172	F
World Dr to US 192 (+ Auxiliary Lanes)	4	PA (Ltd. Access)	Limited Access – Core Urbanized	State	8,170	6,140	D
US 192 to Osceola Pkwy (+ Auxiliary Lanes)	4	PA (Ltd. Access)	Limited Access – Core Urbanized	State	8,170	7,645	D
Osceola Pkwy to EPCOT Center Dr (+ Auxiliary Lanes)	4	PA (Ltd. Access)	Limited Access – Core Urbanized	State	8,170	6,532	D
EPCOT Center Dr to CR 535 (+ Auxiliary Lanes)	4	PA (Ltd. Access)	Limited Access – Core Urbanized	State	8,170	10,359	F
US 192							
East CFTOD Boundary to I-4	3	Principal Arterial	Arterial - C3C	State	2,680	3,180	F
I-4 to World Dr	3	PA (Ltd. Access)	Limited Access – Core Urbanized	State	6,130	3,243	B
World Dr to Griffin Rd	3	Principal Arterial	Arterial - C3C	State	2,680	3,515	F
Griffin Rd to West CFTOD Boundary	3	Principal Arterial	Arterial - C3C	State	2,680	3,740	F
SR 429							
South of Western Way	2	PA (Ltd. Access)	Limited Access – Core Urbanized	State	4,150	3,442	D
North of Western Way	2	PA (Ltd. Access)	Limited Access – Core Urbanized	State	4,150	2,821	C
CR 535							
I-4 to Hotel Plaza Blvd	4	Principal Arterial	Arterial - C3C	Orange County	3,180	3,115	C
Hotel Plaza Blvd to Apopka-Vineland Rd	3	Principal Arterial	Arterial - C3C	Orange County	2,680	3,002	F
World Drive							
I-4 to Griffin Rd	2	PA (Ltd. Access)	Limited Access – Core Urbanized	CFTOD	4,150	655	B
Griffin Rd to US 192	2	PA (Ltd. Access)	Limited Access – Core Urbanized	CFTOD	4,150	490	B
US 192 to Osceola Pkwy	3	PA (Ltd. Access)	Limited Access – Core Urbanized	CFTOD	6,130	1,761	B
Osceola Pkwy to Buena Vista Dr	3	PA (Ltd. Access)	Limited Access – Core Urbanized	CFTOD	6,130	1,679	B
Buena Vista Dr to EPCOT Center Dr	3	PA (Ltd. Access)	Limited Access – Core Urbanized	CFTOD	6,130	2,306	B
EPCOT Center Dr to Vista Blvd	3	PA (Ltd. Access)	Limited Access – Core Urbanized	CFTOD	6,130	3,000	B
Vista Blvd to WDW Ownership	2	PA (Ltd. Access)	Limited Access – Core Urbanized	CFTOD	4,150	707	B
World Drive North							
Floridian Way to South of Seven Seas	2	Principal Arterial	Arterial - C3C	CFTOD	1,810	1,646	D
South of Seven Seas to World Dr	2	Principal Arterial	Arterial - C3C	CFTOD	1,810	1,475	C
EPCOT Center Drive							
I-4 to Buena Vista Dr (+ Auxiliary Lanes)	3	PA (Ltd. Access)	Limited Access – Core Urbanized	CFTOD	6,130	2,270	B
Buena Vista Dr to World Dr	3	PA (Ltd. Access)	Limited Access – Core Urbanized	CFTOD	6,130	997	B

Roadway / Segment	# of Lanes (Direction)	Functional Classification CFTOD	Functional Classification FDOT	Maintaining Agency	LOS Capacity	PM Peak Hour/Direction	
						2035 Volume	2035 LOS
Osceola Parkway							
I-4 to Victory Way	3	PA (Ltd. Access	Limited Access – Core Urbanized	CFTOD	6,130	1,380	B
Victory Way to World Dr (+ Auxiliary Lanes)	2	PA (Ltd. Access	Limited Access – Core Urbanized	CFTOD	4,150	4,065	E
World Dr to Buena Vista Dr	2	PA (Ltd. Access	Limited Access – Core Urbanized	CFTOD	4,150	2,271	B
Western Way							
Buena Vista Dr to Bear Island Rd	3	Principal Arterial	Arterial - C3C	CFTOD	2,680	2,574	D
Bear Island Rd to SR 429	3	Principal Arterial	Arterial - C3C	CFTOD	2,680	2,536	D
Hartzog Rd to Flagler Ave	2	Minor Arterial	Arterial - C3C	CFTOD	1,810	1,023	C
Flagler Ave to CR 545 (Avalon Rd)	2	Principal Arterial	Arterial - C3C	CFTOD	1,810	674	C
Hartzog Road							
SR 545 to Flagler Ave	1	Minor Arterial	Arterial - C3C	CFTOD	1070	207	C
Flagler Ave to Western Way	2	Minor Arterial	Arterial - C3C	CFTOD	1,810	475	C
Western Way to South CFTOD Boundary	2	Minor Arterial	Arterial - C3C	CFTOD	1,810	455	C
Buena Vista Drive							
CR 535 to Disney Vacation Club Way	2	Minor Arterial	Arterial - C3C	CFTOD	1,810	230	C
Disney Vacation Club Way to Hotel Plaza Blvd	2	Minor Arterial	Arterial - C3C	CFTOD	1,810	691	C
Hotel Plaza Blvd to Bus Loop Entrance	3	Minor Arterial	Arterial - C3C	CFTOD	2,680	1,263	C
Bus Loop Entrance to Typhoon Lagoon	4	Minor Arterial	Arterial - C3C	CFTOD	3,180	1,115	C
Typhoon Lagoon to Bonnet Creek Pkwy	4	Minor Arterial	Arterial - C3C	CFTOD	3,180	1,307	C
Bonnet Creek Pkwy to Backstage Lane	4	Minor Arterial	Arterial - C3C	CFTOD	3,180	1,307	C
Backstage Lane to Victory Way	4	Minor Arterial	Arterial - C3C	CFTOD	3,180	1,902	C
Victory Way to EPCOT Resorts Blvd East	4	Minor Arterial	Arterial - C3C	CFTOD	3,180	1,501	C
EPCOT Resorts Blvd East to EPCOT Resorts Blvd West	4	Minor Arterial	Arterial - C3C	CFTOD	3,180	1,310	C
EPCOT Resorts Blvd West to World Dr	4	Minor Arterial	Arterial - C3C	CFTOD	3,180	1,419	C
World Dr to Western Way	3	Minor Arterial	Arterial - C3C	CFTOD	2,680	1,867	C
Western Way to Osceola Pkwy	2	Minor Arterial	Arterial - C3C	CFTOD	1,810	1,608	D
Hotel Plaza Boulevard							
West of CR 535	2	Minor Arterial	Arterial - C3C	CFTOD	1,810	1,029	C
East of Buena Vista Dr	2	Minor Arterial	Arterial - C3C	CFTOD	1,810	602	C
Floridian Place							
Center Dr to Floridian Way	2	Principal Arterial	Arterial - C3C	CFTOD	1,810	1,220	C
Bonnet Creek Parkway							

Roadway / Segment	# of Lanes (Direction)	Functional Classification CFTOD	Functional Classification FDOT	Maintaining Agency	LOS Capacity	PM Peak Hour/Direction	
						2035 Volume	2035 LOS
Buena Vista Dr to Overpass Rd	2	Collector	Arterial - C3C	CFTOD	1,810	536	C
Overpass Rd to Disney Vacation Club Way	2	Collector	Arterial - C3C	CFTOD	1,810	636	C
Disney Vacation Club Way Dr to Vista Way	2	Collector	Arterial - C3C	CFTOD	1,810	757	C
EPCOT Resorts Boulevard							
Buena Vista Dr to Water Bridge	2	Collector	Arterial - C3C	CFTOD	1,810	418	C
Water Bridge to Dolphin Hotel	1	Collector	Arterial - C3C	CFTOD	1,070	199	C
Dolphin Hotel to Buena Vista Dr	2	Collector	Arterial - C3C	CFTOD	1,810	494	C
Victory Way							
Osceola Pkwy to Buena Vista Dr	2	Collector	Arterial - C3C	CFTOD	1,810	938	C
Griffin Road							
World Dr to US 192	1	Collector	Arterial - C3C	CFTOD	1,070	281	C
Flagler Avenue							
Western Way to Hartzog Rd	1	Collector	Arterial - C3C	CFTOD	1,070	45	C

Table 3-15: 2045 Peak Hour / Peak Directional Level of Service Capacities (1)

Roadway / Segment	# of Lanes (Direction) (1)	Functional Classification CFTOD	Functional Classification FDOT	B (2)	C	D	E (3)
Interstate 4							
S.W. CFTOD Boundary to World Dr (+ Auxiliary Lanes)	5	PA (Ltd. Access)	Limited Access – Core Urbanized	5,480	7,450	9,680	10,390
World Dr to US 192 (+ Auxiliary Lanes)	5	PA (Ltd. Access)	Limited Access – Core Urbanized	5,480	7,450	9,680	10,390
US 192 to Osceola Pkwy (+ Auxiliary Lanes)	5	PA (Ltd. Access)	Limited Access – Core Urbanized	5,480	7,450	9,680	10,390
Osceola Pkwy to EPCOT Center Dr (+ Auxiliary Lanes)	5	PA (Ltd. Access)	Limited Access – Core Urbanized	5,480	7,450	9,680	10,390
EPCOT Center Dr to CR 535 (+ Auxiliary Lanes)	5	PA (Ltd. Access)	Limited Access – Core Urbanized	5,480	7,450	9,680	10,390
US 192							
East CFTOD Boundary to I-4	3	Principal Arterial	Arterial - C3C	-	2,360	2,680	-
I-4 to World Dr	3	PA (Ltd. Access)	Limited Access – Core Urbanized	3,390	4,600	5,810	6,130
World Dr to Griffin Rd	3	Principal Arterial	Arterial - C3C	-	2,360	2,680	-
Griffin Rd to West CFTOD Boundary	3	Principal Arterial	Arterial - C3C	-	2,360	2,680	-
SR 429							
South of Western Way	4	PA (Ltd. Access)	Limited Access – Core Urbanized	4,340	6,060	7,700	8,170
North of Western Way	4	PA (Ltd. Access)	Limited Access – Core Urbanized	4,340	6,060	7,700	8,170
CR 535							
I-4 to Hotel Plaza Blvd	4	Principal Arterial	Arterial - C3C	-	3,170	3,180	-
Hotel Plaza Blvd to Apopka-Vineland Rd	3	Principal Arterial	Arterial - C3C	-	2,360	2,680	-
World Drive							
I-4 to Griffin Rd	2	PA (Ltd. Access)	Limited Access – Core Urbanized	2,400	3,170	3,970	4,150
Griffin Rd to US 192	2	PA (Ltd. Access)	Limited Access – Core Urbanized	2,400	3,170	3,970	4,150
US 192 to Osceola Pkwy	3	PA (Ltd. Access)	Limited Access – Core Urbanized	3,390	4,600	5,810	6,130
Osceola Pkwy to Buena Vista Dr	3	PA (Ltd. Access)	Limited Access – Core Urbanized	3,390	4,600	5,810	6,130
Buena Vista Dr to EPCOT Center Dr	3	PA (Ltd. Access)	Limited Access – Core Urbanized	3,390	4,600	5,810	6,130
EPCOT Center Dr to Vista Blvd	3	PA (Ltd. Access)	Limited Access – Core Urbanized	3,390	4,600	5,810	6,130
Vista Blvd to WDW Ownership	2	PA (Ltd. Access)	Limited Access – Core Urbanized	2,400	3,170	3,970	4,150
World Drive North							
Floridian Way to South of Seven Seas	2	Principal Arterial	Arterial - C3C	-	1,520	1,810	-
South of Seven Seas to World Drive	2	Principal Arterial	Arterial - C3C	-	1,520	1,810	-
EPCOT Center Drive							
I-4 to Buena Vista Dr (+ Auxiliary Lanes)	3	PA (Ltd. Access)	Limited Access – Core Urbanized	3,390	4,600	5,810	6,130
Buena Vista Dr to World Dr	3	PA (Ltd. Access)	Limited Access – Core Urbanized	3,390	4,600	5,810	6,130
Osceola Parkway							
I-4 to Victory Way	3	PA (Ltd. Access)	Limited Access – Core Urbanized	3,390	4,600	5,810	6,130

Roadway / Segment	# of Lanes (Direction) (1)	Functional Classification CFTOD	Functional Classification FDOT	B (2)	C	D	E (3)
Victory Way to World Dr (+ Auxiliary Lanes)	2	PA (Ltd. Access)	Limited Access – Core Urbanized	2,400	3,170	3,970	4,150
World Dr to Buena Vista Dr	2	PA (Ltd. Access)	Limited Access – Core Urbanized	2,400	3,170	3,970	4,150
Western Way							
Buena Vista Dr to Bear Island Rd	3	Principal Arterial	Arterial - C3C	-	2,360	2,680	-
Bear Island Rd to SR 429	3	Principal Arterial	Arterial - C3C	-	2,360	2,680	-
Hartzog Rd to Flagler Ave	2	Minor Arterial	Arterial - C3C	-	1,520	1,810	-
Flagler Ave to CR 545 (Avalon Rd)	2	Principal Arterial	Arterial - C3C	-	1,520	1,810	-
Hartzog Road							
SR 545 to Flagler Ave	1	Minor Arterial	Arterial - C3C	-	760	1,070	-
Flagler Ave to Western Way	2	Minor Arterial	Arterial - C3C	-	1,520	1,810	-
Western Way to South CFTOD Boundary	2	Minor Arterial	Arterial - C3C	-	1,520	1,810	-
Buena Vista Drive							
CR 535 to Disney Vacation Club Way	2	Minor Arterial	Arterial - C3C	-	1,520	1,810	-
Disney Vacation Club Way to Hotel Plaza Blvd	2	Minor Arterial	Arterial - C3C	-	1,520	1,810	-
Hotel Plaza Blvd to Bus Loop Entrance	3	Minor Arterial	Arterial - C3C	-	2,360	2,680	-
Bus Loop Entrance to Typhoon Lagoon	4	Minor Arterial	Arterial - C3C	-	3,170	3,180	-
Typhoon Lagoon to Bonnet Creek Pkwy	4	Minor Arterial	Arterial - C3C	-	3,170	3,180	-
Bonnet Creek Pkwy to Backstage Lane	4	Minor Arterial	Arterial - C3C	-	3,170	3,180	-
Backstage Lane to Victory Way	4	Minor Arterial	Arterial - C3C	-	3,170	3,180	-
Victory Way to EPCOT Resorts Blvd East	4	Minor Arterial	Arterial - C3C	-	3,170	3,180	-
EPCOT Resorts Blvd East to EPCOT Resorts Blvd West	4	Minor Arterial	Arterial - C3C	-	3,170	3,180	-
EPCOT Resorts Blvd West to World Dr	4	Minor Arterial	Arterial - C3C	-	3,170	3,180	-
World Dr to Western Way	3	Minor Arterial	Arterial - C3C	-	2,360	2,680	-
Western Way to Osceola Pkwy	2	Minor Arterial	Arterial - C3C	-	1,520	1,810	-
Hotel Plaza Boulevard							
West of CR 535	2	Minor Arterial	Arterial - C3C	-	1,520	1,810	-
East of Buena Vista Dr	2	Minor Arterial	Arterial - C3C	-	1,520	1,810	-
Floridian Place							
Center Dr to Floridian Way	2	Principal Arterial	Highway - C3C Arterial - C3C	-	1,520	1,810	-
Bonnet Creek Parkway							
Buena Vista Dr to Overpass Rd	2	Collector	Arterial - C3C	-	1,520	1,810	-
Overpass Rd to Disney Vacation Club Way	2	Collector	Arterial - C3C	-	1,520	1,810	-
Disney Vacation Club Way Dr to Vista Way	2	Collector	Arterial - C3C	-	1,520	1,810	-
EPCOT Resorts Boulevard							

Roadway / Segment	# of Lanes (Direction) (1)	Functional Classification CFTOD	Functional Classification FDOT	B (2)	C	D	E (3)
Buena Vista Dr to Water Bridge	2	Collector	Arterial - C3C	-	1,520	1,810	-
Water Bridge to Dolphin Hotel	1	Collector	Arterial - C3C	-	760	1,070	-
Dolphin Hotel to Buena Vista Dr	2	Collector	Arterial - C3C	-	1,520	1,810	-
Victory Way							
Osceola Pkwy to Buena Vista Dr	2	Collector	Arterial - C3C	-	1,520	1,810	-
Griffin Road							
World Dr to US 192	1	Collector	Arterial - C3C	-	760	1,070	-
Flagler Avenue							
Western Way to Hartzog Rd	1	Collector	Highway - C3C	-	760	1,070	-

Notes:

- 1) Blue text denotes a roadway segment in which a proposed improvement project has been factored into the table thus changing the previous LOS thresholds.
- 2) LOS B cannot be achieved using table input value defaults.
- 3) LOS E is not applicable as intersection capacities are reached at LOS D.

Table 3-16: CFTOD Roadway 2045 Level of Service

Roadway / Segment	# of Lanes (Direction)	Functional Classification CFTOD	Functional Classification FDOT	Maintaining Agency	LOS Capacity	PM Peak Hour/Direction	
						2045 Volume	2045 LOS
Interstate 4							
S.W. CFTOD Boundary to World Dr (+ Auxiliary Lanes)	5	PA (Ltd. Access)	Limited Access – Core Urbanized	State	10,390	10,544	F
World Dr to US 192 (+ Auxiliary Lanes)	5	PA (Ltd. Access)	Limited Access – Core Urbanized	State	10,390	8,870	C
US 192 to Osceola Pkwy (+ Auxiliary Lanes)	5	PA (Ltd. Access)	Limited Access – Core Urbanized	State	10,390	9,295	C
Osceola Pkwy to EPCOT Center Dr (+ Auxiliary Lanes)	5	PA (Ltd. Access)	Limited Access – Core Urbanized	State	10,390	7,945	D
EPCOT Center Dr to CR 535 (+ Auxiliary Lanes)	5	PA (Ltd. Access)	Limited Access – Core Urbanized	State	10,391	12,286	F
US 192							
East CFTOD Boundary to I-4	3	Principal Arterial	Arterial - C3C	State	2,680	3,405	F
I-4 to World Dr	3	PA (Ltd. Access)	Limited Access – Core Urbanized	State	6,130	3,360	B
World Dr to Griffin Rd	3	Principal Arterial	Arterial - C3C	State	2,680	3,480	F
Griffin Rd to West CFTOD Boundary	3	Principal Arterial	Arterial - C3C	State	2,680	3,768	F
SR 429							
South of Western Way	4	PA (Ltd. Access)	Limited Access – Core Urbanized	State	8,170	4,747	C
North of Western Way	4	PA (Ltd. Access)	Limited Access – Core Urbanized	State	8,170	3,841	B
CR 535							
I-4 to Hotel Plaza Blvd	4	Principal Arterial	Arterial - C3C	Orange County	3,180	3,516	F
Hotel Plaza Blvd to Apopka-Vineland Rd	3	Principal Arterial	Arterial - C3C	Orange County	2,680	3,158	F
World Drive							
I-4 to Griffin Rd	2	PA (Ltd. Access)	Limited Access – Core Urbanized	CFTOD	4,150	955	B
Griffin Rd to US 192	2	PA (Ltd. Access)	Limited Access – Core Urbanized	CFTOD	4,150	607	B
US 192 to Osceola Pkwy	3	PA (Ltd. Access)	Limited Access – Core Urbanized	CFTOD	6,130	1,902	B
Osceola Pkwy to Buena Vista Dr	3	PA (Ltd. Access)	Limited Access – Core Urbanized	CFTOD	6,130	1,884	B
Buena Vista Dr to EPCOT Center Dr	3	PA (Ltd. Access)	Limited Access – Core Urbanized	CFTOD	6,130	2,613	B
EPCOT Center Dr to Vista Blvd	3	PA (Ltd. Access)	Limited Access – Core Urbanized	CFTOD	6,130	3,393	C
Vista Blvd to WDW Ownership	2	PA (Ltd. Access)	Limited Access – Core Urbanized	CFTOD	4,150	821	B
World Drive North							
Floridian Way to South of Seven Seas	2	Principal Arterial	Arterial - C3C	CFTOD	1,810	1,850	F
South of Seven Seas to World Dr	2	Principal Arterial	Arterial - C3C	CFTOD	1,810	1,492	C
EPCOT Center Drive							
I-4 to Buena Vista Dr (+ Auxiliary Lanes)	3	PA (Ltd. Access)	Limited Access – Core Urbanized	CFTOD	6,130	2,560	B

Roadway / Segment	# of Lanes (Direction)	Functional Classification CFTOD	Functional Classification FDOT	Maintaining Agency	LOS Capacity	PM Peak Hour/Direction	
						2045 Volume	2045 LOS
Buena Vista Dr to World Dr	3	PA (Ltd. Access	Limited Access – Core Urbanized	CFTOD	6,130	1,099	B
Osceola Parkway							
I-4 to Victory Way	3	PA (Ltd. Access	Limited Access – Core Urbanized	CFTOD	6,130	1,501	B
Victory Way to World Dr (+ Auxiliary Lanes)	2	PA (Ltd. Access	Limited Access – Core Urbanized	CFTOD	4,150	4,364	F
World Dr to Buena Vista Dr	2	PA (Ltd. Access	Limited Access – Core Urbanized	CFTOD	4,150	2,642	C
Western Way							
Buena Vista Dr to Bear Island Rd	3	Principal Arterial	Arterial - C3C	CFTOD	2,680	2,768	F
Bear Island Rd to SR 429	3	Principal Arterial	Arterial - C3C	CFTOD	2,680	2,717	F
Hartzog Rd to Flagler Ave	2	Minor Arterial	Arterial - C3C	CFTOD	1,810	1,377	C
Flagler Ave to CR 545 (Avalon Rd)	2	Principal Arterial	Arterial - C3C	CFTOD	1,810	1,140	C
Hartzog Road							
SR 545 to Flagler Ave	1	Minor Arterial	Arterial - C3C	CFTOD	1,070	262	C
Flagler Ave to Western Way	2	Minor Arterial	Arterial - C3C	CFTOD	1,810	541	C
Western Way to South CFTOD Boundary	2	Minor Arterial	Arterial - C3C	CFTOD	1,810	767	C
Buena Vista Drive							
CR 535 to Disney Vacation Club Way	2	Minor Arterial	Arterial - C3C	CFTOD	1,810	441	C
Disney Vacation Club Way to Hotel Plaza Blvd	2	Minor Arterial	Arterial - C3C	CFTOD	1,810	838	C
Hotel Plaza Blvd to Bus Loop Entrance	3	Minor Arterial	Arterial - C3C	CFTOD	2,360	1,525	C
Bus Loop Entrance to Typhoon Lagoon	4	Minor Arterial	Arterial - C3C	CFTOD	3,180	1,105	C
Typhoon Lagoon to Bonnet Creek Pkwy	4	Minor Arterial	Arterial - C3C	CFTOD	3,180	1,476	C
Bonnet Creek Pkwy to Backstage Lane	4	Minor Arterial	Arterial - C3C	CFTOD	3,180	1,476	C
Backstage Lane to Victory Way	4	Minor Arterial	Arterial - C3C	CFTOD	3,180	1,932	C
Victory Way to EPCOT Resorts Blvd East	4	Minor Arterial	Arterial - C3C	CFTOD	3,180	1,458	C
EPCOT Resorts Blvd East to EPCOT Resorts Blvd West	4	Minor Arterial	Arterial - C3C	CFTOD	3,180	1,273	C
EPCOT Resorts Blvd West to World Dr	4	Minor Arterial	Arterial - C3C	CFTOD	3,180	1,427	C
World Dr to Western Way	3	Minor Arterial	Arterial - C3C	CFTOD	1,810	2,056	C
Western Way to Osceola Pkwy	2	Minor Arterial	Arterial - C3C	CFTOD	1,810	1,786	D
Hotel Plaza Boulevard							
West of CR 535	2	Minor Arterial	Arterial - C3C	CFTOD	1,810	1,191	C
East of Buena Vista Dr	2	Minor Arterial	Arterial - C3C	CFTOD	1,810	654	C
Floridian Place							
Center Dr to Floridian Way	2	Principal Arterial	Arterial - C3C	CFTOD	1,810	1,476	C

Roadway / Segment	# of Lanes (Direction)	Functional Classification CFTOD	Functional Classification FDOT	Maintaining Agency	LOS Capacity	PM Peak Hour/Direction	
						2045 Volume	2045 LOS
Bonnet Creek Parkway							
Buena Vista Dr to Overpass Rd	2	Collector	Arterial - C3C	CFTOD	1,810	625	C
Overpass Rd to Disney Vacation Club Way	2	Collector	Arterial - C3C	CFTOD	1,810	748	C
Disney Vacation Club Way Dr to Vista Way	2	Collector	Arterial - C3C	CFTOD	1,810	863	C
EPCOT Resorts Boulevard							
Buena Vista Dr to Water Bridge	2	Collector	Arterial - C3C	CFTOD	1,810	419	C
Water Bridge to Dolphin Hotel	1	Collector	Arterial - C3C	CFTOD	1,070	202	C
Dolphin Hotel to Buena Vista Dr	2	Collector	Arterial - C3C	CFTOD	1,810	495	C
Victory Way							
Osceola Pkwy to Buena Vista Dr	2	Collector	Arterial - C3C	CFTOD	1,810	986	C
Griffin Road							
World Dr to US 192	1	Collector	Arterial - C3C	CFTOD	1,070	203	C
Flagler Avenue							
Western Way to Hartzog Rd	1	Collector	Arterial - C3C	CFTOD	1,070	46	C

Findings

Tables 3-12, 3-14 and 3-16 summarize LOS based on the model for the future years 2030, 2035 and 2045 respectively. Currently, Western Way (Buena Vista Dr to Bear Island Rd) and Western Way (Bear Island Rd to SR 429) are failing (LOS F) under existing 2024 conditions and continue to fail in 2030. However, with the planned extension and widening from two lanes per direction to three lanes per direction, the LOS will improve to D. Despite this improvement, by 2045, the LOS is projected to degrade to F again, indicating that additional capacity or operational improvements may be needed in the long term and further monitoring and analysis may be required.

Osceola Parkway indicates a failing condition in 2045 for the section between Victory Way and World Drive, and a portion of World Dr North indicates a failing condition in 2045 for a section between Floridian Way to South of Seven Seas. As there is significant uncertainty regarding twenty year traffic predictions, these sections of road may warrant further monitoring and analysis in the upcoming years to determine if any further additional capacity or operational improvements are needed.

Several segments along Interstate 4 (I-4) experience failing conditions between 2030 and beyond, highlighting a growing congestion issue on this critical corridor. Additionally, some segments of US 192 and CR 535 are projected to fail, since these facilities are maintained by the State or County they fall under different jurisdictions for potential mitigation measures.

Figures 3-11 thru 3-14 summarize LOS for CFTOD roadways for existing and future traffic levels.

Figure 3-12: CFTOD Roadways – 2030 LOS

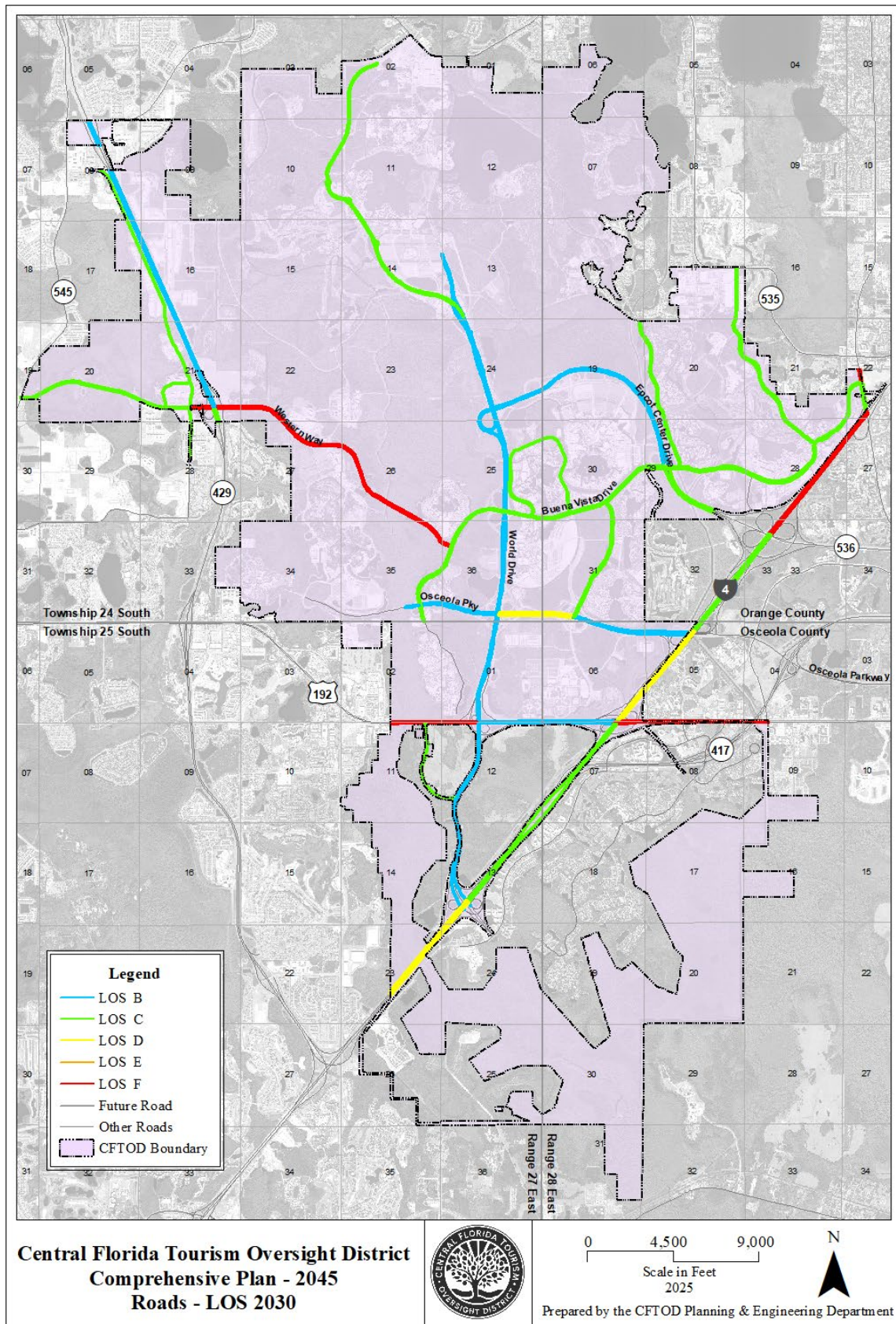


Figure 3-13: CFTOD Roadways – 2035 LOS

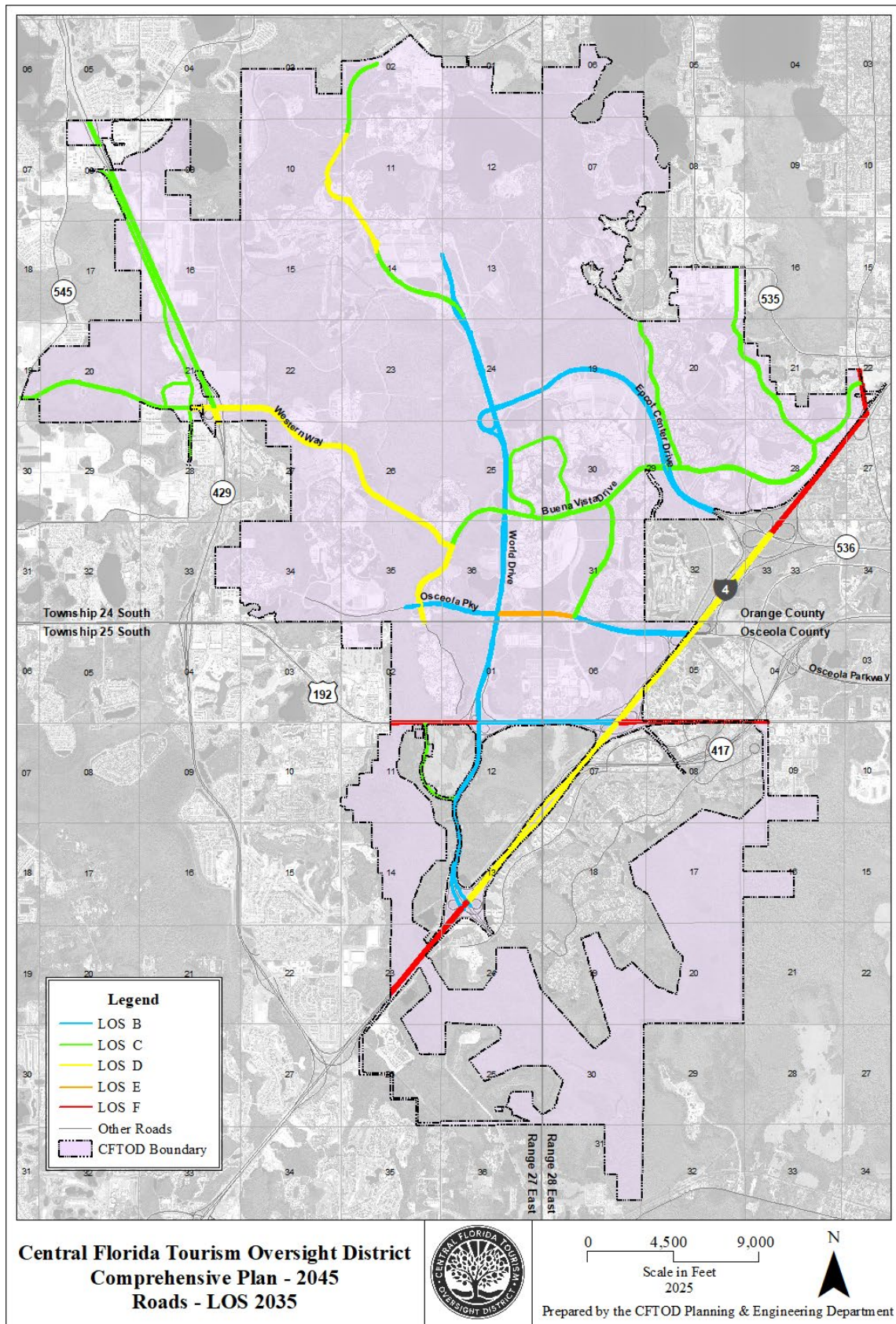
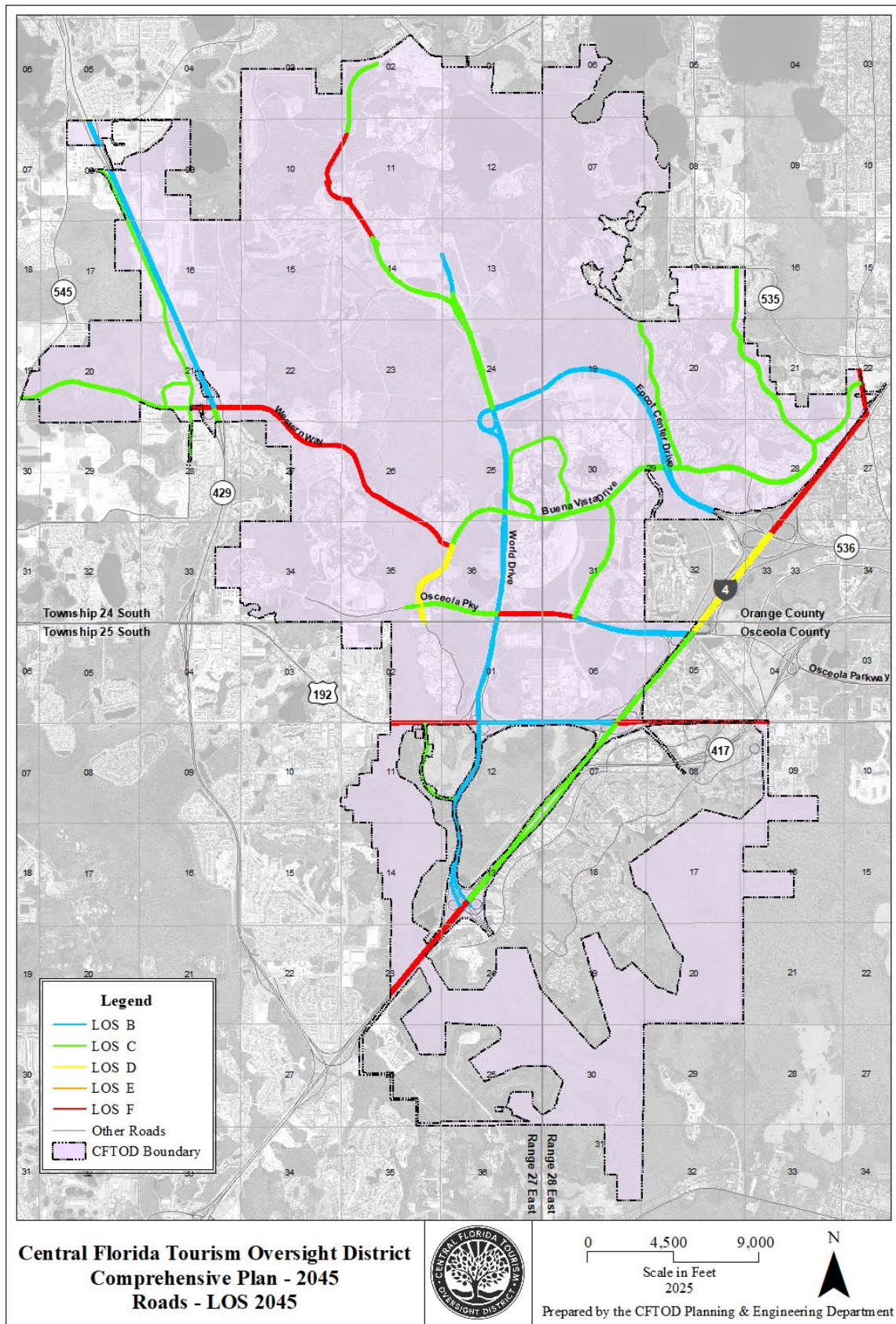


Figure 3-14: CFTOD Roadways – 2045 LOS



Central Florida Tourism Oversight District
City of Bay Lake
City of Lake Buena Vista
COMPREHENSIVE PLAN
2045

HOUSING
ELEMENT

Part A:
Policies

INTRODUCTION

The ~~RCID~~-Housing Element addresses the need for suitable housing both within the District and beyond District boundaries. ~~Because the RCID is a major regional employment center, the element's focus is on~~ addresses the housing needs of ~~persons employed within District boundaries rather than its~~ the small population of permanent residents and. ~~The element~~ analyzes existing and future employee housing needs, evaluates housing market conditions around the District, and identifies any potential gaps between supply and demand. The element has two major components: the "Policies" component, Part A, contains the goals, objectives, and policies which will guide the District's housing program during the coming years; and the "Supporting Data and Analysis" component, Part B, includes an assessment of housing needs for residents and employees.

GOALS, OBJECTIVES, AND POLICIES

GOAL A

It is the goal of the ~~Reedy Creek Improvement~~ Central Florida Tourism Oversight District to facilitate the provision of an adequate and affordable supply of housing that accommodates all current and future permanent residents of the District.

Objective 1

To maintain the structural integrity and aesthetic quality of existing residential areas, conserve existing affordable housing within its boundaries, and facilitate the development of new affordable housing (including manufactured and mobile homes) as needed to accommodate the District's existing and projected permanent resident population.

- Policy 1.1: The District shall ensure that the permanent residential areas in the cities of Bay Lake and Lake Buena Vista are maintained in excellent condition. The District will promptly respond to any problems associated with structural deficiencies or visual blight in these areas.
- Policy 1.2: In the event that future development would result in the displacement of either of the existing permanent residential areas, the District shall adopt a resident relocation plan prior to project approval.
- Policy 1.3: The ~~RCID~~ CFTOD shall ensure that ~~vacant land is made available on~~ the Future Land Use Map and allowable uses ~~to accommodate the development of affordable housing for the~~ projected permanent resident population and maintain provisions to allow development/redevelopment of affordable housing to serve those residents.

Objective 2

To ensure that ~~RCID-CFTOD~~ planning, development, and building regulations allow the private sector to construct housing, including group homes, foster care facilities, manufactured homes, and mobile homes, within District boundaries.

- Policy 2.1: Housing, including group homes, foster care facilities, manufactured homes, and mobile homes, shall be permitted land uses in all areas designated for mixed use development.
- Policy 2.2: In the event that new permanent residential development is proposed within designated Mixed Use areas, the District shall adopt performance standards which ensure that such development is buffered or appropriately separated from potentially incompatible adjoining uses also permitted in these areas. These standards shall be adopted prior to the approval of such development.
- Policy 2.3: Any new housing in the ~~RCID-CFTOD~~ shall continue to be available to all persons, regardless of race, religion, sex, ~~marital~~ familial status, ~~ancestry~~, national origin, ~~physical~~ disability, or color.
- Policy 2.4: Any new housing within the ~~RCID-CFTOD~~ shall be located close to employment centers and shall have infrastructure existing or committed at the time of development.

GOAL B

Recognizing the District's historic and projected role as a major regional employment center, it is the goal of the ~~Reedy Creek Improvement~~ Central Florida Tourism Oversight District, to the extent required by Chapter 163 Part II, F.S., to facilitate the provision of ~~an adequate supply of~~ affordable housing for ~~any unmet affordable housing need generated by~~ employment growth within the District.

Objective 3

To ~~identify a specific geographic area~~ facilitate the creation of affordable housing opportunities extending beyond District boundaries within which the District will facilitate the creation of affordable housing opportunities, strategically located with proximity to transit, employment centers and other centers of commerce offering essential goods and services to serve persons employed within the District.

- Policy 3.1: Because no increase in the District's permanent resident population is projected through ~~2020~~ 2045 and because increases in employment within the District are projected, ~~the focus of the District's housing programs shall be~~ the District shall focus on facilitating affordable housing production for persons employed within District boundaries.
- Policy 3.2: The ~~District's affordable housing programs will be directed within the previously identified geographic area known the Housing Target Zone (HTZ). The HTZ has been defined with the objective of:~~ District will promote affordable housing opportunities strategically located with proximity to transit, employment centers, and other centers of commerce offering essential goods and services.

- ~~(1) including all land within a 30-minute commute radius of District employment centers; and~~
- ~~(2) following census tract boundaries to facilitate the collection and updating of demographic and housing supply data.~~

~~Current HTZ boundaries are shown in Figures 4-1 and 4-2. Within the HTZ, the District shall place particular emphasis on projects that are close to District employment centers.~~

Policy 3.3: ~~The District shall update the boundaries of the HTZ as needed but not less than every ten years to reflect changes in travel time, changes in census tract boundaries, and other relevant factors, such as accessibility and the incremental cost of transportation relative to distance.~~

Policy 3.43: The ~~RCID's~~CFTOD's activities with regard to housing ~~in the HTZ~~ shall be particularly targeted to "low" and "very low" income households as defined in Chapter 420 F.S., for the Orlando MSA.

Objective 4

~~To implement an affordable housing program within the HTZ that facilitates access to affordable housing for persons employed within the District.~~

Policy 4.1: ~~The District shall update its most recent Affordable Housing Study upon the release of Year 2010 Census tract-level data for Metropolitan Orlando and again in 2017. The analysis shall be based on the currently approved East Central Florida Regional Planning Council Affordable Housing Methodology, and at minimum shall include the following components:~~

- ~~(1) A profile of existing RCID employee housing locations by zip code;~~
- ~~(2) An updated five-year projection of future employment within the District, a projection of five-year housing needs by income category, an updated housing supply data base, and a comparison of these needs to total housing needs in the HTZ;~~
- ~~(3) An updated assessment of housing supply in the HTZ during the five-year period and an estimate of unmet needs attributable to employment growth within the District~~
- ~~(4) An updated determination of any "credits" for past housing production by the District or its major landowners; and~~
- ~~(5) Updated mitigation measures for closing the gap between demand and supply, if such a gap is determined to exist.~~

Policy 4.2: ~~Following the update of the Affordable Housing Study following the 2010 Census, the District shall update the housing supply data base in 2014. The District shall ensure that information regarding available affordable housing supply within the Housing Target Zone is made available to those working within the RCID following completion of each Affordable Housing Study and update of the housing supply data base. This material will be distributed at major employment centers within the District.~~

Policy 4.3: ~~If future updates of the Affordable Housing Study or housing supply data base determine that new or additional implementation activities and measures are needed, then the RCID~~

~~Comprehensive Plan shall be amended within 180 days. If two plan amendments have already been adopted in the current year, the amendment will be adopted within 90 days after the beginning of the new year. The amendment will incorporate additional activities and measures which the RCID determines to be appropriate.~~

- Policy ~~4.43.4~~: Projects outside ~~RCID-CFTOD~~ boundaries which do not meet the affordability criteria described above may receive water or sewer capacity from the ~~RCID CFTOD~~ through interlocal agreements. In such instances, the developers of such projects shall be required to pass along savings resulting from the District's provision of these services in the form of more affordable sale and rental prices or other public or community amenities.
- Policy ~~4.53.5~~: The District shall work with public transit providers to increase the availability of public transportation between the District and affordable housing projects or areas. As appropriate, the District shall also work with the major landowners and private transportation companies to consider the feasibility of private transit services (including shuttle buses, vans, etc.) between affordable housing and District employment centers.
- Policy ~~4.63.6~~: The ~~RCID-CFTOD~~ will consider modifications to its stormwater permit fees (for example, allowing such fees to be paid in interest-free installments over five years) as a means of reducing front-end developer costs for affordable housing projects in the Reedy Creek drainage basin.
- Policy ~~4.73.7~~: To the extent feasible, the District will ensure that rental units created through affordable housing ~~programs~~initiatives sponsored by the District or its major landowners meet the Housing Finance Agency requirements to remain affordable for a specified period of time.
- Policy ~~4.83.8~~: All hearings or public meetings conducted by the ~~RCID-CFTOD~~ regarding housing shall continue to be publicly noticed.

Objective ~~54~~

To work collaboratively with the primary employers within its boundaries to ensure that affordable housing opportunities are provided to local employees.

- Policy ~~5.14.1~~: The ~~RCID-CFTOD~~ will work with the District's primary employer to establish a Housing Information component in their recruitment and/ or employment processes.
- ~~Policy 5.2: The RCID will encourage the District's primary employer to continue to develop housing for its employees, similar to its current Vista Way, Chatham Square, and The Commons programs (currently housing some 5,452 employees in multi-family apartments developed and operated by the employer).~~
- Policy ~~5.34.2~~: The ~~RCID-CFTOD~~ will encourage the District's primary employer to pursue a range of strategies to facilitate the production of ~~rental and for-sale housing within the HTZ. These strategies should be structured to offset any unmet affordable housing need generated by employment growth within the District as determined by each future update of the District's Affordable Housing Study. Among the strategies to be considered are:~~ affordable housing

strategically located with proximity to transit, employment centers, and other centers of commerce offering essential goods and services. Among the strategies to be considered are:

- (1) Investments in federal low income housing tax credit (LIHTC) programs, particularly where such investments enable new rental housing units to meet HUD affordability criteria for “low” and “very low” income employee households.~~The designated units should be selected so that they match the housing needs identified by household size to accommodate any potential market mismatches.~~
- (2) Silent second mortgages for “low” and “very low” income employee households. Through this program, the primary employer would make second mortgage loans and defer repayment until the units are resold. Implementation of this program will require setting an upper limit on the purchase price of the unit, and could be implemented at particular projects selected to encourage short commutes ~~(such as the Southlake project)~~ or could be made available for use throughout the HTZ for projects strategically located with proximity to transit, employment centers, and other centers of commerce offering essential goods and services.
- (3) Mortgage interest rate subsidies for “low” and “very low” income employee households. This would also require setting an upper limit on the purchase price of the unit and could be targeted to specific units or made available for use throughout the HTZ for projects strategically located with proximity to transit, employment centers, and other centers of commerce offering essential goods and services.

~~Policy 5.4: The District and/or primary employer within the District will be granted credit for providing affordable housing units in the HTZ even if the units are built before an unmet need for affordable housing is determined to exist. Credit for 100 percent of the units will be awarded, provided that 50 percent or more of the units are targeted to “low” and “very low” income households in the Orlando MSA and the remainder of the units are targeted to moderate income households.~~

Policy 5.54.3: The following additional activities may be employed by the RCID CFTOD and primary employer to achieve the objective of providing additional affordable housing units, ~~provided that the activity or combination of activities has the benefit of reducing the costs of the unit by at least 5 percent:~~

- (1) Acquisition and donation of land outside the district for affordable housing development ~~within the HTZ~~ strategically located with proximity to transit, employment centers, and other centers of commerce offering essential goods and services.
- (2) Affordable housing construction outside of the District but ~~within the HTZ~~ strategically located with proximity to transit, employment centers, and other centers of commerce offering essential goods and services, which is provided with assistance by RCID CFTOD or an employer within RCID CFTOD.

- (3) Direct rental assistance provided by ~~RCID-CFTOD~~, or employers within ~~RCID CFTOD~~, to “low” and “very low” income households.
- (4) Participation in community service projects such as Habitat for Humanity.
- (5) Technical assistance to nonprofit organizations involved in the provision of affordable housing or housing services ~~within the HTZ~~.
- (6) Down payment assistance to persons employed within the ~~RCID-CFTOD~~.
- (7) Transportation assistance between affordable housing projects and employment locations within the ~~RCID-CFTOD~~.
- (8) Any other activities identified in this element or developed in the future relating to the provision of affordable housing units ~~within the HTZ~~ strategically located with proximity to transit, employment centers, and other centers of commerce offering essential goods and services.

Policy ~~5-64.4~~: The ~~RCID-CFTOD~~ will encourage employers within its boundaries to provide job training and other programs creating economic opportunities for “low” and “very low” income persons. By providing a stable and reliable income source, such programs can assist “low” and “very low” income households in obtaining adequate housing.

Policy ~~5-74.5~~: The ~~RCID-CFTOD~~ will encourage the continued participation of the primary employer in the Second Harvest Food Bank program, providing food for “very low” income households and thereby providing greater disposable income for shelter and other needs.

~~Policy 5-8: The District shall encourage lessees, tenants, and third party employers not directly affiliated with the primary employer to participate in RCID housing programs.~~

Objective ~~65~~

To maximize the effectiveness of District housing ~~programs~~ initiatives by coordinating and collaborating with adjacent jurisdictions and other public agencies.

Policy ~~6-45.1~~: The District shall continue to work with the East Central Florida Regional Planning Council (ECFRPC) in its ongoing efforts to assess affordable housing needs and develop solutions to meeting unmet needs. The District shall actively seek representation on any ECFRPC task force created to address the issue of affordable housing.

Policy ~~6-25.2~~: The District shall work cooperatively with adjacent local governments to facilitate the production of affordable housing and assure that a sufficient supply of land to meet affordable housing needs is retained ~~within the HTZ~~ and strategically located with proximity to transit, employment centers, and other centers of commerce offering essential goods and services. Interlocal agreements with Orange County shall be developed as necessary and appropriate to create affordable housing opportunities within the Horizons West area to the north and northeast of District boundaries.

- Policy ~~6-35.3~~5.3: Interlocal agreements governing any future deannexation of land from the District into the adjacent counties or cities shall address the issue of affordable housing. The receiving county or city will be encouraged to explore affordable housing opportunities within the area being deannexed.
- Policy ~~6-45.4~~5.4: The District shall support efforts to partner with Orange, Osceola, Lake, and Polk counties, and other jurisdictions as appropriate, to develop performance standards, policies, and developer incentives to encourage/ facilitate development of innovative communities and affordable housing. The District shall also support public/private partnerships between developers and local governments, including the District's major landowners and nearby local governments, to produce affordable housing.
- Policy ~~6-55.5~~5.5: To the extent feasible and appropriate, future affordable housing activities of the District and its primary employer shall be integrated with State and County programs, such as the SAIL (State Apartment Incentive Loan) program, SHIP (State Housing Initiative Partnership) program, and HOME (Home Investment Partnership) program. Although the District is ineligible to receive such funds directly, they may assist nonprofit developers who receive these funds, thereby further improving the affordability of housing.

Central Florida Tourism Oversight District
City of Bay Lake
City of Lake Buena Vista
COMPREHENSIVE PLAN
2045

HOUSING
ELEMENT

Part B:
Supporting Data and Analysis

PURPOSE

The purpose of a Housing Element is to set forth the goals, objectives, and policies a community will follow to ensure that its current and future residents are provided with adequate housing. This does not present a significant challenge within the Central Florida Tourism Oversight District because the existing population is very small and no growth is anticipated. However, since the District includes a major employment center, this element focuses on the affordable housing needs of persons *employed* within District boundaries. The District's activities with regard to affordable housing are primarily targeted to "low" and "very low" income households, as defined in Chapter 420 F.S., for the Orlando Metropolitan Statistical Area (MSA).

The Housing Element includes a discussion of existing housing and projected housing needs for the residents of Bay Lake and Lake Buena Vista. It continues with a discussion of employee-generated housing needs.

Goals, objectives, and policies are included in the preceding part of the Housing Element.

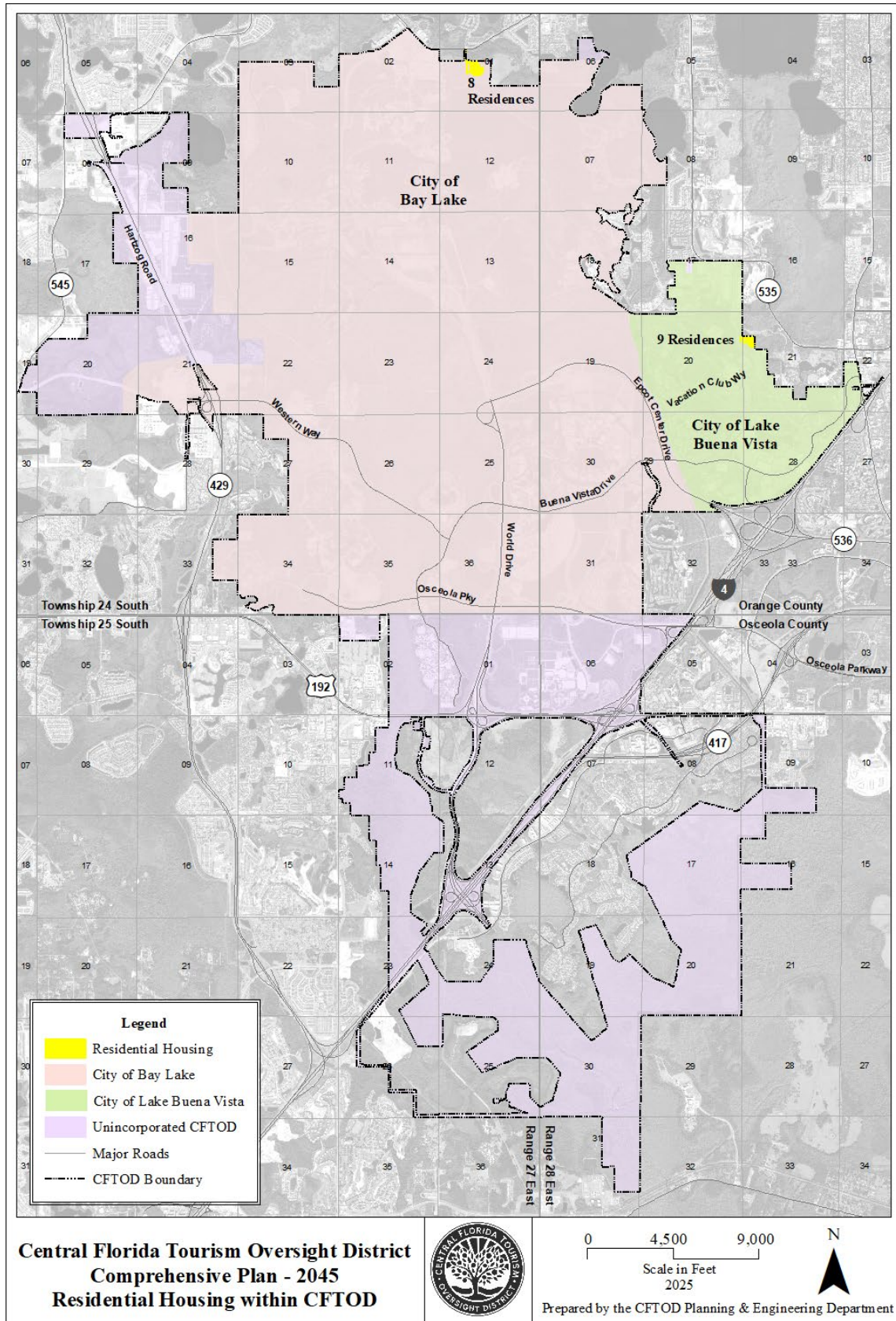
HOUSING PROFILE OF THE DISTRICT

PERMANENT HOUSING

The CFTOD has a permanent population of 32 residents living in 17 manufactured homes. The supply of housing in the District is sufficient to meet the needs of these residents. The homes are in two licensed mobile home parks, one in Lake Buena Vista off of Buena Vista Drive, and the other in Bay Lake. The Lake Buena Vista complex has 9 units and a permitted capacity of 9 units. The Bay Lake complex has 8 units and a permitted capacity of 9 units. Housing costs for these residents fall within state guidelines for affordability, i.e., expenses for housing of no greater than 30 percent of gross monthly income.

Figure 4-1 shows the location of all permanent housing units in the District. There are no other housing types within District boundaries. Although group homes and foster care facilities are permitted in all Mixed Use areas, these housing types do not currently exist. All housing within the District has complete plumbing, central heating, complete kitchens, and air conditioning. There are no publicly subsidized units, nor are there any homes listed on the Florida Master Site File, the National Register of Historic Places, or local historic inventories.

Figure 2-1: Residential Housing within CFTOD



TOURIST HOUSING

There are various types of transient housing for visitors to the District: hotel/resort rooms, villas, suites, campsites (includes recreational vehicle sites) and cabins. Table 4-1 includes a breakdown of these units and the average daily population by unit type. Tourist housing types are shown in Table 4-2 below.

Table 4-1: Permanent and Transient Housing Within the CFTOD

Type	Units	Average Population
Permanent Housing	17	32
Transient Housing		
Hotel/Resort Rooms	39,058	98,165
Campsites and Cabins	1,212	4,018
Total Transient	37,729	102,215

Note: Population for transient housing is based on average guests and occupancy rates per housing type.

There are currently 49 operating hotels/resorts as follows:

Table 4-2: Hotel/Resort Type

Ownership	Classification	# of Hotels/Resorts
Disney Entities	Campground	1
	Value	5
	Moderate	4
	Deluxe	8
	Deluxe Villa	14
Third Party Entities	Value	2
	Moderate	3
	Deluxe	4
	Suites	5
	Deluxe Villa	4

EMPLOYMENT-GENERATED HOUSING NEEDS

Since the adoption of the 1991 Comprehensive Plan, the District's Housing Element has focused on the housing needs of persons employed within CFTOD boundaries. Although the District has only 32 residents, it has an employment base of about 77,000 workers. These employees represent a broad range of incomes and household types. The District's adopted policies and programs strive to encourage an adequate supply of affordable housing for employees and their households. Historically, this has included measures to assist employees in finding suitable housing, and encouraging measures to support the development of affordable housing within the vicinity of the District.

The District's affordable housing efforts were focused within a "Housing Target Zone" (HTZ) that encompassed most of the southwest quadrant of greater Orlando. The purpose of the HTZ was to recognize the distribution pattern of employee residences and concentrate affordable housing programs within that area.

The District completed its first Affordable Housing Study in 1996 to fulfill the requirements of a 1992 Compliance Agreement between the District and the Florida Department of Community Affairs. The purposes of the Study were:

- To refine the boundaries of a "Housing Target Zone" (HTZ) that encompassed most of the southwest quadrant of greater Orlando. The purpose of the HTZ was to recognize the distribution pattern of employee residences and concentrate affordable housing programs within that area. In essence, the HTZ was the "commuter-shed" for the District. Although some employees lived beyond this zone, the HTZ was mapped to provide all employees with an opportunity for affordable housing within a reasonable commute of District employment centers.
- To assess unmet affordable housing needs arising from employment growth during the 1990-1995 and 1995-2000 periods.
- To suggest appropriate mitigation measures to serve any unmet needs for "low" and "very low" income workers for the 1995-2000 period.

Since the completion of the 1996 Affordable Housing Study the District updated the study three times: in 1998, 2005, and 2008. The analysis was based on an approved East Central Florida Regional Planning Council (ECFRPC) Affordable Housing Methodology which was adopted in 1999 and which served as the guiding methodology for all Development of Regional Impact applications across the State of Florida. Despite rising housing and commuter cost, these affordable housing studies based on the ECFRPC methodology failed to adequately recognize the growing need for affordable housing within the Orlando MSA. The ECFRPC methodology is no longer accepted.

Central Florida has a critical shortage of affordable housing. Although local governments expect to create an environment that is favorable to development of affordable housing by the private sector, land values, construction costs, and zoning requirements frequently present insurmountable roadblocks to affordable and attainable development projects. HUD data and data from the 2022 Rental Market Study and 2024 Annual Report prepared by the Shimberg Center for Housing Studies at the University of Florida are presented in Tables 4-3 thru Tables 4-6 to show the extent of the problem.

Table 4-3: 2024 Income Limits and Rent Limits Based on U.S. Department of HUD

Income Category % of AMI (Area Median Income)	Income Limit by Number of Persons in Household				Rent Limit by Number of Bedrooms			
	1	2	3	4	0	1	2	3
Lake, Orange, and Osceola, Counties – AMI = \$90,400								
Very Low (30%)	\$20,280	\$23,160	\$26,070	\$28,950	\$507	\$543	\$651	\$753
Low (60%)	\$40,560	\$46,320	\$52,140	\$57,900	\$1,014	\$1,086	\$1,303	\$1,506
Moderate (80%)	\$54,080	\$61,760	\$69,520	\$77,200	\$1,352	\$1,448	\$1,738	\$2,008
Attainable (120%)	\$81,120	\$92,640	\$104,280	\$115,800	\$2,028	\$2,172	\$2,607	\$3,012
Polk County – AMI = \$76,400								
Very Low (30%)	\$16,050	\$18,360	\$20,640	\$22,920	\$401	\$430	\$516	\$596
Low (60%)	\$32,100	\$36,720	\$41,280	\$45,840	\$802	\$860	\$1,032	\$1,192
Moderate (80%)	\$42,800	\$48,960	\$55,040	\$61,120	\$1,070	\$1,147	\$1,376	\$1,590
Attainable (120%)	\$64,200	\$73,440	\$82,560	\$91,680	\$1,605	\$1,720	\$2,064	\$2,385

The Florida Minimum Wage is currently \$13 per hour or \$27,040 per year (30% of the 2024 AMI for Lake, Orange, and Osceola and 35% of the AMI for Polk). The Florida Minimum Wage will increase to \$15 per hour or \$31,200 per year on September 30, 2026. In 2023, Walt Disney World unionized workers reached a deal that raised the Walt Disney World minimum wage to \$18 per hour or \$37,440 per year (41% of the 2024 AMI for Lake, Orange, and Osceola and 49% of the AMI for Polk) and includes increases bring the new minimum to no less than \$20.50 or \$42,640 per year by October 2026. (All per year estimates assume a 40-hour workweek.)

Table 4-4: Low Income (≤60% AMI) / Cost Burdened (>40%) Renter Households, 2024 Estimates

County	All Renter Households	Low Income (≤60% AMI) / Cost Burdened (>40%) Renters	Low Income / Cost Burdened Renters as % of All Renters in County	Low Income / Cost Burdened Renters as a % of State Total
Lake	45,515	15,770	35%	2%
Orange	238,714	69,808	29%	8%
Osceola	55,722	19,071	34%	2%
Polk	92,291	22,249	24%	3%
Total	423,896	123,454	29.12%	4.13%

Table 4-5: Low Income (≤60% AMI) / Cost Burdened (>40%) Renter Households by Size, 2022

County	1-2 Persons	% 1-2 Persons	3-4 Persons	% 3-4 Persons	5 or More Persons	% 5 or More Persons
Lake	7,812	68.6%	3,348	29.4%	N/A	N/A
Orange	39,949	65.0%	15,126	24.6%	6,347	10.3%
Osceola	10,994	64.1%	4,331	25.3%	1,822	10.6%
Polk	13,093	63.9%	5,250	25.6%	2,156	10.5%
Total	71,848	65.18%	28,055	25.45%	10,325	9.37%

Table 4-6: 2022 Renter Households by Detailed Income and Cost Burden

Counties	0-30% AMI			30.01-60% AMI			60.01-80% AMI		
	All Renters in Income Category	Cost Burdened (>40%) Renters in Category	% Cost Burdened	All Renters in Income Category	Cost Burdened (>40%) Renters in Category	% Cost Burdened	All Renters in Income Category	Cost Burdened (>40%) Renters in Category	% Cost Burdened
Lake	6,959	4,485	64%	11,941	6,903	58%	7,069	1,265	18%
Orange	34,275	25,729	75%	47,906	35,693	75%	32,729	12,613	39%
Osceola	7,887	6,292	80%	13,151	10,855	83%	8,966	3,208	36%
Polk	12,839	8,855	69%	18,965	11,643	61%	9,573	1,908	20%
Total	61,960	45,361	73%	91,963	65,094	71%	58,337	18,994	33%

Table 4-6: 2022 Renter Households by Detailed Income and Cost Burden

Counties	80.01-120% AMI			120.01-140% AMI		
	All Renters in Income Category	Cost Burdened (>40%) Renters in Category	% Cost Burdened	All Renters in Income Category	Cost Burdened (>40%) Renters in Category	% Cost Burdened
Lake	7,555	719	10%	1,781	X	X
Orange	48,121	2,274	5%	15,872	X	X
Osceola	7,809	1,262	16%	2,494	X	X
Polk	16,326	898	6%	6,391	X	X
Total	79,811	5,153	6%	26,538	X	X

Notes: X indicates results are not statistically significantly different from zero.

There are not enough affordable and available housing units in Lake, Orange, Osceola, and Polk counties to meet the demand of low-income households and higher income households occupying some of these low-income rentals. According to the Florida Housing Coalition Home Matters 2024 report, “median gross rent has consistently been higher than rent affordable at Florida’s median renter income. ...the gap between median rents and what the average renter could afford to pay has grown from a low of \$102 in 2005 to \$262 in 2022.”

