



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32802-1393

Legislation Text

File #: 25-470, **Version:** 1

Interoffice Memorandum

DATE: March 5, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

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

CONTACT: Brian R. Sanders, Manager

PHONE: (407) 836-8022

DIVISION: Transportation Planning Division

ACTION REQUESTED:

Approval and execution of Transportation Impact Fee Agreement regarding an Alternative Impact Fee Calculation for Orlando Health, Inc. - Waterford Lakes by and between Orlando Health, Inc. and Orange County. District 4. **(Transportation Planning Division)**

PROJECT: N/A

PURPOSE:

On August 22, 2024, the Alternative Impact Fee Committee approved the alternative transportation impact fee calculation and variables for Orlando Health - Waterford Lakes.

Variables	Alternative Impact Study Free Standing Emergency Department (FSED)	Ordinance Rate Medical/Dental Office
Trip Generation Rate per 1,000sf	13.72	34.12
Trip Length (miles)	9.51	6.94
Percent New Trips	100%	89%
Limited Access Discount Factor	47.9%	36.1%

The Alternative Transportation Impact Fee utilizing the above variables is \$15,206.19 per thousand square feet. This rate differs from the applicable ordinance rate of \$33,099 per thousand square feet (per Ordinance Rate Schedule of September 8, 2023).

The Alternative Impact Fee Committee requests the approval of the Transportation Impact Fee Agreement regarding an Alternative Impact Fee Calculation between Orange County and Orlando Health - Waterford Lakes. Additionally, Orlando Health - Waterford Lakes shall pay the County \$37,426.96 for future monitoring for this site. This fee will be used to conduct a follow-up study of the trip generation, trip length, new trips characteristics of the above referenced site, and limited access discount factor as provided for in the Alternative Impact Fee Agreement. This Agreement has been approved in form by the County Attorney's Office and Risk Management.

BUDGET: N/A

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

BCC Mtg. Date: March 25, 2025

Thomas R. Harbert, Esq.
Dinsmore & Shohl, LLP
225 E. Robinson Street, Suite 600
Orlando, FL 32801

Parcel ID (s): **28-22-31-9388-01-000**

**TRANSPORTATION IMPACT FEE AGREEMENT
REGARDING AN ALTERNATIVE IMPACT FEE CALCULATION
FOR ORLANDO HEALTH, INC. – WATERFORD LAKES**

This TRANSPORTATION IMPACT FEE AGREEMENT REGARDING AN ALTERNATIVE IMPACT FEE CALCULATION FOR ORLANDO HEALTH, INC. – WATERFORD LAKES (the “Agreement”), effective as of the latest day of execution (the “Effective Date”), is made and entered into by and between Orlando Health, Inc. with a principal place of business at 1414 Kuhl Avenue, Orlando, FL 32806-2008 (“Owner”), and Orange County, a charter county and political subdivision of the State of Florida, with a mailing address at c/o County Administrator, P.O. Box 1393, Orlando, FL 32802-1393 (“County”).

WITNESSETH:

WHEREAS, Owner holds fee simple title to certain real property, as generally depicted on Exhibit “A,” and more particularly described on Exhibit “B,” both of which are attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, Owner intends to develop all or a portion of the Property as a Free Standing Emergency Department (FSED) 17,067 square feet (13,630 square feet FSED and 3,437 square feet of shell space), known as Orlando Health – Waterford Lakes (“the Project”); and

WHEREAS, pursuant to section 23-93 of the Orange County Code (the “Alternative Transportation Impact Fee Code”) and Orange County Administrative Regulations 4.01 and 4.02, as all may be amended, Owner conducted an alternative transportation impact fee traffic study (the “Study”) and submitted the Study (ARIF-24-06-005) to County prior to the issuance of any building permit for the Project; and

WHEREAS, Owner calculated an alternative transportation impact fee (the “Alternative Impact Fee Calculation”) in accordance with the formula set forth in section 23-93 of the Orange County Code; and

WHEREAS, on August 22, 2024, County conditionally accepted Owner’s Alternative Impact Fee Calculation with the following results: Average Daily Trip Generation Rate of 13.72 trip(s) per 1,000 square feet;

Percentage of New Trips at 100%; LADF of 47.9%; and Assessable Trip Length of 9.51 mile(s), as all such terms are defined in the Alternative Impact Fee Code; and

WHEREAS, pursuant to the Alternative Transportation Impact Fee Code, the parties are required to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration exchanged by and between County and Owner, the receipt and sufficiency of which are hereby acknowledged, the parties hereto stipulate and agree as follows:

1. ***Recitals.*** The above recitals are true and correct and are incorporated herein by this reference.
2. ***Conditional Acceptance of Alternative Impact Fee Calculation.*** Subject to sections 3 and 4 of this Agreement, County conditionally accepts the Alternative Impact Fee calculation submitted by Owner.

