



**AGENDA REPORT**  
**January 8, 2019**

**Second Public Hearing Re: Approval of the First Amendment to M35  
Developer's Agreement (District 3)**

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**SUBJECT:**

Second Public Hearing Re: Approval of the First Amendment to the Traffic Concurrency and Traffic Impact Fee Credit Agreement between Benchmark Melbourne 35 Associates Limited Partnership, City of West Melbourne and Brevard County. The first public hearing was held on December 18, 2018.

**FISCAL IMPACT:**

The amount of the transportation impact fee credit will not be changed by this amendment to the Agreement. The City of West Melbourne will not receive \$441,877.00 in transportation impact fees that will instead be used to reimburse the developer for costs associated with donating right-of-way for Hollywood Boulevard in West Melbourne.

**DEPT/OFFICE:**

Planning and Development

**REQUESTED ACTION:**

It is requested that the Board consider approval of this First Amendment to the Traffic Concurrency and Traffic Impact Fee Credit Development Agreement between Brevard County, Benchmark Melbourne 35 Associates Limited Partnership and the City of West Melbourne; authorize the Chairman to execute the agreement on behalf of Brevard County; and authorize the Budget Office to execute any budget change requests necessary to implement the project.

**SUMMARY EXPLANATION and BACKGROUND:**

On March 19, 2013 and April 2, 2013 the Board of County Commissioners approved a Developer's Agreement vesting Benchmark Melbourne 35 Associates, Limited Partnership for the traffic impacts associated with a 114 hotel room and 174,500 square feet of commercial/retail space development on Hollywood Boulevard in West Melbourne. In exchange for donating property owned by Benchmark Melbourne 35 Associates Limited Partnership for use as public road right-of-way for Hollywood Boulevard, they received a transportation impact fee credit of \$441,877.00.

The first amendment to that agreement increases the number of hotel rooms from 114 to 260 while decreasing the amount of commercial/retail space from 174,500 to 133,100 square feet. A new traffic study prepared by Lassiter Transportation Group, Inc.

concluded that the external traffic generated by the change in land use densities will remain within the 5,483 trips vested by the original agreement.

Staff Contact: Stephen M. Swanke, extension 52739

**CLERK TO THE BOARD INSTRUCTIONS:**

Execute the attached agreement on behalf of Brevard County and return it to Planning & Development for recording.

**ATTACHMENTS:**

**Description**

- **First Amendment to the M35 Developer's Agreement**

**GRAY ROBINSON**  
ATTORNEYS AT LAW

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MELBOURNE, FLORIDA 32901  
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NAPLES  
ORLANDO  
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PHILIP.NOHRR@GRAY-ROBINSON.COM

October 19, 2018

Jad Brewer, Assistant County Attorney  
Office of the County Attorney  
Brevard County, Florida  
2725 Judge Fran Jamieson Way  
Viera, Florida 32940

**Re: First Amendment to the Traffic Concurrency and  
Traffic Impact Fee Credit Development Agreement**

Dear Jad:

Enclosed please find the original First Amendment that has been signed by both the developer and the City of West Melbourne. I believe the document is ready for approval by the Board of County Commissioners and would ask that you submit it for approval and signing by the County. Once the signing is finalized please return it to me and I will record it and provide you with a copy of the recorded Amendment for your files. Please contact me with any questions.

Very truly yours,



Philip F. Nohrr

PFN:ads  
Enclosure



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Tammy.Rowe@brevardclerk.us

January 9, 2019

**MEMORANDUM**

TO: Tad Calkins, Planning and Development Director                      Attn: Stephen Swanke

RE: Item H.1., Second Public Hearing for Approval of the First Amendment to M35  
Developer's Agreement

The Board of County Commissioners, in regular session on January 8, 2019, conducted the second public hearing and approved the First Amendment to the Traffic Concurrency and Traffic Impact Fee Credit Development Agreement between Brevard County, Benchmark Melbourne 35 Associates Limited Partnership, and the City of West Melbourne; authorized the Chair to execute the Agreement; and authorized the Budget Office to execute any budget change requests necessary to implement the project. Enclosed is a fully-executed Agreement.

**Upon recordation, please return a fully-executed Agreement to this office for inclusion in the official minutes.**

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*Tammy Rowe*

Tammy Rowe, Deputy Clerk

/kp

Encl. (1)

cc: Contracts Administration  
Finance  
Budget

**FIRST AMENDMENT TO THE TRAFFIC CONCURRENCY AND TRAFFIC IMPACT  
FEE CREDIT DEVELOPMENT AGREEMENT**

**THIS FIRST AMENDMENT TO TRAFFIC CONCURRENCY AND TRAFFIC IMPACT  
FEE CREDIT DEVELOPMENT AGREEMENT** is hereby entered into this 8 day of  
JANUARY, 2019 by and between **BENCHMARK MELBOURNE 35  
ASSOCIATES LIMITED PARTNERSHIP**, a foreign limited partnership, registered to do  
business in the State of Florida, whose address is 4053 Maple Road, Amherst, NY 14226  
(hereinafter referred to as "Developer"); **CITY OF WEST MELBOURNE, FLORIDA**, a  
municipal corporation, whose address 2285 Minton Road, West Melbourne, Florida 32904  
(hereinafter referred to as "City"); and the **BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY FLORIDA**, a political subdivision of the State of Florida, whose  
address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, (hereinafter referred to as  
"County"), and is based on the following premises:

**RECITALS:**

**WHEREAS**, on April 2, 2013, Developer, County, and City entered into the Traffic  
Concurrency and Traffic Impact Fee Credit Development Agreement ("Agreement"), which  
Agreement was recorded in Official Records Book 6852, at Page 1866 of the Public Records of  
Brevard County on April 14, 2013; and

**WHEREAS**, Exhibit "1" to the Agreement is a Traffic Technical Memorandum  
("TTM") which states that the Project will generate 5,483 new external trips; and

**WHEREAS**, Developer wishes to increase the number of hotel rooms from 114 to 260  
rooms, and decrease the square footage from 179,000 square feet for shopping center to 133,100  
square feet; and

**WHEREAS**, a revised TTM under date of August 14, 2018 has been prepared by  
Lassiter Transportation Group, Inc. for the Project, which states that the net external trip  
generation for the rebalance of the land uses will remain within the 5,483 trips vested in the  
Agreement; and

WHEREAS, the revised TTM of August 14, 2018 has been approved by the County and City;

WHEREAS, the Developer is seeking approvals from the City and County to increase the hotel units to 260 and decrease the shopping center square footage from 179,000 to 133,100 square feet as set forth herein.

**NOW THEREFOR THE PARTIES AGREE AS FOLLOWS:**

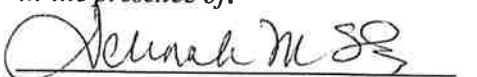
1. **Recitals.** The above recitals are hereby incorporated and made a part of this Agreement.

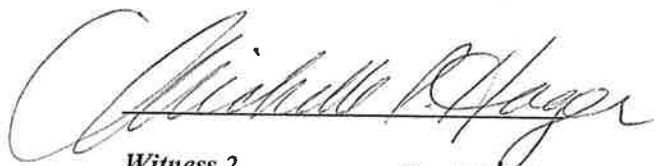
2. **Technical Memorandum Provision.** The City and County agree that the TTM of August 14, 2018 as set forth in Exhibit "1" attached and incorporated herein shall replace the Traffic Technical Memorandum of October 18, 2012, and the Project as defined in the Agreement is changed to consist of up to 260 hotel rooms and 133,100 square feet of shopping center.

3. **Validity.** The parties agree that all of the terms and conditions contained within the Agreement not in conflict with this First Amendment shall remain in full force and effect and remain binding on the parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed and their corporate seals affixed as of the day and year first above written.


*Signed, sealed and delivered  
in the presence of:*

  
Witness 1  
Deborah M Shatz  
Print Name of Witness 1

  
Witness 2  
Michelle P. Hager  
Print Name of Witness 2


**DEVELOPER:**

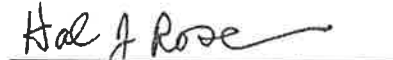
**BENCHMARK MELBOURNE 35  
ASSOCIATES, LIMITED PARTNERSHIP,  
a Delaware limited partnership by  
Benchmark Blue Ash Properties, a  
Delaware Corporation, its General Partner**

  
By: John Rehak  
Its: Vice President

ATTEST:

CITY OF WEST MELBOURNE, a  
chartered municipal corporation

  
\_\_\_\_\_  
Scott Morgan, City Manager

  
\_\_\_\_\_  
Hal J. Rose, Mayor

(SEAL)

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA, a  
political subdivision of the State of Florida

  
\_\_\_\_\_  
Scott Ellis, Clerk  
(SEAL)

  
\_\_\_\_\_  
Rita Pritchett, Chairman  
As approved by the Board on 1/8/19

STATE OF New York §  
COUNTY OF Erie §

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of October, 2018, by **John Rehak, Vice President of Benchmark Blue Ash Properties, Inc., General Partner of Benchmark Melbourne 35 Associates Limited Partnership**, a Delaware corporation of the State of New York. He is ☒ personally known to me or ☐ produced as identification and did/did not take an oath.

My commission expires:

SEAL  
Commission No.:

  
\_\_\_\_\_  
Notary Public

Tammy L. Metzger  
\_\_\_\_\_  
(Name typed, printed or stamped)

TAMMY L. METZGER  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 01ME6134700  
QUALIFIED IN NIAGARA COUNTY  
My Commission Expires October 3, 2021

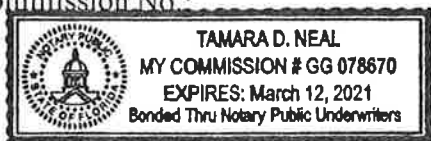
STATE OF FLORIDA     §  
COUNTY OF BREVARD   §

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of October, 2018, by **Hal J. Rose and Scott Morgan, Mayor and City Manager, respectively, of The City of West Melbourne, Florida**, a chartered municipal Corporation, on behalf of the City. They are ☒ personally known to me or ☐ produced as identification and did/did not take an oath.

My commission expires:

SEAL

Commission No. :



Tamara D. Neal  
Notary Public

Tamara D. Neal  
(Name typed, printed or stamped)

STATE OF FLORIDA     §  
COUNTY OF BREVARD   §

The foregoing instrument was acknowledged before me this 8 day of  
JANUARY, 2019 by Kristine Isnardi, Chair Board County  
**Commissioners of Brevard County, Florida**, a political, subdivision of the State of Florida, who  
is ☒ personally known to me or ☐ produced as identification and did/did not take an oath.

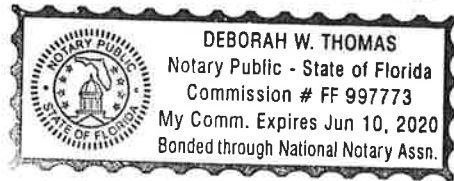
My commission expires:

Deborah W. Thomas  
Notary Public

SEAL

Commission No.:

DEBORAH W. THOMAS  
(Name typed, printed or stamped)



**EXHIBIT "1"**

**Traffic Technical Memorandum by Lassiter Transportation Group, Inc.**

**Dated August 14, 2018**

**[Attached]**



Ref: 3419.11

## TECHNICAL MEMORANDUM

**To:** John Denninghoff, PE  
Assistant County Manager, Brevard County

**To:** Christy Fischer  
Planning and Economic Development Director, City of West Melbourne

**From:** Gilberto A. Ramirez, PE

**Date:** September 25, 2018

**Subject:** West Melbourne Interchange Center – Land Use Modification

### INTRODUCTION

LTG Inc. (LTG) has been retained by The Benchmark Group to rebalance the land uses and intensities documented in the "*Traffic Concurrency and Traffic Impact Fee Credit Development Agreement*" for the West Melbourne Interchange Center project (the Agreement), dated April 2, 2013. The Agreement, recorded April 15, 2013 by Brevard County Clerk of Courts in Book: 6852, Page: 1866 approved the vesting of 5,483 new external project trips based on the development of 179,000 square feet of shopping center and a 114-room hotel on the 35-acre parcel. A copy of the recorded Agreement is included as Exhibit A. The developer seeks to adjust the intensities of the previously approved shopping center and hotel land uses while maintaining the overall external trip generation at or below the vested trip threshold documented in the Agreement.

This memorandum provides the trip conversion equations which translate the independent variable for hotel (measured in hotel rooms) into the shopping center land use, measured in thousands of square feet (KSF). The inverse equation is similarly derived. This memorandum also applies the equations to a proposed rebalancing of the approved intensities to allow for an increase in the number of hotel units from 114 to 260, and an equivalent reduction in the shopping center land use to maintain the net trip generation at or below the approved cap. The proposed concept plan is included as Exhibit B.

### TRIP EQUIVALENCY EQUATIONS

The West Melbourne Interchange Center is a large development master planned to provide a mix of hotel and shopping center land uses. One 114 room hotel was envisioned in the approved development plan. Due to changes in market conditions the client is requesting to increase the number of hotel rooms to 260, and to reduce the shopping center land use intensity accordingly. Trip equivalency equations were generated to accommodate future modifications. The Trip Equivalency equations are based on the average daily trip generation rates for each land use. To maintain consistency with the original agreement 34% pass-by and 10% internal capture were applied to the independent variable of the shopping center land use, and 10% internal capture was applied to the hotel land use to establish net external trip generation for both land uses. The equations were then simplified and the resultant independent variables were then used as a ratio to generate the trip equivalency. The procedure to develop the equations are shown below:

## TECHNICAL MEMORANDUM

John Denninghoff, PE

September 25, 2018

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### *Figure 1: Derivation of Trip Equivalency Factor*

Step1: Determine ITE Equations

Hotel (Land Use 310) Equation

$$T_{310} = 8.92(x)$$

Shopping Center (Land Use 820) Equation

$$T_{820} = 8.92(y)$$

Step 2: Apply Internal Capture (IC) and Pass By (PB)

$$T_{310} = 8.92(x) \times (1 - .10)_{IC} \times (1)_{PB}$$

$$T_{820} = 42.94(y) \times (1 - .10)_{IC} \times (1 - .34)_{PB}$$

Step 3: Simplify

$$T_{310} = 8.08(x)$$

$$T_{820} = 25.50(y)$$

Step 4: Solve for x (Shopping Center Gross Leasable Area in KSF)

$$8.08(x) = 25.50(y)$$

$$x = \frac{25.50}{8.08}(y)$$

$$x = 3.17(y)$$

Therefore the trip equivalency factor is 3.17. Application of the trip equivalency factor to calculate the reduction in gross leasable area in KSF will require the use of Equation 1:

$$\frac{\text{Additional Hotel Rooms}}{3.17} = \text{Reduction in Shopping Center Building Area (KSF)}$$

Application of the trip equivalency factor to calculate the reduction in hotel rooms to accommodate a desired quantity of shopping center gross leasable area will require Equation 2:

$$3.17 \times \text{Additional Shopping Center (KSF)} = \text{Reduction in Hotel Rooms}$$

## TECHNICAL MEMORANDUM

John Denninghoff, PE

September 25, 2018

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### APPLICATION OF THE TRIP EQUIVALENCY FACTOR

As stated in the introduction, the client wishes to rebalance the intensities of the hotel and shopping center land uses to accommodate a change in the development program. The requested increase of 146 hotel rooms was input into Equation 1 developed in the previous section to determine the 46.056 KSF reduction required to rebalance the net external trip generation and stay within the approved vested trip threshold. The resulting intensities of 260 hotel rooms and 179 KSF – 46.06 KSF = 132.94 KSF were verified by running the land uses through the standard trip generation calculation procedure using the daily average trip rate equations obtained from the Institute of Transportation Engineer's (ITE) reference manual titled *Trip Generation Handbook, 2<sup>nd</sup> Edition*. The 2<sup>nd</sup> edition was reused in this evaluation to maintain consistency with the Agreement. Table 1 presents the gross trip generation for the rebalanced development program.

**Table 1**  
**Total Trip Generation**  
**West Melbourne Interchange Center – PFS Determination**

Time Period	Land Use	Land Use Code	Trip Rate Equation	Size (X)	Total Trips (T)	Percent Entering	Percent Exiting	Trips Entering	Trips Exiting
Daily	Hotel	310	$T = 8.92(X)$	260 rooms	2,320	50%	50%	1,160	1,160
	Shopping Center	820	$T = 42.94(X)$	132.94 KSF	5,710	50%	50%	2,855	2,855
Totals:					8,030			4,015	4,015

According to the *Trip Generation Handbook, 2<sup>nd</sup> Edition*, mixed-use developments retain a portion of total trips internal to the site. These trips do not travel on the external network and should be removed from the external trip generation. Additionally, retail developments attract a portion of trips already on the existing roadway network adjacent to the site. This attraction is referred to as pass-by capture. A pass-by percentage of 34% was applied to the shopping center gross trip generation, and an internal capture percentage of 10% was applied to the gross trip generation of both land uses. Table 2 presents the internal capture trips, pass-by trips, and resulting net external trip generation for the West Melbourne Interchange Center.

**Table 2**  
**Net External Trip Generation**  
**West Melbourne Interchange Center – PFS Determination**

Time Period	Land Use	Total Trips			Pass-By Trips			Internal Trips (10%)			New External Trips		
		Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
Daily	Hotel	1,160	1,160	2,320	0	0	0	116	116	232	1,044	1,044	2,088
	Shopping Center	2,855	2,855	5,710	971	971	1,941	188	188	377	1,696	1,696	3,392
Totals:		4,015	4,015	8,030	971	971	1,941	304	304	609	2,740	2,740	5,480

<sup>1</sup> Pass-by trips for ITE land use code 820 equals 34% of the total trip generation

<sup>2</sup> Consistent with Brevard County concurrency calculations, internal capture equals 10%

The trip generation calculations confirm that use of the trip equivalency factor will provide the appropriate conversion between land uses and will ensure that the net external trip generation for the rebalanced land uses will remain within the 5,483 trips vested in the Agreement.

## TECHNICAL MEMORANDUM

John Denninghoff, PE

September 25, 2018

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### CONCLUSION

The West Melbourne Interchange Center has received transportation concurrency approval from Brevard County for 179,000 square feet of shopping center and a 114-room hotel April on 15, 2013, vesting of 5,483 new project trips.

The developer would like to request approval of the modification of the approved developer agreement's land uses to meet the current development needs. The proposed increase of 146 hotel rooms to a total of 260 hotel rooms will be balanced with a reduction of 46.2 KSF of shopping center. The rebalanced site net external trip generation will be less than or equal to the approved vested trips in the Agreement.

c: John Rehak (The Benchmark Group)  
Robert Robb (Robb & Taylor Engineering)  
Phil Nohr, Esq. (Gray Davis)

Exhibit A – Traffic Concurrency and Traffic Impact Fee Credit Development Agreement

Exhibit B – Updated Conceptual Plan

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I affirm, by affixing my signature and seal below, that the findings contained herein are, to my knowledge, accurate and truthful and were developed using current procedures standard to the practice of professional engineering.

Name: Gilberto A. Ramirez, PE

Signature: Gilberto A Ramirez  
2018.09.25 08:31:20 -04'00'

Florida PE License No.: 62600

Date: September 25, 2018

**Exhibit A**  
**Traffic Concurrency and Traffic Impact Fee Credit**  
**Development Agreement**

**TRAFFIC CONCURRENCY AND TRAFFIC IMPACT FEE CREDIT  
DEVELOPMENT AGREEMENT**

**PROVIDING FOR VESTING FOR TRANSPORTATION CONCURRENCY AND  
TRANSPORTATION IMPACT FEE CREDIT AGREEMENT.**

**THIS VESTING FOR TRANSPORTATION CONCURRENCY AND  
TRANSPORTATION IMPACT FEE CREDIT AGREEMENT** is entered into this 2  
day of April, 2013 by and between the **BOARD OF COUNTY  
COMMISSIONERS OF BREVARD COUNTY FLORIDA**, a political subdivision of the  
State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940,  
(hereinafter referred to as "County"), the **CITY OF WEST MELBOURNE, FLORIDA**, a  
municipal corporation, whose address 2285 Minton Road, West Melbourne, Florida 32904  
(hereinafter referred to as "City"), and **BENCHMARK MELBOURNE 35 ASSOCIATES  
LIMITED PARTNERSHIP**, a foreign limited partnership, registered to do business in the State  
of Florida, whose address is 4053 Maple Road, Amherst, NY 14226 Maple Road, Amherst, NY  
14226 (hereinafter referred to as "Developer"), and is based on the following premises:

**RECITALS:**

**WHEREAS**, on January 17, 1989 the County adopted Ordinance 89-04 which amended  
the Code of Laws and Ordinances of Brevard County, Florida to include Article XI known as the  
"Brevard County Transportation Impact Fee Ordinance;" (hereinafter referred to as the  
"Ordinance"); and

**WHEREAS**, the County and the City entered into an interlocal agreement, executed on  
April 11, 1989 by the City and May 16, 1989 by the County, providing for the participation by  
the City in the program created by the Ordinance; and

**WHEREAS**, the City and County have entered into an Interlocal Agreement regarding  
collection and distribution of Transportation Impact Fees; and

**WHEREAS**, the City and County Transportation Impact Fee Ordinances provide a mechanism for credits against Impact Fees for qualifying contributions towards off-site roadway improvements and further provides that no credit shall exceed the assessed transportation impact fee for the land development activity awarded the credit; and

**WHEREAS**, the provisions of the Ordinance are applicable within the incorporated limits of the City including the real property owned by the Developer; and

**WHEREAS**, the Ordinance includes a schedule of Impact Fees assessable against the users of property for the public purpose of requiring new developments to pay their fair share of the impacts attributable to said development on the transportation network of Brevard County; and

**WHEREAS**, the County has enacted a moratorium on the assessment of Impact Fees, which moratorium the County and City acknowledge applies to the Benchmark Property; and

**WHEREAS**, Developer acknowledges that the County and City may, but are not obligated to reinstate Transportation Impact Fees, and in the event of reinstatement may alter the amount of Impact Fees previously charged; and

**WHEREAS**, Developer is the owner of that certain property located at the Northwest corner of Palm Bay Road and Hollywood Boulevard in the City of West Melbourne and more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Benchmark Property"); and

**WHEREAS**, in the event that the moratorium on the assessment of Transportation Impact Fees are lifted, and Impact Fees on some or all of the Benchmark Property is assessed against the Developer, its successors and/or assigns, then in that event, the County and City agree that any Transportation Impact Fees collected shall be paid to Developer regardless of the then

owner at time of collection up to the amount of the Transportation Impact Fee Credit granted under this Agreement.

**WHEREAS**, the City has adopted a Comprehensive Plan and Zoning Regulations that are applicable within its corporate limits; and

**WHEREAS**, the City has established a Future Land Use Map designation of Commercial and established the C-1 Zoning Districts on the Benchmark Property; and

**WHEREAS**, the technical Memorandum prepared by Lassiter Transportation Group, Inc. dated October 18, 2012, and more particularly described on Exhibit "B," which Memorandum has been approved by the County and City states that the Project will generate 5,483 new external trips, which trips were approved as part of the County's Concurrency Approval for driveway permit; and

**WHEREAS**, Developer as part of its Project and subject to receiving Transportation Impact Fee Credits if and when the moratorium is lifted and Impact Fees are in fact collected during the term of this Agreement, all as set forth herein, is willing to make certain roadway improvements to the southern portion of Hollywood Boulevard and signaling the entranceway to its development and Wal-Mart all as set forth in the attached list and diagram prepared by Robb & Taylor Engineering Solutions, Inc. ("Roadway Improvements") which are attached as Exhibit "C"; and

**WHEREAS**, Benchmark Property has received Concurrency Approval from Brevard County for the development of 174,500 square feet of commercial/retail plus a 114 room hotel ("Project") per Exhibit "D" attached; and

**WHEREAS**, the parties agree that a portion of the Roadway Improvements include site related improvements, and that any and all expenses associated with the completion of any site related improvement as described herein are not eligible for Transportation Impact Fees Credits; and

**WHEREAS**, the Roadway Improvements to be constructed by Developer is expected to further increase the capacity of and improve traffic safety on Hollywood Boulevard, and the additional capacity will accommodate traffic that is not generated by the Project; and

**WHEREAS**, the Roadway Improvements shall be constructed according to the design specifications of Brevard County, which shall be incorporated in the plans being submitted for review and approval; and

**WHEREAS**, Developer shall commence the Roadway Improvements within twelve (12) months from the adoption of this Agreement, subject only to Developer obtaining all of the necessary government permits for the Roadway Improvements and finalization of the right-of-way purchase described herein.