THE ORANGE COUNTY HOUSING FOR ALL 10-YEAR ACTION PLAN

In April 2019, Mayor Jerry L. Demings launched the Housing for All Task Force to prioritize solutions to address the affordable housing crisis in Orange County. As the tables above show, an affordable housing crisis exists throughout the Central Florida region. In November 2019, Orange County published its Housing for All 10-year Action Plan, a collaborative effort of the Task Force consisting of representatives from non-profit organizations, major employers, local homebuilders, real estate developer associations, community partners, and financial institutions. Continued involvement from these industries and groups, among others, is crucial to fully realizing the mission and goals of the Action Plan.

The Housing for All 10-year Plan proposes targeting 35 percent of the total number of housing units (86,100) projected to be developed in Orange County during the next 10 years to create and preserve 11,000 affordable and 19,300 attainable housing units (30,300 total) by:

- Creating 6,600 missing middle housing units;
- Eliminating regulatory barriers to create 10,500 housing units; and
- Integrating affordable, attainable, and market rate housing units to create 13,200 units.

The recommended tools and strategies are projected to create a variety of housing types, as well as preserving existing units, to provide more Orange County residents with housing options they can afford. The Action Plan primarily focuses on housing that is either affordable or attainable. Affordable housing units are those units that serve households with incomes between 30 percent and 120 percent of the area median income (AMI) in 2024 or between \$30,650 and \$108,480 for a family of four. Attainable housing or “work force housing” serves households with income between 120 percent and 140 percent of AMI or \$108,480 and \$126,560.

The Task Force formed three subcommittees – Design & Infrastructure, Accessibility & Opportunity, and Innovation & Sustainability – to address:

- What housing products are needed?
- Where they should be located? and
- How could financial and regulatory incentives support a broad range of housing construction and preservation efforts throughout the County?

The Plan focuses on tools and strategies to address four areas:

- Remove regulatory barriers and introduce new policies;
- Create new financial resources;
- Target areas of access and opportunity; and
- Engage the community and industry.

A senior vice president with the Walt Disney Resort serves on the Accessibility & Opportunity Subcommittee, tasked with recommendations related to providing easy access to housing by encouraging development of affordable units near employment centers, transit, and essential services, as well as opportunities for adaptive reuse of existing buildings. This sub-committee also assessed tools and potential partnerships to increase awareness of affordable housing needs and developed public outreach recommendations.

Many of the recommendations of the Housing for All Task Force are similar to requirements of the SHIP program mandates that all counties and municipalities receiving SHIP funds establish as local initiatives that foster affordable housing development. To guide Affordable Housing Advisory Committees (AHAC), the SHIP Statute provides eleven affordable housing incentives for consideration by the AHAC.

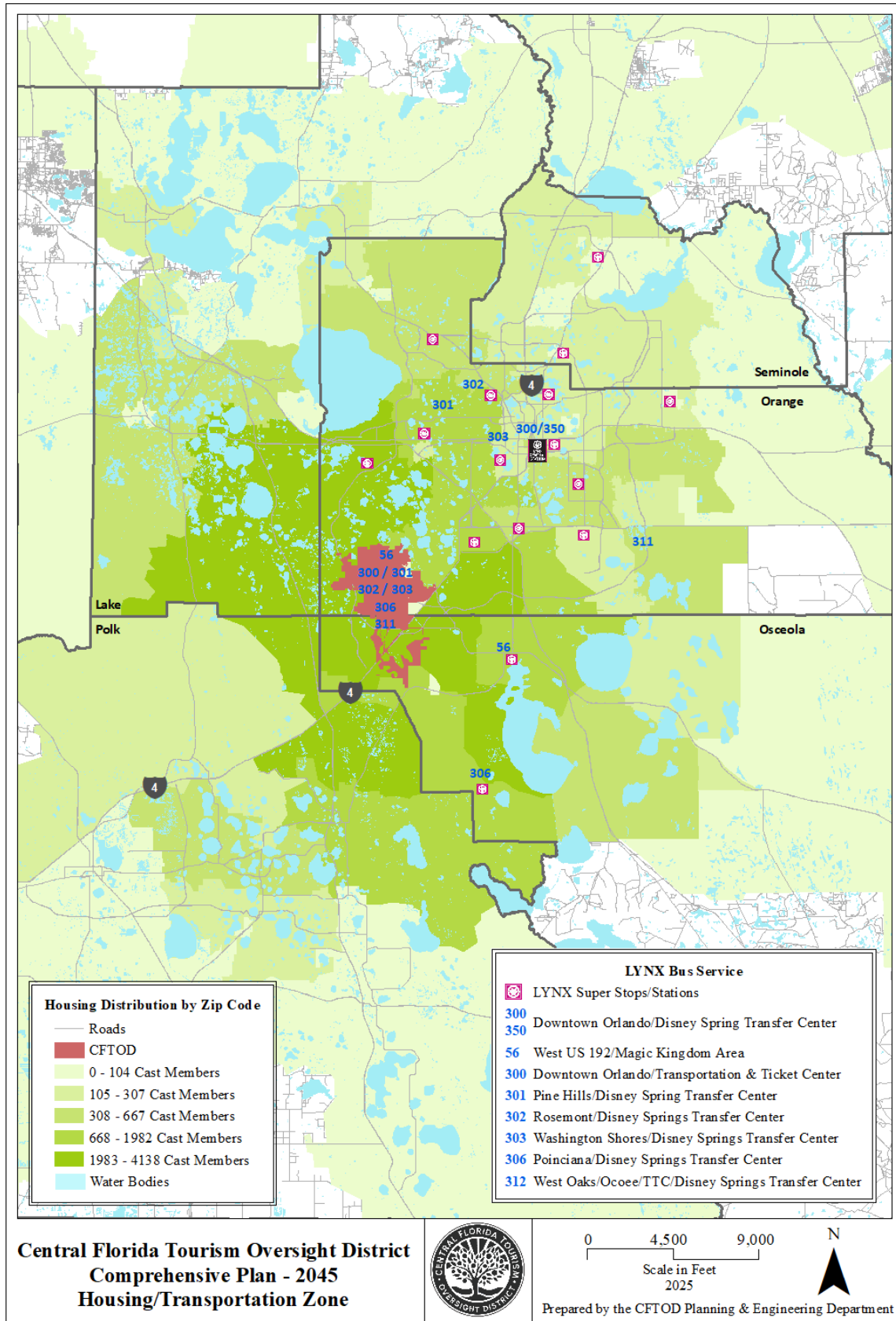
Florida Statutes, Sec. 420.9076 (4):

- (a) Expediting processing approvals of development orders or permits for affordable housing projects over other housing projects.
- (b) Modifying impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.
- (c) Allowing flexibility in densities for affordable housing.
- (d) Reserving infrastructure capacity for housing for very low-income persons, low-income persons, and moderate-income persons.
- (e) Allowing affordable accessory residential units in residential zoning districts.
- (f) Reducing parking and setback requirements for affordable housing.
- (g) Allowing flexible lot configurations, including zero-lot-line configurations for affordable housing.
- (h) Modifying street requirements for affordable housing.
- (i) Establishing a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
- (j) Preparing a printed inventory of locally owned public lands suitable for affordable housing.
- (k) Supporting development near transportation hubs and major employment centers and mixed-use developments.

Not all these incentives are equally important or relevant to a particular SHIP jurisdiction. The guidebook emphasizes those incentives that are valuable to most jurisdictions. The two most important incentives are the required two that must be adopted as a threshold for receiving funding: (a.) expedited permitting and (i.) establishing a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.

Figure 2-2: shows the distribution by zip code of Disney employees and access to LYNX bus service. As home of the largest employer in Central Florida, Task Force recommendations to encourage development of affordable and attainable units near employment centers and transit services will greatly benefit the employees of the CFTOD. CFTOD will work with LYNX to provide residents not employed within the CFTOD of the proposed Disney affordable housing project with transportation to bus transfer locations or employment centers.

Figure 2-2: Distribution of Disney Employees and Availability of Public Transportation Service



EFFORTS FROM WITHIN THE CFTOD

On October 8, 2024, Disney received approval from the Orange County Board of County Commissioners to build as many as 1,369 units of mixed income housing with seventy-five percent of the units being affordable housing units on about 80 acres of land owned by Disney annexed into Orange County near the Flamingo Crossings mixed use development. These units will be available to qualified applicants including Disney employees. The Commission's approval requires seventy-five percent of developed units to be available for residents earning between 50 and 100 percent of the median Orlando family income. The development will offer amenities and will be located close to schools.

Additionally, Disney assists in addressing the affordable housing needs of persons employed within the District by providing nearby land to a developer that constructed, owns, and operates two apartment complexes to serve the affordable housing needs of the national and international students participating in their college internship program. These two complexes, also located in the Flamingo Crossings mixed use development, replaced four apartment complexes located near the Little Lake Bryan mixed use development area. The two complexes consist of 2,613 units designed to house 10,456 residents. Bus loops are included in the design of the complexes to provide transportation from the two apartment complexes to the various employment locations within the CFTOD. Two pedestrian bridges currently provide safe access to the Flamingo Crossings Town Center retail and dining complex.

The District has facilitated the provision of affordable housing in the past, and it will continue to do so in the future. Policies in the Element provide specific direction for achieving this goal. In addition, efforts are continually in review to increase the availability of public transportation between the CFTOD and Orange and Osceola Counties.

Central Florida Tourism Oversight District
City of Bay Lake
City of Lake Buena Vista
COMPREHENSIVE PLAN
2045

INFRASTRUCTURE
ELEMENT

Part A:
Policies

INTRODUCTION

The Infrastructure Element addresses the provision of water, sewer, solid waste, and stormwater management services within the ~~Reedy Creek Improvement District~~ [Central Florida Tourism Oversight District](#). It is divided into four “Subelements,” corresponding to these topics. The element consists of a “Policies” component, [Part A](#), which includes adopted goals, objectives, and policies for infrastructure, and a “Supporting Data and Analysis” component, [Part B](#), which provides narrative text, tables, and maps describing existing and future conditions.

GOALS, OBJECTIVES, AND POLICIES

GOAL

It is the goal of the ~~Reedy Creek Improvement~~ [Central Florida Tourism Oversight District](#) to provide water, sewer, solid waste, and stormwater management services to existing and future development within its boundaries in the most efficient, cost-effective, and environmentally sound manner possible.

POTABLE WATER

Objective 1

To extend and increase the capacity of central water facilities in a manner that meets future needs and maintains current levels of service.

Policy 1.1: The following level of service standards are adopted for the purposes of determining the adequacy and design capacity for potable water facilities:

<u>Land Use</u>	<u>Unit</u>	<u>Gallons/Day</u>
Residential	dwelling	350
Hotel/ Resort (general)	keys	200
Luxury/Deluxe/ DVC	keys	250
First Class	keys	200
Moderate/Economy	keys	150
Other Resort	keys	250
Convention Space	square foot	0.25
Support/ Office	square foot	0.25
Retail/General Commercial	square foot	0.30
Restaurant	seat	25
Theme Parks (general)	guest	50
Theme Parks (water)	guest	75

The Hotel ~~and Other~~ /Resort standards listed above presume that reclaimed water is

available for irrigation use. In the event that reclaimed water is not available, hotel and other resort standards shall be multiplied by 1.5.

Policy 1.2: The adopted level of service standards shall be used as the basis for replacing, expanding, or increasing the capacity of potable water facilities and potable water supplies. ~~(Amended by Ordinance/Resolution No. 482 adopted 09/24/2008 and Ordinance Nos. 121 and 122 adopted 09/22/2008)~~

Policy 1.3: ~~Development approvals shall be conditioned upon a specific finding that the increase in potable water demand resulting from the development can be met without a reduction in the adopted level of service no later than the date on which the District anticipates issuing a certificate of occupancy. (Amended by Ordinance/Resolution No. 482 adopted 09/24/2008 and Ordinance Nos. 121 and 122 adopted 09/22/2008)~~ No final development approval will be issued for new development unless potable water services, at the minimum acceptable level of service, are available at the property, or demonstrate that it will be available prior to certificate of occupancy.

Policy 1.4: Potable water system improvements shall be undertaken in accordance with the priority list identified in the Capital Improvements Element. This list shall be based on the following criteria:

- (1) first priority shall be for correcting deficiencies in the system, should such deficiencies arise in the future, and for improvements that serve health and safety functions or maximize the efficiency of the existing system;
- (2) second priority shall be for extensions to the system that accommodate development through ~~2015~~2030; and
- (3) third priority shall be for extensions to the system that accommodate development beyond ~~2015~~2035.

~~(Amended by Ordinance/Resolution No. 510 adopted 07/28/2010 and Ordinance Nos. 128 and 125 adopted 07/14/2010)~~

Policy 1.5: All new development in the District shall continue to include a water system of sufficient size and design to supply water for fire protection within each building or structure to be erected within the development.

Policy 1.6: The potable water system shall have the following minimum design criteria, consistent with FAC 62-555.320:

- (1) *Design Flow*: The greater of instantaneous peak demand or fire flow plus maximum-day demand (minimum 3,500 gpm design fire-flow rate minimum) ~~plus peak-day demand.~~
- (2) *Storage Capacity*: Volume sufficient to meet ~~peak firefighting demands, plus maximum-day system demand, for a minimum four hours in duration and at least~~

~~25% of the peak-day demand~~ fire-flow rate for the design duration plus 25% of the maximum-day demand.

- 3) *Pressure:* Greater than or equal to 50 pounds per square inch at remote points in the system under normal operating conditions and ~~greater than 30 psi under fire flow conditions~~ a minimum of 20 pounds per square inch under fire-flow conditions up to each customer's point of connection to the distribution system.

~~(Amended by Ordinance/Resolution No. 482 adopted 09/24/2008 and Ordinance Nos. 121 and 122 adopted 09/22/2008)~~

Objective 2

To ensure that groundwater resources are used efficiently and conservatively within the District and that their use results in no anthropogenic adverse impacts to surface waters and wetlands ~~between 2008 and 2018. (Amended by Ordinance/Resolution No. 482 adopted 09/24/2008 and Ordinance Nos. 121 and 122 adopted 09/22/2008)~~

Policy 2.1: The ~~RCID~~CFTOD building and plumbing codes shall continue to require the use of water-saving showerheads, faucets, and other fixtures in new construction that minimize the consumption of water, consistent with the State Water Conservation Act (Section 553.14, Florida Statutes).

Policy 2.2: The District shall continue to promote educational programs that foster water conservation and reduction measures by collecting information from water control districts, publications, and other sources and making it available to current and future uses.

Policy 2.3: The District shall restrict irrigation to evenings, nights, and early morning hours, continually review and revise building codes to reflect new water conservation technology, comply with all water restrictions imposed by the Water Management District, and maintain an emergency water conservation plan that is consistent with Water Management District standards. Consideration will be given to revising rate structures to provide incentives for water conservation. ~~(Amended by Ordinance/Resolution No. 482 adopted 09/24/2008 and Ordinance Nos. 121 and 122 adopted 09/22/2008)~~

Policy 2.4: All landscaped areas within new development parcels shall be required to either connect to the water reuse system or use native plant material in accordance with the ~~Xeriscaping Policy of the South Florida Water Management District (SFWMD)~~ UF/IFAS Florida-Friendly Landscaping Program. ~~(Amended by Ordinance/Resolution No. 510 adopted 07/28/2010 and Ordinance Nos. 128 and 125 adopted 07/14/2010)~~

Policy 2.5: A continuing effort shall be made to reduce the use of potable water for irrigation and expand the reclaimed water system to serve older development areas within District boundaries. ~~The success of this effort may be measured in part by the ratio of average day wastewater flows to average day potable water withdrawal (0.55 in 1991, 0.60 in 1997, and 0.78 in 2007). As the District shifts away from using potable water for irrigation, a larger volume of potable water will be returned to the treatment plant and this ratio will rise~~

~~closer to the theoretical maximum of 1.0. (Amended by Ordinance/Resolution No. 482 adopted 09/24/2008 and Ordinance Nos. 121 and 122 adopted 09/22/2008)~~

Policy 2.6: The District shall continue to investigate feasible techniques for other applications of reclaimed and treated effluent which will result in the reduced use of potable water.

Policy 2.7 To ensure efficient use of reclaimed water, ~~RCID~~CFTOD shall require all new development and all conversions of existing irrigation systems from potable water to reclaimed water to be equipped with sensors that control the amount and rate of reclaimed 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. ~~(Added by Ordinance/Resolution No. 482 adopted 09/24/2008 and Ordinance Nos. 121 and 122 adopted 09/22/2008) (Amended by Ordinance/Resolution No. 510 adopted 07/28/2010 and Ordinance Nos. 128 and 125 adopted 07/14/2010)~~

Objective 3

To maintain levels of potable water quality that meet or exceed state and federal standards.

Policy 3.1: The District shall locate future wells in accordance with all appropriate [South Florida Water Management District \(SFWMD\)](#) and [Florida Department of Environmental Protection \(FDEP\)](#) regulations, and in compliance with its own Land Development Regulations (LDRs). The well protection standards given in the LDRs shall be updated as necessary to ensure that they meet or exceed state and federal standards.

Policy 3.2: The ~~RCID~~CFTOD shall not establish new wells in areas where the potential for unsuitable groundwater exists because of current or historic activities and land uses.

Policy 3.3 The ~~RCID~~CFTOD shall not establish new wells in areas where the groundwater withdrawal impacts may adversely affect surface waters or wetland. ~~(Added by Ordinance/Resolution No. 482 adopted 09/24/2008 and Ordinance Nos. 121 and 122 adopted 09/22/2008)~~

Objective 4

To maintain an administrative system that ensures the efficient, safe, and reliable delivery of potable water services and ensures that land use and water facility planning are integrated.

Policy 4.1: The ~~RCID~~CFTOD shall continue to provide potable water services to customers within its boundaries.

Policy 4.2: The ~~RCID~~CFTOD shall continue to require new development within the current utility service area to be linked to the District's water system.

Policy 4.3: The ~~RCID~~CFTOD shall maintain a Master Utilities Plan which estimates potable and

reclaimed water demand and identifies water and reclaimed water facility needs. The District shall update this Plan not less than once every five years.

- Policy 4.4: The ~~RCID~~CFTOD shall continue to ensure compliance with standards in its Land Development Regulations that specify the procedure for delivery of water services to new development.
- Policy 4.5: The ~~RCID~~CFTOD shall continue its current program of preventive maintenance for the potable water system.
- Policy 4.6: The ~~RCID~~CFTOD shall not extend water services to land outside its boundaries unless provided for by interlocal agreements. Water extensions beyond District boundaries may be considered appropriate if the area to be served will be developed with affordable housing or other uses providing local and regional benefits and consistent with the receiving jurisdiction's comprehensive plan.
- Policy 4.7: The ~~RCID~~CFTOD shall meet with the major landowners as needed but not less than once a year to discuss pending development plans and their probable impacts on water facility needs.
- Policy 4.8 The ~~RCID~~CFTOD shall strive to make additional interconnections with Orange County and Toho Water Authority to provide and receive supplies in times of emergency. ~~(Added by Ordinance/Resolution No. 482 adopted 09/24/2008 and Ordinance Nos. 121 and 122 adopted 09/22/2008)~~
- Policy 4.9 The ~~RCID~~CFTOD shall partner with neighboring local utilities and the water management districts in the development, implementation, funding, and regionalization of alternative water supply sources for-to match future needs ~~as identified in the Infrastructure Element, Part B: Supporting Data and Analysis Table 5-12 and Table 5-13 Partnering shall include: in accordance with the most current version of the Final Central Florida Water Initiative Regional Water Supply Plan and consistent with the District's Capital Improvement Element and 10-Year Water Supply Facilities Work Plan, included in Part B: Infrastructure Element Supporting Data and Analysis.~~
- ~~1) The development and execution of an interlocal agreement with the STOPR group and the water management districts to implement a Central Florida regional water resources plan by 2009;~~
 - ~~2) Funding the evaluation of the alternative water supply sources in Table 5-12 and Table 5-13 by the end of calendar 2010; and~~
 - ~~3) Implementing selected alternative water supply sources to match future needs.~~
- ~~(Added by Ordinance/Resolution No. 482 adopted 09/24/2008 and Ordinance Nos. 121 and 122 adopted 09/22/2008)~~

Objective 5

~~(Added in its entirety by Ordinance/Resolution No. 482 adopted 09/24/2008 and Ordinance Nos. 121 and 122 adopted 09/22/2008)~~

To maintain a Water Supply Facilities Work Plan for at least a ten (10) year planning period for constructing the water supply facilities to serve existing and new development necessary to achieve and/or maintain the level of service standards adopted in this Element.

Policy 5.1 The conversion of non-potable uses of groundwater to reclaimed water has the greatest potential and appears to be the easiest and least costly for ~~RCID~~CFTOD and is the alternative water supply source selected by ~~RCID~~CFTOD to meet future water use demand.

Policy 5.2: The ~~RCID~~CFTOD shall convert ~~all~~ potable water irrigation and cooling towers to reclaimed water use ~~as shown in Table 5-6—Proposed Implementation Plan for Reclaimed Water Conversions as contained in the Infrastructure Element, Part B: Supporting Data and Analysis~~ as necessary to achieve and maintain ~~the~~ level of service standards ~~adopted in this Element.~~

Policy 5.3 ~~All potable water irrigation within RCID shall be performed with reclaimed water and conversion of existing irrigation systems from potable water to reclaimed water needs to be completed no later than December 31, 2017.~~ The District has developed the 10-Year Water Supply Facilities Work Plan dated July 2022, in accordance with the water supply guidelines of the most current version of the Central Florida Water Initiative Regional Water Supply Plan. The District's 10-Year Water Supply Facilities Work Plan is included in Part B: Infrastructure Element Supporting Data and Analysis of this plan and incorporated herein by reference.

Policy 5.4 ~~All centralized RCID cooling towers shall be converted to reclaimed water no later than December 31, 2017.~~ The District will review and update its 10-Year Water Supply Facilities Work Plan, at least every 5 years, within 18 months after the governing board of the CFWI approves an updated regional Water Supply Plan, in accordance with F.S. Section 163.3177(6)(c)4.

Policy 5.5 The District will prepare and maintain a 5-year Schedule of Capital Improvements to address needs for potable water facilities, which will be reviewed and updated annually in conformance with the Capital Improvement Element of this plan.~~The following Five-Year Schedule of Capital Improvements for water supply facilities is adopted:~~

Project Description	Source	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015
1000 LF of 8-inch main on 7 Seas Dr 4-inch & 6-inch mains on Buena Vista Dr 4-inch main extensions on	Bond Funds (On Hand) or Net Revenues	\$0	\$370	\$590	\$1,090	\$910	\$0

Buena Vista Dr 6-inch main extensions from World Dr 12-inch main along Epcot Resorts Blvd from World Dr 12-inch main along Epcot Resorts Blvd from World Dr 4-inch, 6-inch, & 8-inch main extensions on Hotel Plaza Blvd							
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~~Notes:~~

~~Funding Source: Net Revenues = consist of sewer and reclaimed water sales, investment income, and miscellaneous revenues net of operating and maintenance expenses, reserves and replacements, and debt service.~~

~~Estimates reflect 2008 costs and have not been inflated to year of construction~~

~~(Amended by Ordinance/Resolution No. 510 adopted 07/28/2010 and Ordinance Nos. 128 and 125 adopted 07/14/2010)~~

SANITARY SEWER

Objective 6

To extend and increase the capacity of sanitary sewer facilities in a manner that meets future needs and maintains current levels of service.

Policy 6.1: The following level of service standards are adopted for the purposes of determining the adequacy and design capacity for sanitary sewer facilities:

Land Use	Unit	Gallons/Day
Residential	dwelling	300
Hotel/ Resort (general)	keys	180
Luxury/Deluxe/ DVC	keys	230
First Class	keys	180
Moderate/Economy	keys	130
Other Resort	keys	230
Convention Space	square foot	0.20
Support/ Office	square foot	0.20
Retail/General Commercial	square foot	0.25
Restaurant	seat	20
Theme Parks (general)	guest	30
Theme Parks (water)	guest	50

~~(Amended by Ordinance/Resolution No. 510 adopted 07/28/2010 and Ordinance Nos. 128 and 125 adopted 07/14/2010)~~

Policy 6.2: The adopted level of service standards shall be used as the basis for replacing, expanding, or increasing the capacity of sanitary sewer facilities.

Policy 6.3: ~~Development approvals shall be conditioned upon demonstration that the increase in sanitary sewer demand resulting from the development can be met at the time of its occupancy without a reduction in the adopted level of service.~~ No final development approval will be issued for new development unless sanitary sewer services, at the minimum acceptable level of service, are available at the property, or demonstrate that it will be available prior to certificate of occupancy.

Policy 6.4: Development in the ~~RCID~~[CFTOD](#) shall continue to require wastewater collection lines of sufficient size to receive and carry wastewater from all buildings and structures to the District's main system. Minimum ~~gravity sanitary sewer~~ size for lines ~~maintained or owned by RCID will be eight inches in diameter. Non-RCID laterals may be less than eight inches in diameter but not less than four inches~~ shall be specified in the Land Development Regulations.

Policy 6.5: The District shall continue to maintain a treated effluent disposal system which minimizes the potential for surface water pollution. The disposal system should be designed so that a majority of the District's treated effluent can be disposed through the reclaimed water system during dry weather periods.

Objective 7

To maintain levels of effluent quality that meet or exceed state and federal standards.

Policy 7.1: The following annual average effluent quality standards shall be maintained at the RCIDCFTOD wastewater treatment plant:

- 1) 5 mg/l biochemical oxygen demand;
- 2) 5 mg/l total suspended solids;
- 3) 3 mg/l total nitrogen;
- 4) 1 mg/l total phosphorus; and
- 5) pH 6.0 to 8.5.

Policy 7.2: New technologies to improve the quality of wastewater effluent shall continue to be explored as they become available and economically feasible.

Objective 8

To maintain an administrative system that ensures the efficient, safe, and reliable delivery of sanitary sewer services, and ensures that land use and wastewater facility planning are integrated.

Policy 8.1: The RCIDCFTOD shall continue to provide sanitary sewer services to customers within its boundaries.

Policy 8.2: The RCIDCFTOD shall continue to require all new development to be linked to the central wastewater system. New, independent package plants and collection systems serving individual developments shall not be permitted, unless accompanied by a bona fide plan for feasible connection to the central system within five years. Independent package plants and circulation systems may be permitted to treat pools within animal related exhibits at theme parks, provided that their backwashings and other liquid wastestreams are discharged to the sanitary sewer.

Policy 8.3: The RCIDCFTOD shall maintain a Master Utilities Plan which estimates long-term wastewater demand and wastewater facility needs. The District shall update this plan not less than once every five years.

Policy 8.4: The RCIDCFTOD shall continue to ensure compliance with standards in its Land Development Regulations that specify the procedure for delivery of sanitary sewer services to new development.

Policy 8.5: The RCIDCFTOD shall continue its current program of preventive maintenance for the sanitary sewer system.

Policy 8.6: The RCIDCFTOD shall not extend sanitary sewer services to land outside its boundaries unless provided for by interlocal agreements. Wastewater extensions beyond District

boundaries may be considered appropriate if the area to be served will be developed with affordable housing or other uses providing local and regional benefits and consistent with that jurisdiction's comprehensive plan.

Policy 8.7: Septic tanks shall ~~continue to only~~ be permitted ~~only on a temporary basis~~. A detailed plan must be submitted to the District at the time of application with a commitment that the project will be connected to the central wastewater system within five (5) years of final development order. In addition, septic tanks shall only be allowed under the following circumstances:

- 1) residential development with an average gross density of one unit per acre or less, no central sewer available, and demonstration that soils are suitable for septic tank use; or
- 2) free-standing recreational or service buildings more than one-quarter mile from a developed area with average daily wastewater flow not to exceed 1,000 gpd, no central sewer available, and demonstration that soils are suitable for septic tank use.

Policy 8.8: The ~~RCID~~CFTOD shall meet with the major landowners as needed but not less than once a year to discuss pending development plans and their probable impacts on sanitary sewer facility needs.

SOLID WASTE

Objective 9

To increase the capacity of solid waste facilities in a manner that meets future needs and maintains current levels of service.

Policy 9.1: The following level of service standards are adopted for the purposes of determining the adequacy and design capacity of solid waste facilities:

Land Use	Unit	Lbs/Day
Residential	dwelling	11.5
Hotel/ <u>Resort</u> (general)	keys	7.5
Luxury/Deluxe	keys	11.0
First Class	keys	7.5
Moderate/Economy/ <u>DVC</u>	keys	6.0
Value	keys	3.5
Other Resort	keys	6.0
Convention Space	square foot	0.0325
Support/ Office	square foot	0.002
Retail/General Commercial/Restaurant	square foot	0.0325
Theme Parks (general)	park	10 to 20 tons*
Theme Parks (water)	park	0.5 to 1.0 tons*

*depending on size and amenities

~~(Amended by Ordinance/Resolution No. 510 adopted 07/28/2010 and Ordinance Nos. 128 and 125 adopted 07/14/2010)~~

Policy 9.2: The adopted levels of service standards shall be used as the basis for replacing, expanding, or increasing the capacity of solid waste facilities. The primary facility to which the level of service standards shall be applied will be the solid waste transfer station. The service standards may also be used to estimate vehicle fleet requirements and capacity requirements for recycling and processing facilities.

Policy 9.3: ~~Development approvals shall be conditioned upon demonstration that the increase in demand for solid waste services resulting from the development can be met at the time of its occupancy without a reduction in the adopted level of service.~~ No final development approval will be issued for new development unless solid waste services, at the minimum acceptable level of service, are available at the property, or demonstrate that it will be available prior to certificate of occupancy.

Policy 9.4: The ~~RCID~~CFTOD shall continue to transport its commercial and domestic solid wastes to permitted landfill facilities. The transfer of wastes to permitted facilities shall be governed by written service agreements.

Policy 9.5: Growth in solid waste volumes shall continue to be accommodated through expansion of the solid waste transfer station, addition of vehicles and equipment, and development of new facilities for processing, recycling and resource recovery. New landfills may not be

established within the District.

- Policy 9.6: Within new development, sites for solid waste compacting and collection equipment shall be provided in an efficient and cost-effective manner.

Objective 10

To provide capacity to divert at least 50 percent of the Class I waste generated within District boundaries from landfill disposal.

- Policy 10.1: The ~~RCID~~CFTOD shall maintain and expand its program for recycling ~~newspaper, office paper, aluminum cans, glass, and plastics.~~
- Policy 10.2: The ~~RCID~~CFTOD shall promote the processing of lawn and gardening waste, biosolids, food, and other materials.
- Policy 10.3: All new development that employs or houses more than ten people shall be required to set aside areas for source separation of solid waste.
- Policy 10.4: The ~~RCID~~CFTOD shall maintain an effective public awareness and information program to increase and maintain public participation in recycling and waste reduction programs.
- Policy 10.5: The ~~RCID~~CFTOD shall continue to investigate and review the latest available technology for resource recovery and other alternative solid waste management technologies.
- Policy 10.6: The ~~RCID~~CFTOD shall continue to encourage innovative and experimental plans and programs that maximize the efficient collection, storage, handling, disposal, and recovery of solid waste materials.
- Policy 10.7: The ~~RCID~~CFTOD shall continue to explore options for reducing the percentage of construction debris requiring landfill disposal.
- Policy 10.8: The ~~RCID~~CFTOD shall promote the application of new technologies, including waste pelletization, to reduce landfill disposal needs.

Objective 11

To ensure environmental safety in the collection, storage, handling, and disposal of all solid wastes, including hazardous materials.

- Policy 11.1: The ~~RCID~~CFTOD shall prohibit the holding of hazardous materials, as defined by the Florida Substances list, within the 100-year flood plain, and within 200 feet of a designated Section 404 wetland.
- Policy 11.2: The ~~RCID~~CFTOD shall maintain agreements with off-site landfills for the disposal of a majority of the non-recyclable Class III (construction) waste-stream. The existing

construction landfill within District boundaries will not be expanded and will only be used for disposal of small quantities of non-recyclable construction and plant debris, or as a stockpiling area for materials to be recycled.

Objective 12

To maintain an administrative system that ensures the efficient, safe, and reliable delivery of solid waste services.

- Policy 12.1: The District shall ensure that its waste collection, transfer, and landfill transportation system is economical, efficient, and environmentally sound. ~~—On-site collection and transfer services will be provided by a District vehicle fleet.~~ Transfer to landfills may occur by third-party contractors, as provided by service agreements.
- Policy 12.2: The RCIDCFTOD shall continue preparing regular reports indicating the amount of solid waste generated at each major collection point and the percentage of this waste diverted from landfills. This information shall be used to evaluate the need for additional collection and recycling vehicles. The tonnage of waste requiring handling at the transfer station shall be compared to transfer station capacity to determine if additional capacity is needed.
- Policy 12.3: The RCIDCFTOD shall update its transfer station as needed to incorporate new technologies, particularly technologies which reduce the volume of waste requiring landfill disposal.
- Policy 12.4: The RCIDCFTOD shall continue to ensure compliance with standards in its Land Development Regulations that specify the solid waste provisions that must be made in new developments.
- Policy 12.5: The RCIDCFTOD shall meet with the major landowners as needed, but not less than once a year, to discuss pending development plans and their probable impacts on solid waste facility needs.
- Policy 12.6: As needed but not less than once every two years, the District shall assess its waste disposal agreements and ensure that adequate long-range capacity exists at the landfills where its solid waste is disposed.

STORMWATER MANAGEMENT

Objective 13

To correct any stormwater management system deficiencies identified in this Plan, or identified in the future.

Policy 13.1: The following criteria shall be used for determining stormwater management system priorities:

- 1) Flooding projected to occur within existing developed areas in a 10-year storm event.
- 2) Flooding projected to occur within existing developed areas in a 50-year storm event.
- 3) Flooding projected to occur within vacant areas programmed for development in the Future Land Use Element in a 10-year storm event.
- 4) Flooding projected to occur within vacant areas programmed for development in the Future Land Use Element in a 50-year storm event.

Policy 13.2: The District shall, at least biennially, reassess stormwater management system conditions by running its drainage model.

Policy 13.3: The District shall continue to prepare an annual report assessing the operation of its stormwater management facilities and identifying capital improvement needs and operation and maintenance needs.

Objective 14

To achieve and maintain adopted level of service standards for stormwater management.

Policy 14.1: The following level-of-service standards shall be adopted:

- 1) The main District Drainage System shall convey the 50-year, 3-day storm event as determined by the ~~RCID~~CFTOD stormwater model.
- 2) The discharge at S-40 shall be limited to 3,282 cubic feet per second during a 10-year, 3-day storm event.
- 3) Arterial roadways shall remain above the 50-year, 3-day storm event elevation as determined by a stormwater model acceptable to the District.
- 4) The first floor of all habitable structures and public facilities shall be a minimum of one foot above the 100-year, 3-day storm event elevation, as determined by a stormwater model acceptable to the District.

- 5) In accordance with the appropriate [South Florida Water Management District \(SFWMD\)](#) permit, all project sites shall ~~retain the first one inch of runoff, or 2.5 times the site acreage times the percentage of impervious surface, whichever is greater~~ [meet current State water quality standards](#), before discharge to the District's system.

- Policy 14.2: In order to ensure that the level-of-service standards described in Policy 14.1 are maintained as new development occurs, the District shall annually assess the need for facility improvements and shall program capital improvements as required to maintain adopted level of service standards.
- Policy 14.3: When new development is proposed, the District shall require an evaluation of the need for drainage improvements. These improvements may include, but shall not be limited to, construction of on-site detention ponds and modifications to canals and water control structures.
- Policy 14.4: Any canal realignment or water control facility relocation proposed in conjunction with new development shall ensure that the adopted levels of service are maintained.
- Policy 14.5: The District shall ensure that no development occurs within the 100-year floodplain, unless compensating storage is provided within the sub-basin, and the flood carrying capacity of the floodway is maintained.
- Policy 14.6: In order to ensure that the level of service standards described in Policy 14.1 are achieved, all stormwater management permit applications proposing to use the benefits of the [RCIDCFTOD](#) Conceptual Stormwater Permit shall be approved by the District prior to submission to the South Florida Water Management District. The District shall require stormwater permit applications to include sufficient data and exhibits to ensure that the level of service standards are not exceeded. ~~(Amended by Ordinance/Resolution No. 510 adopted 07/28/2010 and Ordinance Nos. 128 and 125 adopted 07/14/2010)~~
- Policy 14.7: All stormwater discharges from sources outside the District shall limit their drainage contributions into the District to the amount contributed prior to development occurring on the parcel.
- Policy 14.8: All stormwater discharges from sources outside the District shall meet the standards found in Chapter 62, Florida Administrative Code.
- Policy 14.9: The District shall require a Drainage Agreement and collection of a use fee for any drainage entering the District in accordance with Circuit Court Order #66-1061, Section IV in Osceola County or Circuit Order #66-1061, Section V in Orange County, as is appropriate. In those cases where a SFWMD analysis is required a copy of the SFWMD permit shall be delivered to the District upon issuance by SFWMD, and in those cases where the SFWMD analysis is not required, the District shall require a report similar to that prepared by the SFWMD prior to executing a drainage agreement. ~~(Amended by Ordinance/Resolution No. 510 adopted 07/28/2010 and Ordinance Nos. 128 and 125 adopted 07/14/2010)~~

- Policy 14.10: All drainage within the District or contributing to the District's Drainage system shall be required to be consistent with the five-year schedule of capital improvements in the RCID/CFTOD Comprehensive Plan Capital Improvements Element and updated annually during the budget review process; or meet pre-development stormwater discharge standards; or include total funding for the required improvements. ~~The geographic area covered by Policies 14.7 through 14.11 is shown in Figure 5-5.~~
- Policy 14.11: All requests for modifications to the SFWMD Surface Water Management Permit shall be submitted to the District for review and approval and shall be accompanied by appropriate text and drawings signed and sealed by a civil engineer registered in Florida and practicing under F.S. Chapter 471.
- Policy 14.12: The District's drainage model shall include a maximum area within District boundaries that may be covered by impervious surfaces. All new development shall be reviewed to ensure that it does not cause this maximum to be exceeded. The maximum may be modified in conjunction with the annual update of the District's drainage model.

Objective 15

To continue a maintenance and inspection program which ensures that existing stormwater management facilities are maintained.

- Policy 15.1: Bridges over the ~~RCID's~~CFTOD's waterways shall be inspected at least biennially to ensure that their structural integrity is maintained.
- Policy 15.2: Drainage structures and levees shall be inspected at least semi-annually to guarantee proper maintenance and ensure that their structural integrity is maintained.
- Policy 15.3: Any improvements necessitated by the inspections described in Policies 15.1 and 15.2 shall be included in the annually updated Capital Improvements ~~Element~~Plan, unless such improvements are regular maintenance or repair expenses.
- Policy 15.4: ~~The~~As necessary, the District shall conduct periodic major cleanouts of its canal system. ~~Where warranted by the scale of the cleanout, these projects may be scheduled as capital improvements.~~

Objective 16

To retain the unimproved portion of Reedy Creek in its natural condition.

- Policy 16.1: Except as required at roadway bridge crossings, there shall be no structural improvements made to the portion of Reedy Creek south of the L-410 Canal.

Policy 16.2: Any future crossings of Reedy Creek south of the L-410 canal, and any improvements to existing crossings in this area, shall be designed to minimize impacts to the creek and adjoining wetlands and shall not reduce the carrying capacity of the floodway.

Cross Reference:

†See Conservation Element Policy 7.2 for discussion of the wetland buffer zone along Reedy Creek.†

Objective 17

To maintain stormwater pollution control measures which ensure compliance with state and federal pollution control standards.

Policy 17.1: The District shall ensure that Best Management Practices are used during construction to preclude degradation of the stormwater management system.

Policy 17.2: Any stormwater quality standards to be adopted by the ~~RCID~~CFTOD shall be at least as stringent as those identified in its National Pollution Discharge Elimination System (NPDES) permit, or the successor to this permit.

Central Florida Tourism Oversight District
City of Bay Lake
City of Lake Buena Vista
COMPREHENSIVE PLAN
2045

INFRASTRUCTURE
ELEMENT

Part B:
Supporting Data and Analysis

PURPOSE

The Infrastructure Element of the Central Florida Tourism Oversight District Comprehensive Plan addresses the provision of potable water, wastewater, solid waste, and stormwater management services in the CFTOD.¹ This element is divided into four subelements, corresponding to the topic headings listed above. Each subelement includes an analysis of existing conditions, a projection of future conditions based on the development scenario described in the Future Land Use Element, and a description of needed capital improvements.

The data and analysis in this element focus on five-year (2030) and ten-year (2035) timeframes. The five-year timeframe coincides with the Capital Improvement Program (CIP) years (FY 2026 - FY 2030) for consistency. The District will prepare an annual update of the CIP, incorporating the 5-year Schedule of Capital Improvements, which shall be reviewed annually and adjusted by ordinance during the budget review process.

POTABLE WATER

OVERVIEW

Note: In accordance with Section 119.071(3), Florida Statutes, maps of the CFTOD water supply and distribution system are not provided herein due to the sensitive nature of these facilities and the security thereof.

Central Florida Tourism Oversight District is the sole provider of water services for the District. All of the District's water facilities are located within its boundaries and all development is connected to the central water system. Currently, the service area is contiguous with the District boundary, with the exception of the Emerald Grove apartments, formerly owned by Disney for college student housing and to the former CrossRoads retail, dining, and entertainment area just outside the District boundaries now part of the I-4 Beyond the Ultimate project, which were formerly within the District and then de-annexed. The District also delivers wholesale water services under an interlocal agreement with Orange County to the Northeast Resort Parcel which was de-annexed in 2008 and the Flamingo Crossings College Housing Parcels which were de-annexed in 2018. Some of the more remote and undeveloped portions of the District lack direct access to potable water infrastructure at this time.

The area receiving services contains two separate subdistricts. In general, Subdistrict I serves the City of Bay Lake and Subdistrict II serves the City of Lake Buena Vista. The central water system currently accounts for 99 percent of the pumping capacity in the CFTOD; independent wells account for less than one percent. Additional water is provided for non-potable purposes through a reclaimed water system originating at the wastewater treatment plant. This system is described later in this element (see "Reclaimed Water System").

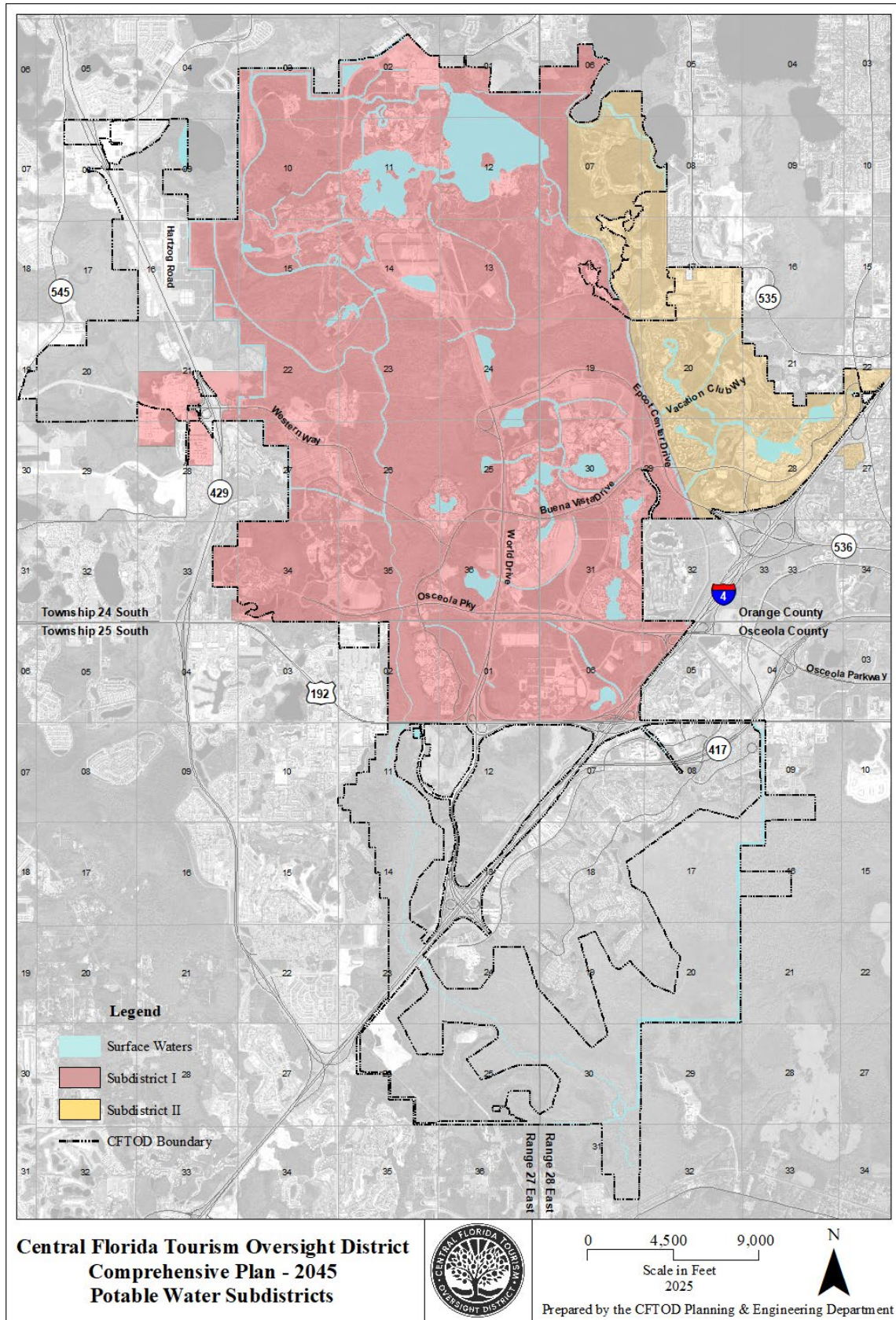
The predominant land uses served by potable water are similar in both subdistricts. These uses are

¹ *The Groundwater Recharge Subelement is contained within the Conservation Element.*

characterized by large-scale resort and entertainment complexes and support service areas. There are no major residential, industrial or agricultural water users. Each subdistrict contains several areas of concentrated development, other areas that have yet to be developed, and areas reserved for long-term open space. Most of the service demand in Subdistrict I is associated with the four major theme parks and related resorts. Water from the Subdistrict I system is also used at the service area north of the Magic Kingdom, the Fort Wilderness Resort and Campground, Disney's Wide World of Sports Complex, and Blizzard Beach Water Park.

Subdistrict II is about half as large as Subdistrict I and comprises fewer acres of developed land. It includes the Hotel Plaza Boulevard resorts, the Disney Springs retail, dining, and entertainment complexes, office uses, the Administration Area, the Typhoon Lagoon Water Park, Old Key West Vacation Club, and the Saratoga Springs Vacation Club. Irrigation systems at the Lake Buena Vista golf course have been converted from independent groundwater wells to the reclaimed water system. The District is obligated to provide potable water and wastewater service from the Subdistrict II system until 2040 to Emerald Grove apartments, formerly owned by Disney for college student housing and to the former CrossRoads retail, dining, and entertainment area just outside the District boundaries now part of the I-4 Beyond the Ultimate project. All other Subdistrict I and II water users are within District boundaries. The boundaries of Subdistricts I and II are shown in Figure 5-2.

Figure 5-1: CFTOD Potable Water Subdistricts



REGULATORY FRAMEWORK

The federal Safe Drinking Water Act (Public Law 93-523) directed the U.S. Environmental Protection Agency (EPA) to establish minimum standards for potable water. These standards are divided into "primary" (required for public health) and "secondary" (recommended for aesthetic quality). Florida subsequently adopted the Florida Safe Drinking Water Act (403.850, Florida Statutes); the Florida Department of Environmental Protection (FDEP) is responsible for implementing this act. FDEP has promulgated rules classifying and regulating public water systems (Chapter 62-550, Florida Administrative Code). The South Florida Water Management District is responsible for managing water supplies to meet existing and future demands and issuing permits for consumptive use.

WATER SOURCES

Both subdistricts receive their water supply from the Upper Floridan Aquifer (UFA). Groundwater is pumped to the central system from 8 wells, with depths varying from 350 to 900 feet. Water quality is excellent and requires only chlorination to meet state and federal drinking water standards. Extracted potable water is replenished principally by rainfall and by groundwater flow from recharge areas south and west of the District.

Subdistrict I

Subdistrict I is divided into northern and southern regions. Water is provided by Pump Station A in the north and by Pump Stations B and D in the south. The characteristics of the Subdistrict I wells are listed in Table 5-1.

Pump Station A, north of the Magic Kingdom, is fed by Wells 9 and 10. The wells have been operational since 1970. The two active wells have a combined capacity of 8,000 gallons per minute (gpm), while the pump station has a firm capacity of 12,000 gpm.

Table 5-1: Characteristics of Subdistrict I Potable Wells

Subdistrict I		
Well Number	Capacity (gpm)	Pump Station Served
2A	3,000	B
9	4,000	A
10	4,000	A
17	3,500	B
18	4,000	B or D
19	4,000	D
<i>Independent wells</i>		
11	40	<i>Irrigation for Bay Court</i>
14	(*) 2000	N/A
13	(*) 3000	N/A
20	(**) 500	N/A

Notes:

(*) indicates reclaimed water augmentation well – back-up to reuse system only

(**) indicates irrigation well

Pump Stations B and D are located in the vicinity of Disney's Hollywood Studios and the All Star Resorts respectively. Pump Station B is fed by Wells 2A, and 17 and has a firm capacity of 6,500 gpm. Well 2A has been operational since 1982, and Well 17 became operational during 1989. Water is chlorinated at an adjacent ground storage reservoir and is boosted to system pressure (90+ psi) by high service pumps. Well 2 was abandoned for the Toy Story Land project at Disney's Hollywood Studios and Well 21 was abandoned to improved production of nearby Toho well.

Wells 18 and 19 are located on the south side of Osceola Parkway west of World Drive. Well 19 feeds Pump Station D, and Well 18 can be routed to either Station B or D, depending on a valve choice.

With emergency and inactive wells excluded, the Subdistrict I wells have a combined pumping capacity of about 22,500 gpm. Wells 13 and 14 serve as backup supplies to the reclaimed water system and cannot provide water to the potable system with the current piping arrangement.

Two independent wells (11 and 20) in Subdistrict I serve small areas not linked to the central water system. Well 11 provides irrigation for the mobile homes on the north shore of Bay Lake. Well 20 provides irrigation water to support facilities in the Bear Island Road area, including the tree farm, and is used as an indirect augmentation source to the reclaimed water system should demands exceed supplies. Well 20 is typically inactive since the area is serviced with reclaimed water.

Subdistrict II

Wells 6, and 16 provide the major source of water in Subdistrict II. Wells 6 and 16, with a cumulative pumping capacity of 7,500 gpm, pump groundwater to Pump Station C. The Pump Station has a firm capacity of 10,200 gpm and is located on the east side of Buena Vista Drive near the Saratoga Springs. Well 5 was abandoned due to low production.

With emergency and inactive wells excluded, wells in the Subdistrict II system have a cumulative pumping capacity of 7,500 gpm. Water is provided at a pressure of 65+ psi.

The characteristics of the Subdistrict II wells are listed in Table 5-2.

Table 5-2: Characteristics of Subdistrict II Potable Wells

Subdistrict II		
Well Number	Capacity (gpm)	Pump Station Served
6	3,500	C
16	4,000	C

Surface Water Withdrawal

Until the mid-1990s, the District relied heavily on surface water to irrigate golf courses in the Magic Kingdom vicinity; however, since 1998, no surface water has been used for golf course irrigation and all irrigation needs have been met with reclaimed water.

STORAGE AND PRESSURE SYSTEMS

To augment the water production facilities during peak periods, there are five storage reservoirs (three in Subdistrict 1 and two in Subdistrict II) with a combined capacity of 7.75 million gallons. Subdistrict I has approximately 75 percent of the storage capacity, with the balance in Subdistrict II. Each reservoir is accompanied by pumping and booster stations for pressurization. With the exception of Pump Station “A” which is fed from two independent power sources, the pumps are equipped with emergency diesel-powered generators for system reliability.

Subdistrict I

Wells 2A, and 17 (and sometimes 18) pump directly into a 2.0 million gallon concrete reservoir located adjacent to Pump Station "B." The pump station pressurizes the distribution system via six 3,000 gpm booster pumps. Wells 9 and 10 pump water to a 2.5 million gallon concrete reservoir located adjacent to Pump Station "A." The pump station provides pressure to the distribution system using five 3,000 gpm high service pumps. Water from Wells 18 and 19 is stored in a 1.25 million gallon reservoir at Pump Station "D."

Subdistrict II

There are two reservoirs adjacent to Pump Station "C" (which is adjacent to Well 6), each with a capacity of one million gallons. Six booster pumps with a combined capacity of 10,200 gpm withdraw water from the reservoir and provide the operating pressure for the distribution system. These booster pumps provide the primary water supply for Subdistrict II.

DISTRIBUTION SYSTEMS

The distribution system consists of a looped network comprised predominantly of polyvinyl chloride (pvc), and ductile iron pipes ranging in size from 4 to 24 inches. The water system is equipped with valves that permit segments of the system to be isolated for repairs without disrupting service.

The northern and southern areas of Subdistrict I are connected by a 20-inch main along World Drive. In the northern area, Pump Station "A" delivers water through one loop serving the Magic Kingdom and another serving the surrounding resorts. The Fort Wilderness area is served by lines that branch off the second loop. In the southern area, Pump Stations B and D also deliver water to looped systems serving various activity areas. Subdistrict II uses two main loops to serve development in the Lake Buena Vista area.

The two subdistricts are interconnected at three locations to let water flow from more than one direction during emergencies and other high demand periods. The pipe sizes in the major looped system range from 12 to 30 inches in diameter. The majority of the pipes larger than 12 inches are constructed of cement-lined ductile iron pipe, and the smaller pipes are PVC or HDPE. Nearly 700 isolation valves are located throughout the water distribution system to allow for repair and maintenance without shutdowns, and fire hydrants are located throughout the system to provide for fire protection.

FIRE FLOWS

A major service provided by the distribution system is water for fire protection. In many cases, the demand imposed by fire protection dictates the design parameters for the system. A required fire flow of 3,500 gpm has been established for the CFTOD, based on Insurance Service Office (ISO) guidelines. The minimum acceptable system pressure during highest flow conditions has been established at 30 psi. Requirements for water storage are also related to fire flow needs. A four-hour duration for the needed fire flow plus net system demand has been established for each pump station. Most of the wells have emergency power supplies. Fire hydrants are located throughout the distribution network, providing sufficient coverage for fire protection.²

CAPACITY AND DEMAND

If all the wells connected to the central system were to operate concurrently at their maximum capacity, the system would produce 59,760,000 gallons per day.³ It is extremely unlikely that all wells and pump stations would ever operate at their design capacity simultaneously. However, even with several wells and a pump station out of service the system is capable of pumping a larger amount of water than what is permitted for withdrawal by the District's Water Use Permit. The South Florida Water Management District (SFWMD) issued a renewed consumptive water use permit to the District in June 2007, allowing a peak month withdrawal of 933.9 million gallons. The SFWMD further allows an annual withdrawal of 8.552 billion gallons of water, or 22.2 million gpd on an average day. Average-day withdrawal in 2024 was 16.66 MGD. The 2020 average day withdrawal of 11.56 MGD reflects COVID 19 business closures. The expiration date of the District's permit is June 14, 2027.

Table 5-3 indicates the amount of water consumed on a yearly basis from 1991 through 2023. Table 5-3 also indicates the peak-month water demand during this time. Consumption steadily increased from 12.92 MGD in 1994 to 19.95 MGD in 2000, then declined sharply in 2001 to 14.61 MGD. The decline is attributed to changes in the economy following 9/11, imposition of water restrictions due to drought, and conversion of additional areas to reclaimed water. As the economy recovered during 2002 through 2006 demand began to once again increase, but declined slightly with the "great recession." Demand has increased moderately during the ensuing years, but remains well below the highest average daily withdrawal recorded in 2000.

"Peaking factors" have been developed by the District to estimate water needs during periods of maximum demand. These factors reflect the ratio of water use during a peak day (or peak hour) to average day (or average hour) demand and are used for more detailed design studies of water infrastructure needs. Peak-day peaking factors range from 1.3 to 1.8, depending on land use; peak-hour peaking factors are as high as 6.0 for the water parks and are in the range of 2.0 to 3.0 for most uses.

² Wells 2, 2A, 6, 9, 10, 16, 17, 18, 19, and 21 have emergency power provisions

³ The combined capacity of Pump Stations A, B, C, and D is about 43,000 gpm. The pump stations are designed for maximum fire flow needs, while the wells are designed for peak-day needs.

Table 5-3: Annual Potable Water Use Characteristics: 1992 through 2024

Year	Average Daily Withdrawal (MGD)	Average Day in Peak Month (MGD)
1992	13.36	15.83
1993	13.17	15.72
1994	12.92	15.26
1995	14.16	16.84
1996	15.14	17.98
1997	16.48	18.40
1998	18.64	23.69
1999	19.18	22.10
2000	19.95	25.07
2001	14.61	16.56
2002	14.32	18.11
2003	13.47	14.89
2004	14.83	16.67
2005	15.39	17.87
2006	16.48	18.71
2007	15.85	17.53
2008	15.55	17.18
2009	16.23	17.18
2010	16.52	19.02
2011	16.21	18.17
2012	16.62	18.31
2013	16.73	17.88
2014	16.66	18.24
2015	17.14	18.43
2016	17.63	18.85
2017	16.73	18.54
2018	16.07	17.03
2019	16.37	17.79
2020	11.56	15.12
2021	12.99	14.63
2022	16.09	17.70
2023	16.47	17.36
2024	16.66	18.05

OPERATION AND MAINTENANCE

All water facilities in the District are maintained in excellent condition. Water quality is monitored regularly in accordance with state and federal procedures (the Conservation Element may be consulted for additional information on water quality). The District regulates land uses and activities within a 500 foot radius around each of its wells to ensure that the potable water supply remains reliable.

10-YEAR WATER SUPPLY FACILITIES WORK PLAN

Introduction (The 2022 plan has been updated to include data and projections corresponding to the Comprehensive Plan's 2030, 2035, and 2045 requirements.)

The District is located within the planning area of the Central Florida Water Initiative (CFWI), a collaborative project of the three Water Management Districts (Southwest, South, and St. Johns) having authority over the region. Historically, groundwater from the Floridan Aquifer system has supplied the majority of the water used within the CFWI planning area. However, withdrawals from this traditional water source are already causing adverse impacts in areas of Central Florida where withdrawal have reached and in some cases exceeded sustainable limits. Total water demand is projected to increase from an average of 800 MGD to 1,100 MGD in 2035. It is estimate that an additional 50 MGD could be supplied by traditional groundwater withdrawal, but only with coordinated management strategies to address unacceptable environmental impacts. Consequently, the CFWI planning area is facing a deficit of 250 MGD that will need to be met through increased water conservation and non-traditional alternative water supplies.

In accordance with the requirements of Section 163.3177(6)(c), Florida Statutes, the Central Florida Tourism Oversight District (CFTOD) prepared its first 10-Year Water Supply Facilities Work Plan in 2016 and updated it in 2022. The 2022 Water Supply Facilities Work Plan has been updated and included within this Infrastructure Element.

WATER CONSERVATION MEASURES AND RECLAIMED WATER SYSTEM

Overview

The District has instituted a number of measures to reduce per capita water consumption. While the total volume of water consumed is projected to increase with development and attendance, the rate of increase is likely to drop as per capita use declines. The installation of water-saving plumbing fixtures, required by the CFTOD building and plumbing codes, will make an important contribution to conservation. Implementation of a drought management plan, continued development of the reclaimed water system, and increased emphasis on native vegetation in landscaping will also help mitigate future demands.

The District's 2006 application for renewal of its water use permit outlined the following conservation measures:

- Limitation of turf and ornamental irrigation to hours when evaporation is lowest.
- Use of Xeriscape (Florida Friendly Landscaping) principles (adopted in the District's Land Development Regulations).
- Requiring water saving plumbing in new construction.
- A preventative maintenance program that ensures leaks are detected and fixed.
- Requirements for rain-sensor overrides for new turf grass sprinkler systems.
- The use of reclaimed water for landscape irrigation and for theme park wash-down.

The most significant conservation measure implemented during recent years is the development of a reclaimed water system, discussed below.

Reclaimed Water System

Construction of a reclaimed water system began in the early 1990s. Tertiary-quality effluent from the wastewater plant is distributed through a network of mains to irrigate turf grass, golf courses, and roadway and development landscaping throughout the District. Reclaimed water use in 2024 averaged 6.33 MGD and has fluctuated between a low of 4.93 MGD in 1998 and high of 6.53 MGD in 2007. Reclaimed water is meeting less than 30% of the District's water resource needs. The District expects to continue to rely on its reclaimed water system and anticipates it will eventually provide over one-third of the District's future water resource needs.

The reclaimed water system consists of pumps and a network of distribution mains. Storage is provided by three 5.0 million gallon tanks adjacent to the wastewater plant and by a privately-owned pond at the Four Seasons golf course. Additional storage capacity is planned. A pump station at the storage tanks delivers water to the distribution system and to the storage pond. A 42-inch line extends from the wastewater plant area east to World Drive, where it branches into several lines serving development areas.

The District has determined that existing demand for reclaimed water exceeds 7.0 MGD (annual average), and could potentially be as high as 11.0+ MGD upon "buildout" of future development areas. Extension of the system to established development areas will be required to realize this potential.

Reclaimed water use exhibits much greater seasonal variations than potable water use, since much more irrigation water is required during hot and dry periods than during cool or wet periods. During periods of drought, less effluent is directed to the rapid infiltration basins and more is directed to the reuse system; conversely, during periods of wet weather, the rapid infiltration basins receive the larger share of water.

Potential Future Conservation Measures

The District continues to explore other methods of water reuse and conservation.

WATER DEMAND PROJECTIONS

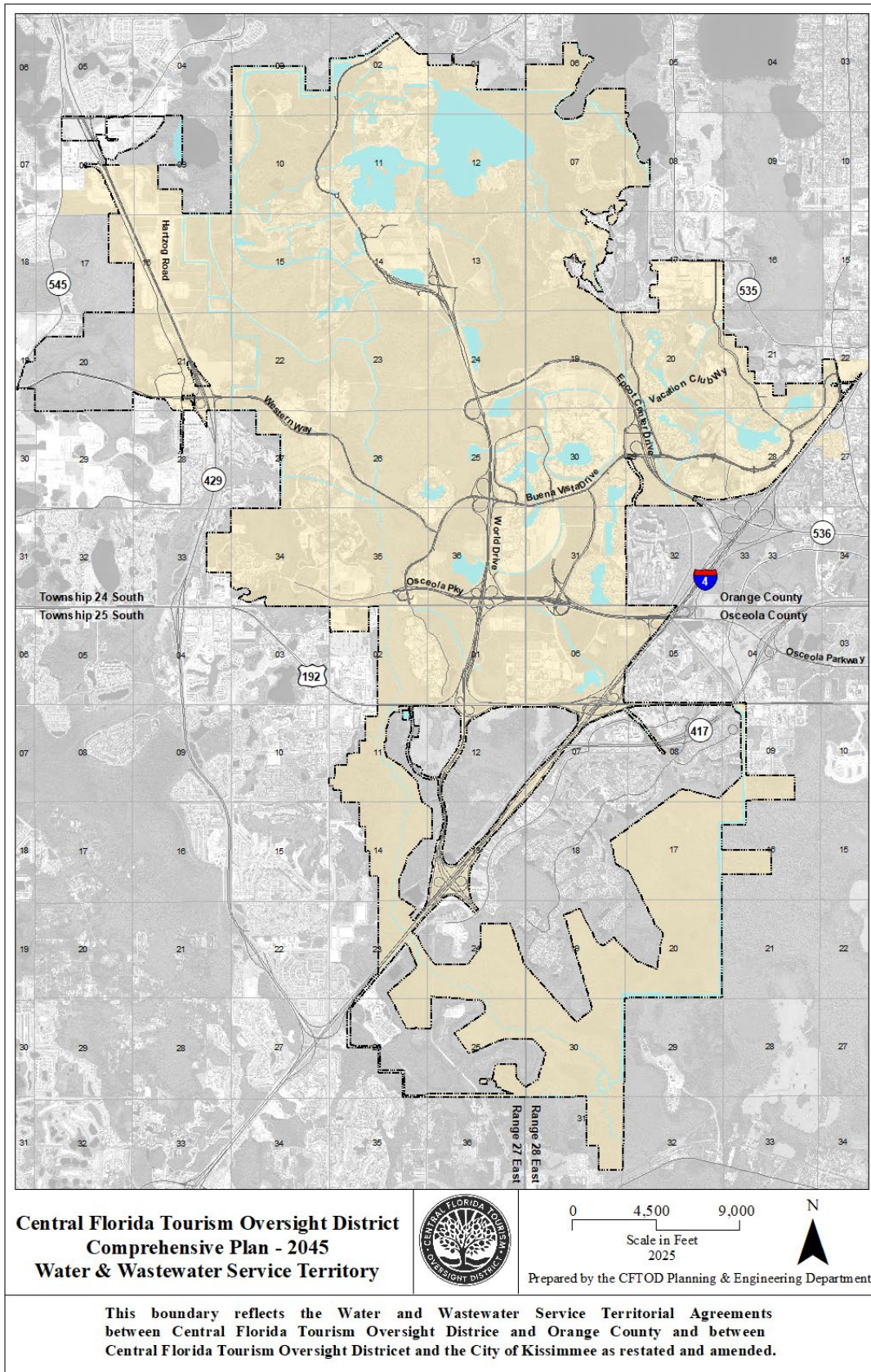
Potable Water

CFTOD was issued Water Use Permit, Number 48-00009-W, by the SFWMD in June 2007, which expires in June 14, 2027. This permit has an annual allocation of 8,103 million gallons (MG) – which equates to an average day use of 22.2 MGD – and maximum monthly allocation of 933.888 MG (about 31 MGD average day flow for the maximum month). The permit contains a number of limiting conditions; one that specifically applies to water supply planning is Condition No. 25:

Should the Permittee determine that the groundwater allocations in this permit are insufficient to meet its demands beyond 2013, the Permittee shall also develop, in partnership with other Permittees or by itself, one or more Alternative Water Supply (AWS) source(s) needed to meet all of the Permittee's public supply water demands through 2027 that are not met by the allocations authorized by the District.

CFTOD does not purchase water from other utilities and is entirely self-sufficient in water supply and distribution. With just a few exceptions, CFTOD serves only those customers within its territorial boundary. Those exceptions are served under a territorial service agreement between CFTOD and Orange County.