3. ***Monitoring.***

(a) Pursuant to Section 23-93(h) of the Alternative Transportation Impact Fee Code, within the applicable time frame, County shall conduct, or shall have begun to conduct, “monitoring.” For purposes of this Agreement, the term “monitoring” shall mean (i) taking machine traffic counts and/or manual traffic counts at all entrances and exits to and from the Project for five (5) consecutive days, excluding legal holidays, and/or (ii) conducting surveys for five (5) consecutive days to determine trip length and/ or percentage of new trips associated with the Project. Such monitoring may be conducted by County or by an authorized agent acting on behalf of County only after five business days notice is given to Owner.

(b) Contemporaneously with Owner’s execution and submittal of this Agreement, Owner shall deliver a check to County in the amount of \$37,426.96 (thirty-seven thousand four hundred twenty-six dollars and ninety-six cents) to cover County’s cost of conducting monitoring pursuant to paragraph 3 (a) (“Monitoring Fees”). The check shall be made payable to “Orange County Board of County Commissioners” and shall be brought to the Fiscal and Operational Support Division of the Planning, Environmental, and Development Services Department. Upon payment of the Monitoring Fees to County, no further Monitoring Fees shall be owed by Owner to County under this Agreement.

(c) If the monitoring performed by County, or by its authorized agent on behalf of County, results in any additional transportation impact fee, Owner shall pay the difference between the amount of transportation

impact fees paid pursuant to the Alternative Traffic Impact Fee Calculation conditionally accepted by County under section 2 above, and any additional fee shown to be owing (the “Additional Impact Fee”).

(d) Owner shall pay the Additional Impact Fee to County no later than thirty (30) days following written demand by County (the “Additional Impact Fee Payment Due Date”). Owner shall pay to County, by certified cashier’s check or wire transfer, the Additional Impact Fee, plus interest from the Additional Impact Fee Payment Due Date until the date of payment, at the interest rate in effect on the Additional Impact Fee Payment Due Date, as established quarterly by the Comptroller of the State of Florida for judgments and decrees, pursuant to section 55.03, Florida Statutes, as may be amended.

(e) Any Additional Impact Fee owed shall be calculated using the cost variables found in the Alternative Transportation Impact Fee Code existing on the Effective Date and the monitoring variables that result from County’s monitoring.

(f) If monitoring by County results in a decreased total impact fee, Owner shall not be entitled to any refund.

(g) Once paid to County, the Alternative Impact Fee, Monitoring Fees, and/or Additional Impact Fee are all non-refundable.

4. ***Expansion of Development.*** This Agreement is effective only for the limits and scope of the Project as identified, described, and approved by County as of the Effective Date. In the event the Project expands or is altered after the Effective Date, Owner, its successors, and assigns shall be subject to County’s usual process, which may include payment of an additional impact fee pursuant to the fee schedule set forth in section 23-92 of the Orange County Code, as may be amended from time to time.

5. ***Successors and Assigns.*** This Agreement shall be binding upon, and shall inure to the benefit and burden of, the heirs, legal representatives, successors, and assigns of the parties and shall run with Property and be binding upon the successors and assigns of Owner and upon any person, firm, corporation, or entity who may become a successor in interest to Property.

6. ***Notices.*** Any notice delivered with respect to this Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States Mail, postage prepaid, certified mail, return

receipt requested, addressed to the person at the address set forth opposite the party's name below, or at such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

As to Owner: Orlando Health, Inc.
1414 Kuhl Avenue, MP 71
Orlando, FL 32806-2008

With a copy to: Thomas R. Harbert, Esq.
Dinsmore & Shohl, LLP
225 E. Robinson Street, Suite 600
Orlando, FL 32801

As to County: Director, Orange County Public Works Department
4200 South John Young Parkway
Orlando, Florida 32839

With copies to: Orange County Public Works Department
Manager, Transportation Planning Division
4200 South John Young Parkway
Orlando, Florida 32839

Orange County Planning, Environmental,
and Development Services Department
Manager, Fiscal and Operational Support Division
201 South Rosalind Avenue
Post Office Box 1393
Orlando, FL 32802-1393

7. ***Recordation of Agreement.*** Owner shall record this Agreement in the Public Records of Orange County, Florida, at Owner's expense, no later than thirty (30) business days after the Effective Date.