**WHEREAS**, the City is responsible for issuance of building permits on the Benchmark Property and the City based upon the County's Trip Capacity Analysis on Hollywood Boulevard has verified the Trip Capacity Analysis in determining trip availability or capacity; and

**WHEREAS**, a traffic concurrency evaluation of the proposed development program for the Benchmark Property was conducted by the County and the City and a Finding of Non-Deficiency was issued on October 11, 2012; and

**WHEREAS**, the Florida Local Government Development Agreement Act as set forth in Chapter 163, Subsections 163.3220 through 163.3243, Florida Statutes was established to authorize local governments to provide assurances to developers through the approval of development agreements that the developers will be able to implement their development programs subject to the conditions of the development agreements and thereby to encourage a stronger commitment to capital facilities planning, ensure the provisions of adequate public facilities for development, encourage the efficient use of resources, encourage private participation in comprehensive planning, and reduce the economic cost of development; and

**WHEREAS**, the City and County desires to utilize the provisions of the Florida Local Government Development Agreement Act in order to promote the stated goals and objectives of the Act in Brevard County by entering into this Agreement; and

**WHEREAS**, the design and construction of the Roadway Improvements is consistent with and serves to implement the goals, objectives, and policies of the City's Comprehensive Plan; and

**WHEREAS**, Developer wishes to document it is authorized to implement its Project subject to the conditions set forth herein and that the Project is vested for development and transportation concurrency for a period not to exceed ten years; and

**WHEREAS**, the City and County endorse the Developer's request for a credit against Transportation Impact Fees if and only if said Impact Fees through Brevard County are levied on the Project in the future.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties, the parties hereto agree as follows:

1. **Recitals.** The above recitals are hereby incorporated and made a part of this Agreement.

2. **Roadway Improvements.** Developer shall be responsible for and construct Roadway Improvements pursuant to the design and engineering plans prepared by Lassiter Transportation Group, Job No. 3419.04 dated December 7, 2012, Pages T-1 through T-9, and Robb & Taylor Engineering Solutions, Inc., Project No. DR-12-10-01-D, dated December 7, 2012 ("Plans") as said Plans may be amended by Developer and County. The Roadway Improvements shall consist of those improvements as shown on Exhibit "C," including all improvements necessary to integrate the new road area with the County's Advance Traffic Management System, and all improvements shall be constructed in compliance with Brevard

County Right of Way Permit #10RW-00700. The Roadway Improvements illustrated in Exhibit "C" shall commence within twelve (12) months of the adoption of this Agreement by all parties subject only to the Developer obtaining all of the necessary government permits for the Roadway Improvements.

3. **Engineer's Opinion of Costs.** The Engineer's Opinion of Costs (hereinafter the "Estimated Costs") for completing the site-related and non-site related Roadway Improvements in accordance with the requirements of this Agreement and the Plans are itemized in Exhibit "E" attached hereto and by this reference made a part hereof. For the purpose of calculating the amount of transportation impact fee credit due Benchmark, the Engineer's Opinion of costs shall have the same meaning as estimated costs in the Ordinance. The estimated costs itemized in Exhibit "E" are those costs associated with the completion of the site-related improvements described in Paragraph 2 and 3 above. The estimated costs of \$441,877.00 itemized in Exhibit "E" are those costs associated with the completion of the non-Site Related Improvements and which are eligible for a traffic impact fee credit.

4. **Non-related Roadway Improvements.** For the purposes of this Agreement and in accordance with the definitions, limitations, and other provisions of the Ordinance, the parties agree that the non-Site related Roadway Improvements have been determined on a percentage basis as set forth in Exhibit "C" attached hereto and incorporated herein.

5. **Initiation of the Project.** Developer shall design and construct the Roadway Improvements in the manner and time as provided for in the Plans. Prior to the commencement of any work on the Project, Developer shall notify the County and City that it is ready to proceed.

6. **Delivery by Developer's Certificate of Completion.** Upon the delivery by Developer and/or its agents of its Certificate of Completion and request for final inspection of the Roadway Improvements, and the issuance of final "As Built" plans, the County within five (5) days thereafter shall conduct any remaining inspections, if any, and issue its Certificate of Completion or in the event of any deficiencies state in writing the specifics of the deficiency, and

the Developer shall within thirty (30) days thereafter correct any deficiencies, and thereafter the County shall issue its Certificate of Completion within five (5) days of the additional submittal. Road construction shall be inspected by the County's Development Inspection Group, and Developer shall pay all fees associated with such review.

7. **Statement of Actual Costs.** Within sixty (60) days from the date that the County issues a certificate of completion for the Roadway Improvements, the Developer shall provide to the City and County a statement of the actual total cost of the Roadway Improvements including the non-site related portion thereof, which statement shall be certified by the engineer of record. The County and City shall have sixty (60) days to review the costs for eligibility and reasonableness and approve the engineer's certification. In the event the City or County does not approve the engineer's certification of cost, the parties shall, within fifteen (15) days of rejection of Engineer's certification, choose a mutually acceptable engineer familiar with road design and construction to arbitrate the dispute. The parties shall be bound by said engineer's determination of the actual total cost of eligible improvements.

8. **Impact Fee Credit.** In consideration of the financial expenses associated with the construction of the Roadway Improvements described in Paragraph 2 above the City and County agree that the Developer and its successors in interest shall enjoy the benefit of a credit against any future Transportation Impact Fees that maybe assessed (hereinafter referred to as the "Impact Fee Credit") assessed on new construction on the Real Property whichever is less. The amount of the Impact Fee Credit shall not exceed the estimated cost of constructing the eligible improvements or the actual cost of construction of said improvements, whichever is less, nor shall it exceed the actual cumulative amount of Transportation Impact Fees assessed for the Project. The estimated cost of constructing the eligible improvements are \$441,877.00.

9. **Non- Transferability of Impact Fee Credit.** The Impact Fee Credit shall be applicable to Transportation Impact Fees that maybe assessed on new construction on the Benchmark Property. The Impact Fee Credit shall not be applicable, creditable or transferable to any other property. The Impact Fee Credit shall be available to the Developer and its successors in interest, including without limitation any subsequent owners of all or any portion of the

Benchmark Property. In no event shall the Developer or its successors in interest enjoy the benefit of the Impact Fee Credit more than ten (10) years from the effective date of this Agreement. Any unused credit shall be forfeited at the expiration of such ten (10) year period, and in no event shall it be reimbursed or redeemable for cash or other valuable consideration other than the Impact Fee Credit described herein. The County agrees that any and all Transportation Impact Fees that it receives from the Benchmark Property shall regardless of who the current owner of the Property or any portion thereof maybe, shall be forwarded to and/or reimbursed directly to the Developer up to the total amount of the Impact Fee Credit, if said fees are received within ten (10) years from the effective date of this Agreement. In the event no Impact Fees are imposed or Impact Fees are eliminated, County shall not owe Developer or be liable to Developer for any money compensation or other consideration as a result of this Agreement.

10. **Vesting.** The parties hereto recognize that Hollywood Boulevard is within the control of the County. The Benchmark Property is within the jurisdiction of the City. The City has jurisdiction over the Benchmark property for site plan permitting purposes other than County road connection permits and other state, federal or regional permitting requirements. A Concurrency evaluation on the Project was conducted by the County, a finding of non-deficiency was issued on October 11, 2012, a copy of which is attached as Exhibit "D" and has been verified by the City Engineer. Provided there is no material default under this Agreement, the Benchmark Property shall be vested for 5,483 new trips for a period of ten years from the date of this Agreement. The driveway permit may be subject to revision or revocation if the plans change or the regulations change within ten years of the date of this Agreement. The City acknowledges that it shall treat the 5,483 new vested trips as already existing and shall not issue building permits for other projects which would require such projects to utilize or consume any of the 5,483 trips that are being vested hereunder. The City shall not be prohibited from issuing building permits for other projects, if and only to the extent that there is still capacity available on the effective roadways to serve such projects after taking into account the Project's 5,483 new trips, existing trips, and otherwise committed trips. To assist in addressing the capacity issue, the County shall include the trips to be vested herein as existing trips when conducting any future

traffic concurrency analysis on the subject roadway or other projects for the period of ten (10) years.

11. **Right-of-Way Purchase.** County has agreed to purchase and Developer has agreed to sell to County additional right-of-way on Hollywood Boulevard the legal descriptions and diagrams of which are shown on Exhibit "F" attached. The County shall purchase the right-of-way pursuant to the Right-of-Way Purchase Agreement between the parties as set forth in Exhibit "F".

12. **Applicability of Ordinances and Resolutions of City to Agreement.** The applicability of Ordinances and Resolutions of the City to the Agreement are as set forth below:

- A. As provided in Section 163.3233(1), Florida Statutes (2011), the ordinances and regulations of the City governing the Development of the Benchmark Property on the Effective Date of this Agreement shall continue to govern the Development, except as otherwise provided herein. At the termination of this Agreement, all then existing codes shall become applicable to the Development of the Benchmark Property. Except as otherwise specifically set forth herein, no fee (including the existence or lack thereof), fee structure, amount computation method or fee amount, including any Impact Fees, then in existence or hereafter imposed, shall be vested by virtue of this Agreement.
- B. As provided in Section 163.3233(2), Florida Statutes (2011), the City may apply changes to vested ordinances and policies, or new requirements, adopted subsequently to the execution of this Agreement to the Benchmark Property, only if the City has held a public hearing and determined that: (a) such new ordinances or policies are not in conflict with the laws and policies governing this Agreement and do not prevent Development of the land uses, intensities or densities as allowed under the terms of this Agreement; (b) such new ordinances or policies are essential

to the public health, safety, or welfare and the new ordinances or policies expressly state that they shall apply to a Development that is subject to a Development Agreement; (c) as provided in Section 163.3233(3). This Ordinance does not abrogate any rights that may vest pursuant to common law; d) such new ordinances or policies are specifically anticipated and provided for in this Agreement; (e) the City has demonstrated that substantial changes have occurred in pertinent conditions existing at the time of the approval of this Agreement; or (f) this Agreement is based on substantially inaccurate information supplied by the Developer.

- C. As provided in Section 163.3241, Florida Statutes (2011), in the event that state or Federal laws are enacted after the approval, effectiveness, or execution of this Agreement which are applicable to and preclude the parties' compliance with the terms of this Agreement, such Agreement shall be modified or revoked as is necessary to comply with the relevant state or Federal laws, such modification or revocation to take place only after the notice provisions provided for the adoption of a Development Agreement have been complied with. The City shall cooperate with the Developer in the securing of any permits which may be required as a result of such modifications.
- D. As provided in Section 163.3235, Florida Statutes (2011), the City shall review this Agreement not less than once every twelve (12) months to determine if good faith compliance with this Agreement has been shown. If the Community Development Department determines there is a lack of compliance by Developer with this Agreement, it shall notify the Developer of same and give Developer a reasonable time, not to exceed ninety (90) days, to correct such noncompliance. If Developer fails to comply with the requirements of the notice, the Community Development Department shall report its findings to the City Council and the City Attorney. If the City finds, on the basis of competent substantial evidence

there has been a failure to comply with the terms of this Agreement after affording Developer such period of time within its discretion to come back into compliance, the Agreement may be revoked or modified by the City upon thirty (30) days' notice to the Developer. Such termination or modification may be accomplished only after public hearing and notice otherwise required for the adoption of this Agreement.

13. **Effective Date and Duration.** In accordance with Section 163.3239, Florida Statutes, this Agreement shall become effective when: (a) it has been recorded in the Public Records of Brevard County, Florida, and (b) thirty (30) days after a certified copy of the recorded Agreement has been received by the Florida Department of Community Affairs (the "**Effective Date**"), Unless terminated earlier by either party as provided herein, this Agreement shall remain in effect for a period of ten (10) years pursuant to Fla. Statute Section 163.3220, et seq. Additionally, the duration of this Agreement may be extended as provided for in Fla. Statute 163.3220, et seq.

14. **Notices.** All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed as follows:

If to Developer:	Benchmark Melbourne 35 Associates Limited Partnership Attn: Mr. John Rehak, Jr. 4053 Maple Road Amherst, NY 14226 Telephone: 716-833-4986 Facsimile: 716-833-2954 Email: jrehak@benchmarkgrp.com
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With a copy to:	GrayRobinson, P.A. Attn: Philip F. Nohrr, Esq. P.O. Box 1870 Melbourne, FL 32902-1870 Telephone: 321-727-8100 Facsimile: 321-984-1156 Email: pnohrr@gray-robinson.com
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If to City: City of West Melbourne  
Attn: Scott Morgan, City Manager  
2285 Minton Road  
West Melbourne, FL 32904-4928  
Telephone: 321-727-7700  
Facsimile: 321-768-2390  
Email: smorgan@westmelbourne.org

With a copy to: James Wilson, City Attorney  
City of West Melbourne  
2285 Minton Road  
West Melbourne, FL 32904-4928  
Telephone: 321-727-7700  
Facsimile: 321-768-2390  
Email: jwilson@westmelbourne.org

If to County: Brevard County  
Attn: Howard Tipton, County Manager  
2725 Judge Fran Jamieson Way  
Viera, FL 32940  
Telephone: 321-633-2000  
Facsimile: 321-633-2115  
Email: howard.tipton@brevardcounty.us

With Copy to: Brevard County Public Works Department  
Attn: John Denninghoff  
2725 Judge Fran Jamieson Way  
Viera, FL 32940  
Telephone: 321 617-7202  
Facsimile:  
Email: John.Denninghoff@brevardcounty.us

15. **Miscellaneous.** The execution of this Agreement has been duly authorized by the appropriate body of each of the parties hereto. Each party has complied with all the applicable requirements of law and has full power and authority, to comply with the terms and conditions of this Agreement. The venue of any litigation arising out of this Agreement shall be Brevard County, Florida. The exhibits attached hereto and incorporated by reference herein are by such attachment and incorporation made a part of this Agreement for all purposes. The fact that one of the parties to this Agreement may be deemed to have drafted or structured the provisions of this Agreement, whether in whole or in part, shall not be considered in construing or interpreting any

particular provision hereof, whether in favor of or against such party. The terms and conditions of this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement is solely for the benefit the parties hereto and their respective successors and assigns, and no right or cause of action shall accrue upon or result by reason hereof or for the benefit of any third party not a formal party hereto. Nothing in this Agreement whether express or implied, is intended or shall be construed to confer upon any person other than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions hereof. This Agreement may not be changed amended, or modified in any respect whatsoever, nor may any covenant,, condition, agreement, requirement, provision, or obligation contained herein be waived, except in writing signed by an of the parties hereto.

16. **Recording.** This Agreement shall be recorded in the Public Records of Brevard County, Florida, at the expense of the Developer.

17. **Attorneys' Fees/Hold Harmless/Prevailing Party.** Should any litigation arise between the parties each party shall bear its own attorneys' fees and costs in the event of litigation or claims against the County and City from third parties arising from this agreement or the construction described herein. Developer shall indemnify and hold harmless the County and City for any such claims; however, nothing contained herein shall be deemed to be a waiver by the County and City's sovereign immunity. Developer acknowledges specific consideration has been paid and other good and sufficient consideration has been received for this.

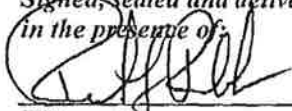
18. **Captions.** Headings of a particular paragraph of this agreement are inserted only for convenience and are in no way to be construed as part of the agreement or as a limitation of the scope of the paragraphs to which they refer.

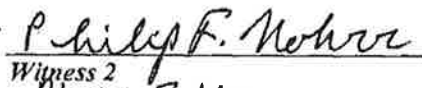
19. **Severability.** If any part of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way. If any party's joinder in

or execution of this agreement is deemed invalid for any particular purpose, the sections for which the joinder or execution is valid shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed and their corporate seals affixed as of the day and year first above written.

*Signed, sealed and delivered  
in the presence of:*

  
\_\_\_\_\_  
Witness 1  
Robert F. Robb  
\_\_\_\_\_  
Print Name of Witness 1

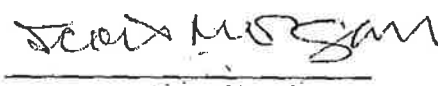
  
\_\_\_\_\_  
Witness 2  
Philip F. Mohr  
\_\_\_\_\_  
Print Name of Witness 2

**DEVELOPER:**

**BENCHMARK MELBOURNE 35  
ASSOCIATES, LIMITED PARTNERSHIP,**  
a Delaware limited partnership by  
Benchmark Blue Ash Properties, a  
Delaware Corporation, its General Partner

By:   
Its: V.P.

**ATTEST:**

  
\_\_\_\_\_  
, City Manager  
  
(SEAL)

**CITY OF WEST MELBOURNE, a  
chartered municipal corporation**

  
\_\_\_\_\_  
, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Scott Ellis, Clerk

**BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA, a  
political subdivision of the State of Florida**

  
\_\_\_\_\_  
Andy Anderson, Chairman (SEAL)  
As approved by the Board on 4-2-13

STATE OF FLORIDA §  
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 19th day of MARCH, 2013, by John Rehak on behalf of the Managing Partner of Benchmark Melbourne 35 Associates Limited Partnership, a Delaware corporation of the State of New York. He/She is ☒ personally known to me or ☐ produced as identification and did/did not take an oath.

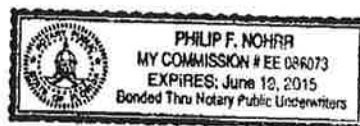
My commission expires:

Philip F. Mohr  
Notary Public

SEAL

Commission No.:

(Name typed, printed or stamped)



STATE OF FLORIDA §  
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 25th day of March, 2013, by Hal J. Rose and Scott Morgan, Mayor and City Manager, respectively, of The City of West Melbourne, Florida, a chartered municipal Corporation, on behalf of the City. They are ☒ personally known to me or ☐ produced as identification and did/did not take an oath.

My commission expires:

Tamara D. Neal  
Notary Public

SEAL

Commission No.:

(Name typed, printed or stamped)



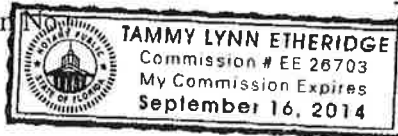
STATE OF FLORIDA §  
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this 2 day of  
April, 2013, by Andy Anderson, Chairman of the  
Board of County Commissioners of Brevard County, Florida, a political, subdivision of the State  
of Florida, who is [ ] personally known to me or [ ] produced as identification and did/did not  
take an oath.

My commission expires:

Tammy Lynn Etheridge  
Notary Public

SEAL  
Commission



Tammy Lynn Etheridge  
(Name typed, printed or stamped)

**LIST OF EXHIBITS**

- A. Benchmark Property
- B. Trip Memorandum by Lassiter Transportation Group, Inc.
- C. Roadway Improvements
- D. Concurrency Approval for Driveway Permit (10/11/12)
- E. Engineer's Opinion of Total Costs and Percentage of Non-Site Related Costs
- F. Legal Description and Diagram of right-of-way being acquired and Contract for Sale and Purchase of Right-Of-Way with price to be determined.

EXHIBIT "A"

BENCHMARK PROPERTY

Property Description:

A portion of Lots 22, 23, and 24, FLORIDA INDIAN RIVER LAND COMPANY SUBDIVISION of Section 20, Township 28 South, Range 37 East, according to the plat thereof as recorded in Plat Book 1, Page 164 of the Public Records of Brevard County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Northwest one-quarter of said Section 20; thence N00°53'40"E, along the West line of the Northwest one-quarter of said Section 20, a distance of 296.72 feet, to a point on the Limited Access right of way of Interstate 95 and the POINT OF BEGINNING of the herein described parcel; thence continue, N00°53'40"E, along the West line of the Northwest one-quarter of said Section 20, a distance of 1,026.94 feet; thence S89°12'13"E, along the North lines of said Lots 24 and 23, a distance of 729.13 feet, to a point on the Westerly right of way line of Hollywood Boulevard (a 100.00 foot wide right of way); thence the following 3 courses along said Westerly right of way line: (1) S53°29'51"E, a distance of 397.65 feet, to the point of curvature of a curve, concave Southwesterly, having a radius of 950.00 feet and a central angle of 54°16'33"; (2) Southeasterly, along the arc of said curve to the right, a distance of 899.93 feet, to a point of tangency; (3) S00°46'42"W, a distance of 226.00 feet, to a point on the North right of way line of Palm Bay Road as shown on the Interstate 95 Right of Way Map (Section 70220-2429); thence N89°13'18"W, along said North right of way line and along the Interstate 95 Limited Access right of way as shown on said map, a distance of 1,040.69 feet; thence N00°36'57"E, along said Limited Access right of way, a distance of 1.45 feet; thence N86°47'35 "W, along said Limited Access right of way, a distance of 117.77 feet; thence N55°13'18"W, along said Limited Access right of way, a distance of 351.00 feet, to the POINT OF BEGINNING.

Less and except those lands described in that Warranty Deed recorded in Official Records Book 5477, Page 3131.

EXHIBIT "B"

TRIP MEMORANDUM BY LASSITER TRANSPORTATION GROUP, INC.



Ref: 3419.04

**TECHNICAL MEMORANDUM**

**To:** John Denninghoff, PE  
Director of Transportation Engineering, Brevard County

**From:** Daniel M. D'Antonio, PE

**Date:** October 18, 2012

**Subject:** West Melbourne Interchange Center – Proportionate Fair-Share Determination  
Hollywood Boulevard

**INTRODUCTION**

Lassiter Transportation Group, Inc. (LTG) has been retained by The Benchmark Group (the developer) to determine the proportionate fair-share (PFS) responsibility for the West Melbourne Interchange Center to satisfy transportation mitigation requirements on Hollywood Boulevard. The West Melbourne Interchange Center is a proposed development located between Hollywood Boulevard and I-95, north of Palm Bay Road, in the City of West Melbourne. The developer has been granted concurrency approval from Brevard County for 179,000 square feet of shopping center and a 114-room hotel on the 35-acre parcel.

LTG previously submitted to Brevard County a traffic impact study (TIS) which was followed by responses to County comments and additional analyses. The PFS analysis presented in this memorandum incorporates all previous analyses and is intended to establish the developer's proportionate fair-share and transportation impact fee credits related to proposed improvement to Hollywood Boulevard.

**TRIP GENERATION**

Project trips are a key input variable in the equation used to calculate PFS. As such, the project trip generation was calculated using the procedures also used by Brevard County to evaluate transportation concurrency. A copy of the concurrency worksheet is attached as Exhibit B-1 with the total trip generation presented in Table 1.

**Table 1**  
**Total Trip Generation**  
**West Melbourne Interchange Center – PFS Determination**

Time Period	Land Use	Land Use Code	Trip Rate Equation	Size (X)	Total Trips (T)	Percent Entering	Percent Exiting	Trips Entering	Trips Exiting
Daily	Hotel	310	$T = 8.92(X)$	114 rooms	1,018	50%	50%	509	509
	Shopping Center	820	$T = 42.94(X)$	179.00 KSF	7,688	50%	50%	3,844	3,844
<b>Totals:</b>					<b>8,706</b>			<b>4,353</b>	<b>4,353</b>
P.M. Peak-Hour	Hotel	310	$T = 0.70(X)$	114 rooms	80	49%	51%	39	41
	Shopping Center	820	$\ln(T) = 0.67 \ln(X) + 3.37$	179.00 KSF	940	49%	51%	461	479
<b>Totals:</b>					<b>1,020</b>			<b>500</b>	<b>520</b>

123 Live Oak Ave. • Daytona Beach, FL 32114 • Phone 386.257.2571 • Fax 386.257.6996

[www.lassitertransportation.com](http://www.lassitertransportation.com)

**EXHIBIT "B"**

Page 1 of 22

**TECHNICAL MEMORANDUM**

John Denninghoff, PE  
 October 18, 2012  
 Page 2

According to the Institute of Transportation Engineer's (ITE) reference manual titled *Trip Generation Handbook, 2<sup>nd</sup> Edition*, mixed-use developments retain a portion of total trips internal to the site. These trips do not travel on the external network and are removed from the external trip generation. Additionally, retail developments attract a portion of trips already on the existing roadway network adjacent to the site. This attraction is referred to as pass-by capture. Table 2 presents the net external trip generation for the West Melbourne Interchange Center.