Figure 5-2: CFTOD Water Service Territory



Reclaimed Water

By the early 1990's, discharge of treated wastewater to surface waters was on the decline in Central Florida due to permitting pressures. CFTOD was one of many utilities that began construction of zero-discharge types of wastewater reuse systems in response to the permitting constraints. The first of these for CFTOD was a groundwater recharge system that consisted of 85 Rapid Infiltration Basins (RIBs). These basins allow highly treated wastewater to percolate through surficial sands which overlay the UFA. This practice provides some return of the withdrawn groundwater to its source. Studies by the USGS (O'Reilly et al) demonstrated that approximately 70% of the applied water to the CFTOD RIBs reached the UFA as recharge. The balance recharges the surficial aquifer.

A second zero-discharge system was employed by CFTOD in 1993 – the reclaimed water distribution system, which provides water for non-potable purposes, principally irrigation of turf grass and landscaping and theme park wash down. This system has grown annually in size and extent since the initial backbone of the piping was installed in the early 1990's. The reuse system, as it is commonly known, provides 25% to 30% of the District's water resource needs and is used by 80% of the irrigated areas throughout the District. The distribution system rivals that of the potable system in extent and line size and is operated at the same pressure. New development within CFTOD is required to connect to the system. Because of these attributes, the reuse system has become a second water supply source for CFTOD.

Level of Service Standards

Level of service standards for potable water are shown in Table 5-4. The level of service standards differentiate between the various classes of hotels and resorts (luxury/deluxe/interval ownership, first class, and moderate/economy/campgrounds), and between theme parks and water parks. These standards are used when evaluating potable water use for all proposals for future development.

Table 5-4: Level of Service Standards for Potable Water

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

Demand Forecast – Potable Water

Means and methods for demand predictions with CFTOD are atypical. CFTOD's customer base is almost entirely commercial in nature (99+ %) and grows in response to planned developments by the principal landowners. There is virtually no residential development within CFTOD and the District has no plans for future residential service. The commercial development consists of guest accommodations (hotels and resorts), theme parks, water parks, support facilities, employee offices, as well as typical commercial activities such as restaurants, retail shops, and gas stations. Because of the nature of the customer base within CFTOD the normal methods of predicting demand from population growth by traffic zone does not apply to CFTOD. Instead, CFTOD has worked with the landowners to determine the appropriate pace of future development and predicted water supply needs on this basis.

For the Water Use Permit from SFWMD, CFTOD predicted a potable water demand of 23.8 MGD for the 2026 timeframe in the permit application. This demand was based on the summation of the planned and existing commercial development. CFTOD's Water Use Permit was issued based on the demand forecasts for the year 2013 - 22.2 MGD. Therefore it seems logical to assume that the demand for 2045 will be somewhere between these two figures (22.2 MGD and 23.8 MGD).

Table 5-5: CFTOD Water Supply Wells in SFWMD Water Use Permit 48-00009-W

Well ID	Pump Station	Diameter (in)	Total Depth (ft bls)	Cased Depth (ft bls)	Pump Design Capacity (gpm)	Pump Type	Pump Intake Elevation (ft bls)	Status	Year Drilled	Original Specific Capacity (gpm/ft @ rate, gpm)
<i>Existing Active Potable Public Supply Wells</i>										
9	A	24	900	186	4,000	Electric Turbine	60	Active	1969	500 @3500
10	A	24	340	18.7	4,000	Electric Turbine	60	Active	1969	380 @3500
2A	B	18	500	15.7	3,000	Electric Turbine	60	Active	1980	n/a
1.7	B	24	.700	153	3,500	Electric Turbine	30	Active	198.7	2884@3000
6	C	24	485	164	3,500	Electric Turbine	53	Active	1969	456 @3500
16	C	12	900	163	4,000	Electric Turbine	60	Active	19.73	842 @3511
18	D	24	.700	160	4,000	Electric Turbine	60	Active	1993	.769 @4000
<i>Future Proposed Potable Public Supply Wells</i>										
22		24	600	350	4,000	Electric Turbine		Future		
23		24	600	350	4,000	Electric Turbine		Future		

Table 5-6 below provides a projection of the maximum potable water demand through 2045.

Table 5-6: Projected Maximum Potable Water Demand (million gallons per day)

Year		Average Day)	Gallons withdrawn per year (billions)	Peak-month factor	Average day in peak month
December 31, 2024		16.660	6.081	1.25	18.05
	Development (2025)	0.216			
	Attendance Growth (2025)	0.228			
December 31, 2025		17.104	6.243	1.25	21.380
	Development (2026-2030)	0.764			
	Attendance Growth (2026-2030)	1.131			
December 31, 2030		18.999	6.935	1.25	23.749
	Development (2031-2035)	0.764			
	Attendance Growth (2031-2035)	1.131			
December 31, 2035		20.894	7,626	1.25	26.117
	Development (2036-2045)	0.684			
	Attendance Growth (2036-2045)	1.131			
December 31, 2045		22.709	8.289	1.25	28.386
Permitted Withdrawal (SFWMD)		22.200	8.103	1.25	27.75
Projected 2045 Deficit		0.509			

Note: Figures do not reflect potential reduced withdrawal due to implementation of the Districts 10-Year Water Supply Facilities Work Plan program which is projected to reduce withdrawals by 0.946 MGD by 2031, thus keeping the District in compliance with its permitted withdrawal.

Table 5-6 above is a summary of the projected demands by development category for CFTOD for the Comprehensive Plan 2045 timeframe based on the development of all potential projects that could be permitted under the *Future Land Use Table 2-1: Development Maximums – Through 2045*. This is an aggressive development plan. Historically, the level of development within the District parallels economic conditions, so any social and financial disruptions influencing tourism could periodically reduce the demand for potable water.

CFTOD's groundwater withdrawals and the estimated withdrawal have thus far fallen below the *Central Florida Water Initiative Regional Water Supply Plan 2015* estimates for **CFTOD**:

Demand Projections MGD					
2010	2015	2020	2025	2030	2035
16.50	18.20	20.60	22.50	23.60	24.70

Demand Forecast – Reclaimed Water

Because reclaimed water plays such a vital role in the water resources of the District, it is prudent that the supply and demand forecast for this resource be included in the analysis. Table 5-7 below indicates the historic consumption of reclaimed water to meet non-potable purposes and the amount of water discharged to the RIBs. Table 5-7 also indicates the contribution that reclaimed water makes to the total water resource picture for CFTOD.

Table 5-7: Historic Use of Reclaimed Water

Year	Volume to Reuse (MGD AADF)	Volume to RIBs (MGD AADF)	Total Wastewater Volume (MGD AADF)	Total Potable or Groundwater Volume (MGD AADF)	Percent of Total Demand Met by Reuse System	Percent of Wastewater Returned from Potable Water Consumed
1998	4.93	5.78	10.71	18.64	20.93	57.46
1999	5.29	5.61	10.91	19.18	21.64	56.89
2000	6.19	4.58	10.76	19.95	23.67	53.93
2001	5.92	3.97	9.90	14.61	28.84	67.76
2002	5.84	4.31	10.15	14.32	28.98	70.88
2003	5.21	5.10	10.31	13.47	27.89	76.54
2004	5.90	5.58	11.48	14.83	28.42	77.41
2005	5.75	5.42	11.17	15.39	27.19	72.58
2006	6.42	4.72	11.14	16.48	28.03	67.60
2007	6.53	5.89	12.42	15.85	29.17	78.36
2008	6.08	5.81	11.89	15.55	28.10	76.46
2009	5.95	5.69	11.64	16.23	26.82	71.72
2010	5.81	6.29	12.10	16.52	26.02	73.24
2011	6.01	5.59	11.60	16.21	27.05	71.56
2012	6.03	6.33	12.36	16.62	26.63	74.37
2013	5.72	7.15	12.87	16.73	25.48	76.93
2014	4.96	8.32	13.28	16.66	22.93	79.71
2015	5.02	8.47	13.49	17.14	22.65	78.70
2016	5.79	7.76	13.55	17.63	24.72	76.86
2017	6.47	7.80	14.26	16.73	27.88	85.24
2018	5.85	8.30	14.15	16.07	26.68	88.05
2019	6.23	8.07	14.33	16.37	27.57	87.54
2020	5.35	5.22	10.35	11.56	31.64	89.53
2021	5.98	5.99	11.96	12.99	31.52	92.07
2022	5.45	8.13	13.57	16.09	25.30	84.34
2023	6.29	5.81	12.12	16.47	27.64	73.59
2024	6.33	6.75	13.06	16.66	27.53	78.39

The last column of the table indicates the percentage of wastewater generated from consumed potable water. The overall trend in percent returned wastewater should increase as the CFTOD policy that requires new development to use reclaimed water for non-potable purposes is in effect at a larger percentage of new developments. New resort developments generally generate sufficient wastewater to cover their

reclaimed water demands. The percentage for 2017 through 2022 are overstated as the increase in wastewater was the result of the District's acceptance of Horizon West's wastewater from Orange County prior to their Hamlin Wastewater Treatment Plant coming online in 2022..

In the CFTOD Water Use Permit, condition number 28 requires that CFTOD use at least 30% of its treated wastewater for aquifer recharge via the RIBs. During the last ten years between 2.11 MGD and 4.43 MGD of excess treated wastewater was discharge to the RIBs that could have been used to satisfy non-potable demands still being served with potable-water.

SUPPLY DEFICIT PLANNING

There are numerous ways for CFTOD to plan for meeting the forecast supply deficit for 2045. These include:

- Seeking additional groundwater allocation from the UFA
- Seeking additional groundwater from the Lower Floridan Aquifer (LFA)
- Conservation and demand reduction
- Conversion of non-potable uses to reclaimed water
- Development of alternative surface water supplies (Kissimmee River or St. Johns River)
- Brackish and salt water sources
- Purchase water from a neighboring utility

For the past 15+ years, CFTOD has been evaluating these options and has concluded the following:

- It is unlikely that the UFA will be allocated for any additional withdrawals, since modeling results indicate that impacts to wetlands and surface waters will not be acceptable for volumes beyond the 2013 allocations currently permitted.
- Conservation is a viable and easily implemented option and will continue to be a mechanism and practice for CFTOD. However, CFTOD has had conservation measures in place for over two decades and believes that most of the gains have been realized. A summary of the key changes are as follows:
 - The CFTOD *EPCOT Plumbing Code*, Section 604.4, requires the use of low water using plumbing fixtures in new construction.
 - Per CFTOD Resolution 370, irrigation with potable water is not allowed between the hours of 10:00 AM and 4:00 PM. This was subsequently modified by CFTOD Resolution 479 to also limit irrigation to two (2) days per week in accordance with 40E-24.201 Year-Round Landscape Irrigation Conservation Measures. (CFTOD is exempt for 12.66 acres owned by the District irrigated with potable water utilizing a weather and evapo-transpiration (ET) irrigation based control system.
 - CFTOD Land Development Regulation 4-50.4 requires all new irrigation systems to use reclaimed water for irrigation if available or use highly drought tolerant Florida friendly landscaping plants.

- As a result of the 2000-2001 drought, the theme parks within CFTOD stopped using potable water for hardscape wash-down and converted to reclaimed water. Also all non-recirculating fountains /water features within CFTOD were converted to re-circulating or were discontinued. These practices have continued since the end of the drought.
- The bulk of the irrigation within CFTOD, including reclaimed irrigation, is controlled by a computerized system that only applies that amount of water necessary to meet the plant requirements. This helps ensure that irrigation is as efficient as possible.

Due to the extent of the above measures, it is believed that future additional conservation measures will have minimal impact on new and future development. Future goals to significantly enhance conservation would require the retrofitting of all existing facilities with low water use fixtures and requiring all irrigation to be computer controlled. As older attractions and resorts are redeveloped some additional water conservation and demand reduction may be achieved

- Conversion of non-potable uses of groundwater to reclaimed water has a high potential for CFTOD and appears to be the easiest and least costly to implement. Reclaimed water is currently used for landscape and turf irrigation, cooling tower make-up, street and sidewalk wash-down, decorative fountain make-up, vehicle washing, dust control, toilet flushing, and fire protection. Additional irrigated land exists as candidate sites for conversion, and up to 0.60 MGD of cooling tower makeup water (for evaporative losses) is still available for conversion.
- CFTOD has decided that surface water sources, such as the Kissimmee River, are not a viable option for providing some future water supply and are not participating in this pursuit by the Water Cooperative of Central Florida.
- Purchasing water from the nearby local utilities is a viable option and CFTOD currently has interconnections with Orange County Utilities and Toho Water Authority. Additional interconnection sites with these utilities are under consideration. However, these utilities face the same water supply challenges as CFTOD, and perhaps more acutely. Therefore the quantity of water that may be available for purchase from these entities will likely be limited in both volume and duration.
- CFTOD commissioned an indirect potable reuse (IPR) sourced water characterization study by Carollo Engineering that kicked off in early 2022 as part of initiatives to implement IPR.

Reclaimed Water Conversions

CFTOD developed a master plan for conversion of the older irrigated portions of the property to reclaimed water in 2002. This plan was reviewed and updated for this analysis. Table 5-8 below presents the current list of candidate sites, the estimated irrigated area and the estimated annual average irrigation demand.

Table 5-8: Candidate Irrigation Sites for Conversion to Reclaimed Water

Site Name	Irrigated Acres	Project Description	Estimated Volume (MGD AADF)
Contemporary Hotel	13.0	Main extension down World Drive	0.068
EPCOT Theme Park	78.9	Main extension from World Drive	0.247
Totals	91.9		0.315

Several sites listed for conversion under the original Water Supply Facilities Work Plan were converted or partially converted and others were removed from the list after further evaluation of the cost effectiveness of the conversions. Portions of Magic Kingdom were converted at the time of the Fantasyland redevelopment, and the Magic Kingdom Toll Plaza was fully converted with the World Drive roadway improvement to bypass the toll plaza. Portions of Disney's Hollywood Studios were converted in conjunction with development of the new guest entrance off of Osceola Parkway and construction of Toy Story Land and Galaxy's Edge; this conversion is expected to reduce groundwater withdrawal by approximately 25.8 million gallons per year. A portion of the Caribbean Beach resort was converted with the demolition of 576 Caribbean Beach resort keys (rooms) to create the site for Disney's Riviera Resort. Disney's Polynesian Resort was fully converted to reclaimed water irrigation in 2017, generating a projected groundwater withdrawal savings of approximately 24 million gallons per year.

Nearly all Walt Disney Company and CFTOD irrigation systems are computer controlled with a weather driven system that takes into account evapotranspiration (calculated using temperature, relative humidity, solar radiation, and wind run), rainfall, vegetation type, soil type, slope, aspect, etc. This system allows the exact amount of irrigation to be applied for the given conditions and ensures the resource is conserved. Both potable and reclaimed water sourced irrigation systems employ the same control mechanism. All Walt Disney Company and CFTOD developments and road rights-of-way since 1989 utilize a computerized, weather driven irrigation system. All new development within CFTOD, regardless of ownership, is required to utilize a weather driven irrigation system as will all existing developments at the time of conversion from potable water irrigation to reclaimed water irrigation.

The CFTOD cooling towers provided an additional group of candidate conversions to reclaimed water. CFTOD owns and operates centralized cooling facilities at four locations: North Service Area, EPCOT, Disney's Hollywood Studio (previously converted to reclaimed) and a satellite facility located near the Contemporary Hotel. Review of the metered data for the make-up water consumed to off-set evaporative losses by the North Service Area, EPCOT, and Contemporary facilities showed a potential demand reduction of about 0.60 MGD as shown in Table 5-9.

Table 5-9: CFTOD Cooling Tower Conversions

Location	Project Description	Makeup Demand (MGD AADF)	Year Converted
North Service Area Central Energy Plant	Install pipe section, manipulate valves	0.300	2020
Contemporary Hotel Chilled Water Plant	Install pipe section, manipulate valves	0.050	2020
EPCOT Central Energy Plant	Install pipe section, manipulate valves	0.250	2020
Total		0.600	

Evaporative losses vary greatly with the seasons and cooling load and will peak in the summer period as much as three times the average, and may be nearly non-existent on cold winter days. The above figures were derived from metered data and are intended to represent annual average conditions.

Between the cooling tower conversions and the irrigation system conversions, CFTOD believes it has the potential to reduce groundwater withdrawals by an additional 0.887 +/- MGD. This exceeds the forecasted deficit projected for 2045 under the most aggressive development program possible by about 0.378 MGD and provides some cushion for extreme weather events and to counter any estimating errors. As indicated above, CFTOD should have between 2.11 MGD and 4.42 MGD of reclaimed water available to meet this additional demand.

Reclaimed Conversions Implementation Plan

The majority of the conversion projects involve extension of the reclaimed water distribution system to the various customer points of connection. Many of these involve a single pipeline. A few will benefit from economies of scale where a single pipeline extension will serve multiple customers. For example, a pipeline extension from World Drive to the west side of the EPCOT could eventually provide conversion for the Yacht & Beach Resorts and associated vacation ownership units. Similarly, a pipeline extension from Floridian Way to the Contemporary Hotel Satellite Chiller facility would provide service to the Contemporary Hotel and the east side of Magic Kingdom.

Table 5-10 below provides a proposed implementation plan for the identified conversions. It is the intention of CFTOD to accomplish these conversions in a steady and consistent pace over the course of the next 5-6 years. Most of the identified locations have a single point of connection per named entity, which will facilitate connection and minimize the cost of the effort.

Table 5-10: Proposed Implementation Plan for Reclaimed Water Conversions

Locations to be Converted	Project Description	Estimated Volume MGD/AADF	Projected Conversion Years
Disney's Hollywood Studios	Reuse Water Extension along World Dr.	0.044	2035/40
Contemporary Hotel	Extend main down World Drive	0.068	2029/34
EPCOT	Extend main from World Drive	0.247	2025/2030
Multiple	Indirect Potable Reuse (IPR)	(1)	(1)
Total		0.359	

(1) IPR does not result in a direct reduction in the consumption of potable water. It will treat 2.5 MGD of reclaimed effluent to be injected into the aquifer for recharge. This project is in feasibility study phase

The above plans could be accelerated or delayed depending on circumstances and actual demands experienced during the course of the planning period.

Additional Planning Efforts – CFTOD

Although CFTOD anticipates that its groundwater allocation under its water use permit, in conjunction with conversions of potable irrigation, cooling tower make-up water, and other non-potable consumption along with continued conservations practices will meet all of its public water supply demands through 2035, the current groundwater allocation is not guaranteed, and therefore some uncertainty exists. CFTOD is pursuing Alternative Water Supply by exploring Indirect Potable Reuse (IPR). Indirect potable water reuse (the process of using treated wastewater for drinking water) provides another option for expanding a region's water resource portfolio. Indirect potable reuse uses an environmental buffer, such as a lake, river, or a groundwater aquifer, before the water is treated at a drinking water treatment plant. Current work includes data collection and feasibility analysis to determine if water quantity and quality parameters make IPR a viable water supply. The next phase includes extended pilot testing to review the feasibility analysis and project operation and maintenance costs.

Conservation will continue to play a role in the water resources of CFTOD and the District will continue to pursue this through building codes, enforcement, and periodic updates to the codes. Additional conservation may result in some demand reduction, but since the majority of the customer base is commercial the potential reduction will be minor, probably no greater than 2 to 3%. Because of the uncertainties in forecasting conservation measures, CFTOD does not intend to rely on conservation measures for significant demand reductions and therefore they have no quantification herein.

Additional Planning Efforts – *Central Florida Water Initiative Regional Water Supply Plan*

CFTOD has withdrawn from the Cypress Lake Wellfield Water Supply project numbers 4 and 5 *Central Florida Water Initiative Regional Water Supply Plan (CFWIRWSP)* AWS projects and is no longer partnering with the Water Cooperative of Central Florida [City of St Cloud, Tohopekaliga Water Authority (TWA), Orange County and Polk County] on the Cypress Lake Wellfield projects. The District was to receive an allocation of 1 MGD out of 30 MGD finished withdrawal permitted.

Future Goals and Objectives

It is apparent that any additional water demands beyond what is supplied by the 22.2 MGD Water Use Permit after maximizing reuse irrigation conversions will have to be met with more strict conservation methods and/or water from an alternative water source. The simplest method to start with will be to implement the following conservation objectives:

- All newly constructed facilities within CFTOD install low water use plumbing fixtures that meet the maximum flow rate and consumption requirements of the CFTOD *EPCOT Plumbing Code*.
- All irrigation systems within CFTOD are to be equipped, maintained, and operated with a rain sensor device or switch that overrides the irrigation system when adequate rainfall has occurred. Irrigation within the vicinity of swimming pools, other water play areas, and water bodies are typically irrigated with potable water; drip irrigation in these areas is an acceptable alternative to allow for the use of reuse irrigation, so minor additional savings are possible.

Historically, adverse economic conditions have resulted in reductions in the level of development that has occurred within the District. The most promising option for CFTOD to meet the demand deficit projected during the 2035-2045 planning horizon is to convert irrigation to reclaimed water while actively moving ahead with indirect potable reuse.

CFTOD will continue to cooperate on a regional planning basis to develop additional alternative water supplies to ensure CFTOD can meet its longer-term water resource needs..

SANITARY SEWER

OVERVIEW

Note: In accordance with Section 119.071(3), Florida Statutes, maps of the CFTOD wastewater collection and treatment system are not provided herein due to the sensitive nature of these facilities and the security thereof.

The CFTOD is the primary purveyor of sanitary sewer services within the District boundaries and serves all development within the District except the support service complex south of the Animal Kingdom.⁴ The District also provides wastewater services to Emerald Grove apartment complex in unincorporated Orange County on a site formerly within District boundaries, to the closed since August 2021 CrossRoads commercial area (also formerly within District boundaries), and to a portion of Orange County's service area known as Horizon's West while the county constructs a new Wastewater Treatment Facility. All of the CFTOD's wastewater treatment and disposal facilities lie within District boundaries.

The predominant land uses in the service area are described in the Potable Water Subelement. Nearly all development is connected to the centralized wastewater system. There are a few exceptions where isolated development operates on septic systems (about four of the golf course comfort stations utilize septic tank systems).

Independent package plants and circulation systems are generally discouraged in the District but may be permitted within animal-related exhibits at the theme parks. This is necessary because the attributes of effluent from such exhibits differs from those for which the District's treatment plant was engineered. One such example serves the hippo tank at the Animal Kingdom and is not permitted to treat human waste.

The District's initial wastewater treatment needs were met by a 3.3 MGD facility constructed on a 25-acre site in the west-central part of the District off of Bear Island Road. When it opened in 1970, that system served the Magic Kingdom theme park, the Bay Lake resorts, and the Lake Buena Vista hotels. Since that time, wastewater treatment needs have increased dramatically as a result of growth. The treatment plant was expanded to 6.0 MGD in 1981 to accommodate EPCOT Center and again in 1989 to 9.0 MGD to accommodate the Disney's Hollywood Studios and other new development. Capacity was increased to 15.0 MGD in 1993 to accommodate resorts and anticipated theme park and commercial development. The capacity of the facility was expanded to 20 MGD in 2015.

In addition to capacity expansions, the system has been regularly upgraded in response to state and federal requirements for effluent quality. Several innovative measures have been used to comply with these requirements. During the last 25 years, effluent disposal has shifted from a system which relied on wetlands for nutrient removal to a system which uses rapid infiltration basins and reclaimed water lines for treated wastewater percolation and irrigation. This system results in complete reuse of the treated effluent.

⁴ *The support service area along Backstage Road (off Sherberth Road) south of the Animal Kingdom receives sewer services from the City of Kissimmee.*

REGULATORY FRAMEWORK

The Federal Water Pollution Control Act (PL 92-500) is the primary federal legislation relating to sanitary sewer service. The US Environmental Protection Agency (EPA) has responsibility for implementing this act. Florida has adopted legislation entitled Sewage Disposal Facilities: Advanced and Secondary Waste Treatment (Chapter 403.086) that implements the federal law on the state level. The Florida Department of Environmental Protection (FDEP) has the responsibility for implementing the state legislation and has adopted rules for the regulation of wastewater facilities (Chapter 62-600, Florida Administrative Code). The Florida Department of Health and Rehabilitation Services has adopted rules for septic tank and drain-field installations (Chapter 10D-6, Florida Administrative Code). The SFWMD is charged with implementing the FDEP rules as they apply to stormwater management. The sanitary and stormwater sewer systems are physically separated.

WASTEWATER COLLECTION AND TRANSMISSION SYSTEM

The District's wastewater collection and transmission system consists of gravity sewers, lift stations, and force mains. The existing collection system connects the primary development areas with more than 29 sewage lift stations and associated force mains (pressurized sewers). The approximately 60 miles of gravity sewers range in size from 8 inches in diameter for the smallest collector mains up to 30 inches in diameter for the largest interceptor (backbone) mains. Mains range from six to eight feet deep for collector sewers up to 30 feet deep for some interceptors. Manholes and cleanouts located throughout the collection system provide for maintenance access. There are approximately 39 miles of force mains that range in size from 4 to 36 inches in diameter. The majority of the wastewater pipelines are constructed of ductile iron pipe, with PVC making up the remainder.

The gravity sewer system is relatively young, with the original facilities developed in 1970, and approximately 40-50% constructed since 1980. Because of the design standards utilized by the District and the relative newness of the collection system, infiltration is not a significant problem. The District contracts to outside vendors to periodically video the interior of some of the sewer pipelines and has recently developed a strategic plan focused on condition assessments and replacement or rehabilitation of aging assets to ensure system reliability.

Each of the District's 29 lift stations contain two and in some cases four, pumps for redundancy. All stations have some form of telemetry and alarms to inform operators of faulty conditions. For the more critical and larger lift stations, multiple pumps are provided to allow pump rate flexibility, and backup diesel generators are permanently installed for reliability. All lift stations are checked on a daily basis.

Each of the major activity areas in the District has a master pump station for pressurization of wastewater and delivery to the wastewater treatment plant via force main. Each station has between two and eight pumps for system reliability. Three major transmission systems convey wastewater to the treatment plant. One system serves the Magic Kingdom area and resorts, the second serves the EPCOT/Hollywood Studios area and Lake Buena Vista, and the third serves the Animal Kingdom theme park and associated resorts.

TREATMENT FACILITIES

The 20 MGD capacity wastewater treatment plant incorporates influent screening, odor control, flow equalization, grit removal, a five stage Bardenpho process providing phosphorous removal, nitrification and denitrification, secondary clarification, sand filtration, sodium hypochlorite disinfection, and filter belt thickening for biosolids.

Improvements to the plant during the early 1980s substantially reduced the nitrogen and phosphorus levels in treated effluent. Subsequent improvements during the 1990s allowed the District to switch from a wetlands disposal system to a rapid infiltration disposal system, discussed below. These improvements also facilitated the use of treated effluent for landscape irrigation through a reclaimed water system.

In November 2014 FDEP revised the District's permit No FLA-108219-015 to authorize the operation of the wastewater treatment facility for a capacity of 20 MGD. The permit has an expiration date of June 17, 2032. Effluent quality standards, as permitted by the FDEP and EPA, are shown in Table 5-11.

Table 5-11: Wastewater Treatment Plant Characteristics

Attributes		Standards
Plant Capacity		20.0
Type		Tertiary (Nutrient Removal)
Effluent Standards		
	5-Day CBOD ₅	5 mg/l (*)
	Total Suspended Solids	5 mg/l (*)
	Total Nitrogen	6 mg/l (*)
	Total Phosphorus	1 mg/l (*)
	Fecal Coliform	High level disinfection as defined in 62-600 F.A.C.
	pH	6.0-8.5

Notes:

Standards are for effluent exiting the treatment plant. Standards for CBOD-5, TSS, and fecal coliform are based on monthly averages

() Standards vary depending on the period of record evaluated.*

As mentioned above, the District allows septic tanks in remote areas; only four septic tank systems are in service within the District today. All existing septic tanks have been approved by the Orange County Health Department. At the time new permits are issued, the County conducts tests to determine soil suitability and predict drain field functionality. Septic tanks are not allowed in areas of unsuitable soils unless appropriate approved modifications of soils are completed.

EFFLUENT DISPOSAL SYSTEM

The effluent disposal system includes a 1,000 acre site consisting of 72 rapid infiltration basins (RIBs) with a total wetted area of approximately 72.3 acres and a permitted average capacity of 10.5 million gallons

per day. The ponds have lined sides and sandy bottoms. A rotational cycle is used to balance the flow of reclaimed water to each pond and ensure that sufficient time is provided for percolation. Monitoring wells around the RIB's are periodically tested for levels of nitrogen, nitrate, nitrite, total dissolved solids, chloride, and turbidity.

Effluent is also utilized via the District's reclaimed (or reuse) water system. As discussed earlier in this element, reclaimed water is directed to a network of distribution mains which irrigate the tree farm, medians and rights of way, golf courses, and landscaping in all new development areas, in most of the developments constructed since 1990, and in many of the older developed areas as conversions from potable irrigation take place.

The proportion of wastewater directed to the rapid infiltration basins versus the reclaimed water distribution system varies seasonally. Reclaimed water flows are highest during hot, dry periods, when a large amount of water is needed for irrigation. As of 2024, flows to the basins averaged 6.24 MGD while flows to the reclaimed system averaged 5.83 MGD.

The RIBs are permitted to accept 12.5 MGD, but were designed and modeled to accept 17.5 MGD. Actual flows are not expected to reach these volumes since the reuse system will be handling a growing share of the effluent as new development comes on line. The District's water use permit requires 30 percent of the effluent from the wastewater treatment plant to be directed to the ribs for percolation into the groundwater. The District's operating permit allows the reclaimed water system to carry an average annual flow of 10.0 MGD. Due to economic and practical considerations, it is unlikely that this quantity will be reached in the foreseeable future.

BIOSOLID DISPOSAL SYSTEM

The District engaged Harvest Power Orlando to Design/Build/Own/Operate a 3.2 megawatt biogas-to-energy facility that began limited operation in October 2013. The facility produced electricity by processing wet biosolids from the wastewater treatment facility along with food waste, oil, and grease generated within the District. The facility generated enough power to support its own parasitic loads and to support the energy requirements of the District's wastewater treatment plant. Harvest Power sold the sludge as a Class A solid to be used as a fertilizer. In 2020, Harvest Power went out of business and the District acquired portable centrifuges to dewater the plants biosolids before transporting them for disposal at an offsite composting facility. A new permanent dewater facility will be constructed and the District will continue to dispose of the biosolids at an offsite facility.

CAPACITY AND DEMAND

As previously noted, this element focuses on five, ten, and twenty-year planning horizons. Future updates of the Capital Improvements Element may result in changes to the descriptions of proposed projects. Although this element will be updated for internal consistency, the Capital Improvements Element should be consulted for the most comprehensive data on future wastewater improvements.

In 2015 the capacity of the treatment facility was increased to 20 MGD. The expansion consisted of the addition of two final clarifiers (bringing the total to four), the conversion of three previously idle tanks into flow equalization tanks, demolition of six older and smaller clarifiers, and pump and piping additions. Tankage associated with one of the four treatment trains will continue to be idle, even at the expanded capacity. Wastewater flows are shown in Table 5-12.

Table 5-12: Wastewater Flow Characteristics:

Year	Average Daily Flow (MGD)	Average Day during Peak Month (MGD)	Wastewater as a Percent of Potable Water Consumed
1993	8.10	8.80	61.50
1994	8.43	9.45	65.25
1995	9.23	10.56	65.18
1996	9.61	10.56	63.47
1997	9.87	11.07	59.89
1998	10.71	12.03	57.46
1999	10.91	12.07	56.89
2000	10.76	12.56	53.93
2001	9.90	11.44	67.76
2002	10.15	11.55	70.88
2003	10.31	12.23	76.54
2004	11.48	12.73	77.41
2005	11.17	12.47	72.58
2006	11.14	12.38	67.60
2007	12.42	13.90	78.36
2008	11.89	13.14	76.46
2009	11.64	12.89	71.72
2010	12.10	12.93	73.24
2011	11.60	13.05	71.56
2012	12.36	13.15	74.37
2013	12.87	13.48	76.93
2014	13.28	14.08	79.71
2015	13.49	14.50	78.70
2016	13.55	14.00	76.86
2017	14.26	15.19	85.24
2018	14.15	15.23	88.05
2019	14.33	15.48	87.54
2020	10.35	14.18	89.53
2021	11.96	13.60	92.07
2022	13.57	14.96	84.34
2023	12.12	12.62	73.59
2024	13.06	14.02	78.04

OPERATION AND MAINTENANCE

The wastewater collection, treatment, and disposal system is in good to excellent condition. All components of the system are less than 36 years old. A preventive maintenance program ensures the continued reliability of the collection lines and lift stations. Force mains and lift stations are regularly serviced and operate satisfactorily. The District recently conducted exploratory videotaping of its sewer mains and continues to videotape a percentage of its system annually, with follow-up repairs accomplished as required.

Operations at the treatment plant and disposal facilities are continuously monitored in accordance with state and federal regulations. All testing is done to regulatory standards. Additional sampling, monitoring, and reporting are required at the rapid infiltration basins and on the reclaimed water system.

SANITARY SEWER DEMAND PROJECTIONS

Level of Service Standards

Level of service standards for sanitary sewer are shown in Table 5-13. As with potable water, the level of service standards differentiate between the various classes of resort hotels, other resorts, and between the theme parks and water parks. These standards are used when evaluating sanitary sewer generation for all proposals for future development.

Table 5-13: Level of Service Standards for Sanitary Sewer

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

Current Conditions

Based on the current quantity of development in the District and the amount of wastewater treated, the District is meeting the service levels shown in Table 5-13.

Future Conditions

The approach used to project future sanitary sewer demand in this element is similar to that used for potable water. The levels of service for the various uses listed in Table 5-13 were applied to the quantities of projected development identified in the Future Land Use Element.

Table 5-14: Projected Maximum Wastewater Flows (million gallons per day)

Year		Average Day)	Plant Capacity	Surplus (Deficit)	Peak-month factor	Average day in peak month
December 31, 2024		13.060	20.000	6.940	1.121	14.020
	Development (2025)	0.194				
	Attendance Growth (2025)	0.146				
December 31, 2025		13.400	20.000	6.600	1.121	15.021
	Development (2026-2030)	0.684				
	Attendance Growth (2026-2030)	0.724				
December 31, 2030		14.808	20.000	5.192	1.121	16.600
	Development (2031-2035)	0.889				
	Attendance Growth (2031-2035)	0.577				
December 31, 2035		16.274	20.000	3.726	1.121	18.243
	Development (2036-2045)	1.187				
	Attendance Growth (2036-2045)	3.593				
December 31, 2045		21.054	20.000	(1.054)	1.121	23.601
Projected 2045 Over Capacity		1.054				

Plant capacity is based on annual average daily flows which accounts for variations above this figure to accommodate peak month and day conditions. Peak month can exceed annual average daily flows by 10 to 15 percent and peak day can exceed annual average daily flows by 20 to 25 percent.

FACILITY NEEDS

Wastewater facilities may be divided into the following categories: (1) collection and transmission facilities, including lift stations; (2) treatment facilities; and (3) reuse facilities. Major facility needs in each category are discussed below. The District has prepared a Master Utilities Plan which provides more specific guidance in the design and engineering criteria for these facilities. The Plan is periodically updated in response to changes in the major landowners' development program.

Collection and Transmission

New sanitary sewer collection lines will be added to accommodate development during upcoming years. These are identified in the District's Master Utilities Plan. Projects planned for the 2025-2030 period are listed in the Capital Improvements Element.

Treatment

The total amount of development as shown in the *Future Land Use Table 2-1: Development Maximums – Through 2045*, if realized during the next twenty years would require an increase in the capacity of the wastewater treatment plant. However, based on historical data, it is highly unlikely the District will see the entirety of the development allowed in Table 2-1 over the next twenty years constructed or even approved for construction by the end of 2045.

Reuse System

The District's future effluent disposal needs will be adequately met through the continued development of the treated effluent reuse system and continued use of the rapid infiltration basins. Based on projected flows, the rapid infiltration basins may never require expansion due to the increasing demands of the reuse system. As mentioned in the Potable Water Subelement, extension of the reclaimed water system into previously developed areas will further increase the demand for reclaimed water and reduce the need for the RIBs.

Problems and Opportunities for Replacing, Expanding or Adding New Facilities

At this time, no major wastewater collection, treatment, or disposal problems exist within the District.

Operation of sanitary sewer facilities will continue to be monitored regularly to protect public health and safety and ensure the conservation of the natural environment. The District will continue to investigate technologies that improve the quality of treated effluent and facilitate its reuse. At this point, no water quality problems have been reported or are anticipated.

The District's priorities for the coming years are: (1) to maintain adequate wastewater plant capacity to accommodate planned development through 2045, and (2) to expand the reclaimed water system to serve both new development areas and areas that were developed prior to the system's construction.

SOLID WASTE

OVERVIEW

Solid waste in the CFTOD may be broadly categorized as either Class I, Class III, or hazardous wastes. Class I waste consists primarily of materials disposed of by visitors at the major activity centers and is ultimately recycled or directed to landfills. Class III waste consists of inert materials, such as construction debris and yard trimmings. Construction debris is disposed at privately operated landfills, while some yard waste is processed for compost amendment. Hazardous wastes are temporarily held in specially designated areas and are then transported by licensed carriers to disposal sites around the United States. Hazardous wastes are distinguished from other types of solid waste by their propensity for causing health or environmental hazards if improperly managed.

REGULATORY FRAMEWORK

The Federal Resource Conservation and Recovery Act (PL-580) established resource recovery as a national priority. The EPA reviews the impacts of solid waste disposal on air and water quality, while the U.S. Army Corps of Engineers monitors dredge and fill impacts. The Florida Resource Recovery and Management Act (Chapter 403.706, Florida Statutes) required each county to prepare a solid waste management plan. The FDEP has adopted rules dealing with solid waste handling and disposal (Chapter 62-701, Florida Administrative Code (F.A.C.)) and composting (Chapter 62-709, F.A.C.). The SFWMD provides review of water quality and quantity impacts associated with runoff from waste disposal and storage sites. Facility siting also is subject to appeal by the SFWMD. Actual construction and operation of solid waste facilities requires permits and review by the FDEP.

Hazardous wastes also are regulated by the U.S. Resource Conservation and Recovery Act and the Florida Resource Recovery and Management Act. The latter act directed the FDEP to develop and implement a hazardous waste management program. Florida also has passed the Solid Waste Management and Reduction Act (Chapter 403, Part IV, Florida Statutes), which is designed to reduce the amount of solid waste going to landfills.

Within District boundaries, the Central Florida Tourism Oversight District provides solid waste and recycling collection and transfer and recycling services to customers. Orange and Osceola Counties regulate solid waste services through their public utilities divisions. Although the counties operate and maintain the region's principal refuse disposal facilities and ensure their compliance with state and federal regulations, local governments are not obligated to use these facilities. Most of the District's Class I waste is actually hauled to a private landfill in Okeechobee County.

COLLECTION SYSTEM

The CFTOD Solid Waste Department maintains a fleet of 35 collection trucks, including fifteen roll-off trucks, six front loader trucks, one rear loader, four food waste collection trucks, two flatbed tractor-trailers, one box-type truck, one container transport vehicle, one yard spotter, and four pickup trucks. These include the fleet of vehicles that collect recyclable materials. The District owns approximately 950 metal containers for

collecting solid waste and recyclables. The District also owns approximately 2,500 plastic recycling collection containers. Each facility in the District is equipped with dumpsters and, where warranted, all-in-one compactors for special handling of wet refuse and collection of recyclable materials. In the Magic Kingdom, collection capabilities are augmented by a privately operated Automated Vacuum Collection system that channels solid waste from 15 collection points via 20-inch vacuum mains.

Solid waste collection services are provided seven days a week, with most customers receiving service once or twice weekly. Collection vehicles operate about 22 hours a day. All areas are served according to need. Frequent collection at the major hotels and attractions prevents the overloading of containers, vandalism, and the negative effects of inclement weather. The permanent residential units receive service twice a week, but generate a very small portion of the total waste.

TRANSFER SYSTEM

Class 1 solid waste generated within the District is delivered to the District's transfer station and is then transferred to 100-cubic yard transfer trailers. The transfer station consists of an enclosed tipping floor, truck scales, vehicle maintenance facility, offices, and parking for the fleet and personnel.

DISPOSAL

A contractor hauls transfer trailers of Class I waste to Progressive Waste Solutions of Florida, Inc.'s solid waste management facility near St. Cloud, Osceola County, Florida, which has a projected remaining life of approximately 30 to 40 years.

Construction and demolition debris (C&D) is disposed at permitted off-site C&D or Class III landfills. Republic Services of Florida, under contract with the District, collects and disposes or recycles C&D debris. The District uses the WDW Bay Lake landfill as a sorting and transition area for its Class III debris. Acceptable wood and landscape materials recovered for recycling are transferred to the CFTOD Yard and Waste Facility, transferred to 100-cubic yard transfer trailers, and subsequently hauled to an off-site recycling and composting facility. Acceptable metals are also recovered and recycled; the remaining Class III materials are transported by Republic to its Cedar Trails Landfill in Bartow, Florida for disposal.

The District continues to collect herbivore manure from Disney's Animal Kingdom and Fort Wilderness and transfers it to an off-site recycling and composting facility.

Table 5-15: Solid Waste Trends

Year	Class I Tons			Class III Tons	
	Landfilled	Avg. Daily	Recycled (%)	Landfilled	Recycled (%)
1991	43,864	120	3,567 (7.5%)	98,248	39 (0.04%)
1992	45,274	124	6,610 (12.7%)	76,836	27,860 (26.6%)
1993	45,104	124	13,373 (22.9%)	59,557	76,541 (56.2)%
1994	41,555	114	17,419 (29.5%)	126,864	53,094 (29.5%)
1995	45,909	126	22,369 (32.8%)	46,266	51,076 (52.5%)
1996	50,392	138	24,081 (32.3%)	139,851	25,889 (15.6%)
1997	51,068	140	25,769 (33.5%)	70,618	20,177 (22.2%)
1998	66,555	182	17,944 (21.2%)	59,190	31,029 (34.4%)
1999	76,891	211	Unavailable	Unavailable	Unavailable
2000	82,761	227	Unavailable	Unavailable	Unavailable
2001	Unavailable	Unavailable	Unavailable	Unavailable	Unavailable
2002	60,823	167	14,915 (19.7%)	47,780	6,754 (12.4%)
2003	59,993	164	17,003 (22.1%)	57,365	4,758 (7.7%)
2004	68,871	189	14,918 (17.8%)	62,239	7,728 (11.0%)
2005	72,590	199	15,860 (17.9%)	50,908	4,210 (7.6%)
2006	79,595	218	15,893 (16.6%)	43,468	2,505 (5.4%)
2007	83,689	229	20,361 (14.9%)	50,380	3,619 (6.7%)
2008	72,470	199	20,361 (21.9%)	44,455	2,728 (5.8%)
2009	64,502	177	21,379 (24.9%)	30,407	2,588 (7.8%)
2010	70,916	194	18,415 (20.6%)	30,529	3,213 (9.5%)
2011	72,884	200	17,760 (19.5%)	36,413	4,067 (10.0%)
2012	73,433	201	18,665 (20.2%)	42,183	4,579 (9.8%)
2013	74,938	205	21,046 (21.9%)	42,304	6,348 (13.0%)
2014	69,860	191	26,656 (27.6%)	42,973	20,603 (32.4%)
2015	68,011	186	36,802 (35.1%)	47,658	23,780 (33.3%)
2016	76,427	209	27,183 (26.2%)	60,023	27,626 (31.5%)
2017	79,265	217	31,032 (28.1%)	48,246	25,152 (34.3%)
2018	80,112	219	33,836 (29.7%)	46,245	26,038 (36.0%)
2019	74,170	203	61,192 (45.5%)	8,447	31,210 (78.7%)
2020	32,624	89	28,931 (47.0%)	3,544	12,639 (78.1%)
2021	47,992	131	26,387 (35.5%)	3,975	24,991 (86.3%)
2022	66,449	182	38,483 (36.7%)	3,185	34,632 (91.6%)
2023	66,776	183	39,190 (37.0%)	2,987	35,874 (92.3%)
2024	67,143	184	39,374 (37.0%)	3,092	27,937 (90.0%)

Class I solid waste tonnage between 1991 and 2024 is shown in Table 5-15 above. Solid waste tonnage processed at the transfer station and going to the landfill, as with potable water and wastewater, fluctuates with social and economic impacts affecting the tourism industry. Fluctuations in the tonnage going to the landfill also result from the effectiveness of recycling efforts which during the last ten years have reached a high of 47% for Class I in 2020 and 91.6% for Class III in 2022 to a low of 26.2% for Class I in 2016 and 32.4% for Class III in 2014.

SPECIAL PROGRAMS

Resource Recovery

The District delivers its food waste and other organic wastes (biosolids and fats, oils, and greases) off site for processing and disposal.

The District collects baled cardboard and baled film plastic and delivers it to an area at the site of the former outdoor compost facility. The baled materials are then transported to Republic Services' Materials Recovery Facility (MRF) in Lakeland, Florida. There are approximately 118 balers in service throughout the resort for processing of corrugated containers at the point of generation. The District collected 10,644 tons of baled corrugated containers and plastic film in 2018 or approximately 29 tons per day.

Aluminum and steel cans, plastic bottles, office paper, newspaper and loose cardboard are delivered to the transfer station. These recyclables are kept separate from the Class I waste and separately loaded into transfer trailers and transported to Republic Services' MRF for processing and amounted to 5,348 tons (14.6 tons per day) in 2018.

Hazardous Wastes

Hazardous wastes in the CFTOD are collected, held, and transported by the private sector in accordance with state and federal regulations. Hazardous wastes are held in 32 designated accumulation areas, each engineered for safety and security. Typically the accumulation areas consist of a poured monolithic slab with curbs, a roof, and perimeter fencing; two of the areas are fully enclosed. Each area usually contains two drums, with a capacity of eight to 12 drums. Drums are regularly collected on a weekly basis and transported to a central compound near the wastewater treatment plant. From there all wastes go to EPA-approved sites via licensed haulers. The receiving sites are visited at least once a year by a representative of the Walt Disney World Company to ensure that wastes are being properly disposed of and the facilities are in compliance. All generators of and persons working with hazardous materials are trained to properly handle these materials. All wastes are labeled, sealed, and separated by type to prevent additional hazards that could result from mixing, in the event of a leak or spill. Paints and solvents are the most common hazardous wastes generated in the District.

OPERATION AND MAINTENANCE

The District's transfer station and recycled materials staging facility are in excellent operating condition. In April 2019 an FDEP inspection found that the water from washing out dump trucks inside the building on the tipping floor resulted in leachate draining from the building to the stormwater system. The problem was immediately corrected and documentation provided of measures taken to prevent the leachate discharge.

A permanent fix is currently in progress requiring replacement of the tipping floor, installation of a new trench drain and new sanitary pipe connecting into an existing sanitary line already protected by an existing grease trap.

The fleet of collection vehicles are regularly serviced and maintained, with new vehicles added to the fleet as needed.

SOLID WASTE DEMAND PROJECTIONS

Level of Service Standards

Level of service standards for solid waste are shown in Table 5-16. The standards are based on the actual quantities of waste disposed at the residential units, hotels and resorts, theme parks, offices, and commercial uses within the District. The District tracks solid waste disposal and recycling volumes at each of the major resorts and attractions on a monthly basis. An annual report is published at year's end.

Table 5-16: Level of Service Standards for Solid Waste

Land Use		Unit	Pounds per Day
Residential		Dwelling	11.5
Hotel (general)		Keys	7.5
	Luxury / Deluxe	Keys	11.0
	First Class	Keys	8.5
	Moderate/ Economy	Keys	6.0
	Value	Keys	3.5
Other Resort		Keys	6.0
Convention Space		Square Foot	0.0325
Support/Office		Square Foot	0.002
Retail/General Commercial/Restaurant		Square Foot	0.0325
Theme Parks (general)		Park	10 to 20 Tons
Theme Parks (water)		Park	0.5 to 1.0 Tons

Current Conditions

Based on the current quantity of development in the District and the amount of solid waste disposed of, the service levels shown in Table 5-16 are presently being met. On average 184 tons of solid waste were generated per day in 2024. Total tonnage to the landfill and percentage recycled have increased relatively steadily during the last 20 years with decreases in tonnage to the landfill coinciding with 9/11 and the Great Recession.

Future Conditions

The projections in this sub-element have been developed by applying level of service standards to the various land uses in the ten-year development mix shown in the Future Land Use Element. Table 5-17 indicates projected solid waste tonnage for 2025, 2030, 2035, and 2045. These numbers assume recycling rates remain at current levels.

Table 5-17: Projected Class I Solid Waste Generation to Landfill

Year		Average Day (Tons)
December 31, 2024		184
	Development (2025)	3
December 31, 2025)		187
	Development (2026-2030)	15
December 31, 2030		202
	Development (2031-2035)	55
December 31, 2035		257
	Development (2036-2045)	20
December 31, 2045		277

Table 5-17 above is a summary of the projected demands for CFTOD for the Comprehensive Plan 2045 timeframe based on the development of all of potential projects that could be permitted under the *Future Land Use Table 2-1: Development Maximums – Through 2045*. The CIP for Solid Waste includes an expansion of the transfer station to meet the demand in excess of the current permitted capacity of 275 tons per day beginning in 2030 with preliminary work commencing in 2025.

FACILITY NEEDS

Facilities for solid waste disposal may be categorized in the following categories: (1) Transfer stations; (2) Landfill facilities, including construction landfills; (3) Materials Recovery Facilities; and (4) Hazardous waste storage and disposal facilities. The need for each facility type during the next 10 years is discussed below. In addition to the facilities listed below, the District will expand its collection fleet and collection receptacles (dumpsters, etc.) as demand warrants.

Transfer Stations

In 2012 the District completed construction of a new solid waste transfer station at the South Service area just north of the wastewater treatment plant. The need for additional transfer station capacity has been under consideration for the last decade. Increasing its landfill diversion rate enabled the District to delay the expansion, currently programed to begin construction in 2030.

Landfill Facilities

As mentioned earlier, the Progressive Waste Solutions facility has ample capacity to meet the District's disposal needs for the next ten years and beyond.

The District will continue to use a private off-site construction landfill for disposal of Class III waste. The existing on-site landfill will continue to be used for specialty and sensitive items only. No new facilities, other than the transfer station, are projected to be required during the next ten years.

Material Recovery Facilities

The District no longer operates its own MRF. Republic Services' Materials Recovery Facility (MRF) in Lakeland, Florida handles all Class I recyclable materials.

Hazardous Waste Facilities

No new CFTOD hazardous waste facilities are proposed at this time. The private sector will continue to operate a centrally located accumulation area near the wastewater treatment plant. Although additional small accumulation areas may be proposed by the private sector in conjunction with new development, no major changes or facilities are anticipated.

Problems and Opportunities

At present there are no significant solid waste service problems in the CFTOD.

STORMWATER MANAGEMENT

INTRODUCTION

The Stormwater Management Subelement of the CFTOD Comprehensive Plan describes the regulatory environment, stormwater control facilities, levels of service, and facility needs for stormwater control. The ultimate objective of the subelement is to ensure flood protection for developed areas, water conservation within designated wetland and flood-prone areas, and stormwater quality treatment to meet clean water requirements. Stormwater management has been one of the primary functions of the District since its inception. Since the mid-1960s, the District has constantly made improvements so that the current system is capable of accommodating a 50-year storm.

The District is responsible for approval, operation, and maintenance of all public drainage facilities within its boundaries. The planning, construction, operation, and maintenance of stormwater control facilities in each development project is the responsibility of the owner/developer unless the facilities are dedicated to the District.

REGULATORY FRAMEWORK

The construction and operation of stormwater management facilities within the District is subject to regulation at the federal, state, and local levels. State and federal legislation addresses the management of flood waters, drainage modifications impacting wetlands, and the use of land in flood plain areas. The Federal Water Pollution Control Act (PL 92-500) is the primary law dealing with quality of stormwater runoff. The EPA is responsible for implementing this act. The Florida Water Resources Act (Chapter 403, Florida Statutes) provides the FDEP with the authority to establish water quality guidelines and recognizes stormwater runoff as an important resource. The FDEP has adopted a Stormwater Rule to fulfill part of the state's responsibilities under Section 208 of the federal act.

Stormwater management facilities are also subject to permitting and monitoring requirements by the South Florida Water Management District (SFWMD). The District was issued an SFWMD permit for operation of its stormwater management system in 1979; the permit was revised in 1992 and again in 2015. The development parameters established by the permit are discussed later in this chapter.

Presently, the CFTOD coordinates its stormwater management activities with Orange and Osceola Counties by reviewing development proposals upstream of District boundaries but within the Reedy and Bonnet Creek watersheds. The Counties may withhold development approval until developers and the CFTOD reach agreement on the mitigation of drainage impacts. The CFTOD currently reviews outside proposals only for consistency with the South Florida Water Management District permit requirements.

SERVICE AREAS

The District's Reclamation Plan, approved by the State of Florida in 1966, provided for a system of water control that permitted maximum beneficial use of District lands, contributed to the preservation of natural resources, and facilitated the conservation of water. Provisions for the increased drainage requirements to

accommodate new development were included. The Plan of Reclamation incorporated inflows of runoff from tributary lands to the District in Orange and Osceola Counties.

The service area includes all land within the Central Florida Tourism Oversight District and approximately three times that acreage in contributory peak-lands. A total of 108,000 acres are included. Within the District, the predominant land uses are theme parks, resort hotels, associated support uses, and open space.

EXISTING CONDITIONS

Natural Drainage Features

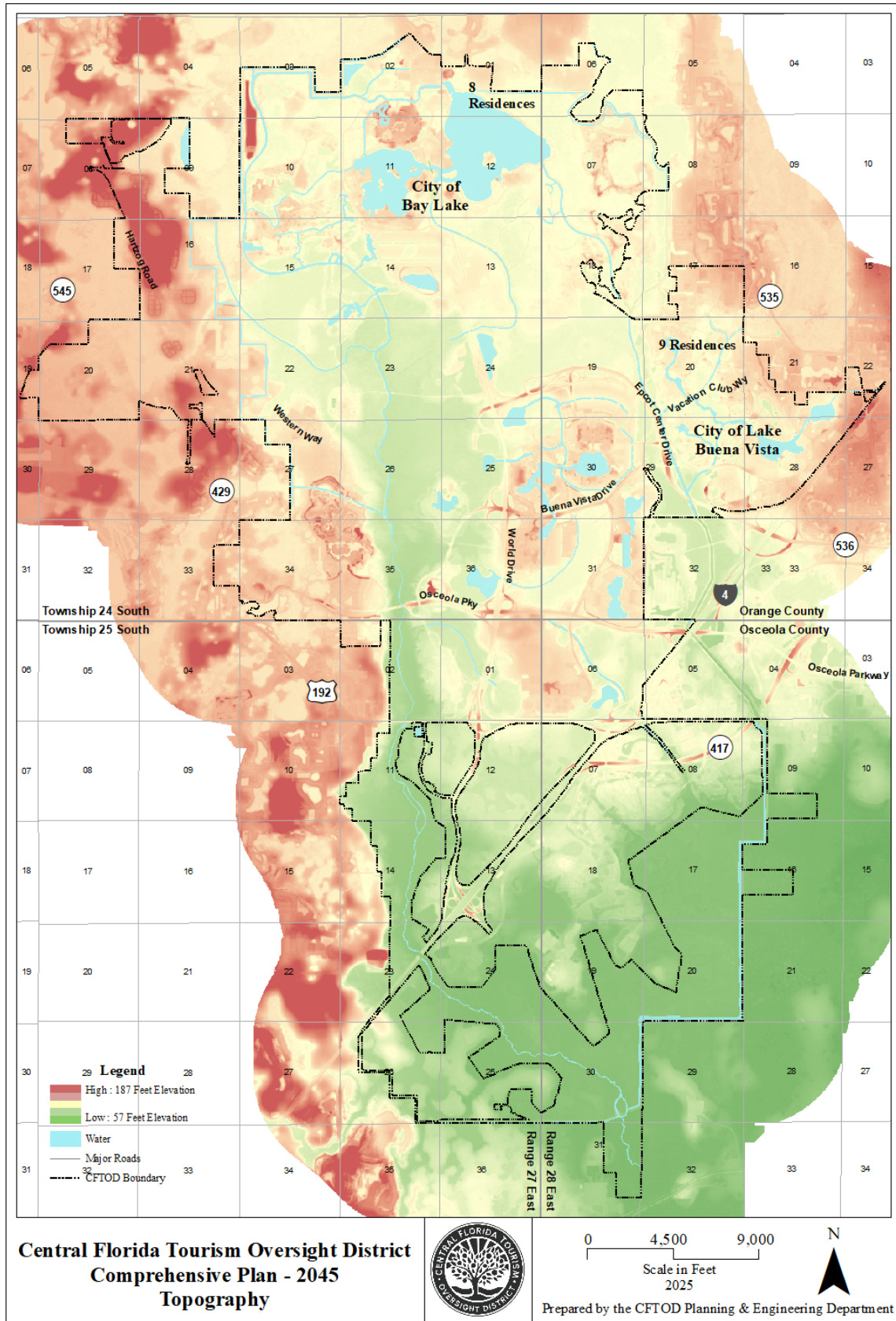
Drainage patterns in the CFTOD are shaped by topography, soils, and vegetation, as well as buildings and man-made drainage improvements. Topography ranges from about 150 feet elevation in the northwest part of the District to about 70 feet at the point where Reedy Creek leaves the southern boundary. A low ridge extends from Bay Lake southward through the EPCOT Center area, across US 192, and then southeasterly to the District boundary. The ridge provides a natural drainage divide between Reedy and Bonnet Creeks, the District's two main natural drainageways. Runoff from the west side of this ridge and from the rolling areas along Hartzog Road flows to the low-lying areas along Reedy Creek and ultimately to Reedy Creek itself. North of the Bear Island Road bridge, most of Reedy Creek has been channelized with earthen berms. South of this bridge, the creek is in its natural banks and is adjoined by wetlands on either side. South of I-4, the creek is adjoined by a broad flood plain and conservation area that is saturated most of the year.

Drainage from lands lying east of the ridge and in the City of Lake Buena Vista flows to Bonnet Creek. The Creek has been channelized and is now contained within an earthen berm canal (C-1) for most of its length within the District. Through man-made improvements, both the Reedy Creek and Bonnet Creek watersheds have been subdivided into many small sub-basins. The topographic features are shown in Figures 5-3.

Drainage is also a function of soil and vegetative characteristics. As the Conservation Element indicates, the loose sandy soils typical of the District's higher elevations have the ability to absorb more runoff than the lower areas. The saturated soils or clay soils generally found in the Reedy Creek flood plain and in the wetland areas have a much slower rate of absorption and a much higher water table. The higher areas are managed to prevent erosion, while the emphasis in the low-lying areas is on flood protection and conservation.

Most rainfall in the CFTOD vicinity falls during the summer months; some summer thunderstorms may exceed four inches of precipitation. Because the most extreme storms have the capability to overload the natural drainage system, the District has implemented an extensive stormwater conveyance system to avoid flood hazards.

Figure 5-3: Topography



Man-made Drainage Features

Man-made alterations affecting drainage include canals, storm sewers, culverts, inlets, lakes, basins, and grading changes that affect the topography and direction of runoff. The initial stormwater control plan was developed and implemented between 1966 and 1979. As additional areas within the District have been developed, new stormwater control measures have been implemented and new facilities have been added. Drainage permits are periodically reviewed and modified as land use and hydrologic conditions change.

With current drainage improvements, the District still consists of two major watersheds. The western half of the District still drains to Reedy Creek, while the eastern half drains to Bonnet Creek. There are 56 linear miles of man-made canals, and 25 water control structures. Weir and gate structures are used to maintain surface elevations in the canals and to link some of the canals to nearby lakes. Water storage recorders have been placed at ten separate locations within CFTOD boundaries and at a number of peak- locations both upstream and downstream.

Both sub-basins discharge stormwater into the designated Conservation Area at the south end of the District. The South Florida Water Management District has limited the discharge from the District to 3,282 cubic feet per second (cfs) in a ten year/three day storm event. The design capacity of the control structure at the discharge point is estimated to be 2,984 cfs, based on the District's drainage model.

Runoff hydrographs were developed using a combination of the Soil Conservation Service Unit Hydrograph Method and the Santa Barbara Urban Hydrograph Method. The hydrographs provide criteria for assessing existing stormwater management facilities and designing new facilities. Channel performance is evaluated based on a computer program that simulates storm conditions throughout the system.

New primary facilities are typically designed to accommodate a three-day storm producing 12.91 inches of rain. Such a storm has a 1 in 50 chance of occurring in any given year (a "50-year return frequency" or "50-year storm event"). Stormwater facilities are also checked for their performance in a three-day storm producing 14.27 inches of rain; such a storm has a return frequency of 100 years. Secondary stormwater management facilities are sized in accordance with a 10-year return frequency, 72-hour duration storm.

The District's drainage model uses runoff coefficients based on the amount of impervious surface that is estimated to be in place when the District is fully built out. The following acreage parameters are used by the model and are included in the District's 1992 SFWMD permit:

	<u>Acres</u>
Water:	1,641 acres
Pavement (roads, parking, walkways, etc.)	6,134 acres
Building Coverage (footprints)	2,629 acres
Preserved Areas (primarily wetlands)	9,215 acres
Other Pervious Areas (golf courses, turf grass, landscaping, medians, etc.)	7,467 acres
Total Acres	27,086 acres

The SFWMD permit includes portions of Celebration, a planned community that was deannexed from the District in 1992. Although land use on the Celebration site is under Osceola County's jurisdiction, its water management areas remain subject to CFTOD stormwater management jurisdiction.

Approximately 10,800 acres in the District are used for the storage of runoff, either in surface water bodies or wetland areas. The wetlands and lakes retard the flow of surplus waters, thereby reducing the peak flow discharged from the District at the south boundary through the S-40 water control structure.

Tributary lands outside the District have been considered in the design of primary channel and structural improvements. Hydrologic characteristics of the tributary lands were obtained from U.S. Geological Survey (USGS) Quadrangle Maps, Soil Conservation Service soils maps, and U.S. Weather Bureau statistical rainfall data. Runoff from the tributaries enters through 12 inflow points along the District perimeter, shown in Figure 5-1 (see Policies).

Water Quality

In addition to flood protection, the District's stormwater management system provides surface water quality treatment. Stormwater runoff becomes a pollution source when materials such as oil, grease, fertilizer, and heavy metals are washed into the drainage system by rainfall. Provisions to divert or screen runoff prior to its discharge to natural surface waters are an important part of the District's drainage plan. Surface water quality in the District is monitored continuously by the CFTOD's Environmental Protection Department at various locations in the Reedy Creek and Bonnet Creek watersheds. In accordance with the National Pollution Discharge Elimination System (NPDES) program, the District conducts biosampling of stormwater impact. Sample results from two monitoring stations are reported to the EPA on an annual basis.

OPERATION AND MAINTENANCE

Operation and maintenance of water control works is provided by District personnel. Maintenance is performed on a regularly scheduled basis and includes monthly and semi-annual inspection of water control facilities, periodic water quality monitoring, monthly mowing and erosion control, canal clearing, and structure repair, as required. Surface inspections of the control gates are performed biennially and underwater inspections of the control structures are performed periodically. As needed the District rip-raps control structures to abate bank erosion, repaints control structures, removed earth plugs and vegetation on canals, and rebuilds sections of the levee system. These types of activities ensure that the water control facilities can operate at their design capacities and effectively prevent flooding during extreme rainfall.

Since the water control facilities of the District are essentially in place and have been planned with future development in mind, future improvements will consist primarily of expansion and maintenance of existing facilities. The District reviews the water control facilities annually to prioritize modifications and improvements.

NEEDS ASSESSMENT

Level of Service Standards

Levels of service for stormwater management facilities are based on the level of protection provided during storms of varying intensity. The standards for the Central Florida Tourism Oversight District are given below:

- development in the 100-year flood plain must provide compensating storage and may not increase the 100-year flood elevation or reduce the base carrying capacity of the floodway;
- the first floor of all habitable structures and public facilities shall be a minimum of one foot above the 100-year, 3-day storm event elevation, as determined by a stormwater model acceptable to the District;
- arterial roadways shall remain above the 50-year, 3-day storm elevation as determined by a stormwater model acceptable to the District;
- the main District Stormwater Management System shall convey the 50-year, 3-day storm event as determined by the CFTOD stormwater model;
- the secondary District Stormwater Management System shall convey the 10-year storm;
- the discharge at S-40 shall be limited to 3,282 cfs during a 10-year, 3-day storm event; and
- in accordance with the 1992 SFWMD permit, all project sites shall provide water quality on-site meeting the minimum state requirements prior to discharge to the District's system.

Performance Assessment

The general performance and condition of existing facilities of the District have been favorable because of regular inspections and maintenance. Records of canal water levels in the District, maintained by Reedy Creek Energy Services, are published weekly and indicate that design water surface elevations have not been exceeded. Appreciable *reduction* of water surface levels below those maintained by primary control structures also has not been detected since monitoring was initiated in 1982. Consequently, the water control facilities have helped maintain groundwater levels adjacent to the canal system.

The structural facilities of the District are in good condition. The original culverts were installed in the 1970s and most of the water control gates were installed between 1969 and 1985. With continued proper maintenance, these structures should have an expected life of 50 to 75 years.

The District had previously established a three-tiered system of priorities for stormwater management improvements. "Priority One" improvements were those that would prevent the flooding of existing developed areas in a ten-year and 50-year storm event. "Priority Two" improvements were those that would prevent 10-year and 50-year intensity flooding in areas where development was projected during the next five years. "Priority Three" improvements were those that would prevent 10-year and 50-year intensity flooding in areas projected to develop beyond a five year time horizon. *At this point in time, all Priority One improvements have been completed and no Priority Two or Three improvements have been identified.* The District's single priority is to maintain the existing stormwater management system and provide improvements as needed for specific future development areas.

When the District instituted the three-tiered priority system in the early 1990s, the drainage model indicated a 10-year frequency storm could trigger flooding in portions of Fort Wilderness campground, the area northwest of the Magic Kingdom, and the undeveloped area west of the wastewater treatment plant. The model further indicated that a 50-year frequency storm could cause flooding in parts of Walt Disney World

Village (now Disney Springs). The Fort Wilderness and Disney Village flood hazards were identified as “Priority One” and were programmed for correction. Flood improvements in the area northwest of the Magic Kingdom were considered, but were later determined to be infeasible because of potential wetland impacts. Moreover, a subsequent drainage study determined the L-407 canal had greater storage capacity than the 1991 drainage study had indicated. Consequently, flood hazards in this area were less serious than originally suspected.

