



Orange County Government

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

Legislation Text

File #: 25-535, **Version:** 1

Interoffice Memorandum

DATE: March 19, 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 (Transfer) for Exclusive Hoops, LLC by and between Exclusive Hoops, LLC, Vista Business Center Condominium Association, Inc., and Orange County. District 4. **(Transportation Planning Division)**

PROJECT: N/A

PURPOSE:

On February 13, 2025, the Alternative Impact Fee Committee approved the alternative transportation impact fee calculation (transfer) and variables for Exclusive Hoops, LLC.

Variables	Alternative Impact Study Basketball Training Facility	Ordinance Rate Raquet/Tennis Club
Trip Generation Rate per 1,000sf	4.93	19.70
Trip Length (miles)	8.26	5.41
Percent New Trips	100%	94%

Limited Access Discount Factor	36.3%	36.3%
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The Alternative Transportation Impact Fee utilizing the above variables is \$5,132.75 per thousand square feet. This rate differs from the applicable ordinance rate of \$15,731.57 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, Vista Business Center Condominium Association, Inc., and Exclusive Hoops, LLC. Additionally, Exclusive Hoops, LLC shall pay the County \$14,041.54 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 Division.

BUDGET: N/A

BCC Mtg. Date: April 22, 2025

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Michael Williams
5722 Young Pine Road, Suite 120
Orlando, FL 32829

Parcel ID (s): 16-23-31-2140-00-001

**TRANSPORTATION IMPACT FEE AGREEMENT
REGARDING AN ALTERNATIVE IMPACT FEE CALCULATION
(TRANSFER) FOR EXCLUSIVE HOOPS, LLC**

This TRANSPORTATION IMPACT FEE AGREEMENT REGARDING AN ALTERNATIVE IMPACT FEE CALCULATION (TRANSFER) FOR EXCLUSIVE HOOPS, LLC (the “Agreement”), effective as of the latest day of execution (the “Effective Date”) is made and entered into by and between EXCLUSIVE HOOPS, LLC, a Florida limited liability company, with a principal place of business at 5722 Young Pine Road, Suite 120, Orlando, FL 32829 (“Tenant”), VISTA BUSINESS CENTER CONDOMINIUM ASSOCIATION, INC., a Florida incorporation, with a principal place of business at 5722 Young Pine Road, Suite 170, Orlando, FL 32829 (“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 <type of project, 6,000 square feet, known as Exclusive Hoops, LLC (“the Project”); and

WHEREAS, pursuant to section 23-93 of the Orange County Code (the “Code”), Alternative Impact Fee Study Number ARIF-24-08-001 (“Alternative Impact Fee Study”) for a substantially similar project, Winter Park Volleyball Club was submitted to County in accordance with the Transportation Impact Fee Agreement Regarding an Alternative Impact Fee Calculation For Winter Park Volleyball Club which was approved by the Orange County Board of County Commissioners on January 7, 2025 and recorded at Official Records Doc# 20250022175 Public Records of Orange County, Florida; 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, the Orange County Impact Fee Committee approved transfer of the aforementioned study to the Project which is the subject of this Agreement; and

WHEREAS, on January 23, 2025, County conditionally accepted Owner’s Alternative Impact Fee Calculation with the following results: Average Daily Trip Generation Rate of 4.963 trip(s) per 1,000 square feet; Percentage of New Trips at 100%; LADF of 36.3; and Assessable Trip Length of 8.26 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 Traffic 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.

(b) Contemporaneously with Owner’s execution and submittal of this Agreement, Owner shall deliver a check to County in the amount of Fourteen Thousand Forty-One Dollars and fifty-four cents (\$14,041.54) 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. Owner shall pay to County, by certified

cashier's check, the Additional Impact Fee, plus interest from the date impact fees were due until the date of demand, at the interest rate in effect on the date the monitoring is completed, 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 Alternative 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. ***Early termination, renewal.*** This Agreement shall automatically terminate if Owner has not applied for and received permits for vertical construction of the Project within three (3) years of the Effective Date (the "Early Termination Date"), except that the parties may execute an amendment renewing the term of this Agreement for no more than three (3) years beyond the anticipated Early Termination Date.

6. ***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.

7. **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: Vista Business Center Condominium Association, Inc.
Young Pine Road, Suite 170
Orlando, FL 32829
{Telephone}

With a copy to: Exclusive Hoops, LLC
5722 Young Pine Road, Suite 120
Orlando, FL 32829

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

Planning, Environmental, and
Development Services Department
Manager, Fiscal and Operational Support Division
201 South Rosalind Avenue, 2nd Floor
Post Office Box 1393
Orlando, FL 32802-1393

8. **Recordation of Agreement.** The parties hereto agree that this Agreement shall be recorded in the Public Records of Orange County, Florida, at Owner's expense, within ten (10) business days of the Effective Date.

9. ***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.

10. ***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, with interest continuing to accrue until the date of payment in full to County. 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.

11. ***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 fees attorney and other legal fees.

12. ***Amendments.*** 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.

13. ***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.

14. ***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.

15. ***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: *Brynn W. Brooks*
for Jerry L. Demings
Orange County Mayor

Date: *22 April 2025*

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

By: *[Signature]*
Deputy Clerk

Print name: *DAVID ROONEY*

OWNER

Vista Business Center Condominium Association, Inc.

By: Matthew K.
{Name of signatory} OWNER
{Title (if applicable)}

Date: 03/27/25

WITNESSES:

Tammy Green
Print Name: Tammy Green

Heather L. L.
Print Name: Heather L. L.


STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING instrument was acknowledged before me ☒ in person or ☐ via online notarization by Matthew KASU, as OWNER of Vista Business Center, Inc. a person who is known by me to be the person described herein, this 27 day of March, 2025. S/he is personally known to me or has produced Florida Driver License (type of identification) as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 27 day of March, 2025.

NOTARY PUBLIC

Print Name: Learn T. Dillon
My Commission Expires: 02/22/2026

 Learn T Dillon
Notary Public
State of Florida
My Commission Expires 02/22/2026
Commission No. HH 232235

TENANT
Exclusive Hoops, LLC

By: [Signature]
{Name of signatory}
{Title (if applicable)} owner

Date: 03-31-2025

WITNESSES:

[Signature]
Print Name: Sherry Armstrong

[Signature]
Print Name: Linda Arango

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING instrument was acknowledged before me ☒ in person or ☐ via online notarization by Michael Williams, as Owner of Exclusive Hoops LLC, a Person who is known by me to be the person described herein, this 31st day of March, 2025. S/he is personally known to me or has produced Florida DL (type of identification) as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 31st day of March, 2025.

[Signature]
NOTARY PUBLIC
Print Name: Lita All
My Commission Expires: 12/05/2028



LITA ALL
Notary Public
State of Florida
Comm# HH614694
Expires 12/5/2028

Exhibit "A"

PROJECT LOCATION MAP



Exhibit "B"

EXCLUSIVE HOOPS, LLC

16-23-31-2140-00-001

Legal Description for the Property:

VISTA BUSINESS CENTER CONDOMINIUM 20220602598 UNIT 120