**Table 2**  
**Net External Trip Generation**  
**West Melbourne Interchange Center – PFS Determination**

Time Period	Land Use	Total Trips			Pass-By Trips <sup>1</sup>			Internal Trips (10%) <sup>2</sup>			New External Trips		
		Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
Daily	Hotel	509	509	1,018	0	0	0	51	51	102	458	458	916
	Shopping Center	3,844	3,844	7,688	1,307	1,307	2,614	254	254	507	2,283	2,283	4,567
	<b>Totals:</b>	<b>4,353</b>	<b>4,353</b>	<b>8,706</b>	<b>1,307</b>	<b>1,307</b>	<b>2,614</b>	<b>305</b>	<b>305</b>	<b>609</b>	<b>2,741</b>	<b>2,741</b>	<b>5,483</b>
P.M. Peak-Hour	Hotel	39	41	80	0	0	0	4	4	8	35	37	72
	Shopping Center	461	479	940	157	163	320	30	32	62	274	285	558
	<b>Totals:</b>	<b>500</b>	<b>520</b>	<b>1,020</b>	<b>157</b>	<b>163</b>	<b>320</b>	<b>34</b>	<b>36</b>	<b>70</b>	<b>309</b>	<b>321</b>	<b>630</b>

<sup>1</sup> Pass-by trips for ITE land use code 820 equals 34% of the total trip generation

<sup>2</sup> Consistent with Brevard County concurrency calculations, internal capture equals 10%

**PROPOSED ROADWAY IMPROVEMENTS**

The developer has met with County Staff on several occasions to discuss improvements to Hollywood Boulevard to increase capacity and provide efficient access to the site. Exhibit B-2 shows the improvements that provide access to the site as well as additional capacity at the intersection of Palm Bay Road and Hollywood Boulevard.

As shown on Exhibit B-2, the following improvements are proposed to benefit the general motoring public:

- 1.) Signalize existing over-capacity intersection of Hollywood Boulevard at Wal-Mart Driveway
- 2.) Construct additional southbound left-turn lane at Hollywood Boulevard/Palm Bay Road and provide a southbound right-turn overlap phase

It should be noted that LTG performed a traffic signal warrant study (TSWS) for the intersection of Hollywood Boulevard/Wal-Mart Drive using existing count data. The study concluded that a signal is warranted based on the westbound (Wal-Mart traffic) approach volumes.

**PROPORTIONATE FAIR-SHARE**

The Florida Statutes (FS) provide a mechanism for developers to pay a proportionate share of transportation infrastructure improvement costs based the ratio of project traffic versus the increase in roadway capacity due to an improvement. This mechanism is known as proportionate fair-share (PFS). The developer's PFS calculations for transportation improvements previously mentioned are presented below.

**Hollywood Boulevard at Wal-Mart Driveway/Project Driveway – Improvement: Signalize**

As previously stated, the intersection of Hollywood Boulevard and Wal-Mart Drive warrants signalization under existing conditions, with no traffic from the proposed project. As such, the developer should only be responsible for a portion of the signal that benefits the eastbound approach comprised exclusively of project traffic. Exhibit B-3 graphically shows the p.m. peak-hour turning movements used to evaluate the existing capacity under two-way

**TECHNICAL MEMORANDUM**

John Denninghoff, PE

October 18, 2012

Page 3

stop control and improved capacity under signal control. The project traffic was determined based on the trip generation presented in Table 2 and the prior project trip distribution results. Background traffic was obtained by applying growth factors based on the last five years of historic traffic counts to the 2012 turning movement counts.

The current version of *Highway Capacity Software* (HCS) was used to determine the unsignalized capacity based on build-out traffic. Exhibit B-4 presents the HCS results with the unsignalized capacities reported on Page 5. The intersection was then analyzed under signal control to determine the improved capacity. Exhibit B-5 presents HCS results of the improved lane group capacity.

For the purposes of determining PFS, only the capacities of the minor street left-turn movements were considered. This is consistent with TSWs procedures as it is recognized that major-street movements and exclusive right-turn lanes do not generally experience capacity benefits from signal control. Table 3 summarizes the PFS calculations using the data presented in Exhibits B-3 through B-5.

**Table 3**  
**Hollywood Boulevard at Wal-Mart/Project Driveway PFS Summary**  
**West Melbourne Interchange Center – PFS Determination**

Lane Group	Existing Capacity	Resultant Capacity	Change in Capacity	Project Trips	Prop. Fair-Share %
<i>Eastbound</i>					
Left	28	196	168	75	
<i>Westbound</i>					
Left	32	311	279	0	
<b>Totals:</b>	<b>60</b>	<b>507</b>	<b>447</b>	<b>75</b>	<b>16.78%</b>

As indicated in Table 3, the West Melbourne Interchange Center project traffic is expected to consume only 16.78% of the additional minor-street capacity available under signal control. Alternatively, the developer's share of the signal can be evaluated based the portion of project traffic benefitted by the signal versus the portion of Wal-Mart traffic benefitted by the signal. As shown below, this comparison results in a 38.9% share of signalization costs for which the developer would be responsible.

$$\text{Wal - Mart Volume} = 145 + 147 + 124 + 161 = 577$$

$$\text{Project Volume} = 75 + 88 + 132 + 73 = 368$$

$$\text{Total Volume} = 577 + 368 = 945$$

$$\text{Project Share} = \frac{368}{945} = \underline{\underline{38.9\%}}$$

It should be noted that although a traffic signal will facilitate ingress/egress of the proposed project, it is warranted under existing conditions by westbound (Wal-Mart) approach traffic. Based traffic projections, the eastbound approach (project traffic) will not warrant signalization under build-out conditions.

**Palm Bay Road at Hollywood Boulevard – Improvement: Additional Southbound Left-Turn Lane**

As part of the proposed improvement plan, the developer has proposed an additional southbound left-turn lane at the Palm Bay Road/Hollywood Boulevard intersection. This improvement is illustrated on Exhibit B-2. The additional lane will add capacity to the intersection by directly affecting the southbound left-turn movement as well as facilitating the redistribution of green time to other approaches.

**TECHNICAL MEMORANDUM**

John Denninghoff, PE

October 18, 2012

Page 4

According to FS 163.3180(16)(b)2, PFS mitigation shall be applied as a credit against impact fees to the extent that the mitigation is used to address improvements contemplated by the local government's impact fee ordinance. Based on Brevard County's current transportation impact fee schedule, West Melbourne Interchange Center will generate \$1,255,120 in revenue. The improvements will be made by the developer to the intersection of Palm Bay Road and Hollywood Boulevard in exchange for transportation impact fee credits. As indicated on Exhibit B-2, only a portion of the proposed Hollywood Boulevard improvements will be eligible for transportation impact fee credits. However, according to statutes, the portion should be 100% creditable.

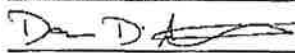
**CONCLUSION**

The proposed West Melbourne Interchange Center has received transportation concurrency approval from Brevard County for 179,000 square feet of shopping center and a 114-room hotel. The development program is expected to generate 5,483 net external daily trips with 630 occurring in the p.m. peak-hour.

Two improvements which will benefit the general motoring public are proposed as part of a Hollywood Boulevard improvement plan. The developer is responsible for his PFS to signalize the intersection of Hollywood Boulevard at Wal-Mart Drive and add a second southbound left-turn lane at the intersection of Palm Bay Road at Hollywood Boulevard. A maximum of 83.22% and a minimum of 61.1% of the signalization costs should be impact fee creditable while 100% of the capacity improvements at Palm Bay Road/Hollywood Boulevard should be impact fee creditable.

c: John Rehak (The Benchmark Group)  
 Rob Robb (Robb & Taylor Engineering)  
 Phil Nohr, Esq. (Gray Davis)  
 R. Sans Lassiter, PE (LTG)

I affirm, by affixing my signature and seal below, that the findings contained herein are, to my knowledge, accurate and truthful and were developed using current procedures standard to the practice of professional engineering.

Name: Daniel M. D'Antonio  
 Signature:   
 Florida PE License No.: 68399  
 Date: October 18, 2012



*Lassiter Transportation Group, Inc.*  
 Engineering and Planning

# Exhibit B-1

## Brevard County Concurrency Worksheet

2411.04

<b>CONCURRENCY WORKSHEET for Site Plan/Subdivision</b>		<b>Review # (DR) 08 04 06-D</b>	
<b>Project Name:</b> WEST MELBOURNE INTERCHANGE CENTER, WEST MELBOURNE ROAD IMPACT 2nd submittal		<b>Review Date:</b> 04-16-08	
<input checked="" type="checkbox"/> Site Plan      Subdivision      Commercial Subdivision for driveway/r.o.w. permit <b>Specific Use(s)</b>		<b>Commission District #</b> 3 note; replaces DR-08-04-03-D	
<b>Size (d.u., s.f., etc.)</b>		<b>Projected ADT</b>	
820 SHOPPING Center I (s.f.)	179,000.00      7888.28 -34% (PASSEY CREDIT) =	5072.932	
NOTE: ALL BLDGS ARE SPEC. NO SIGNED TENANTS S.F. MAY CHANGE +/-			
310 HOTEL (rooms) w/meeting rooms	114.00	1018.88	
PID: 28 3720 Zoned: RU111		Total ADT: 6089.812 less 10% internal capture as previously approved in meeting 6/29/07 -609.9812 = 5480 / 2 SEG = 2740 EA	
<b>A. Solid Waste</b>			
<b>Billing Units</b>	150*0054	<b>Landfill Capacity</b>	5.208 (million tons)
<b>Volume</b>	0.8100 (tons/day)	<b>Landfill Capacity Remaining</b>	49.45 %
<b>B. Parks and Recreation (LOS is given in acres per 1000 capita)</b>			
<b>Planning Area</b>	<b>Number of Units</b>	<b>Existing LOS</b>	
	<b>Project's Population</b>	<b>Potential LOS</b>	
<b>C. Transportation Facilities</b>			
<b>Projected ADT:</b>		2740 * 50% = 1370	
<b>Segment #</b>	164A	<b>Road Name</b>	HOLLYWOOD
<b>MAV (ADT)</b>	15600	<b>ALOS</b>	E
<b>Current Volume (ADT)</b>	14139	<b>Current Vol/MAV</b>	90.63 %
<b>Potential Volume (ADT)</b>	15509	<b>Potential Vol/MAV</b>	99.42 %
<b>Maximum Capacity Allotment</b>	365		
		2600 * 50% = 1300	
<b>Segment #</b>	230B	<b>Road Name</b>	PALM BAY RD
<b>MAV (ADT)</b>	51800	<b>ALOS</b>	E
<b>Current Volume (ADT)</b>	40797	<b>Current Vol/MAV</b>	78.76 %
<b>Potential Volume (ADT)</b>	42167	<b>Potential Vol/MAV</b>	81.40 %
<b>Maximum Capacity Allotment</b>	27		
<b>Segment #</b>		<b>Road Name</b>	
<b>MAV (ADT)</b>		<b>ALOS</b>	
<b>Current Volume (ADT)</b>		<b>Current Vol/MAV</b>	%
<b>Potential Volume (ADT)</b>		<b>Potential Vol/MAV</b>	%
<b>Maximum Capacity Allotment</b>			
<b>D. Drainage</b> Is addressed by the site plan/subdivision ordinance requirements.			
<b>E. Potable Water</b>			
Capacity Availability Certificate attached		Provider:	
Capacity Reservation Certificate attached		Expiration Date:	
Comments:			
<b>F. Sewer/Septic</b>			
Capacity Availability Certificate attached		Provider:	
Capacity Reservation Certificate attached		Expiration Date:	
Comments:			
<b>FINDING:</b>			
<input checked="" type="checkbox"/> Non-deficiency		<input type="checkbox"/> Deficiency (see attached)	
<input checked="" type="checkbox"/> Approved with Conditions		<input checked="" type="checkbox"/> Exceeds vesting threshold(s) for Hollywood Blvd	
Reviewed By: Randy Oller, 4/16/08			

Reservation Fee: \_\_\_\_\_ Paid by cash/check # \_\_\_\_\_ Received by: \_\_\_\_\_

Date: \_\_\_\_\_

Site Plan/subdivision application must be made by: driveway/r.o.w. permit application made by 10/16/08 Receipt #: 217381

Site Plan/subdivision must be approved by: \_\_\_\_\_

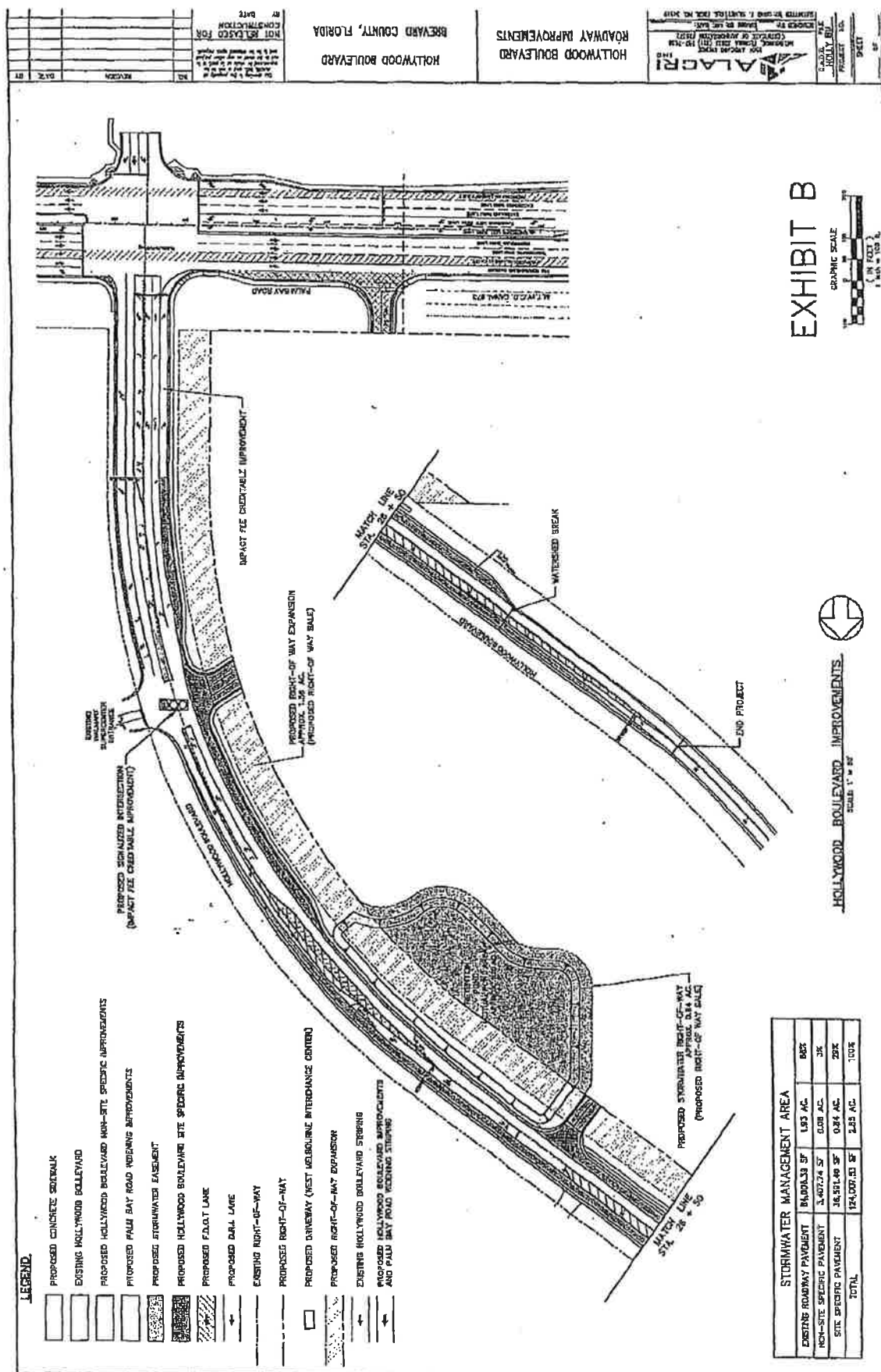
Building Permit must be obtained by: \_\_\_\_\_

Current Road Segment Info			
04/05/08			
SEG#:	164A		
Local Name:	Hollywood		
From:	Palm Bay		
To:	Eber		
Current Volume:	14,139		
100% MAV (ADT):	15,600	AIOS:	E
Current Vol/MAV:	90.63%		
Max Capacity Allotment:	365	per project if vesting	
U/R LOS Group:	UM		
Permit Trips:	546		
ADT Count:	13,593		
Count Date:	11/12/2007		

Current Road Segment Info	
04/05/08	
SEG #	230B
Local Name	Palm Bay Rd
From	I-95
To	Babcock (SR 507)
Current Volume	41,421
100% MAV (ADT)	51,800
ALOS	E
Current Vol/MAV	79.96%
Max Capacity Alignment	2,595 per project if existing
U/R LOS Group	U2
Permit Trips	2,454
ADT Count	38,907
Count Date	11/13/2007

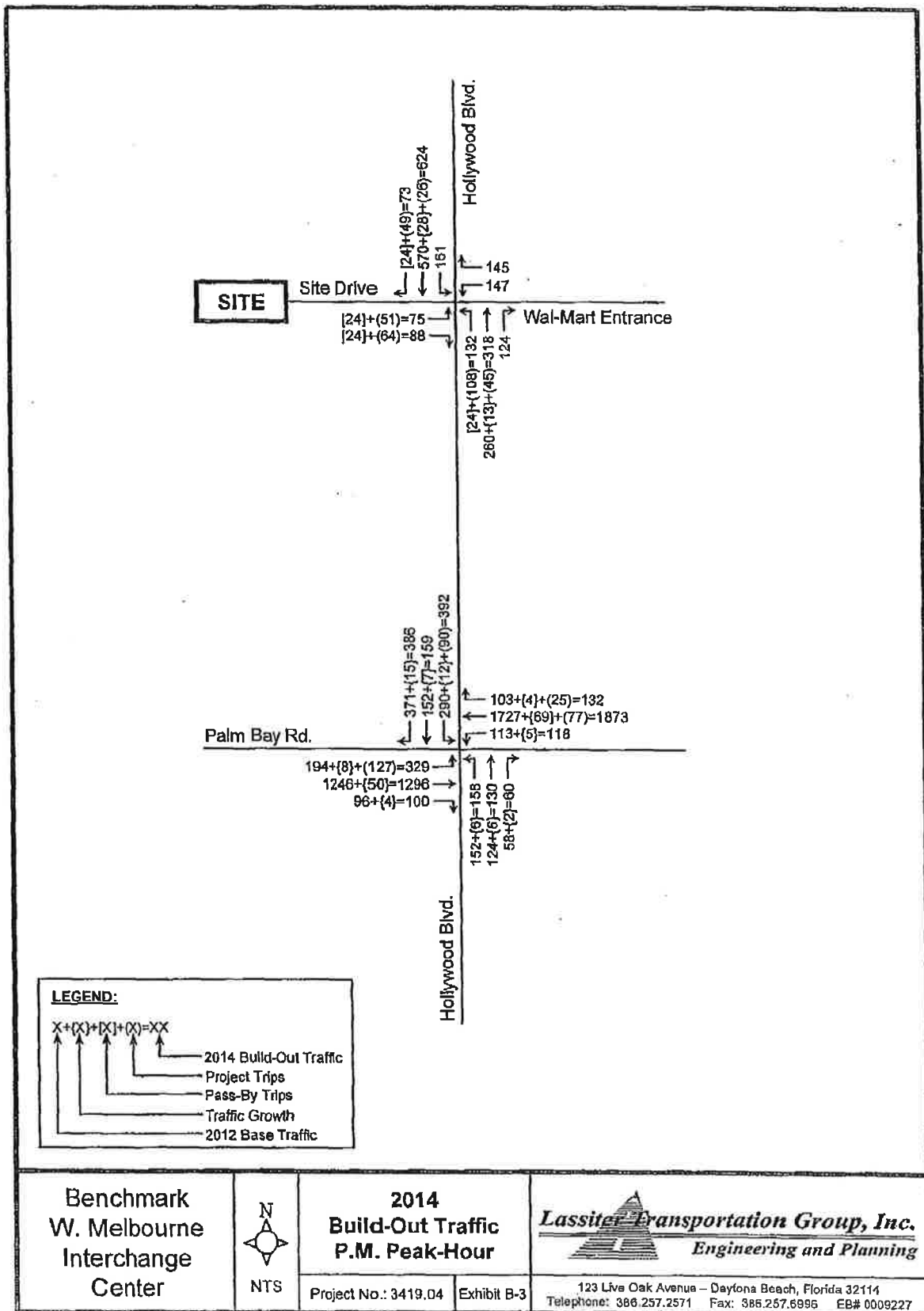
## Exhibit B-2

### Hollywood Boulevard Improvement Plan



## **Exhibit B-3**

### **Build-Out P.M. Peak-Hour Traffic**



**Exhibit B-4**  
**Hollywood Boulevard at Wal-Mart Drive/Project Drive**  
**HCS Two-Way Stop Control Worksheet**

## HCS+: Unsignalized Intersections Release 5.5

## TWO-WAY STOP CONTROL SUMMARY

Analyst: KLD  
 Agency/Co.: LTG  
 Date Performed: 10/17/2012  
 Analysis Time Period: P.M. Peak-Hour  
 Intersection: Hollywood Blvd.  
 Jurisdiction: West Melbourne  
 Units: U. S. Customary  
 Analysis Year: Build-Out  
 Project ID: Benchmark Project  
 East/West Street: Wal-Mart Dr./Site Dr.  
 North/South Street: Hollywood Blvd.  
 Intersection Orientation: NS

Study period (hrs): 0.25

## Vehicle Volumes and Adjustments

Major Street:	Approach Movement	Northbound			Southbound		
		1	2	3	4	5	6
		L	T	R	L	T	R
Volume		132	318	124	161	624	73
Peak-Hour Factor, PHF		0.84	0.84	0.84	0.95	0.95	0.95
Hourly Flow Rate, HFR		157	378	147	169	656	76
Percent Heavy Vehicles		2	--	--	2	--	--
Median Type/Storage		Undivided			/		
RT Channelized?		No			No		
Lanes		1	1	1	1	1	1
Configuration		L	T	R	L	T	R
Upstream Signal?		Yes			No		

Minor Street:	Approach Movement	Westbound			Eastbound		
		7	8	9	10	11	12
		L	T	R	L	T	R
Volume		147	0	145	75	0	88
Peak Hour Factor, PHF		0.77	0.77	0.77	0.75	0.75	0.75
Hourly Flow Rate, HFR		190	0	188	100	0	117
Percent Heavy Vehicles		2	0	0	2	0	0
Percent Grade (%)		0			0		
Flared Approach: Exists?/Storage		No			/		
Lanes		1	1	0	1	1	0
Configuration		L		TR	L		TR

## Delay, Queue Length, and Level of Service

Approach Movement	NB	SB	Westbound		Eastbound		
	1	4	7	8	9	10	11
	L	L	L	TR	L	L	TR
v (vph)	157	169	190		188	100	117
C(m) (vph)	873	1030	32		699	28	469
v/c	0.18	0.16	5.94		0.27	3.57	0.25
95% queue length	0.65	0.59	22.87		1.09	12.10	0.98
Control Delay	10.0+	9.2	2467		12.0	1448	15.2
LOS	B	A	F		B	F	C
Approach Delay				1246			675.4
Approach LOS				F			F

## HCS+: Unsignalized Intersections Release 5.5

Phone:  
E-Mail:

Fax:

## TWO-WAY STOP CONTROL (TWSC) ANALYSIS

Analyst: KLD  
Agency/Co.: LTG  
Date Performed: 10/17/2012  
Analysis Time Period: P.M. Peak-Hour  
Intersection: Hollywood Blvd.  
Jurisdiction: West Melbourne  
Units: U. S. Customary  
Analysis Year: Build-Out  
Project ID: Benchmark Project  
East/West Street: Wal-Mart Dr./Site Dr.  
North/South Street: Hollywood Blvd.  
Intersection Orientation: NS

Study period (hrs): 0.25

Vehicle Volumes and Adjustments						
Major Street Movements	1	2	3	4	5	6
	L	T	R	L	T	R
Volume	132	318	124	161	624	73
Peak-Hour Factor, PHF	0.84	0.84	0.84	0.95	0.95	0.95
Peak-15 Minute Volume	39	95	37	42	164	19
Hourly Flow Rate, HFR	157	378	147	169	656	76
Percent Heavy Vehicles	2	--	--	2	--	--
Median Type/Storage	Undivided			/		
RT Channelized?	No			No		
Lanes	1	1	1	1	1	1
Configuration	L	T	R	L	T	R
Upstream Signal?	Yes			No		

Minor Street Movements	7	8	9	10	11	12
	L	T	R	L	T	R
Volume	147	0	145	75	0	88
Peak Hour Factor, PHF	0.77	0.77	0.77	0.75	0.75	0.75
Peak-15 Minute Volume	48	0	47	25	0	29
Hourly Flow Rate, HFR	190	0	188	100	0	117
Percent Heavy Vehicles	2	0	0	2	0	0
Percent Grade (%)	0			0		
Flared Approach: Exists?/Storage	No			/		
RT Channelized?	No			/		
Lanes	1	1	0	1	1	0
Configuration	L	TR		L	TR	

Pedestrian Volumes and Adjustments				
Movements	13	14	15	16
Flow (ped/hr)	0	0	0	0

Lane Width (ft)	12.0	12.0	12.0	12.0
Walking Speed (ft/sec)	4.0	4.0	4.0	4.0
Percent Blockage	0	0	0	0

Upstream Signal Data							
	Prog. Flow vph	Sat Flow vph	Arrival Type	Green Time sec	Cycle Length sec	Prog. Speed mph	Distance to Signal feet
S2 Left-Turn	329	1700	3	17	140	45	615
Through	130	1700	3	0	140	45	615
S5 Left-Turn							
Through							

## Worksheet 3-Data for Computing Effect of Delay to Major Street Vehicles

	Movement 2	Movement 5
Shared ln volume, major th vehicles:		
Shared ln volume, major rt vehicles:		
Sat flow rate, major th vehicles:		
Sat flow rate, major rt vehicles:		
Number of major street through lanes:		

## Worksheet 4-Critical Gap and Follow-up Time Calculation

Critical Gap Calculation								
Movement	1 L	4 L	7 L	8 T	9 R	10 L	11 T	12 R
t(c,base)	4.1	4.1	7.1	6.5	6.2	7.1	6.5	6.2
t(c,hv)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
P(hv)	2	2	2	0	0	2	0	0
t(c,g)			0.20	0.20	0.10	0.20	0.20	0.10
Percent Grade			0.00	0.00	0.00	0.00	0.00	0.00
t(3,lt)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
t(c,T): 1-stage	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2-stage	0.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00
t(c) 1-stage	4.1	4.1	7.1	6.5	6.2	7.1	6.5	6.2
2-stage								

Follow-Up Time Calculations								
Movement	1 L	4 L	7 L	8 T	9 R	10 L	11 T	12 R
t(f,base)	2.20	2.20	3.50	4.00	3.30	3.50	4.00	3.30
t(f,HV)	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
P(HV)	2	2	2	0	0	2	0	0
t(f)	2.2	2.2	3.5	4.0	3.3	3.5	4.0	3.3

## Worksheet 5-Effect of Upstream Signals

Computation 1-Queue Clearance Time at Upstream Signal				
	Movement 2		Movement 5	
	V(t)	V(l,prot)	V(t)	V(l,prot)
V prog	130	329		

Total Saturation Flow Rate, s (vph)	1700	1700
Arrival Type	3	3
Effective Green, g (sec)	0	17
Cycle Length, C (sec)	140	140
Rp (from Exhibit 16-11)	1.000	1.000
Proportion vehicles arriving on green P	0.000	0.121
g(q1)	10.7	23.8
g(q2)	0.9	5.7
g(q)	11.6	29.5

## Computation 2-Proportion of TWSC Intersection Time blocked

	Movement 2		Movement 5	
	V(t)	V(l,prot)	V(t)	V(l,prot)
alpha	0.550			
beta	0.645			
Travel time, t(a) (sec)	9.297			
Smoothing Factor, F	0.233			
Proportion of conflicting flow, f	1.000	1.000		
Max platooned flow, V(c,max)	1621	1699		
Min platooned flow, V(c,min)	1000	1000		
Duration of blocked period, t(p)	-3.4	13.6		
Proportion time blocked, p	0.074		0.000	

## Computation 3-Platoon Event Periods

	Result
p(2)	0.074
p(5)	0.000
p(dom)	0.074
p(subo)	0.000
Constrained or unconstrained?	U

## Proportion

unblocked for minor movements, p(x)	(1) Single-stage Process	(2) Two-Stage Process Stage I	(3) Two-Stage Process Stage II
p(1)	1.000		
p(4)	0.926		
p(7)	0.926		
p(8)	0.926		
p(9)	0.926		
p(10)	0.926		
p(11)	0.926		
p(12)	1.000		

Computation 4 and 5  
Single-Stage Process

Movement	1 L	4 L	7 L	8 T	9 R	10 L	11 T	12 R
V c, x	732	525	1782	1762	378	1854	1833	656
s	1500	1500	1500	1500	1500	1500	1500	1500
Px	1.000	0.926	0.926	0.926	0.926	0.926	0.926	1.000
V c, u, x	732	448	1804	1783	289	1882	1859	656
C r, x	873	1112	61	83	755	54	74	469
C plat, x	873	1030	57	77	699	50	69	469

## Two-Stage Process

7

8

10

11

	Stage1	Stage2	Stage1	Stage2	Stage1	Stage2	Stage1	Stage2
V(c,x)								
s	1500	1500	1500	1500	1500	1500	1500	1500
P(x)								
V(c,u,x)								
C(r,x)								
C(plat,x)								

## Worksheet 6-Impedance and Capacity Equations

Step 1: RT from Minor St.	9	12
Conflicting Flows	378	656
Potential Capacity	699	469
Pedestrian Impedance Factor	1.00	1.00
Movement Capacity	699	469
Probability of Queue free St.	0.73	0.75
Step 2: LT from Major St.	4	1
Conflicting Flows	525	732
Potential Capacity	1030	873
Pedestrian Impedance Factor	1.00	1.00
Movement Capacity	1030	873
Probability of Queue free St.	0.84	0.82
Maj L-Shared Prob Q free St.		
Step 3: TH from Minor St.	8	11
Conflicting Flows	1762	1833
Potential Capacity	77	69
Pedestrian Impedance Factor	1.00	1.00
Cap. Adj. factor due to Impeding mvmnt	0.69	0.69
Movement Capacity	53	47
Probability of Queue free St.	1.00	1.00
Step 4: LT from Minor St.	7	10
Conflicting Flows	1782	1854
Potential Capacity	57	50
Pedestrian Impedance Factor	1.00	1.00
Maj. L, Min T Impedance factor	0.69	0.69
Maj. L, Min T Adj. Imp Factor.	0.76	0.76
Cap. Adj. factor due to Impeding mvmnt	0.57	0.55
Movement Capacity	(32)	(28)

## Worksheet 7-Computation of the Effect of Two-stage Gap Acceptance

Step 3: TH from Minor St.	8	11
Part 1 - First Stage		
Conflicting Flows		
Potential Capacity		
Pedestrian Impedance Factor		
Cap. Adj. factor due to Impeding mvmnt		
Movement Capacity		
Probability of Queue free St.		

Part 2 - Second Stage  
 Conflicting Flows  
 Potential Capacity  
 Pedestrian Impedance Factor  
 Cap. Adj. factor due to Impeding mvmnt  
 Movement Capacity

Part 3 - Single Stage		
Conflicting Flows	1762	1833
Potential Capacity	77	69
Pedestrian Impedance Factor	1.00	1.00
Cap. Adj. factor due to Impeding mvmnt	0.69	0.69
Movement Capacity	53	47

Result for 2 stage process:

a		
y		
C t	53	47
Probability of Queue free St.	1.00	1.00

Step 4: LT from Minor St.	7	10
---------------------------	---	----

Part 1 - First Stage  
 Conflicting Flows  
 Potential Capacity  
 Pedestrian Impedance Factor  
 Cap. Adj. factor due to Impeding mvmnt  
 Movement Capacity

Part 2 - Second Stage  
 Conflicting Flows  
 Potential Capacity  
 Pedestrian Impedance Factor  
 Cap. Adj. factor due to Impeding mvmnt  
 Movement Capacity

Part 3 - Single Stage		
Conflicting Flows	1782	1854
Potential Capacity	57	50
Pedestrian Impedance Factor	1.00	1.00
Maj. L, Min T Impedance factor	0.69	0.69
Maj. L, Min T Adj. Imp Factor.	0.76	0.76
Cap. Adj. factor due to Impeding mvmnt	0.57	0.55
Movement Capacity	32	28

Results for Two-stage process:

a		
y		
C t	32	28

#### Worksheet 8-Shared Lane Calculations

Movement	7 L	8 T	9 R	10 L	11 T	12 R
Volume (vph)	190	0	188	100	0	117
Movement Capacity (vph)	32	53	699	28	47	469
Shared Lane Capacity (vph)			699			469

## Worksheet 9-Computation of Effect of Flared Minor Street Approaches

Movement	7 L	8 T	9 R	10 L	11 T	12 R
C sep	32	53	699	28	47	469
Volume	190	0	188	100	0	117
Delay						
Q sep						
Q sep +1						
round (Qsep +1)						
n max						
C sh			699			469
SUM C sep						
n						
C act						

## Worksheet 10-Delay, Queue Length, and Level of Service

Movement	1	4	7	8	9	10	11	12
Lane Config	L	L	L		TR	L		TR
v (vph)	157	169	190		188	100		117
C(m) (vph)	873	1030	32		699	28		469
v/c	0.18	0.16	5.94		0.27	3.57		0.25
95% queue length	0.65	0.59	22.87		1.09	12.10		0.98
Control Delay	10.0+	9.2	2467		12.0	1448		15.2
LOS	B	A	F		B	F		C
Approach Delay				1246			675.4	
Approach LOS				F			F	

## Worksheet 11-Shared Major LT Impedance and Delay

	Movement 2	Movement 5
p(oj)	0.82	0.84
v(i1), Volume for stream 2 or 5		
v(i2), Volume for stream 3 or 6		
s(i1), Saturation flow rate for stream 2 or 5		
s(i2), Saturation flow rate for stream 3 or 6		
P*(oj)		
d(M,LT), Delay for stream 1 or 4	10.0+	9.2
N, Number of major street through lanes		
d(rank,1) Delay for stream 2 or 5		

**Exhibit B-5**  
**Hollywood Boulevard at Wal-Mart Drive/Project Drive**  
**HCS Signal Control Worksheet**

## HCS+: Signalized Intersections Release 5.5

Analyst: Inter.: Hollywood Blvd. at Wal-mart Dr  
 Agency: LTG Area Type: All other areas  
 Date: 10/17/2012 Jurisd: West Melbourne  
 Period: P.M. Peak-Hour Year : 2014 Build-Out  
 Project ID: Benchmark Project  
 E/W St: Wal-Mart Dr./Project Dr. N/S St:

## SIGNALIZED INTERSECTION SUMMARY

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	1	1	0	1	1	0	1	1	1	1	1	1
LGConfig	L	TR		L	TR		L	T	R	L	T	R
Volume	75	0	88	147	0	145	132	318	124	161	624	73
Lane Width	12.0	12.0		12.0	12.0		12.0	12.0	12.0	12.0	12.0	12.0
RTOR Vol			0			0			0			0

Duration	0.25	Area Type: All other areas							
		Signal Operations							
Phase Combination	1	2	3	4		5	6	7	8
EB Left	A		A		NB Left	A	A		
Thru			A		Thru		A		
Right			A		Right		A		
Peds					Peds				
WB Left	A	A	A		SB Left	A	A		
Thru		A	A		Thru		A		
Right		A	A		Right		A		
Peds					Peds				
NB Right					EB Right				
SB Right					WB Right				
Green	6.9	5.3	16.3			11.3	75.2	0.0	
Yellow	4.0	4.0	4.0			4.0	4.0		
All Red	1.0	1.0	1.0			1.0	1.0		

Cycle Length: 140.0 secs

## Intersection Performance Summary

Appr/	Lane	Adj Sat	Ratios		Lane Group		Approach	
Lane	Group	Flow Rate	v/c	g/C	Delay	LOS	Delay	LOS
Grp	Capacity	(s)						
Eastbound								
L	196	1770	0.51	0.17	55.4	E		
TR	184	1583	0.64	0.12	66.1	E	61.1	E
Westbound								
L	311	1770	0.61	0.28	45.2	D		
TR	301	1583	0.62	0.19	56.1	E	50.6	D
Northbound								
L	194	1770	0.81	0.65	51.5	D		
T	1001	1863	0.38	0.54	18.9	B	25.9	C
R	850	1583	0.17	0.54	16.6	B		
Southbound								
L	592	1770	0.28	0.65	10.8	B		
T	1001	1863	0.65	0.54	24.5	C	21.2	C
R	850	1583	0.09	0.54	15.8	B		

Intersection Delay = 31.8 (sec/veh) Intersection LOS = C

EXHIBIT "C"  
ROADWAY IMPROVEMENTS

**ROADWAY IMPROVEMENTS**

- (a) Construct a mast arm traffic signal on Hollywood Boulevard at the WalMart entrance/main Benchmark Property entrance;
- (b) Widen Hollywood Boulevard by constructing a southbound left-turn lane at Palm Bay Road and a northbound left-turn on Hollywood Boulevard at the main Benchmark Property entrance opposite the Wal-Mart entrance;
- (c) Widen Hollywood Boulevard to accommodate a northbound left-turn lane at the northerly, minor Benchmark Property entrance;
- (d) Construct two separate southbound right-turn lanes on Hollywood Boulevard into the main and minor Benchmark Property entrances;
- (e) Construct a wet retention/detention drainage system which will provide water quality treatment for runoff from Hollywood Boulevard as more fully described in the stormwater analysis report prepared by Robb & Taylor Engineering Solutions, Inc.

**EXHIBIT "C"**

**Page 1 of 2**



**EXHIBIT "D"**

**CONCURRENCY APPROVAL FOR DRIVEWAY PERMIT**

Project Number: DR-12-10-01-D

Project Name: West Melbourne Interchange Center 11<sup>th</sup> Submittal

Applicant/Engineer: Robb & Taylor Engineering Solutions, Inc.

CONCURRENCY APPROVAL FOR DRIVEWAY PERMIT AND OR A RIGHT OF WAY PERMIT  
WITH AN ASSOCIATED SITE PLAN OR SUBDIVISION PLAN

NOTICE TO APPLICANT REGARDING CONCURRENCY APPROVALS:

This concurrency approval is for a Brevard County Driveway or a Right of Way Permit only, and is not intended to satisfy or eliminate any concurrency requirements from any affected municipality.

This Concurrency Evaluation Finding of Non-Deficiency will expire on: 4/11/2013, 6 months from the review date. The Driveway or Right of Way Permit submittal and approval must be made prior to this expiration date.

THE APPLICANT IS HEREBY NOTIFIED THAT THIS CONCURRENCY APPROVAL  
DOES NOT GUARANTEE THE ISSUANCE OF A BUILDING PERMIT.

This project was evaluated for a 174,500 s.f. shopping center and a 114 room hotel.

In performing the concurrency evaluation for the above-named project,  
infrastructure facilities were within established levels of service.

Paul Body, Planner I  
Reviewed By

10-11-2012  
Date

I acknowledge that I have read and understand the above information pertaining to Concurrency Approvals.

[Signature]  
Name

10/18/12  
Date

Replaces DR-12-04-01D

District # <u>3</u>	<b>APPLICATION FOR CONCURRENCY EVALUATION</b>	<b>OFFICE USE ONLY</b>
Segment # <u>1641, 2308</u>	BREVARD COUNTY, FLORIDA	Review # <u>DR-12-10-01D</u>
	PLANNING & ZONING OFFICE	
	2725 JAMIESON WAY, BLDG A, SUITE 114, VIERA, FL 32940	
	PHONE: (321) 633-2070 FAX: (321) 633-2074 INTERNET: <a href="http://www.brevardcounty.us/zoning/">http://www.brevardcounty.us/zoning/</a>	
<small>NOTE: This application together with all required attachments shall be completed and submitted to the Planning &amp; Zoning Office for evaluation. The Project must have Concurrency Approval prior to making application for Site Plan, Subdivision Plat, Driveway Permit and/or a Right of Way Use Permit Submittal. A finding of Non-Deficiency only entitles the owner/applicant to apply for development permits pursuant to the time parameters established in the Concurrency Evaluation Ordinance (91-36).</small>		

Owner: <u>Benchmark Melbourne 35 Associates</u>	Applicant/Company: <u>Robb &amp; Taylor Engineering Solutions, Inc.</u>
Address: <u>4053 Maple Road</u>	Engineer: <u>Robert Robb, P.E.</u>
<u>Amherst, New York 14226</u>	Address: <u>4685 Hidden Lakes Place</u>
Phone: <u>716-833-4986</u>	<u>Melbourne, FL 32934</u>
Email: _____	Phone & Fax: <u>321-302-2313</u>
	Email: <u>r-engineering@cfl.rr.com</u>

## PROPERTY DESCRIPTION

Township: 28S Range: 37E Section: 20 SD #: \_\_\_\_\_ Parcel: 26 Block: \_\_\_\_\_ Lot: \_\_\_\_\_

Acreage: 34.57 Zoning: C-1 Tax Parcel ID, Legal: 28-37-20-00-00260.0-0000.00

## PROPOSED DEVELOPMENT INFORMATION/POTENTIAL

<input type="checkbox"/> Site Plan Submittal or Amendment:	Project Name: <u>West Melbourne Interchange Center</u>
<input type="checkbox"/> Subdivision Plat Submittal:	Nearest Major Road: <u>Hollywoods Blvd / Palm Bay Road</u>
Residential Uses (check all that apply): (du = dwelling units)	
<input type="checkbox"/> Single-Family Houses Detached	_____ du
<input type="checkbox"/> Single-Family Homes Attached (duplex, triplex, condo, townhome)	_____ du
<input type="checkbox"/> Multi-Family Apartments (4 or more units/buildings)	_____ du
<input type="checkbox"/> Mobile/Manufactured Homes (lots & acreage)	_____ du
<input type="checkbox"/> Recreational Homes (lots/sites & acreage)	_____ du
Non-residential Uses (check all that apply): (sf = square feet)	
<input type="checkbox"/> Bank (with or without drive-through)	_____ sf
<input type="checkbox"/> Church (all uses except classroom space)	_____ sf
<input type="checkbox"/> Convenience store (with gas sales, or without gas)	_____ sf
<input checked="" type="checkbox"/> Hotel/Motel (# of rooms)	<u>114</u> rm
<input type="checkbox"/> Office	_____ sf
<input checked="" type="checkbox"/> Retail	<u>168,625</u> sf
<input checked="" type="checkbox"/> Restaurant (all down indoor & or outdoor seating)	<u>5,875</u> sf
<input type="checkbox"/> Restaurant (fast food with drive-through or without)	_____ sf
<input type="checkbox"/> Warehouse	_____ sf
<input type="checkbox"/> ACLF & or Nursing Home (number of beds or rooms)	_____ beds or rooms
<input type="checkbox"/> Other:	size: _____
<input type="checkbox"/> Other:	size: _____

Note: If project will be phased, or has multiple buildings, please give a breakdown showing the type and number of units in each phase or building.  
Phase #/Building # \_\_\_\_\_

<b>OFFICE USE ONLY</b>		
<input checked="" type="checkbox"/> Fee of \$175.00 in Cash or Check (No <u>574</u> ) drawn to the order of Brevard County Board of County Commissioners.	Provider: <u>Melbourne</u>	Expires: <u>Univest</u>
<input checked="" type="checkbox"/> Potable Water Capacity Availability Certificate or Reservation	Provider: <u>West Melbourne</u>	Expires: <u>Univest</u>
<input checked="" type="checkbox"/> Sanitary Sewer Capacity Availability Certificate or Reservation		Expires: <u>4-10-14</u>
<input checked="" type="checkbox"/> Solid Waste Capacity Reservation Certificate from Brevard County Solid Waste Department		
<input checked="" type="checkbox"/> 1 Copy of Site Plan, Subdivision Plan or Concept Drawing with A General Statement		
Received By: <u>Paul J. Body</u>	Date: <u>10-11-12</u>	Receipt #: <u>322858</u>
<input checked="" type="checkbox"/> A Finding of Non-Deficiency	Applicant must Apply for and Receive Approval for Site Plan, Subdivision Plat, Driveway Permit and/or a Right of Way Use Permit with the Land Development Office prior to: <u>4-11-13</u>	
<input checked="" type="checkbox"/> APPROVED CONDITIONALLY		
<input type="checkbox"/> Exempt per:		
<input type="checkbox"/> A Finding of Deficiency		
<input type="checkbox"/> DEFERRED OR DENIED		
Reviewed By: <u>Paul J. Body</u>	Date: <u>10-11-12</u>	Title: <u>Planner I</u>
White - Office Original	Yellow - Land Development Copy	Pink - Applicant Copy

EXHIBIT "E"

ENGINEER'S OPINION OF TOTAL COSTS AND PERCENTAGE OF NON-SITE

RELATED COSTS

HOLLYWOOD BOULEVARD IMPROVEMENTS						
OPINION OF PROBABLE CONSTRUCTION COST						
ROADWAY LENGTH: 2090 LINEAL FEET						
Owner: The Benchmark Group Firm: Robb & Taylor Engineering, Inc.				R. Robb 10/30/2012		
ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	% REIMBURSABLE	REIMBURSABLE COST	TOTAL COST
Start - up Items						
Mobilization	1	ls	22000	7.80%	1,716.00	\$ 22,000
Trailer	6	mos	385	7.80%	180.18	\$ 2,310
Dumpster	12	ea	55	7.80%	51.48	\$ 660
Chemical Toilets	6	mos	230	7.80%	107.64	\$ 1,380
Staging Area	1	ea	5500	7.80%	429.00	\$ 5,500
Temporary Electric	6	mos	770	7.80%	360.36	\$ 4,620
Testing	1	ls	11000	7.80%	858.00	\$ 11,000
					3,703	\$ 47,470
Erosion Control						
Silt Fence - Staked	4500	lf	\$ 3.00	7.80%	1,053.00	\$ 13,500
Floating Turbidity Barriers	225	lf	\$ 5.50	7.80%	96.53	\$ 1,238
NPDES Compliance	1	ls	\$ 5,500.00	7.80%	429.00	\$ 5,500
					1,579	\$ 20,238
Demolition						
Sign relocation	1	ea	\$ 330.00	7.80%	25.74	\$ 330
18" RCP removal	262	lf	\$ 11.00	7.80%	224.80	\$ 2,882
24" RCP removal	218	lf	\$ 11.00	7.80%	187.04	\$ 2,398
18" MES removal	4	ea	\$ 110.00	7.80%	34.32	\$ 440
24" MES removal	1	ea	\$ 110.00	7.80%	8.58	\$ 110
Asphalt Paved Shoulder Removal	1470	sy	\$ 1.65	7.80%	189.19	\$ 2,426
Asphalt pavement removal (Traffic Lanes)	5950	sy	\$ 1.65	7.80%	752.90	\$ 9,653
Asphalt Milling (1 1/2" depth)	1270	sy	\$ 1.45	7.80%	143.64	\$ 1,842
Type F Concrete Curb Removal	515	lf	\$ 5.50	7.80%	220.94	\$ 2,833
6" Force Main Relocation	750	lf	\$ 65.00	7.80%	3,802.50	\$ 48,750
Dewatering - Force Main Relocation	750	lf	\$ 11.00	7.80%	643.50	\$ 8,250
Power Pole Relocation	6	ea	\$ 18,700.00	100.00%	112,200	\$ 112,200
Traffic Hand Signal Removal	1	ea	\$ 8,250.00	7.80%	643.50	\$ 8,250
Traffic Control Box and loop removal	1	ea	\$ 8,800.00	7.80%	686.40	\$ 8,800
4' barbed wire fence / post removal	1549	lf	\$ 4.40	7.80%	531.62	\$ 6,816
					120,295	\$ 215,978