Most of the improvements constructed during the early and mid-1990s involved replacement of control structures and widening of culverts. The S-404B, S-404D, and S-404E culverts on the L-404 canal were enlarged and the S-14A was enlarged. At the S-101 control structure, capacity was increased using a bypass pipe and weir system. As a result of these improvements, only the wetland and lakeshore areas at Disney Springs would be subject to flooding in a 100-year storm. Flooding at the Fort Wilderness campground would be minor and would be due to a secondary, privately-owned drainage system rather than the CFTOD system.

FACILITY NEEDS

With the completion of several capital improvement projects during the early and mid-1990s, the District has largely corrected flooding problems and constructed the facilities necessary to ensure that existing developed areas are safe from future flood hazards. The priority at this time is to maintain components of the existing system. This requires periodic cleanout of the canals, maintenance of levees, and replacement of storm-water control structures as needed.

Within future development areas, the District will require modeling of drainage impacts and construction of appropriate improvements to mitigate flood hazards on- and off-site. This may require on-site detention ponds in some instances. It may also require specific on-site and peak-period improvements to the canal and weir system. No specific improvements have been identified at this time.

Central Florida Tourism Oversight District
City of Bay Lake
City of Lake Buena Vista
COMPREHENSIVE PLAN
2045

**CONSERVATION
ELEMENT**

**Part A:
Policies**

INTRODUCTION

The Conservation Element addresses the management of natural resources in the District, including groundwater and surface water, soil and minerals, air, and plant and animal life. The element ~~begins with~~ consists of a “Policies” component, Part A, which includes adopted goals, objectives, and policies ~~(the “Policies” component)~~ addressing conservation issues. The second part of the element is a “Supporting Data and Analysis” component, Part B, which provides background data on current conditions, and discussions of issues and future conditions.

GOALS, OBJECTIVES, AND POLICIES

GOAL

It is the goal of the ~~Reedy Creek Improvement~~ Central Florida Tourism Oversight District to protect and conserve the natural resources of the District.

Objective 1

To maintain the quantity and quality of local groundwater resources.

- Policy 1.1: The District will encourage research and analysis of groundwater recharge conditions in the region. The findings of such research, including the ongoing USGS groundwater study, will be considered in future land use and development decisions. Until more current groundwater maps are available, the District will rely on the most current maps available from the South Florida Water Management District (SFWMD) or otherwise deemed acceptable by the SFWMD to identify recharge areas.
- Policy 1.2: The ~~RCID-CFTOD~~ shall continue to ensure compliance with Land Development Regulations which specify conditions for construction and development in high recharge areas. These conditions include provisions to minimize impervious surface cover in recharge areas so that recharge potential is maximized, and to regulate land uses within recharge areas.
- Policy 1.3: The ~~RCID-CFTOD~~ shall continue to ensure compliance with Land Development Regulations which specify measures for maintaining water quality in the District's potable water wells.
- Policy 1.4: Prior to the development of any site larger than five acres, the ~~RCID-CFTOD~~ shall make a determination of the site's recharge potential and shall specify appropriate measures to minimize the loss of that potential.
- Policy 1.5: The ~~RCID-CFTOD~~ shall continue to cooperate and coordinate with the SFWMD and other agencies and jurisdictions in their efforts to protect groundwater resources in Central

Florida.

- Policy 1.6: The ~~RCID-CFTOD~~ shall continue to use locally derived water supplies wherever possible and shall avoid the importation of water from other jurisdictions or watersheds.
- Policy 1.7: The ~~RCID-CFTOD~~ shall maintain standards which require the containment of sludge and hazardous materials so that there will be no impact on groundwater quality.

Objective 2

To protect groundwater recharge functions through the designation of extensive public and private open space areas within the District.

- Policy 2.1: The ~~RCID-CFTOD~~ shall continue to maintain stormwater retention requirements for new development areas and ensure that all retention structures in developed areas are maintained.
- Policy 2.2: The District shall continue to construct capital improvements such as rapid infiltration basins, canals, and reclaimed water mains which provide opportunities for aquifer recharge and help maintain groundwater elevations.
- Policy 2.3: The District shall continue to support the designation of high recharge areas for Public Facility, Conservation, or Resource Management/ Recreation uses on the Future Land Use Map.

Objective 3

To ensure that adopted surface water quality standards are enforced.

- Policy 3.1: The District shall limit the introduction of nutrients into District waterways; establish minimum criteria for surface water discharges; classify receiving waters according to their uses; and prohibit surface water discharges which constitute human health hazards.
- Policy 3.2: All District surface waters (with exception to those governed separately under the District's Municipal Separate Storm Sewer System (MS4)) and their related improvement programs shall continue to meet the Class III surface water quality standards promulgated in Chapter 62, Florida Administrative Code in effect at the time of Plan adoption.
- Policy 3.3: The District shall continue to maintain a surface water quality sampling program ~~that monitors dissolved oxygen, Ph, total nitrogen, and total phosphorus at least monthly and heavy metals, pesticides, and herbicides at least semi-annually~~ in accordance with long-term permit requirements.

Objective 4

To protect potable water wellfields in the ~~RCID-CFTOD~~ from contamination by harmful land uses and to limit potable water withdrawal to 8.103 billion gallons per year unless changed through the plan amendment process.

- Policy 4.1 Potable groundwater withdrawal shall be limited to a peak-month flow of 933.9 million gallons.
- Policy 4.2: The District shall use the following protection criteria around existing and proposed well sites as set forth in the ~~RCID-CFTOD~~ Land Development Regulations [Section 5-40.3](#): 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 ~~(Amended by Ordinance/Resolution No. 580 adopted 10/26/2016 and Ordinance Nos. 133 and 130 adopted 11/9/2016).~~
- Policy 4.3: The District shall continue to maintain a groundwater sampling program which, at a minimum includes quarterly sampling of nutrients, metals, and organic compounds.
- Policy 4.4: In accordance with Chapter 62 of the Florida Administrative Code, groundwater quality shall continue to be monitored to determine the effect of treated effluent discharge and other activities on the potable water supply.

Policies on water conservation are contained in the Potable Water Subelement of this Plan.

Objective 5

To conserve soil and mineral resources through implementation of the policies shown below.

- Policy 5.1: Best Management Practices shall be required for soil erosion and sedimentation control along District canals and lakes.
- Policy 5.2: No mineral extraction, other than that needed on a temporary basis during construction or landscaping, shall be permitted in areas designated on the Future Land Use Map as Conservation, Resource Management/Recreation, or Public Facilities.
- Policy 5.3: All new construction sites shall ensure that the turbidity of the receiving water body does not exceed the current state standards as found in Chapter 62, F.A.C.
- Policy 5.4: Mitigation of any violations that may result from the implementation of Policy 5.3 shall be completed prior to continuing construction on those portions of the project generating the violation.

Objective 6

To implement programs, collaboratively with other jurisdictions and agencies in Central Florida, which ensure that the region's Air Quality Index does not exceed 100, i.e., the top of the moderate range, except during the most extreme atmospheric conditions (such as thermal inversions).

- Policy 6.1: The ~~RCID~~-CFTOD shall encourage the Florida Department of Environmental Protection to establish air quality monitoring stations in the District in the event that regional air quality conditions deteriorate.
- Policy 6.2: The ~~RCID~~-CFTOD shall work with its major landowners to promote the use of alternative forms of transportation in the District, such as bike paths, watercraft, monorails, and buses.
- Policy 6.3: The ~~RCID~~-CFTOD shall require the major landowners to continue the use of parking technologies which minimize carbon monoxide, lead, and nitrogen emissions from idling automobiles.

Objective 7

To ensure the protection of wetlands within the District by maintaining a wetland classification system which establishes appropriate regulations for each class of wetlands.

- Policy 7.1: The ~~RCID~~-CFTOD Land Development Regulations shall ensure the protection and conservation of all wetlands within its jurisdiction not approved for impact by Long Term Permits (LTPs). Wetlands shall be designated as Class I areas or Class II areas based on the following criteria:

- (1) *Class I Criteria*
 - (a) Any functional wetland currently protected by a conservation easement within the ~~Reedy Creek Improvement~~-Central Florida Tourism Oversight District.
 - (b) Any area included within the Wildlife Management/Conservation Area (WMCA) as defined by SFWMD.
 - (c) Any wetland identified by the Florida Game & Fresh Water Fish 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.
- (2) *Class II Criteria.* All wetlands within the District which do not meet the criteria as a Class I wetland and which are not approved for impact by LTPs.

~~Class I and Class II wetlands are depicted on Figure 6-1.
(Amended by Ordinance/Resolution No. 580 adopted 10/26/2016 and Ordinance Nos. 133 and 130 adopted 11/9/2016)~~

- Policy 7.2: The ~~RCID~~-CFTOD shall continue to maintain a conservation easement over an undisturbed buffer area along Reedy Creek. The existing buffer area, known as the Wildlife Management Conservation Area (WMCA), extends not less than 550 feet on

either side of the centerline of the creek, or 50 feet landward of the jurisdictional wetland boundary, whichever is greater.

Policy 7.3: The protection, conservation, and continued viability of wetlands shall be the principal consideration in the review of all projects affecting wetlands. Development within Class I wetlands shall be prohibited unless approved in accordance with the LTPs [or Deed of Conservation Easement](#) and an amendment to the conservation easement is obtained. Removal, encroachment or alteration of Class II wetlands will 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 Future Land Use Policy 3.8, and when all required State and federal permits are obtained. ~~(Amended by Ordinance/Resolution No. 580 adopted 10/26/2016 and Ordinance Nos. 133 and 130 adopted 11/9/2016).~~

~~Policy 7.4: Deleted (Amended by Ordinance/Resolution No. 580 adopted 10/26/2016 and Ordinance Nos. 133 and 130 adopted 11/9/2016).~~

Policy 7.54: Mitigation shall be required for unavoidable losses of Class II areas and may occur anywhere within the Reedy Creek Watershed, within or outside of the District. ~~(Amended by Ordinance/Resolution No. 580 adopted 10/26/2016 and Ordinance Nos. 133 and 130 adopted 11/9/2016).~~

Objective 8

To ensure that sufficient habitat within the District is conserved to sustain wildlife, particularly rare, endangered, and threatened species.

Policy 8.1: The District shall designate the most environmentally sensitive areas within its boundaries for Conservation and Resource Management/ Recreation land uses. The boundaries of these areas should be defined in a manner which preserves natural resource corridors within and across the District. Except as provided for in Future Land Use Policies 1.7 and 1.8, development shall be prohibited in the Conservation area and shall be limited to low intensity recreational uses in the Resource Management/ Recreation areas.

Policy 8.2: The District shall require the conservation of plant and animal habitat within the designated Conservation Area and shall encourage the enhancement of this habitat to sustain wildlife populations.

Policy 8.3: The District shall continue its program of stocking native game fish in the lakes and limiting fishing to ensure continued species development.

Policy 8.4: The District shall ensure that, at a minimum, the requirements of the following laws are met:

(1) The Bald Eagle Protection Act (16 USC 688-668d) 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)

Policy 8.5: Although the gopher tortoise has been permitted for taking within the District, relocation of the species 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.

Policy 8.6: In the event that significant populations of the Florida Scrub Jay are determined to be present on future 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.

Objective 9

To ensure the conservation of natural vegetation and energy resources.

Policy 9.1 Existing natural vegetation and ecological communities shall be preserved and integrated into landscape plantings where appropriate and feasible.

Policy 9.2 The District shall encourage the use of renewable or alternative energy resources.

Policy 9.3 The District shall encourage participation in the Florida Department of Environmental Protection's Florida Green Lodging Program.

Policy 9.4 The District shall explore the feasibility of using renewable or alternative energy resources in its utility operation.

~~(Added by Ordinance/Resolution No. 510 adopted 07/28/2010 and Ordinance Nos. 128 and 125 adopted 07/14/2010)~~

~~Rule 9J-5 Objectives Discussed in Other Elements~~

~~Rule 9J-5.005(2)(b)10 is addressed in the Solid Waste Subelement: Management of hazardous wastes to protect natural resources.~~

Cross Reference:

For additional policies addressing management of hazardous waste to protect natural resources (Florida Statutes §163.3177(6)(d)2.i.), see Objective 11 of the Infrastructure Element-Solid Waste Sub-element.

For additional policies addressing current and projected needs and resources within the planning period based on demand and quality and quantity of water available to meet demands (Florida Statutes §163.3177(6)(d)3), see the 10-year water supply plan within Part B of the Infrastructure Element-Potable Water Sub-element. Note, as indicated in Part B of the Future Land Use Element, the District does not have industrial and agricultural future land use categories, although some acreage contains temporary uses such as pasture, pine plantations, citrus groves, a nursery and tree farm.

Central Florida Tourism Oversight District
City of Bay Lake
City of Lake Buena Vista
COMPREHENSIVE PLAN
2045

CONSERVATION
ELEMENT

Part B:
Supporting Data and Analysis

PURPOSE

The purpose of the CFTOD Conservation Element is to:

- identify and analyze the District's natural and man-made environmental resources; and
- promote the conservation, use, and protection of these resources.

The Conservation Element demonstrates the District's intent to continue using natural resources as a foundation for planning and a basis for future land use decisions. It is based on in-depth studies pertaining to water resources, geology, soils, air and water quality, flora, and fauna within and around the District.

This element promotes the protection of the area's natural environment to ensure the health, safety, and welfare of the District's residents, employees, and visitors. In addition to the area's abundant natural resources, the CFTOD and the major landowners have created environmental features, such as wetlands and lakes that emulate the function and value of existing natural systems. The continued use of such features in new development areas is encouraged in this element. The element includes an inventory, description, and analysis of the CFTOD's natural systems. The "Policies" component which precedes this section presents goals, objectives, and policies for effectively managing the ecological balance that must be maintained in the overall planning of the District.

GROUNDWATER AQUIFER RECHARGE

INTRODUCTION

This section of the Comprehensive Plan meets the Florida requirement for a Natural Groundwater Aquifer Recharge Subelement. It addresses the management of subsurface water resources within the District.

The quantity and quality of groundwater are directly influenced by the activities that occur on the ground surface. Thus, land use and development must be regulated in a manner which ensures that groundwater is conserved and protected. Groundwater pollution can be avoided through careful planning of land uses in areas with high recharge potential, management of wastewater and runoff, and regular monitoring to detect potential problem areas.

REGULATORY FRAMEWORK

The Federal Safe Drinking Water Act (PL-523), as amended, sets chemical standards for potable water and requires states to ensure the safety of public water supplies. States are required to work with local governments to map well field areas and develop land use controls to provide long-term protection from contamination in these areas. The federal Environmental Protection Agency (EPA) is required to develop criteria for selecting critical aquifer protection areas; state and local governments are to map the areas and develop protection plans. Upon approval of the plan, the EPA may enter into an agreement with the local government to implement it.

Pursuant to the Florida Safe Drinking Water Act (Chapter 403, Florida Statutes), the Florida Department of Environmental Protection (FDEP) has developed rules classifying aquifers and regulating their use. The FDEP also has established regulatory requirements for facilities that discharge to groundwater and inject materials directly underground. In 1995, the FDEP adopted an aquifer protection rule which limits activities within 500 feet of a potable water well. CFTOD's standards are stricter than the FDEP standards.

The South Florida Water Management District (SFWMD) is responsible for defining and inventorying groundwater resources and levels, identifying prime recharge areas, and assisting the CFTOD in aquifer protection. The SFWMD issues permits for wells and other water facilities; manages surface water storage; and regulates withdrawal, discharge, and injection. The CFTOD Planning and Engineering Department is responsible for ensuring compliance with state and federal regulations.

Orange and Osceola Counties have initiated a number of programs to protect groundwater. Orange County can require that recharge facilities be incorporated in projects located in high recharge areas. These facilities may retain runoff on-site for percolation to the aquifer. Osceola County has been divided into four water districts that regulate the supply and distribution of water and the construction of new water facilities. Each county monitors water quality near landfills, drainage wells, and other areas where the potential for groundwater contamination exists. The CFTOD conducts groundwater monitoring in areas adjacent to hazardous waste-holding areas and effluent disposal sites, and around potable water wells. There are 10 groundwater monitoring wells at the rapid infiltration basins, and six wells located at various points where treated effluent is used for irrigation. Quarterly monitoring reports are prepared demonstrating compliance with FDEP standards.

RECHARGE CHARACTERISTICS

Characteristics of the Aquifer

There are two main aquifers in the CFTOD vicinity: a surficial aquifer and the Floridan Aquifer. The two aquifers are usually separated by clayey sands known as the Hawthorne Formation, which ranges from zero to 200 feet in thickness. Some parts of the Hawthorne Formation contain limestone and provide secondary aquifers.

The surficial aquifer lies just below the ground and is contained within the Recent, Pleistocene, and Pliocene rock system. This aquifer may be at or near the surface in wetland areas but is well below ground in the higher elevation areas. It may extend to depths of 200 feet. Because the surficial aquifer is not capped by impermeable rock, its upper level (also called the water table) fluctuates with precipitation. The surficial aquifer is primarily composed of quartz sands, depending on its clay content. It is relatively porous and can store water prior to infiltration to the Floridan Aquifer.

The Floridan Aquifer underlies much of Central Florida, including the District. This aquifer is a formation of permeable rock that absorbs and retains large quantities of water. The Floridan Aquifer provides the agricultural, commercial, and domestic water supply for all of Orange and Osceola counties. Although it contains an abundant quantity of water, the supply is finite and must be constantly replenished. This occurs either naturally through precipitation, or artificially through injection wells or percolation.

The Floridan Aquifer is confined by an impermeable layer that naturally pressurizes water. In some cases, the pressurization is sufficient to bring water to the surface without pumping when wells are drilled. Such

wells are classified as “artesian” (the elevation to which water is naturally drawn by a well is called the potentiometric surface). Within the Floridan Aquifer, there are two limestone formations that are separated by a semi-permeable layer. The Avon Park Formation is the upper producing zone that lies about 150 to 600 feet below the ground surface and is between 400 and 600 feet thick. The Lake City Formation, the lower producing zone, lies 1,100 to 1,500 feet below the ground surface and may be as thick as 2,000 feet.

The Floridan Aquifer contains numerous cavities, permitting high transmission of water within the system. Water flows continuously throughout the cavities and moves from formation to formation as water is withdrawn and recharged. Water quality in the aquifer is good; in the District only chlorination is required prior to domestic consumption.

The surficial aquifer generally produces water under non-artesian conditions. These conditions occur where the upper surface of the zone of saturation is not confined and water is free to rise and fall directly in response to variations in recharge and discharge. The water is contained in sediments of quartz sand and the aquifer is irregular in thickness and composition. Wells 20 to 40 feet deep may yield five to ten gallons per minute (gpm) of water. By contrast, wells in the Floridan Aquifer yield up to 3,500 gpm. The surficial aquifer generally is not used for potable water supply.

Several artesian aquifers may exist 40 to 90 feet below the ground surface within the confining beds of the Hawthorne Geologic Formation. In the District, the Hawthorne forms a somewhat impervious barrier between groundwater and the Floridan Aquifer. It may contain pockets of porous materials from which limited supplies of water could be obtained.

Factors Affecting Recharge

Recharge potential is based on the amount of rainfall that occurs in an area; the conductivity, size, and extent of the surficial aquifer; the height difference between the water table of the surficial aquifer and the potentiometric surface of the Floridan Aquifer; the number and extent of sinkholes breaching the Hawthorne Formation; and the conductivity of the Floridan Aquifer. Soil and topographic surveys provide the best indicator of these characteristics and provide much of the basis for distinguishing areas with high recharge potential. High recharge areas include areas of coarse, sandy soils, and sinkholes, with water tables well below the surface. Recharge in the high areas may be up to 20 inches a year.

Recharge may also occur artificially, through injection wells. Artificial recharge also occurs through rapid infiltration basins, which allow highly treated effluent to percolate back to the aquifer from man-made ponds. Although artificial recharge replenishes the aquifer, its downside is the increased risk of groundwater contamination, particularly where stormwater runoff is injected directly into the Floridan Aquifer.

Sinkhole Potential

A summary of sinkhole potential at the District was performed as part of the application for renewal of the SFWMD Consumptive Use Permit in 1996. The potential for sinkhole formation within the CFTOD is described in that application as low, and the likelihood that groundwater withdrawal will induce sinkholes is also described as low. No sinkholes have been observed within the CFTOD during recent years. The rapid infiltration basins are visually inspected weekly for evidence of sinkhole activity.

Recharge Characteristics of the CFTOD

Although portions of the District have potentially high recharge characteristics, there are no areas within the CFTOD that have been designated by the South Florida Water Management District (SFWMD) as prime recharge areas. The SFWMD published a groundwater recharge potential map for Central Florida in 1996; recharge potential in the District as shown on the SFWMD map is displayed in Figure 6-1. Because of the large-scale nature and numerous assumptions inherent within the data bases employed for completion of the recharge potential mapping project, the resulting map product is intended to be used only as a regional ground-water management planning aid. District specific data and knowledge of soil types, land use and cover, and elevation confirm the limitations of the SFWMD map. Figure 6-2 uses soils, land use and cover, and to a lesser extent elevation, to show areas within the District with the highest recharge potential.

The potential for recharge is highest in the District's sandy, well-drained soils, which are concentrated in the area along SR 429 Road. This area also contains the highest surface elevations in the District and has characteristics that allow surface water to percolate to the aquifer. The balance of the District, including the theme parks and resort areas, are dominated by poorly drained soils that have low recharge characteristics. Recharge areas must be sufficiently high in elevation so that surface water can infiltrate against its upward-tending groundwater pressure.

Stormwater retention facilities are also used to accomplish groundwater recharge. The District's entire system of water control structures is designed to retain and maintain shallow groundwater elevations similar to those that existed in pre-development times, while at the same time providing a conveyance and flood control mechanism. In 1991, the District completed 85 rapid infiltration basins on the western side of the District. The basins are located in the area identified on Figure 6-1 and Figure 6-2 as having the highest recharge potential. A site specific analysis of groundwater recharge potential is

required for all development projects five acres or greater.

Figure 6-1: Recharge Potential – SFWMD Map

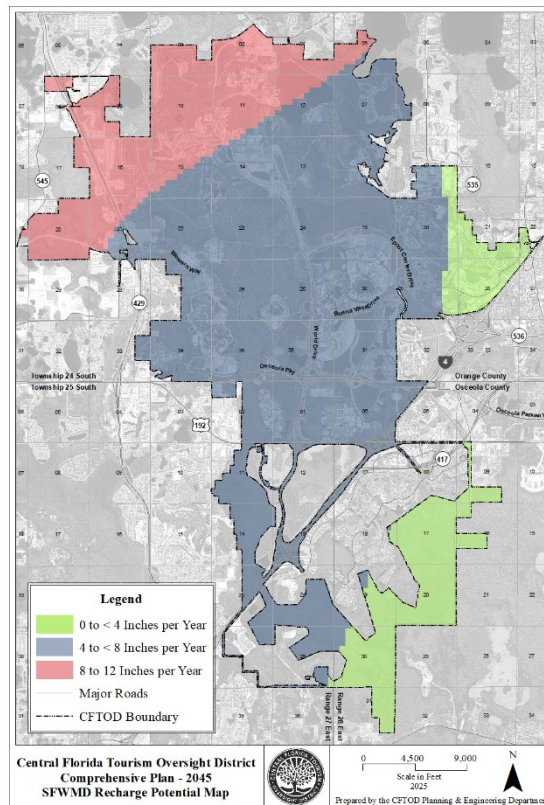
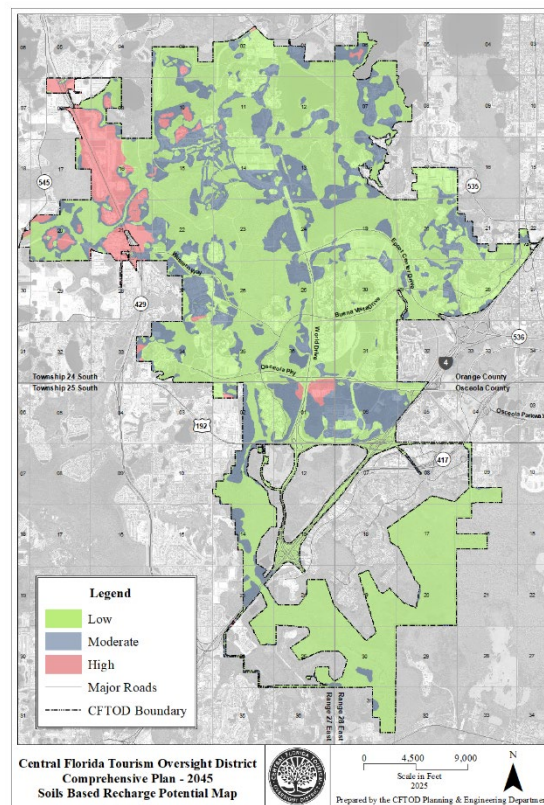


Figure 6-2: Recharge Potential Map – Soil Based



WITHDRAWAL CHARACTERISTICS

In Central Florida, groundwater withdrawal is regulated through consumptive use permits from the St. Johns or South Florida Water Management Districts. The CFTOD is permitted to withdraw up to 8.552 billion gallons annually, or 22.2 million gallons per average day. Actual withdrawal in 2023 was 6.012 billion gallons or about 16.47 million gallons per average day. This represents about 70 percent of the permitted amount. Additional information on the District's wells and withdrawal patterns is contained in the Potable Water Subelement of the Comprehensive Plan.

As a result of rapid development, groundwater withdrawal has increased both in the District and in the surrounding region. In the CFTOD, annual consumption rose about 5.0 billion gallons in 1990 to over 7 billion gallons in 2000. Since peaking in 2000, the annual consumption in the District has fluctuated between 4.2 billion gallons in 2020 (COVID) and 6.4 billion gallons in 2016. The CFTOD has taken a number of proactive measures to reduce the rate of withdrawal and increase the rate of recharge. Implementation of the treated effluent reuse program, described in the Potable Water Subelement, has resulted in the reduction in potable water requirements for new development and existing developments as they undergo redevelopment and has reduced the rate of growth in groundwater withdrawal. At the same time, the rate of recharge has been augmented as a result of the rapid infiltration basins. The CFTOD basins are located in an area with high recharge potential and offer significant environmental benefits. Extensive hydrological and geological tests have been carried out to ensure that treated effluent is sufficiently filtered by the time it reaches the aquifer. Groundwater monitoring wells have been drilled in this area to ensure that aquifer water quality is maintained in the vicinity of the basins.

WATER QUALITY CONSIDERATIONS

Certain land uses and activities are potential sources of contamination and can pose a threat to groundwater under certain conditions. Industrial uses, such as manufacturing and processing plants, may use liquids and solids that can mix with water if not properly disposed of or contained. Percolation from retention ponds or borrow pits adjacent to these uses may transport diluted hazardous wastes to the aquifer. Similarly, absorption of pesticides in agricultural areas may result in groundwater contamination. Both kinds of risks can be minimized through sound land use planning and management guidelines defined by the U.S. Soil Conservation Service (Best Management Practices).

Groundwater problems have been rare in the Orlando metropolitan area, but increased urbanization creates potential new risks. The potential sources of groundwater pollution in the CFTOD, namely the construction landfill, underground storage tanks, septic tanks, hazardous waste holding areas, and industrial (support service) areas, are all managed in a manner that minimizes potential risks. The District's development has generally occurred in areas with low recharge potential. The semi-confining sedimentary formation between the surficial aquifer and Floridan Aquifer further reduces the potential for contamination.

As development continues in the District and the surrounding area, conservation of groundwater and protection of groundwater quality remain an important priority of the CFTOD. Groundwater quality continues to be monitored at various locations around the District to guarantee the safety of the local drinking water supply and ensure that groundwater levels are maintained. Finally, the District's continued efforts toward improving surface water quality (through advanced wastewater treatment and retention ponds) will provide groundwater quality benefits because of the high transmissivity between surface water bodies and the aquifers.

SURFACE WATER AND WATER QUALITY

SURFACE WATER CHARACTERISTICS

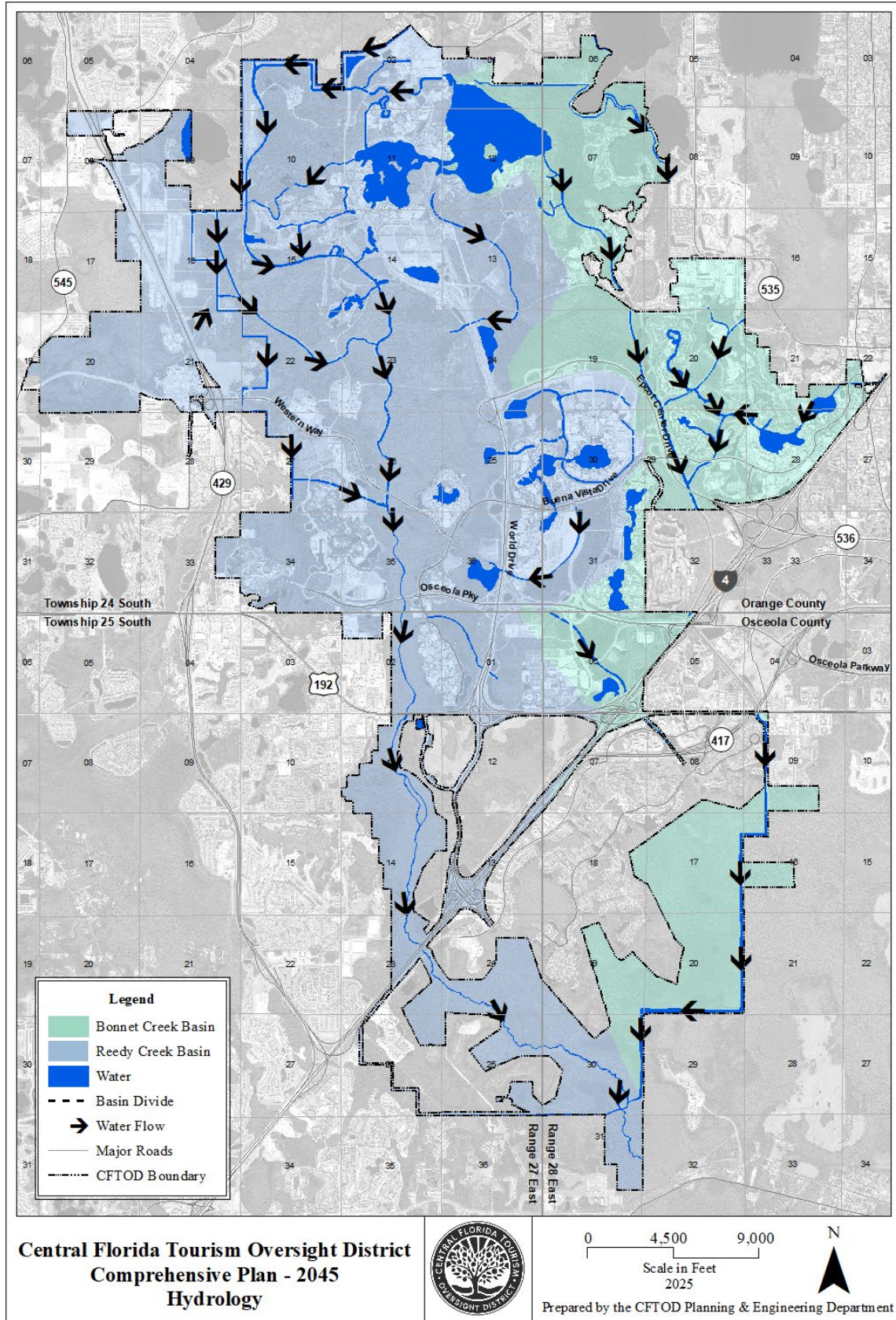
The CFTOD lies in the northern tributary sub-basin of Reedy Creek, which is part of the Kissimmee River Drainage Basin. Major tributaries to Reedy Creek are Whittenhorse, Davenport, and Bonnet Creeks. Cypress Creek is a northern tributary to Bonnet Creek. Within the District, Bonnet Creek (C-1 Canal) and Reedy Creek are the major drainage basins (see Figure 6-3). These sub-basins collect stormwater runoff from the eastern and western portions of the District, respectively.

The Reedy Creek Basin is characterized by low, undulating hills; relatively flat uplands; wide, swampy valleys; man-made canals; and lakes. The lakes and swamps retain large quantities of runoff, overflowing across wide, shallow marshes during the normally wet summer months and other periods of heavy rainfall. The Bonnet Creek Basin is characterized by similar upland terrain, but has less water entering the wetlands and more diverted into canals. The Bonnet Creek system is controlled at several locations by man-made structures, whereas the Reedy Creek system uses the natural characteristics of the existing riverine section south of the L-405 Canal to control flow.

Since 1967, drainage in the District has been improved with the use of canals, levees, culverts, and automatic flow-control structures. Drainage is characterized by relatively slow runoff rates and a high proportion of storage in lakes, ponds, and wetlands. The stormwater storage capacity in the District includes a portion of the Conservation area located along Reedy Creek north and south of Interstate-4. The CFTOD operates water-control structures designed to simulate the actual hydrologic conditions that would occur without these structures. Other surface water features in the District include Bay Lake, Seven Seas Lagoon, Village Lake, Black Lake, canals, stormwater ponds, and borrow pits.

The water levels of the Magic Kingdom waterways, Bay Lake, Seven Seas Lagoon, Village Lake, etc. are regulated by water-control structures. Bay Lake, which is connected to Seven Seas Lagoon, has controlled outlets to the headwaters of both Bonnet and Reedy Creeks. Lakes tributary to Bonnet Creek include Lake Mabel, Village Lake, Black Lake and numerous stormwater ponds. An extensive canal network provides conveyance of excess flow from these lakes and stormwater ponds to both Reedy and Bonnet Creeks. Black Lake supplies surplus water to Village Lake. Black Lake is a natural lake with fluctuations in water level dependent on rainfall, evapotranspiration, and groundwater inflow.

Figure 6-3: Hydrology



Reedy Creek's existing natural drainage systems require continued maintenance. Clearing and snagging of debris in streambeds, in lieu of channelization, is used wherever possible by the District to increase the flow rate. At the inception of the District, a reclamation plan was developed to maintain, as nearly as possible, natural ground and surface water levels within the framework of flood protection during periods of extreme rainfall. To accomplish this, a system of canals, water-control structures, and levees was designed in accordance with state laws governing water control plans.

The CFTOD Plan of Reclamation was approved in 1966, and a major portion of the improvements were constructed and in operation by 1971. The South Florida Water Management District periodically issues permits for the continued operation of water control facilities.

Previous studies by the CFTOD have documented the quantity and quality characteristics of incoming surface water and the surface water discharged downstream, together with intensive investigations of shallow and deep water aquifers. Because these studies are expected to continue in the future, the District will be able to effectively plan its water related facilities to avoid or mitigate adverse impacts on the environment. Furthermore, the reports provide valuable data relative to the effects of growth and development on water resources.

WATER QUALITY

The District maintains water quality in its surface waters to meet Class III (Recreational Use) standards. Most of the recreational lakes are of higher quality than the Class III criteria. The District has a state-of-the-art environmental laboratory, the staff of which regularly monitors surface water and groundwater quality conditions. The monitoring program for drinking water has been certified by the Florida Department of Environmental Protection. Monitoring is done by the District's Environmental Sciences Department, in coordination with the Planning and Engineering Department. An annual report summarizing water quality data is submitted to the CFTOD Board of Supervisors.

Reedy Creek is sampled quarterly, or as otherwise required to comply with permit conditions, for measurements of dissolved oxygen, Ph, total phosphorus, and total nitrogen. Heavy metals, pesticides, and herbicide conditions are sampled semiannually at various locations throughout the District. Macro-invertebrates are sampled quarterly in Reedy Creek and in other locations as needed.

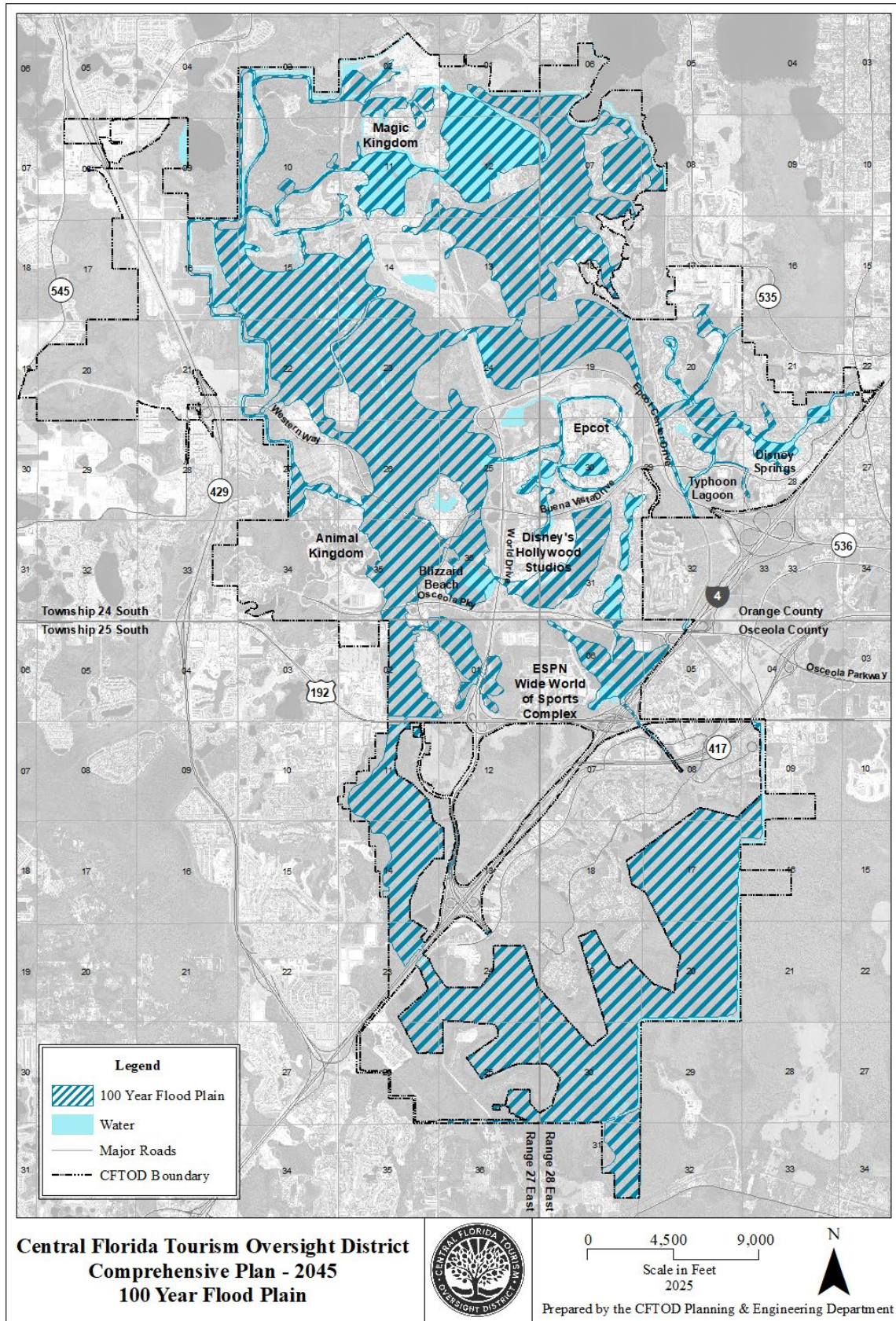
As development occurs in the Reedy Creek drainage basin the potential for surface water pollution increases. Water quality is affected by both point and nonpoint sources. Until the early 1990s, the principal point source in the District was the wastewater treatment facility, since that facility once discharged treated effluent into Reedy Creek and adjacent wetlands. The shift in wastewater effluent disposal from an "outfall" type system to rapid infiltration basins and effluent recycling, combined with the upgrade from secondary to tertiary treatment have decreased nitrate concentrations in Reedy Creek and its wetlands. The principal nonpoint pollution source is stormwater runoff. Runoff impacts on surface waters are somewhat mitigated by the use of retention/detention ponds to capture and filter runoff adjacent to developed areas. The District continues to explore and implement new programs to reduce pollution of surface waters from urban runoff.

FLOOD PLAIN

The District conducts regular mapping of the 100-year flood plain in the Bonnet Creek and Reedy Creek drainage basins north of the S-40 control structure. A drainage model is used to simulate the impacts of a 100-year storm. The model is periodically updated to reflect increases in impervious surface coverage and changes to the drainage system. Figure 6-4 indicates the boundaries of the flood plain. These boundaries encompass 10,656 acres.

Limiting development in the flood plain protects public safety and minimizes potential property damage. Flood plain conservation also aids in maintaining the natural drainage system in the District and in preserving ecologically sensitive areas that are periodically inundated. At the present time, the 100-year flood plain consists of portions of the Fort Wilderness campground and nearby golf courses, and large areas that are undeveloped and managed for conservation. These areas contain relatively few structural improvements.

Figure 6-4: Flood Plain



PRECIPITATION

The average annual rainfall in the District is 52.7 inches or 35.1 billion gallons of water. Approximately 36.9 inches of the total annual rainfall, or 24.6 billion gallons, is returned to the atmosphere through evaporation from land and water surface and through plant transpiration. Another 10.5 inches, or 7.0 billion gallons, of the annual rainfall is discharged through runoff into the District's streams and water control system. Generally, the remaining 5.3 inches (3.5 billion gallons) percolates into the soil to replenish the groundwater supply. Rainfall characteristics are summarized in Table 6-1.

Table 6-1: Summary of CFTOD Water Resources

Rainfall Characteristics	Rainfall Amount (in inches)	Annual Water Yield (Billions of Gallons)
Annual Evapotranspiration	36.9	24.6
Runoff & Infiltration	10.5	7.0
Natural Groundwater Recharge	5.3	3.5
Annual Rainfall	52.7	35.1

NOTE: Formula for Yield: rainfall in feet x acreage x 325,851 gallons per acre-foot.

GEOLOGY, SOILS, AND MINERALS

GEOLOGY

General surface elevations in the District vary from a minimum of 65 feet above sea level to a maximum of 135 feet above sea level (see Figure 5-4). From surface and subsurface samples, the geology appears to consist of approximately 20 to 60 feet of Pleistocene sands overlain on 40 to 90 feet of Miocene (Hawthorne Formation) fine sands, with occasional clay layers. The Pleistocene sands are fine or fine-to-medium grained and are somewhat silty or clayey. They may be overlain by organic materials at the surface. Along the west boundary of the District, there are sand dunes believed to be relic shoreline features from sea level fluctuations during the Pleistocene epoch.

SOILS

Soils with similar profiles constitute a soil series. All the soils of one series are similar in thickness, arrangement, and other important characteristics. Soils of one series may differ in texture of the surface layer and in slope, or some other characteristic that affects use of the soil. On the basis of such differences, a soil series is divided into phases. The name of the soil phase indicates a feature that affects land use management, such as slope. This information can be used to evaluate sites for roads, buildings, and other structures, and to determine the suitability of the soils for agriculture, recreation, or industry, and groundwater recharge.

The general characteristics of soils in the District are described below. Figure 6-5 identifies the location of the major soil types.

Generalized Soil Types

Soils of the Uplands and Low Ridges – This category includes the Candler and Tavares soil series found in the northwest part of the District. The soils are nearly level to gently sloping and are excessively drained. They are located on upland areas and are sandy and highly permeable throughout. A seasonal high water table is located at a depth of more than 80 inches. The soils are typically used for citrus crops or pasture. Candler soils require little or no corrective measures when developed. In the CFTOD, the Candler and Tavares soils have been developed with rapid infiltration basins.

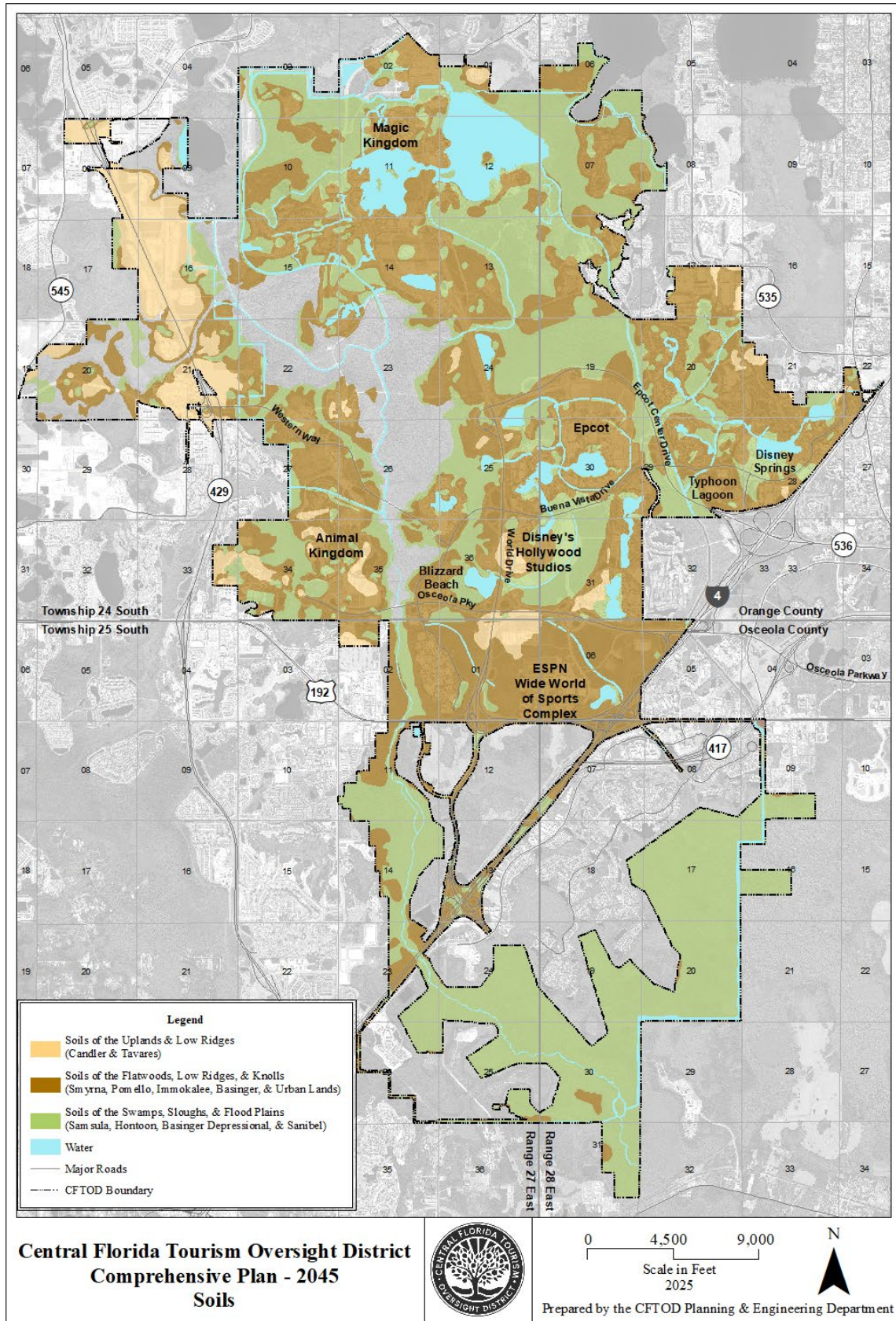
Soils of the Flatwoods and Low Ridges – These are the predominant soil types in the urbanized portions of the District. They occur in broad flatwood areas interspersed with low ridges and knolls. Representative soils include the Smyrna, Pomello, Myakka, and Immokalee Series, as well as Basinger Fine Sand. These soils are nearly level and poor to moderately well drained. In many areas, the water table is close to the surface for several months of the year. The natural vegetation on these soils consists of longleaf and slash pine.

The upper layers of these soils are typically sandy. Permeability is rapid in the surface and subsurface layers and moderate in the subsoil. Some of the soils are considered well suited for citrus crops and pasture. Due to the wetness of the soil and high water table, and the high sand content, these soils have a number of limitations for road and building construction. Water control measures and stabilization are typically required to accommodate urban development. Consequently, within developed areas, many of the soils in this association have been overcovered or mixed with other soil types through fill and earthmoving operations.

Soils of the Swamps, Sloughs, and Flood Plains – This category includes the Samsula, Hontoon, Floridana, Riviera, and Terra Ceia soil series, and Basinger depressional soils. Most of these soils correspond to freshwater swamps and marshes or low-lying flood plain areas. The soils are nearly level and are poorly to very poorly drained. The soils may be flooded for long periods after heavy rains and typically have a water table within 10 inches of the surface for more than half the year. The areas may be ponded for several months of the year.

Under natural conditions, these soils have many limitations for agricultural and urban uses. Flooding and wetness limit their suitability for urban uses, and major flood control facilities are typically required before these soils may be developed. In some locations, drainage improvements have altered the natural conditions on some of these soils and reduced some of the naturally occurring development constraints.

Figure 6-5: Soils



Classification System

The capabilities and limitations of soils are used as a planning guide in selecting desirable development sites or road corridors and as a basis for further investigations. In no way do the general classifications described in the Comprehensive Plan eliminate the need for detailed on-site studies and tests required in the planning, design, and construction of a specific project. Soil limitations are classified as slight, moderate, severe, and very severe.

Drainage and Recharge

The drainage and recharge capabilities of each soil type in the District are described below. Soils with essentially the same characteristics have been grouped together to form the following four categories:

Excessive Drainage, High Recharge – These soils are excessively drained, with the water table usually five feet or more below the surface. Recharge of the Floridan Aquifer most likely occurs in these areas. The Candler and Tavares series (see Figure 6-5) fall in this category. Land uses that accommodate recharge and minimize risks to groundwater quality should be planned in these areas.

Moderate Drainage, Secondary Recharge – These soils are moderately drained, with the water table two to five feet below the surface. High water loss from evapotranspiration makes aquifer recharge somewhat less likely than compared to high recharge areas.

Poor Drainage, Poor Recharge – The water table of the soils in this category is at or near the surface during much of the year. While surface sands are permeable, underlying confining beds have a high clay content, thus allowing only minimal aquifer recharge.

Very Poor Drainage/Swamp, Very Poor Recharge – These soils are inundated for much of the year. In many of these areas, no recharge to the Floridan Aquifer can occur under natural conditions.

Soil Erosion

Soil erosion is effectively managed and monitored by the District. Erosion by wind and surface runoff is reduced to a minimum through the use of:

- Best Management Practices during construction;
- A well-managed and maintained water control system; and
- Retention of natural vegetation in undeveloped areas.

During construction, exposed sites are watered frequently, natural windbreaks are left in place, and detention ponds are used to cleanse surface runoff prior to discharge off-site. Temporary outfall locations are protected with filter fabric fencing and hay bales.

The District policy of retaining land in its natural state prior to development greatly reduces wind and water erosion. The District water control plan requires maintenance of canals, and as conditions warrant, all canals are dredged to remove silt deposits. Canal slopes are also maintained through periodic reshaping and monthly mowing.

MINERAL DEPOSITS

The District contains an abundance of sand. Its degree of purity and consistency is of no commercial value other than as a source of fill dirt for construction and highway purposes. There are a number of excavation sites in the District where sand has been extracted for construction.

AIR QUALITY

The District does not currently monitor air quality. Orange County operates two sampling stations at which all federal air quality standards are monitored. The location nearest to the CFTOD is located in Winter Park, about 20 miles to the northeast. Carbon monoxide, nitrogen oxides, ozone, sulfur dioxide, PM₁₀, wind speed, and wind direction are measured at this location. More limited air pollution data is collected at other locations in the region. The closest location at which ozone is measured is the Kissimmee station, located about four miles from the Magic Kingdom.

On March 12, 2008 the U.S. Environmental Protection Agency (EPA) lowered the National Ambient Air Quality Standard for ozone, the principle component of smog. Both the primary and secondary standards are now 75 parts per billion. Both standards are evaluated over an eight-hour time period, and compliance is based on the three-year average of the annual fourth highest maximum daily eight-hour concentration. It is possible that Orange County could become a nonattainment area as a result of the lower federal standard. However, DEP maintains recent nitrogen oxide control equipment requirements for power plants, new state rules requiring control of gasoline vapor emissions from gas stations in all counties, and EPA emission control rules for new passenger cars, diesel trucks, and buses will reduce ozone level in Florida. A summary of 2024 data from the Winter Park station are shown in Table 6-2.

Table 6-2: Orange County Air Quality Measurements

Parameter	Federal Standard	Measurement	2024 Highest
Total Particulate Matter 10	150	Micrograms per cubic meter daily avg. on 1/1	56.5
Ozone	70	parts per billion in eight hour on 4/25	73
Carbon Monoxide	35	parts per million in one hour on 1/1	1.3
Sulfur Dioxide	75	parts per billion in one hour on 8/7	3.9
Nitrogen Dioxide	53	parts per billion in one hour on 3/20	27.4

SOURCE: <https://fldep.dep.state.fl.us/air/flaqs/HighReport.asp?HighestYear=2024&SiteId=120952002>

FLORA AND FAUNA

The natural vegetative communities of the CFTOD fall into two general categories: forested uplands and wetlands. The forested uplands consist primarily of coniferous forest, hardwood forest, and mixed forest. Wetland communities include forested wetlands, mixed wetlands, and marshland. The District's ecological communities are categorized according to the Florida Land Use and Cover Classification System.

PLANT COMMUNITIES

Forested Uplands

Forested uplands (shown in Figure 6-6) include the drier areas of the District. They have a tree-crown density of 10 percent or more and consist of trees capable of producing timber or other wood products. The following communities are represented:

Coniferous Forest – Any natural forest whose canopy is at least two-thirds dominated by coniferous species is classified as a Coniferous Forest. At approximately 693 acres, this is the largest vegetative community of uplands in the District. It is primarily composed of pine flatwoods, slash pine, and upland pond pine.

- **Pine Flatwoods** – This plant community represents most of the District's coniferous forest acreage. It is dominated by longleaf pine on the drier sites and slash pine on the wetter ones. Typical understory includes saw palmetto, wiregrass, wax myrtle, fetterbush, and gallberry. Fire and water create major stress conditions; when they are non-existent, a successional move to hardwoods will result. This community has good wildlife values and is well suited to deer, raccoons, squirrel, quail, and many songbirds.
- **Slash Pine** – This is a transitional vegetative community including pine flatwoods with successional hardwoods in the understory. These occur in relatively small areas, mainly adjacent to wetlands. There are just over 200 acres of slash pine forest within the District.
- **Upland Pond Pine** – Upland pond pine communities are typically located on the fringes of wetlands. The pond pine is relatively fire resistant and is particularly successful in reestablishing itself after a fire. It occurs in association with sweetgum and pond cypress.
- **Other Pine Communities** – Smaller areas within the District are vegetated with longleaf pine/ xeric oak, sand pine, and mixed pine forest.

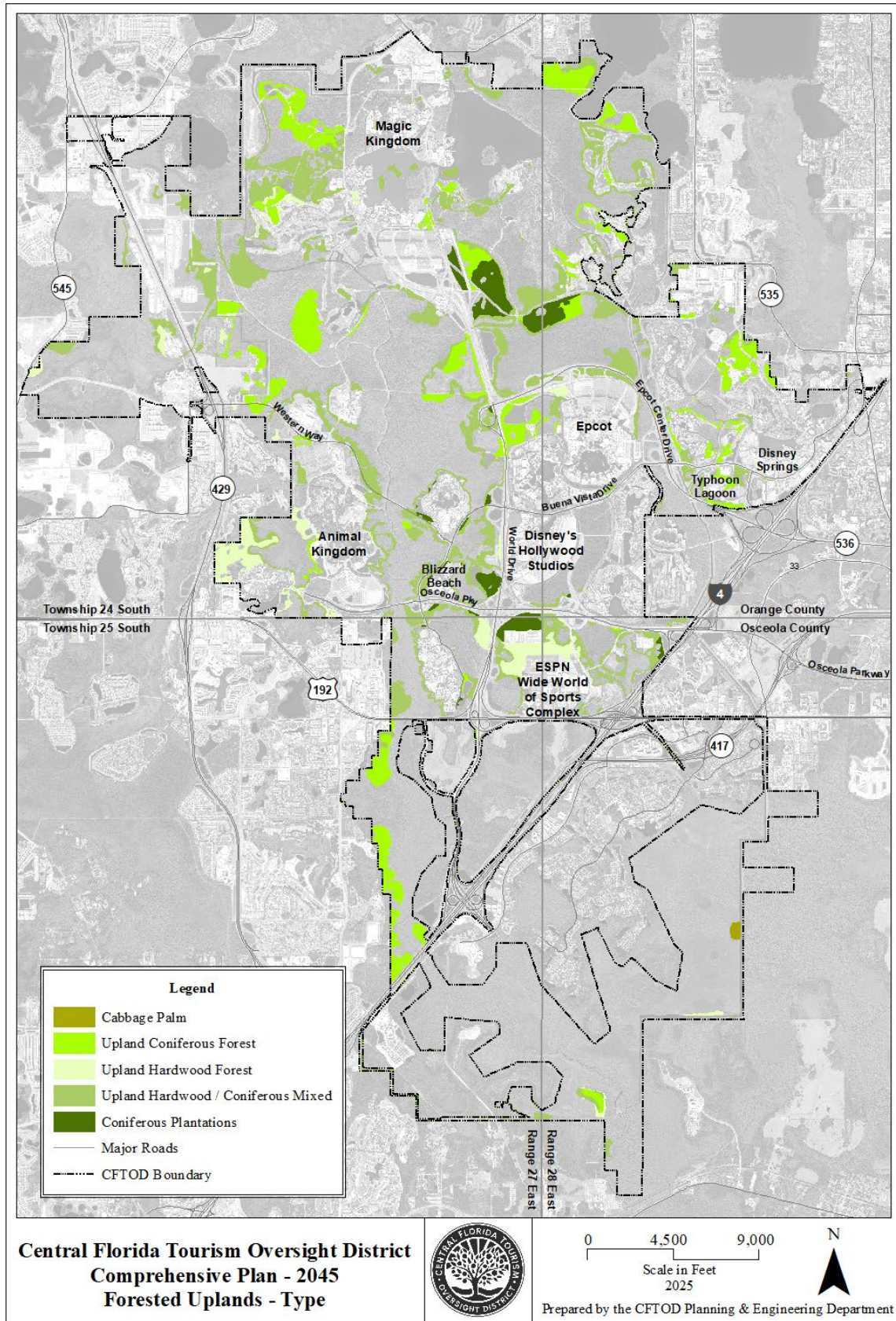
Hardwood Forest – A hardwood forest has a dominant tree crown of hardwood species as a result of natural seeding. As shown in Figure 6-6, this area is primarily located north of Disney's Wide World of Sports and west of Animal Kingdom. Hardwood forest represents just over one percent of the District's naturally vegetated area. Xeric oak is the dominant community and is described below.

- **Xeric Oak** – Generally located on well-drained upland sands, this forest area is dominated by xeric oak. Typical species are live oak and turkey oak. This is a relatively small community that occurs on low ridges within depressed topographical areas.
- **Other Hardwood Communities** – Other hardwoods in the District include upland hardwood forest, wax myrtle-willow, live oak, cabbage palm, and mixed hardwoods. These areas represent a combined total of less than 50 acres. Trees within these areas include holly, flowering dogwood, laurel oak, live oak, sweetgum, and willow. Understory vegetation includes American beautyberry, sparkleberry, wax myrtle, aster, greenbriar, wild grape, yellow jessamine, blackberry, and panicum.

This type of vegetation makes a good habitat for deer, turkey, squirrels, raccoons, and many songbirds.

Mixed Forest – As shown on Figure 6-6, a few areas of mixed forest occur in the District. These areas consist of forested areas in which neither coniferous nor hardwood species dominate. Native vegetation includes turkey oak, live oak, longleaf pine, wiregrass, gallberry, and saw palmetto. The largest mixed forest areas are located on the edges of the Magnolia Golf Course.

Figure 6-6: Forested Uplands



Wetlands

There are approximately 11,020 acres of wetlands in the CFTOD, representing 45 percent of the District's total area and more than 81 percent of its naturally vegetated areas. Wetlands are divided into three major categories; forested wetlands, mixed wetland, and marshland. Wetlands are shown on Figure 6-7. Shallow areas of water with submerged vegetation are classified as water and not included in this category.

Within wetland areas, the water table is at, near, or above the land surface for significant portions of most years. Soils are very poorly drained and are high in organic and mineral content. The quality of the wetlands within the District varies, with those located south of US 192 generally considered to have higher ecological value. Many of the northerly wetlands have been disturbed or partially disturbed as a result of drainage improvements and adjacent development. The CFTOD has raised water control elevations on some of the canals to restore impacted wetlands, but full restoration has proven to be difficult on a large scale basis.

Forested Wetlands – A forested wetland is any wetland with a significant component of woody vegetation. About 95 percent of all wetlands in the District fall into this category. Plant communities include cypress, pond pine, wetland hardwoods, bay swamps, shrub wetland, slash pine, stream and lake swamps, titi swamps, and wetland forested mixed.

Cypress Wetlands, Pond Pine Wetlands, and Slash Pine Wetlands. These three wetland types are found primarily in the Reedy Creek swamp south of US 192. A large cypress swamp is located within District boundaries to the east of Celebration. Typical plants in the cypress swamp are bald cypress, pond cypress, black gum, and maple. Understory plants include buttonbush, wax myrtle, cinnamon fern, greenbriar, and narrowleaf sawgrass. Pond pine dominates the small wetlands in the southern part of the District west of Reedy Creek, mostly on wet, flat land with low pH soils. A narrow band of Slash Pine wetlands is located just north of EPCOT Center. The submerged and saturated condition of the soils of pine wetlands and the general absence of fires reduces competition from hardwoods and keeps the communities from successional change. Coniferous wetlands are a valuable resource. They provide water storage areas by holding excess water and slowly releasing it into the water table. By absorbing nutrients from the water, cypress swamps enhance water quality. Fluctuation of the water table is needed for natural regeneration. Drastic changes in the water table or a stabilized water level may change the plant community. Important as a wildlife refuge area, these wetlands are well suited for waterfowl, wading birds, and aquatic animals. Permanent residents of cypress swamps may be relatively few; however, much of the wildlife of other ecosystems is dependent on these areas for breeding. The most common animals found are deer, raccoons, alligators, frogs, turtles, and water snakes. Many birds are found in this habitat, including anhinga, ibis, egrets, herons, and wood duck.

Shrub Wetland – Shrub Wetlands are located to the south and east of Celebration, just south of the Cypress Swamp area. These wetlands are characterized by a predominance of evergreen shrubs such as sweet pepperbush, large gallberry, and wax myrtle. Pond pine and slash pine may also be present. Water levels are often high, although the surface of these wetland areas may dry during drought periods. An abundance of fruits and shrubs attracts many birds and mammals.

Wetland Hardwoods – Areas of wetland hardwood forest occur west of Animal Kingdom, south of Blizzard Beach, and east of Celebration. As a result of natural seeding, hardwoods dominate the crown closure. Characteristic vegetation includes red maple, pond cypress, black gum, bald cypress, water hickory, and willows. Buttonbush, dahoon holly, cinnamon fern, royal fern, and lyonia are typical understory plants. Wildlife in these areas are adapted to wet conditions. Periodic flooding is essential to maintain this system.

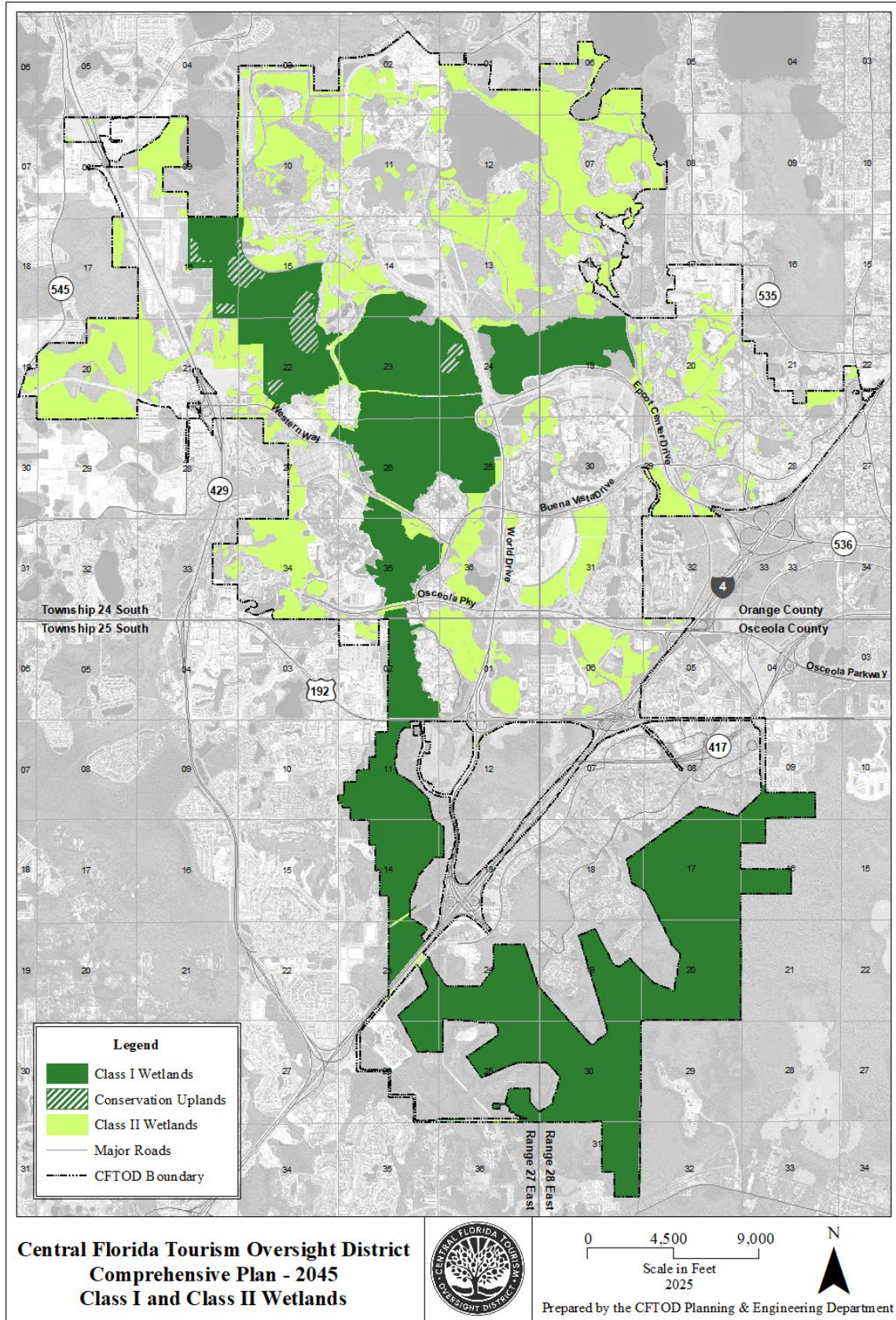
Hardwood areas are of great value for wildlife and for maintaining good water quality. The community is highly sensitive to changes in the water cycle and will change if the water table is lowered. These areas improve water quality and act as natural storage areas for floodwaters. A large variety of wildlife is found in the wetland hardwood community. Typical wildlife includes squirrel, raccoon, otter, wood duck, owls, warblers, woodpeckers, and Carolina wren. Undisturbed areas provide good travel routes for all forms of wildlife.