8. ***Applicable Law.*** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and in accordance with the Orange County Code.

9. ***Specific Performance.*** County and Owner shall each have the right to enforce the terms and conditions of this Agreement only by an action for specific performance. Notwithstanding the foregoing

statement, nothing herein precludes County from imposing a lien(s) against the Property for non-payment of impact fees. Venue for any action(s) initiated under or in connection with this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

10. ***Attorney Fees, Legal fees.*** In the event either party hereto brings an action or proceeding, including any counterclaim, cross-claim, or third party claim, against the other party arising out of this Agreement, each party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney and other legal fees.

11. ***Amendment.*** No amendment, modification, or other change to this Agreement shall be binding upon the parties unless in writing and executed by all the parties hereto.

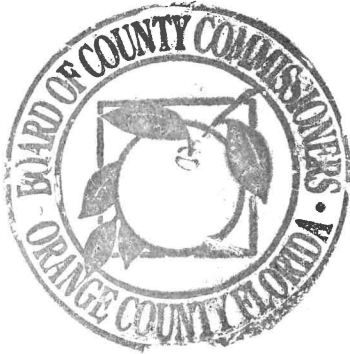
12. ***Construction of Agreement.*** Captions of the sections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

13. ***Counterparts.*** This Agreement may be executed in up to two (2) counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument.

14. ***Termination; Effect of Annexation.*** This Agreement shall remain in effect so long as the Property remains in unincorporated Orange County, Florida, unless the Parties terminate it in writing. If any portion of the Property is proposed to be annexed into a neighboring municipality, and out of the unincorporated areas, County may, in its sole discretion, terminate this Agreement upon notice to the Owner.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, County and Owner have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.



COUNTY
ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *B. L. Demings*
Jerry L. Demings
Orange County Mayor

Date: *25 March 2025*

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Jennifer Lara-Klimetz*
for Deputy Clerk

Print name: Jennifer Lara-Klimetz

Florida Not for Profit Corporation

By: Matthew S. Taylor
Print Name: Matthew S. Taylor
Title: Senior Vice President, Asset Strategy

Title: Senior Vice President, Asset Strategy

Title: Senior Vice President, Asset Strategy

11/10/2

Print Name: Melissa Battles

Suby

Print Name: Sharon Subryan

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING instrument was acknowledged before me ✓ in person or ___ via online notarization by Matthew S. Taylor as Sr Vice President, Asset Strategy of Orlando Health, Inc., a Florida not for profit corporation, who is known by me to be the person described herein, this 19th day of February _____, 2025. He/she is personally known to me or has produced _____ (type of identification) as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of February, 2025.

NOTARY PUBLIC

Print Name: Denna J. Salmary
My Commission Expires: 05/23/2026

DONNA J. SATMARY
Notary Public
State of Florida
Comm# HH267218
Expires 5/23/2026

Exhibit “A”

PROJECT LOCATION MAP



Exhibit “B”

**Orlando Health FSED – Waterford Lakes
Parcel ID Number: 28-22-31-9388-01-000
Legal Description for the Property:**

Lot 1, WOODLAND LAKES SIX, according to the Plat thereof, as recorded in Plat Book 65, Page 17 and 18, Public Records of Orange County, Florida.

LESS AND EXCEPT the land conveyed to Colonial Bank, N.A., by the Special Warranty Deed recorded in Official Records Book 8791, Page 890, Public Records of Orange County, Florida, described as follows:

A portion of Lot 1, WOODLAND LAKES SIX, according to the Plat thereof, as recorded in Plat Book 65, Pages 17 and 18, of the Public Records of Orange County, Florida, more particularly described as follows:

From the Northeast corner of the Southeast Quarter of Section 28, Township 22 South, Range 31 East, Orange County, Florida, run South 00 degrees 15 minutes 29 seconds East, 182.50 feet along the East boundary of said Southeast Quarter to a point on the Southerly right of way line of Lake Underhill Road as described and recorded in Official Records Book 3412, Page 60, Public Records of Orange County, Florida; thence run South 89 degrees 32 minutes 19 seconds West, 60.00 feet along said Southerly right of way line to a 4" x 4" concrete monument with disc stamped "LS 1585 LS 1819 LS 3186"; thence run South 00 degrees 15 minutes 20 seconds East, 79.59 feet to a 4" x 4" concrete monument with disc stamped "LS 1585 LS 1819 LS 3186" at the Northeast corner of that certain parcel of land as described and recorded in Official Records Book 3966, Page 789, Public Records of Orange County, Florida; thence run South 89 degrees 48 minutes 03 seconds West, 348.48 feet to a 4" x 4" concrete monument with disc stamped "LS 1585 LS 1819 LS 3186" at the Northwest corner of said parcel of land; thence run South 00 degrees 15 minutes 29 seconds East, 257.38 feet along the West boundary of said parcel of land and the Southerly prolongation thereof to a nail and disc stamped "JWG LB 1", said 4" x 4" concrete monument being a point on a non tangent curve concave Southeasterly and having a radius of 1167.00 feet; thence from a tangent bearing of South 83 degrees 12 minutes 58 seconds West, run Southwesterly 313.38 feet along the arc of said curve through a central angle of 15 degrees 23 minutes 10 seconds to a 4" x 4" concrete monument with disc stamped "JWG LB1" at the end of said curve; thence run South 67 degrees 49 minutes 48 seconds West, 367.87 feet to a 4" x 4" concrete monument with disc stamped "JWG LB1"; thence run North 00 degrees 56 minutes 29 seconds West, 228.85 feet to a 4" x 4" concrete monument with disc stamped "JWG LB1 PRM PCP" at the POINT OF BEGINNING; thence run North 89 degrees 03 minutes 31 seconds East, 215.01 feet to a 4" x 4" concrete monument with disc stamped "JWG LB1 PRM PCP"; thence run North 00 degrees 56 minutes 29 seconds West, 306.105 feet to a 4" x 4" concrete monument with disc stamped "JWG PRM PCP" at a point on the aforesaid Southerly right of way line; thence run South 87 degrees 37 minutes 46 seconds West, 215.08 feet along said Southerly right of way line nail and disc stamped "JWG LB1"; thence run South 00 degrees 56 minutes 29 seconds East, 300.74 feet to the POINT OF BEGINNING.

TOGETHER WITH THOSE EASEMENTS APPURTENANT TO THE SUBJECT PROPERTY AS DESCRIBED IN THAT CERTAIN RECIPROCAL Non-Exclusive Drainage and Utility Easement Agreement by and between Lockheed Martin Corporation, as Grantor, and First Team Properties, LLC, as Grantee, DATED APRIL 22, 2005 AND RECORDED ON MAY 2, 2005 IN OFFICIAL RECORDS BOOK 7947, PAGE 1145 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

AND TOGETHER WITH THOSE EASEMENTS APPURTENANT TO THE SUBJECT PROPERTY AS DESCRIBED IN THAT CERTAIN NON-EXCLUSIVE UTILITY EASEMENT AGREEMENT by and between Lockheed Martin Corporation, as Grantor, and First Team Properties, LLC, as Grantee, DATED APRIL 22, 2005 AND RECORDED ON MAY 2, 2005 IN OFFICIAL RECORDS BOOK 7947, PAGE 1123 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

AND TOGETHER WITH THOSE EASEMENTS APPURTENANT TO THE SUBJECT PROPERTY AS DESCRIBED IN THAT CERTAIN Non-Exclusive Reciprocal Access Easement Agreement by and between Lockheed Martin Corporation and First Team Properties, LLC DATED APRIL 22, 2005 AND RECORDED ON MAY 2, 2005 IN OFFICIAL RECORDS BOOK 7947, PAGE 1132 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

AND TOGETHER WITH THOSE EASEMENTS APPURTENANT TO THE SUBJECT PROPERTY AS DESCRIBED IN THAT CERTAIN Declaration of Master Covenants and Restrictions for Woodland Lakes recorded in Official Records Book 6083, Page 3443, and as supplemented in Official Records Book 6417, Page 6200 of the Public Records of Orange County, Florida, as further supplemented by that certain Supplemental Declaration executed by Lockheed Martin Corporation, as Developer, dated April 22, 2005 and recorded on MAY 2, 2005 in Official Records Book 7947, Page 1075 of the Public Records of Orange County, Florida.

AND TOGETHER WITH THOSE EASEMENTS APPURTENANT TO THE SUBJECT PROPERTY AS DESCRIBED IN THAT CERTAIN Declaration of Reciprocal Non-Exclusive Easements executed by First Team Properties, LLC, as Owner, dated August 17, 2005 and recorded on November 18, 2005 in Official Records Book 08312 at Pages 1613 et seq. of the Public Records of Orange County, Florida.