EXHIBIT "E"

Page 1 of 3

HOLLYWOOD BOULEVARD IMPROVEMENTS						
OPINION OF PROBABLE CONSTRUCTION COST						
ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	% REIMBURSABLE	REIMBURSABLE COST	COST
Roadway Construction						
Cemented Coquina 10" Thk base (shoulder)	1500	sy	\$ 13.20	7.80%	1,544 \$	19,800
Cemented Coquina 10" Thk base (new traffic lanes)	2980	sy	\$ 15.40	7.80%	3,580 \$	45,892
Cemented Coquina base (existing traffic lanes - add'l)	1110	cy	\$ 61.50	7.80%	5,325 \$	68,265
Stabilized Shoulder Subgrade (12" thk)	1500	sy	\$ 8.25	7.80%	965 \$	12,375
Stabilized New Traffic Lane Subgrade (12" thk)	2980	sy	\$ 8.25	7.80%	1,918 \$	24,585
2" Thk Asphalt structural course (Superpave 12.5)	11370	sy	\$ 9.90	7.80%	8,780 \$	112,563
1 1/2" FC-12.5 Dense Graded Friction Course	10235	sy	\$ 14.85	7.80%	11,855 \$	151,990
Bituminous Prime Coat	1150	gal	\$ 2.85	7.80%	256 \$	3,278
Bituminous Tack Coat	1150	gal	\$ 2.85	7.80%	256 \$	3,278
Guardrail	577	lf	\$ 20.35	7.80%	916 \$	11,742
					35,394 \$	453,767
Earthwork						
Clear and Grub roadway area	3.60	ac.	\$ 6,050.00	7.80%	1,699 \$	21,780
Fill Placement / Rough Grading	3669	cy	\$ 2.75	7.80%	787 \$	10,090
Earthwork cut	2125	cy	\$ 3.30	7.80%	547 \$	7,013
Seed and Mulch of disturbed areas and swales	17310	sy	\$ 0.80	7.80%	1,080 \$	13,848
Sod (2' strip along curb)	114	sy	\$ 5.50	7.80%	49 \$	629
Final Grading	17450	sy	\$ 1.55	7.80%	2,110 \$	27,048
					6,272 \$	80,407
Drainage - Conveyance System						
Reinforced Concrete Pipe (36" Dia.)	356	lf	\$ 71.50	7.80%	1,985 \$	25,454
M.E.S. (36" Dia.)	1	ea	\$ 2,750.00	7.80%	215 \$	2,750
M.E.S. (18" Dia.)	6	ea	\$ 550.00	7.80%	257 \$	3,300
18" R.C.P.	177	lf	\$ 30.00	7.80%	414 \$	5,310
FDOT Type D Inlet	2	ea	\$ 2,100.00	7.80%	328 \$	4,200
Manholes (Type J)	2	ea	\$ 3,850.00	7.80%	601 \$	7,700
Manholes (5' dia.)	6	ea	\$ 2,300.00	7.80%	1,078 \$	13,800
14" x 23" ERCP	1512	lf	\$ 35.00	7.80%	4,128 \$	52,920
14" x 23" M.E.S.	7	ea.	\$ 750.00	7.80%	410 \$	5,250
					9,413 \$	120,684

HOLLYWOOD BOULEVARD IMPROVEMENTS						
OPINION OF PROBABLE CONSTRUCTION COST						
ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	% REIMBURSABLE	REIMBURSABLE COST	COST
Stormwater Retention Basin						
Clear and Grub Pond Area	1.2	ac.	\$ 7,150.00	7.80%	\$ 669	\$ 8,580
Excavation	11100	cy	\$ 2.75	7.80%	\$ 2,381	\$ 30,525
Dewatering	11100	cy	\$ 1.65	7.80%	\$ 1,429	\$ 18,315
Sod	1700	sy	\$ 2.20	7.80%	\$ 292	\$ 3,740
Final Grading	2420	sy	\$ 2.75	7.80%	\$ 519	\$ 6,655
Outfall Control Structure	1	ea	\$ 4,950.00	7.80%	\$ 386	\$ 4,950
					\$ 5,676	\$ 72,765

Miscellaneous						
FDOT Type 'F' concrete curb	515	lf	\$ 25.30	7.80%	\$ 1,016	\$ 13,030
5' Sidewalk	1549	lf	\$ 24.50	7.80%	\$ 2,960	\$ 37,951
8' Sidewalk	539	lf	\$ 39.20	7.80%	\$ 1,648	\$ 21,129
Signage	9	ea	\$ 350.00	7.80%	\$ 246	\$ 3,150
Detectable Warning (Truncated Domes) Ped Ramps	5	ea	\$ 550.00	7.80%	\$ 215	\$ 2,750
Reflective Pavement Markers	390	ea	\$ 11.00	7.80%	\$ 335	\$ 4,290
Striping	1	ls	\$ 14,025.00	7.80%	\$ 1,094	\$ 14,025
Layout and "As-Builts"	1	ls	\$ 16,500.00	7.80%	\$ 1,287	\$ 16,500
Turn arrows	37	ea	\$ 100.00	7.80%	\$ 289	\$ 3,700
Stop Bars	5	ea	\$ 265.00	7.80%	\$ 103	\$ 1,325
Maintenance of Traffic	1	ls	\$ 88,000.00	7.80%	\$ 6,864	\$ 88,000
Traffic Signal Design			\$ 25,000.00	61.10%	\$ 15,275	\$ 25,000
Civil Engineering Design			\$ 75,000.00	7.80%	\$ 5,850	\$ 75,000
Legal			\$ 25,000.00	7.80%	\$ 1,950	\$ 25,000
					\$ 39,131	\$ 330,849
Traffic Signalization						
Traffic Signalization w/mast arms	1	ls	\$ 295,000.00	61.10%	\$ 180,245	\$ 295,000
					\$	\$ 295,000

Total Reimbursable Costs: \$ 401,707 \$ 1,637,156  
 Subtotal Cost Hollywood Boulevard Improvements: \$ 40,171 \$ 163,716  
 Contingency (10%): \$ 441,877 \$ 1,800,972  
 Total Cost Hollywood Boulevard Improvements:

**EXHIBIT "F"**

**LEGAL DESCRIPTION OF RIGHT-OF-WAY AND**

**RIGHT OF WAY PURCHASE AGREEMENT**

**CONTRACT FOR SALE AND PURCHASE**

**Seller:** Benchmark Melbourne 35 Associates Limited Partnership, a foreign limited partnership

**Buyer:** Board of County Commissioners, Brevard County, Florida  
2725 Judge Fran Jamieson Way, Viera, Florida 32940

**Legal description of property being transferred:** See Exhibit "A".

The transfer shall be made pursuant to the following terms and conditions and the Standards for Real Estate Transactions, on the reverse side of this contract.

**Purchase price:** \$578,250.00

**Deposit:** \$100 to be transferred to an escrow account established and held by the Brevard County Clerk, such deposit to be applied to the purchase price.

**Time for acceptance of offer; effective date; facsimile:** If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before April 17, 2013, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed this offer. A facsimile copy of this Contract and any signatures hereon shall be considered for all purposes as originals.

**Title evidence:** At least 15 days before closing date, ☒ Seller shall, at Seller's expense, deliver to Buyer or Buyer's attorney or ☐ Buyer shall at Buyer's expense obtain ☐ a title search and/or ☒ title insurance commitment (with legible copies of instruments listed as exceptions attached thereto) and, after closing, an owner's policy of title insurance.

**Closing Date:** This transaction shall be closed and the deed and other closing papers delivered on June 30, 2013, unless modified by other provisions of this Contract.

**Warranties:** The following warranties are made and shall survive closing.

- a. SELLER warrants that there are no parties in occupancy other than Seller.
- b. SELLER warrants there is no hazardous waste or other environmental contamination located in or upon the property being acquired by the County. Seller shall indemnify and defend Buyer from any and all claims or expenses resulting from hazardous waste or environmental contamination located in or upon the property provided such waste or contamination was not placed on the property by the Buyer.
- c. SELLER warrants that he/she has no knowledge of any fact or restriction which would prevent use of the property for purposes.
- d. SELLER hereby represents and warrants to COUNTY that SELLER has not engaged or dealt with any agent, broker or finder, in regard to this Agreement or to the sale and purchase of the property contemplated hereby. SELLER hereby acknowledges and covenants that SELLER is solely responsible for any and all commissions due arising out of or connected within the sale or transfer of the property. SELLER hereby indemnifies COUNTY and agrees to hold COUNTY free and harmless from and against any and all liability, loss, costs, damage and expense, including but not limited to attorney's fees and costs of litigation both prior to and on appeal, which COUNTY shall ever suffer or incur because of any claim by any agent, broker or finder engaged by SELLER, including broker, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the property contemplated hereby.

**Inspections:** The BUYER shall have 60 days after the Brevard County Board of County Commissioners executes the contract within which to complete physical inspection and evaluation of the property for environmental, hazardous materials, developability, access, drainage and subsurface conditions. In the event a Phase I environmental assessment meeting ASTM standards is prepared and environmental issues objectionable to BUYER are detected, SELLER shall 1) take all steps necessary to remove BUYER'S objections prior to the expiration of the 60 day inspection period, if possible or 2) if acceptable to BUYER, SELLER shall allow an additional 90 days to provide adequate time to conduct a Phase II assessment meeting ASTM standards. If the Phase I assessment reveals contamination this agreement may be terminated by BUYER and BUYER may decline to allow SELLER to clean up or to proceed to a Phase II assessment. Likewise, if the Phase II assessment reveals contamination objectionable to BUYER, BUYER may terminate this agreement. Alternatively, BUYER may grant SELLER an additional 90 days to clean up the site after the Phase II assessment, but BUYER is not required to do so. SELLER shall allow the BUYER or its agents reasonable right of entry upon the property for inspection purposes. Before the expiration of the initial 60-day inspection period or the additional 90-day extension for a Phase II assessment, BUYER shall have the right to terminate this agreement with a full refund of any deposits, should the results of the inspection indicate the property cannot be used for its intended purpose or that mitigation of conditions would be required. If clean up after a Phase II assessment is attempted but unacceptable to BUYER, the BUYER shall receive a full refund of its deposit.

**Condemnation:** This property ☐ is ☒ is not being acquired under threat of condemnation. If so, this agreement, includes and settles all issues of full compensation for the property being acquired, including fees and costs.

SELLER shall comply with §196.295, Fla. Stat.

SELLER hereby agrees to provide the necessary information and execute a beneficial interest and disclosure affidavit as required by §286.23, Fla. Stat.

**Special Clauses:** ☐ See attached addendum ☐ NOT APPLICABLE

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

BENCHMARK MELBOURNE 35 ASSOCIATES LIMITED PARTNERSHIP a Delaware Limited Partnership  
By Benchmark Blue Ash Properties, a Delaware Corporation, its General Partner

\_\_\_\_\_  
Andy Anderson, CHAIRMAN

\_\_\_\_\_  
(Seller) By: Benchmark Blue Ash Properties, Inc., General Partner  
By: \_\_\_\_\_, as President

As approved by the Board \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(Seller) Date: \_\_\_\_\_

## STANDARDS FOR REAL ESTATE TRANSACTIONS

**A. EVIDENCE OF TITLE:** A title insurance commitment issued by a Florida licensed title insurer agreeing to issue to Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price insuring Buyer's title to the Real Property, subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract and those which shall be discharged by Seller at or before closing. Seller shall convey marketable title subject only to liens, encumbrances, exceptions or qualifications specified in this Contract. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving evidence of title to examine it. If title is found defective, Buyer shall within 3 days thereafter, notify Seller in writing specifying defect(s). If the defect(s) render title unmarketable, Seller will have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within five (5) days after expiration of the thirty (30) day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall immediately be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) in the title within the time provided therefor. If Seller is unable to remove the defects within the times allowed therefor, Buyer shall either waive the defects or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligation under this Contract.

**B. SURVEY:** Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certified by a registered Florida surveyor. If survey shows encroachment on Real Property or that improvements located on Real Property encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulation, the same shall constitute a title defect.

**C. INGRESS AND EGRESS:** Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described in the Warranties section of the agreement.

**D. LIENS:** Seller shall furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Property for 90 days immediately preceding date of closing. If Property has been improved or repaired within that time Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen and further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at closing of this Contract.

**E. TIME PERIOD:** Time is of the essence in this Contract.

**F. DOCUMENTS FOR CLOSING:** Seller shall furnish the deed, bill of sale, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish closing statement.

**G. EXPENSES:** Documentary stamps on the deed, if required, and recording of corrective instruments shall be paid by Seller. Buyer will pay for the cost of recording the deed.

**H. PRORATIONS; CREDITS:** Taxes, assessments, rent, interest, insurance and other expenses and revenue of Property shall be prorated through day before closing. Buyer shall have the option of taking over any existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at closing shall be increased or decreased as may be required by prorations. Prorations will be made through day prior to occupancy if occupancy occurs before closing. Advance rent and security deposits will be credited to Buyer and escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's tax. If there are completed improvements on the Real Property by January 1st of year of closing, which improvements were not in existence on January 1st of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser for an informal assessment taking into consideration available exemptions. Any tax proration based on an estimate shall, at request of either Buyer or Seller, be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is in the closing statement.

**I. SPECIAL ASSESSMENT LIENS:** Certified, confirmed and ratified special assessment liens as of date of closing (not as of Effective Date) are to be paid by Seller. Pending liens as of date of closing shall be assumed by Buyer. If the improvement has been substantially completed as of Effective Date, any pending lien shall be considered certified, confirmed or ratified and Seller shall, at closing, be charged an amount equal to the last estimate of assessment for the improvement by the public body.

**J. PROCEEDS OF SALE; CLOSING PROCEDURE:** The deed shall be recorded upon clearance of funds. If abstract of title has been furnished, evidence of title shall be continued at Buyer's expense to show title in Buyer, without any encumbrances or change which would render Seller's title unmarketable from the date of the last evidence. Proceeds of the sale shall be held in escrow by Seller's attorney or by another mutually acceptable escrow agent for a period of not more than 5 days after closing date. If Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5-day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect. If Seller fails to timely cure the defect, all deposit(s) and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale. If Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale. The escrow and closing procedure required by this Standard shall be waived if title agent insures adverse matters pursuant to Section 627.7841, F.S. (1993), as amended.

**K. FAILURE OF PERFORMANCE:** If Buyer fails to perform this Contract within the time specified, including payment of all deposit(s), the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach. In the event of any litigation arising out of this contract, each party shall bear its own attorney's fees and costs. The parties hereby agree to waive trial by jury.

**L. CONVEYANCE:** Seller shall convey title to the Real Property by statutory warranty, trustee's, personal representative's or guardian's deed, as appropriate to the status of Seller. Personal Property shall, at request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

**M. OTHER AGREEMENTS:** No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

**N. WARRANTY:** Seller warrants that there are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed.

Reviewed for legal form and content:

\_\_\_\_\_, (Assistant) County Attorney

OFFICIAL COURT USE ONLY (CFN#)

**SKETCH & DESCRIPTION**

-NOT A SURVEY-

SECTION 20, TOWNSHIP 28 SOUTH, RANGE 37 EAST

PARCEL ID# 28-37-20-00-00260.0-0000.00

PURPOSE OF SURVEY: Right-of-Way dedication of  
Hollywood Boulevard Roadway Improvements

EXHIBIT A-1

page 1

SHEET 1 OF 2

NOT VALID WITHOUT THE SKETCH  
ON SHEET 2 OF 2**LEGAL DESCRIPTION:**

A parcel of land lying in the Northwest one-quarter of Section 20, Township 28 South, Range 37 East, Brevard County, Florida being a portion of those lands described in Official Records Book 5526, Page 5122 of the Public Records of Brevard County, Florida and being more particularly described as follows: Commence at the Southwest corner of said Northwest one-quarter and run S 89°13'18" E along the South line of said Northwest one-quarter, a distance of 1450.20 feet; thence N 00°46'42" E 114.00 feet to a point on the North right-of-way line of Palm Bay Road, as presently occupied, and the Point of Beginning of the herein described parcel; thence N 89°13'18" W along said North right-of-way line 45.00 feet; thence run Northwesternly parallel to and 45 feet Westerly of (by perpendicular measure) the Westerly right-of-way line of Hollywood Boulevard, as presently occupied for the next three (3) courses; (1) N 00°46'42" E 205.88 feet to a point of curvature of a circular curve concave to the Southwest having a radius of 905.00 feet; (2) thence run Northwesternly along the arc of said curve through a central angle of 54°16'33" a distance of 857.30 feet to a point of tangency; (3) thence N 53°29'51" W 460.26 feet to the North line of said lands described in Official Records Book 5526, Page 5122; thence S 89°12'25" E along the North line of said lands 77.10 feet to the said Westerly right-of-way line of Hollywood Boulevard; thence run Southeasterly along said Westerly right-of-way line for the next three (3) courses; (1) S 53°29'51" E 397.66 feet to a point of curvature of a circular curve concave to the Southwest having a radius of 950.00 feet; (2) thence run Southeasterly along the arc of said curve through a central angle of 54°16'33" a distance of 899.93 feet to a point of tangency; (3) thence S 00°46'42" W 205.88 feet to the Point of Beginning. Containing 1.56 acres more or less.

**ABBREVIATIONS:**

A = ARC  
BRC = BEARING  
CHD = CHORD  
C/L = CENTERLINE  
DA = DELTA ANGLE  
ORB = OFFICIAL RECORDS BOOK  
PC = POINT OF CURVATURE  
POB = POINT OF BEGINNING  
POC = POINT OF COMMENCEMENT  
PT = POINT OF TANGENCY  
R = RADIUS  
R/W = RIGHT-OF-WAY.

**SURVEYORS NOTES:**

1. BEARINGS BASED ON ORB 5526, PAGE 5122
2. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THIS SKETCH AND DESCRIPTION CONTAINS 2 SHEETS. EACH SHEET IS NOT COMPLETE WITHOUT THE OTHER.



JOEL A. SEYMOUR  
FLORIDA LICENSED PROFESSIONAL  
SURVEYOR & MAPPER, PSM NO. 6133  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED FOR:  
BENCHMARK MELBOURNE 35 ASSOCIATES, LP

PREPARED BY: KANE SURVEYING  
ADDRESS: 505 DISTRIBUTION DRIVE, MELBOURNE, FLORIDA 32904  
PHONE: (321) 676-0427

DRAWN BY: JAS

CHECKED BY: JAS

DRAWING NO. 23229

SECTION 20

DATE: 8/10/09

SHEET 1 OF 2

REVISIONS 8/26/09

TOWNSHIP 28 SOUTH  
RANGE 37 EAST

OFFICIAL COURT USE ONLY (CFN#)

**SKETCH & DESCRIPTION****-NOT A SURVEY-**

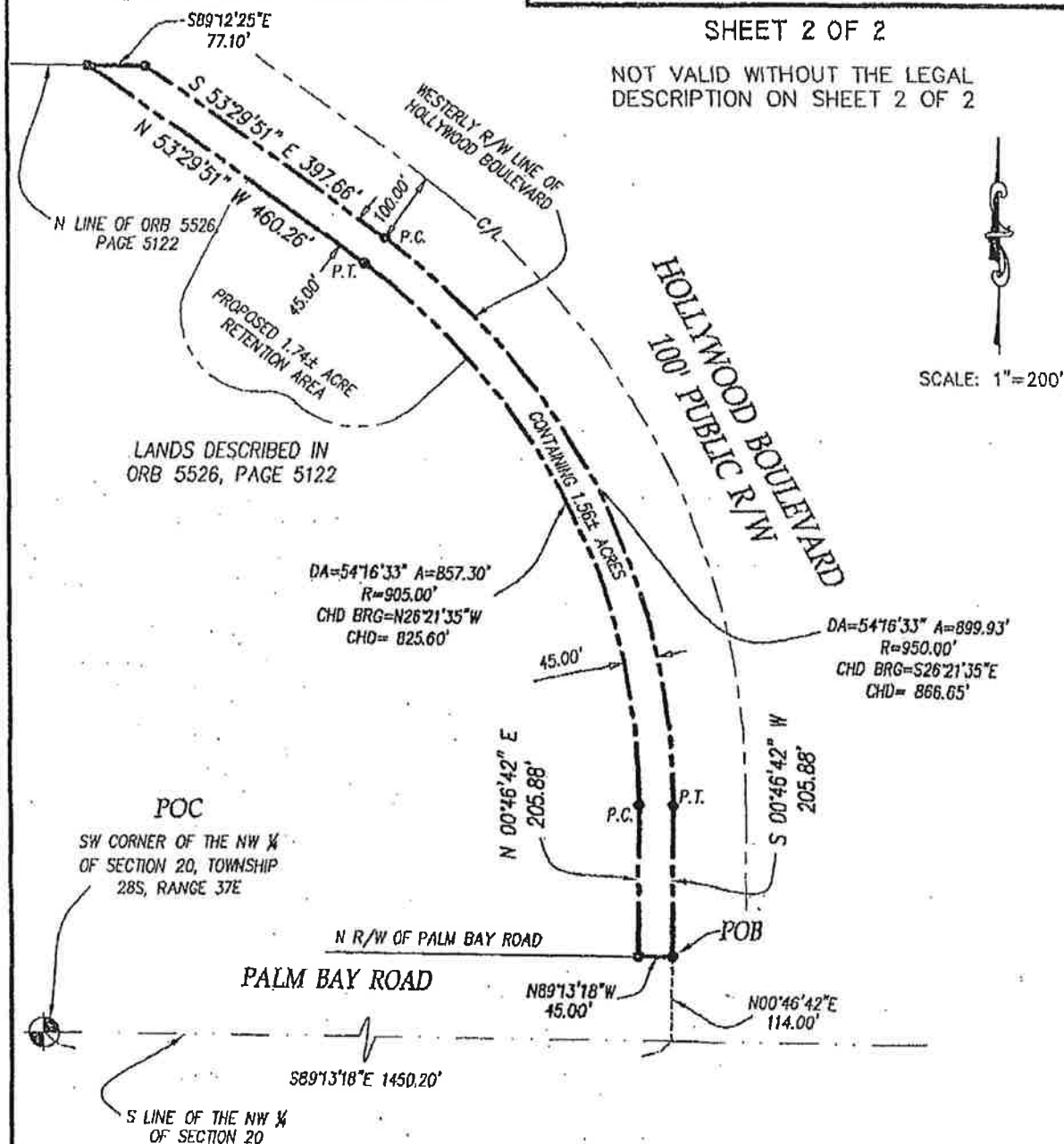
SECTION 20, TOWNSHIP 28 SOUTH, RANGE 37 EAST

PARCEL ID# 28-37-20-00-00260.0-0000.00

EXHIBIT A-1

page 2

SHEET 2 OF 2

NOT VALID WITHOUT THE LEGAL  
DESCRIPTION ON SHEET 2 OF 2SECTION 20, TOWNSHIP 28  
SOUTH, RANGE 37 EASTPREPARED BY:  
Kane Surveying  
505 Distribution Drive  
Melbourne, Florida 32904  
(321) 676-0427

PROJECT NO. 23229

OFFICIAL COURT USE ONLY (CFN#)

**SKETCH & DESCRIPTION**

-NOT A SURVEY-

SECTION 20, TOWNSHIP 28 SOUTH, RANGE 37 EAST  
PARCEL ID# 28-37-20-00-00260.0-0000.00PURPOSE OF SURVEY: Retention Pond description for  
Hollywood Boulevard Roadway Improvements

EXHIBIT A-2

page 1

SHEET 1 OF 2

NOT VALID WITHOUT THE SKETCH  
ON SHEET 2 OF 2**LEGAL DESCRIPTION:**

A parcel of land lying in the Northwest one-quarter of Section 20, Township 28 South, Range 37 East, Brevard County, Florida being a portion of those lands described in Official Records Book 5526, Page 5122 of the Public Records of Brevard County, Florida and being more particularly described as follows: Commence at the Southwest corner of said Northwest one-quarter and run S 89°13'18" E along the South line of said Northwest one-quarter, a distance of 1450.20 feet; thence N 00°46'42" E 114.00 feet to a point on the North right-of-way line of Palm Bay Road, as presently occupied; thence N 89°13'18" W along said North right-of-way line 45.00 feet; thence run Northwesternly parallel to and 45 feet Westerly of (by perpendicular measure) the Westerly right-of-way line of Hollywood Boulevard, as presently occupied for the next two (2) courses; (1) N 00°46'42" E 205.88 feet to a point of curvature of a circular curve concave to the Southwest having a radius of 905.00 feet; (2) thence run Northwesternly along the arc of said curve through a central angle of 42°04'52" a distance of 664.68 feet to the Point of Beginning of the herein described parcel; thence S 48°41'50" W 95.70 feet to the point of curvature of a circular curve concave to the North having a radius of 122.00 feet; thence run Westerly along the arc of said curve through a central angle of 86°14'15" a distance of 183.63 feet to a point of reverse curvature with a circular curve concave to the Southwest having a radius of 47.00 feet; thence run Northwesternly along the arc of said curve through a central angle of 51°15'13" a distance of 42.04 feet to a point of reverse curvature with a circular curve concave to the Northeast having a radius of 103.00 feet; thence run Westerly and Northerly along the arc of said curve through a central angle of 124°22'40" a distance of 223.59 feet to a point of tangency; thence N 28°03'32" E 116.54 feet; thence N 36°30'09" E 45.19 feet to a point that is 45 feet Westerly of the said Westerly right-of-way line of Hollywood Boulevard; thence S 53°29'51" E parallel to and 45 feet Westerly of (by perpendicular measure) the said Westerly right-of-way line, a distance of 194.03 feet to the point of curvature of a circular curve concave to the Southwest having a radius of 905.00 feet; thence continue parallel to and 45 feet Westerly of (by perpendicular measure) the said Westerly right-of-way line along the arc of said curve through a central angle of 12°11'41" a distance of 192.62 feet to the Point of Beginning. Containing 1.74 acres more or less.