Bay Swamps, Stream and Lake Swamps, and Titi Swamps – These three wetland communities are actually subsets of the wetland hardwood community. Bay swamps are so named because bay trees such as loblolly bay, swamp bay, and sweetbay predominate. Bay swamps are dominated by evergreen trees and shrubs and typically occur in depressions. Soils are kept moist by seepage from adjacent uplands, providing a refuge for plants and animals and providing highly organic soil often overlain by peat. Such areas are located to the north and east of Bay Lake, northwest of the Magic Kingdom, and in the Reedy Creek Swamp south of Celebration. Titi swamps are a variety of Bay swamps dominated by titi (an evergreen shrub) but sometimes also containing slash pine or pond pine. A small Titi swamp is located southwest of Animal Kingdom. Both Bay and Titi swamps have a dense understory of shrubs. Stream and lake swamps are located along the bottomlands of streams and are characterized by hardwoods like tupelo, water ash, red maple, and sweetgum. These trees are essential to the swamp ecosystem, providing food and shelter for a variety of animals. A Stream and Lake Swamp area is located along both sides of Reedy Creek between US 192 and I-4.

Wetland Forested Mixed – This is the largest plant community in the District and the predominant wetland plant community. It includes most of the Reedy Creek flood plain as well as extensive areas north of EPCOT, west of the Magic Kingdom, southeast of Disney/MGM Studios, west of Hartzog Road, and around the Eagle Pines Golf Course. The community includes a mix of hardwoods and conifers; however, neither the hardwoods nor conifers achieve the two-thirds crown dominance in these areas. The area contains broadleaf deciduous and evergreen trees, needle-leaf trees, and a variety of plants adapted for flood plain conditions. These areas are richly endowed with animal life to match their plant species diversity.

Marshlands – A very small number of fresh water marshes and wet prairies occurs in the District. These are vegetated, but non-forested, wetlands. Usually confined to level areas, uniform identification of this category is difficult because long-term drought or high rainfall can change the wetland area. The largest freshwater marsh is located west of World Drive north of EPCOT Center Drive. Sawgrass, cattail, and wet prairie species are the predominant vegetation of a freshwater marsh. They appear as open expanses of grasses, sedges, and other herbaceous plants, such as blue flag, pickerelweed, and pennywort. Marshes are excellent habitats for many wildlife species, including a variety of birds and waterfowl. Animals common to the area are otter, raccoon, marsh rabbit, deer, salamander, frogs, turtles, snakes, alligator, herons, egrets, ibis, limpkins, and hawks. Serving as a filter system, marshes protect rivers and lakes from eutrophication and retain water during drought. As a community, they become highly endangered as variations in water patterns change the plant diversity and productivity.

Figure 6-7: Wetlands



Wetlands Management

Long Term Permits – Due to the sensitive nature of wetlands and their important ecological functions, wetland alterations are subject to extensive regulatory controls. Permits from state and federal agencies are required before wetlands may be filled and extensive mitigation is mandatory. In 1992, certain wetlands within the CFTOD were approved for impact and mitigation. Through the Long Term Permits, the District and its major landowners agreed to extensive on-site and off-site mitigation to offset the impacts of development on about 729 acres of on-site wetlands. On-site mitigation included conservation of the 8,322 acre Wildlife Management Conservation Area (WMCA) and a 410-acre wetland north of EPCOT, degraded by diversion of Bonnet Creek, was restored by raising the water elevation several feet.. Off-site mitigation included the purchase, enhancement, restoration, and management of the 8,480 acre Walker Ranch, now known as the Disney Wilderness Preserve. The ranch, located 13 miles south of the CFTOD in Osceola and Polk Counties, is within the Reedy Creek drainage basin and includes xeric, mesic, flatwood, hydric, and aquatic plant communities. Approximately 1,673 acres of wetlands and 912 acres of uplands on the site have been restored or enhanced.

The issuing agencies and permit numbers for the outstanding Long Term Permits are as follows:

Agency	Permit Number
South Florida Water Management District	#48-00714-S
Army Corps of Engineers	#199101901 (IP-GS)

The Long Term Permits were modified in the fall of 2015 to provide for impacts to an additional 575 acres of wetlands in addition to the remaining 228.35 acres of wetland impacts mitigated under the initial Long Term Permits. The additional 575 acres of wetland impacts have been off-set through implementation of a mitigation plan at a site known as Mira Lago, the lone remaining large parcel, entitled for development, located among a mosaic of other conservation lands including the Disney Wilderness Preserve, Lake Kissimmee State Park, Lake Wales Ridge State Forest, Catfish Creek Preserve State Park, Southport Mitigation Bank, Hatchineha Ranch Mitigation Bank, and Bullfrog Bay Mitigation Bank. The 3,004 acre Mira Lago site is located within strategic areas of several federal, state, and regional landscape and ecosystem planning initiatives including areas important for ecological connectivity, habitat for protected or rare species, and managing, restoring, and protecting water resources. A significant regional environmental benefit has been realized through the acquisition and change in land use on Mira Lago from development to conservation. The property site consists of environmentally sensitive lands whose preservation will be provided through a conservation easement. As with the Disney Wilderness Preserve, implementation of hydraulic improvements consisting of ditch blocks and low water crossings to restore historic water flow across the site and to re-establish natural wetland hydro-periods will result in wetland restoration and upland habitat enhancement.

A functional assessment using Uniform Mitigation Assessment Method (UMAM) estimated a functional gain on the Mira Lago property through the implementation of the mitigation plan of 1,269.41 UMAM units. These UMAM credits are available to offset wetland impacts within the CFTOD/WDW property on a 1 UMAM to 1 acre of wetland impact. Currently the SFWMD and ACOE Long Term Permits only provide for the use of 575 of the 1,269.41 UMAM units. The remaining 694.41 UMAM could become available to offset wetland impacts within the CFTOD/WDW property with a modification to the Long Term Permits with the successful completion of the Mira Lago mitigation plan. The regional significance of the preservation of the Mira Lago property far exceeds the ecological value of the Class II Wetland within the CFTOD. A cumulative impact

assessment was conducted and no unacceptable cumulative impact will occur since the compensatory mitigation provided within the same watershed as the CFTOD/WDW property will fully offset wetland functional loss.

The Long Term Permits require that a number of practices and policies be adopted by the District to further protect wetlands from development impacts. These are included in the Future Land Use Element of this Plan and have also been codified in the Land Development Regulations. A two-tiered system was set up to classify wetlands. Class I Criteria applies to all areas (wetland and upland) within the Wildlife Management Conservation Area (WMCA), any wetlands covered by conservation easements, and all wetlands that provide habitat for protected species. All other wetlands not identified for impact are defined as Class II. Figure 6-7 identifies the location of Class I wetlands (and uplands within the WMCA) and Class II wetlands.

The District's policies and development regulations further require that wetlands are protected by an undisturbed upland buffer at least 15 feet wide (and averaging 25 feet wide), and that adjacent development not adversely affect either the wetland or the buffer. Development within Class I wetlands is strictly limited to what is allowed by the Deed of Conservation Easement subject to any restrictions contained within the Deed. Class II wetlands not approved for impact under the Long Term Permits may be used for passive recreation (i.e., trails) and, in special circumstances, for access and utility corridors. The loss of wetland acreage within the District is fully mitigated according to the policies set forth in the Future Land Use Element, Land Development Regulations and by the preservation of more regionally significant landscapes.

RARE, ENDANGERED, AND THREATENED SPECIES

Since 1970, the CFTOD has conducted ongoing programs to inventory all plant and animal species within the District. More than 500 species of flora and nearly 300 species of fauna have been identified and/or observed. These species are listed in tables in appendices to this Plan. About 11 of the identified animal species have been identified as threatened, endangered, or species of special concern by the Florida Game and Freshwater Fish Commission or the U.S. Fish and Wildlife Service.

Table 6-3 lists endangered or threatened species, and species of special concern observed in the District. Endangered refers to a species that is, or soon may be, in immediate danger of extinction unless the species or its habitat is fully protected and managed. Threatened refers to a species that is very likely to become endangered in the near future unless its habitat is fully protected and managed. A species of special concern is one that warrants special protection because:

- it may become threatened due to pending degradation or human disturbance, unless protective management strategies are employed;
- it cannot be classified as threatened until its status is more fully understood;
- it occupies such an essential ecological position that its decline might adversely affect associated species; or
- it has not sufficiently recovered from a past decline.

The following species have been removed or reclassified since 2010:

- Snowy Egret (Previously State Species of Special Concern)

- White Ibis (Previously State Species of Special Concern)
- Limpkin (Previously State Species of Special Concern)
- Wood Stork (From Federally Endangered to Federally Threatened)
- Florida Black Bear (Previously State Threatened)
- Sherman's Fox Squirrel (Previously State Species of Special Concern)
- Florida Mouse (Previously State Species of Special Concern)
- Gopher Frog (Previously State Species of Special Concern)
- Florida Pine Snake (From State Species of Special Concern to State Threatened)

Table 6-3: Protected Species Observed Within the District

Common Name		December 2018		Habitat
		USFWS	State	
Birds				
	Little Blue Heron	--	ST	Marshes, lakeshores, ponds, ditches, and pasture
	Florida Sandhill Crane	--	ST	Wet prairies, lake margins, pastures; nests in pickerelweed, and maidencane marshes
	Florida Scrub Jay	T	FT	Oak scrub with open ground
	Wood Stork	T	FT	Forage in freshwater and brackish marsh; nest in cypress and mangrove swamps
Mammals				
	Florida Panther	E	FE	Rarely observed within the CFTOD
Reptiles and Amphibians				
	Alligator	T(S/A)	FT(S/A)	Lakes, ponds, sloughs, and marshes
	Eastern Indigo Snake	T	FT	Varied habitat from wet prairie to xeric pineland and scrub
	Short-Tailed Snake	Under Review	ST	Turkey oak-longleaf pine, occasionally upland hammock and sand pine scrub
	Gopher Tortoise	Candidate	ST	Sandhills, sand pine scrub, live oak hammocks, palmetto prairie, pine flatwoods, abandoned grove and pasture.
	Florida Pine Snake	Under Review	ST	Uplands
	Sand Skink	T	FT	Rosemary scrub, sand pine scrub, oak scrub, and scrubby flatwoods

Legend: F = Federally

S = State

E = Endangered

S/A = Similarity of Appearance

SSC = State Species of Special Concern

The mix of wetlands, uplands, pine flatwood, and xeric oak habitats creates high quality habitat in much of the CFTOD. Most of the wetland communities, and some of the forested uplands, have been designated for non-development uses to ensure that they continue to function as viable wildlife habitat. The Florida scrub jay and gopher tortoise are among the species of greatest concern in these areas. Wood storks, sandhill cranes, and herons are also sighted with some frequency in the wetland areas, as are alligators. The Florida panther is periodically sighted in the vicinity.

A family of threatened scrub jays was relocated from the District to the Archibold Biological Station in the early 1990s. Although no other scrub jays have been observed within the District, suitable habitat is

present. The District continues to require pre-development wildlife surveys and will require consultation with the Florida Game and Freshwater Fish Commission regarding appropriate mitigation measures in the event that proposed development may impact a scrub jay nest.

Several areas within District boundaries provide suitable habitat for the gopher tortoise. The District is permitted to remove gopher tortoises under a 1991 take permit issued by the Florida Game and Fresh Water Fish Commission with mitigation for habitat loss being provided through the Walker Ranch habitat restoration program described above. However, as a matter of course, the District continues to relocate gopher tortoises to suitable habitat when they are encountered on new development sites. The tortoise is typically found in pine flatwoods, xeric oak, and abandoned pasture land.

There are also 29 threatened plant species within the CFTOD. Although plants are not protected from development impacts by state or federal law, the District and its major landowners routinely conduct botanical surveys and encourage site plans and construction practices which minimize harmful impacts.

Note: Hazardous waste is covered in the Solid Waste Subelement of this Plan.

ENERGY CONSERVATION AND REDUCTION OF GREENHOUSE GASES

THE BUILD ENVIRONMENT

The District's primary landowner published a Corporate Responsibility Report 2023 Report wherein the company committed to minimizing its overall impact on the environment while encouraging and activating environmentally responsible behavior on the part of its employees, guests, and business associates. Specifically the company aims to conserve water, energy and ecosystems; to reduce greenhouse gas emissions; to minimize waste; and to inspire public consciousness in support of environmental sustainability. Key focus areas include:

Water and Energy Conservation

Investment in new technologies and systems that enhance water and energy conservation. Include water and energy management as an integral part of planning for future projects to reduce their consumption.

Greenhouse Gas (GHG) Emissions Reductions

Reduce GHG emissions by identifying the sources and implementing solutions, including source elimination, efficiency improvement, minimizing transportation and other fuels, and increasing the use of clean fuels.

- All Walt Disney World transport buses run on R50 (50 percent) renewable diesel fuel made from used cooking oil and non-consumable food waste and 50 percent diesel fuel.
- Three solar energy facilities provide 136.5 megawatts of power with another 74.5-megawatt solar facility scheduled to begin operation in late 2025. When the 74.5-megawatt Bronson Solar facility

comes online, CFTOD will be supplying approximately 35% of its energy requirements from solar generation.

Environmental Goals

The company participates in the Florida Department of Environmental Protection's *Florida Green Lodging Program (GLP)*, a voluntary initiative that recognizes hotels/resorts that conduct a thorough property assessment and implement a specific number of environmental practices in five areas of sustainable operations:

1. Communication and education (customers, employees, public);
2. Waste education, reuse and recycling;
3. Water conservation;
4. Energy efficiency; and
5. Indoor air quality.

At this time all Disney owned resorts are certified. Additionally, four of the nine non-company-owned resorts are certified. The Florida Green Lodging designation is valid for three years from the date of issuance. To maintain designation, properties are required to submit environmental performance data (water, waste, energy) annually. Properties must also implement at least two new environmental practices from any of the five areas of sustainable operations.

Central Florida Tourism Oversight District
City of Bay Lake
City of Lake Buena Vista
COMPREHENSIVE PLAN
2045

**RECREATION AND OPEN SPACE
ELEMENT**

**Part A:
Policies**

INTRODUCTION

The Recreation and Open Space Element describes provisions for recreational facilities and open space within the District. Although recreation and open space elements traditionally focus on permanent residents, this element examines primarily private recreation, and addresses the needs of employees and visitors, as well as residents. The element consists of a “Policies” component, [Part A](#), which includes goals, objectives, and policies, and a “Supporting Data and Analysis” component, [Part B](#), which provides narrative text, tables, and maps describing existing and future conditions.

GOALS, OBJECTIVES, AND POLICIES

GOAL

It is the goal of the ~~Reedy Creek Improvement District~~ [Central Florida Tourism Oversight District](#) to promote the creation of state-of-the-art vacation and recreation facilities; to maintain and expand access to these facilities; and to retain the visual, environmental, and psychological benefits provided by open space in the District.

Objective 1

To promote the creation of high quality recreational facilities by the private sector that utilize technological advances, new concepts, and innovative designs.

- Policy 1.1: The ~~RCID~~[CFTOD](#) shall continue to maintain building codes and Land Development Regulations that permit the practical application of new and advanced concepts, designs, and ideas in recreation and entertainment.
- Policy 1.2: The Land Development Regulations shall permit and encourage the integration of recreational areas, facilities, and activities in existing and new commercial uses, such as shopping centers or office development.
- Policy 1.3: The Land Development Regulations shall permit and encourage a broad range of recreational experiences in the District, including expanded opportunities for cultural programs, such as the performing and visual arts.

Objective 2

To increase public access to recreational amenities in the District.

- Policy 2.1: The District’s Land Development Regulations and Building Codes shall continue to ensure barrier-free design within new recreational developments and shall include provisions for handicapped parking and handicapped-accessible transport.

Policy 2.2: The ~~RCID~~CFTOD shall continue to encourage the private sector in its community outreach efforts and shall support programs that encourage access to recreational attractions by economically disadvantaged children and their families.

Objective 3

To ensure that parks and recreational facilities are adequately and efficiently provided, and that public and private resources are coordinated to meet demands for recreational facilities.

Policy 3.1: Representatives of the ~~RCID~~CFTOD and its major landowners shall meet as needed but not less than once a year to review pending plans for private recreational facilities and to determine the need for public improvements to serve these facilities.

Policy 3.2: The ~~RCID~~CFTOD shall support efforts by the major landowners to construct pedestrian and bicycle trails linking the major private recreational facilities within the District.

Policy 3.3: The ~~RCID~~CFTOD shall encourage the District's major landowners to maintain adequate facilities for employee recreation.

~~Policy 3.4: A level of service standard of two acres of neighborhood parkland per 1,000 permanent residents shall be used by the RCID.~~

~~Policy 3.5: A level of service standard of 20 acres of community parkland per 10,000 permanent residents shall be used by the RCID.~~

Policy 3.64: Parkland provisions, standards, requirements, and procedures shall be set forth in the Land Development Regulations.

Objective 4

To retain at least ~~30~~20 percent of the area outside the Wildlife Management Conservation Area (WMCA) as open space.

Policy 4.1: For the purposes of calculating the ~~30~~20 percent requirement in Objective 4, open space shall be defined as:

- (1) all areas that are designated for Resource Management/Recreation (RM/R) uses on the Future Land Use Map;
- (2) all areas outside the Wildlife Management Conservation Area (WMCA) that are designated for Conservation uses on the Future Land Use Map;
- (3) lakes and waterways; ~~and~~

(4) golf courses ~~fairways, excluding clubhouses, maintenance facilities and parking lots; and~~

(5) ~~fields, paths, etc. at the ESPN Wide World of Sports Complex.~~

The ~~30~~20 percent calculation excludes large landscaped areas, including rapid infiltration basins, ~~sports fields~~, turf areas, buffers within hotels and attraction development parcels ~~and wetland impacts approved under the LTPs. (Amended by Ordinance/Resolution No. 580 adopted 10/26/2016 and Ordinance Nos. 133 and 130 adopted 11/9/2016).~~

Policy 4.2: In the event the District annexes or de-annexes land, the total open space requirement shall be adjusted upward or downward to ensure that a ~~30~~20 percent set-aside is maintained.

Policy 4.3: The District shall maintain an Open Space Map ~~(Figure 7-1)~~ indicating the location of those areas counted towards the ~~30~~20 percent open space requirement.

Policy 4.4: ~~In addition to the areas shown on the Open Space Map, the~~The District shall encourage the retention of open space areas within future development sites. The location of such areas shall be based on the vegetation, habitat potential, hydrological, and aesthetic characteristics of the site.

Policy 4.5: Development parcels shall not include any part of the Conservation Area or any public rights-of-way.

Policy 4.6: ~~Subsequent versions of the~~The Future Land Use Map shall continue to designate Conservation lands which include wetlands and other sensitive natural areas in a manner that ensures their retention as open space. ~~(Amended by Ordinance/Resolution No. 580 adopted 10/26/2016 and Ordinance Nos. 133 and 130 adopted 11/9/2016)~~

Policy 4.7: In the event that permanent residential areas are created in the District, a method of maintaining common open space areas shall be required as a condition of development approval.

Objective 5

To incorporate provisions for visitor access to lakes and creeks within any development that encompasses or adjoins waters identified as belonging to the State of Florida.

Policy 5.1: 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. Such provision shall be comparable to those that have been made at existing development on the shores of these water bodies.

Central Florida Tourism Oversight District
City of Bay Lake
City of Lake Buena Vista
COMPREHENSIVE PLAN
2045

**RECREATION AND OPEN SPACE
ELEMENT**

Part B:
Supporting Data and Analysis

PURPOSE

The Recreation and Open Space Element assesses the need for recreational facilities and open space within the Central Florida Tourism Oversight District. The element reflects the unique role of the District as a public service provider to one principal landowner, as well as that landowner's unique role as a private service provider in the international market for resort and entertainment facilities. The Walt Disney World Resort was established to provide a unique recreational experience and to create a dynamic environment for offering innovative concepts in leisure activities. These concepts involve a broad spectrum of recreational uses that serve cultural, educational, entertainment, relaxation, and physical fitness functions.

Recreational facilities in the District far exceed what is demanded locally. All recreational facilities are privately owned and operated, but all are open to the general public and meet a "public" need for a specific type of recreation. The District contains four major theme parks (Magic Kingdom, EPCOT, Disney's Hollywood Studios, and Disney's Animal Kingdom) and three minor theme parks (Typhoon Lagoon, Blizzard Beach, and Disney's Wide World of Sports), several entertainment-oriented shopping areas, 27 hotel/resort and interval ownership properties, 81 holes of golf, and a campground. It is the largest agglomeration of recreational uses in the United States and is the most frequently visited destination resort complex in the world. The entire community is oriented around recreation and leisure. Even the most commonplace activities—shopping, eating, and traveling—are recreational experiences in the District.

In this plan element the public sector's role is to assist the private sector in broadening the range of recreational experiences available and to ensure that access to these facilities is made available to a wide range of socioeconomic groups. The public sector's role is also to require that adequate recreational opportunities are available for employees in the District and to establish standards for parks and open space for residential areas, should such areas be constructed in the future.

This element also emphasizes the preservation of open space within the District for aesthetic, environmental, and recreational purposes. The recreational value of the CFTOD is enhanced by the large tracts of open space that surround the existing developed areas. The extensive open space within the District creates a sense of escape from the urban boundary and adds to the physical beauty of the developed areas. In addition to its psychological value, the District's open space is home to numerous plant and animal species and is a significant ecological resource. One purpose of this element is to protect and enhance the regional open space resources that are partially contained within District boundaries.

The Supporting Data and Analysis begins with a description of existing recreation opportunities and open space areas and continues with an assessment of recreation and open space needs in the District

EXISTING RECREATION AND OPEN SPACE

EXISTING RECREATION FACILITIES

The major and minor theme parks focus on entertainment and cultural activities, although all of the parks offer opportunities for physical or resource-related recreation. The theme parks include thrill rides,

children's rides, educational and artistic exhibits, movies, shows, concerts, parades, fireworks, and a diverse array of spectator and participatory athletic events.

The hotel/resort and interval ownership properties (resorts) within the Walt Disney World Resort contain numerous athletic and recreational facilities, including many facilities that one might find in a neighborhood or community park. All of the resorts include swimming pools and children's play areas, most include tennis courts, and many include jogging and hiking trails and exercise rooms. The resorts also offer organized recreational programs and provide opportunities for passive recreational activities such as fishing and boating. Activities such as horseback-riding, volleyball, basketball, kayak rentals, archery, and golfing are also available. Disney Springs offers recreational opportunities as well as shopping, dining, and entertainment.

The recreation facilities in the District may be broadly grouped into five categories as described below and shown on Figure 7-2.

Private Facilities with Admission Charge – Most of these facilities are "gated attractions" and are accessible to the general public with payment of an admission fee. These facilities and their associated parking areas and roadways cover 2,299 acres in the District or about 9.3 percent of its total area. A variety of admission fee structures are available.

The gated attractions include major theme parks and minor theme parks. The major theme parks are:

- *Magic Kingdom* – a theme park offering rides, shops, restaurants, and live entertainment based on favorite Disney themes
- *EPCOT* – a showcase for technology and international culture
- *Disney's Hollywood Studios* – a theme park oriented to the movie and television industries
- *Disney's Animal Kingdom* – a theme park featuring live animal displays and adventure rides with animal themes.

The minor theme parks are:

- *Typhoon Lagoon* – a water-oriented park featuring water slides and water thrill rides with a tropical island theme.
- *Blizzard Beach* – a water-oriented theme park featuring water slides and water thrill rides with an alpine theme.
- *Disney's Wide World of Sports* – a sports complex comprised of a major league baseball stadium; four major league baseball fields and one practice infield; seven grass playing areas and four convertible fields that can be configured for baseball, softball, and traditional sports fields for football, soccer and lacrosse; six fields that can be configured to accommodate softball and youth baseball, a tennis complex with ten clay tennis courts and a 1,000 seat stadium, a track and field complex, the 70,000 square-foot Milk House indoor arena, and the recently added Jostens Center, a multi-sport 44,800 square-foot facility designed to house basketball courts, volleyball courts, and inline hockey rinks.

Special recreational and cultural events are also held throughout the year at the gated attractions, including festivals and special events and a number of special races and athletic challenges tied to theme park festivals, special events, and attractions.

In addition to the gated attractions, private recreational facilities also include two miniature golf courses, four 18-hole championship golf courses, and one 9-hole golf course.

Private Facilities with No Admission Charge – The District contains several commercial developments that serve dual retail and recreational functions. Each of these areas is accessible to the general public without payment of an admission fee.

Disney Springs is oriented towards area residents and visitors to the theme parks and features specialty shops, entertainment, themed restaurants, theaters, and live entertainment. In addition to indoor amenities, Disney Springs includes park-like features such as waterfront promenades, boat rental, outdoor performances, eating areas, fountains, sculpture, and gardens. Special recreational, art, and musical events are held throughout the year at Disney Springs; most of these events are offered free of charge.

The Boardwalk Hotel also includes retail, dining, and entertainment at the promenade level.

Resort Accommodations with Restricted Admission – Each resort property offers privately owned recreational facilities for its guests. Paid guests staying in the resorts generally have unlimited access to the recreational facilities available at their resorts. Typical resort facilities include tennis courts, jogging trails, swimming pools, and evening music and dance clubs. Many hotels also provide children's playgrounds, arcade rooms, exhibits, and movies. The campground offers tennis, biking, hiking, swimming, horseback riding, boating, archery, movies under the stars, and live shows.

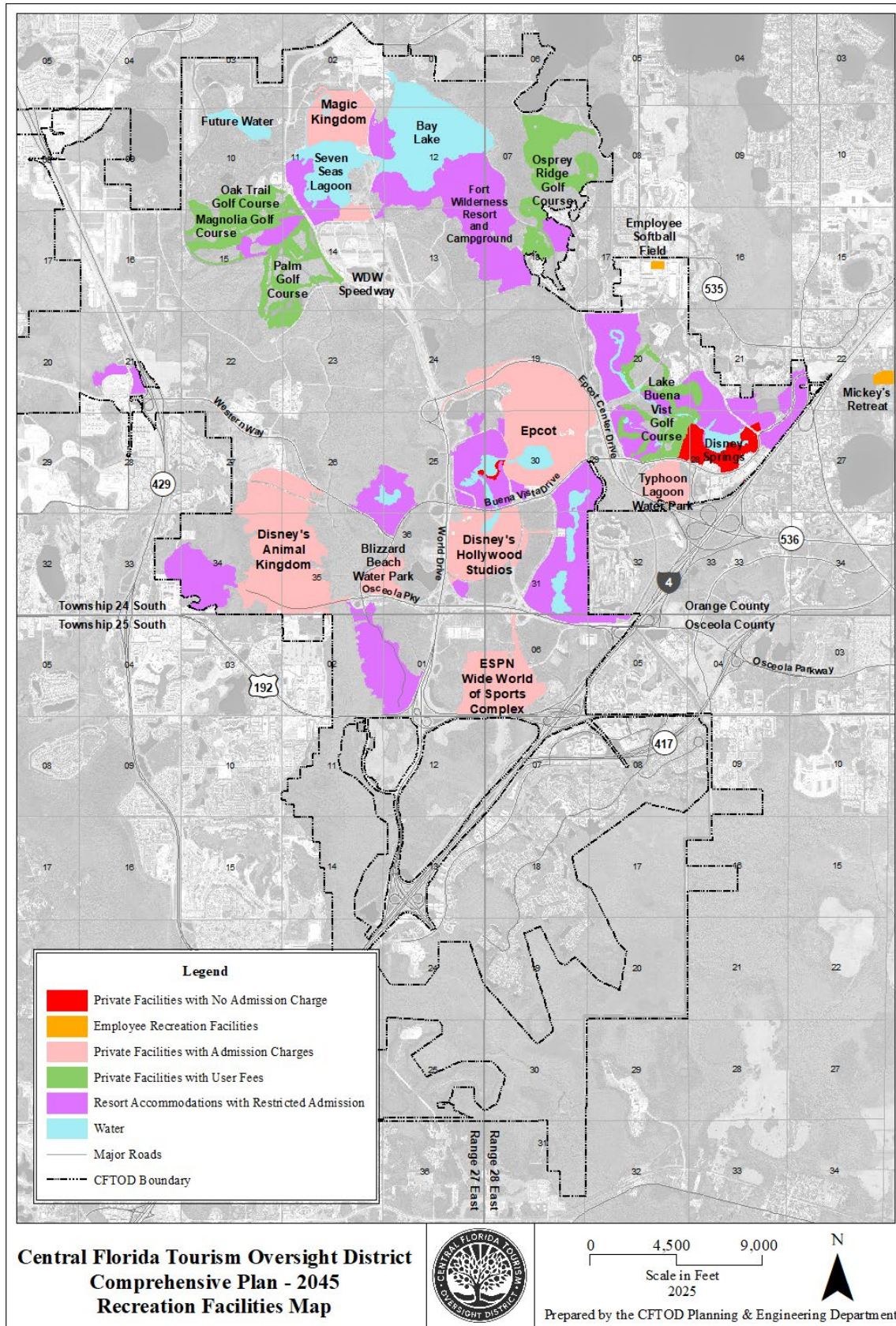
Employee Recreation Facilities – The Walt Disney World Company provides recreational facilities for the exclusive use of its employees and their families and guests at no admission cost. Most of these facilities are located adjacent to Little Lake Bryan, in an area that was de-annexed from the District in the early 1990s. The Little Lake Bryan complex is equivalent to a large community park, and includes a clubhouse, two swimming pools, a screened pool room, volleyball courts, picnic and barbecue pavilions, basketball courts, three tennis courts, a soccer field, four softball fields (including two lighted fields), a sandy beach and lake (with boating and swimming), and a fitness trail. In addition to these facilities, Walt Disney World Company also provides athletic fields within the District.

The District's principal employer offers a wellness program and encourages employee participation in athletic activities, arts and crafts programs, and organized outings. Some of the hotels set aside time for employees to use their facilities. Walt Disney World organizes many recreational events for employees. These events include softball, volleyball, and basketball competitions; aerobic classes; canoe races; etc. These events are all offered at very reasonable prices—usually a very modest sign-up fee.

Employees are also permitted to enter the theme parks without an admission charge and have limited access to the athletic fields and facilities at Disney's Wide World of Sports complex.

Public Facilities – Currently, there are no publicly owned recreation facilities in the District. There is no need for public parks to serve the District's very small permanent population. Residents of the District's 17 dwelling units reside in a very low-density wooded setting and have access to open space around their homes. These residents also have access to the theme parks and employee facilities. Providing parks to serve the local population would duplicate private sector facilities already available to most of the residents of the District.

Figure 7-2: Recreational Facilities



Recreation Needs of Special Groups

The District's principal employer provides recreational opportunities for many groups of people. Millions of individuals and hundreds of groups, representing a diverse range of interests, cultures, and socioeconomic groups, visit the District each year. Special programs are available for learning disabled and physically challenged individuals. All activities are accessible to persons with disabilities.

EXISTING OPEN SPACE AREAS

Open space refers to land that is completely undeveloped and land that is only lightly developed. It includes environmentally sensitive lands valued for their natural processes and wildlife habitat and lands valued for their agricultural and forest production, recreational opportunities, and aesthetic beauty. Open space provides a range of essential and irreplaceable services such as:

- Protecting and enhancing water quality by naturally filtering out pollutants, replenishing water supplies, and providing natural flood mitigation;
- Removing air pollutants and moderating the effect of climate change;
- Providing recreational opportunities;
- Minimizing habitat fragmentation and allowing wildlife to move freely through corridors;
- Preserving working lands and valuable agricultural soils;
- Providing natural separation between various land uses; and
- Preserving special places that define our communities and cultural heritage.

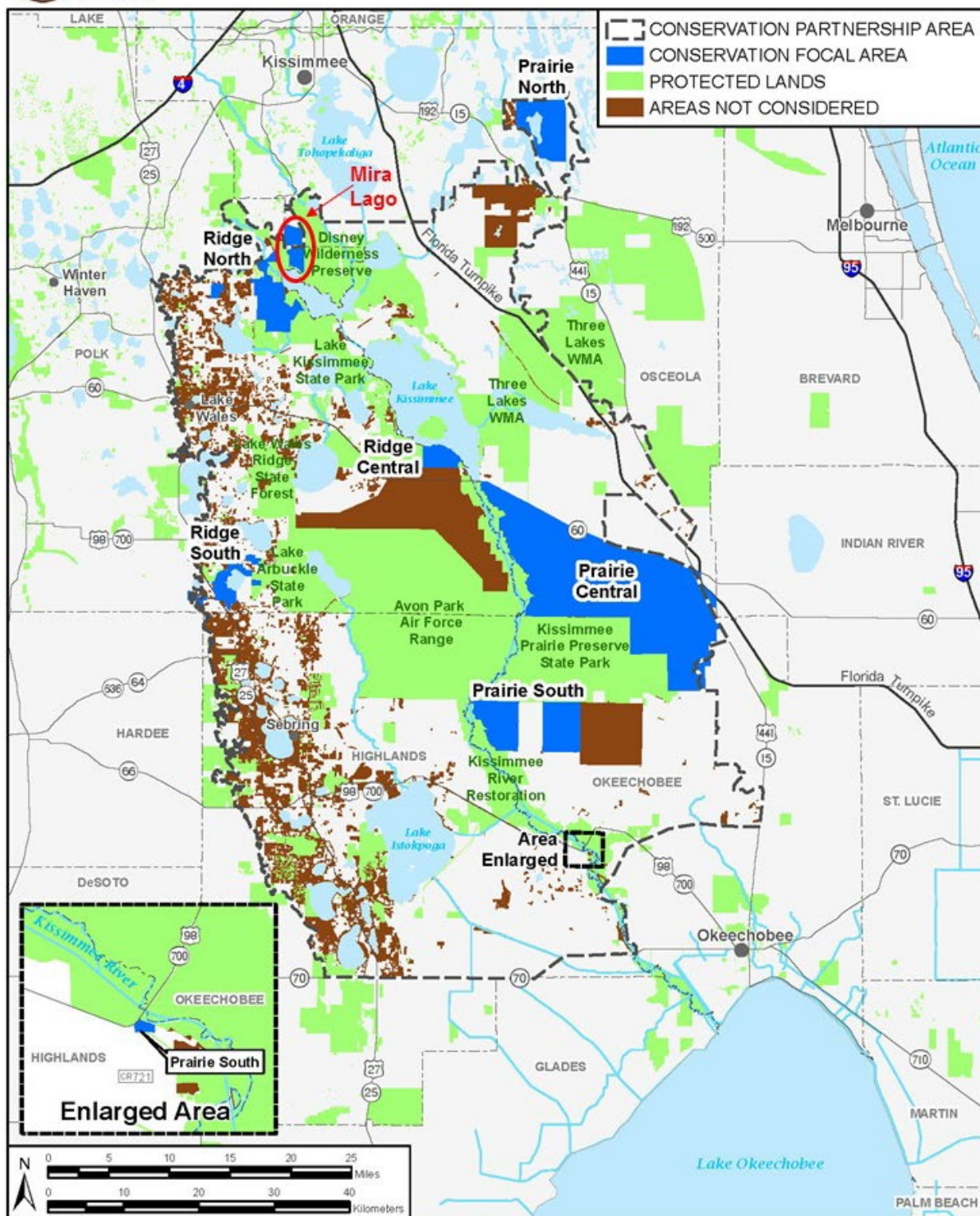
The Wildlife Management Conservation Area (WMCA) totals 8,323 acres and incorporates the thread of the Reedy Creek, including associated uplands and transitional areas and an enhancement project located north of EPCOT. 6,885 acres of the WMCA are located within the District and comprise 28 percent of the District's total land area. 1,438 acres of the WMCA are located outside of the District within Osceola County. The WMCA is an exceptional example of the type of lands an open space objective seeks to protect. The District's open space requirement is in addition to the open space provided by the WMCA.

By definition open space with the District has been historically comprised of all land classified as Resource Management/Recreation (wetlands without conservation easements), all areas outside the Wildlife Management Conservation Area (WMCA) that are designated for Conservation uses on the Future Land Use Map (currently none); Water, and golf course fairways. The 30 percent Open Space requirement was attainable before the purchase and restoration of wetlands on the Mira Lago property; however, there are simply not enough wetlands outside of the WMCA to maintain the 30 percent open space requirement under the current formula. Disney's acquisition of the Mira Lago property and the restoration of the wetlands provide for the conservation of 3,004 acres of open space located in a regional significant area targeted for conservation as shown on Figure 7-1 (Refer to the Conservation Element for additional information on Mira Lago). The District has therefore reduced its Open Space requirement from 30 percent to 20 percent.



Everglades Headwaters Conservation Partnership

National Wildlife Refuge and Conservation Area



Initially the SFWMD and the ACOE approved 575 additional wetland impacts with the recording of the Mira Lago conservation easement; an additional 694 acres of mitigation credits would become available upon

Central Florida Tourism Oversight District Comprehensive Plan 2045

Supporting Data and Analysis

RECREATION AND OPEN SPACE ELEMENT

7B-6

completion of the Mira Lago Mitigation Plan. That mitigation plan has now been completed. Currently 287.83 acres of approved wetland impacts remain available from the 575 approved under the long-term permits. The additional 694 acres plus the 287.83 acres may eventually reduce Open Space outside the WMCA to 4,822 acres, resulting in 27 percent open space rather than the required 30 percent. The potential redevelopment of golf courses due to the ongoing decline in the popularity of this leisure activity could further reduce the acreage used for the District's Open Space calculation. Since golf course fairways make-up a small portion of the open space provided by golf courses, the District has modified its Open Space calculation to include the entirety of the golf courses while excluding clubhouses, maintenance facilities and parking lots. In recognition of the benefits of maintaining a variety of landscape types as open space, portions of the ESPN Wide World of Sports Complex have been added to the District's Open Space calculation. It should also be noted that, while not included in the Open Space calculation, some uplands because of their remote location may never be developed while wetlands adjacent to existing developments are likely to be developed.

Existing open space areas in the CFTOD are tabulated in Table 7-1.

Table 7-1: Existing Land Uses and Open Space Uses within the District – 2025

Land Use		Acres	Percent
Developed Uses		8,829	36.0
Residential		20	0.1
Commercial		238	1.0
Support Facilities		824	3.4
Entertainment (Minus portions of Sports Complex)		2,068	8.4
Public Facilities including Roads		3,272	13.3
Hotel/Resort (Minus Golf Courses)		2,407	9.8
Undeveloped Uses		2,155	8.8
Agriculture		934	3.8
Undeveloped		1,221	5.0
Open Space Uses		13,532	55.2
Conservation (WMCA)		6,885	28.1
Water		1,490	6.1
Resource Management/Recreation		4,181	17.0
Golf Courses		804	3.3
Fields, Paths, etc. at Sports Complex		172	0.7
TOTAL		24,516	100.0

Currently 64 percent of the land area within the District is undeveloped (no buildings and little to no hardscape) and could be classified as open space. Open space land uses include Conservation (wetlands and uplands with conservation easements), Resource Management/Recreation (jurisdictional wetlands and other environmentally sensitive lands), and Water (lakes, ponds, and canals larger than ten acres) and comprise 51.3 percent of the land area within the District. Golf courses are classified as Hotel/Resort and

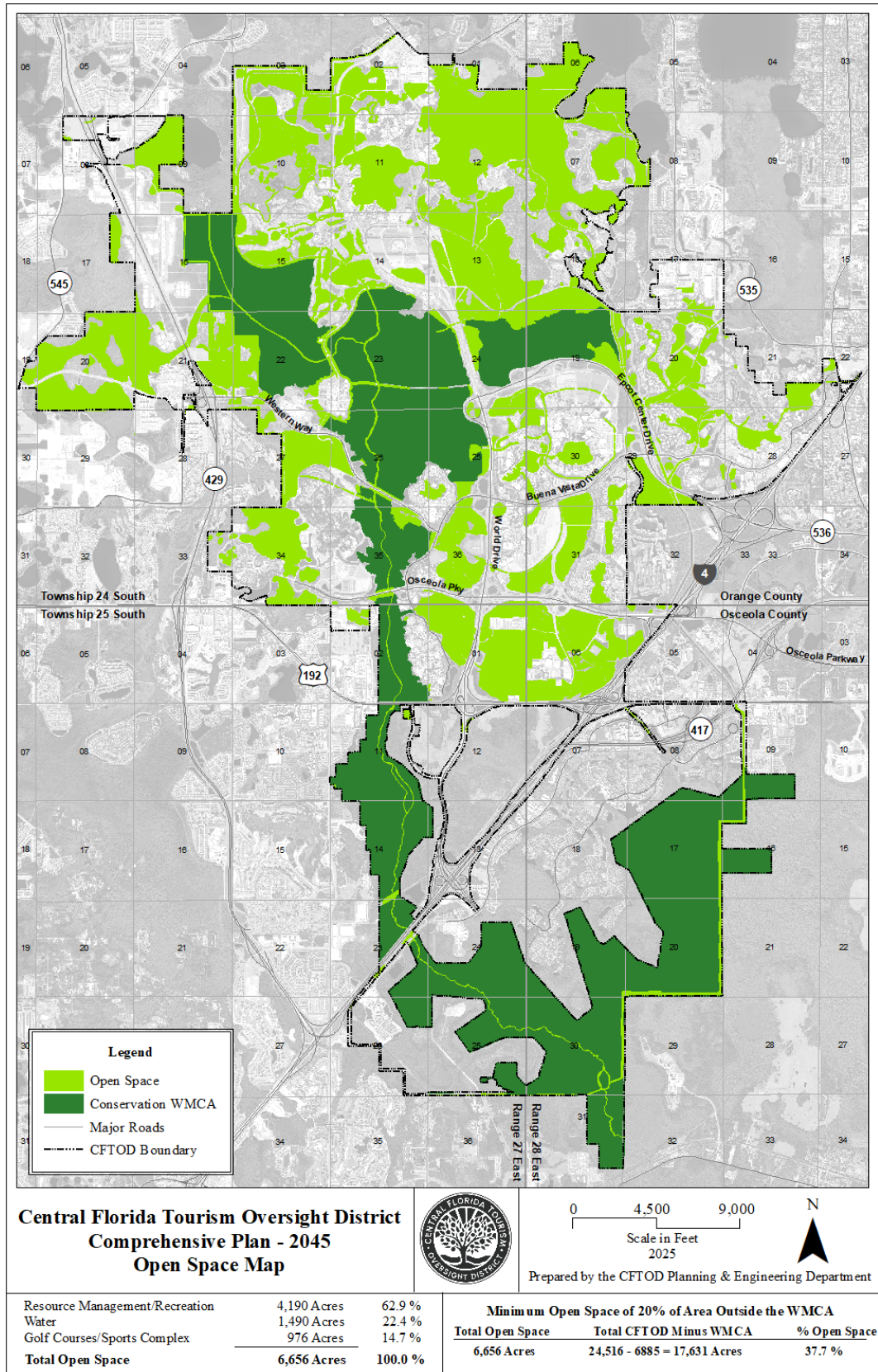
exclude clubhouses, maintenance facilities, driveways, parking lots, and adjacent hardscape and landscaped areas. Sports fields/venues at ESPN Wide World of Sports are classified as Entertainment and exclude all enclosed sports venues, The Stadium, buildings, surrounding hardscape and all paved and some unpaved parking lots. Landscaped areas within theme parks, resorts, and rights-of-way, retention ponds, water bodies under 10 acres, and the District's rapid infiltration basins are not included in the open space calculation although all provide similar aesthetic and/or ecological benefits. Table 7-2 provides the make-up of the District's previous and current open space calculation.

Table 7-2: Open Space Calculation

Previous Open Space Calculation	Acres
Resource Management/Recreation Land Use	4,190
Water Land Use	1,490
Golf Course Fairways	117
Total Open Space (Existing)	5,797
Percent Open Space (Existing)	32.9%
Current Open Space Calculation	Acres
Resource Management/Recreation Land Use	4,181
Water Land Use	1,490
Golf Courses (Excluding Clubhouses, Maintenance Facilities, Parking Lots, etc.)	804
Fields, Paths, etc. at ESPN Wide World of Sports Complex (Excluding Enclosed Sports Venues, The Stadium, Ancillary Buildings, Maintenance Facilities, Hardscape, Parking Lots, etc.)	172
Total Open Space	6,647
Percent Open Space	37.7%
20 percent of 17,631 acres (24.516 total acres minus 6,885 conservation acres)	3,526

Existing open space areas in the CFTOD are shown on Figure 7-3.

Figure 7-3: Open Space Map



ANALYSIS

EXISTING NEED FOR RECREATIONAL FACILITIES

The permanent residents of the District have more than adequate recreational facilities available for their use. As stated previously, residents have unlimited use of all theme parks and employee recreational facilities. There is no need for neighborhood, community, or regional parks to serve the local population.

The current supply of private recreational facilities appears sufficient to meet public demands by local, national, and international users.

FUTURE NEED FOR RECREATIONAL FACILITIES

As a public agency, the District ensures: that sufficient recreational opportunities are provided for residents and employees, that private recreational facilities are safely designed, and that open space is conserved for natural resource management. The District will continue to pursue these goals in the future. Projected recreation and open space needs through 2045 are discussed below.

Public Facilities

Population projections for the District indicate that no increase in the permanent population is anticipated between 2025 and 2045. Consequently, there is no anticipated need for additional public recreational facilities to serve this population. A later section of this element addresses the standards to be applied if historic trends change and residential development occurs within the District.

Private Facilities

Private recreational facilities will be added and existing facilities will be enhanced by the primary landowners in response to market demand. The District's responsibility is to ensure that land and infrastructure can be made available to facilitate construction of these facilities and that the facilities are sited and designed in a manner that protects public health and safety. Approximately 2,457 acres of land are designated for Mixed Use development, a category that permits the construction of additional resorts, attractions and retail, dining and entertainment venues. New recreational development is also likely to occur on infill sites within already developed theme parks and resort areas.

In addition to the recreational opportunities offered in Mixed Use areas, the areas classified as Resource Management/Recreation on the Future Land Use Map could support resource-related activities that involve minimal disturbance of the natural landscape. Additional nature trails, fishing areas, wetland boardwalks, and nature observation areas may be created within areas designated for open space uses.

Access to Private Recreational Facilities

The District will continue to assist the major landowners in maximizing access to private recreational facilities. Access improvements will involve: (1) improvements to the traffic circulation system that facilitate movement to existing and planned attractions; (2) maintenance of barrier-free (handicapped-accessible)

design within the theme parks, attractions and resorts; and (3) promotion of programs that enable economically disadvantaged children and their families to visit the facilities.

The Transportation Element identifies the capital improvements and programs that will be required to maintain ingress and egress to existing and new recreation facilities. The District's EPCOT Building Code contains provisions for barrier-free design, so that all visitors are physically able to enter all recreation facilities. The major landowners sponsor a number of programs that enable economically disadvantaged youngsters to visit the theme parks.

Physical Adequacy of Private Recreational Facilities

The physical adequacy of the private recreational facilities is ensured through the District's EPCOT Building Code. The District monitors water quality at all swimming pools and water supply systems in cooperation with the Orange County Health Department. The District's standards for fire protection are among the most stringent in the state. Design and landscaping standards are maintained by both the public and private sector and ensure maintenance of a high-quality visual environment within the District.

Assessment of Employee Recreational Needs

The District does not presently have standards or requirements for employee recreation areas. The private sector provides about 70 acres of recreational facilities for the exclusive use of employees (and their guests and families) off-site at Little Lake Bryan and another 10 acres on-site at the Administration Area. Employees are also provided with free and/or reduced fee access to the attractions. Some of the major employment centers within the District have on-site recreational facilities specifically for employees. Although there are no industry standards for employee recreation areas, existing provisions District-wide are believed to be sufficient to meet employee needs. Employees have access to a much wider array of recreational amenities and opportunities than residents of a conventional city or town.

Standards for Future Development Areas

Residential uses are permitted in the Mixed Use areas shown on the Future Land Use Map. There is one additional residential unit provided for in the Future Land Use Element Table 2-1, which establishes development maximums for the 2045 planning horizon. Parkland provisions, standards, requirements, and procedures are set forth in the Land Development Regulations.

Preservation of Open Space

Initially, the District ensured the provision of open space within new development areas by requiring portions of large development sites to be set aside as open space. The policy was ineffective in practice as it did not consider the unique character of each development site or the specific land use being developed. In the early 1990s, the District adopted an open space map designating areas to be maintained as open space. The minimum 20 percent of Open Space combined with the WMCA conservation land results in a worst-case minimum of 42.5 percent of the District land area characterized as open space. For the purposes of the map, open space is defined to include Resource Management/Recreation areas, Water, golf courses, and sports fields and currently equals 37.7 percent of the District's acreage.

Central Florida Tourism Oversight District
City of Bay Lake
City of Lake Buena Vista
COMPREHENSIVE PLAN
2045

**INTERGOVERNMENTAL
COORDINATION
ELEMENT**

**Part A:
Policies**

INTRODUCTION

~~The Local Government Comprehensive Planning and Land Development Regulation Act of 1985 (Chapter 163, Section 3161 et seq., Florida Statutes, as amended), requires that all local government comprehensive plans include an element that addresses coordination among~~ The Intergovernmental Coordination Element of the Comprehensive Plan shows relationships and states principles and guidelines to be used in coordinating the comprehensive plan with the plans of other units of government. Intergovernmental coordination is needed to minimize duplication of services and reduce incompatible activities and to promote cooperation and efficiency ~~at the~~ with local, regional, state, and federal levels of government, as well as partner agencies and adjacent jurisdictions.

This element ~~fulfills that requirement and~~ addresses coordination between the District, the cities of Bay Lake and Lake Buena Vista, surrounding cities and counties, special districts, and regional and state agencies. It is divided into two major sections. The “Policies” component, Part A, contains goals, objectives, and policies. The “Supporting Data and Analysis” component, Part B, describes existing interlocal agreements and contains an analysis of future intergovernmental coordination needs.

GOALS, OBJECTIVES, AND POLICIES

GOAL

It is the goal of the ~~Reedy Creek Improvement~~ Central Florida Tourism Oversight District to promote intergovernmental coordination with the two cities within its boundaries; the two counties in which it is located; other local governments in the immediate vicinity; and regional, state and federal governmental entities for the mutual benefit of all involved parties.

Objective 1

To continue to improve the coordination of planning and the provision of housing and public services, to implement existing agreements and ~~, within one year after adoption of this Plan,~~ to propose a multi-purpose joint planning agreement to Orange County and use best efforts to enter into this agreement.

Policy 1.1: The ~~RCID-CFTOD~~ shall continue to fulfill its obligations under all joint planning and other interlocal agreements with Orange County. This includes all agreements in effect at the time this Plan is adopted and such agreements that may be executed subsequent to that time.

Policy 1.2: ~~Within a year of adoption of this Plan, the~~ The District shall propose a joint planning agreement to Orange County and use best efforts to enter into this agreement. This agreement shall be consistent with the requirements of Chapter 163.3171(3), FL Statutes. Specific provisions will include:

- (1) The parties will each provide the other with notice of proposed land use changes, rezonings, and plats, and with copies of specific building permits if so requested;
- (2) Orange County will put an advisory comment on all development permits that if projects are in CFTOD's fee collection area they provide formal notice that a drainage agreement with CFTOD is required.
- ~~(2)~~(3) Orange County will not issue any certificate of occupancy for any project that would discharge surface water into the geographic area of the District without the ~~RCID~~ CFTOD agreeing to the discharge;
- ~~(3)~~(4) Within any area subject to joint planning, neither party will approve any development inconsistent with a plan developed by both parties;
- ~~(4)~~(5) The parties will establish a process to meet, as needed, to coordinate level of service standards for infrastructure, particularly for roads and water quality;
- ~~(5)~~(6) The parties will cooperate on reviewing and approving development within the Reedy Creek and Bonnet Creek watersheds that may have a negative impact on water quality or flood control within the District;
- (7) The parties will cooperate on reviewing and approving any direct connection on immediately adjacent development that is immediately adjacent to the jurisdictional boundary and is proposing any direct connection to the other's infrastructure including roadway, drainage, and utility facilities.
- ~~(6)~~(8) The parties will enter into separate interlocal agreements regarding the provision of water and wastewater services for areas to be annexed to or deannexed from the District;
- ~~(7)~~(9) The parties will coordinate on protecting flora and fauna as specific issues arise;
- ~~(8)~~(10) The parties will cooperate in achieving the goals, objectives, and policies of the Housing Element in this Plan; and
- ~~(9)~~(11) Other coordinative relationship issues that may be applicable.

Policy 1.3: The ~~RCID~~-CFTOD shall continue to annually renew the existing solid waste disposal agreement with Orange County.

Policy 1.4: The ~~RCID~~-CFTOD shall not extend water, sanitary sewer or other services which it provides within the District to land outside its boundaries and within Orange County unless provided for by an interlocal agreement that is consistent with the comprehensive plan of Orange County.

Policy 1.5: The ~~RCID~~-CFTOD shall not deannex any of its land to, or annex land from, Orange County unless provided for by an interlocal agreement that ensures that services can be efficiently provided and values effectively protected.

Objective 2

To continue to improve the coordination of planning and the provision of housing and public services, to implement existing agreements and, ~~within one year after adoption of this Plan,~~ to propose a multi-purpose joint planning agreement to Osceola County and use best efforts to enter into this agreement.

Policy 2.1: The ~~RCID-CFTOD~~ shall continue to fulfill its obligations under all joint planning and other interlocal agreements with Osceola County. This includes all agreements in effect at the time this Plan is adopted and such agreements that may be executed subsequent to that time.

Policy 2.2: ~~Within a year of adoption of this Plan, the~~ The District shall propose a joint planning agreement to Osceola County and use best efforts to enter into this agreement. This agreement shall be consistent with the requirements of Chapter 163.3171(3), FL Statutes. Specific provisions will include:

- (1) The parties will each provide the other with notice of proposed land use changes, rezonings, and plat approvals, and with copies of specific building permits if so requested;
- (2) Osceola County will put an advisory comment on all development permits that if projects are in CFTOD's fee collection area they provide formal notice that a drainage agreement with CFTOD is required.
- ~~(2)~~(3) Osceola County will not issue any certificate of occupancy for any project that would discharge surface water into the geographic area of the District without the ~~RCID-CFTOD~~ agreeing to the discharge;
- ~~(3)~~(4) Within any area subject to joint planning, neither party will approve any development inconsistent with a plan developed by both parties;
- ~~(4)~~(5) The parties will establish a process to meet, as needed, to coordinate level of service standards for infrastructure, particularly for roads and water quality;
- ~~(5)~~(6) The parties will cooperate on reviewing and approving development within the Reedy Creek and Bonnet Creek watersheds that may have a negative impact on water quality or flood control within the District;
- (7) The parties will cooperate on reviewing and approving any direct connection on immediately adjacent development that is immediately adjacent to the jurisdictional boundary and is proposing any direct connection to the other's infrastructure including roadway, drainage, and utility facilities.
- ~~(6)~~(8) The parties will enter into separate interlocal agreements regarding the provision of water and wastewater services for areas to be annexed to or deannexed from the District;

~~(7)~~(9) The parties will coordinate on protecting flora and fauna as specific issues arise;

~~(8)~~(10) The parties will cooperate in achieving the goals, objectives, and policies of the Housing Element in this Plan; and

~~(9)~~(11) Other coordinative relationship issues that may be applicable.

Policy 2.3: The ~~RCID-CFTOD~~ shall not extend water, sanitary sewer or other services which it provides within the District to land outside its boundaries and within Osceola County unless provided for by an interlocal agreement that is consistent with the comprehensive plan of Osceola County.

Policy 2.4: The ~~RCID-CFTOD~~ shall not deannex any of its land to, or annex land from, Osceola County unless provided for by an interlocal agreement that ensures that services can be efficiently provided and environmental values effectively protected.

Objective 3

To maintain and continue to enhance existing intergovernmental coordination processes and mechanisms among the District, the City of Bay Lake and the City of Lake Buena Vista.

Policy 3.1: The ~~RCID-CFTOD~~, City of Bay Lake, and City of Lake Buena Vista shall separately adopt and update this unified Comprehensive Plan and the Land Development Regulations for the areas within the three jurisdictions.

Objective 4

To continue to coordinate with other local jurisdictions and agencies on matters of mutual interest.

Policy 4.1: The ~~RCID-CFTOD~~ shall continue to follow and, as necessary, update its procedures for dealing with local jurisdictions other than Orange and Osceola counties on matters that may affect it.

Policy 4.2: The ~~RCID-CFTOD~~ shall, upon written request, distribute copies of its Comprehensive Plan to local governments and other local entities.

Policy 4.3: ~~The RCID shall send a notice of any proposed Comprehensive Plan or amendment thereto to school boards that have or may have students whose parents are employed within the District, with information on how to obtain a copy of the Plan or amendment and with whom to talk regarding any comments. As needed, the CFTOD will facilitate discussions between~~
landowners and school boards regarding the siting of public educational facilities and associated infrastructure and services.

Policy 4.4: The ~~RCID-CFTOD~~ shall coordinate its water supply facilities planning with the South Florida Water Management District's ~~Kissimmee Basin Water Supply Plan adopted on December~~

~~14, 2006~~ [Central Florida Water Initiative \(CFWI\) Regional Water Supply Plan \(RWSP\)](#) approved November 2020, and all subsequent updates.

Objective 5

To continue to actively participate in the planning and coordination of all modes of transportation with the Florida Department of Transportation, the Metropolitan Planning Organization, and the adjacent local governments.

- Policy 5.1: The ~~RCID~~-[CFTOD](#) shall continue to fulfill its obligations under all joint planning and other interlocal agreements regarding transportation planning and coordination. This includes all agreements in effect at the time this Plan is adopted and such agreements that may be executed subsequent to that time.
- Policy 5.2: The ~~RCID~~-[CFTOD](#) shall participate in regional and subregional planning efforts, including those sponsored by the Metropolitan Planning Organization, that may affect the District.
- Policy 5.3: The ~~RCID~~-[CFTOD](#) shall cooperate with the Florida Department of Transportation and the federal government in transportation planning that may affect the District, especially on I-4.

Objective 6

To continue to participate in regional and subregional coordination and cooperation with the [East Central Florida Regional Planning Council \(ECFRPC\)](#) and other governmental and nongovernmental entities to solve problems that cannot effectively be addressed by a single jurisdiction.

- Policy 6.1: The ~~RCID~~-[CFTOD](#) shall continue to cooperate with the ~~East Central Florida Regional Planning Council~~-[ECFRPC](#) and other local governments by providing all nonproprietary planning-related information on matters of interlocal concern.
- Policy 6.2: The ~~RCID~~-[CFTOD](#) shall participate in any newly established regional or subregional planning committees that deal with potential impacts on the District or with impacts that activities within the District may have on other jurisdictions.
- Policy 6.3: The ~~RCID~~-[CFTOD](#) shall continue formal liaison with state and federal agencies that have permitting authority within the District, and inform them of development projects that are within their review authority.
- Policy 6.4: The ~~RCID~~-[CFTOD](#) shall encourage the Florida Department of Environmental Protection to establish air quality monitoring stations in the District in the event that regional air quality conditions deteriorate.
- Policy 6.5: The ~~RCID~~-[CFTOD](#) shall cooperate with the appropriate regional agencies in improving regional air quality.

- Policy 6.6: The ~~RCID~~-CFTOD shall continue to encourage the participation of professional staff in local and regional organizations that serve to promote intergovernmental coordination.
- Policy 6.7: The ~~RCID~~-CFTOD shall continue to appoint representatives to all public boards and committees to which it is invited.
- Policy 6.8: The ~~RCID~~-CFTOD shall transmit copies of its Comprehensive Plan or plan amendments to all planning and regulatory agencies and governing bodies as required by F.S 163.3184(3). ~~(Amended by Ordinance/Resolution No. 510 adopted 07/28/2010 and Ordinance Nos. 128 and 125 adopted 07/14/2010)~~
- Policy 6.9: In the event the ~~RCID~~-CFTOD is unable to resolve disputes with other local governments or establish interlocal agreements as called for in this element, the ~~RCID~~-CFTOD shall ask the ~~East Central Florida Regional Planning Council~~ ECFRPC for assistance through its informal mediation process, provided that this assistance shall not include binding arbitration or decision making imposed upon the ~~RCID~~-CFTOD.
- Policy 6.10: If the ~~RCID~~-CFTOD is not able to consummate any of the joint planning agreements specified in ~~p~~Policies 1.2 and 2.2 of this Element, ~~RCID~~-CFTOD will continue to enter into interlocal agreements on a case by case basis. ~~(Amended by Ordinance/Resolution No. 510 adopted 07/28/2010 and Ordinance Nos. 128 and 125 adopted 07/14/2010)~~

Cross Reference: Intergovernmental Coordination Policies in Other Elements

Future Land Use Element:

- Policy 5.1 Public road improvements and other applicable measures shall be undertaken so that the District transportation system can accommodate ~~the current and future~~ traffic volumes ~~indicated in Table 2-3~~ without reductions in the adopted levels of service. These improvements and service levels shall be specified in the Transportation Element and Capital Improvements Element.
- ~~Policy 6.1 The District shall maintain an affordable housing program, as defined in the Housing Element of this Comprehensive Plan, which ensures that new housing opportunities are provided in proximity to the District's employment centers.~~
- Policy 6.3 The ~~RCID~~-CFTOD shall not deannex any developed property unless the proposed use is consistent with the receiving government's comprehensive plan, and there is an interlocal agreement in place that addresses public facility and service issues.
- ~~Policy 6.4 The extension of District water and sewer lines to property outside District boundaries shall only be permitted if the area to be served is designated for urban land uses on the adjacent jurisdiction's Future Land Use Map, and if development of the area would be consistent with the goals, objectives, and policies of the jurisdiction's Comprehensive Plan.~~

Policy 6.54 All annexations shall comply fully with the provisions of Chapter 171, F.S. In the event that annexation is proposed, an annexation report shall be submitted demonstrating that the District can meet the traffic, water, sewer, solid waste, and stormwater management demand generated by the most intensive uses that could be permitted in the area to be annexed.

Transportation Element:

Policy 4.1 To reduce the impacts of guest vehicle trips on roadways outside the District, provision of directional signage shall be coordinated with area local governments, the ~~Orlando/Orange County~~Central Florida Expressway Authority (CFX), and the Florida Department of Transportation.

Policy 4.2 The ~~RCID-CFTOD~~ shall coordinate with Florida Department of Transportation (FDOT), Osceola County, Orange County, and other appropriate government entities to pursue recommendations contained in the I-4 PD&E, the Orange County and Osceola County Comprehensive Plans, the Metropolitan Orlando Urban Area Transportation Plan, and any future planning studies which address transportation facilities and conditions within or around its boundaries.

Policy 4.3: The ~~RCID-CFTOD~~ shall actively participate in Orlando Urban Area Transportation Study (OUATS), and other studies to coordinate with all appropriate local, regional, state, and federal agencies regarding the location, classification, planning, and construction of needed roads in the Metropolitan area.

~~Policy 4.4: The RCID shall continue to conduct an annual traffic monitoring program for the public roadways within the RCID, as well as the following adjacent roadways: I-4, US 192, SR 535, CR 535, SR 536, Apopka-Vineland Road, Reams Road and SR 429. Appropriate capacities, daily traffic volumes, and peak-hour traffic volumes shall be determined through this on-site and off-site monitoring program.~~

Policy 4.6: The ~~RCID-CFTOD~~ shall continue to coordinate with the Central Florida Regional Transit Authority (d.b.a. LYNX), Orange County, and Osceola County on the subject of increasing the level of bus service for visitors and employees.

Policy 4.7: The District shall continue its participation in Metroplan Orlando by continuing its voting membership on the Metropolitan Planning Organization (MPO) Technical Advisory Committee (TAC).

Policy 4.8: The ~~RCID-CFTOD~~ shall coordinate with FDOT, Osceola County, Orange County, and other appropriate government entities or regional transit authorities to facilitate high speed rail, commuter rail, and bus rapid transit services.

Housing Element:

Policy 1.1	The District shall ensure that the permanent residential areas in the cities of Bay Lake and Lake Buena Vista are maintained in excellent condition. The District will promptly respond to any problems associated with structural deficiencies or visual blight in these areas.
Policy 4.43.4 :	Projects outside RCID-CFTOD boundaries which do not meet the affordability criteria described above may receive water or sewer capacity from the RCID-CFTOD through interlocal agreements. In such instances, the developers of such projects shall be required to pass along savings resulting from the District's provision of these services in the form of more affordable sale and rental prices or other public or community amenities.
Policy 4.53.5 :	The District shall work with public transit providers to increase the availability of public transportation between the District and affordable housing projects or areas. As appropriate, the District shall also work with the major landowners and private transportation companies to consider the feasibility of private transit services (including shuttle buses, vans, etc.) between affordable housing and District employment centers.
Policy 4.6:	The RCID will consider modifications to its stormwater permit fees (for example, allowing such fees to be paid in interest-free installments over five years) as a means of reducing front-end developer costs for affordable housing projects in the Reedy Creek drainage basin.
Policy 5.5 :	<p>The following additional activities may be employed by the RCID and primary employer to achieve the objective of providing additional affordable housing units, provided that the activity or combination of activities has the benefit of reducing the costs of the unit by at least 5 percent:</p> <ol style="list-style-type: none"> (1) Acquisition and donation of land for affordable housing development within the HTZ. (2) Affordable housing construction outside of the District but within the HTZ, which is provided with assistance by RCID or an employer within RCID. (3) Direct rental assistance provided by RCID or employers within RCID to "low" and "very low" income households. (4) Participation in community service projects such as Habitat for Humanity. (5) Technical assistance to nonprofit organizations involved in the provision of affordable housing or housing services within the HTZ. (6) Down payment assistance to persons employed within the RCID. (7) Transportation assistance between affordable housing projects and employment locations within the RCID. (8) Any other activities identified in this element or developed in the future relating to the provision of affordable housing units within the HTZ.
Policy 6.45.1 :	The District shall continue to work with the East Central Florida Regional Planning Council (ECFRPC) in its ongoing efforts to assess affordable housing needs and develop solutions

to meeting unmet needs. The District shall actively seek representation on any ECFRPC task force created to address the issue of affordable housing.

