



Interoffice Memorandum

December 26, 2023

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

FROM: Joseph C. Kunkel, P.E., Director, Public Works Department

CONTACT PERSON: Jon V. Weiss, P.E., Chairman
Roadway Agreement Committee
PHONE NUMBER: (407) 836-5393

SUBJECT: **January 23, 2024 – Consent Item**
Sustanee Global Transportation Mitigation Term Sheet
Related to Amendment 2023-2-A-5-1

On January 23, 2024, the Board will consider transmittal of 2023-2-A-5-1, a Future Land Map Amendment to Orange County's Comprehensive Plan for the development known as the Sustanee Planned Development ("Sustanee"). Sustanee is located in the Lake Pickett Study Area off Lake Pickett Road and east of the Econlockatchee River, north of The Grow development. FLU 6.9.4 requires a term sheet or other transportation mitigation framework be presented to and reviewed by the Board to ensure a coordinated infrastructure improvement program. This Sustanee Global Transportation Mitigation Term Sheet ("Term Sheet") satisfies the requirements of FLU 6.9.4 and would provide a framework for staff's review of a future Transportation Mitigation Agreement by the County's Roadway Agreement Committee (RAC).

The Term Sheet is based on a traffic study accepted by the County in November 2023. The Term Sheet primarily addresses the project's proposed mitigation plan for roadway improvements needed to accommodate the 1,560 external PM peak hour trips for the Sustanee development that includes 1,800 Single Family Residential Units and 35,000 square feet of Community Center uses. To mitigate the development's impacts to deficient roadways impacted by the project, the Term Sheet provides for a mitigation payment in the amount of \$35,216,555 to be paid according to a payment schedule (which may be in advance of potential transportation impacts of the development), similar in form to a payment schedule approved for The Grow as part of its mitigation agreement. These mitigation funds would be allocated by Orange County to specific road improvements as determined by the County.

The proposed Term Sheet also addresses other County requirements including satisfaction of transportation concurrency and provision of any right-of-way that may be needed from the development. Finally, the Term Sheet addresses the provision of impact fee credits, which would be limited to this project and the award of any credits would not be protected from possible impact fee increases.

The RAC reviewed a version of this Term Sheet, which was modified slightly to reflect a minor reduction in the development program and to be consistent with the final version of the project's traffic study. If 2023-2-A-5-1 is transmitted by the Board, RAC would review a future Transportation Mitigation Agreement which would be presented to the Board at an adoption hearing for consideration of approval.

If you have any questions, please feel free to contact me at 407-836-5393.

ACTION REQUESTED: Acceptance of the Sustanee Global Transportation Mitigation Term Sheet and Board direction for the Roadway Agreement Committee to negotiate terms for a Transportation and Mitigation Agreement. District 5

JCK/JVW/tc

Attachment

SUSTANEE GLOBAL TRANSPORTATION MITIGATION TERM SHEET

Introduction

Development of Sustanee (“**Project**”), a single-family development project composed of multiple parcels of land within the “Lake Pickett” land use designation, will have impact to certain roadways in the proximate road network. This Sustanee Global Transportation Mitigation Sheet (“**Term Sheet**”) outlines those road network impacts associated with the Project, improvements necessary to offset those impacts, the associated costs for the improvements and payment schedule. Attached as **Exhibit “A”** is a map depicting the Project. The technical provisions of this Term Sheet are attached as **Exhibit “B”** (the “**Criteria**”).

At the time of, and in connection with, the County’s adoption of the Future Land Use Map Amendment, bearing application/case number 2023-2-A-5-1, the Owners of the Project shall enter into an agreement with the County (the “**Transportation Mitigation Agreement**”) that substantially conforms with this Term Sheet and must be approved by County. The terms of the Transportation Mitigation Agreement shall control in the event of a conflict with this Term Sheet.

Transportation Analysis

1. A transportation analysis was conducted for the Sustanee PD by Traffic & Mobility Consultants dated October 2023 and identified under Project № 21041.3, v.2.0. The transportation analysis was accepted by Orange County on or about November 27, 2023 and is on file with the Orange County Transportation Planning Division.
2. PM peak hour trip generation rates (“**Rates**”) have been derived using the 11th Edition ITE Trip Generation Manual (the “**Manual**”) with consensus between County and the Project’s traffic engineer regarding methodology. These Rates shall be used to determine Rates for the Project throughout the term of the Project’s corresponding Transportation Mitigation Agreement without regard to the publication of subsequent editions of the Manual and without use of future alternative trip generation equations, calculations, or reductions (specifically including, but not limited to, internal capture, pass-by traffic, and mode split). The Rates for the Project are set forth in the Project’s Criteria. Rates for land uses not listed in the Project’s Criteria shall be based on the Manual, subject to County approval of the methodology for determining such Rates.
3. The Project shall be assigned 1,560 PM peak hour trips (“**Trips**”) equal to the Trips projected for the build-out development program for the Project. The current proposed development program and the associated Trips for the Project are set forth in the Criteria. Subject to applicable land use criteria and density limitations consistent with the terms of the planned development zoning, land use conversions can occur based on trip equivalencies using the Rates in the respective Criteria.
4. The cost for roadway improvements required to mitigate the Project’s offsite impacts are identified in the Project’s Criteria and are depicted on the attached **Exhibit “B”**.
5. The Owner(s) will mitigate the Project’s impacts to the road network for the Project and surrounding area by means of payments to Orange County to off-set transportation impacts (“**Transportation Mitigation**”).