**ABBREVIATIONS:**

A = ARC  
BRG = BEARING  
CHD = CHORD  
C/L = CENTERLINE  
DA = DELTA ANGLE  
ORB = OFFICIAL RECORDS BOOK  
PC = POINT OF CURVATURE  
PDB = POINT OF BEGINNING  
POC = POINT OF COMMENCEMENT  
PRC = POINT OF REVERSE CURVATURE  
PT = POINT OF TANGENCY  
R = RADIUS  
R/W = RIGHT-OF-WAY

**SURVEYORS NOTES:**

1. BEARINGS BASED ON ORB 5526, PAGE 5122
2. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THIS SKETCH AND DESCRIPTION CONTAINS 2 SHEETS. EACH SHEET IS NOT COMPLETE WITHOUT THE OTHER.



JOEL A. SEYMOUR  
FLORIDA LICENSED PROFESSIONAL  
SURVEYOR & MAPPER, PSM NO. 6133  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED FOR:  
BENCHMARK MELBOURNE 35 ASSOCIATES, LP

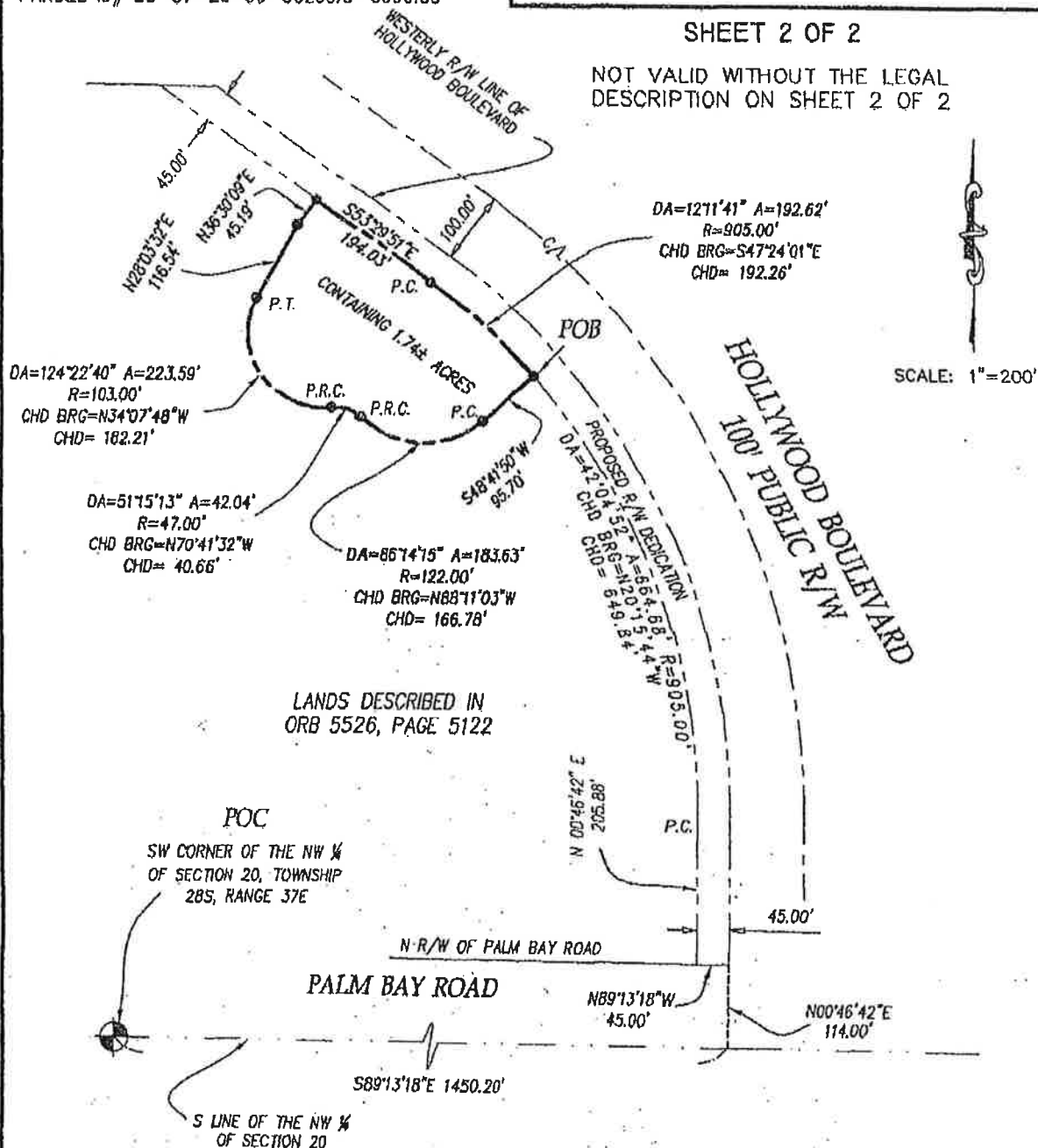
PREPARED BY: KANE SURVEYING  
ADDRESS: 505 DISTRIBUTION DRIVE, MELBOURNE, FLORIDA 32904  
PHONE: (321) 676-0427

DRAWN BY: JAS	CHECKED BY: JAS	DRAWING NO. 23229	SECTION 20
DATE: 8/10/09	SHEET 1 OF 2	REVISIONS 8/26/09	TOWNSHIP 28 SOUTH
			RANGE 37 EAST

OFFICIAL COURT USE ONLY (CFN#)

**SKETCH & DESCRIPTION****-NOT A SURVEY-**SECTION 20, TOWNSHIP 28 SOUTH, RANGE 37 EAST  
PARCEL ID# 28-37-20-00-00260.0-0000.00EXHIBIT A-2  
page 2

SHEET 2 OF 2

NOT VALID WITHOUT THE LEGAL  
DESCRIPTION ON SHEET 2 OF 2SECTION 20, TOWNSHIP 28  
SOUTH, RANGE 37 EASTPREPARED BY:  
Kane Surveying  
505 Distribution Drive  
Melbourne, Florida 32904  
(321) 676-0427

PROJECT NO. 23229

**Exhibit B**  
**Updated Conceptual Plan**



H.1.

Objection  
18PZ00120  
Sylvia Properties

William B [Tuck] Ferrell  
1300 Pine Tree Dr # 8  
Indian Harbour Beach, Fl. 32937 or  
Respond to: 12546 N A1A Vero Beach, Fl 32963  
321-543-0928 321-779-1998 [tferrell@gmail.com](mailto:tferrell@gmail.com)

Planning Department Brevard County January 7, 2019

Dear all,

We were out of town and we just received your notice ID# 18PZ))120 regarding a rezoning from TU-2 to BU-2 on the 192 corridor. This bubble area is the gateway to Brevard County. We urge good planning at this location. The new St Johns Heritage Parkway connector runs from Malabar Rd to 192 and we are in the process of extending the parkway to the new Ellis Road I-95 interchange.

We are working on an upscale master planned development on the south side of 192 approximately 160 acres. Our family and other property owners nearby have concerns about protecting the integrity and the view amenity along this important corridor. We ask the planners and owners to look at compatible land uses and zoning.

Retail, residential, Multifamily, hotel, uses are compatible. Warehousing and associated uses could be considered a more industrial use which could conflict with the planning environment. A major concern is steel storage buildings that could diminish property values and the tax base. It is hard to sell upscale development next to or across the street from industrial type uses especially fronting 192. If considered at all, we would recommend site plan submittal's for zoning changes in the BU-2 district to limit non-compatible uses. Our zoning is Gateway Interchange for a reason. We were TU-2 zoned in the county until our annexation and zoning change. This does not appear to be a good location for warehousing. TU-2 allows tourist uses, retail, business, and some commercial uses. Again, we have concerns about mixing in potential warehouse uses with mixed uses such as hotels, residential, retail, and business. We have turned down a number of sales to truck stops, heavy equipment, and storage yards to maintain the neighborhood. We would support good planning of uses.

Respectfully yours,

  
William B. Ferrell, Jr.

MAYOR  
Hal J. Rose

DEPUTY MAYOR  
Pat Bentley

COUNCIL MEMBERS  
Daniel Batchelder  
John Dittmore  
Adam Gaffney  
Barbara A. Smith  
Andrea Young



Public Comment  
18PZ00120  
Sylvia Properties

Planning & Economic Development Department  
Christy Fischer, Planning Director  
City Hall  
2240 Minton Road  
West Melbourne, FL 32904  
Phone: (321) 837-7778  
Fax: (321) 768-2390  
www.westmelbourne.org

December 26, 2018

VIA US MAIL AND E-MAIL

Robert M. Gorlow  
RMGA, LLC  
7485 Fairway Drive  
Suite 430  
Miami Lakes, FL 33014

RE: Space Coast Town Center Conceptual Master Plan– 1st Review Comments

Dear Mr. Gorlow:

After review of the site plan for the Space Coast Town Center Conceptual Master Plan (GTWY 2018-01), staff has compiled a list of comments pursuant to the City's Land Development Regulations (LDRs). A response letter is required with your revised site plan submittal. A letter shall respond to each of the comments individually indicating the appropriate sheet numbers.

For the next submittal, please provide 5 (five) sets of plans along with a digital copy of the plan. The plans do not need to be signed and sealed at this time. Please be sure to accurately document revision dates and comments in the revision block(s). Also, incorporate any changes to the plans on all applicable sheets in the plan set.

### **Planning and Economic Development**

These comments are both a result of the newly created process for the Gateway Interchange Conceptual Master Plan and some of the general requirements in the City's Comprehensive Plan. Please remember that these comments are to prepare you for review by both the Planning and Zoning Board and City Council during public hearings when the public may comment.

1. Conceptual Master Plan – Please fill out the attached application along with a check and send with your next submittal to the City. Use the 16 items listed as "content" criteria on page 6 to assure that all of the minimally required information has been included.
2. Provide a copy of a Phase I environmental report and a general description of when the more detailed environmental report and tree

reports will be submitted per City Code 71-130, most of Chapter 71 regarding tree preservation and best management practices.

**3. Sheet A001 –**

- a. Why are there "General Notes" 1-36 which read more like the type of notes that would be found on architecture and full civil engineer drawings?
- b. Why does General Note #36 refer to Commercial Parkway zoning? This is incorrect.
- c. There is some validity in having a narrative set of general notes, but these must relate to the Gateway Interchange performance standards, the Parkway Interchange use and percentage criteria, a general description of the project, a listing of impacted governmental agencies, and a table summarizing the development plan.
- d. Sheet A900 is listed under the heading, "Architectural Drawings" as the "project imagery board", but in the attached set, it is sheet A101. So this means that two sets of sheet A101 were submitted involving different topics, please correct one of the sheets.
- e. Under the rows for Civil Drawings, the survey and legal description are listed as sheets C001 and C002, yet this is not how those sheets are listed in the bottom right hand corner of the page.
- f. Please remove the heading labels of: Landscape Drawings, Structural Drawings, MEP Drawings, as these drawings are not included and will cause confusion to the reviewing boards. City staff understands these will be submitted later and probably with individual site plans, subdivisions or other specific development approval processes.

**4. Sheet A100:**

- a. In the bottom right corner, the sheet number is listed and the label is "Site Plan". Since this sheet is just a conceptual master plan please re-label this sheet. The Planning and Zoning Board and City Council are used to the labels, concept, initial and final site plan and your submittal is a conceptual master plan.
- b. Include a legend to explain what the dashes and solid lines mean
- c. There are some lines that look like these are a combination of dashes and solid lines such that there might be an overlap of phase lines and overall project boundary lines, but these are not distinguishable without some explanation.
- d. What is the scale of this drawing? The word scale is used on this sheet but not defined. Per City Code for the Gateway Interchange Conceptual Master Plan, the scale can be 1 inch equals 100 feet.
- e. Phase V appears to include Brandywine Lane with a triangle that traverses over the road right of way. Is this correct or a

- drawing error? The remaining plan sheets do not show access or any impact to Brandywine Lane. Correct accordingly.
- f. The word, "Phase..." followed by a description of quantity of buildings is confusing in that the placement of these labels almost indicates that the underlying polygon shape under "Phase" and "Buildings" is actually a building or a phase unto itself. Staff suggests having these labels at the edge or using some other identifying technique.
  - g. Will the pond near Phase III be an amenity like the Linear Park @ Lake Perimeter? If yes, why not shape this or the linear park like a rocket or something representative of the project name?
  - h. "B-Section @edge of pond" seems to be for the linear park and not the smaller retention pond on the west side of the St. Johns Heritage Parkway. If this is the case, please use the phrase, "@edge of linear park pond" to more accurately describe the location.
  - i. On the right hand side of this sheet, two cross sections are illustrated. For the "Typical Road" cross section, identify whether these are private roads or you mean for these to become public roads. Label the detail accordingly.
  - j. Does the "Typical Road" cross section include the St. Johns Heritage Parkway? At one time, one of the developers was going to create more of a "complete street" along the parkway and this cross section indicates shade trees.
  - k. "Typical Road" cross section includes a reference to a 5 feet wide landscape easement and if the proposed roads are to be public, the City does not allow easements in its right of way for landscaping. The landscaping would have to be placed in tracts within the right of way and a license agreement specifying whose responsibility it would be for maintaining both the street lighting and landscaping would be part of this agreement. In the past, this type of agreement involved City Council approval. At this time, the agreement is not needed but the conceptual master plan should identify what is to be under City control vs. developer maintained and controlled.
  - l. Why do the buildings on this page appear differently oriented and sized than on all the other sheets in this set of plans? Even though this is a conceptual master plan, the sheets must be consistent.
  - m. The cul-de-sac shown on the west side of the linear park also has a different shape and orientation on this sheet than on the remaining sheets of the plans. Sheet content is to be consistent regardless of whether the sheets are architectural or civil drawings.

**5. Sheet A101:**

- a. This sheet should be labeled as "Illustrative Site Plan" in the right bottom corner of the plan to match the labeling of this plan from Sheet A001.

- b. Since the property owned by the Platt family that is labeled as "Future Phase" is not currently under ownership of Space Coast Town Center, re-label this as "not included" or "not a part" similar to the other sheets in the plan set.
  - c. Since the existing burrow pond to the east of the project is not part of this project and is not to be owned by the proposed developer, Space Coast Town Center, remove the coloring and labeling of this water body. If this old burrow pit is to be used by this development, then it needs to be shown on all of the other plan sheets in this set.
- 6. **Sheet A101:** Since glass is part of the architectural materials for the outside of many of the buildings, use this as part of the design palette materials. Will the Whole Foods really be black as appears in this dusk photo? It is probably best not to identify specific brands if these tenants have not been secured or the public and boards will believe that these are the chosen tenants.
- 7. **Sheet C100:** Since this sheet appears to indicate most of the information about the infrastructure, it would make sense to include a table for each phase or one master plan table summarizing acreage, maximum density, intensity, percentage of uses, height limits, and the ORB and PG of other recorded and binding agreements applicable to this property such as the annexation agreement. Sheet A101 could also be used to indicate the same information.
- 8. **Sheet C101:** Why is the borrow pit to the east and its easement included on this sheet? If the site is not draining to the borrow pit, then it should not be shown.
- 9. **Sheet C103:** See the City Manager's comments below. The City Fire Marshall (the City Building Official – Tom Forbes) has also indicated that due to the size of the proposal, a fire substation may be needed near this area. Have preliminary fire flows and a temporary emergency management system been contemplated? Please communicate with the City how the emergency service calls are to be handled (set up a meeting with the City Manager if needed)
- 10. **Sheet C104:** Add a statement per City Code that indicates that all onsite electric utilities will be underground.
- 11. Per the Gateway Interchange zoning district, the conceptual master plan must include notes, tables, etc. describing a lighting program, and a general parking program (using Chapter 74 parking ratios).
- 12. There appears to be very little green area and per the Parkway Interchange future land use description in the comprehensive plan, there must be at least 10 percent of the land area – demonstrate this in a table as mentioned in #3 above.

#### **City Manager**

- 1. Pursuant to both the 2008 annexation agreement that annexed these properties and the 2013 Interlocal Agreement between Melbourne and West Melbourne regarding potable water, these properties will be served

with the City of West Melbourne water distribution trunk lines, not the City of Melbourne system. The City of West Melbourne's potable water main is being extended in 2019 (see attached).

2. The City of West Melbourne's attached capital improvement plan identifies the City's project this year (currently under design) that extends the West Melbourne 16-inch water main from Columbia Lane, southward to US 192, near Brandywine Road.

### **Engineering**

1. Proposed sewer forcemain looks fine but should have stub out and valve to the north at the connection to the existing forcemain to provide connection for adjacent parcel and extension to St. Johns Parkway.
2. Water is required to be connected to the West Melbourne water system (see the City Manager comment above). The proposed 16" pipeline is in design and will be constructed in 2019 that runs along Brandywine Road that will be available for the project to connect to.

Please respond with any questions by phone at (321) 837-7778, or by email at [cfischer@westmelbourne.org](mailto:cfischer@westmelbourne.org)

Sincerely,



Christy Fischer  
Planning and Economic Development Director

Cc: Eric Flavell, City Engineer (letter only)  
Francisco Alonso, Ty-lin International Engineer  
Scott Morgan, City Manager (letter only)

***Attachments:***

Gateway Conceptual Master Plan application form  
Annexation Agreement Excerpt  
Interlocal Agreement Excerpt  
Capital Improvements Plan staff report and budget tables

# Planning Application

## Gateway Interchange Conceptual Master Plan (City Code Sec. 98-848)



Planning & Economic Development  
Department  
2240 Minton Road  
West Melbourne, FL 32904-4928  
phone: (321) 837-7778  
fax: (321) 768-2390  
[www.westmelbourne.org](http://www.westmelbourne.org)



## Conceptual Master Plan

**NO DEVELOPMENT APPLICATION CAN BE  
ACCEPTED UNLESS ALL REQUIRED  
INFORMATION IS SUBMITTED.**

### GENERAL PROJECT INFORMATION

Project Name: \_\_\_\_\_

Property Address/  
Location Description: \_\_\_\_\_

Legal Description: section \_\_\_\_\_ township \_\_\_\_\_ range \_\_\_\_\_

(Attach separate  
sheet if necessary) \_\_\_\_\_

Tax Acct. Number(s): \_\_\_\_\_

Acreage of Site: \_\_\_\_\_ Number of  
Structures on Site: \_\_\_\_\_

Current Zoning: \_\_\_\_\_ Proposed Zoning: \_\_\_\_\_

Current Future Land  
Use Designation: \_\_\_\_\_ Proposed  
Future Land Use: \_\_\_\_\_

Check One:

- ☐ Initial Submittal of Conceptual Master Plan
- ☐ Re-submittal after expiration of Approved Master Plan

Please check all other associated development applications that will be submitted:

- ☐ Annexation
- ☐ Code Amendment
- ☐ Comprehensive Plan Amendment
- ☐ Rezoning
- ☐ Final Site Plan
- ☐ Development Agreement (required within one month of concept master plan submittal)

**CONTACT INFORMATION**

**Property Owner:** \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

(Submit additional sheet(s) for multiple property owners)

**Applicant:** \_\_\_\_\_

Applicant Contact: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Applicant's Representative**

(Person to receive communication from the City): \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Applicant's Engineer (Contact Person):** \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Applicant's Architect or Surveyor (Contact Person):** \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

### **OWNER'S AUTHORIZATION**

*This form only needs to be completed if the Applicant or Applicant's Representative is different from the Owner*

DATE: \_\_\_\_\_

TO: City of West Melbourne  
Attn: Planning & Economic Development Department  
2240 Minton Road  
West Melbourne, FL 32904

RE: \_\_\_\_\_  
(Project Name and Address or Legal Description).

Please accept this document as authorization for \_\_\_\_\_  
(Name of Applicant)

To apply for a DRI/NOPC for the property described above.

\_\_\_\_\_  
Owner's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner's Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone Number

*The above signed applicant appeared before me and personally subscribed and sworn before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.*

*Form of identification:* \_\_\_\_\_

*My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.*

\_\_\_\_\_  
*Signature of Notary Public*

(Seal of Notary)

\_\_\_\_\_  
*Name of Notary (printed, typed, or stamped)*

### **AFFIDAVIT OF APPLICATION**

*This form can be signed by the Owner or Applicant*

1. I am the applicant and I agree to release, indemnify, defend and hold the City of West Melbourne harmless from any and all damages and or claims for damages, including reasonable attorney fees, arising from any action or inaction as based in whole or in part upon false, misleading or incomplete information furnished by myself or my agents.
2. All the answers to the questions in said application and all data attached to and made part of this application are honest and true to the best of my knowledge and belief. By my signature below, I acknowledge that I have complied with all submittal requirements and that this request package is complete. I further understand that an incomplete application submittal may cause my application to not be accepted.
3. Should this application be granted, I understand that any pending development review requests can only be approved and granted after the second reading of the approved ordinance enacting the revised codes.
4. I understand that I must attend all applicable meetings and have been informed of the meeting date(s) and time(s). I understand that if I fail to appear at an applicable meeting, the appropriate Board or Commission may either table or deny the request.
5. I understand that my request if approved may not encumber provision of utility, road, or other infrastructure regulated by agencies other than the City, nor guarantee approval of my project with other city regulations for any pending development projects.

This matter is subject to legislative rules of procedure. Interested parties should limit contact with the City Council and Planning & Zoning Board on this topic. Inquiries and opinions to the boards and applicants can be given at the noticed public hearings or with written communication to the City Clerk's Office, City of West Melbourne, 2240 Minton Road, West Melbourne, FL 32904.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

*The above signed applicant appeared before me and personally subscribed and sworn before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.*

*Form of identification:* \_\_\_\_\_

*My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.*

\_\_\_\_\_  
*Signature of Notary Public*

(Seal of Notary)

\_\_\_\_\_  
*Name of Notary (printed, typed, or stamped)*

## Gateway Interchange Master Plan

### SUBMITTAL REQUIREMENTS

Application Fee—full fee is due at time of submittal

☐ \$4,500 plus \$20 per acre or portion thereof over the first acre, not to exceed \$15,000

Public Notice Fee—full fee is due upon invoicing by the City for the legal advertisement. Contact the Planning Department at (321) 837-7778.