Policy ~~6-25.2~~: The District shall work cooperatively with adjacent local governments to facilitate the production of affordable housing and assure that a sufficient supply of land to meet affordable housing needs is retained ~~within the HTZ~~ and strategically located with proximity to transit, employment centers, and other centers of commerce offering essential goods and services. Interlocal agreements with Orange County shall be developed as necessary and appropriate to create affordable housing opportunities within the Horizons West area to the north and northeast of District boundaries.

Policy ~~6-35.3~~: Interlocal agreements governing any future deannexation of land from the District into the adjacent counties or cities shall address the issue of affordable housing. The receiving county or city will be encouraged to explore affordable housing opportunities within the area being deannexed.

Policy ~~6-45.4~~: The District shall support efforts to partner with Orange, Osceola, Lake, and Polk counties, and other jurisdictions as appropriate, to develop performance standards, policies, and developer incentives to encourage/ facilitate development of innovative communities and affordable housing. The District shall also support public/private partnerships between developers and local governments, including the District's major landowners and nearby local governments, to produce affordable housing.

Policy ~~6-55.5~~: To the extent feasible and appropriate, future affordable housing activities of the District and its primary employer shall be integrated with State and County programs, such as the SAIL (State Apartment Incentive Loan) program, SHIP (State Housing Initiative Partnership) program, and HOME (Home Investment Partnership) program. Although the District is ineligible to receive such funds directly, they may assist nonprofit developers who receive these funds, thereby further improving the affordability of housing.

Infrastructure Element: Potable Water Subelement

Policy 4.6: The ~~RCID-CFTOD~~ shall not extend water services to land outside its boundaries unless provided for by interlocal agreements. Water extensions beyond District boundaries may be considered appropriate for health and safety reasons, or if the area is to be served will be developed with affordable housing or other uses providing local and regional benefits and consistent with that jurisdiction's comprehensive plan.

Policy 4.8 The CFTOD shall strive to make additional interconnections with Orange County and Toho Water Authority to provide and receive supplies in times of emergency.

Policy 4.9 The CFTOD shall partner with neighboring local utilities and the water management districts in the development, implementation, funding, and regionalization of alternative water supply sources to match future needs in accordance with the most current version of the Final Central Florida Water Initiative Regional Water Supply Plan and consistent with the District's Capital Improvement Element and 10-Year Water Supply Facilities Work Plan, included in Part B: Infrastructure Element Supporting Data and Analysis.

Infrastructure Element: Sanitary Sewer Subelement

Policy 8.6: The ~~RCID~~-CFTOD shall continue to not extend sanitary sewer services to land outside its boundaries unless provided for by interlocal agreements. Wastewater extensions beyond District boundaries may be considered appropriate for health and safety reasons, or if the area is to be served will be developed with affordable housing or other uses providing local and regional benefits and consistent with that jurisdiction's comprehensive plan.

Infrastructure Element: Solid Waste Subelement

Policy 9.4: The ~~RCID~~-CFTOD shall continue to transport its commercial and domestic solid wastes to permitted landfill facilities. The transfer of wastes to permitted facilities shall be governed by agreements.

Policy 11.2: The CFTOD shall maintain agreements with off-site landfills for the disposal of a majority of the non-recyclable Class III (construction) waste-stream. The existing construction landfill within District boundaries will not be expanded and will only be used for disposal of small quantities of non-recyclable construction and plant debris, or as a stockpiling area for materials to be recycled.

Policy 12.1: The District shall ensure that its waste collection, transfer, and landfill transportation system is economical, efficient, and environmentally sound. Transfer to landfills may occur by third party contractors, as provided by service agreements.

Policy 12.6: As needed but not less than once every two years, the District shall assess its waste disposal agreements and ensure that adequate long-range capacity exists at the landfills where its solid waste is disposed.

Infrastructure Element: Stormwater Management Subelement

Policy 14.9: ~~The RCID shall require outside drainage system sources to pay a connection fee prior to executing a drainage agreement in accordance with Circuit Court Order #66-1061 in Osceola County or Circuit Order #66-1061 in Orange County, as is appropriate.~~ The District shall require a Drainage Agreement and collection of a use fee for any drainage entering the District in accordance with Circuit Court Order #66-1061, Section IV in Osceola County or Circuit Order #66-1061, Section V in Orange County, as is appropriate. In those cases where a SFWMD analysis is required a copy of the SFWMD permit shall be delivered to the District upon issuance by SFWMD, and in those cases where the SFWMD analysis is not required, the District shall require a report similar to that prepared by the SFWMD prior to executing a drainage agreement.

~~Policy 14.10: The District shall require a copy of the SFWMD staff report for any drainage entering the District prior to executing a drainage agreement in accordance with Circuit Court Order #66-1061, Section IV in Osceola County or Circuit Order #66-1061, Section V in Orange County, as is appropriate. In those cases where the SFWMD analysis is not required, the~~

~~District shall require a report similar to that prepared by the SFWMD prior to executing a drainage agreement.~~

Conservation Element:

- Policy 1.1: The District will encourage research and analysis of groundwater recharge conditions in the region. The findings of such research, including the ongoing USGS groundwater study, will be considered in future land use and development decisions. Until more current groundwater maps are available, the District will rely on the most current maps available from the [South Florida Water Management District \(SFWMD\)](#) or otherwise deemed acceptable by the SFWMD to identify recharge areas.
- Policy 1.5: The ~~RCID~~-[CFTOD](#) shall continue to cooperate and coordinate with the SFWMD and other agencies and jurisdictions in their efforts to protect groundwater resources in Central Florida.
- Policy 6.1: The ~~RCID~~-[CFTOD](#) shall encourage the Florida Department of Environmental Protection to establish air quality monitoring stations in the District in the event that regional air quality conditions deteriorate.

Recreation and Open Space Element:

There are no intergovernmental coordination policies in this element.

Capital Improvements Element:

- Policy 5.1: The District shall continue to work cooperatively with the FDOT and with adjacent local governments in the planning of improvements to I-4, US 192, CR/SR 535, Osceola Parkway, [Reams Road, Avalon Road, Old Lake Wilson Road, Flemings Road,](#) and the Western Beltway.
- Policy 5.2: In the event any vacant area is deannexed from the District, an interlocal agreement with the receiving county [or city](#) shall address the construction of capital improvements and provision of public services to the deannexed area.
- Policy 5.3: In annually updating its CIP ~~and CIE~~, the ~~RCID~~-[CFTOD](#) shall evaluate the FDOT five-year plan, the SFWMD facility improvement plan, and any other state or regional plans that may potentially impact the District. Projects proposed by these agencies should be evaluated based on:
- (1) their proximity to the District;
 - (2) the degree to which they facilitate or hinder implementation of this Plan;
 - (3) the degree to which they commit financial resources that would otherwise be committed to improvements within the District; and

- (4) the degree to which they induce growth in areas outside the District but in close enough proximity to impact ~~RCID~~-CFTOD facilities.

Special Notes: No policies are included dealing with designated areas of critical state concern because no such areas are located within the boundaries of the ~~RCID~~-CFTOD.

Central Florida Tourism Oversight District
City of Bay Lake
City of Lake Buena Vista
COMPREHENSIVE PLAN
2045

**INTERGOVERNMENTAL
COORDINATION
ELEMENT**

**Part B:
Supporting Data and Analysis**

PURPOSE

This Element sets forth the intergovernmental coordination plans for the Central Florida Tourism Oversight District. The CFTOD was established in 1967 by the Florida Legislature (Chapter 67-764) and re-established in 2023 (Chapter 2023-5) in order to provide a full range of urban-related services within its jurisdiction. The CFTOD is governed by an appointed Board of Supervisors and its staff is managed by a District Administrator.

The northern portion of the District is located in Orange County, which includes Orlando (the county seat) and is the most populated county in the Orange-Seminole-Osceola Metropolitan Statistical Area. The southern portion of the District is in Osceola County, which has the highest growth rate in the Central Florida area. The county seat of Osceola County is Kissimmee. Figure 1-1 shows the location of the District in relation to the two counties. This Element addresses relationships between the CFTOD and these two counties.

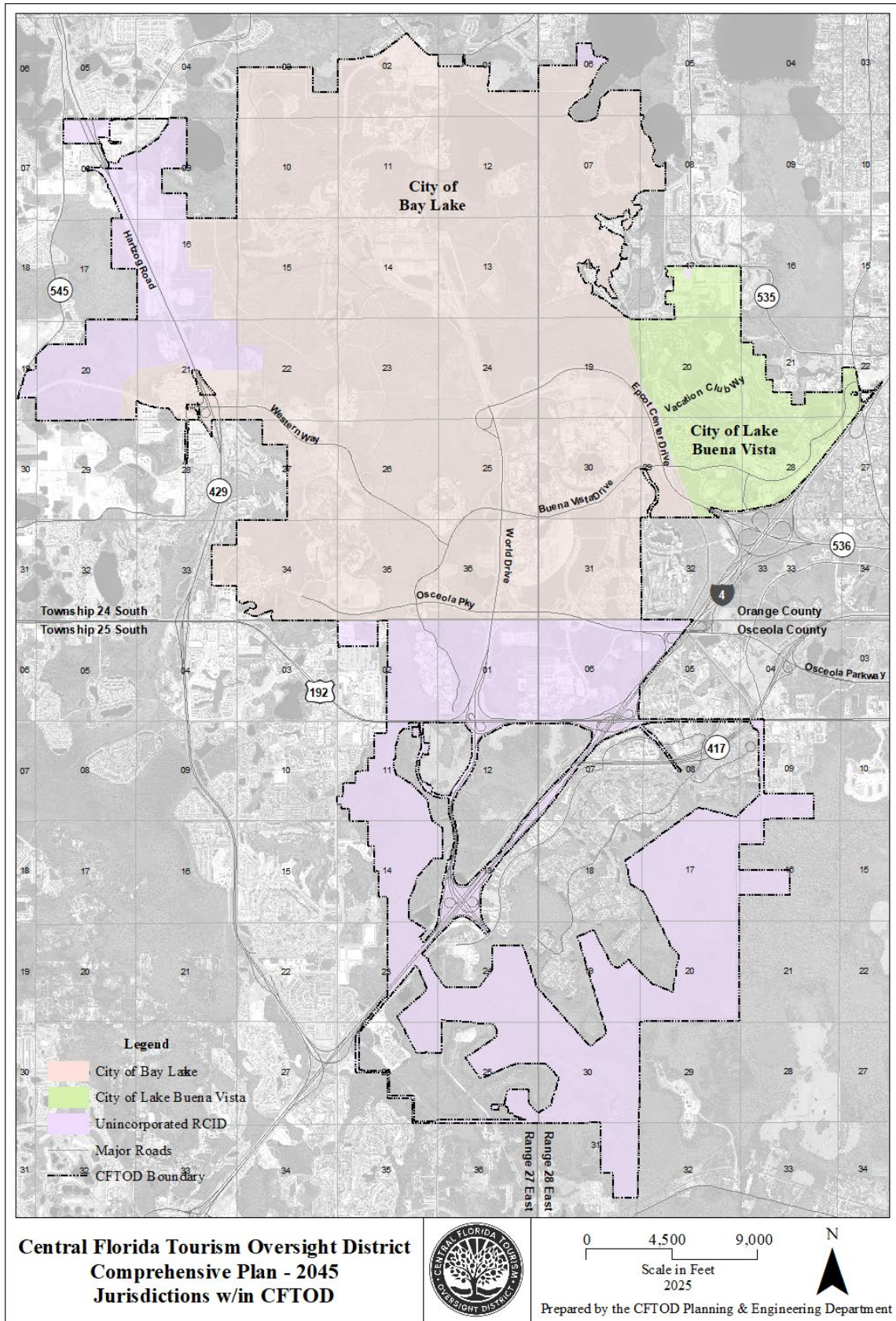
Two cities exist within the boundaries of the CFTOD (see Figure 8-1). The City of Bay Lake was established in 1967 (Chapter 67-1104) and the City of Lake Buena Vista was established the same year (Chapter 67-1965). (The City of Lake Buena Vista was known originally as the City of Reedy Creek.) Both cities have elected mayors and city councils.

Legislation establishing the CFTOD and the two cities provides for joint agreements relating to their common powers, duties, and functions. As an example, this revised Comprehensive Plan was prepared under a joint agreement between the CFTOD and the two cities; therefore, it serves as the plan for all three entities. This element addresses other intergovernmental relationships between the CFTOD and the cities of Bay Lake and Lake Buena Vista.

The CFTOD and the two cities are within the jurisdictional boundaries of the East Central Florida Regional Planning Council; Lake Buena Vista is a member of the council. The CFTOD coordinates with a number of federal and state agencies in such areas as highway construction and maintenance, water quality management, and fish and game management. This element presents more details of these relationships.

The legislation establishing the CFTOD specifically authorizes it to enter into cooperative agreements with the state, counties, cities, or other public bodies or agencies. This element discusses a number of these agreements.

Figure 8-1: Governmental Jurisdictions



EXISTING COORDINATION

PLANNING

This Comprehensive Plan has been prepared by the CFTOD for itself and the two cities within its jurisdictional boundaries. The planning staff for the District serves as the planning staff for the two cities. The CFTOD has often coordinated closely with Orange and Osceola counties and occasionally with Lake and Polk counties. The CFTOD also coordinates with regional and state planning agencies.

The CFTOD has executed a number of interlocal agreements with the Cities of Bay Lake and Lake Buena Vista, Orange County, Osceola County, the East Central Florida Regional Planning Council, the Florida Department of Community Affairs, and private companies setting forth conditions for annexations and deannexations, development approvals, and development criteria on a case by case basis.

ENVIRONMENTAL QUALITY

The CFTOD works closely with the U.S. Environmental Protection Agency regarding issues of water quality, wetlands protection, and hazardous waste disposal. It also works closely with the Florida Department of Environmental Protection (FDEP), especially on water quality issues. In addition to water quality, the FDEP is involved in water quantity (implemented by the South Florida Water Management District), drinking water, solid waste, air quality, and noise control. The FDEP permitting programs require coordination with the Florida Department of Natural Resources and the U.S. Army Corps of Engineers. The SFWMD issues permits and monitors drainage facilities.

The CFTOD has executed agreements with the Orange County Soil Conservation District for assistance in preparing a soil and water conservation plan; The Florida Department of Environmental Protection for resource commitment for monitoring and controlling pollution; Orange County and Osceola County for the acceptance of drainage from outside the District; South Florida Water Management District for the removal of and mitigation for specific wetlands and for the operation of all existing drainage facilities; and the Celebration Community Development District for drainage into District stormwater management systems.

WATER, WASTEWATER, AND SOLID WASTE SERVICES

The CFTOD owns a potable water system, a wastewater reclamation plan, a sewage collection system, and a solid waste disposal system. All water comes from wells owned by the District, except for a small area south of Animal Kingdom that is served by the City of Kissimmee. Wastewater is disposed of within the jurisdictional boundaries, except for the above-mentioned area south of Animal Kingdom. Solid waste, with the exception of construction wastes, is transported to an Okeechobee County landfill. The SFWMD sets annual and daily water allocations for pumping water from the Floridan Aquifer. Water, wastewater, and solid waste services must comply with standards established by the Florida Department of Environmental Protection.

The District has agreements for utility services, solid waste disposal, water resources, wastewater reuse and canal maintenance easements with various governmental and private entities including: Reedy Creek

Energy Service, Inc., Orange County, Orange County Utilities, Chambers Waste Systems of Florida, Inc., CWI of Florida, Inc., U.S. Geological Survey, SFWMD, City of Kissimmee, and Walt Disney World Co.

The District has also entered into an agreement with the City of Saint Cloud, Orange County Utilities, and Tohopekaliga Water Authority to work cooperatively on water supply projects and water use permit issues.

OTHER UTILITY SERVICES

The CFTOD owns a natural gas distribution system, an electric generation and distribution system, a chilled water system, and a hot water system. The District has an agreement with Reedy Creek Energy Services, Inc. for the operation of these utility facilities. The District purchases gas and most of its electricity from external sources including Florida Gas Transmission Company, People's Gas Company, Florida Power Corporation, Tampa Electric Company, Orlando Utilities Commission, and Orlando Cogeneration Limited.

HEALTH AND SAFETY

The CFTOD provides fire protection services within its jurisdictional boundaries. It is a party to several mutual aid agreements for fire protection and emergency rescue. The District also is involved in traffic signal maintenance and elevator inspection and has executed agreements with the Florida Department of Transportation and the Florida Department of Business Regulation, respectively. It cooperates with the Florida Department of Health and Rehabilitative Services in the inspection of restaurant facilities within its jurisdictional boundaries. The City of Bay Lake and the City of Lake Buena Vista have agreements with the Orange County Sheriff's Office for the latter to provide police services.

The CFTOD has executed agreements to provide firefighting and medical services in times of emergencies with Osceola County, Orange County, City of Kissimmee, City of Orlando, and with Four Corners Fire Protection and Rescue.

TRANSPORTATION

The CFTOD works closely with the Florida Department of Transportation with respect to the state road program. Of particular interest is increasing capacity of roads that serve the District. The two entities exchange information that enables each to do better planning. The CFTOD has representatives on the Transportation Technical Committee of the Metropolitan Planning Organization. It also coordinates with Orange County, Osceola County, and the City of Kissimmee on traffic planning.

The District's primary employer has an agreement with the Florida Department of Transportation to purchase trips on Interstate -4 pursuant to a Joint Participation Agreement and Donation Agreement for the Construction of Interstate-4 Improvements as a means of satisfying concurrency for trips on I-4.

The District has periodically entered into agreements for cost sharing on specific roadway projects including improvements to I-4, Osceola Parkway, World Drive, Vineland Road, Southern Connector, and US 192 with the Florida Department of Transportation, Orange County, the Celebration Community Development District, Osceola County, and the Enterprise Community Development District.

HOUSING

Housing for permanent residents within the CFTOD jurisdictional boundaries consists of 17 manufactured homes; therefore, the vast majority of people employed within the boundaries live in the surrounding area. The number of these employees has been increasing and additional increases are anticipated.

SCHOOLS

The CFTOD has a very low permanent school-age population; therefore, the CFTOD has limited coordination with school boards.

CFTOD OFFICE WITH PRIMARY RESPONSIBILITIES

Because of the small size of the CFTOD staff and acknowledged importance of interlocal coordination to the District, all such coordination is the responsibility of the District Administrator.

ANALYSIS

LOCAL GOVERNMENTS AND AGENCIES

The Cities of Lake Buena Vista and Bay Lake

The CFTOD, City of Lake Buena Vista, and City of Bay Lake maintain a close working relationship because they share the same planning staff.

Orange County

The CFTOD has several interlocal agreements with Orange County, such as the agreements dealing with deannexations. Other topics covered by interlocal agreements between the two jurisdictions include drainage and water quality, solid waste disposal, fire protection and rescue, and I-4 improvements. An administrative process is in place to comment on land development proposals. The two jurisdictions are coordinating issues on a case-by-case basis. Generally the relations appear to be good, and no significant disputes or unresolved issues are known to exist.

An analysis of the level of projected growth and development shown in the Orange County Comprehensive Plan shows it to be consistent with the growth and development proposed by this Plan and indicates that the existing level of planning coordination is satisfactory.

Osceola County

The CFTOD has several interlocal agreements with Osceola County, such as the transportation agreements dealing with improvements to I-4 and US-192. Other topics covered by interlocal agreements between the two jurisdictions include drainage and water quality, as well as fire protection and rescue. An administrative process is in place to comment on land development proposals. The two jurisdictions are coordinating issues on a case-by-case basis. Generally the relations appear to be good, and no significant disputes or unresolved issues are known to exist.

An analysis of the level of projected growth and development shown in the Osceola County Comprehensive Plan shows it to be consistent with the growth and development proposed by this Plan and indicates that the existing level of planning coordination is satisfactory.

Other Local Governments and Agencies

The CFTOD has agreements with other local governments, especially mutual aid agreements on fire protection and rescue. These agreements appear to be working well. The CFTOD coordinates with the City of Kissimmee on traffic planning. Major issues regarding coordination problems with other local governments and agencies have not been identified.

The City of Bay Lake and City of Lake Buena Vista have an agreement with the Orange County Sheriff's Office to provide public safety services within both cities. The CFTOD is not a party to this agreement because it does not have legal authority or responsibility to provide police services.

The CFTOD has limited coordination with local school boards, such as providing bus shelters in the District. Significant coordination is not required because of the low school age population.

REGIONAL AND STATE AGENCIES

Regional Agencies

The CFTOD maintains a close working relationship with the East Central Florida Regional Planning Council, although it does not hold membership. (The City of Lake Buena Vista, however, is a member.) The CFTOD has significant contact with the South Florida Water Management District—extensive coordination occurs between these two entities and the working relationship appears to be exceptionally good.

The CFTOD is involved in regional transportation issues. It has representation on the Transportation Technical Committee of the Metropolitan Planning Organization.

An analysis of the level of growth and development of this plan and the comprehensive plans for Orange County, Osceola County, City of Orlando, and City of Kissimmee, appears to indicate that existing levels of planning coordination are satisfactory.

State Agencies

The CFTOD coordinates with the Florida Department of Environmental Protection more frequently than it does with other state agencies. No significant problems appear to exist. The relationship between the CFTOD and the Department of Commerce appears to be satisfactory. The same situation exists with respect to coordination with the Florida Department of Transportation and the Department of Environmental Protection. The CFTOD's coordination with the Division of Historic Resources appears to be limited, but adequate.

COORDINATION NEEDS BY PLAN ELEMENT

Land Use

- **Review of Development Near Jurisdictional Boundaries** – A comprehensive interlocal agreement is needed with Orange County and Osceola County to formalize existing procedures for dealing with the review of proposed development located proximate to the CFTOD and county boundaries.
- **Review of Plans** – The CFTOD sends copies of its Comprehensive Plans, and amendments thereto, to Orange and Osceola Counties.

Traffic Circulation

- **Vehicle Reduction Strategies** – Ongoing coordination is needed with Orange County, Osceola County, and other applicable agencies to encourage car pooling, as well as the development and use of transit facilities.
- **Transit Service Improvements** – Ongoing coordination is needed with the LYNX public bus system on transit service improvements, including the designation of bus stops and the construction of shelters.
- **Levels of Service Standards** – Ongoing coordination is needed with Orange County, Osceola County, and FDOT in the coordination of level of service standards for roads. In addition, the CFTOD should update, as needed, during its monitoring and evaluation process, level of service standards for state and federal roadways within the District.
- **Capacity of Off-site Roadway Improvements** – Ongoing coordination is needed with Orange County, Osceola County, and FDOT to increase the capacity of off-site roadways.
- **Signage** – Ongoing coordination is needed with the appropriate agencies on directional signage for guest vehicles.

Housing

- **Housing Assistance Programs** – Ongoing coordination is needed with housing assistance programs in other jurisdictions, primarily Orange, Osceola, Polk, and Lake Counties.
- **Land Availability** – Ongoing coordination is needed with Orange, Osceola, and Lake Counties to address the availability of land for affordable housing.
- **Unmet Needs** – If an unmet need is determined to exist for affordable housing for people employed within the District, coordination is needed with Orange, Osceola, Polk, and Lake Counties to address the problem.

Infrastructure

- **General** – Ongoing coordination is needed with Orange County and Osceola County on level of service standards for infrastructure. Coordination is also needed with the City of Kissimmee on level of service standards for the support area at Disney's Animal Kingdom.
- **Potable Water** – An interlocal agreement will be required before water will be provided to lands deannexed to or annexed from Orange County or Osceola County. Coordination is needed with the SFWMD and FDEP on standards for the selection of new well sites.
- **Sanitary Sewer** – An interlocal agreement will be required before sanitary sewer service will be provided to lands deannexed to or annexed from Orange County or Osceola County. Coordination is needed with potentially impacted sanitary sewer districts in Orange and Osceola counties with respect to wastewater system planning.
- **Drainage** – Ongoing coordination is needed with all local governments and development districts in the Reedy Creek Basin with respect to preparation, monitoring, and amendments to drainage plans.
- **Groundwater Recharge** – Ongoing coordination is needed with the U.S. Geological Survey, Soil Conservation Service, and SFWMD to periodically update the map of "Prime Recharge Areas" within the District.

Conservation

- **Flora and Fauna Protection** – Ongoing coordination is needed with Orange and Osceola counties and other state and federal agencies to coordinate programs to protect flora and fauna.
- **Air Quality** – Ongoing coordination is needed with the FDEP in the event that air quality monitoring stations are established within the District.
- **Well Protection** – Ongoing coordination is needed with the SFWMD and adjacent jurisdictions with respect to modifying, as necessary, cones of influence around the District's water wells.

Recreation and Open Space

- No specific intergovernmental coordination problems or needs were identified in this element.

Intergovernmental Coordination

- **Dispute Resolution** – The East Central Florida Regional Planning Council should be asked for assistance in resolving intractable interjurisdictional disputes in the event that such disputes should arise.

Capital Improvements

- **Road Improvements** – Ongoing coordination is needed with FDOT and other local governments in planning and financing any needed improvements serving the District.
- **Deannexed Areas** – Interlocal agreements addressing construction of capital improvements in areas deannexed from the District will be required with the receiving county.

Central Florida Tourism Oversight District
City of Bay Lake
City of Lake Buena Vista
COMPREHENSIVE PLAN
2045

CAPITAL IMPROVEMENTS
ELEMENT

Part A:
Policies

INTRODUCTION

The Capital Improvements Element addresses the financial feasibility of providing the public facilities necessary to meet the level of service standards for ~~the~~ development as described in the Future Land Use Element of this Plan. The element includes two components: the Policies and the Supporting Data and Analysis. The Policies ~~part component, Part A,~~ includes the goals, objectives, and policies formally adopted by the ~~RCIDCFTOD~~. The Supporting Data and Analysis ~~part component, Part B,~~ provides background data on current conditions and supporting data for a discussion of issues and future conditions.

GOALS, OBJECTIVES, AND POLICIES

GOAL

It shall be the goal of the ~~Reedy Creek Improvement~~ Central Florida Tourism Oversight District to provide adequate public facilities to meet existing needs and ~~planned development areas in a manner that is concurrent with the impacts of such development and efficient and consistent~~ accommodate future growth efficiently and consistently with available financial resources.

Objective 1

To develop a schedule for capital improvements that accommodates planned and projected growth, corrects deficiencies in existing public facilities, and replaces obsolete or worn-out facilities.

Policy 1.1: The District shall continue to prepare, as part of the annual budgeting process for the government funds and the Proprietary Funds, an annual construction budget. Facilities shall be itemized as capital outlays in the General Fund and the Capital Projects Fund, or as capital expenditures in the Utility Enterprise Fund. The list of improvements shall be consistent with the facility needs identified in the Transportation Element and Infrastructure Element of this Comprehensive Plan ~~(Amended by Ordinance/Resolution No. 580 adopted 10/26/2016 and Ordinance Nos. 133 and 130 adopted 11/9/2016).~~

Policy 1.2: The District shall continue to maintain a Capital Improvements Committee for the purpose of evaluating, ranking, and recommending in order of priority all projects for inclusion in the Capital Improvements Program (CIP) and the Capital Improvements Element (CIE).

~~(1) For purposes of the utility-related portion of the budget, the Committee shall be composed of the:~~

~~(a) District Administrator;~~

~~(b) Director of Finance and Planning;~~

~~(c) Director of Administration and Services;~~

~~(d) Director of Activities of RCES; and~~

~~(e) — Manager of Planning and Engineering of RCES.~~

~~(2) — For purposes of the non-utility-related portion of the budget, the Committee shall be composed of the:~~

~~(a) — District Administrator;~~

~~(b) — Director of Finance and Planning; and~~

~~(c) — Director of Administration and Services.~~

Policy 1.3: The members of the Capital Improvements Committee shall continue to meet annually to discuss the need for capital improvements and the location of these projects based on pending developments during the upcoming five-year period.

Policy 1.4: The Administrative departments (including Fire, ~~Water Control~~Drainage and Roadway Maintenance) and the Utility departments (including Potable Water, Wastewater, Reclaimed Water, Solid Waste, Electric, Natural Gas, Hot Water, and Chilled Water Departments) of the ~~RCID~~CFTOD shall annually continue to submit a one-year list of capital projects and a five-year projection of capital project needs to the District Comptroller. The five-year projection shall continue to be itemized by year. The list shall identify the location, function, and approximate cost of the project, and the suggested revenue source.

Policy 1.5: The annual submittals in Policy 1.4 shall continue to be used to prepare an annual update of the CIP ~~and CIE~~. ~~Both the CIP and the CIE shall~~ The CIP shall contain the incorporate the five-year schedules schedule of capital improvements that prioritize and identify prioritizes and identifies a funding source for each listed improvement, as depicted in Table 9-1, and shall be updated annually during the budget review process.

Policy 1.6: ~~The cost estimates for capital improvements in excess of \$25,000 and having a service life of five years or greater may include land, structures, design and permitting fees, and initial furnishings.~~Capital improvements determined to be necessary to implement the goals, objectives, and policies of this Comprehensive Plan shall be given priority. During the annual update of the five-year Capital Improvements Program, such improvements with costs exceeding \$25,000 and with a life expectancy greater than five years shall be included in the schedule.

~~Policy 1.7: Capital improvements costing less than \$25,000 or having a service life shorter than five years shall be identified in the annual operating budget for each service category.~~

Policy 1.~~8~~7: All capital improvements shall continue to be developed through an assessment of existing capacity, existing demand, and projected demand over the next five-year period ~~for each of the services listed above.~~

Policy 1.~~9~~8: A program for replacement and renewal of existing deteriorating or obsolete capital facilities shall be included as part of the annual budgeting process. The criteria for selecting projects are given in Policy 1.~~44~~9. Priority shall be given to those projects that protect public health and safety.

~~Policy 1.10: The District shall continue each year to deposit five percent of the annual gross revenues (less expenses for fuel and purchased power) of the Utility Enterprise Fund in a Renewal and Replacement Fund for the replacement of worn-out or obsolete public facilities.~~

Policy 1.119: Existing public facilities shall continue to be inspected on an ongoing basis to determine the need for their renewal or replacement. The renewal and replacement program shall be based on the following criteria:

- (1) **Age of the Facility.** Public buildings and improvements and the utility distribution and collection system shall generally be considered due for replacement and renewal when they are between 35 and 50 years old; other property and equipment shall generally be considered due for renewal and replacement when they are between 5 and 30 years old. All facilities shall be replaced or substantially rehabilitated at least once during these time horizons.
- (2) **Level of Service.** All public facilities shall be renewed or replaced as needed to maintain the level of service standards adopted in this Plan.
- (3) **Safety.** All public facilities shall be renewed or replaced to correct any problems that would jeopardize the safety of employees within, or visitors to, the District.
- (4) **Operational Capability.** All public facilities shall be renewed or replaced to correct functional problems that interfere with operational capability.
- (5) **Technological Obsolescence.** As funding permits, public facilities and improvements within the District may be replaced before the end of their usable life if facilities that permit more efficient, cost-effective, and environmentally sound service provision are developed.

Policy 1.12: Future capital improvements shall be located and scheduled in accordance with the Future Land Use Map in a manner consistent with the goals, objectives, and policies contained in all other elements of this Plan.

Policy 1.13: The ~~RCID~~CFTOD shall ~~include in the annual~~annually update ~~of its financially feasible~~ Five-Year Schedule of Capital Improvements to include projects listed in the Ten-Year Water Supply Facilities Work Plan as necessary to achieve and/or maintain the level of service standards adopted in this Plan.

Policy 1.14 The following ~~financially feasible~~ Capital Improvement Schedules are adopted:

- (1) Table 9-~~81~~: Five Year Schedule of Capital Improvements for Roads,
- (2) Table 9-~~92~~: Five Year Schedule of Capital Improvements for Potable and Reuse Water,
- (3) Table 9-~~103~~: Five Year Schedule of Capital Improvements for Sanitary Sewer,
- (4) Table 9-~~114~~: Five Year Schedule of Capital Improvements for Solid Waste, and
- (5) ~~Table 9-12: Five Year Schedule of Capital Improvements for Stormwater Management.~~ Currently no Drainage Capital Improvements planned within the five year schedule.

Table 9-1: Five Year Schedule of Capital Improvements for Roads (in thousands)

<u>Project #</u>	<u>Project Description</u>	<u>Funding Source</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>	<u>Total</u>
1	<u>World Drive North Phase 3-1 & 2</u> Construction of a 4 lane divided rural roadway extending WDN Phase 2 to Floridian Place. Project includes utility relocations; drainage, landscaping and irrigation, etc.	Bond Funds (On Hand & New)	<u>\$75,000</u>	<u>\$59,000</u>					<u>\$134,000</u>
2	<u>Western Way Widening</u> Widening from 4 lane urban and rural divided road to 6 lanes from BVD to East of SR 429	Bond Funds or Loan (On Hand & New)	<u>2,500</u>	<u>7,000</u>	<u>7,000</u>	<u>70,000</u>	<u>70,000</u>	<u>70,000</u>	<u>226,500</u>
3	<u>Western Way and Buena Vista Drive Interchange</u> Intersection improvements at Western Way and BVD (flyover).	Bond Funds or Loan (New)	<u>2,500</u>	<u>9,000</u>	<u>9,000</u>	<u>80,000</u>	<u>80,000</u>	<u>80,000</u>	<u>260,500</u>
4	<u>Buena Vista Drive Intersection 5 (Disney Springs Corridor)</u> Intersection improvements to reduce congestion during nighttime closing. (Total Projected Cost \$142,050,000 / FY2027-2032)	Bond Funds or Loan (New)		<u>2,000</u>	<u>5,000</u>	<u>5,000</u>	<u>65,000</u>	<u>65,000</u>	<u>142,000</u>
5	<u>Buena Vista Drive Dedicated Bus Lanes</u> Construct additional bus lanes from Bonnet Creek Parkway to World Drive. (Total Projected Cost \$226,000,000 / FY2030-2032)	Bond Funds or Loan (New)			<u>2,500</u>	<u>7,000</u>	<u>7,000</u>	<u>70,000</u>	<u>86,500</u>
<u>Total CFTOD Roads</u>			<u>\$80,000</u>	<u>\$77,000</u>	<u>\$23,500</u>	<u>\$162,000</u>	<u>\$222,000</u>	<u>\$285,000</u>	<u>\$849,500</u>

<u>Project #</u>	<u>Project Description</u>	<u>Funding Source</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>	<u>Total</u>
<u>6</u>	<u>I-4 (SR400)</u> From West of CR 532 To East of CR 522 (Osceola Parkway) Add Lanes and Reconstruct – PE ROW RRU DSB CI INC (Prior Cost \$46,463)	<u>DIH ACNP</u> <u>MFF DDR</u> <u>CD23 TIFI</u>	<u>81,995</u>	<u>1,759,780</u>				<u>52,221</u>	<u>1,893,996</u>
<u>6</u>	<u>I-4 (SR400)</u> From West of SR 536 To West of Daryl Carter Pkwy, Add Managed Lanes – RRU (Prior Cost \$23,377)	<u>GFNP</u>	<u>6,710</u>						<u>6,710</u>
<u>6</u>	<u>I-4 (SR400)</u> New Interchange at Daryl Carter Pkwy (Prior Cost \$82,564)	<u>RRU CST</u>	<u>98</u>						<u>98</u>
<u>6</u>	<u>I-4 (SR400)</u> From West of SR 429 To East of World Drive, Add Lanes and Reconstruct – PE RRU INC ENV DSB	<u>MFF DI</u> <u>DIH</u>	<u>160,850</u>						<u>160,850</u>
<u>6</u>	<u>I-4 (SR400)</u> From East of US 27 To West of SR 429, Add Lanes and Reconstruct – PE RRU INC ENV DSB	<u>GMR MFF</u> <u>DIH</u>	<u>239,092</u>						<u>239,092</u>
<u>6</u>	<u>I-4 (SR400)</u> From East of SR 535 To West of SR 535 – Interchange Justification/Modification – PE DSB (Prior Cost \$98,056)	<u>ACNP DIH</u>	<u>165</u>						<u>165</u>
<u>6</u>	<u>I-4 (SR400)</u> From West of 536 To West of 528. Add Managed Lanes – DSB (Prior Cost \$14,845)	<u>GFNP SA</u>	<u>11,124</u>						<u>11,124</u>
<u>6</u>	<u>I-4 (SR400)</u> From Osceola Parkway To West of Central Florida Parkway, Add	<u>ACNP DIH</u> <u>BNIR DI</u> <u>NHPP</u>	<u>80,140</u>	<u>36,134</u>	<u>14,167</u>	<u>5,353</u>	<u>7,878</u>	<u>69,032</u>	<u>212,704</u>

<u>Project #</u>	<u>Project Description</u>	<u>Funding Source</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>	<u>Total</u>
	<u>Lanes and Reconstruct – PE ENV ROW (Prior Cost \$407,645)</u>								
<u>6</u>	<u>I-4 (SR400)</u> <u>From Osceola Co. Line To East of SR 536 – RRU DSB</u>	<u>MFF DIH</u>	<u>229,270</u>						<u>229,270</u>
<u>7</u>	<u>SR 429 (Western Beltway)</u> <u>Add Lanes and Reconstruct from north of US 192 to North of Western Way – PE (Prior Cost \$4,234)</u>	<u>PKYI</u>	<u>5,200</u>						<u>5,200</u>
<u>7</u>	<u>SR 429 (Western Beltway)</u> <u>From North of Western Way to Seidel Road, Add Lanes and Reconstruct – PE (Prior Cost \$3,668)</u>	<u>PKYI</u>	<u>4,500</u>						<u>4,500</u>
<u>8</u>	<u>SR 429 (Western Beltway)</u> <u>Interchange Improvement SR 429 US 192 Interchange SB Off Ramp – CST (Prior Cost \$1,480)</u>	<u>PKYI</u>	<u>27,272</u>						<u>27,272</u>
<u>9</u>	<u>CR 545 (Avalon Rd)</u> <u>Widen to 4 lanes from US 192 to Harzog Rd – ROW CST (Prior Cost \$459)</u>	<u>CIP</u>	<u>1,481</u>						<u>1,481</u>
<u>Total State/Federal/County/Private Funded Roads</u>			<u>\$847,897</u>	<u>\$1,795,914</u>	<u>\$14,167</u>	<u>\$5,353</u>	<u>\$7,878</u>	<u>\$121,253</u>	<u>\$2,792,462</u>

Table 9-2: Five Year Schedule of Capital Improvements for Potable and Reuse Water (in thousands)

<u>Project #</u>	<u>Project Description</u>	<u>Funding Source</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>	<u>Total</u>
<u>1</u>	<u>Contemporary Reclaimed Water Conversions</u>	<u>Bond Funds</u> <u>Non Taxable</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>500</u>	<u>0</u>	<u>0</u>	<u>500</u>
<u>Not Shown</u>	<u>Well #2 Replacement (Design & Construction</u>	<u>Bond Funds</u> <u>Non Taxable</u>	<u>500</u>	<u>2,500</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3,000</u>
<u>Total Potable and Reuse Water</u>			<u>\$500</u>	<u>\$2,500</u>	<u>\$0</u>	<u>\$500</u>	<u>\$0</u>	<u>0</u>	<u>\$3,500</u>

Table 9-3: Five Year Schedule of Capital Improvements for Sanitary Sewer (in thousands)

<u>Project #</u>	<u>Project Description</u>	<u>Funding Source</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>	<u>Total</u>
<u>Not Shown</u>	<u>Lift Station #60 (DAK Master) – Rehabilitation & Upgrade (Design & Construction)</u>	<u>Bond Funds</u> <u>Non Taxable</u>		<u>500</u>	<u>2,500</u>	<u>5,000</u>			<u>8,000</u>
<u>Not Shown</u>	<u>Lift Station #7 (MK Master) – Rehabilitation & Upgrade (Construction)</u>	<u>Bond Funds</u> <u>Non Taxable</u>	<u>5,000</u>	<u>3,000</u>					<u>8,000</u>
	<u>WRRF – Dewatering Facility Replacement (Construction)</u>	<u>Bond Funds</u> <u>Non Taxable</u>	<u>10,500</u>	<u>10,500</u>	<u>500</u>				<u>21,500</u>
	<u>WRRF – Headwaters Replacement</u>	<u>Bond Funds</u> <u>Non Taxable</u>				<u>1,000</u>	<u>5,500</u>		<u>6,500</u>
<u>Total Sanitary Sewer</u>			<u>\$15,500</u>	<u>\$14,000</u>	<u>\$3,000</u>	<u>\$6,000</u>	<u>\$5,500</u>	<u>\$0</u>	<u>\$44,000</u>

Table 9-4: Five Year Schedule of Capital Improvements for Solid Waste (in thousands)

<u>Project #</u>	<u>Project Description</u>	<u>Funding Source</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>	<u>Total</u>
<u>1</u>	<u>SWTS – Transfer Station Expansion (Design and Construction)</u>	<u>Bond Funds Non Taxable</u>				<u>1,000</u>	<u>6,000</u>		<u>7,000</u>
<u>Total Solid Waste</u>			<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$1,000</u>	<u>\$6,000</u>	<u>\$0</u>	<u>\$7,000</u>

Objective 2

To coordinate land use planning and capital improvement programming so that no new development is permitted that would result in ~~a reduction in~~ the District not meeting its adopted levels of service standards adopted in this Comprehensive Plan.

Policy 2.1: Capital improvements shall be prioritized as follows:

Cross Reference: Also see Policy 4.5.

- (1) First priority shall be given to projects that correct deficiencies, should they arise in the future; eliminate deficiencies in the levels of service; fulfill a legal commitment to provide facilities; and maximize the efficient use of existing facilities.
- (2) Second priority shall be given to projects for which development orders have already been issued, but have not yet been built.
- (3) Third priority shall be given to projects that deliver the adopted levels of service to areas planned for development during the next five years, but for which no development orders have been issued.
- (4) Fourth priority shall be given to projects that deliver the adopted levels of service to areas planned for development beyond five years or increase capacity to a standard higher than the adopted level of service.

Policy 2.2: The adequacy of public facilities shall be measured for the required public facility types using the following level of service standards:

- (1) The level of service standards for water shall be as set forth in Policy 1.1 of the Potable Water Subelement of the Infrastructure Element.
- (3) The level of service standards for sanitary sewer shall be as set forth in Policy ~~5.4~~ 6.1 of the Sanitary Sewer Subelement of the Infrastructure Element:
- (4) The level of service standards for solid waste shall be as set forth in Policy ~~8.4~~ 9.1 of the Solid Waste Subelement of the Infrastructure Element.
- (5) The level of service standards for drainage shall be as set forth in Policy 13.1 of the Stormwater Management Subelement of the Infrastructure Element.

~~(Amended by Ordinance/Resolution No. 580 adopted 10/26/2016 and Ordinance Nos. 133 and 130 adopted 11/9/2016)~~

Policy 2.3 The adequacy of public facilities shall be measured for the public facility types not subject to concurrency on a statewide basis using the following level of service standards:

- (1) The level of service standards for roads shall be as set forth in Policy 1.1 of the Transportation Element. A constrained facility designation shall be provided for CR 535 from Hotel Plaza Boulevard to I-4 and for Hotel Plaza Boulevard, as set forth in Policy 1.2 of the Transportation Element.

~~(2) The level of service standards for parks and recreation shall be as set forth in Policy 3.4 and Policy 3.5 of the Recreation and Open Space Element.~~

~~(Amended by Ordinance/Resolution No. 580 adopted 10/26/2016 and Ordinance Nos. 133 and 130 adopted 11/9/2016)~~

~~Policy 2.4: Facilities that provide a higher level of service than that specified in this Plan may be permitted if the facility is consistent with the policies of the other plan elements and if the facility does not make financially infeasible the construction of other facilities that are required to meet the adopted level of service.~~

~~Policy 2.5: Capital improvements shall not result in a service capacity that exceeds the growth maximums set forth in Table 2-6 of the Future Land Use Element unless the improvements will result in a long term cost savings or if it would be economically infeasible to limit the expansion to the amount implied by the growth maximums. In such cases, a monitoring program shall be established to ensure that the quantity of the service provided does not exceed the growth cap prior to the 2015 or 2020 horizon years.~~

Policy 2.64: All permits for development shall be conditioned on the availability of public facilities and services, including adequate potable water, sanitary sewer, solid waste collection and disposal capacity, and drainage capacity, necessary to meet the adopted level of service standards in the ~~RCID~~CFTOD. Such facilities and services must be scheduled to be in place no later than the date on which the District anticipates issuing a certificate of occupancy. ~~(Amended by Ordinance/Resolution No. 580 adopted 10/26/2016 and Ordinance Nos. 133 and 130 adopted 11/9/2016)~~

~~Policy 2.7: Deleted (Amended by Ordinance/Resolution No. 580 adopted 10/26/2016 and Ordinance Nos. 133 and 130 adopted 11/9/2016).~~

~~Policy 2.8: No building permit shall be issued unless the level of service standards for the resulting development will achieve the measurements in Policy 2.2. The District shall determine whether there is or will be sufficient capacity to attain these standards prior to the issuance of development orders.~~

Policy 2.95: The availability of those capital improvements not subject to the concurrency provisions of this Comprehensive Plan shall not apply to the issuance of development orders.

Policy 2.106: All future amendments to the Comprehensive Plan shall be evaluated for their potential impacts on levels of service, the need for capital improvements, and the fiscal capacity of the District.

~~Policy 2.11: Pursuant to Florida Statutes Section 163.3187, the schedule of capital improvements may be amended two times during the calendar year, as allowed for in emergencies, and certain small-scale development activities.~~

Policy 2.127: Pursuant to Florida Statutes Section 163.3177(3)(b), the schedule of capital improvements ~~shall also may~~ be reviewed by the District annually and adjusted by ordinance rather than through an amendment for corrections, updates, and modifications concerning costs,

revenue sources, or public dedication of privately owned facilities that are consistent with this Plan.

- Policy 2.~~438~~⁴⁴⁹: The District shall maintain and enforce a concurrency management system that ensures that issuance of a development order or permit is conditioned upon the availability of public facilities and services necessary to serve new development. The District shall use the level of service standards as set forth in Policy 2.2 in this management system, adopt a financially feasible plan that demonstrates these standards will be met, adopt a system of monitoring and ensuring adherence to these standards and the availability of public facility capacity, implement a system of applying these standards to development applications, and adopt provisions in the Land Development Regulations that ensure the concurrency management system is effectively implemented. ~~(Amended by Ordinance/Resolution No. 580 adopted 10/26/2016 and Ordinance Nos. 133 and 130 adopted 11/9/2016)~~
- Policy 2.~~449~~⁴⁵¹⁰: The District's concurrency management system shall ensure that capital improvements that maintain the adopted levels of service shall be constructed to serve all developments approved prior to the adoption of this Plan, including projects under construction and projects that are approved but not yet built. Approval of new projects will not be permitted until capital improvements serving previously approved projects are financially committed, or until applications for such projects are withdrawn or expire.
- Policy 2.~~4510~~⁴⁵¹⁰: The Five Year Schedule of Capital Improvements for Roads, Potable and Reuse Water, Sanitary Sewer, Solid Waste, and Drainage, and Parks and Recreation for 2011-2015 for 2025-2030 ~~are is~~ adopted as contained in ~~the~~ Policy 1.14 of this Capital Improvements Element Supporting Data and Analysis Section of the CIE, reviewed by the District annually and adjusted by ordinance.

Objective 3

To ensure that future development pays not less than 50 percent of the cost of the capital improvements, either by directly financing and constructing these improvements, by paying ad valorem taxes or utility revenues sufficient to retire bonds issued by the ~~RCID~~^{CFTOD} to construct these improvements, or by using other methods, such as payment of impact fees.

- Policy 3.1: Current measures for capital cost recovery shall be continued. Future development shall bear a pro rata share of the costs required to facilitate service provision to that development and maintain the adopted levels of service, ~~as provided in Policies 3.5 and 3.6.~~ Consideration will be given for upfront contributions and the effect of ad valorem tax and other revenue benefits to the District resulting from new development.
- Policy 3.2: Rate fees for all services provided by the District shall be reviewed and adjusted as part of the annual operating budget update.
- Policy 3.3: Utility rates shall be set so that net revenues are sufficient to pay at least 125 percent of annual debt service and that net revenues plus other funds (such as interest earned) are sufficient to pay at least 100 percent of annual debt service.

- Policy 3.4: The District shall continue its current practice of using revenue bonds for the construction of major revenue-producing capital facilities, including water, sewer, and solid waste facilities. Such bonds shall be secured with a pledge of the revenue generated through the sale of the utilities undergoing improvement.
- Policy 3.5: The District shall continue its current practice of using general obligation bonds for the construction of major non-revenue producing capital facilities, including road and drainage facilities. Ad valorem taxes shall be used to cover the principal and interest payments associated with the bonds. The District can also use general obligation bonds for other purposes permitted by its enacting legislation.
- Policy 3.6: In lieu of using ad valorem taxes, the District shall permit the private sector to use other methods to pay for the capital costs of facilities, including private construction of the facilities (to District standards), dedication of land, payment of impact fees, and voluntary contributions for facility construction.
- Policy 3.7: In the event that permanent residential areas are created in the District, a method of maintaining common open space areas shall be required as a condition of development approval.
- Policy 3.8: The District shall determine if all utility improvements will pay for themselves within five years. If the determination shows that any will not, the District shall require that the applicant make an appropriate contribution toward the cost of such improvement.

Objective 4

To manage growth in such a way that the public facility needs generated by planned development and previously approved development do not exceed the District's financial ability to fund the listed capital improvements in accordance with the adopted schedule.

- Policy 4.1: The District Comptroller shall continue to prepare an annual five-year projection of assessed valuation in the District based on past trends, committed developments, and projected future conditions. The amount available for debt service during each year over the five-year period shall be included in this projection.
- Policy 4.2: The schedule of capital improvements shall continue to be based on a realistic, financially feasible program of funding from existing revenue sources.
- Policy 4.3: Capital costs shall continue to be funded in a manner that does not place a financial burden on the operating budgets for public services.
- Policy 4.4: The District shall continue to disapprove the construction of any capital facility unless it is determined that the means are available to pay for the operating and maintenance costs of the facility.
- Policy 4.5: In addition to the priorities listed in Policy 2.1, the annual update of capital improvements shall consider the following project selection criteria (not in priority order):
- (1) elimination or avoidance of public health or safety hazards;

- (2) provision of service to existing development or elimination of existing deficiencies;
- (3) impact on the operating budgets of the General Fund and Utility Enterprise Fund;
- (4) locational needs based on growth patterns;
- (5) accommodation of new development;
- (6) impact on debt capacity or availability of capital outlay funds;
- (7) relationship to plans of the Florida Department of Transportation and the South Florida Water Management District;
- (8) relationship to the Comprehensive Plan, particularly the Future Land Use Element;
- (9) provision of a logical extension of existing services; and
- (10) necessity to maximize efficiency of the system or avoid future improvement costs.

Policy 4.6: If the District projects that it will be unable to generate sufficient revenue in any future year to cover its expected capital costs in any future year, it shall remove, via the plan amendment process, facilities from the CIP and CIE according to the following priorities:

- (1) first to be removed would be projects providing capacity in excess of the adopted levels of service;
- (2) second to be removed would be projects that reduce operating costs but do not add capacity;
- (3) third to be removed would be projects not subject to the concurrency provisions of this Plan; and
- (4) fourth to be removed would be projects subject to the concurrency provisions of this Plan.

Objective 5

To coordinate the construction of local capital facilities with capital facilities in adjoining jurisdictions.

Policy 5.1: The District shall continue to work cooperatively with the FDOT and with adjacent local governments in the planning of improvements to I-4, US 192, CR/SR 535, Osceola Parkway, [Reams Road, Avalon Road, Old Lake Wilson Road, Flemings Road,](#) and the Western Beltway.

Policy 5.2: In the event any vacant area is deannexed from the District, an interlocal agreement with the receiving county [or city](#) shall address the construction of capital improvements and provision of public services to the deannexed area.

Policy 5.3: In annually updating its CIP ~~and CIE~~, the ~~RCID~~[CFTOD](#) shall evaluate the FDOT five-year plan, the SFWMD facility improvement plan, and any other state or regional plans that may potentially impact the District. Projects proposed by these agencies should be evaluated based on:

- (1) their proximity to the District;
- (2) the degree to which they facilitate or hinder implementation of this Plan;

- (3) the degree to which they commit financial resources that would otherwise be committed to improvements within the District; and
- (4) the degree to which they induce growth in areas outside the District but in close enough proximity to impact ~~RCID~~CFTOD facilities.

Inapplicable Rule 9J-5 Objectives

~~Policy 9J-5.016(3)(b)2 regarding capital investment in high-hazard coastal areas is not addressed because the District is not in a high-hazard coastal area.~~

~~Policy 9J-5.016(4)(a)3 regarding a five-year financially-feasible public-school-facilities program is not addressed because the District is exempt from school concurrency per DCA letter dated May 16, 2008.~~

Central Florida Tourism Oversight District
City of Bay Lake
City of Lake Buena Vista
COMPREHENSIVE PLAN
2045

CAPITAL IMPROVEMENTS
ELEMENT

Part B:
Supporting Data and Analysis

PURPOSE

The purpose of the Capital Improvements Element is to demonstrate the financial feasibility of the Central Florida Tourism Oversight District Comprehensive Plan. The element determines the costs of the public facilities identified in the other elements of the plan, analyzes the ability of the District to pay these costs, and prioritizes improvements based on fiscal criteria and the goals, objectives, and policies in the other plan elements. Simply put, the element translates growth into dollars; policies for spending, financing, and generating revenue are included.

The District presently owns and operates electric, water, natural gas, chilled water and hot water utilities, a sanitary sewage collection system, a wastewater treatment system, a reclaimed water system, and a solid waste collection, recycling, and disposal system, in addition to other authorized functions such as emergency services and ownership and maintenance of roadways and water control systems. Each major category of public facilities in the District will be impacted by future development. To maintain the current levels of service enjoyed by visitors to the District, expansion of these facilities will be required to accommodate growth. A five-year schedule of capital improvements specifying the location, timing, and approximate cost of each project has been developed based on the infrastructure needs identified in each element of the plan. The schedule is evaluated and updated each year as the land use plan, funding sources, and budget conditions change.

Each year, the District incurs three major types of expenses. The first type, operation and maintenance costs, cover the day-to-day expenses of roads, utilities, and other public services. These costs include personnel, equipment and supply purchases, periodic repairs, and regular maintenance. The second type, debt service costs, cover the principal and interest payments on the outstanding bonds issued by the District to finance past capital improvements. The third type, capital costs (or construction costs), cover the expense of adding new facilities or replacing worn-out facilities. Because the facilities in the District are relatively new and well maintained, most capital costs are incurred as a result of new development or redevelopment or for improvements to infrastructure operations, conservation, and utilization.

Capital costs are further classified into two categories: those that fall under the concurrency provisions of Chapter 163, Part II, Florida Statutes, specifically in section 163.3180, and those that do not. Both types of facilities are included in the annual operating and construction budgets, but only improvements with costs exceeding \$25,000 and with a life expectancy greater than five years are covered in this element. This category includes roads, potable and reuse water, sanitary sewer, solid waste, and drainage. The second category includes fire protection, public buildings, electric, natural gas, chilled water, and hot water services. While the annual revenues and expenses for these services are included in the General Fund or Utility Enterprise Fund operating budgets and the capital costs are included in the construction budgets, these costs are considered in this element only to the extent they impact funds available for concurrency services. With the exception of fire protection and public administration, the non-concurrency services are paid for through service charges and user fees.

REVENUE AND FUNDING MECHANISMS

REVENUE SOURCES

Financial Structure

The District's finances are organized on the basis of funds and account groups. The District's funds can be divided into three categories: governmental, proprietary, and fiduciary.

Governmental funds include the General Fund, Debt Service Fund, and Capital Projects Fund. The General Fund is the general operating fund of the District. The Debt Service Fund is used for the accumulation of resources for the payment of general long-term debt principal, interest, and related costs. The Capital Projects Fund is used for acquisition or construction of major capital facilities, excluding those that are financed through the Utility Enterprise Fund.

The District maintains only one proprietary fund, the Utility Enterprise Fund, used to account for District utilities. These utilities include water, sanitary sewer, solid waste, natural gas, electricity, hot water, and chilled water. The Utility Enterprise Fund is financed and operated in a manner similar to a private business. The intent of the governing body is that the costs (expenses including depreciation) of providing goods or services be recovered (or financed) through user charges. This fund also includes an operating budget and a construction fund, which is used to disburse proceeds from bonds.

Fiduciary funds are used to account for resources held for the benefit of parties outside the government and are not available to support the District's own programs.

Account groups include the General Fixed Asset Account Group, used to maintain control and cost information for all fixed assets used in Governmental Fund operations, and the Long-Term Debt Account Group, used to record long-term obligations backed by the full faith and credit of the District, except for long-term debt of the Utility Enterprise Fund. All roads, bridges, curbs and gutters, streets and sidewalks, drainage systems, and lighting systems are recorded as capital outlays in the Statement of Net Assets. These facilities are not depreciated over time as the District has elected to use the "Modified Approach" as defined by GASB Statement No. 34 for infrastructure reporting. On the other hand, water, sewer, and other utility investments recorded as assets in the Utility Enterprise Fund are depreciated on a straight-line basis according to their projected useful lives (5 to 50 years).

As of the fiscal year ending September 30, 2023 (FY 2023), Capital Assets (Governmental Activities), net of depreciation, totaled \$957,726,780 while the property, plant, and equipment, net of depreciation, in the Utility Fund equaled \$303,890,494.

Overview of Revenues and Expenditures

District revenue sources for governmental funds (including general, debt service, and capital projects) and the Utility Fund for the fiscal year ending September 30, 2023, (FY 2023) are summarized in Table 9-1.

Table 9-1: Revenue Sources (Excluding Bond Proceeds) in the CFTOD – Fiscal Year 2023

Revenues/Expenditures	Governmental Funds	Percent	Utility Fund (*)	Percent
Ad Valorem Taxes	\$179,283,918	93.6%		
Building Permits and Fees	3,476,522	1.8%		
Emergency Services	81,730	0.1%		
Interest Income	7,952,993	4.2%	5,685,300	2.9%
Drainage Fees	64,553	0.0%		
Other	625,253	0.3%		
Utility Sales (**)			189,116,897	97.1%
TOTAL REVENUES	\$191,484,969	100.0%	\$194,802,197	100.0%
General Government Expenses	24,270,721	11.4%		
Public Safety	52,336,501	24.7%		
Physical Environment	11,416,922	5.4%		
Transportation	30,701,157	14.5%		
Capital Outlay	34,287,065	16.2%		
Debt Service – Principal	34,376,090	16.2%		
Debt Service – Interest/Other	24,682,255	11.6%	3,674,034	2.3%
Purchased Power and Fuel			69,743,241	43.0%
Labor Support			32,094,453	19.8%
Operating Costs			16,762,182	10.3%
Taxes			3,201,550	2.0%
Repairs and Maintenance			11,311,554	7.0%
Insurance			1,351,225	0.8%
Depreciation			21,810,615	13.5%
Loss on Assets and Inventory			2,138,289	1.3%
TOTAL EXPENSES	212,070,711	100.00%	162,087,143	100.00%
NET REVENUES (EXPENSES)	(20,585,742)	(10.7%)	32,715,054	17.2%
Bond Proceeds				
Lease Proceeds	701,815			
Capital Contributions			487,203	
NET CHANGES IN FUNDS	(19,883,927)		33,202,257	
BEGINNING FUND BALANCE	148,066,609		310,020,272	
ENDING FUND BALANCE	128,122,682		343,222,529	

Notes: (*) Utility Fund includes non-concurrency service revenues (electricity, natural gas and chilled water).

(**) Interdepartmental Utility Sales have been excluded.

Ad Valorem Taxes

Ad Valorem Taxes provided 93.6 percent of the District's revenue in FY 2023, which is consistent with prior years. The CFTOD Board of Supervisors has the power to levy and assess ad valorem (property) taxes on all real and tangible property within the District:

- to pay the principal and interest on any general obligation bonds of the District,
- to provide for sinking funds or other funds associated with the bonds, and
- to defray the costs of projects and activities undertaken by the District.

These taxes are in addition to those paid by the landowners in the District to Orange and Osceola counties.

Property taxes are billed and collected each fiscal year, with the millage established each September. State statutes permit the District to levy property taxes at a rate of up to 30 mills of assessed valuation. Ad valorem tax revenue totaled approximately \$162.0 million in FY 2022 and \$179.3 million in FY 2023. This is a 17.3 (6.1 percent) million decrease due to a lower millage rate. As shown in Table 9-2, the rate assessed by the District during the fiscal year 2022, was 13.5741 per \$1,000 of assessed valuation and was 13.9000 for FY 2023, a 2.40 percent increase from FY2022. Millage rates are continuously reviewed and adjusted to meet the need for government operations and capital improvements. Increased millage rates were anticipated for amortization of bonds and operating expenses for the three parking garages added to the Disney Springs resort area and for ongoing roadway improvements.

Table 9-2: Assessed Valuation (\$ in thousands) and Millage

Fiscal Year	Assessed Value (\$ in Thousands)	Debt Service Millage	General Operating Millage	Total Millage	(*)Tax Bill Amount (\$in Thousands)	Percent Change in Assessed Value
2010	\$7,197,469	3.6247	6.7180	10.3427	\$74,441	
2011	6,948,863	3.8609	7.0500	10.9109	75,818	-3.45
2012	7,101,269	3.6850	7.7240	11.4090	81,018	2.19
2013	7,297,853	3.4813	7.6000	11.0813	80,870	2.77
2014	7,714,277	4.3008	7.5045	11.8053	91,069	5.71
2015	8,281,651	4.7131	7.8618	12.5749	104,141	7.35
2016	9,328,586	4.9323	7.3388	12.2711	114,472	12.64
2017	9,876,278	4.8993	7.5000	12.3993	122,459	5.87
2018	10,617,333	5.0670	6.9630	12.0300	127,727	7.50
2019	11,699,205	5.4806	6.9190	12.3996	145,065	10.19
2020	12,625,711	4.9677	7.3231	12.2908	155,180	7.92
2021	13,187,381	4.2962	6.8467	11.1429	146,946	8.54
2022	12,432,754	4.9100	8.6641	13.5741	168,763	4.45
2023	13,429,727	4.6400	9.2600	13.9000	186,673	8.02
2024	15,252,970	3.9600	8.9900	12,9500	197,526	13.58

Note: ()Tax bill does not equal ad valorem revenue because of adjustments and exemptions made by the county assessor after the taxes are levied and discounts taken by taxpayers.*

Millage levied by the Cities of Bay Lake and Lake Buena Vista are used to cover the administrative costs of the two cities. Orange County and Osceola County collect additional ad valorem taxes on property within the District to fund county services. These additional Millage rates are summarized in Table 9-3.

Table 9-3: Other Ad Valorem Taxes Paid by the Taxpayers in the CFTOD

	FY 2020 Millage	FY 2021 Millage	FY 2022 Millage	FY 2023 Millage	Purpose
City of Bay Lake	1.7256	1.6237	2.1244	2.1279	Administration
City of Lake Buena Vista	1.6690	1.5615	2.1366	2.0991	Administration
Orange County					
Commission	4.4347	4.4347	4.4347	4.4347	County Services/Debts
Schools	7.1090	6.7370	6.7370	6.4620	Education
SFWMD	0.2675	0.2572	0.2572	0.2301	Flood Control
Library	0.3748	0.3748	0.3748	0.3748	Library
Total	12.186	11.8037	11.8037	11.5016	
Osceola County					
Commission	6.8635	6.8626	6.7000	6.7000	County Services/Debts
Schools	6.0260	5.8970	5.8970	5.5160	Education
SFWMD	0.2675	0.2572	0.2572	0.2301	Flood Control
Library	0.3000	0.3000	0.3000	0.3000	Library
Total	13.4570	13.3168	13.1542	12.7461	

In addition to Ad Valorem taxes, the District also earns the following revenues and income.

Building Permits and Fees

The District charges a variety of fees for construction of improvements and installation of temporary structures. These fees are based on the expected costs of providing the services relating to the permit, such as building, electrical, or plumbing inspections. Fees totaled \$3,476,522 in FY 2023 representing 1.8 percent of the total revenue of the three governmental funds; this was a 11.9 percent increase from FY 2022's \$3,107,627.

Drainage Fees

The District collects Drainage Fees for development projects located outside of the District that discharge stormwater into the District's system of canals. These fees vary significantly year to year and are used only for major repairs and maintenance to the canal system.

Interest and Investment Income

During FY 2022, the three governmental funds had a net negative balance of \$(3,699,683) at year's end. The unrealized losses were due to a program of ongoing interest rate increases by the Federal Reserve to

fight post pandemic inflation. The District made the decision to hold onto its investments until maturity where practical to mitigate realization of these market value losses. In fiscal year 2023, the District reported interest and investment income of \$7,952,993.

Emergency Services

The District collects fire service fees for properties receiving fire protection services within its boundaries. These fees alone are not sufficient to cover the department's expenditures; however, they do provide a source of revenue to the General Fund. Emergency service fees were \$85,025 in FY 2022, and decreased slightly to \$81,730 in FY 2023.

Other Fees

In FY 2023, the District received other miscellaneous revenue totaling \$625,253, a 13.9 percent decrease from FY 2022's \$726,064.

Maintenance Tax

In addition to ad valorem taxes, the Board of Supervisors has the authority to levy a special ad valorem maintenance tax at a rate not to exceed ten mills for the purpose of defraying maintenance, financing, administrative, and operational costs. The District does not currently levy such a tax.

Special Assessments

The District has the authority to levy special assessments on properties that benefit from the construction or reconstruction of assessable improvements. These special assessments are used to retire the bonds issued to finance the improvements. At the present time, no special assessments are being levied in the District.

Utility Sales and Connection Fees

The District has the power to set rates and collect fees, rents, tolls, fares, or other charges for the facilities and services it furnishes including the authority to recover the cost of making connections to any District facility or system through connection fees. The rates must be uniform for users of the same class and may be computed based on the amount of service furnished, the number of persons occupying the premises, or any other factor affecting the use of the facilities. The rates, together with other funding sources, must sufficiently cover all operation and maintenance costs, debt service, and authorized reserve funds. Utility sales (including connection fees) were the source of 99.8 percent of the revenue to the Utility Fund during FY 2023 and totaled \$189,116,897 (excluding interdepartmental sales) representing a 11.2 percent increase from FY 2022's \$170,128,384,

The District has maintained rates and charges that, together with investment earnings, have produced sufficient revenues to pay for all normal operation and maintenance expenses, interest on outstanding bonds, deposits to the renewal and replacement fund and the emergency repair fund, and needed capital improvements. During the fiscal year ending September 30, 2023, utility revenues exceeded operating and non-operating costs by \$32,842,077, a 58.1 percent increase from FY 2022's \$20,777,593.