Transportation Mitigation and Impact Fee Credits

6. The total Transportation Mitigation payment ("**Payment**"), calculated in **Exhibit "B"** shall be the final and binding calculation of the amount Owner(s) are required to pay through the buildout of the Project as it exists on the date of acceptance of this Term Sheet by the Board of County Commissioners ("**Acceptance Date**").
7. The County shall establish an impact fee account for the Project and award transportation impact fee credits in accordance with Chapter 23, Orange County Code ("**Impact Fee Credits**") dollar-for-dollar in the amount of the Payment.
8. The Payment shall be made directly to the County in installments by the dates and / or timeframes specified in the table below. In the event that the initial installment of the Payment is not made within two (2) years of the effective date of the Transportation Mitigation Agreement, the County may elect to re-calculate the Project's Transportation Mitigation costs based upon the then-current lane-mile cost, thereby adjusting the Payment to account for the County's updated average roadway construction costs.

Payment #	Percentage	Amount:	"Pay By" Date (irrespective of what trips have been utilized):	Phase Trips
1	10%	\$3,521,655.50	Approval of the first Preliminary Subdivision Plan for the Project	0 Trips
2	10%	\$3,521,655.50	Final Engineering and Construction Plan Approval of the first Preliminary Subdivision Plan for the Project	312 Trips
3	20%	\$7,043,311.00	On or before one year after Payment #2	312 Trips
4	20%	\$7,043,311.00	On or before one year after Payment #3	312 Trips
5	20%	\$7,043,311.00	On or before one year after Payment #4	312 Trips
6	20%	\$7,043,311.00	On or before one year after Payment #5	312 Trips
TOTALS	100%	\$35,216,555.00		1,560 Trips

9. Through compliance with the terms and conditions of the Transportation Mitigation Agreement, County shall deem satisfied: (i) all County transportation concurrency requirements; (ii) any other existing County mobility requirements; and (iii) any other County ordinance or administrative regulation enacted in the future, which is intended to satisfy or fulfill the same purpose as the County's concurrency requirements, for a particular phase of the Project as it exists on the Acceptance Date, once the Payment is made for that phase until build out of the Project as set forth in the table above in Section 8 of this Term Sheet. There shall be no penalty for early or accelerated installment Payments. Once installments of the Payment are made by the Owner(s) to the County, impact fee credits shall be assigned to the Owner by the County, and the installments of the Payment shall be non-refundable.
10. The transportation impact fee due the County at time of building permit shall be based on the then-current transportation impact fee rate. The Owner(s) waive their rights (if any) regarding protection from increased transportation impact fee rates. This statement is not intended to assert or imply that any such rights exist or will exist.
11. Impact Fee Credits may only be used to offset transportation impact fees due for the Project. The Owner(s) waive their rights (if any) regarding the ability to assign and transfer Impact Fee Credits from the Project to any other project or parcel within the same impact fee zone.
12. The County may utilize the Payment for transportation improvements as it determines in its sole discretion within Transportation Impact Fee Zone 2.
13. The developer of the Project shall coordinate with the County through build out of the Project and hereby agrees to provide right-of-way needs for transportation improvements ("**ROW Needs**") in exchange for impact fee credits pursuant to a transportation impact fee agreement ("**Transportation Impact Fee Agreement**"). The Transportation Impact Fee Agreement shall be approved at or prior to the time of approval of the first Preliminary Subdivision Plan for the Project. For purposes of this Section 13 of the Term Sheet, ROW Needs shall include approximately 100' along Lake Pickett Road and other roadways, pedestrian walkways and drainage facilities needed to support the Project's impacts to the road network for the Project and surrounding area.

EXHIBIT "A"
The Project and Surrounding Road Network



EXHIBIT "B"
Sustanee Criteria ("Criteria")

Project Trip Generation Rates

<u>Land Use</u>	<u>Trip Rate</u>
Single-Family	0.84 / d.u.
Community Center	2.50 / k.s.f.

Project Development Program and Trip Requirements

<u>Development Program</u>	<u>Number of Units</u>	<u>Units</u>	<u>Trips at Build-out</u>
Single-Family (detached)	1,800	d.u.	1,504
Community Center	35,000	sq. ft.	88
Total PM Peak Trips			1,592
Internal Capture Reduction		(1.9%)	(32)
Total External PM Peak Trips			1,560

Project Transportation Mitigation and Impact Fee Projection

The Project's transportation mitigation requirement is \$35,216,555.00 as detailed in the Transportation Analysis. The following roadways are impacted by the Project:

Chuluota Road – Colonial Drive to Seminole County Line

Colonial Drive – Woodbury Road to Chuluota Road

Lake Pickett Road – Colonial Drive to East Road (Note: East Road, the project's eastern access point, has yet to be constructed)

McCulloch Road – Lockwood Boulevard to N. Tanner Road

The Project's transportation impact fee projection is estimated to be \$25,130,470, as detailed in the Transportation Analysis.