#### Reviewing Bodies

- City Staff
- Planning & Zoning Board
- City Council

#### **Your submittal must include the following:**

1. ☐ A cover letter describing the proposed development.
2. ☐ Completed application form
3. ☐ Affidavit of Application
4. ☐ 10 copies of the survey
5. ☐ A draft-copy of the proposed development agreement in digital format and submitted as an 8½ x 11 inch printed copy
6. ☐ 10 copies of the Conceptual Master Plan (or two copies at a reproducible size, if legible At 11 x 17 inch size)

#### **The contents of the conceptual master plan must include the following:**

1. ☐ A request for a pre-application meeting (unless already conducted)
2. ☐ General Notes, name and addresses of all property owners
3. ☐ An existing conditions survey
4. ☐ North arrow and scale
5. ☐ A vicinity map and legal description of the property (ies)
6. ☐ Zoning of adjacent properties
7. ☐ Proposed uses and conceptual building areas with the percentage of uses in conformance with use criteria in the GTWY-I district
8. ☐ Proposed building heights, or the maximum desired
9. ☐ Existing and proposed easements
10. ☐ Pedestrian and vehicular access
11. ☐ Internal circulation
12. ☐ Proposed utilities and connections of main public trunk lines
13. ☐ Other infrastructure including:
  - a. Street and alley locations
  - b. Stormwater management facilities
  - c. Other utility lines (electrical, gas, if known), or otherwise, their current location
  - d. Proposed innovative groupings of utilities not commonly employed
14. ☐ Areas proposed for dedication
15. ☐ Proposed parking program showing the number of total required spaces, methodology for variation in parking space dimensions, and parking space dimensions for standard vehicles and other powered vehicles.
16. ☐ Lighting program, showing the types of lighting provided in public areas of the project, maximum heights and the theoretical spacing of street lighting.

**UPCOMING MEETING DATES**  
***(Consult the Planning Department to determine applicability)***

Judge T. Mitchell Barlow, Jr. Council Chamber  
2285 Minton Road  
West Melbourne, FL 32904

Planning & Zoning Board	City Council	Board of Adjustment
January 8, 2019	January 15, 2019	January 23, 2019
February 13, 2019	February 5, 2019	February 28, 2019
	February 19, 2019	
March 12, 2019	March 5, 2019	March 28, 2019
	March 19, 2019	
April 10, 2019	April 2, 2019	April 25, 2019
	April 16, 2019	
May 14, 2019	May 7, 2019	May 23, 2019
	May 21, 2019	
June 11, 2019	June 4, 2019	June 27, 2019
	June 18, 2019	
July 8, 2019	July 16, 2019	July 25, 2019
August 13, 2019	August 20, 2019	August 22, 2019
September 10, 2019	September 3, 2019	September 26, 2019
	September 17, 2019	
October 9, 2019	October 1, 2019	October 24, 2019
	October 15, 2019	
November 12, 2019	November 5, 2019	November 14, 2019
	November 19, 2019	
December 11, 2019	December 3, 2019	December 18, 2019
	December 17, 2019	

Notes: Meeting dates are subject to change or cancellation.

Initial submittal must be made at least 30 days in advance of targeted meeting dates.

Record & Return to

Steven J Wernick, Esquire  
Bilzin Sumberg Baena Price & Axelrod LLP  
200 South Biscayne Boulevard, Suite 2500  
Miami, Florida 33131-2336

### ANNEXATION AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 22 day of July, 2008 by and between the CITY OF WEST MELBOURNE, a political subdivision of the State of Florida (hereinafter referred to as "CITY"), whose address is 2285 Minton Road, West Melbourne, Florida 32904, and SAMUELS & ASSOCIATES DEVELOPMENT, LLC, a Massachusetts limited liability corporation (hereinafter referred to as "DEVELOPER"), whose address is 333 Newbury Street, Boston, MA 02115, and ESTATE OF WILLIAM B FERRELL, whose address is 12546 N Highway A1A, Vero Beach, Florida 32801, DIVERSIFIED PROPERTIES c/o William B Ferrell, whose address is 12546 N Highway A1A, Vero Beach, Florida 32801, 192 ASSOCIATES c/o William B Ferrell, whose address is 12546 N Highway A1A, Vero Beach, Florida 32801, JACO ASSOCIATES c/o William B Ferrell, whose address is 12546 N Highway A1A, Vero Beach, Florida 32801, BLAIR ASSOCIATES c/o William B Ferrell, whose address is 12546 N Highway A1A, Vero Beach, Florida 32801, VALENCIA REAL ESTATE, LLC, whose address is 432 South Babcock Street, Melbourne, Florida 32901, RICHARD M HAMMER and RHONDA J HAMMER, whose address is 2505 Simon Road, Melbourne, Florida 32904, DOUGLAS W HARRISON and TOBIE J HARRISON, whose address is 2505 Simon Road, Melbourne, Florida 32904, and WALTER E PLATT and CARLYN P PLATT, whose address is 2505 Simon Road, Melbourne, Florida 32904 (collectively referred to as "OWNERS") CITY, DEVELOPER, and OWNERS are sometimes referred to cumulatively herein as "PARTIES "

### RECITALS.

WHEREAS, OWNERS are owners of certain real property located in Brevard County, Florida, consisting of approximately two-hundred eighty-six (286) acres, which real property is more particularly described in Exhibit "A" attached hereto (hereinafter referred to as "Property"), and

WHEREAS, DEVELOPER has equitable interests in the Property and has filed an application with the CITY, with signed authorization from OWNERS, to formally annex the Property into the CITY's jurisdiction with the express intention of development of the Property for urban services, and which application to annex is essential consideration for CITY's execution of this Agreement, and

WHEREAS, PARTIES recognize that development of the Property for urban services will require potable water, wastewater, and/or reclaimed water service (hereinafter collectively referred to as "Utilities"), and

WHEREAS, pursuant to a 2001 Settlement Agreement, the Property is currently located in a choice area within Brevard County, which permits OWNERS to contract with the potable water service provider of their choice until the time of annexation or incorporation into the City limits, and

WHEREAS, pursuant to the 2001 Settlement Agreement, if the Property is annexed into the City prior to Utilities being provided, the CITY would thereafter have the exclusive right to provide potable water and sewer to the Property without consideration of the CITY's capacity to serve the Property, and

WHEREAS, CITY has informed DEVELOPER and OWNERS that it may not have capacity to serve the need for Utilities for the Property when the Property is subsequently developed for urban services, and

WHEREAS, DEVELOPER and OWNERS are currently negotiating with one (1) or more utility service providers (hereinafter referred to as "Service Providers") and may need additional time to reach agreement for the provision of potable water, wastewater, and/or reclaimed water service, and

WHEREAS, PARTIES acknowledge that delaying annexation until reaching a binding agreement for Utilities will be detrimental to DEVELOPER's plans to develop the Property and detrimental to the CITY's interest in new residential and commercial growth within the City, and thus it is in the best interests of all PARTIES to allow these negotiations to continue in order to ensure that adequate public facilities and services are available to serve the Property as and when needed in accordance with state law, and

WHEREAS, PARTIES agree that, but for this Agreement, DEVELOPER and OWNERS would be precluded, after the effective date of annexation of the Property, from entering into an agreement with other Service Providers for the provision of Utilities to the Property and that such preclusion would not be in the best interest of any of the PARTIES, and

WHEREAS, this Agreement is authorized by, permitted by, and consistent with the provisions of the City's Home Rule Charter, the City's Comprehensive Plan, Chapter 163, *Florida Statutes*, Chapter 166, *Florida Statutes*, the State Comprehensive Plan (Chapter 187, *Florida Statutes*), Article VIII, Section 2(b), *Constitution of the State of Florida*, Chapter 171, *Florida Statutes*, and other applicable law and serves and advances a vital public purpose

WHEREAS, the CITY and DEVELOPER acknowledge that this Agreement is binding upon the PARTIES, and their respective successors and assigns for the term of this Agreement

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration each to the other provided, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows

**Section 1. Recitals.** The foregoing recitations are true and correct and are incorporated herein by reference

**Section 2. Effective Date of Agreement.** This Agreement shall be effective upon execution and recordation by the CITY with the Clerk of the Circuit Court of Brevard County. DEVELOPER shall pay recordation costs incurred by the CITY.

**Section 3 Effect of Existing Agreements** To the extent that this Agreement conflicts with any prior agreements, including the 1994 pre-annexation agreement between Estate of William B Ferrell and CITY dated April 19, 1994 (hereinafter referred to as "1994 Preannexation Agreement") between OWNERS of the Property, or DEVELOPER, and the CITY, this Agreement shall supersede such prior agreements.

**Section 4 Negotiation for Utilities** As a condition to annexation of the Property, and notwithstanding the provisions of Sec 90-8 of the City of West Melbourne Code of Ordinances ("Code"), the CITY hereby agrees to allow DEVELOPER and OWNERS to continue to negotiate an agreement or separate agreements for the provision of potable water, wastewater, and/or reclaimed water under the following terms:

→ **(a) Potable Water Service** The CITY hereby agrees to allow DEVELOPER and OWNERS to continue to negotiate an agreement for the provision of potable water with the CITY and/or any other municipality or Service Provider to the Property for a period of eighteen (18) months from the effective date of this Agreement. If DEVELOPER and OWNERS have not executed said agreement by expiration of said negotiation period, DEVELOPER and OWNERS shall be customers of the CITY at the current in-city rate.

**(b) Wastewater Service.** DEVELOPER and OWNERS hereby agree to refrain from signing an agreement for wastewater service with any other municipality or Service Provider for a period of six (6) months from the effective date of this Agreement. PARTIES agree to negotiate, in good faith, an agreement for the provision of wastewater service to the Property. If the CITY does not enter into an agreement with DEVELOPER and OWNERS for wastewater service within six (6) months from the effective date of this Agreement, DEVELOPER and OWNERS are free to negotiate for wastewater service with any other municipality or Service Provider of their choice. Consistent with this Agreement, CITY shall provide DEVELOPER with a mutually acceptable will-serve letter for DEVELOPER's requirements.

**(c) Reclaimed Water Service.** To the extent that the CITY cannot meet all of the needs of the Property, as reasonably determined by DEVELOPER, the CITY hereby agrees to allow the DEVELOPER and OWNERS to negotiate an agreement with any other municipality or Service Provider for additional reclaimed water service to the Property.

**(d) Restriction on Future Annexation Agreements.** OWNERS and DEVELOPER covenant and agree that they shall not agree, as part of any utility service agreement, to annex the Property into any other municipality. OWNERS and DEVELOPER hereby acknowledge that any such agreement to annex into another municipality would violate the essence of this Agreement and would cause the CITY immediate and irreparable harm without remedy at law and that, upon presentation of proper evidence, CITY would be entitled to an injunction invalidating such agreement.

**(e) Negotiation between Parties.** In the event that CITY develops service capacity for the provision of potable water, wastewater, and/or reclaimed water service, in a manner

After Recordation

Please Return to:

→ Cathleen A. Wysor, City Clerk  
City of Melbourne City Hall - 5<sup>th</sup> Floor  
900 East Strawbridge Avenue  
Melbourne, Florida 32901

And with certified conformed copy to:

Cynthia Hanscom, City Clerk  
City of West Melbourne  
2240 Minton Road  
West Melbourne, Florida 32904

**INTERLOCAL AGREEMENT  
FOR SALE AND PURCHASE OF WATER**

THIS AGREEMENT made this 16<sup>th</sup> day of May, 2013 by and between the City of Melbourne, a Florida Municipal Corporation, with a principal address of 900 East Strawbridge Avenue, Melbourne, Florida 32901 (hereinafter referred to as "Melbourne") and the City of West Melbourne, a Florida Municipal Corporation, with a principal address of 2240 Minton Road, West Melbourne, Florida 32904 (hereinafter referred to as "West Melbourne").

WITNESSETH:

WHEREAS, the parties hereto entered into the Original Agreement, on July 11, 1978, relating to the sale of water by Melbourne to West Melbourne; and

WHEREAS, said Original Agreement was for an initial term of twenty-five (25) years and was extended another twenty-five (25) years by agreement of the parties with a current expiration date of July 10, 2028; and

WHEREAS, the Original Agreement has been amended by the Subsequent Agreements, all of which amended the Original Agreement or altered or impacted the sale or distribution of Water by Melbourne to West Melbourne; and

event will the service charge assessed against West Melbourne be higher than the minimum rate for a usurious contract as set forth in Section 687.02, Florida Statutes, as amended or superseded from time to time, or any rate effective within the State of Florida that is prohibited by Federal or State of Florida law or that constitutes criminal usury or a similar offense as provided by Federal or Florida law. The foregoing provision will survive the termination of this Agreement.

→ Section 15. Water Service Guarantee Area.

(a) Melbourne agrees to guarantee Water supply delivery to West Melbourne to the extent and as provided in this Agreement to enable West Melbourne to serve the Water Service Guarantee Area depicted on the exhibit map attached hereto and incorporated herewith as Exhibit "A". Except in the manner permitted by this Section 15., West Melbourne will not provide or seek to provide Water service outside the Water Service Guarantee Area.

(b) Notwithstanding the foregoing, solely with the concurrence of West Melbourne, Melbourne may serve any Customer or Project within the Water Service Guarantee Area where it has a Water Main or Water System infrastructure within 100 feet of a prospective Customer's real property or Project and West Melbourne does not have a Water Main or Water System infrastructure within 500 feet of the prospective Customer's real property or a Project.

(c) In the event West Melbourne should seek to serve with Water a Customer, Project or property located outside the Water Service Guarantee Area which it has annexed or intends to annex and notifies Melbourne of such interest in writing using the procedures for giving notice set forth in Section 20.(m) of this Agreement, Melbourne will have the right to decide if it will supply the Water to West Melbourne to serve that Customer, Project, or property or if Melbourne will provide the retail Water service directly to that the Customer, Project or property. Melbourne will determine, within ninety (90) days of receipt of notice from West Melbourne if it

will or will not supply Water to West Melbourne to serve that Customer, Project, or property and will provide written notice of such determination using the procedures for giving notice set forth in Section 20.(m) of this Agreement. If Melbourne does not respond to the notice from West Melbourne, the lack of response will be interpreted as a denial of the request by Melbourne; however, West Melbourne may resubmit the inquiry in an effort to obtain a formal written determination by Melbourne. If Melbourne does not respond to the resubmitted notice within ninety (90) days of the receipt of the resubmitted notice, the lack of response will be considered an approval by Melbourne.

(1) If Melbourne determines that it will supply Water to West Melbourne to serve the Customer, Project or property, the Water Service Guarantee Area will be modified to include the subject Customer, Project, or property. In such case, Exhibit "A" will be updated accordingly as an amendment to this Agreement which will be recorded in the Public Records of Brevard County Florida; said amendment may be executed by the respective City Managers without the approval of the respective City Councils.

(2) Melbourne may determine that it will provide retail Water service itself directly to the Customer, Project or property outside the Water Service Guarantee Area for any of the following reasons:

(a) Melbourne has an existing Pre-Annexation and Water (or Utility) Service Agreement with the Customer, Project, or owner of the property.

(b) Melbourne has an existing Water Main that is located within the public right-of-way or within an easement that is adjacent to any portion of the Customer, Project, or property.





## AGENDA ITEM

December 4, 2018, City Council Meeting

Approved for Submittal By:

*Scott Morgan*

Scott Morgan, City Manager

To Be Presented By:

*Scott Morgan*

Scott Morgan, City Manager

To: Honorable Mayor and Members of the West Melbourne City Council

From: Scott Morgan, City Manager

Date: December 4, 2018

### SUBJECT

Five Year Capital Improvement Plan Update

### RECOMMENDATION

The City Manager recommends that City Council, by motion:

**Approve the first reading of Ordinance Number 2018-20 updating the City's Five Year Capital Improvement Plan, and set the second reading for December 18, 2018.**

### FISCAL IMPACT

There is a minor fiscal impact of the update to the chapter of the Comprehensive Plan called "Capital Improvements Element" related to the annual update of the Five Year Capital Improvement Plan. This minor expense is for the cost of copying the new tables for the Comprehensive Plan set holders. The funds for this are budgeted in the City's Planning and Economic Development Department printing and binding line item budget.

Projects shown in the first year of the Five Year Capital Improvement Plan are already included in the adopted fiscal year 2018--2019 budget. Projects shown in years two through five are planned and considered 'cost feasible', but not yet budgeted. The total of all budgeted and 'cost feasible' but not budgeted projects is \$29.1 million over the five year planning period.

## **DISCUSSION**

### **Background**

In 2005, the State of Florida enacted legislation requiring local governments to update the Capital Improvements Element of their Comprehensive Plan on a yearly basis. The State subsequently enacted legislation in 2011 which stated that Capital Improvements Elements no longer were required to be updated as a Comprehensive Plan amendment; however cities still had to continue preparing annual capital improvement plans which they could adopt separately from the Comprehensive Plan amendment process. West Melbourne has chosen to adopt the annual Capital Improvement Plan update by ordinance as a stand-alone document. Although staff continues to insert copies of the CIP in the data and analysis section of the Comprehensive Plan, it is no longer required to be part of the Comprehensive Plan.

Staff has prepared a proposed update to the City's Five Year Capital Improvement Program. The CIP was last updated on December 18, 2017, and it is now time to consider adoption of the annual update.

### **2019 Update**

The 2019 Capital Improvement Plan Update contains capital improvements that are planned for the 5-year concurrency period which begins in fiscal year 2018-2019 and which ends in fiscal year 2022-2023. Projects shown in the first year of the Five Year CIP are included in the adopted 2018-2019 budget. The following four years show planned, but not yet budgeted, improvements.

### **Recommendation**

City staff is recommending that Council approve the first reading of Ordinance Number 2018-20, and set the matter for public hearing and second reading on December 18, 2018.

## **ATTACHMENT**

1. Ordinance Number 2018-20.

**ORDINANCE NO. 2018-20**

AN ORDINANCE OF THE CITY OF WEST MELBOURNE, BREVARD COUNTY, FLORIDA, ADOPTING THE 2019 ANNUAL UPDATE TO THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN CONSISTENT WITH CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR THE REPEAL OF ORDINANCES AND RESOLUTIONS IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY AND INTERPRETATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Florida Statutes § 163.3177(3)(b), the City of West Melbourne, Florida is required to review the Capital Improvements Element of the Comprehensive Plan and update the 5-year capital improvement schedule annually; and

WHEREAS, pursuant to Florida Statutes § 163.3177(3)(b), modifications to update the 5-year capital improvement schedule may be accomplished by ordinance and need not be an amendment to the Comprehensive Plan; and

WHEREAS, the City of West Melbourne, Florida has projected the 5-year capital improvement schedule for the years 2019-2023 to be financially feasible.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of West Melbourne, Brevard County, Florida, that:

**Section 1.**

The City Council hereby adopts the 2019 Annual Update to the Capital Improvements Element of the Comprehensive Plan, as set forth in "Exhibit A" attached hereto and incorporated by reference.

**Section 2.**

Severability/Interpretation Clause. In the event that any term, provision, clause or section of this ordinance shall be held by a court of competent jurisdiction to be partially or wholly unenforceable or invalid for any reason whatsoever, and such invalidity, or illegality, or unenforceability shall not affect any of the other or remaining terms, provisions, clauses, sentences, or sections of this ordinance, and this ordinance shall be read and/or applied as if the invalid, illegal, or unenforceable term, provision, clause, sentence or section did not exist.

**Section 3.**

That all ordinances or resolutions or parts thereof that may be determined to be in conflict herewith are hereby repealed.

**Section 4.**

This ordinance shall take effect immediately upon its adoption.


PASSED AND ADOPTED by the City Council of the City of West Melbourne,  
Brevard County, Florida, this \_\_\_th day of December, 2018.

\_\_\_\_\_  
Hal J. Rose, Mayor

ATTEST:

\_\_\_\_\_  
Cynthia Hanscom, City Clerk

Reviewed as to form and content:

  
\_\_\_\_\_  
Morris Richardson, City Attorney

1ST READING: December 4, 2018

2ND READING: \_\_\_\_\_

Effective date: \_\_\_\_\_

**Exhibit A**

**Table CIE-9**  
**City of West Melbourne Parks & Recreation Capital Improvement Projects**  
**FY 2018-2019 and Projected to 2022-2023**

RECREATION CIP PROJECTS	Budgeted 2018- 2019	Projected 2019- 2020	Projected 2020- 2021	Projected 2021- 2022	Projected 2022- 2023
Renovation of Clements Wood Park Restroom	\$ 95,000	\$ -	\$ -	\$ -	\$ -
Office Expansion and Reroof of WMCP Park Maintenance Building	\$ 400,000	\$ -	\$ -	\$ -	\$ -
PAL House Property Master Plan	\$ 40,000	\$ -	\$ -	\$ -	\$ -
<b>Total Park Improvement Expenditures</b>	<b>\$ 535,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**Table CIE-10**  
**City of West Melbourne Water Capital Improvement Projects**  
**FY 2018-2019 and Projected to 2022-2023**

POTABLE WATER CAPITAL IMPROVEMENTS PROJECTS	Budgeted 2018-2019	Projected 2019-2020	Projected 2020-2021	Projected 2021-2022	Projected 2022-2023
Water Plant Feasibility Engineering	\$ 125,000	\$ -	\$ -	\$ -	\$ -
Water Plant Construction Engineering	\$ -	\$ 250,000	\$ 1,250,000	\$ 1,250,000	\$ -
M-1 Water Main - Wickham to West of Dairy	\$ 2,300,000	\$ -	\$ -	\$ -	\$ -
Columbia Lane Water Main	\$ 1,650,000	\$ -	\$ -	\$ -	\$ -
Dundee Circle and Manor Place Loops to Sheridan Road Water Main	\$ -	\$ 250,000	\$ -	\$ -	\$ -
Canal 84 Water Main - Arizona & Miami to Henry & Minton	\$ -	\$ -	\$ -	\$ 2,000,000	\$ -
Water Contingency/Water Line Replacements	\$ 100,000	\$ 250,000	\$ 250,000	\$ 300,000	\$ 350,000
Total Water System Improvement Expenditures	\$ 4,175,000	\$ 750,000	\$ 1,500,000	\$ 3,550,000	\$ 350,000

Table CIE-11

City of West Melbourne Sewer Capital Improvement Projects  
FY 2018-2019 and Projected to 2022-2023