Utility Tax

The District has the power to impose, levy, and collect a utility tax on each purchase of electricity, metered or bottled gas, water service, telephone service, or telegraph service. At the present time, no utility tax has been levied.

DEBT FINANCING SOURCES

General Obligation Bonds

The District has the authority to levy general obligation bonds for capital improvements so long as the aggregate principal amount of bonds outstanding at any one time does not exceed 50 percent of the assessed valuation of taxable property within the District and the maximum bond debt service requirement of the proposed and then outstanding bonds does not exceed 85 percent of the maximum annual collection from Ad Valorem Taxes calculated for the current year. The total assessed valuation of taxable property within the District in Orange County was \$11,754,884,432 for FY 2022, \$12,693,078,083 for FY 2023, and \$14,459,495,668 for FY 2024; the taxable property in Orange County consists of a substantial percentage of the developed property within the District. In Osceola County the taxable property consists primarily of land set aside for conservation areas, water storage areas, agricultural uses, and a small percentage of developed property; the total assessed valuation of taxable property within the District in Osceola County was \$677,869,666 for FY 2022, \$736,648,445 for FY 2023, and \$793,474,323 for FY 2024. The District levies ad valorem taxes based on assessed valuations that are certified to the District by the property appraisers of Orange and Osceola Counties. The outstanding principal on ad valorem bonds at FYE 2023 was \$652,170,000 (not including \$37,034,959 in deferred discounts/premiums) or 4.3 percent of the District's 2024 assessed valuation. Ad valorem bonds must be approved by an election in accordance with the constitution of the State of Florida and must provide benefits to all landowners.

General obligation bonds are retired through ad valorem tax collections. The millage rate may be raised to cover the cost of debt service (principal and interest) associated with the bonds. The District's policy has been to fund small-scale capital improvements with internally generated revenues and to borrow money only for major road and utility improvements. By state law, the District cannot finance operational costs with bond monies.

In April 2015, the District issued \$50,925,000 Ad Valorem Tax Refunding Bonds (2015A) at interest rates of 2.0% to 5.0%. The proceeds were used for the advance refunding of the 2004A and 2004B Ad Valorem Tax Bonds maturing on and after June 1, 2015

In July 2016, the District issued \$165,000,000 Ad Valorem Tax Bonds (2016A) at interest rates of 4.0% to 5.0%, interest only until June 2019. The proceeds are being used to finance the costs to design, construct, equip, and improve roadways and other facilities within and outside the District.

In October 2017, the District issued \$199,375,000 Ad Valorem Tax Bonds (2017A) at interest rates of 3.0% to 5.0%, interest only until June 2019. The proceeds are being used to finance additional transportation projects and were also used to retire the District's 2017 Bond Anticipation Note.

In February 2020, the District issued \$338,025,000 Ad Valorem Tax Refunding Bonds (2020A) at interest rates of 1.669% to 2.731%. The proceeds are to be used to refund the Refunded Series 2013 Bonds (listed above) and to pay the costs of issuance of the Series 2020A Bonds. A 12 percent NPV savings is

anticipated from this transaction. Any amounts remaining after redemption of the Refunded Series 2013 Bonds will be distributed to the District and made available for any lawful purpose of the District.

The District anticipates financing future improvements to its roadways and other facilities with ad valorem tax bonds. During FY 2023, the District paid \$58,524,773 on debt service, including \$39,246,114 in principal payments and \$27,254,504 in interest payments. Table 9-4 indicates the debt service schedule for the outstanding bonds.

Table 9-4: Debt Service (Principal and Interest) on General Obligation Bonds Outstanding

FYE 9/30	Series 2015A	Series 2016A	Series 2017A	Series 2020A	Total Debt Service
2024	2,130,500	10,211,000	15,411,450	30,756,724	58,509,674
2025	7,586,250	9,826,500	15,411,200	25,692,346	58,516,296
2026		17,408,750	15,411,700	25,692,340	58,512,790
2027		17,410,000	15,411,950	25,692,510	58,514,460
2028		17,405,000	15,410,950	25,696,705	58,512,655
2029		17,412,750	15,407,700	25,692,935	58,513,385
2030		17,407,550	15,411,200	25,695,851	58,514,601
2031		17,407,050	15,409,950	25,699,148	58,516,148
2032		17,410,050	15,411,350	25,696,433	58,517,833
2033		17,409,800	15,410,350	25,701,198	58,521,348
2034		17,409,800	15,414,100	25,697,491	58,521,391
2035		17,406,600	15,414,650	25,699,417	58,520,667
2036		17,409,600	15,412,250	25,700,678	58,522,528
2037			32,817,750	25,703,295	58,521,045
2038				25,698,159	25,698,160
TOTAL	\$9,716,750	\$211,534,450	\$233,166,550	\$390,515,230	\$844,932,980

Revenue Bonds & Direct Borrowings

The District has the power to issue revenue bonds from time to time if the net revenues (revenues of the system less operating expenses excluding depreciation and lease payments to WDWC) for twelve consecutive prior months are equal to 125 percent of the maximum annual debt service of the proposed and then outstanding bonds. The bonds may be secured by or may be payable from the gross or net pledge of the revenues to be derived from any project or combination of projects, from the rates, fees, tolls, fares or other charges to be collected from the users of the project or projects, from any revenue-producing activity of the District, or from any other source or pledged security. Revenue bonds payable from the proceeds of a utility service tax may also be issued. Industrial revenue bonds or private activity bonds may be issued by the District to assist the private sector in the completion of new facilities. The FYE 2023 outstanding principal balance of utility revenue bonds was \$66,441,034 and of direct borrowings was \$99,244,000.

All of the revenue bonds issued in the CFTOD have been used to finance expansion of the utility system and have been backed by pledged revenues generated by the system.

In July 2013, the District issued \$54,915,000 Utilities Revenue Refunding Bonds (2013-1) at interest rates of 2.5% to 5.0%. The proceeds were used to refund the 2003-1 and 2005-1 Utilities Revenue Bonds.

In July 2018, the District issued \$26,230,000 Utilities Revenue Bonds (2018-1) at an interest rate of 5.0%. The proceeds are being used to pay for construction and acquisition of improvements to the utility systems.

In July 2018, the District issued \$19,750,000 Taxable Utilities Revenue Bonds (2018-2) at an average interest rate of 3.44%. The proceeds are being used to pay for improvements to certain existing utility systems

In February 2021, the District issued \$35,095,000 Utilities Revenue Bonds (2021-1) at an interest rate of 1.72%. The proceeds are being used to pay for construction and acquisition of improvements to the utility systems.

In February 2021, the District issued \$55,130,000 Taxable Utilities Revenue Bonds (2021-2) at interest rates of 1.03%-1.58%. The proceeds are being used to pay for improvements to certain existing utility systems.

In July 2021, the District issued \$20,976,000 Utilities Revenue Refunding Bonds (2021-4) at an interest rate of 0.79%. The proceeds were used to refund the 2021-3 Taxable Utility Revenue Refunding Bonds.

The District anticipates financing future improvements to its electrical, water, wastewater, solid waste, chilled water, and hot water systems with utility revenue bonds. During FYE 2023, the District paid \$26,949,376 on debt service, including \$23,364,749 in principal payments and \$3,584,627 in interest payments. Bonds payable totaled \$165,685,034 at the end of FY 2023. Table 9-5 indicates the debt service schedule for the outstanding bonds.

Bond Anticipation Notes

The District has the power to issue bond anticipation notes to borrow money for the purposes for which bonds have been authorized. These notes are payable from the proceeds of the bonds when they are issued, or may be retired from revenues, taxes, or assessments.

Table 9-5: Debt Service (Principal and Interest) on Utility Revenue Bonds and Direct Borrowings Outstanding

FYE 9/30	Series 2013-1	Series 2018-1	Series 2018-2	Series 2021-1*	Series 2021-2*	Series 2021-4*	Total Debt Service
2024	8,031,750	1,311,500	5,373,615	645,034	5,587,332	5,348,511	25,031,865
2025	8,032,500	1,311,500	5,369,845	1,594,174	4,634,456	5,347,917	25,119,845
2026		2,791,500		4,576,974	15,495,852		21,796,500
2027		2,792,500		7,508,174	9,612,300		19,112,500
2028		2,794,750		3,387,774	9,325,044		14,974,750
2029		2,793,000		2,451,174			4,908,000
2030		2,792,250		2,449,796			4,942,250
2031		2,792,250		2,447,816			4,977,250
2032		2,792,750		2,450,234			5,017,750
2033		2,793,500		2,446,964			5,053,500
2034		2,794,250		2,448,092			5,094,250
2035		2,789,750		2,453,532			5,134,750
2036		2,790,000		4,033,198			6,755,000
2037		2,789,500					2,789,500
2038		2,793,000					24,848,296
TOTAL	\$16,064,250	\$38,922,000	\$10,743,460	\$38,892,936	\$44,654,984	\$10,696,428	\$159,974,058

CONVENTIONAL LOCAL GOVERNMENT FUNDS NOT RECEIVED BY THE CFTOD

State Funds

Most local governments in the State of Florida receive a substantial portion of their funds in the form of intergovernmental transfers from the state. Revenue sharing dollars, gas tax proceeds, sales tax proceeds, hotel tax proceeds, liquor tax proceeds, pari-mutuel tax proceeds, and a variety of license taxes and grants are typically disbursed by the state to cities and counties in Florida. The District receives no such revenues from the state. While visitors and persons employed within the District pay sales, gas, and hotel taxes to the various commercial operators, the revenues are returned to Orange and Osceola counties rather than to the District itself.

Federal Funds

The District receives no federal grants or federal funds.

SCHOOL FACILITIES

The District, the City of Bay Lake, and the City of Lake Buena Vista requested and received an exemption from school concurrency requirements pursuant to a letter from the Department of Community Affairs dated May 16, 2008. There are four minors living within the District that may now or may in the future attend Orange County public schools. There are currently no students residing within the District attending any Osceola County public school. Taxpayers in the CFTOD paid taxes to the Orange County and Osceola County school boards at millage rates of 6.4620 and 5.5160 respectively for FY 2023. There are no schools located within the District.

ANALYSIS

PURPOSE

The purpose of this analysis is to determine if future revenues will be sufficient to meet future capital improvement and operating costs. The analysis takes into consideration the outstanding obligations of the District and projects future obligations based on the capital improvements program and anticipated growth. Five basic steps are followed.

- Step 1: A list of capital improvements is presented, including the cost and timing of each improvement. The list is based on committed development for the next two years and projected development patterns for the three years beyond that.
- Step 2: Future revenues are projected for each of the next five years. Yearly increases in ad valorem tax revenues are projected based on the additional value of projected new development each year. Incremental increases in utility sales are projected based on the amount of development projected to be added during each of the next five years.

- Step 3: Future non-capital expenses are projected for each of the next five years. Expenses are based on the operating budgets of the District, the cost of serving new development, and the outstanding debt on bonds.
- Step 4: The amount available for new capital projects (or additional debt service) during each of the next five years is calculated. This amount is equal to Step 2 minus Step 3.
- Step 5: The findings of Step 4 are compared with Step 1 to demonstrate the sufficiency of funds for capital improvements.

CURRENT CFTOD PRACTICES

Organization of Funding

The day-to-day functions of road maintenance, fire protection, planning, building, safety, administration, environmental protection, and flood control are financed through the General Fund. This fund is predominantly derived from ad valorem taxes, building permits and fees, and interest from investments. The day-to-day operations of the water, wastewater, solid waste, electric, natural gas, hot water, and chilled water systems are financed through the Utility Enterprise Fund. This fund is predominantly derived from service charges to the users of these facilities and through connection fees.

Major capital improvements are funded in one of two ways.

- 1) Roads, drainage, street lighting, fire protection, and land acquisition are generally financed through the governmental Capital Projects Fund. The sources of revenue to this fund are usually general obligation (ad valorem tax) bond proceeds or transfers of revenues out of the General Fund.
- 2) Water, sewer, solid waste, electric, natural gas, hot water, and chilled water projects are financed through the Utility Enterprise Fund. Major projects are financed through revenue bonds, the proceeds of which are disbursed through a construction fund.

Preparation of Annual Budgets

Governmental Funds – It is the District's policy that an annual budget for the General Fund be established and approved by the Board of Supervisors. The budget itemizes revenues from taxes, permits, interest, and miscellaneous other sources. These revenues totaled \$126,863,585 during FY 2023, which was 3.0 percent above the budgeted amount of \$123,168,256. The budget also includes expenditures for the various District departments and includes labor costs, operating costs, capital outlays, and insurance. These expenditures totaled \$126,128,727 in FY 2023 – 4.2 percent below the budgeted amount of \$131,722,120. Excess revenues over expenditures equaled \$734,858; the excess of revenues over expenditures plus lease proceeds of \$701,815 increased the General Fund balance from \$42,709,121 to \$44,145,794.

Utility Fund – Annual budgets must be prepared prior to 30 days before the end of a fiscal year. The budget contains the estimated expenditures for operation and maintenance and the estimated revenues of the system during the upcoming fiscal year. During the fiscal year ending September 30, 2023, total revenues were \$206,977,784, which was 3.1 percent below the budgeted amount of \$213,680,198, and

operating expenses were \$151,147,587 – 8.6 percent lower than budgeted. Net revenues equaled \$16,392,495 after debt service expenses of \$26,949,376 and capital expenditures of \$13,435,676.

Private Sector Contributions

Land Development Regulations provide for the recovery of major capital costs from the parties generating the demand for the facility or service. The Land Development Regulations include the level of service standards for roads, potable water, wastewater, solid waste, drainage, and parks and recreation. As such, they establish basic parameters for capital improvements serving new development areas.

All construction in the District is subject to the permitting requirements of the CFTOD. These requirements provide for developer contributions for water and sewer connections, solid waste facilities, provisions for drainage, and road improvements. While the District requires connection fees for water and sewer, it does not presently charge impact fees for any public services. In some instances, facilities are built by the private sector and then dedicated to the District upon completion.

Use of User Fees to Recover Capital Costs

The District's policy is that the cost of providing utility services to its landowners be recovered through user fees paid by the beneficiaries of those services. Rates are set to cover not only the cost of providing service, but also the capital costs and debt service charges incurred as facilities are expanded or replaced. Utility rates are reviewed annually to ensure that they sufficiently cover expenses and debt service. These rates are comparable to rates charged by governmental entities outside the District. Under the terms of its revenue bonds, the District is required to maintain utility rates that ensure that net revenues (revenues minus operating expenses but excluding leases) are sufficient to pay at least 110 percent of annual debt service. Rates during the FYE 2023 produced sufficient revenue to meet this requirement.

Use of the Capital Improvement Programs to Direct Public Investment

The Capital Improvement Program is the principal tool for scheduling major infrastructure improvements in the District. Programs are prepared and updated annually to reflect changing development objectives, the condition of facilities and inventory, unit costs, and revenue forecasts. Although programming for all improvements is carefully coordinated, a number of different departments undertake the task.

Roads – The District master plans in consultation with its major landowners all roadway improvements to meet future development and maintain the adopted level of service standards as feasible. The timing of major road improvements is based on the construction schedule for various projects or changes in traffic patterns. Once the need for a new road or road improvement is identified, a design and construction timeline is prepared.

Additions to the public road network in the District are planned concurrently with development in the District and are coordinated with the Metropolitan Planning Organization and adjoining local governments, where appropriate. Plans are revised as necessary to reflect county, state, and federal road improvement programs and conditions and to reflect changing land use plans in surrounding local jurisdictions.

Potable Water, Reuse Water and Sanitary Sewer – The District maintains a master plan for potable water, reuse water, and sewer facilities that corresponds to the Future Land Use Map. The master plan is updated regularly in response to changing development objectives. The timing of potable water, reuse

water, and sewer projects reflects the anticipated rate and location of new development and is driven by the construction schedule of the major landowner. Potable water, reuse water, and sewer projects are planned and timed to ensure concurrency with development. Adequate potable water must be available no later than the date on which the District anticipates issuing a certificate of occupancy.

Solid Waste – Historic records on solid waste generation from the major land uses in the District are used as the basis for projecting future solid waste volumes. The District regularly updates its standards for solid wastes generated per room and per visitor. Applying these standards to the projections of development, future volumes of waste are recalculated and plans for new facilities are updated regularly. The projections are incorporated into a long-range facility plan that allows the District to design, locate, and construct new facilities as needed. This plan is augmented as necessary, reflecting changing state and federal requirements for solid waste disposal and resource recovery..

Stormwater Management – The Chief Engineer for Reclamation and Water Control for the CFTOD prepares an annual report on drainage facilities. The report includes recommendations to correct existing deficiencies and to serve anticipated development. Based on the results of the annual water control structure inspection report routine and non-routine maintenance work is planned, budgeted, and then completed the following year.

FISCAL IMPLICATIONS OF THE NEEDED CAPITAL PROJECTS

Introduction

Five Year Schedules of Capital Improvements for roads, potable water and reused water, sanitary sewer, and solid waste for FY 2025 through FY 2030 are presented in Tables 9-7 through 9-10 and located on Figures 9-1 through 9-4. No capital improvements are planned for drainage. A combined summary is presented in Table 9-6.. No District maintained public services or facilities subject to concurrency – potable water, sanitary sewer, solid waste, or stormwater management – are deficient; all are currently operating above their adopted level of service standards and have excess capacity. The list of improvements is based on the projected growth and development patterns consistent with the Future Land Use Element and the Future Land Use Map. Improvements have been prioritized and timed based on the criteria contained in the Infrastructure and Transportation Elements.

Table 9-6: Summary Five Year Schedule of Capital Improvements (in thousands)

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	TOTAL
Roads (CFTOD)	\$80,000	\$77,000	\$23,500	\$162,000	\$222,000	\$285,000	\$849,500
Potable & Reuse Water	1,000	3,000	500	1,000	500		6,000
Sanitary Sewer	17,000	17,000	7,000	16,500	8,000		65,500
Solid Waste	0	0	500	1,000	6,000		7,500
Drainage	0	0	0	0	0		0
TOTAL CFTOD	\$98,000	\$97,000	\$31,500	\$180,500	\$236,500	\$285,000	\$928,500
Roads (County, State, Federal)	\$857,897	\$1,795,914	\$14,167	\$5,353	\$7,878	\$121,253	\$2,792,462

Roads

Programmed capital improvement projects for roads are identified on Figure 9-1 and listed in Table 9-7. During the last five years, the District has expanded its ownership of a number of roads previously owned by the District's major landowner and has embarked upon an extensive roadway improvement project to meet ongoing growth, future expansion plans, and to address changing regional housing and travel patterns. All projects have been and are anticipated to be funded by CFTOD Bond Funds. Construction of these projects will ensure maintenance of the adopted levels of service standard as additional development occurs and as surrounding areas within Orange, Osceola, and Lake Counties expand residential development. All listed projects are consistent with the Future Land Use Map and with State and local projects.

CFTOD road projects during FY 2025 through FY 2030 are projected to cost approximately \$849,500,000. Cost estimates include design and engineering, road construction, and all road related infrastructure (including stormwater ponds, signals, signage, lighting, landscaping, and irrigation, etc.).

World Drive North (Phase 3) – During Phase 1, the District's ownership of World Drive was extended north of Epcot Center Drive and involved the construction of new ramps and flyovers to separate World Drive traffic from traffic bound for the Magic Kingdom Toll Plaza. It also provides direct access for traffic heading south to World Drive from the eastern side of the Magic Kingdom resort area. The project also eliminated a problematic intersection at World Drive and Vista Blvd, thus improving traffic flow and providing additional capacity. World Drive North Phase 2 provides direct access for northbound traffic heading to the western side of the Magic Kingdom resort area. This traffic previously had to enter the Magic Kingdom Toll Plaza. The Phase 2 project included a regional stormwater pond, structure, and conveyance system. World Drive North (Phase 3) is a four lane divided rural roadway extending Phase 2 to Floridian Place and is currently under construction and expected to be completed in FY 2026. This project primarily serves employees of the District residing in western Orange County

Western Way Widening and Buena Vista Drive and Western Way Intersection – The need to widen this roadway to six lanes was foreseen at the time of its design and construction. The sub-structure for the bridge on Western Way over Reedy Creek was designed and constructed to accommodate additional decking when the roadway is widened from four to six lanes. The widening is anticipated to be able to be accommodated within the existing right-of-way. A preliminary concept has been designed for a grade separated interchange at Western Way and Buena Vista Drive to resolve environmental and economic constraints at this location. Additional right-of-way will be acquired to support the interchange improvements. These improvements will address capacity issues on Western Way and Buena Vista Drive.

Buena Vista Drive Intersection 5 – Typhoon Lagoon Water Park, four Surface Lots, and the speed ramp from the Orange Parking Garage exit onto Buena Vista Drive at Intersection 5, which causes traffic to back up at each of the three exits when the water park and most of Disney Springs retail, dining, and entertainment venues close for the evening. One design solution under consideration would provide for a grade separated free flowing exit from Disney Springs to allow traffic to by-pass Intersection 5.

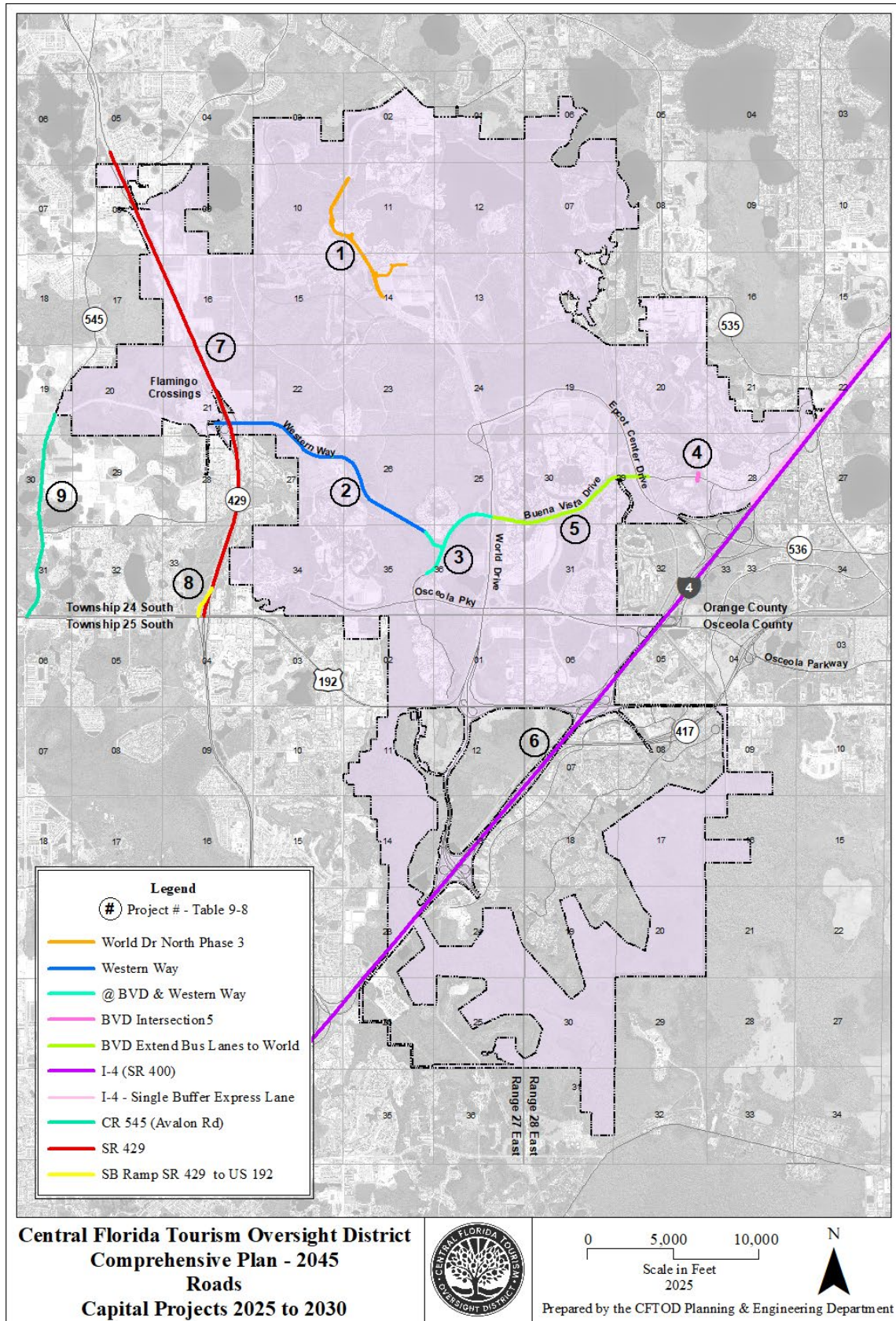
Extension of Dedicated Bus Lanes on Buena Vista Drive – When dedicated bus lanes were added during the Buena Vista Drive/Disney Springs corridor improvements from the Bus Loop at Entrance 2 to the intersection at Bonnet Creek Parkway, consideration was given to eventually extending them the length of Buena Vista Drive to the southwest. This proposed phased project would extend the bus lanes from Bonnet Creek Parkway to World Drive.

Table 9-7: Five Year Schedule of Capital Improvements for Roads (in thousands)

Figure 9-1 Project #	Project Description	Funding Source	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030 & Beyond	Total
1	World Drive North Phase 3-1 & 2 Construction of a 4 lane divided rural roadway extending WDN Phase 2 to Floridian Place. Project includes utility relocations; drainage, landscaping and irrigation, etc.	Bond Funds (On Hand & New)	\$75,000	\$59,000					\$134,000
2	Western Way Widening Widening from 4 lane urban and rural divided road to 6 lanes from BVD to East of SR 429	Bond Funds (On Hand & New)	2,500	7,000	7,000	70,000	70,000	70,000	226,500
3	Western Way and Buena Vista Drive Interchange Intersection improvements at Western Way and BVD (flyover).	Bond Funds (New)	2,500	9,000	9,000	80,000	80,000	80,000	260,500
4	Buena Vista Drive Intersection 5 (Disney Springs Corridor) Intersection improvements to reduce congestion during nighttime closing. (Total Projected Cost \$142,050,000 / FY2027-2032)	Bond Funds (New)		2,000	5,000	5,000	65,000	65,000	142,000
5	Buena Vista Drive Dedicated Bus Lanes Construct additional bus lanes from Bonnet Creek Parkway to World Drive. (Total Projected Cost \$226,000,000 / FY2030-2032)	Bond Funds (New)			2,500	7,000	7,000	70,000	86,500
Total CFTOD Roads			\$80,000	\$77,000	\$23,500	\$162,000	\$222,000	\$285,000	\$849,500
6	I-4 (SR400) From West of CR 532 To East of CR 522 (Osceola Parkway) Add Lanes and Reconstruct – PE ROW RRU DSB CI INC (Prior Cost \$46,463)	DIH ACNP MFF DDR CD23 TIFI	81,995	1,759,780				52,221	1,893,996
6	I-4 (SR400) From West of SR 536 To West of Daryl Carter Pkwy, Add Managed Lanes – RRU (Prior Cost \$23,377)	GFNP	6,710						6,710
6	I-4 (SR400) New Interchange at Daryl Carter Pkwy (Prior Cost \$82,564)	RRU CST	98						98

Figure 9-1 Project #	Project Description	Funding Source	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030 & Beyond	Total
6	I-4 (SR400) From West of SR 429 To East of World Drive, Add Lanes and Reconstruct – PE RRU INC ENV DSB	MFF DI DIH	160,850						160,850
6	I-4 (SR400) From East of US 27 To West of SR 429, Add Lanes and Reconstruct – PE RRU INC ENV DSB	GMR MFF DIH	239,092						239,092
6	I-4 (SR400) From East of SR 535 To West of SR 535 – Interchange Justification/Modification – PE DSB (Prior Cost \$98,056)	ACNP DIH	165						165
6	I-4 (SR400) From West of 536 To West of 528. Add Managed Lanes – DSB (Prior Cost \$14,845)	GFNP SA	11,124						11,124
6	I-4 (SR400) From Osceola Parkway To West of Central Florida Parkway, Add Lanes and Reconstruct – PE ENV ROW (Prior Cost \$407,645)	ACNP DIH BNIR DI NHPP	80,140	36,134	14,167	5,353	7,878	69,032	212,704
6	I-4 (SR400) From Osceola Co. Line To East of SR 536 – RRU DSB	MFF DIH	229,270						229,270
7	SR 429 (Western Beltway) Add Lanes and Reconstruct from north of US 192 to North of Western Way – PE (Prior Cost \$4,234)	PKYI	5,200						5,200
7	SR 429 (Western Beltway) From North of Western Way to Seidel Road, Add Lanes and Reconstruct – PE (Prior Cost \$3,668)	PKYI	4,500						4,500
8	SR 429 (Western Beltway) Interchange Improvement SR 429 US 192 Interchange SB Off Ramp – CST (Prior Cost \$1,480)	PKYI	27,272						27,272
9	CR 545 (Avalon Rd) Widen to 4 lanes from US 192 to Harzog Rd – ROW CST (Prior Cost \$459)	CIP	1,481						1,481
Total State/Federal/County/Private Funded Roads			\$847,897	\$1,795,914	\$14,167	\$5,353	\$7,878	\$121,253	\$2,792,462

Figure 9-1: CFTOD Roadway Capital Projects Location Map



Potable and Reuse Water

Required capital improvement projects for potable water are located on Figure 9-2 and listed in Table 9-8. Construction of these projects will ensure maintenance of the District's adopted level of service standards. All listed projects are consistent with the Future Land Use Map and are intended to accommodate future development and attendance growth. Reuse water projects are included as identified in the Ten-Year Water Supply Facilities Work Plan; these projects are critical to ensuring that an adequate supply of potable water is available to meet the demands of future growth and development. The projects are also consistent with the improvement programs of the South Florida Water Management District.

Projects during FY 2025 through FY 2029 are projected to cost approximately \$6,000,000. Economic conditions affecting demand could change the timing of these capital expenditures.

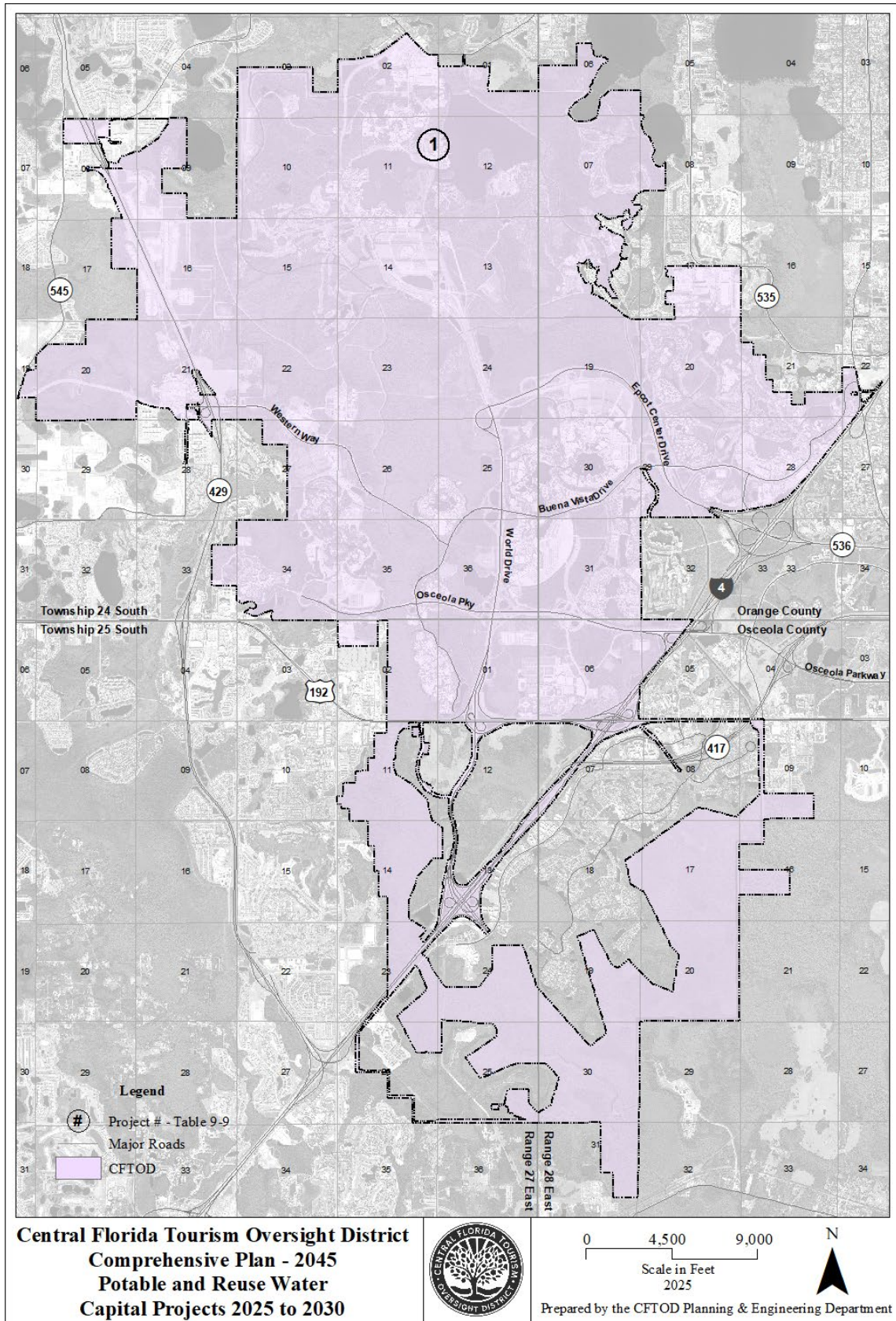
During FY 2024, the District's average daily demand for potable water was 16.660 million gallons per day. Demand is projected to increase to 22.709 million gallons per day (MGD) to accommodate growth through FY 2045 as presented in the Infrastructure Element. The District's current water use permit allocation is 22.2 MGD, thus the District is projecting a shortfall of 0.509 MGD. As presented in the District's Work Plan, the shortfall is to be made-up by potable water irrigation conversions to reuse; the conversions are projected to reduce potable water use by 0.887 MGD.

The District's Concurrency Management System for Potable Water shows committed allocations for projects recently completed and opened and currently under construction of 3.484 MGD, which brings the total committed demand for potable water to 19.714 MGD versus a current capacity of 22.2 MGD or a remaining capacity of 2.486 MGD.

Table 9-8: Five Year Schedule of Capital Improvements for Potable and Reuse Water (in thousands)

Figure 9-2 Project #	Project Description	Funding Source	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
1	Contemporary Reclaimed Water Conversions	Bond Funds Non Taxable	0	0	0	500	0		500
Not Shown	Potable Water Well Rehabilitation Program	Bond Funds Non Taxable	500	500	500	500	500		2,500
Not Shown	Well #2 Replacement (Design & Construction	Bond Funds Non Taxable	500	2,500					3,000
Total Potable and Reuse Water			\$1,000	\$3,000	\$500	\$1,000	\$500		\$6,000

Figure 9-2: CFTOD Potable and Reuse Water Capital Projects Location Map



Sanitary Sewer (Wastewater)

Required capital improvement projects for sanitary sewer (wastewater) are located on Figure 9-3 and listed in Table 9-9. Construction of these projects will ensure maintenance of the District's adopted level of service standards as additional development and attendance growth occurs. All listed projects are consistent with the Future Land Use Map and with the improvement programs of Orange and Osceola counties and the standards of the U.S. Environmental Protection Agency and the Florida Department of Environmental Regulation.

Projects during FY 2025 through FY 2029 are projected to cost approximately \$65,500,000. As shown in Table 9-9; this figure includes projects to maintain capacity and the reliability of the wastewater system.

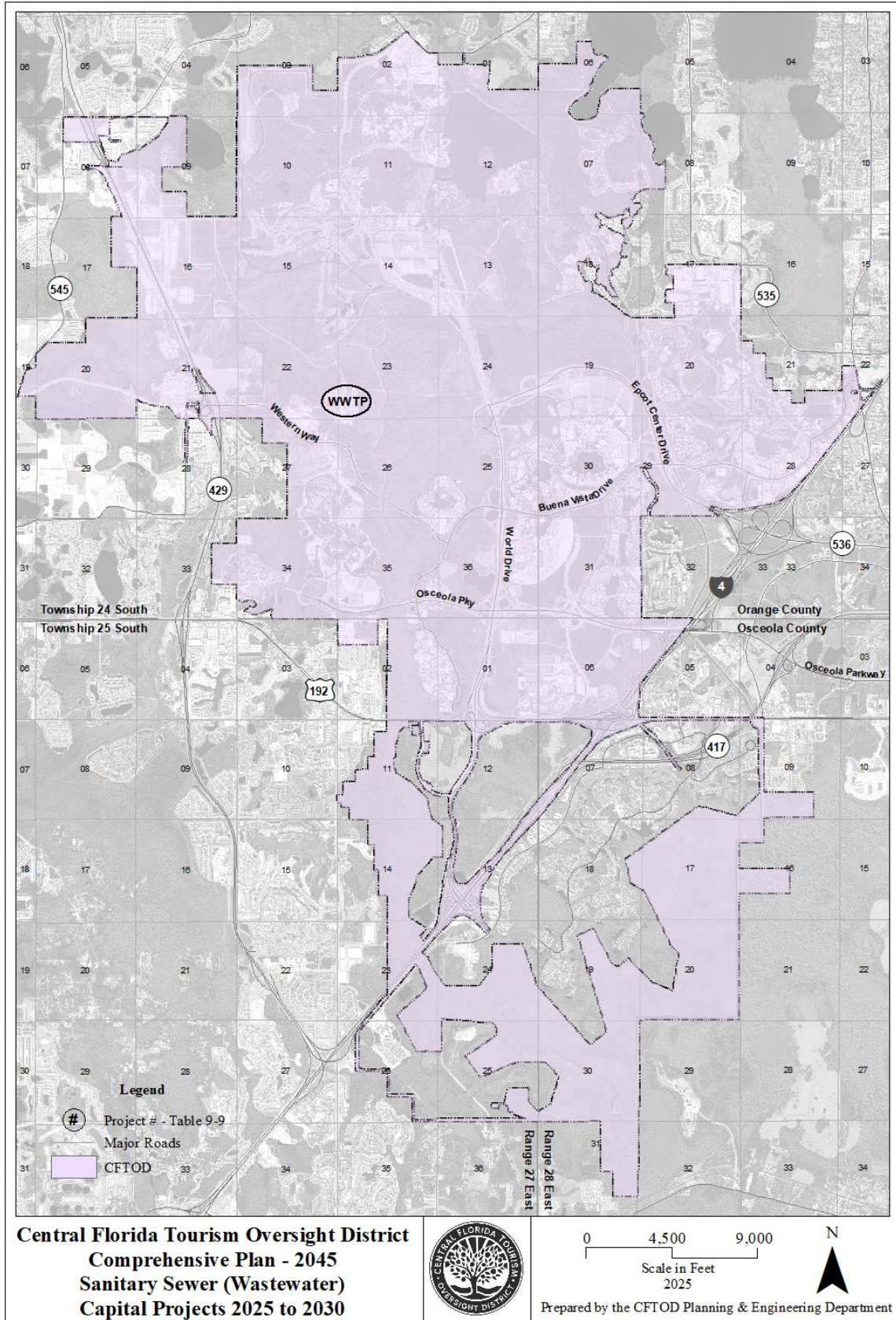
As with potable water, the 2024 average daily wastewater flow of 13.060 million gallons per day is being used as the basis to project future demand. Demand is projected to increase to 21.054 million gallons per day (MGD) to accommodate growth through FY 2045. This growth will result in the need for greater capacity than the current wastewater treatment plant is permitted to handle and has been included in Five Year Schedule of Capital improvements for Sanitary Sewer as shown in Table 9-9.

The District's Concurrency Management System for Sanitary Sewer shows committed allocations for projects recently completed and opened and currently under construction of 0.320, which brings the total demand for wastewater treatment to 14.364 MGD versus a current capacity of 20.0 MGD or a remaining capacity of 5.636 MGD.

Table 9-9: Five Year Schedule of Capital Improvements for Sanitary Sewer (in thousands)

Figure 9-3 Project #	Project Description	Funding Source	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Not Shown	Lift Station #60 (DAK Master) – Rehabilitation & Upgrade (Design & Construction)	Bond Funds Non Taxable		500	2,500	5,000			8,000
Not Shown	Lift Station #7 (MK Master) – Rehabilitation & Upgrade (Construction)	Bond Funds Non Taxable	5,000	3,000					8,000
WWTP	WRRF – Dewatering Facility Replacement (Construction)	Bond Funds Non Taxable	10,500	10,500	500				21,500
WWTP	WRRF – Headwaters Replacement	Bond Funds Non Taxable				1,000	5,500		6,500
Total Sanitary Sewer			\$15,000	\$14,000	\$3,000	\$6,000	\$5,500	\$0	\$44,000

Figure 9-3: CFTOD Sanitary Sewer Capital Projects Location Map



Solid Waste

The District's DEP permit provides for operation of the transfer station 24 hours per day, 7 day per week at a capacity of 275 tons per day. The District currently operates about 21 hours per day, 7 days per week. Drivers collect, dump, and operate the loading-push pit operation that packs the waste into transfer trailers. A third party contractor then hauls trailers to the Waste Management landfill near Lake Okeechobee, Florida, which has a projected remaining life of at least 75 years.

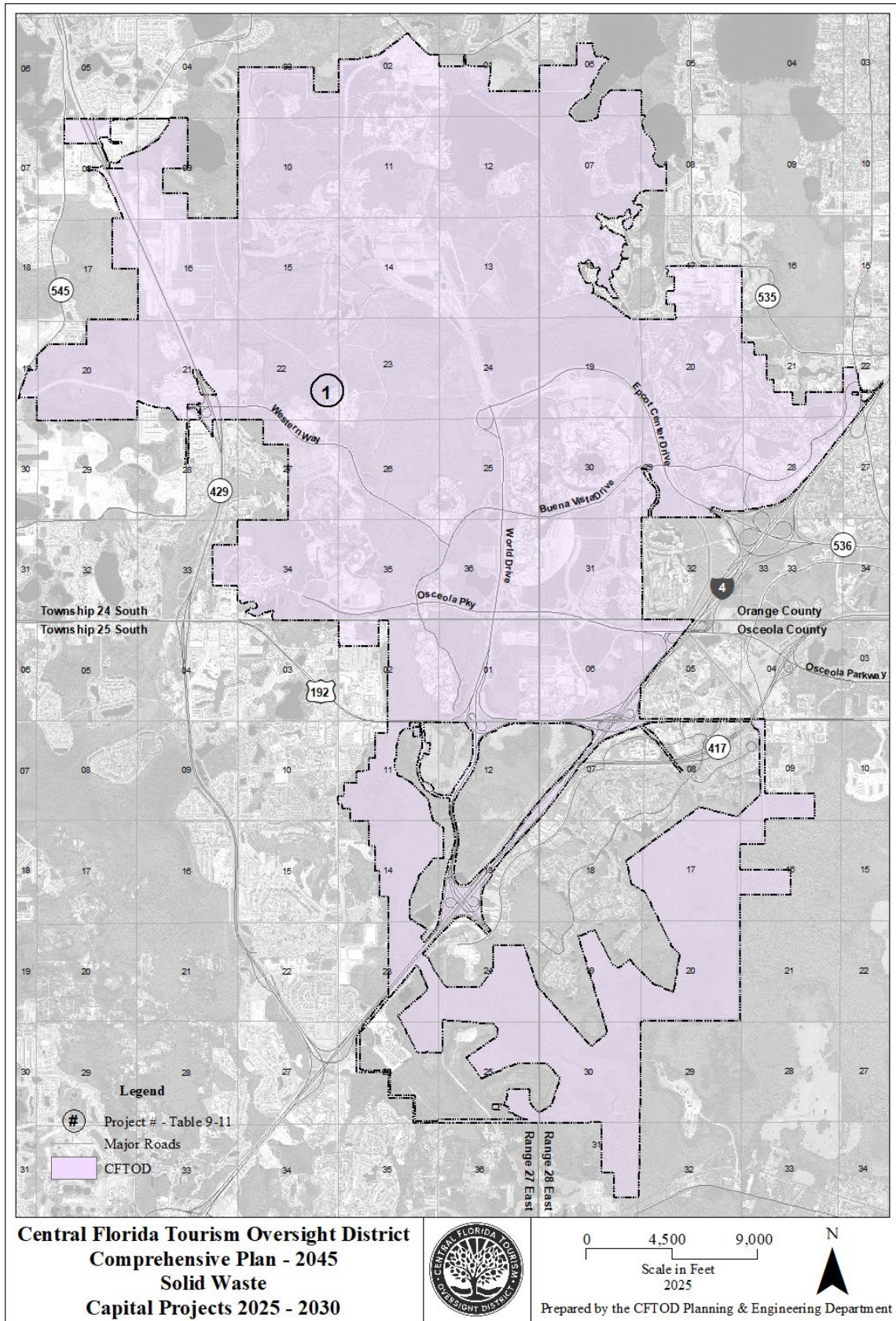
During FY 2024, the District handled an average of 277 tons of solid waste per day. Demand is projected to increase to 276 tons per day to accommodate development and attendance growth through FY 2045. This growth will result in the need for greater capacity than the current transfer station is permitted to handle and has been included in Five Year Schedule of Capital improvements for Solid Waste as shown in Table 9-10.

The District's Concurrency Management System for Solid Waste shows committed allocations for projects recently completed and opened and currently under construction of 36 tons per day, which brings the total demand for solid waste processing to 213 tons per day versus a current capacity of 275 tons per day or a remaining capacity of 62 tons per day.

Table 9-10: Five Year Schedule of Capital Improvements for Solid Waste (in thousands)

Figure 9-3 Project #	Project Description	Funding Source	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
1	SWTS – Transfer Station Expansion (Design and Construction)	Bond Funds Non Taxable				1,000	6,000		7,000
Total Solid Waste			\$0	\$0	\$0	\$1,000	\$6,000	\$0	\$7,000

Figure 9-4: CFTOD Solid Waste Capital Projects Location Map



Drainage

To preserve the operational characteristics of the District's water control system, inspections and routine maintenance are performed throughout the year on the water control structures, the canal channels, and the stormwater ponds. The water control structures (Amil gates and weirs) undergo a full inspection annually at which time both above ground and underwater structure conditions are assessed. The resulting inspection report allows the Planning & Engineering Department to evaluate maintenance needs and then program, budget, and schedule major rehabilitation and non-routine work to ensure the on-going operation of the District's water control system and maintenance of the adopted level of service standard for drainage.

Impacts of Projects Planned by Other Public Agencies

I-4 Beyond the Ultimate will affect travel to and from the District once construction begins within the boundaries of the District. There are no other federal, state, or regional agencies with pending projects that could impact the District other than regional water projects that the District has included in its 10-Year Water Supply Facilities Work Plan. The CFTOD maintains communication with the South Florida Water Management District, Department of Natural Resources, and Department of Environmental Protection, and is kept apprised of any planned projects that could impact the CFTOD facilities or future land use plan.

ADEQUACY OF FUNDING SOURCES

Introduction

The assessment of future revenues is based on the following assumptions:

- only historically available revenue sources are relied upon;
- the primary revenue source for the governmental funds is ad valorem taxes;
- the primary revenue source for the proprietary funds is utility sales; and
- Ad Valorem Tax Bonds and Utilities Revenue Bonds provide funding for certain capital projects.

Governmental Funds

Ad Valorem Taxes – Table 9-2 shows the historical assessed valuations, millage rates, and tax bills for FY 2010 through FY 2024. From FY 2010 to FY 2024 the assessed valuation increased from \$7,197,469 thousand to \$15,252,970 thousand, an increase of 112 percent for the 15-year period. Changes in assessed valuation have been driven by redevelopment and expansion of existing resorts and theme parks. During this time period, Disney's Animal Kingdom, Disney's Hollywood Studios, Magic Kingdom and EPCOT theme parks redeveloped existing areas within the parks to create Pandora – The World of Avatar, Toy Story Land, Star Wars: Galaxy's Edge, an expanded Fantasyland, and EPCOT's first roller coaster along with the Moana inspired Journey of Water along with other new individual attractions. New vacation club offerings were added to existing resorts and new hotels were constructed. The millage rate averaged 12.0721 per \$1,000 of assessed valuation for FY 2010 through FY 2024 with a low of 10.3427 mills for FY 2010 to a high of 13.9000 mills for FY 2023. Based on the before mentioned assessed valuations and millage rates, ad valorem taxes increased from \$74,441 thousand in FY 2010 to \$197,526 thousand in FY 2024 – an increase of 108.5 percent. The increase in revenues in FY2023 was primarily due to the 13.58 percent increase in the assessed valuation of the real estate assets in the District.

Table 9-11: Comparison of Summary Statements of Revenues, Expenditures, and Changes in Fund Balances of the General and Debt Service Funds

Revenues/Expenditures	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Ad Valorem Taxes (Net)	\$135,584,888	\$148,461,355	\$139,410,395	161,996,588	\$179,283,918
Intergovernmental	4,639,448	819,122	0	446,263	0
Building Permits and Fees	5,671,586	3,812,501	2,879,924	3,107,627	3,476,522
Emergency Services	266,792	417,299	9,651	85,025	81,730
Interest Income	2,126,220	922,485	0	(1,645,846)	4,081,352
Drainage Fees	49,092	290,024	927,339	441,953	64,553
Other	390,685	687,857	735,662	726,064	625,253
TOTAL REVENUES	148,728,711	155,410,643	143,962,971	165,157,674	187,613,328
Departments	60,984,999	62,429,927	58,261,531	62,581,820	76,607,222
Water Control/Roadways/Parking	19,101,662	21,341,728	33,720,631	36,823,464	42,118,079
Capital Outlays	4,036,180	3,699,151	1,730,447	2,074,319	7,185,755
Debt Service	61,805,590	61,414,092	58,619,504	58,522,024	59,058,345
TOTAL EXPENDITURES	145,928,431	148,884,898	152,332,113	160,001,447	184,969,401
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES)	2,800,280	6,525,745	(8,369,142)	5,156,227	2,643,927
Bond Proceeds		338,025,000	0		
Payments to Escrow Agents		(336,286,712)	0		
Lease Proceeds					701,815
Operating Transfers In (Out)	(4,250,775)	(4,403,432)	68,006	0	
Insurance Recoveries				565,055	
TOTAL OTHER SOURCES (USES)	(4,250,775)	(2,665,144)	68,006	565,055	701,815
EXCESS OF REVENUES/OTHER SOURCES OVER (UNDER) EXPENDITURES/USES	(1,450,495)	3,860,601	(8,301,136)	5,721,282	3,345,742
BEGINNING FUND BALANCE	43,899,818	42,449,323	46,309,924	38,008,788	43,730,070
ENDING FUND BALANCE	\$42,449,323	\$46,309,924	\$38,008,788	43,730,070	47,075,812

Table 9-12: Comparison of Statements of Revenues, Expenditures, and Changes in Fund Balances of the Capital Projects Fund

Revenues/Expenditures	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
BEGINNING FUND BALANCE	\$193,756,826	\$126,678,433	\$164,516,393	133,319,660	104,276,539
Interest and Investment Income	4,186,226	1,380,065	300,566	(2,053,837)	3,871,641
Transportation			(30,001)		
Capital Outlays	(71,264,619)	(31,606,291)	(31,467,298)	(26,989,284)	(27,101,310)
Debt Service: Interest and Other Changes					
Bond Proceeds					
Insurance Recoveries		785,605			
Osceola Parkway Settlement		67,278,581			
EXCESS OF REVENUES/OTHER SOURCES OVER (UNDER) EXPENDITURES/USES	(67,078,393)	37,837,960	(31,196,733)	(29,043,121)	(23,229,669)
ENDING FUND BALANCE	\$126,678,433	\$164,516,393	\$133,319,660	104,276,539	81,046,870

Tax revenues are not expected to decline unless lower millage rates are implemented if the District's capital improvements taper off. Capital projects are primarily funded by bond proceeds and ad valorem tax revenues which are also the source of repayment and security for the bonds. As shown in Tables 9-11 and 9-12, the District has historically generated sufficient revenues and funding to support its capital improvement projects.

Proprietary Funds

Utility Sales – District utility rates and charges produce sufficient revenues to pay all normal operation and maintenance expenses of the system, annual debt service, required deposits into the Renewal and Replacement and the Emergency Repair Funds, lease obligations, additional capital improvements, and to provide for a balance available for other purposes. Revenues from water (potable and reuse), sanitary sewer, and solid waste sales accounted for about 22.3 percent of total utility sales during FY 2023.

Table 9-13: Comparison of Utilities Division Operating Fund

Revenues/Expenditures	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Walt Disney World Sales	\$137,035,588	\$110,798,243	\$124,943,103	\$139,103,848	\$157,523,634
Other Outside Sales	33,713,805	25,588,793	29,761,915	30,185,994	31,353,314
Inter-Departmental Sales	15,451,343	12,930,175	14,644,446	16,133,804	17,937,877
Prior Year Fuel Adjustment	0	0	0	0	0
Other - Recycling	459,027	146,645	202,411	865,310	152,959
Connect Fees	9,500	23,500	9,500	0	10,000
TOTAL OPERATING REVENUES	186,669,263	149,487,356	169,561,375	186,288,956	206,977,784
Purchased Fuel and Power	59,091,806	53,540,976	52,402,524	71,073,176	69,743,245
Utility Expense	15,450,849	12,930,174	14,644,446	16,133,804	17,937,877
Labor Support	31,210,868	28,794,679	27,341,764	29,522,950	32,094,453
Operating Materials	17,403,223	14,190,915	14,968,609	18,718,606	21,350,516
Outside Services – Landfill	5,426,606	2,850,797	3,018,891	2,822,439	3,861,602
Planned Work	2,164,541	2,201,535	1,405,287	2,812,015	2,958,344
Gross Receipts Tax	2,770,337	2,321,943	2,424,237	2,730,802	3,201,550
TOTAL OPERATING EXPENSES	133,815,230	116,831,019	116,205,758	143,813,792	151,147,587
OPERATING INCOME	52,854,033	32,656,337	53,355,617	42,475,164	55,830,197
Debt Service	37,661,872	30,638,157	31,535,126	27,548,118	26,949,376
Insurance	923,822	800,008	1,064,991	1,550,708	1,351,225
TOTAL OTHER EXPENSES	38,585,694	31,656,337	32,600,117	29,098,826	28,300,601
Capital Expenditures	12,873,500	10,389,632	13,526,533	10,654,712	13,435,676
R & R Fund Requirements	95,719	215,047	(1,120,999)	616,653	(790,020)
Inventory	3,605,814	691,327	(2,031,950)	(219,511)	(353,573)
TOTAL CAPITAL REQUIREMENTS	16,575,033	11,296,006	10,373,584	11,051,854	12,292,083
Investment Income	1,204,282	801,405	251,484	130,470	621,618
Capital Contributions	1,088,742	455,204	1,429,972	704,023	487,203
Other	95,719	3,315,405	199,804	197,503	46,161
TOTAL OTHER REVENUES	2,698,552	4,572,014	1,881,260	1,031,996	1,154,982
NET INCOME (LOSS)	391,858	(5,505,820)	12,263,176	3,356,480	16,392,495
SURPLUS FUND – BEGINNING OF YEAR	\$23,892,578	\$24,284,436	\$18,778,616	\$31,041,792	\$34,398,272
SURPLUS FUND – END OF YEAR	\$24,284,436	\$18,778,616	\$31,041,792	\$34,398,272\$	\$50,790,767

Table 9-14: Comparison of Utilities Division Status of Construction Fund

	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
DEPOSIT TO CONSTRUCTION FUND	\$86,176,454	\$87,912,723	\$183,125,797	\$183,568,560	\$183,577,862
Interest and Other Income	1,709,469	2,004,807	2,061,627	(188,137)	3,000,326
Available for Disbursement	87,885,923	89,917,530	185,187,424	183,380,423	186,578,188
Disbursements: Electric, Natural Gas, Chilled Water System	37,329,054	56,404,461	68,896,612	72,625,607	82,372,196
Disbursements: Water, Wastewater, Solid Waste	7,081,997	11,257,451	17,164,331	18,779,486	19,533,400
Disbursements: Other Utility System Projects	3,203,362	3,322,780	3,384,846	4,928,479	6,767,587
TOTAL EXPENDITURES	47,614,413	70,984,692	89,445,789	96,333,572	108,973,183
FUNDS ON HAND	\$40,271,510	\$18,932,838	\$95,741,635	\$87,046,851	\$77,905,005

The volume and revenues for potable and reuse water, sanitary sewer, and solid waste are influenced by two opposing goals – the need for conservation of resources (and the reduced need for facility expansion) and the need to generate revenues to maintain and expand facilities and cover debt obligations. As shown in Tables 9-13 and 9-14 the utility division has historically generated sufficient revenues and funding to maintain sufficient surplus operating and construction funds to provide for operations, maintenance, and expansion of facilities.

CAPACITY TO PAY FOR CAPITAL IMPROVEMENTS

Tables 9-11 and 9-13 indicate the balance between revenues and operating expenditures and debt service requirements for fiscal years 2019 through 2023 for General and Debt Service Funds and the Utility Operating Fund, respectively. Tables 9-12 and 9-14 indicate the balance between proceeds, returns, and expenditures and debt service requirements for fiscal years 2019 through 2023 for Capital Projects Fund and the Utility Construction Fund, respectively. The net revenues or balances in each year represent the amount available for capital projects and new debt servicing.

Roads and Drainage

The General Fund will continue to be used to finance road and drainage maintenance and to fund minor non-concurrency capital improvements, and the Capital Fund will be used for major capital improvement projects. Sufficient bond proceeds are on hand to fund the World Drive Phase 3 project. As previously noted, outside drainage fees or operating revenues will fund capital improvements to maintain the adopted level of service standard for stormwater management facilities.

Potable and Reuse Water, Sanitary Sewer (Wastewater), and Solid Waste

Revenue bond proceeds are on hand to fund the potable and reuse water, sanitary sewer, and solid waste projects detailed in Table 9-8, 9-9, and 9-10: Five Year Schedule of Capital Improvements for Potable and Reuse Water, Sanitary Sewer, and Solid Waste, respectively.

IMPLEMENTATION

SCHEDULE OF IMPROVEMENTS

The annual Five-Year Schedule of Capital Improvements indicates the schedule of capital improvements for the CFTOD. The tables indicate the cost, funding source, proposed timing, and function of each project. Implementation of these projects will accommodate growth and maintain established level of service standards. All projects are consistent with the Future Land Use Map and with the goals, objectives, and policies of this plan.

CAPITAL IMPROVEMENT UPDATES

The Capital Improvement Program (CIP) and the Five-Year Schedule of Capital Improvements are to be updated annually in response to new assessments of costs and revenues, changes in development plans, and emerging capital facility needs. While the CIP addresses all public services and facilities, the Five-Year Schedule of Capital Improvements addresses only services subject to the concurrency provisions.

The following steps will be followed in the annual update:

- Step 1: Capacity and demand projections will be revised for each service.
- Step 2: Projections of assessed valuation will be revised based on planned new development.
- Step 3: Data on utility cost and revenues will be updated for all public services.
- Step 4: The list of projects (and their respective priorities) will be updated for all public services.
- Step 5: Utility rate increases will be assessed and implemented as needed.
- Step 6: The revised list of capital projects will be reviewed to ensure consistency with all appropriate other plan elements.
- Step 7: New projects that replace worn out or obsolete facilities will be added to the program as needed.
- Step 8: Funds required pursuant to interlocal agreements will be added as needed.
- Step 9: The effectiveness of the prior year's capital improvements in maintaining the adopted levels of service will be reviewed.
- Step 10: The effect of the plans and programs of the state and federal governments and adjoining local governments will be reviewed.
- Step 11: The funds available for debt service will be reviewed.

Step 12: Policies regarding front-end capital outlays versus debt financing of capital costs will be reviewed.

As in the past, projects that are required to replace deficient facilities will receive first priority for funding, facilities that accommodate growth will be assigned second priority, and facilities that create excess capacity will be assigned the lowest priority.

CONCURRENCY MANAGEMENT SYSTEM

General

The policies of this plan provide, in accordance with state law that certain public facilities and services needed to support development are available at the time the impacts of development occur or a certificate of occupancy is issued. These public facilities and services include potable water, sanitary sewer, solid waste, and drainage. (The District has eliminated transportation concurrency.)

In order to implement these policies, the CFTOD shall conduct a concurrency review of all new development projects, except those that are specifically exempted below. If the application is deemed concurrent, a Certificate of Concurrency will be issued by the CFTOD Department of Planning and Development. If the application is deemed to be not concurrent, the applicant will be notified that a Certificate of Concurrency cannot be issued; the applicant will be provided an opportunity to modify the project, mitigate the impacts of the development upon the public services and facilities, or provide the needed capital improvements as set forth in a development agreement. A building permit will not be issued for a development project requiring a concurrency review until a Certificate of Concurrency is issued.

The Concurrency Management System and Land Development Regulations will, in conjunction with the Capital Improvement Element, ensure that development approvals and permits are issued in a manner that will assure that the necessary public facilities will be available to accommodate the impact of development. The CFTOD has adopted a monitoring system that enables it to determine whether it is adhering to the adopted level of service (LOS) standards and its schedule of capital improvements.

Vested Rights

There are no remaining development projects that vested prior to the adopted date of the 1991 Comprehensive Plan that would not be subject to concurrency.

Exempt Projects

The following development projects are exempt from the Concurrency Management System:

- interior or exterior maintenance, rehabilitation, or replacement of existing facilities or structures, provided the use does not change and the size does not increase;
- relocation of temporary uses;
- wells and septic tanks;
- resurfacing of existing driveways, roads, and parking lots;
- demolitions;
- signs;

- temporary construction trailers;
- fences and walls;
- nature trails constructed entirely in uplands; and
- replacement structures for those that were destroyed, provided the use does not change and the size does not increase.

Standards for Concurrency

General – The CFTOD Department of Planning and Engineering, with assistance from other departments, will conduct the concurrency review. A Certificate of Concurrency will be issued only if the proposed development does not lower the LOS for potable water, sanitary sewer, solid waste, and drainage below the adopted LOS standards.

The concurrency determination will be made by comparing the available capacity of a facility or service with the demand created by the proposed project. Available capacity will be determined by adding together the total excess capacity of existing facilities and the total capacity of any new facilities that meet the previously defined concurrency standards and subtracting any capacity committed through previously approved development orders or previously issued Certificates of Concurrency.

Potable Water, Sanitary Sewer, Solid Waste, and Drainage – A project will be deemed concurrent if the proposed development does not lower the adopted LOS standards and one of the following provisions are met:

- the facilities and services necessary to achieve concurrency are in place at the time a development permit is issued;
- the facilities necessary to achieve concurrency are under construction at the time a development permit is issued;
- 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 (issuance of a certificate of occupancy for potable water); or
- the 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 (issuance of a certificate of occupancy for potable water).

Roads – The District master plans in consultation with its major landowner all roadway improvement to meet future development and maintain the adopted level of service standards as financially feasible.

Procedures – The applicant is responsible for providing sufficient information to enable the CFTOD Department of Planning and Engineering to make the concurrency determination. The applicant may request a concurrency determination at any time prior to the issuance of the final development approval. The applicant may request a concurrency determination for all phases or only the initial phase or phases of a multi-phased project; however, a Certificate of Concurrency for the initial phase or phases of a project shall not establish a vested right to continue subsequent phases for which a concurrency determination has not been made.

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. 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 Planning and Engineering Department 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.

MONITORING AND EVALUATION PROGRAM

The District has implemented a monitoring and evaluation program to ensure that the adopted level of service standards are being maintained and to prescribe corrective measures in the event that they are not. The program consists of the following components.

Roads

Peak-season traffic counts are generally taken biennially on District roadways and the level of service on major road segments are determined. The analysis is used to adjust the District circulation plan, capital improvement priorities, and conditions for development approval.

Potable Water

The amount of groundwater pumped is monitored daily and evaluated at least once each peak season. Pumped volumes are compared with pumping and storage capacity to determine whether additional wells, larger pumps, or additional storage tanks are needed. Groundwater levels and quality are monitored to ensure that the supply is safe and sufficient. Water pressure is evaluated at various locations to determine whether the distribution system is sufficiently sized. Consumption patterns for various users are reviewed annually to ensure that the adopted level of service standards for the eight listed land uses [residential, hotel, other resort, support/office, retail/general commercial, restaurant, theme park (general), and theme park (water)] are accurate. Service charges are reviewed annually to ensure that they will sufficiently cover projected operating and debt service costs.

Sanitary Sewer

The amount of wastewater treated is monitored daily and evaluated at least once each peak season. Treated volumes are compared with the capacity of the treatment plant and disposal system to determine the need for additional facilities. Effluent quality also is monitored in accordance with state and federal environmental regulations. Wastewater volumes from various users are reviewed annually to ensure that the adopted level of service standards for the eight listed land uses are accurate. Service charges are reviewed annually to ensure that they will sufficiently cover projected operating and debt service costs.

Solid Waste

The amount of solid waste handled at the transfer station is periodically monitored and evaluated at least once each peak season. The amount handled is compared with the capacity of the transfer station to determine the need for expanded transfer facilities. Solid waste volumes from various users are reviewed annually to ensure that the adopted level of service standards for the eight listed land uses are accurate. Service charges are reviewed annually to ensure that they will sufficiently cover projected operating and debt service costs.

Drainage

The CFTOD Water Control System has 56 linear miles of canal with 25 water control structures consisting of both Amil gates and Weirs. These structures were designed with minimum maintenance and operation features in mind. Many of the structures are Amil gates that control the water levels at predetermined stages and open automatically in response to rising water levels exceeding the control elevation. The gates then close when the water levels drop. The Amil gates have no manual, electrical, or mechanical controls. These gated structures play an important role in controlling water levels and discharge rates at locations within the District's flood control system as well as at the locations where waters enter the District from tributary basins.

Drainage service levels are monitored through annual inspections of the water control structures and periodic modeling of the conditions that would result under storms of varying intensity given the level of existing and planned development in the District. The results are used to adjust, at least annually, capital improvement priorities and conditions for development approval.

ANNUAL EVALUATION OF REVENUE SOURCES

The District evaluates its revenue sources at least annually to determine whether current services for generating revenue are sufficient. This involves a review of the millage rate and the service charges for various utilities.

It is anticipated that the District will continue to rely on its current sources of revenue for capital improvements. Ad valorem taxes, building permit fees, and investment interest will be the primary revenue sources for the General Fund, while utility sales and connection fees will be the primary revenue source for the Utility Enterprise Fund. Use of impact fees or other charges is not anticipated. The District will continue to operate without state or federal funds.

Debt service policies will be evaluated annually. The split between debt financing and front-end capital outlays will be determined by the following factors:

- the availability of net revenues;
- legal constraints;
- the revenue-generating potential of proposed utility projects;
- the urgency of the project and consequences of delay;
- the burden likely to be created by higher millage or utility rates; and
- interest rates and the availability of tax-exempt financing.

Central Florida Tourism Oversight District
City of Bay Lake
City of Lake Buena Vista
COMPREHENSIVE PLAN
2045

PROPERTY RIGHTS
ELEMENT

Part A:
Policies

INTRODUCTION

In accordance with the legislative intent expressed in Florida Statutes §§163.3161(10) and 187.101(3) that governmental entities respect judicially acknowledged and constitutionally protected private property rights; each local government shall include in its comprehensive plan a property rights element to ensure that private property rights are considered in local decision making. This element fulfills that requirement. It is divided into two major sections. The “Policies” component, Part A, contains goals, objectives, and policies. The “Supporting Data and Analysis”, Part B, provides background on the element.

GOALS, OBJECTIVES, AND POLICIES

GOAL

The Central Florida Tourism Oversight District will respect judicially acknowledged and constitutionally protected private property rights.

Objective 1

In accordance with Florida Statutes §163.3177(6)(i), the Central Florida Tourism Oversight District shall consider the following rights in local decision making:

Policy 1.1: The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

Policy 1.2: The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

Policy 1.3: The right of the property owner to privacy and to exclude others from the property to protect the owner’s possessions and property.

Policy 1.4: The right of a property owner to dispose of his or her property through sale or gift.

Central Florida Tourism Oversight District
City of Bay Lake
City of Lake Buena Vista
COMPREHENSIVE PLAN
2045

PROPERTY RIGHTS
ELEMENT

Part B:
Supporting Data and Analysis

PURPOSE

This Element meets the legislative requirements in House Bill 59 relating to growth management effective July 1, 2021, which amended s. 163.3177, F.S, to require local governments to include a property rights element in their comprehensive plans. The Bill provided a statement of rights that local governments could use or adopt their own as long as the local governments statement of rights did not conflict with the statutorily provided statement of rights. The CFTOD's Property Rights Element includes no changes to the statement of rights language in the Bill or in s.163.3177(6)(i)1.

There are no inconsistencies identified with any Goals, Objectives, and Policies of the Comprehensive Plan and no anticipated changes to the CFTOD Land Development Regulations (LDR) are required.

Central Florida Tourism Oversight District
City of Bay Lake
City of Lake Buena Vista
COMPREHENSIVE PLAN
2045

GLOSSARY

GLOSSARY

cfs	cubic feet per second
CIE	Capital Improvements Element
CIP	Capital Improvements Program
CR	County Route
CFTOD	Central Florida Tourism Oversight District
DRI	Development of Regional Impact
EAR	Evaluation and Appraisal Report
EPA	U.S. Environmental Protection Agency
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FY	Fiscal Year
gpd	gallons per day
LOS	Level of Service
mgd	million gallons per day
MSA	Metropolitan Statistical Area
OUATS	Orlando Urban Area Transportation Study
RCES	Reedy Creek Energy Services, Inc.
RM/R	Resource Management/Recreation
SFWMD	South Florida Water Management District
SR	State Route
TAZ	Traffic Analysis Zone
USGS	U.S. Geological Survey
WWTP	Wastewater Treatment Plant

The definitions of the following terms are general in nature. More specific definitions are sometimes found in applicable state legislation and regulations. In particular, see Section 163.3164, Florida Statutes.

AASHO Classification

Used to classify soils according to those properties that affect use in highway construction and maintenance. A soil is placed in one of seven basic groups ranging from A-1 through A-7. Group A-1 are gravelly soils of high bearing strength, the best soils for subgrade (foundation). At the other extreme, Group A-7, are clayey soils that have low strength when wet, and they are the poorest soils for subgrade.

Ad Valorem Tax

Property tax.

Affordable Housing

Housing capable of being purchased or rented by a household with very low, low, or moderate income, based on a household's ability to make monthly payments necessary to obtain housing. Housing is considered affordable when a household pays less than 30 percent of its gross monthly income for housing, including utilities.

Agriculture

The cultivation of crops and livestock. Agriculture areas include croplands, pasturelands, orchards, vineyards, nurseries, ornamental horticulture areas, groves, confined feeding operations, specialty farms, and silviculture areas.

Air Pollution

Concentrations of substances found in the atmosphere that exceed naturally occurring quantities and are undesirable or in some way harmful.

Air Quality Index (National Ambient Air Quality Standards)

The prescribed level of pollutants in the outside air that cannot be exceeded legally during a specified time in a specified geographical area.

Alluvial

Soils deposited by stream action.

Ambient

Surrounding on all sides; used to describe measurements of existing conditions with respect to traffic, noise, air, and other environments.

Annex, v.

To incorporate a land area into an existing district or municipality, with a resulting change in the boundaries of the annexing and annexed jurisdictions.

Apartment

(1) One or more rooms of a building used as a place to live, in a building containing at least one other unit used for the same purpose. (2) A separate suite, not owner-occupied, that includes kitchen facilities and is designed for and rented as the home, residence, or sleeping place of one or more persons living as a single housekeeping unit.

Appropriate

An act, condition, or state that is considered suitable.

Aquifer

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 sufficient water to be used as a water supply.

Archaeological

Relating to the material remains of past human life, culture, or activities.

Area Median Income

Established by the U.S. Department of Housing and Urban Development. In metropolitan areas, the "area median income" is the median income for the metropolitan statistical area. In non-metropolitan areas, the "area median income" is the higher of the county median family income or the statewide non-metropolitan median family income.

Arterial Road

Medium-speed (30 to 40 mph), medium-capacity (10,000 to 35,000 average daily trips) roadway that provides intra-community travel and access to the county-wide highway system. Access to community arterials should be provided at collector roads and local streets, but direct access from parcels, adjacent to existing arterials is common.

Artesian

An aquifer in which water is confined under pressure between layers of impermeable material. Wells tapping into an artesian stratum will flow naturally without the use of pumps. (See "Aquifer.")

Below-market-rate Housing Unit

(1) Any housing unit specifically priced to be sold or rented to low- or moderate-income households for an amount less than the fair market value of the unit. (2) The financing of housing at less than prevailing interest rates.

Biotic Community

A group of living organisms characterized by a distinctive combination of both animal and plant species in a particular habitat.

Blight

A condition of a site, structure, or area that may cause nearby buildings and/or areas to decline in attractiveness and/or utility.

Borrow Pit

An excavated area where material has been dug for use as fill at another location.

Buffer Zone

An area of land separating two distinct land uses that acts to soften or mitigate the effects of one land use on the other.

Building

Any structure used or intended for supporting or sheltering any use or occupancy.

Buildout; Build-out

Development of land to its full potential or theoretical capacity as permitted under current or proposed planning or zoning designations.

Capability Unit

Groupings are made according to the limitations of the soils when used for agriculture, the risk of damage when they are used, and the way they respond to treatment.

Class I Soils

Few limitations.

Class II Soils

Moderate limitations.

Class III Soils

Severe limitations.

Class IV Soils

Very severe limitations.

Class V Soils

Limited to erosion, but have other criteria that limit their use largely to pasture, range, woodland, or wildlife.

Class VI Soils

Severe limitations, generally unsuitable for cultivation and limited largely to pasture, range, woodland, or wildlife.

Class VII Soils

Very severe limitation, etc. Subclass "w" water in or on the soil interferes with plant growth or cultivation.

Subclass "S" Soil

Limited, mainly because it is shallow, droughty, or stony.

Capital Improvement

Physical assets constructed or purchased to provide, improve, or replace a public facility and that are large-scale and high in cost. The cost of a capital improvement is generally non-recurring and may require multi-year financing. Physical assets that have been identified as existing or projected needs in the individual comprehensive plan elements shall be considered capital improvements.

Capital Improvement Program

A program, administered by a city or county government and reviewed by its planning commission, that schedules permanent improvements, usually for a minimum of five years in the future, to fit the projected fiscal capability of the local jurisdiction. The program generally is reviewed annually for conformance to and consistency with the Comprehensive Plan.

Caps

(See "Development Thresholds.")

Carbon Monoxide

A colorless, odorless, highly poisonous gas produced by automobiles and other machines with internal combustion engines that imperfectly burn fossil fuels (such as oil and gas).

Carrying Capacity

The level of land use, human activity, or development for a specific area that can be accommodated permanently without an irreversible change in the quality of air, water, land, or plant and animal habitats. May also refer to the upper limits beyond which the quality of human life, health, welfare, safety, or community character in an area will be impaired. Carrying capacity usually is used to determine the potential of an area to absorb development.

Census

The official decennial enumeration of the population conducted by the federal government.

Channelization

(1) The straightening and/or deepening of a watercourse for purposes of storm-runoff control or ease of navigation. Channelization often includes lining of stream banks with a retaining material, such as concrete. (2) At the intersection of roadways, the directional separation of traffic lanes through the use of curbs or raised islands that limit the paths vehicles may take through the intersection.

Collector Road

Relatively low-speed (25 to 30 mph), relatively low-volume (5,000 to 20,000 average daily trips) street that provides circulation within and between neighborhoods. Collectors usually serve short trips and are intended for collecting trips from local streets and distributing them to the arterial network.

Commercial

The sale, rental, and distribution of products or services.

Community Park

Land with full public access intended to provide recreation opportunities beyond those supplied by neighborhood parks. Community parks are larger in scale than neighborhood parks, but smaller than regional parks.

Compatible

Capable of existing together without conflict or ill effects.

Comprehensive Plan

Any or all local comprehensive plans or elements or portions thereof prepared, adopted, or amended pursuant to the Local Government Comprehensive Planning and Land Development Regulation Act, as amended.

Concurrency

A system in which development occurs when the necessary public facilities and services to maintain the adopted level of service standards are also available.

Cone of Influence

An area around one or more major water wells (the boundary of which is determined by the government agency having specific authority to make such a determination) based on groundwater travel or draw-down depth.

Conservation

Areas designated for the purpose of conserving or protecting natural resources or environmental quality, including areas designated for such purposes as flood control, protection of quality or quantity of groundwater or surface water, floodplain management, fisheries management, or protection of vegetative communities or wildlife habitats.

Consistent

Free from variation or contradiction. Programs in the Comprehensive Plan are to be consistent, not contradictory or preferential. State law requires consistency between a comprehensive plan and implementation measures, such as the Land Development Regulations.

Contract, v.

To reduce the area within a jurisdiction through the deannexation of land.

Criterion, Criteria

Standard(s) upon which a judgment or decision may be based. (See "Standards.")

Dedication

The turning over by an owner or developer of private land for public use and the acceptance of land for such use by the governmental agency having jurisdiction over the public function for which it will be used. Dedications for roads, parks, school sites, or other public uses often are made conditions for approval of a development by a city.

Dedication, In Lieu of

Cash payments that may be required of an owner or developer as a substitute for a dedication of land, usually calculated in dollars per lot, and referred to as in-lieu fees or in-lieu contributions.

Defease

Working toward the termination of the bond.

Density, Control of

A limitation on the occupancy of land. Density can be controlled through zoning in the following ways: use restrictions, minimum lot-size requirements, floor area ratios, land use/intensity ratios, setback and yard requirements, minimum house-size requirements, ratios comparing number and types of housing units with land area, limits on units per acre, and other means. Allowable density often serves as the major distinction among residential districts.

Density, Residential

The number of permanent residential dwelling units per acre of land. Densities specified in the Comprehensive Plan may be expressed in units per gross acre or per net developable acre. (See "Developable Acres, Net.")

Depth to Water Table

Described in terms of the depth to seasonal high limit of the portion of ground wholly saturated with water.

Detention Dam/Basin/Pond

Dams may be classified according to the broad function they serve, such as storage, diversion, or detention. Detention dams are constructed to retard flood runoff and minimize the effects of sudden floods. Detention dams fall into two main types. In one type, the water is temporarily stored and released through an outlet structure at a rate not to exceed the carrying capacity of the channel down stream. Often, basins are planted with grass and used for open space or recreation in periods of dry weather. In the other type, most often called a **Retention Pond**, the water is held as long as possible and may or may not allow for the controlled release of water. In some cases, the water is allowed to seep into the permeable banks or gravel strata in the foundation. This latter type is sometimes called a **Water-Spreading Dam** or **Dike** because its main purpose is to recharge the underground water supply. Detention dams are also constructed to trap sediment; these are often called **Debris Dams**.

Developable Land

Land that is suitable as a location for structures and can be developed free of hazards to, without disruption of, or significant impact on, natural resource areas.

Developer

Any person, including a governmental agency, undertaking any development.

Development

The carrying out of any building activity or mining operation, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels.

Development Fee

(See "Impact Fee.")

Development Threshold

An absolute limit on the amount of public service demand that may be generated by new development.

Discourage, v.

To advise or persuade to refrain from.

District

The Central Florida Tourism Oversight District, unless otherwise clearly indicated.

Diversion

The direction of water in a stream away from its natural course (i.e., as in a diversion that removes water for human use from a stream).

Drainage

Removal of excess surface water or excess water from within the soil by surface or subsurface drains. Also, the rapidity and extent of the removal of water from the soil by run-off and flow through the soil to underground storage areas.

Drainage Basin

An area defined by topographic boundaries that collects stormwater flows from surrounding tributary basins and conveys them to drainage systems, estuarine waters, or the ocean.

Dwelling Unit

A room or group of rooms (including sleeping, eating, cooking, and sanitation facilities, but not more than one kitchen) that constitutes an independent housekeeping unit, occupied or intended for occupancy by one household on a long-term basis.

Easement

Usually the right to use property owned by another for specific purposes or to gain access to another property. For example, utility companies often have easements on the private property of individuals in order to be able to install and maintain utility facilities.

Effluent

Clear overflow that results from sewage treatment processes.

Encourage, v.

To stimulate or foster a particular condition through direct or indirect action by the private sector or government agencies.

Endangered Species

A species of animal or plant is considered endangered when its prospects for survival and reproduction are in immediate jeopardy from one or more causes.

Enhance, v.

To improve existing conditions by increasing the quantity or quality of beneficial uses.

Environment

The physical conditions that exist in the area that will be affected by a proposed project, including land, air, water, mineral, flora, fauna, noise, and objects of historic or aesthetic significance.

Erosion

(1) The loosening and transportation of rock and soil debris by wind, rain, or running water. (2) The gradual wearing away of the upper layers of earth.

Expansive Soils

Soils that swell as they absorb water and shrink as they dry.

Fair Market Rent

The rent, including utility allowances, determined by the United States Department of Housing and Urban Development for purposes of administering the Section 8 Existing Housing Program.

FAR

(See "Floor Area Ratio.")

Family

(1) Two or more persons related by birth, marriage, or adoption [U.S. Bureau of the Census]. (2) An individual or a group of persons living together who constitute a bona fide single-family housekeeping unit in a dwelling unit.

Feasible

Capable of being done, executed, or managed successfully from the standpoint of the physical and/or financial abilities of the implementer(s).

Feasible, Technically

Capable of being implemented because the industrial, mechanical, or application technology exists.

Flood, 100-year

The magnitude of a flood expected to occur on the average every 100 years, based on historical data. The 100-year flood has a 1/100, or 1 percent, chance of occurring in any given year.

Flood Elevation, 100-year

The outer boundary elevation of the flood plain.

Flood Hazard

Water standing above the soil surface for some length of time. In Florida this is most common in depressions or low areas without outlets. Soils near streams that overflow also have a flood hazard.

Flood Plain

The relatively level land area on either side of the banks of a stream regularly subject to flooding. The areas inundated during a 100-year flood or identified by the National Flood Insurance Program as an A zone or V zone on Flood Insurance Rate Maps or Flood Hazard Boundary Maps.

Floodway

The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the "base flood" without cumulatively increasing the water surface elevation more than one foot.

Floor Area Ratio (FAR)

The gross floor area permitted on a site divided by the total net area of the site, expressed in decimals to one or two places. For example, on a site with 10,000 net square feet of land area, a floor area ratio of 1.0 will allow a maximum of 10,000 gross square feet of building floor area to be built. On the same site, an FAR of 1.5 would allow 15,000 square feet of floor area; an FAR of 2.0 would allow 20,000 square feet; and an FAR of 0.5 would allow only 5,000 square feet. Also commonly used in zoning, FARs typically are applied on a parcel-by-parcel basis, as opposed to an average FAR for an entire land use or zoning district.

Freeway

A high-speed, high-capacity, limited-access transportation facility serving regional and county-wide travel. Such roads are free of tolls, as contrasted with "turnpikes" or other "toll roads." Freeways generally are used for long trips between major land use generators. At Level of Service "E," they carry approximately 1,875 vehicles per lane per hour, in both directions. Major streets cross at a different grade level.

Future Land Use Element

A required element of the Comprehensive Plan that uses text and maps to designate the future use or reuse of land within a given jurisdiction's planning area. The Future Land Use Element serves as a guide to the structuring of zoning and subdivision controls, urban renewal and capital improvements programs, and to official decisions regarding the distribution and intensity of development and the location of public facilities and open space.

Gateway

A point along a roadway entering the city at which a motorist gains a sense of having left the environs and of having entered the city.

Geological

Pertaining to rock or solid matter.

Goal

Long-term end toward which programs or activities are ultimately directed.

Groundwater

Water under the earth's surface, often confined to aquifers capable of supplying wells and springs.

Groundwater Recharge

The natural process of infiltration and percolation of rainwater from land areas or streams through permeable soils into water-holding rocks that provide underground storage ("aquifers").

Growth Management

The use by a community of a wide range of techniques in combination to determine the amount, type, and rate of development desired by the community and to channel that growth into designated areas. Growth management policies can be implemented through growth rates, zoning, capital improvement programs, public facilities ordinances, urban limit lines, levels of service standards, and other programs.

Guidelines

General statements of policy direction around which specific details may be later established.

Habitat

The physical location or type of environment in which an organism or biological population lives or occurs.

Handicapped

A person determined to have a mobility impairment or mental disorder expected to be of long or indefinite duration. Many such impairments or disorders are of such a nature that a person's ability to live independently can be improved by appropriate housing conditions.

Hazardous Material

Any substance that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. The term includes, but is not limited to, hazardous substances and hazardous wastes.

High Occupancy Vehicle

Any vehicle other than a driver-only automobile (e.g., a vanpool, a bus, or two or more persons to a car).

Highway

High-speed, high-capacity, limited-access transportation facility serving regional and county-wide travel. Highways may cross at a different grade level.

Historic; Historical

An historic building or site is one that is noteworthy for its significance in local, state, or national history or culture, its architecture or design, or its works of art, memorabilia, or artifacts.

Historic Preservation

The preservation of historically significant structures and neighborhoods until such time as and in order to facilitate, restoration and rehabilitation of the building(s) to a former condition.

Historic Resources

All areas, districts, or sites containing properties listed on the Florida Master Site File, the National Register of Historic Places, or designated by local government as historically, architecturally, or archaeologically significant.

Hotel

A facility in which guest rooms or suites are offered to the general public for lodging with or without meals and for compensation, and where no provision is made for cooking in any individual guest room or suite.

Household

All those persons—related or unrelated—who occupy a single housing unit. (See "Family.")

Housing Unit

The place of permanent or customary abode of a person or family. A housing unit may be a single-family dwelling, a multi-family dwelling, a condominium, a modular home, a mobile home, a cooperative, or any other residential unit. A housing unit has, at least, cooking facilities, a bathroom, and a place to sleep. It also is a dwelling that cannot be moved without substantial damage or unreasonable cost. (See "Dwelling Unit," "Family," and "Household.")

Hydrography

A graphic presentation of the distribution of water upon the earth's surface, soil, and atmosphere.

Hydrologic Group

These groups are used in watershed planning to estimate run-off from rainfall. Dual hydrologic groups are given for wet soils rated D in their neutral condition that can be adequately drained and improved by at least two classes. The letter applies to the drained condition.

Hydrologic Group A (low run-off potential)

Soils that have high infiltration rates.

Hydrologic Group B (moderately low run-off potential)

Soils that have moderate infiltration rates.

Hydrologic Group C (moderately high run-off potential)

Soils that have slow infiltration rates.

Hydrologic Group D (high run-off potential)

Soils having very slow infiltration rates.

Impact

The effect of any direct, man-made actions or indirect repercussions of man-made actions on existing physical, social, or economic conditions.

Impact Fee

A fee, also called a development fee, levied on the developer of a project by a city, county, or other public agency as compensation for otherwise-unmitigated impacts the project will produce.

Impervious Surface

Surface through which water cannot penetrate, such as roof, road, sidewalk, and paved parking lot. The amount of impervious surface increases with development and establishes the need for drainage facilities to carry the increased runoff.

Implementation

Actions, procedures, programs, or techniques that carry out policies.

Improvement

The addition of one or more structure(s) or utility(ies) on a vacant parcel of land.

In Lieu Fee

(See "Dedication, In Lieu of.")

Industrial

The manufacture, assembly, and processing or storage of consumer goods. Industrial is often divided into "heavy industrial" uses (such as construction yards, quarrying, and factories) and "light industrial" uses (such as research and development and less intensive warehousing and manufacturing). Industrial, as used in this plan, refers to uses that exist solely to support the CFTOD's entertainment and resort activities.

Infill Development

Development of vacant land (usually individual lots or left-over properties) within areas that are already largely developed.

Infrastructure

Public services and facilities, such as sewage-disposal systems, water-supply systems, other utility systems, and roads, necessary to support the development in a given area.

Issues

Important unsettled community matters or problems.

Land

The earth, water, and air above, below, or on the surface, and including any improvements structures customarily regarded as land.

Land Development Regulations

Local zoning, subdivision, building, and other regulations controlling the development of land.

Land Suitability

The ranking of the suitability for development of different lands based on the distribution of natural features and public service systems.

Land Use

Development that is planned for or has occurred on land.

Land Use Classification

A system for classifying and designating the appropriate use of properties.

Landmark

Refers to a building, site, object, structure, or significant tree, having historic, architectural, social, or cultural significance and marked for preservation by the local, state, or federal government.

Landscaping

Plantings—including trees, shrubs, and ground covers—suitably designed, selected, installed, and maintained to permanently enhance a site or roadway.

Lease

A contractual agreement by which an owner of real property (the lessor) gives the right of possession to another (a lessee) for a specified period of time (term) and for a specified consideration (rent).

Leisure Time

Any portion of an individual's time not occupied by employment or used in pursuit of essential activities.

Level of Service (LOS), General

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. Level of service shall indicate the capacity or unit of demand for each public facility.

Level of Service, Traffic

A scale that measures the amount of traffic a roadway or intersection may be capable of handling. Levels range from A to F, with A representing the highest level of service, as follows:

Level of Service A

This level is freely flowing. While traffic density is low, speed is controlled by the driver's desires, speed limits, and physical roadway conditions. Any turning movements are made easily, and there is little or no restriction in maneuverability.

Level of Service B

This is the level of stable flow; however, operating speeds are beginning to be restricted somewhat by traffic conditions. Drivers still have reasonable freedom, but they may begin to feel somewhat restricted.

Level of Service C

Traffic flow is still stable, but speeds and maneuverability are more closely controlled by higher volumes. Traffic conditions are still tolerable for most drivers and operating speeds are not unsatisfactory.

Level of Service D

This level of service approaches unstable flow. Although operating speeds may still be maintained, delays begin to occur frequently because of the high volumes. Drivers have little freedom to maneuver, and comfort and convenience are low. Conditions can be tolerated for short periods of time.

Level of Service E

Flow is unstable, and there may be momentary stoppages. This level of service describes a roadway that is near or at full capacity. Speeds are slow, and there is very little driver comfort or independence. Accident potential is high.

Level of Service F

This level of service describes forced flow operation at low speeds, where volumes are below capacity. This condition usually results from queues of vehicles backing up from a restriction downstream. Stoppages may occur for long periods of time because of downstream congestion.

Local Planning Agency

The agency designed by a local government to prepare the Comprehensive Plan.

Local Road

A roadway providing service that is of relatively low traffic volume, short average trip length, or minimal through traffic movements, and high-volume land access for abutting properties.

Low-income Household

A household with an annual income usually no greater than 80 percent of the area median family income adjusted by household size, as determined by a survey of incomes conducted by a city or a county, or in the absence of such a survey, based on the latest available eligibility limits

established by the U.S. Department of Housing and Urban Development for the Section 8 Housing Program. (See "Area Median Income.")

Maintain, v.

To keep in an existing state. (See "Preserve, v.")

Major Landowners

Unless otherwise indicated, refers to the Walt Disney Company and its subsidiaries.

Marginally Suitable

Land which is generally unsuitable for development due to environmental constraints, but which could be made suitable through modification of natural conditions (such as wetland fill). Development on such land generally requires mitigation to offset environmental impacts.

Marsh

Any area designated as marsh or swamp on the largest scale United States Geologic Survey topographic map published most recently. A marsh usually is an area periodically or permanently covered with shallow water, either fresh or saline.

May

That which is permissible.

Median Strip

The dividing area, either paved or landscaped, between opposing lanes of traffic on a roadway.

Metropolitan

Of, relating to, or characteristic of a large, important city.

Mill, n.

A money of account equal to 1/10 cent.

Millage

A rate (as of taxation) expressed in mills per dollar.

Minerals

Solid minerals, including clay, phosphate rock, lime, shells (excluding live shellfish), sand, heavy minerals, and any rare earths that are found in the soils or waters of the state.

Minimize, v.

To reduce or lessen, but not necessarily to eliminate.

Mining

The act or process of extracting resources, such as coal, oil, or minerals, from the earth.

Mitigate, v.

To ameliorate, alleviate, or avoid to the extent reasonably feasible.

Mixed-use

Properties on which various uses, such as office, commercial, institutional, and residential, are combined in a single building or on a single site in an integrated development project with significant functional interrelationships and a coherent physical design. A "single site" may include contiguous properties.

Mobile or Manufactured Home

A structure, transportable in one or more sections, built on a permanent chassis 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.

Moderate-income Household

A household with an annual income between the lower income eligibility limits and 120 percent of the area median family income adjusted by household size, usually as established by the U.S. Department of Housing and Urban Development for the Section 8 Housing Program. (See "Area Median Income" and "Low-income Household.")

Motel

A facility in which guest rooms or suites are offered to the general public for lodging with or without meals and for compensation. Quite often, provision is made for cooking in individual guest rooms or suites. Motels generally provide guest parking in proximity to the guest rooms. (See "Hotel.")

Must

That which is mandatory.

National Historic Preservation Act

A 1966 federal law that established a National Register of Historic Places and the Advisory Council on Historic Preservation, and that authorized grants-in-aid for preserving historic properties.

National Register of Historic Places

The official list, established by the National Historic Preservation Act, of sites, districts, buildings, structures, and objects significant in the nation's history or whose artistic or architectural value is unique.

Natural State

The condition existing prior to development.

Necessary

Essential or required.

Need

A condition requiring supply or relief.

Neighborhood Park

City-owned land intended to serve the recreation needs of people living or working within one-half mile radius of the park.

Nitrification/Dentrification

The addition or subtraction of nitrogen.

Nitrogen Oxide(s)

A reddish brown gas that is a byproduct of combustion and ozone formation processes. Often referred to as NO_x, this gas gives smog its "dirty air" appearance.

Noise

Any sound that is undesirable because it interferes with speech and hearing, or is intense enough to damage hearing, or is otherwise annoying. Noise, simply, is "unwanted sound."

Non-attainment

The condition of not achieving a desired or required level of performance. Frequently used in reference to air quality.

Objective

A specific, measurable, intermediate end that is achievable and marks progress toward a goal. Usually an objective requires some sense of time or quantity.

Open Space

(1) In the general context, open space is defined as all land and water not covered by buildings, support facilities, or pavement used for the purposes of (a) the preservation of natural resources, (b) the managed production of resources, (c) outdoor recreation, or (d) public health and safety. (2) For the specific purposes of this Comprehensive Plan, open space is defined as all area within the Resource Management/Recreation, Conservation, and Water Future Land Use Map categories, as well as golf course fairways, and "public" land on the annexed land commonly referred to as the "Fletcher" property.

Open Space, Functional

Improved sites in a development that still serve an open space function. Functional open space includes golf courses, circulation and utility corridors, landscaping, and land use buffers.

Ordinance

A law or regulation set forth and adopted by a governmental authority.

Outdoor Recreation Use

A privately or publicly owned or operated use providing facilities for outdoor recreation activities.

Outfall

The outlet of a body of water.

Parcel

Any quantity of land capable of being described with such definiteness that its location and boundaries may be established, that is designated by its owner or developer as land to be used or developed as a unit or that has been used or developed as a unit.

Parking Area, Public

An open area, excluding a street or other public way, used for the parking of automobiles and available to the public, whether for free or for compensation.

Parks

Open space lands, the primary purpose of which is recreation. (See "Open Space Land," "Community Park," and "Neighborhood Park.")

Peak Hour/Peak Period

For any given roadway, a daily period during which traffic volume is highest, usually occurring in the morning and evening commute periods. Where "F" Levels of Service are encountered, the "peak hour" may stretch into a "peak period" of several hours' duration.

Performance Standards

Zoning or land development regulations that permit uses based on a particular set of standards of operation rather than on particular type of use.

Person

An individual, corporation, governmental agency, business trust, estate, trust, partnership, association, two or more persons having a joint or common interest, or any other legal entity.

pH

Soil reaction that is the degree of acidity or alkalinity of a soil. A soil that tests to pH 7.0 is neutral.

Below 4.5	Extremely acidic
4.5 to 5.0	Very strongly acidic
5.1 to 5.5	Strongly acidic
5.6 to 6.0	Medium acidic
6.1 to 6.5	Slightly acidic
6.6 to 7.5	Neutral
7.6 to 7.8	Mildly alkaline
7.9 to 8.4	Moderately alkaline
8.5 to 9.0	Strongly alkaline

Plan

The CFTOD Comprehensive Plan, unless otherwise clearly indicated.

Plan of Reclamation

A system of engineering designs for reclaiming land from inundated water areas through the interconnection of artificial and natural conveyance systems.

Policy, Policies

The techniques, programs, and activities conducted to achieve an identified objective.

Pollutant

Any introduced gas, liquid, or solid that makes a resource unfit for its normal or usual purpose.

Pollution

The presence in the outdoor atmosphere, ground, or water of any substances, contaminants, noise, or unnatural alteration of the chemical, physical, biological, or radiological integrity of air or water, in quantities or at levels that are or may be potentially harmful or injurious to human health or welfare, animal or plant life, or property, or unreasonably interfere with the enjoyment of life or property.

Pollution, Non-Point Source

Sources for pollution that are not directly definable and usually cover broad areas of land, such as agricultural land with fertilizers that are carried from the land by runoff, or automobiles.

Pollution, Point Source

Any source of water pollution 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, from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture.

Population, Day Visitor

All persons who visit theme park attractions in the District but do not stay overnight in the District.

Population, Overnight Guest

(See "Population, Seasonal.")

Population, Permanent

All persons permanently residing within the boundaries of a jurisdiction. Counted in the same manner used by the U.S. Bureau of Census in the category of total population. Permanent population does not include seasonal population.

Population, Seasonal

Population categorized as (1) tourist or overnight guest—persons who stay one or more days and less than six months, or (2) temporary—persons who occupy apartments for less than one year. Day visitors are not considered seasonal population.

Potentiometric Level

The elevation in a well to which water is naturally drawn.

Preserve, n.

An area in which beneficial uses in their present condition are protected; for example, a nature preserve or an agricultural preserve. (See "Protect.")

Preserve, v.

To keep safe from destruction or decay; to maintain or keep intact. (See "Maintain.")

Primary Employer

Unless otherwise indicated, refers to the Walt Disney Corporation and its subsidiaries.

Protect, v.

To maintain and preserve beneficial uses in their present condition as nearly as possible. (See "Enhance.")

Public and Quasi-public Facilities

Institutional, academic, governmental and community service uses, either publicly owned or operated by non-profit organizations.

Rare, Threatened, or Endangered Species

A species of animal or plant listed in Title 50, Code of Federal Regulations, Section 17.11 or Section 17.2, pursuant to the Federal Endangered Species Act designating species as rare, threatened, or endangered.

Recognize, v.

To officially (or by official action) identify or perceive a given situation.

Recreation

The variety of activities with which people elect to occupy their leisure time.

Recreation, Entertainment/Cultural

Includes entertainment, cultural, educational, and creative or aesthetic leisure activities.

Recreation, Physical

Requires physical effort as the major experience of the activity.

Recreation, Resource Related

Requires use of a natural resource, such as water, trees, scenery, or wildlife, to provide the setting or focus for an activity.

Recycle, v.

The process of extraction and reuse of materials from waste products.

Redevelop, v.

To demolish existing buildings, or to increase the overall floor area existing on a property; or both, irrespective of whether a change occurs in land use.

Regional

Pertaining to activities or economies at a scale greater than that of a single jurisdiction and affecting a broad, homogeneous area.

Regional Park

A park typically 150 to 500 acres in size, focusing on activities and natural features not included in most other types of parks and often based on a specific scenic or recreational opportunity.

Rehabilitation

The repair, preservation, and/or improvement of substandard housing.

Residential

Land designated in a Comprehensive Plan for buildings consisting only of dwelling units. May be vacant or unimproved. (See "Dwelling Unit.")

Residential, Multi-Family

Usually three or more dwelling units on a single site, which may be in the same or separate buildings.

Residential, Single-family

A single dwelling unit on a building site.

Restore, v.

To renew, rebuild, or reconstruct to a former state.

Restrict, v.

To check, bound, or decrease the range, scope, or incidence of a particular condition.

Retention Basin/Retention Pond

(See "Detention Basin/Dam/Pond.")

Return Frequency

The average interval of time within which a storm will not be equaled or exceeded.

Reverse Osmosis

The flow of fresh water through a semi-permeable membrane when pressure is applied to a solution (such as seawater) on one side of the membrane.

Right-of-way

A strip of land occupied or intended to be occupied by certain transportation and public use facilities, such as roadways, railroads, and utility lines.

Runoff

The portion of rainwater that falls upon the land and is not absorbed or retained, but flows from the point of contact into natural or artificial conveyance and/or collection systems.

Sanitary Sewer

A system of subterranean conduits that carries refuse liquids or waste matter to a plant where the sewage is treated, as contrasted with storm drainage systems (which carry surface water) and septic tanks or leech fields (which hold refuse liquids and waste matter on-site). (See "Septic System.")

Septic System

A sewage-treatment system that includes a settling tank through which liquid sewage flows and in which solid sewage settles and is decomposed by bacteria in the absence of oxygen. Septic systems are often used for individual-home waste disposal where an urban sewer system is not available. (See "Sanitary Sewer.")

Shall

That which is obligatory or necessary.

Should

Signifies a directive to be honored if at all possible.

Shrink/Swell Potential

The relative change in volume to be expected of soil material with changes in moisture content. Shrinking and swelling of soils cause damage to building foundations, roads, and other structures. A high shrink-swell potential indicates a hazard.

Sign

Any representation (written or pictorial) used to convey information or to identify, announce, or otherwise direct attention to a business, profession, commodity, service, or entertainment and placed on, suspended from, or in any way attached to any structure, vehicle, or feature of the natural or built landscape.

Significant Effect

A beneficial or detrimental impact on the environment. May include, but is not limited to, significant changes in an area's air, water, and land resources.

Siltation

(1) The accumulating deposition of eroded material. (2) The gradual filling in of streams and other bodies of water with sand, silt, and clay.

Site

A parcel of land used or intended for one use or a group of uses and having frontage on a public or an approved private street. A lot. (See "Lot.")

Slope

Land gradient described as the vertical rise divided by the horizontal run and expressed in percent.

Sludge

Precipitated solid matter produced from sewage treatment processes.

Soil

The unconsolidated material on the immediate surface of the earth created by natural forces that serves as a natural medium for growing land plants.

Soil Drainage

The frequency and duration of the period when soil is free of saturation. In well-drained soils, the water is removed readily but not rapidly; in poorly drained soils, the root zone is waterlogged for long periods and the roots cannot get enough oxygen; and in excessively drained soils, the water is removed so completely that most crop plants suffer from lack of water. Excessively drained soils are prime recharge areas, whereas poorly drained soils are poor recharge areas.

Soil Limitations

The capabilities and limitations of soils in their natural state to support a variety of specific uses:

Slight

Favorable conditions with minor limitations that can be easily overcome or modified by planning and design.

Moderate

Favorable conditions with minor limitations that can be easily overcome by careful planning and design or by special maintenance.

Severe

Unfavorable conditions that are difficult to correct or overcome and require major soil reclamation or special design.

Very Severe

Highly unfavorable conditions that are not only the most difficult to overcome, but also are the most costly to correct. These soil limitations are intended for use as a planning guide for selecting desirable sites or corridors and as a basis for further investigations and in no way eliminate the need for on-site detailed studies and testings involved in the planning, design, and construction of a specific project.

Solid Waste

General category that includes organic wastes, paper products, metals, glass, plastics, cloth, brick, rock, soil, leather, rubber, yard wastes, agricultural wastes, and wood.

Standards

(1) A rule or measure establishing a level of quality or quantity that must be complied with or satisfied. Examples of standards might include the number of acres of park land per 1,000 population that the community will attempt to acquire and improve, or the "traffic Level of Service" that the plan hopes to attain. (2) Requirements in a land development regulation that govern building and development, as distinguished from use restrictions; for example, site-design regulations, such as lot area, height limit, frontage, landscaping, and floor area ratio.

Storm Duration

The length of a given storm that, when joined to the return frequency, provides a standard that may be used for design purposes.

Storm Runoff

Surplus surface water generated by rainfall that does not seep into the earth but flows overland to flowing or stagnant bodies of water.

Stormwater Conveyance System

Any artificial or natural system that provides for controlled flow of stormwater, such as rivulet, swale, ditch, canal, creek, stream, or river.

Streets, Local

(See "Streets, Minor.")

Streets, Major

The transportation network that includes a hierarchy of freeways, arterials, and collectors to service through traffic.

Streets, Minor

Local streets whose primary intended purpose is to provide access to fronting properties.

Streets, Through

Streets that extend continuously between other major streets in the community.

Structure

Anything constructed or erected that requires location on the ground (excluding swimming pools, fences, and walls used as fences).

Subsidize

To assist by payment of a sum of money or by the granting of terms or favors that reduce the need for monetary expenditures. Housing subsidies may take the forms of mortgage interest deductions or tax credits from federal and/or state income taxes, sale or lease at less than market value of land to be used for the construction of housing, payments to supplement a minimum affordable rent, etc.

Substandard Housing

Residential dwellings that, because of their physical condition, do not provide safe and sanitary housing.

Substantial

Considerable in importance, value, degree, or amount.

Theme Park, Major

A theme park that is designed for multiple-day visits. The exhibitions and rides are extensive and normally require more than one day to experience.

Theme Park, Minor

A theme park that is designed for single-day or partial-day visits. Visitors are expected to spend shorter amounts of time than they would at a major theme park.

Third Party Contractor

An employee of any company or entity other than the Walt Disney Company or its subsidiaries located within CFTOD boundaries, including independent contractors.

Topography

Configuration of a surface, including its relief and the position of natural and built features.

Tourism

The business of providing services for persons traveling for pleasure. Tourism contributes to the vitality of the community by providing revenue to local business.

Traffic Model

A mathematical representation of traffic movement within an area or region based on observed relationships between the kind and intensity of development in specific areas. Many traffic models operate on the theory that trips are produced by persons living in residential areas and are attracted by various non-residential land uses. (See "Trip.")

Transit

The conveyance of persons or goods from one place to another by means of a local or regional public transportation system.

Transit, Public

A system of regularly scheduled buses or trains available to the public on a fee-per-ride basis. Also called "Mass Transit."

Transit-dependent

Refers to persons unable to operate automobiles or other motorized vehicles, or those who do not own motorized vehicles. Transit-dependent citizens must rely on transit, para-transit, or owners of private vehicles for transportation. Transit-dependent citizens include the young, the handicapped, the elderly, the poor, and those with prior violations in motor vehicle laws.

Tree Crown Density

Density when seen from above, looking down, and the ratio of surface covered by the trees' crown rather than the surface covered by other shrubs or bushes.

Tributary Areas

Adjacent land areas that contribute runoff to a receiving drainage basin.

Trip

A one-way journey that proceeds from an origin to a destination via a single mode of transportation; the smallest unit of movement considered in transportation studies. Each trip has one "production end" (or origin—often from home, but not always), and one "attraction end" (destination). (See "Traffic Model.")

Trip Generation

The dynamics that account for people making trips in automobiles or by means of public transportation. Trip generation is the basis for estimating the level of use for a transportation system and the impact of additional development or transportation facilities on an existing, local transportation system. Trip generations of households are correlated with destinations that attract household members for specific purposes.

Undevelopable

Specific areas where topographic, geologic, and/or surface soil conditions indicate a significant danger to future occupants and a liability to the governing jurisdiction.

Undue

Improper or more than necessary.

Urban Sprawl

Scattered, untimely, poorly planned urban development that occurs in urban fringe and rural areas. It manifests itself in leapfrog development; ribbon or strip development; or large expanses of low-density, single-dimensional development.

Use

The purpose for which a lot or structure is or may be leased, occupied, maintained, arranged, designed, intended, constructed, erected, moved, altered, and/or enlarged in accordance with the Land Development Regulations and Comprehensive Plan Future Land Use Designations.

Use Permit

The discretionary and conditional review of an activity, function, or operation on a site or in a building or facility.

Vacant

Lands or buildings that are not actively used for any purpose.

Variances

A departure from any provision of the Land Development Regulations for a specific parcel, without changing the regulations or the underlying designation of the parcel.

Vegetative Communities

Ecological communities, such as coastal strands, oak hammocks, and cypress swamps, that are classified based on the presence of certain soils, vegetation, and animals.

Very-Low-income Household

A household with an annual income usually no greater than 50 percent of the area median family income adjusted by household size, as determined by a survey of incomes conducted by a city or a county, or in the absence of such a survey, based on the latest available eligibility limits established by the U.S. Department of Housing and Urban Development for the Section 8 Housing Program. (See "Area Median Income.")

Volume-to-Capacity Ratio

A measure of the operating capacity of a roadway or intersection, in terms of the number of vehicles passing through, divided by the number of vehicles that theoretically could pass through when the roadway or intersection is operating at its designed capacity; abbreviated as "v/c." At a v/c ratio of 1.0, the roadway or intersection is operating at capacity. If the ratio is less than 1.0, the traffic facility has additional capacity. Although ratios slightly greater than 1.0 are possible, it is more likely that the peak hour will elongate into a "peak period." (See "Peak Hour/Peak Period" and "Level of Service, Traffic.")

Wastewater Irrigation

The process by which wastewater that has undergone primary treatment is used to irrigate land.

Water Control Structures

An artificially created feature for impeding the natural flow of water, the design of which permits the retention, detention, or release of water during wet and dry seasons.

Watershed

The total area above a given point on a watercourse that contributes water to its flow; the entire region drained by a waterway or watercourse that drains into a lake or reservoir.

Waterway

(See "Watercourse.")

Weir

A dam in a stream to raise its water level or direct its flow.

Wetlands

Transitional areas between terrestrial and aquatic systems where the water table is usually at or near the surface or the land is covered by shallow water. Under a "unified" methodology now used by all federal agencies, wetlands are defined as "those areas meeting certain criteria for hydrology, vegetation, and soils."

Wildlife Refuge

An area maintained in a natural state for the preservation of both animal and plant life.

Central Florida Tourism Oversight District
City of Bay Lake
City of Lake Buena Vista
COMPREHENSIVE PLAN
2045

MONITORING AND EVALUATION

PURPOSE

One of the basic tenets of the Growth Management Act is that the comprehensive plan be continuously monitored and evaluated to ensure that it reflects current conditions as accurately as possible. The monitoring function, in particular, must be continuous to ensure that public facilities are available concurrent with the impacts of new development. At a minimum, the evaluation function must occur every seven years after adoption of the Comprehensive Plan.

The District's monitoring and evaluation procedures are described below. The procedures consist of three major parts:

- annual capital improvement program updates and evaluations;
- concurrency management monitoring; and
- evaluation and appraisal as required by Section 163.3191, Florida Statutes.

ANNUAL CAPITAL IMPROVEMENT PROGRAM UPDATES AND EVALUATIONS

This category includes updating of the capital improvement program, the capital improvement program monitoring and evaluation program, and the annual evaluation of revenue sources. These components are further described in the Capital Improvements Element.

CONCURRENCY MANAGEMENT MONITORING

The District's Land Development Regulations include criteria pertaining to water, wastewater, solid waste, and drainage to determine whether a proposed development is subject to concurrency review. Applicants subject to concurrency review must submit detailed information on the service demands associated with the proposed project. A Certificate of Concurrency is issued if an application is deemed concurrent. In the event a project is found to be not concurrent, the applicant is provided with an opportunity to modify the project, mitigate the impacts, or provide the needed capital improvements as provided in a development agreement.

The concurrency determination is made by comparing the available capacity of a facility or service to the demand created by a proposed project. Available capacity is determined by adding together the excess capacity of existing facilities and the capacity of any new facilities that meet concurrency standards, and subtracting any capacity committed to vested projects and projects previously issued Certificates of Concurrency. An application is deemed concurrent only when level of service standards are maintained. Facilities in each service category are monitored to determine the available excess and committed capacity at any given time.

EVALUATION AND APPRAISALS

An evaluation and appraisal will be prepared as required by Section 163.3191, Florida Statutes, and as required by the Florida Department of Commerce Community Planning Department.

Central Florida Tourism Oversight District
City of Bay Lake
City of Lake Buena Vista
COMPREHENSIVE PLAN
2045

APPENDICES

A. POPULATION PROJECTIONS FOR CFTOD

POPULATION PROJECTIONS FOR CFTOD

INTRODUCTION

This appendix documents 2025, 2030, 2035, and 2045 population characteristics for the Central Florida Tourism Oversight District (CFTOD). The projections are presented in accordance with F.S.163.3177(1)(f)3 – generated by the local government based upon a professionally acceptable methodology.

Because projections are not provided for the CFTOD, this appendix has been prepared to document the locally developed functional or daytime population projections methodology. Daytime or “functional” population refers to the total number of persons that are present in the District during a typical daytime period. The figure includes permanent residents, resort guests, theme park visitors, and employees. Estimates of functional population are best expressed as a range, since the figure fluctuates from day to day based on variables such as season, weather, and special events. Precise estimates of the daytime population are difficult to develop because many resort guests are potentially double counted as theme park visitors.

The appendix is divided into four parts, corresponding to the four points in time identified above. In each case, figures are presented for the District's permanent residential population, overnight guest population, theme park guest population, employee population, and a range for total population.

Permanent Population

The permanent population includes all persons residing within the District's boundaries in 17 manufactured homes. The homes located are in two licensed mobile home parks, one in Lake Buena Vista off Buena Vista Drive, and the other in Bay Lake off Reams Road. The Lake Buena Vista complex has 9 units, and the Bay Lake complex has 8 units. The permanent population tends to fluctuate little and is expected to average around 32 residents during the 2030, 2035, and 2045 planning periods. When the Bay Lake complex was redeveloped a ninth lot was added, so the development maximums in the Future Land Use Element provide for one additional residential unit bringing the total to 9 units in each complex.

Overnight Guest Population

Overnight guests are defined as visitors who stay within District boundaries for more than one day but less than six months. All projections are stated in terms of an average day and are based on historical occupancy rates applied to the total number of hotel/resort keys currently open for business, currently under construction, and included in the development maximums in the Future Land Use Element for the 2030, 2035, and 2045 planning periods.

Theme Park Visitor Population

The theme park visitor population is based on estimates by Themed Entertainment Association / AECOM (TEA/AECOM). Theme park attendance provides an indicator of the number of day visitors which is not mutually exclusive of overnight guests. On any given day some of the overnight guests may visit the theme parks and others may not. Some guests may visit multiple theme parks in a single day resulting in double counting.

Employee Population

There are more than 3,000 different jobs available within the District including jobs in local government; resorts and attractions; retail, dining, and entertainment establishments; environmental, financial, and transportation services; utilities, healthcare, construction, etc. Employment ranges from full-time to part-time to seasonal.

Total Population

The District's average daily population falls somewhere between the sum of the permanent population plus the theme park visitor population plus the employee population (this assumes all overnight guests visit the theme parks) and the sum of all four categories (this presumes none of the overnight guests visit the theme parks). Obviously the District's average daily population falls between these two extremes.

Summary

The CFTOD had a permanent population of 32 residents during 2024. This figure is very small when compared to the total number of persons "residing in" or visiting the District on a daily basis. To properly measure current and future needs for services and facilities, projections quantify the transient population of the CFTOD as well as its permanent population as summarized in Table A-1. The projections are worse case and assume all the development permitted in Table 2-1 in the Future Land Use Element takes place.

Table A-1: Summary of the Population Projections for the CFTOD

Year	Permanent Population	Overnight Guest Population	Theme Park Visitor Population	Employee Population	Total Population Range	
					Low	High
2025	32	102,183	149,722	55,647	205,401	307,584
2030	32	112,522	167,819	58,135	225,986	338,507
2035	32	123,324	182,238	60,911	243,181	366,505
2045	32	139,461	272,056	63,504	335,592	475,053

2025 BASE YEAR POPULATION

Permanent Population

There are currently 32 permanent residents in the district in 2025.

Overnight Guest Population

The projected 2025 overnight guest population assumes all of the hotel keys currently under construction or approved for development are completed and that all of the hotel/resort keys provided for in Table 2-1 for 2025 the Future Land Use Element are built and opened and that all currently operating resorts remain.

Type	Total Number of Keys	Average Guests/Room	Average Occupancy	Overnight Guest Population
Hotels/Resorts	32,932	2.8	85%	78,378
Interval Ownership Units	6,126	3.8	85%	19,787
Campgrounds	1,212	3.9	85%	4,018
Total				102,183

Employee Population

As with the projection for the overnight guest population, the projected employee population is based on the development provided for in Table 2-1 in the Future Land Use Element.

Type	Total Number of Keys/SF/#	Average Employees/ Key/SF/#	Total Employees	Daily Employee 5/7	Employee Population
2024 Employee Population			77,000	71.4%	55,000
New Hotels/Resorts	868	0.61	532	71.4%	380
Office	100,000	268	373	71.4%	267
Total			77,906		55,647

Theme Park Visitor Population

The estimated number of total visits is based on estimates of TEA/AECOM Attraction Attendance Report for 2023.

Theme Park	Theme Park Visitor Population
Magic Kingdom	48,548
Disney's Animal Kingdom	24,027
EPCOT	32,822
Disney's Hollywood Studios	28,219
Typhoon Lagoon Water Park	5,200
Blizzard Beach Water Park	1,372
Total	140,188

Total Population

The District's average daily population falls between the sum of the permanent population plus the theme park visitor population plus the employee population (low range) and the sum of all four categories (high range). Obviously the District's average daily population falls between these two extremes.

Year	Permanent Population	Overnight Guest Population	Theme Park Visitor Population	Employee Population	Total Population Range	
					Low	High
2025	32	102,183	149,722	55,647	205,401	307,584

2030 POPULATION PROJECTIONS

Permanent Population

The permanent population within the District is projected to remain at 32.

Overnight Guest Population

The projected 2030 overnight guest population assumes all of the hotel keys currently under construction or approved for development are completed and that all of the hotel/resort keys provided for in Table 2-1 in the 2030 Future Land Use Element (2,924) are built and opened and that all currently operating resorts remain.

Type	Total Number of Keys	Average Guests/Room	Average Occupancy	Overnight Guest Population
Hotels	35,167	2.8	85%	83,697
Interval Ownership Units	7,680	3.8	85%	24,806
Campgrounds	1,212	3.9	85%	4,018
Total				112,522

Employee Population

As with the projection for the overnight guest population, the projected employee population is based on the development provided for in Table 2-1 in the Future Land Use Element.

Type	Total Number of Keys/SF/#	Average Employees/ Key/SF/#	Total Employees	Daily Employee 5/7	Employee Population
2025 Employees Population			77,906	71.4%	55,647
New Hotels/Resorts	2,924	0.61	1,792	71.4%	1,280
Office	150,000	268	560	71.4%	400
Retail/Restaurant	275,000	243	1,131	71.4%	808
Minor Theme Park	1	148	148	71.4%	106
Total			81,389		58,135

Theme Park Visitor Population

Theme park population for 2030 is based on a growth rate similar to what has occurred historically.

Theme Park	2025 Estimate	Growth Rate 2026 thru 2030	Theme Park Visitor Population
Magic Kingdom	50,701	12.1%	56,852
Disney's Animal Kingdom	23,355	8.3%	25,283
EPCOT	39,714	8.3%	42,992
Disney's Hollywood Studios	26,667	11.4%	30,014
Typhoon Lagoon Water Park	5,153	7.2%	5,524
Blizzard Beach Water Park	1,372	13.6%	4,392
Minor Theme Park	N/A	N/A	2,762
Total	149,722	12.1%	167,819

Total Population

The District's average daily population falls between the sum of the permanent population plus the theme park visitor population plus the employee population (low range) and the sum of all four categories (high range). Obviously the District's average daily population falls between these two extremes.

Year	Permanent Population	Overnight Guest Population	Theme Park Visitor Population	Employee Population	Total Population Range	
					Low	High
2030	32	112,522	167,819	58,135	225,986	338,507

2035 POPULATION PROJECTIONS

Permanent Population

The permanent population within the District is projected to remain unchanged at 32.

Overnight Guest Population

The projected 2035 overnight guest population assumes all of the hotel/resort keys (3,959) provided for in Table 2-1 in the Future Land Use Element are built and that all currently operating resorts remain. The historical average occupancy and guests per room were used for 2035.

Type	Total Number of Keys	Average Guests/Room	Average Occupancy	Overnight Guest Population
Hotels	37,503	2.8	85%	89,257
Interval Ownership Units	9,303	3.8	85%	30,049
Campgrounds	1,212	3.9	85%	4,018
Total				123,324

Employee Population

As with the projection for the overnight guest population, the projected employee population is based on the development provided for in Table 2-1 in the Future Land Use Element.

Type	Total Number of Keys/SF/#	Average Employees/ Key/SF/#	Total Employees	Daily Employee 5/7	Employee Population
2030 Employee Population			81,389	71.4%	58,135
New Hotels/Resorts	3,959	61%	2,428	71.4%	1,734
Golf Course	1	31	31	71.4%	22
Office	150,000	268	560	71.4%	400
Retail/Restaurant	175,000	243	720	71.4%	514
Minor Theme Park	1	148	148	71.4%	106
Total			85,276		60,911

Theme Park Visitor Population

Theme park population for 2035 is based on a growth rate similar to what has occurred historically.

Theme Park	2030 Estimate	Growth Rate 2031 thru 2035	Average Population
Magic Kingdom	56,852	11.5%	63,366
Disney's Animal Kingdom	25,283	4.5%	26,413
EPCOT	42,992	6.1%	45,633
Disney's Hollywood Studios	30,014	6.1%	31,858
Typhoon Lagoon Water Park	5,524	6.1%	5,863
Blizzard Beach Water Park	4,392	7.2%	4,708
Minor Theme Park	2,762	6.1%	2,931
New Minor Theme Park	N/A	N/A	1,466
Total	167,819	10.69%	182,238

Total Population

The District's average daily population falls between the sum of the permanent population plus the theme park visitor population plus the employee population (low range) and the sum of all four categories (high range). Obviously the District's average daily population falls between these two extremes.

Year	Permanent Population	Overnight Guest Population	Theme Park Visitor Population	Employee Population	Total Population Range	
					Low	High
2035	32	123,324	182,238	60,911	243,181	366,505

2045 POPULATION PROJECTIONS

Permanent Population

The permanent population within the District is projected to remain unchanged at 32.

Overnight Guest Population

The projected 2045 overnight guest population assumes all of the hotel/resort keys (5,918) provided for in Table 2-1 in the Future Land Use Element are built and that all currently operating resorts remain.

Type	Total Number of Keys	Average Guests/Room	Average Occupancy	Overnight Guest Population
Hotels	40,995	2.8	85%	97,568
Interval Ownership Units	11,726	3.8	85%	37,875
Campgrounds	1,212	3.9	85%	4,018
Total				139,461

Employee Population

As with the projection for the overnight guest population, the projected employee population is based on the development provided for in Table 2-1 in the Future Land Use Element.

Type	Total Number of Keys/SF/#	Average Employees/ Key/SF/#	Total Employees	Daily Employee 5/7	Employee Population
2035 Employee Population			85,276	71.4%	60,911
New Hotels/Resorts	5,918	0.61	3,630	71.4%	2,593
Major Theme Park	1	4,500	4,500	71.4%	3,214
Total			88,905		63,504

Theme Park Visitor Population

Theme park population for 2045 is based a growth rate similar to what occurred historically.

Theme Park	2035 Estimate	Growth Rate 2035 thru 2045	Average Population
Magic Kingdom	63,366	21.4%	76,942
Disney's Animal Kingdom	26,413	21.4%	32,072
EPCOT	45,633	21.4%	55,409
Disney's Hollywood Studios	31,858	21.4%	38,683
Typhoon Lagoon Water Park	5,863	21.4%	7,119
Blizzard Beach Water Park	4,708	21.4%	5,717
Minor Theme Park	2,931	21.4%	3,559
New Minor Theme Park	1,466	21.4%	1,780
New Major Theme Park	N/A	N/A	50,776
Total	182,238	10.69%	272,056

Total Population

The District's average daily population falls between the sum of the permanent population plus the theme park visitor population plus the employee population (low range) and the sum of all four categories (high range). Obviously the District's average daily population falls between these two extremes.

Year	Permanent Population	Overnight Guest Population	Theme Park Visitor Population	Employee Population	Total Population Range	
					Low	High
2045	32	139,461	272,056	63,504	335,592	475,053



Business Impact Estimate

NOTE: This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the Central Florida Tourism Oversight District's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

ORDINANCE/RESOLUTION NO. 674

AN ORDINANCE/RESOLUTION OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, PROVIDING AMENDMENTS TO THE DISTRICT'S CURRENT COMPREHENSIVE PLAN INCLUDING AMENDMENTS TO THE FUTURE LAND USE MAP, THE FUTURE LAND USE ELEMENT, THE TRANSPORTATION ELEMENT, THE HOUSING ELEMENT, THE INFRASTRUCTURE ELEMENT, THE CONSERVATION ELEMENT, THE RECREATION AND OPEN SPACE ELEMENT, THE INTERGOVERNMENTAL COORDINATION ELEMENT, THE CAPITAL IMPROVEMENTS ELEMENT, AS WELL AS THE CREATION OF A PROPERTY RIGHTS ELEMENT; BY ADOPTING THE COMPREHENSIVE PLAN 2045; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the CFTOD is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the CFTOD is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Development orders and development permits, as those terms are defined in Florida Statutes § 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under Florida Statutes § 163.3220- 163.3243;
 - b. Comprehensive plan amendments and land development regulation amendments initiated by

- an application by a private party other than the CFTOD;
- c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the CFTOD hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The CFTOD Board of Supervisors will hold a public hearing to adopt amendments to the Comprehensive Plan, in compliance with Florida Statutes §163.3177 and §163.3191 to reflect state statute changes and changes in local conditions in response to the CFTOD's Evaluation and Appraisal Review. These amendments align the District's long-term growth and development strategy with state planning requirements within the goals, objectives, and policies of the future land use, housing, transportation, infrastructure, conservation, intergovernmental coordination, capital improvements and property rights elements. The ordinance serves the public interest by promoting orderly development, protecting the environment, and ensuring consistency with state regulations.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the District, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the District's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

There are no anticipated new or additional costs on private businesses within the District resulting from adoption of this ordinance. The amendments primarily address planning and regulatory alignment without introducing new restrictions or costs for businesses.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The ordinance applies to comprehensive planning and policy and does not have any direct impact on business operations or costs.

4. Additional information the governing body deems useful (if any):

N/A

ORDINANCE/RESOLUTION NO. 674

AN ORDINANCE/RESOLUTION OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, PROVIDING AMENDMENTS TO THE DISTRICT'S CURRENT COMPREHENSIVE PLAN INCLUDING AMENDMENTS TO THE FUTURE LAND USE MAP, THE FUTURE LAND USE ELEMENT, THE TRANSPORTATION ELEMENT, THE HOUSING ELEMENT, THE INFRASTRUCTURE ELEMENT, THE CONSERVATION ELEMENT, THE RECREATION AND OPEN SPACE ELEMENT, THE INTERGOVERNMENTAL COORDINATION ELEMENT, THE CAPITAL IMPROVEMENTS ELEMENT, AS WELL AS THE CREATION OF A PROPERTY RIGHTS ELEMENT; BY ADOPTING THE COMPREHENSIVE PLAN 2045; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Section 163.3167, Florida Statutes, provides that the governing body of each local government shall prepare and adopt a comprehensive plan to plan for, and guide, future development and growth within their jurisdiction; and

WHEREAS, the Board of Supervisors of the Central Florida Tourism Oversight District finds that Chapter 2023-5, Laws of Florida, authorizes and requires the District to prepare and enforce a comprehensive plan and amendments thereto within the jurisdictional limits of the District; and

WHEREAS, pursuant to Resolution No. 639, adopted on April 26, 2023, the District amended Section 7-30.2 of the District's Land Development Regulations to provide that the Board of Supervisors of the District will act as the Planning Board and the "local planning agency," under Section 163.3174, Florida Statutes; and

WHEREAS, the Central Florida Tourism Oversight District, pursuant to Ch. 163, Florida Statutes, adopted on July 28, 2010, by Ordinance/Resolution No. 510, a comprehensive plan, known as the "2020 Comprehensive Plan", which was subsequently amended on December 7,

2011, by Ordinance/Resolution No. 531 and on October 26, 2016, by Ordinance/Resolution No. 580, hereinafter collectively referred to as the “Plan;” and

WHEREAS, on May 23, 2025, after due public notice, the Central Florida Tourism Oversight District, sitting as the Planning Board, and the local planning agency, held a public hearing as required by Section 163.3174(4)(a), Florida Statutes, at which the Planning Board considered and approved extensive amendments to the Plan, known as the Comprehensive Plan 2045 and recommended adoption of same; and

WHEREAS, as required by Section 163.3184(3), Florida Statutes, on June 27th, 2025, the Central Florida Tourism Oversight District, held a duly noticed public hearing, on first reading, to consider approval and transmittal of Comprehensive Plan 2045, as well as adoption of this Ordinance/Resolution; and

WHEREAS, as required by Section 163.3184(3), Florida Statutes, on _____, __, 2025, the Central Florida Tourism Oversight District, held a duly noticed public hearing, on second reading, to consider final approval, adoption and enactment of this Resolution and the Comprehensive Plan 2045; and

WHEREAS, the Central Florida Tourism Oversight District, considered all oral and written comments received prior to and during the public hearings; and

WHEREAS, in exercise of its authority under Chapter 2023-5, Laws of Florida and pursuant to Section 163.3184, Florida Statutes, the Board of Supervisors of the Central Florida Tourism Oversight District has determined that it is necessary and advisable to approve and adopt the Comprehensive Plan 2045 and to transmit same to the State Land Planning Agency, Florida Department of Commerce, and other agencies as required under Ch. 163, Florida Statutes.

WHEREAS, the Board of Supervisors finds this Resolution to be in the best interest of the public health, safety and welfare by ensuring the continuation of safe and efficient development within the District;

WHEREAS, the Central Florida Tourism Oversight District has determined that the Comprehensive Plan 2045 complies with the requirements of Chapter 163, Florida Statutes, and that it is necessary and desirable to adopt the Comprehensive Plan 2045 to preserve and enhance present advantages; encourage the most appropriate use of land, water and resources consistent with the public interest; deal effectively with future development; and to meet all applicable legal requirements.

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

SECTION ONE: Recitals. The foregoing recitals are ratified as true and correct and are incorporated herein.

SECTION TWO: Purpose and Intent. This Ordinance/Resolution is enacted to carry out the purpose and intent of, and exercise the authority set out in, Chapters 163 and 166, Florida Statutes, and the provisions of the Chapter 2023-5, Laws of Florida.

SECTION THREE: Title of Amendment. This Amendment to the Plan shall be entitled “Comprehensive Plan 2045.”

SECTION FOUR: Amendment. The Comprehensive Plan 2045 provides extensive amendments to the Plan, including amendments to the Future Land Use Map (FLUM), Future Land Use Element, Transportation Element, Housing Element, Infrastructure Element, Conservation Element, Recreation and Open Space Element, Intergovernmental Coordination Element, and Capital Improvements Element, as well as the creation of a Property Rights Element.

Text shown with strike through lines is hereby deleted and text shown with underlines is hereby added.

SECTION FIVE: Adoption. The Central Florida Tourism Oversight District hereby adopts the Comprehensive Plan 2045, attached hereto as Exhibit “A,” and made a part hereof by reference.

SECTION SIX: Severability. If any provision, or portion of this Ordinance/Resolution is declared by any court of competent jurisdiction to be void, unconditional, or unenforceable, then all remaining provisions and portions of this Ordinance/Resolution remain in full force and effect.

SECTION SEVEN: All ordinances and resolutions or parts of ordinances and resolutions in conflict with this Ordinance/Resolution are hereby repealed to the extent of such conflict.

SECTION EIGHT: Copy Availability

- a. A certified copy of this enacting Ordinance/Resolution, as well as certified copies of the Amendment shall be filed with the Clerk of the Central Florida Tourism Oversight District.
- b. To make the plan available to the public, a certified copy of this enacting Ordinance/Resolution, as well as a certified copy of the Comprehensive Plan 2045 shall be located in the office of Planning and Engineering of the Central Florida Tourism Oversight District and shall be on the District’s website. The District shall also make copies available to the public, upon request, for a reasonable reproduction charge.

SECTION NINE: Effective Date. This Resolution will take effect immediately upon its passage in the manner provided by law. The effective date of this amendment, (referred to herein as Comprehensive Plan 2045) if the amendment is not timely challenged, shall be 31 days after

the State Land Planning Agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the State Land Planning Agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance.

**CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT**

By: _____
Alexis Yarbrough
Chair, Board of Supervisors

ATTESTED:

By: _____
S.C. Kopelousos
District Administrator

Passed and Approved on 1st Reading _____

Passed and Adopted on 2nd Reading _____