SANITARY SEWER CAPITAL IMPROVEMENT PROJECTS	Budgeted 2018- 2019	Projected 2019- 2020	Projected 2020- 2021	Projected 2021- 2022	Projected 2022- 2023
Liner Coat Headworks Structure	\$ 90,000	\$ -	\$ -	\$ -	\$ -
Manhole Rehabilitations - Sutton, Frederick, Sylvia, Maybeck, Shannon, Irwin and Park Hill	\$ 120,000	\$ -	\$ -	\$ -	\$ -
Lift Station Control Panel Replacements Irwin, Shannon, Carolina and Court Street	\$ 135,000	\$ -	\$ -	\$ -	\$ -
Area Gravity Sewer U-Lining	\$ 150,000	\$ -	\$ -	\$ -	\$ -
Sylvan Drive Septic to Sewer Engineering	\$ 270,500	\$ -	\$ -	\$ -	\$ -
Sylvan Drive Septic to Sewer Construction	\$ -	\$ 1,900,000	\$ -	\$ -	\$ -
Sewer Upsizing for Future Developments and Annexations	\$ 690,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
Greenboro Force Main Replacement	\$ 740,000	\$ -	\$ -	\$ -	\$ -
Blower Line Replacement	\$ 775,000	\$ -	\$ -	\$ -	\$ -
Sewer System Contingencies	\$ -	\$ 125,000	\$ 150,000	\$ 175,000	\$ 200,000
Tallwood Lift Station Rehabilitation	\$ -	\$ 100,000	\$ -	\$ -	\$ -
Chateau in the Pines Lift Station Rehabilitation	\$ -	\$ -	\$ 105,000	\$ -	\$ -
FY 2021-2022 Lift Station Rehabilitation - Location TBD	\$ -	\$ -	\$ -	\$ 135,000	\$ -
FY 2022-2023 Lift Station Rehabilitation - Location TBD	\$ -	\$ -	\$ -	\$ -	\$ 140,000
Manhole Rehabilitations - US 192, Laila, Irwin & Stephenson, Bossieux & Dayton	\$ -	\$ 280,000	\$ -	\$ -	\$ -
Manhole Rehabilitations - Henry Lift Station Area & Hidden Heights	\$ -	\$ -	\$ 150,000	\$ -	\$ -
FY 2021-2022 Manhole Rehabilitations - Location TBD	\$ -	\$ -	\$ -	\$ 150,000	\$ -
FY 2022-2023 Manhole Rehabilitations - Location TBD	\$ -	\$ -	\$ -	\$ -	\$ 150,000
Replacement Pumps & Valves for Reuse Distribution	\$ 45,000	\$ 40,000	\$ 45,000	\$ 40,000	\$ 50,000
Potential WWTP Expansion - Master Plan	\$ -	\$ -	\$ 160,000	\$ -	\$ -
Henry Lift Station Area Gravity Sewer U- Lining	\$ -	\$ -	\$ 125,000	\$ -	\$ -
FY 2021-2022 Gravity Sewer U-Lining - Location TBD	\$ -	\$ -	\$ -	\$ 150,000	\$ -
FY 2022-2023 Gravity Sewer U-Lining - Location TBD	\$ -	\$ -	\$ -	\$ -	\$ 150,000
Total Sewer System Improvement Expenditures	\$ 3,015,500	\$ 2,695,000	\$ 985,000	\$ 900,000	\$ 940,000

**Table CIE-12**  
City of West Melbourne Stormwater Management Capital Improvement Projects  
FY 2018-2019 and Projected to 2022-2023

STORMWATER CAPITAL IMPROVEMENT PROJECTS	Budgeted 2018-2019	Projected 2019-2020	Projected 2020-2021	Projected 2021-2022	Projected 2022-2023
Purchase of New Menzi Muck	\$ 377,500	\$ -	\$ -	\$ -	\$ -
Design of Melbourne Estates Drainage Improvements	\$ 182,900	\$ -	\$ -	\$ -	\$ -
Headwall Repairs - NW Shannon Avenue at M-1 Canal	\$ -	\$ 75,000	\$ -	\$ -	\$ -
Construction of Melbourne Estates Drainage Improvements - Dependent Upon Possible Future Grant Funding	\$ -	\$ 2,300,000	\$ -	\$ -	\$ -
Modification of Pond and Surrounding Property at Sewer Treatment Plant and Adjacent Stormwater Canals to Serve Stormwater Retention Purposes - Dependent Upon Possible Future Grant Funding	\$ -	\$ 1,475,000	\$ -	\$ -	\$ -
Headwall Repair - Lake Court at MTWCD Canal 84	\$ -	\$ -	\$ 50,000	\$ -	\$ -
Upgrade Existing Drainage - East Side of Bry-Lynn Drive to the M-1 Canal	\$ -	\$ -	\$ 250,000	\$ -	\$ -
Acquisitions of Properties for Construction of New Retention Basins for Older Neighborhoods	\$ -	\$ -	\$ -	\$ 500,000	\$ 500,000
Local Drainage U-Linings and Improvements	\$ 130,000	\$ 140,000	\$ 150,000	\$ 160,000	\$ 170,000
<b>Total Stormwater System Improvement Expenditures</b>	<b>\$ 690,400</b>	<b>\$ 3,990,000</b>	<b>\$ 450,000</b>	<b>\$ 660,000</b>	<b>\$ 670,000</b>

**Table CIE-13A**  
City of West Melbourne Transportation Capital Improvement Projects  
FY 2018-2019 and Projected to 2022-2023

TRANSPORTATION CAPITAL IMPROVEMENT PROJECTS	Budgeted 2018-2019	Projected 2019-2020	Projected 2020-2021	Projected 2021-2022	Projected 2022-2023
Completion of Design and Permitting and Construction of Doherty and Heritage Oaks Extensions	\$ 1,045,000	\$ -	\$ -	\$ -	\$ -
Purchase of Property for Fell Road Extension to Dairy	\$ -	\$ 97,500	\$ -	\$ -	\$ -
Engineering Design of Fell Road Extension			\$ 225,000		
Construction of Fell Road Extension	\$ -	\$ -		\$ 1,500,000	\$ -
Engineering and Permitting to Widen Dairy Road from US 192 to Hibiscus to Four Lanes - Dependent Upon TPO Allocation of State Funds	\$ -	\$ -	\$ -	\$ -	\$ 325,000
<b>Subtotal, West Melbourne-Performed Transportation System Improvement Expenditures</b>	<b>\$ 1,045,000</b>	<b>\$ 97,500</b>	<b>\$ 225,000</b>	<b>\$ 1,500,000</b>	<b>\$ 325,000</b>

**Table CIE-13B**  
Transportation Capital Improvement Projects Benefitting West Melbourne  
FY 2018-2019 and Projected to 2022-2023

TRANSPORTATION CAPITAL IMPROVEMENT PROJECTS	Budgeted 2018-2019	Projected 2019-2020	Projected 2020-2021	Projected 2021-2022	Projected 2022-2023
Milwaukee Sidewalk Study - Brevard County	\$ 100,000	\$ -	\$ -	\$ -	\$ -
Minton Road Corridor Study - Brevard County	\$ -	\$ 250,000	\$ -	\$ -	\$ -
Imagine Way and Hollywood Boulevard Traffic Signal - Brevard County	\$ -	\$ -	\$ 350,000	\$ -	\$ -
St. Johns Heritage Parkway - US 192 to Ellis and I-95 Interchange - Brevard County	\$ 3,116,000	\$ 5,000,000	\$ -	\$ -	\$ -
I-95 and Ellis Road Interchange - FDOT	\$ 57,165,176	\$ 2,100,000	\$ 1,741,267	\$ 48,742	\$ -
Ellis Road Widening - Brevard County	\$ -	\$ -	\$ -	\$ 9,846,493	\$ 7,271,322
Hollywood Boulevard Widening - Brevard County	\$ -	\$ -	\$ -	\$ 6,731,566	\$ -
US 192 and Wickham/Minton Intersection Improvement - FDOT	\$ 1,340,501		\$ -	\$ -	\$ -
US 192 and Hollywood/Evans Intersection Improvement - FDOT	\$ 575,000	\$ 1,781,589	\$ 1,207,115		\$ -
<b>Subtotal, FDOT or Brevard County-Performed Transportation System Improvement Expenditures</b>	<b>\$ 62,296,677</b>	<b>\$ 9,131,589</b>	<b>\$ 3,298,382</b>	<b>\$ 16,626,801</b>	<b>\$ 7,271,322</b>

MAYOR  
Hal J. Rose

DEPUTY MAYOR  
Pat Bentley

COUNCIL MEMBERS  
John Dittmore  
Adam Garfney  
Bill Mettrick  
Barbara A. Smith  
Andrea Young



Planning & Economic Development Department  
Christy Fischer, Planning Director  
City Hall  
2240 Minton Road  
West Melbourne, FL 32904  
Phone: (321) 837-7778  
Fax: (321) 768-2390  
[www.westmelbourne.org](http://www.westmelbourne.org)

October 11, 2018

Via email and US mail  
[Francisco.alonso@tylin.com](mailto:Francisco.alonso@tylin.com)  
Francisco J. Alonso, PE  
Associate Vice President  
Tylin International  
201 Alhambra Circle  
Suite 900  
Coral Gables, FL 33134

RE: Processing of *Space Coast Town Center* site plan

Dear Mr. Alonso

This letter is a follow up to both the phone conversation we had and the attached email. Your firm submitted a site plan application and a concept plan that is almost identical to the concept plan submitted to the City during the *Space Coast Town Center* pre-application. As such there is insufficient information to meet the minimum submittal requirements of Section 66-552 and 66-556 and the City would not be able to approve the plans you submitted. During the pre-application meeting, there were a number of processes discussed that are applicable to this project and based on the discussion, staff believed the first submittal would be for a subdivision. Instead a site plan application was submitted along with a check for \$35,332.32 with much of the checklist left blank and unanswered. We are returning the check to you.

Staff believes that another process that is currently being created under the Gateway Interchange zoning district, called the "Master Plan" option is better suited for the type of initial approval you and your client are seeking for the "*Space Coast Town Center*". Attached is a draft of the ordinance that City Council will consider on October 16<sup>th</sup> and November 20<sup>th</sup> to allow developers the option of getting their conceptual plan approved along with a development agreement. Staff has not yet created an application for the master plan process since we are awaiting City Council's approval, however, the requirements will be based on the items listed in Exhibit A for Ordinance Number 2018-16. There is another property owner near the future Ellis Road/I-95 interchange that is requesting the "Master Plan" option, and it is for this reason that the meeting dates for Council to consider the Gateway Interchange district "Master Plan" option are October 16<sup>th</sup> and November 20<sup>th</sup> for finalization.

Let me know if we need to have a phone conversation or send me an email.

Sincerely,

A handwritten signature in blue ink that reads "Christy Fischer".

Christy Fischer  
Planning Director

## Christy Fischer

---

**From:** Francisco Alonso <francisco.alonso@tylin.com>  
**Sent:** Monday, October 08, 2018 6:38 PM  
**To:** Christy Fischer  
**Cc:** Bob Gorlow (rgorlow@comcast.net); Edgar Jones (Edgar@EdgarJonesCo.com)  
**Subject:** RE: Space Coast Town Center

Christy,

As discussed, please provide us with a summary of our discussion regarding the next steps on the project. You mentioned specifically making a modification to our zoning ordinance that would need commission approval before resubmitting an updated package. I look forward to your response.

Francisco J. Alonso, PE  
Associate Vice President  
Miami Unit Manager  
**TYLIN INTERNATIONAL**  
201 Alhambra Circle, Suite 900  
Coral Gables, FL 33134  
+1.305.567.1888 main  
+1.305.567.1888 x4067 direct  
+1.305.803.2569 mobile  
+1.305.567.1771 fax  
[falonso@tylin.com](mailto:falonso@tylin.com)  
Visit us online at [www.tylin.com](http://www.tylin.com)  
Twitter | [Facebook](#) | [LinkedIn](#) | [Google+](#)

"One Vision, One Company"

**From:** Christy Fischer <CFischer@WESTMELBOURNE.ORG>  
**Sent:** Thursday, October 04, 2018 3:12 PM  
**To:** Francisco Alonso <francisco.alonso@tylin.com>  
**Subject:** FW: Space Coast Town Center

I will call you now, but I would like you all to reach out to the adjacent home owner's association – see the email below.

Christy Fischer  
Planning and Economic Development  
Director  
City of West Melbourne  
2240 Minton Road  
West Melbourne, FL 32904  
Phone: 321-837-7778  
Fax: 321-768-2390  
[www.westmelbourne.org](http://www.westmelbourne.org)

Please Note: Florida has a broad public records law. As a result, any written communication created or received by City of West Melbourne officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, e-mail addresses are public records. If you do not want

**160-acre 'urban village' to feature homes, hotels, shopping and a lake.**



(Photo: Edgar Jones & Company)  
CONNECTTWEETLINKEDINCOMMENTEMAILMORE

WEST MELBOURNE — A Boston developer's vision of building an ambitious "urban village" of housing, shopping and office complexes south of U.S. 192 evaporated a decade ago when the real estate market tanked.

Now, drawn by the Space Coast's booming aerospace industry, a Miami development team has resurrected plans to convert cattle pastures into commercial properties and create the "Space Coast Town Center" west of Interstate 95.

Veteran developers Edgar Jones and Robert Gorlow are working on the American Dream Miami mega-mall/entertainment complex — touted as the largest in the nation. They plan to construct 75 housing, retail and office buildings near the St. Johns Heritage Parkway in West Melbourne.

**More:** [Proposed downtown Melbourne hotel gets Hilton franchise, financial backing](#)

**More:** [Developer building nearly \\$50 million in high-end construction projects near Eau Gallie](#)

**More:** [Developer gets 'stop work' order after he built road without permits](#)

Space Coast Town Center final cost: \$200 million to \$300 million, Jones said. The development duo has 160 acres under contract, and they outlined the project last month at West Melbourne City Hall.

"We are creating an amenity-based, mixed-use environment which will include hospitality, office, multi-family (housing) and retail. It's going to be a place where people can walk around the lake. We hope to have restaurants serving the people who live there, who work there, all within walking distance — not something where you have to hop in the car and go to the next interchange," Jones said.

Space Coast Town Center would be bounded by U.S. 192 to the north, Simon Road to the west, an oak-lined Melbourne Tillman Water Control District canal to the south, and Byrd's Western Store and a borrow-pit lake to the east. The property is bisected by the St. Johns Heritage Parkway, which opened here last November.

Jones hopes to start site work, utility extensions and road work by mid-2019. Afterward, individual parcels would be sold to other developers to construct buildings.

Jones said he has secured commitment from a multi-family housing developer to build 300 units, followed by a 300-unit second phase. A medical services company wants to build an urgent care/medical office building, and he met Tuesday with a hotel developer.



The area for the planned 160-acre Space Coast Town Center west of I-95, bisected by St. Johns Heritage Parkway (center), is seen Thursday, Sept. 6, 2018, in West Melbourne. The mixed-use development would be bounded by U.S. 192 to the north, Simon Road to the west, a Melbourne Tillman Water Control District canal to the south, and Byrd's Western Store and a borrow-pit lake to the east. (Photo: MAUREEN KENYON, XAVIER MASCAREÑAS/TCPALM)

The developers marketed the Space Coast Town Center last week during the International Council of Shopping Centers annual conference at the Orange County Convention Center in Orlando.

"The aerospace and technology and defense industries that are based in the Brevard County-Space Coast area: That has been the impetus for our interest in the market," Jones said.

## About the project

According to a conceptual site plan on file at West Melbourne City Hall, Space Coast Town Center may include:

- 1,400 multi-family housing units, inside buildings ranging from four to eight stories
- 360,000 square feet of office space
- 257,000 square feet of retail space
- A 30,000-square-foot grocery store
- A 13- to 15-acre lake, serving as the focal point for a waterfront plaza, offices and residential buildings
- Two hotels behind Byrd's Western Store, each averaging 135 rooms

"A to Z, it's good for the area. It's growth. And it's something that's unavoidable," said John Byrd, standing behind the counter at Byrd's Western Store amid cowboy boots, leather belts, turquoise jewelry and other symbols of West Melbourne's past.

Byrd's late father, Hershel, founded Byrd's Western Store in 1971, and today's location opened in 1986 at the western edge of town. Monday, company officials reminded customers on Facebook that the outfitter is not closing in light of Space Coast Town Center construction.

"Seems like when they put that road in, something like this was going to pop," John Byrd said, gesturing toward the St. Johns Heritage Parkway. "We figured something like this was going to come in 15 years ago."

## A tax base 'boon'

The Space Coast Town Center team met with city officials during an Aug. 2 pre-application conference at West Melbourne City Hall.

"From a financial point, this would be very much a boon to the tax base of the city," West Melbourne City Manager Scott Morgan said.



Buy Photo

The 3.1-mile segment of the St. Johns Heritage Parkway linking Emerson Drive in Palm Bay with U.S. 192 in West Melbourne opened to traffic last November. (Photo: Craig Bailey/FLORIDA TODAY)

"We would expect that it wouldn't require as much in the way of services as it would potentially pay to the city in taxes. So that benefits existing West Melbourne, where we could keep our tax rate low and expand the base," he said.

Morgan said the project's phased construction stages call for "an employment anchor" to help attract developers to the site.

"If they're successful in getting primary employment, that benefits the whole area. Obviously, we're already benefiting from a lot of new primary employment in the Melbourne airport area. If they can add to that, that's going to benefit the whole economy of south Brevard County," he said.

From 2010-17, West Melbourne was Florida's 44th-fastest growing municipality in terms of percent change in population, rising from 18,355 residents to 21,360 residents (16.4

percent), University of Florida Bureau of Economic and Business Research estimates show.

West Melbourne led Brevard County on that list, save far-smaller Palm Shores. That town ranked 19th in Florida, growing from 900 residents to 1,114 residents (23.8 percent).

Next year, transportation engineers will study whether Minton Road should be widened from four to six lanes. The St. Johns Heritage Parkway is intended to take motorists off of that congested roadway.

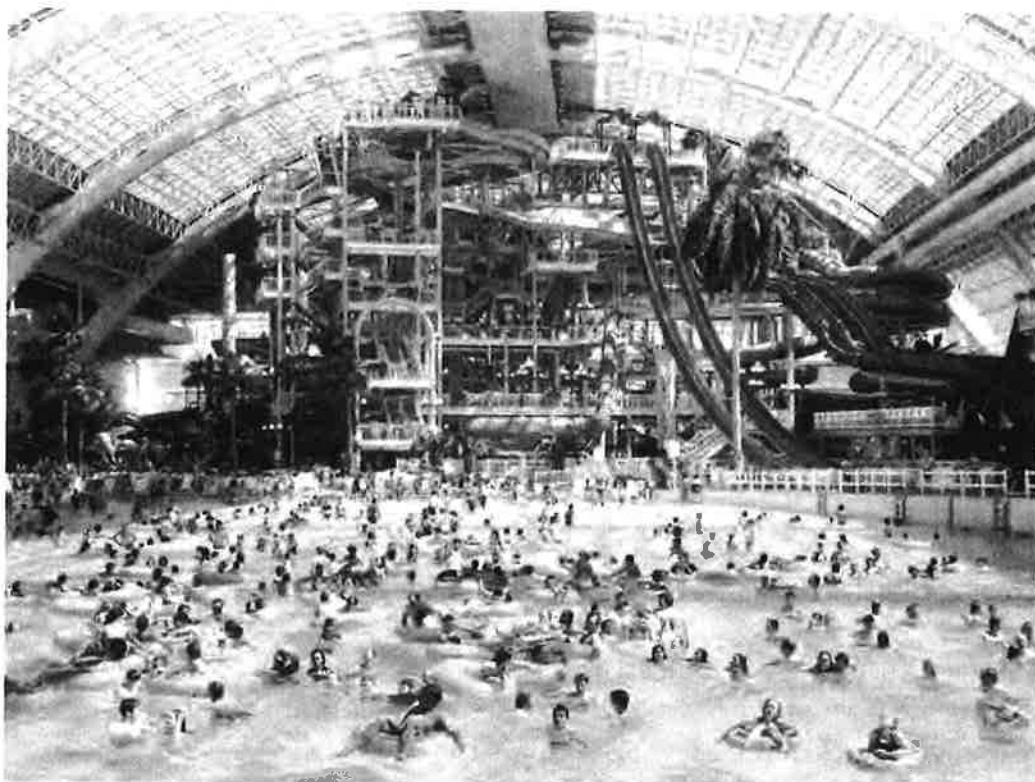
## Similar vision failed

In summer 2008, the West Melbourne City Council annexed the property in question while utility negotiations were underway with Boston developer Samuels & Associates, which proposed to build a larger "urban village" south of U.S. 192.

Plans for the 280-acre "Watershed" development called for 1.4 million square feet of shopping space, 1,410 housing units and 475,000 square feet of office space. An elementary school, 320 hotel rooms, parks, ponds and urban plazas were also planned.

Watershed was intended to resemble Baldwin Park in Orlando or Celebration near Walt Disney World Resort, said Christy Fischer, West Melbourne planning and economic development director.

However, the real estate market tanked, and the project never left the drawing board.



An artist rendering of the waterpark at American Dream Miami. The mall, located near the intersection of I-75 and the Florida Turnpike, would be the biggest in the U.S. (Photo: Triple Five Group)

Jones and Gorlow work for Triple Five Group, the American Dream Miami developer that owns Mall of America in Bloomington, Minnesota. American Dream Miami — which already has its own Wikipedia page — received zoning approval in May from the Miami-Dade County Commission.

Touted as North America's largest mall, the mega-complex is slated for potential construction at Florida's Turnpike and Interstate 75. But numerous hurdles remain, financing key among them.

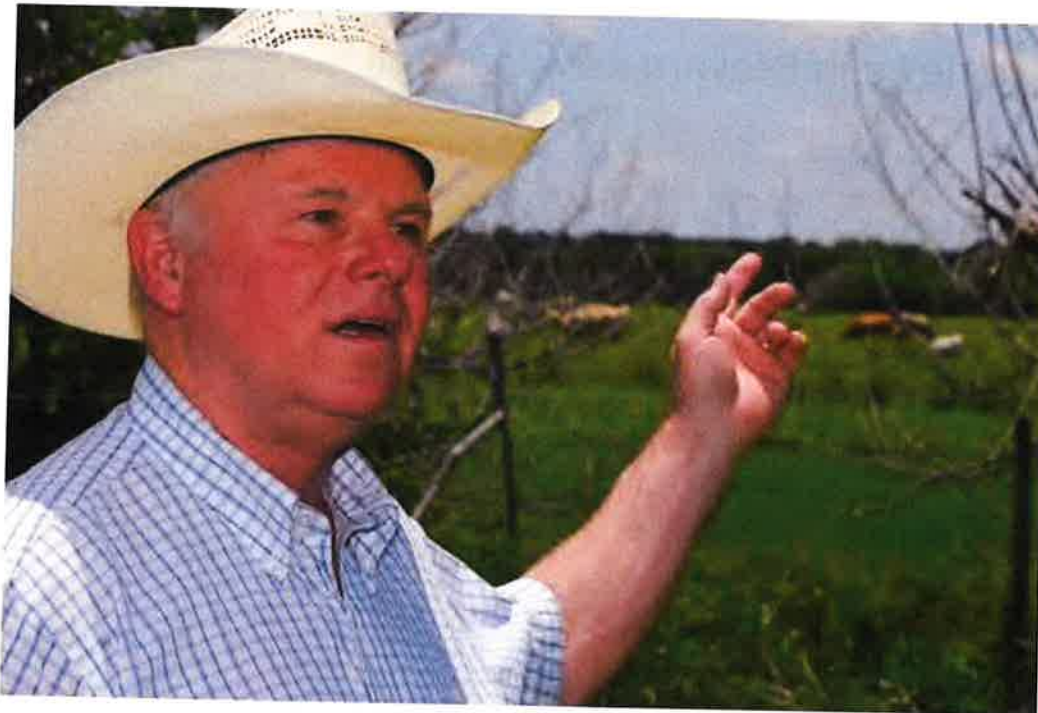
Though Space Coast Town Center is far smaller in scale, Fischer said it should take the next decade or thereabouts to take shape.

"It's a big undertaking. So citizens shouldn't expect to see this all developed in a two- to three-year time period. This is more like a 10-year-or-more type of development," Fischer said.

## Longtime landowner

The landowner is William "Tuck" Ferrell, a descendant of one of Brevard's foremost ranching families. He is also a longtime proponent of the St. Johns Heritage Parkway, attending various governmental meetings wearing a cowboy hat.

The 160-acre target tract used to be part of the sprawling Platt ranch. Ferrell has held the land since 1982, and he leases the property to the neighboring Platts for cattle grazing. The 72-year-old has marketed his land to developers since prior to the Watershed days.



Buy Photo

William "Tuck" Ferrell stands near the future St. Johns Heritage Parkway route in this 2010 file photo. (Photo: FLORIDA TODAY file)

"It's been a cattle ranch. It's also been a family investment. My parents have both passed away, my mom last year. It'll help settle the estate. It came in a timely manner," Ferrell said.

"I've owned that property for 36 years. I've had some chances to sell it. And some things have fallen through over the years. But it's probably time. Every time we put it on the market, it seems we'd have a recession or something," Ferrell said.

"I think they'll do a good job on the town center. I think these people know what they're doing. I've turned down a lot of different things, like truck stops — many truck stops," he said.

*Neale is South Brevard watchdog reporter at FLORIDA TODAY.*

Contact Neale at 321-242-3638

or [rneale@floridatoday.com](mailto:rneale@floridatoday.com).

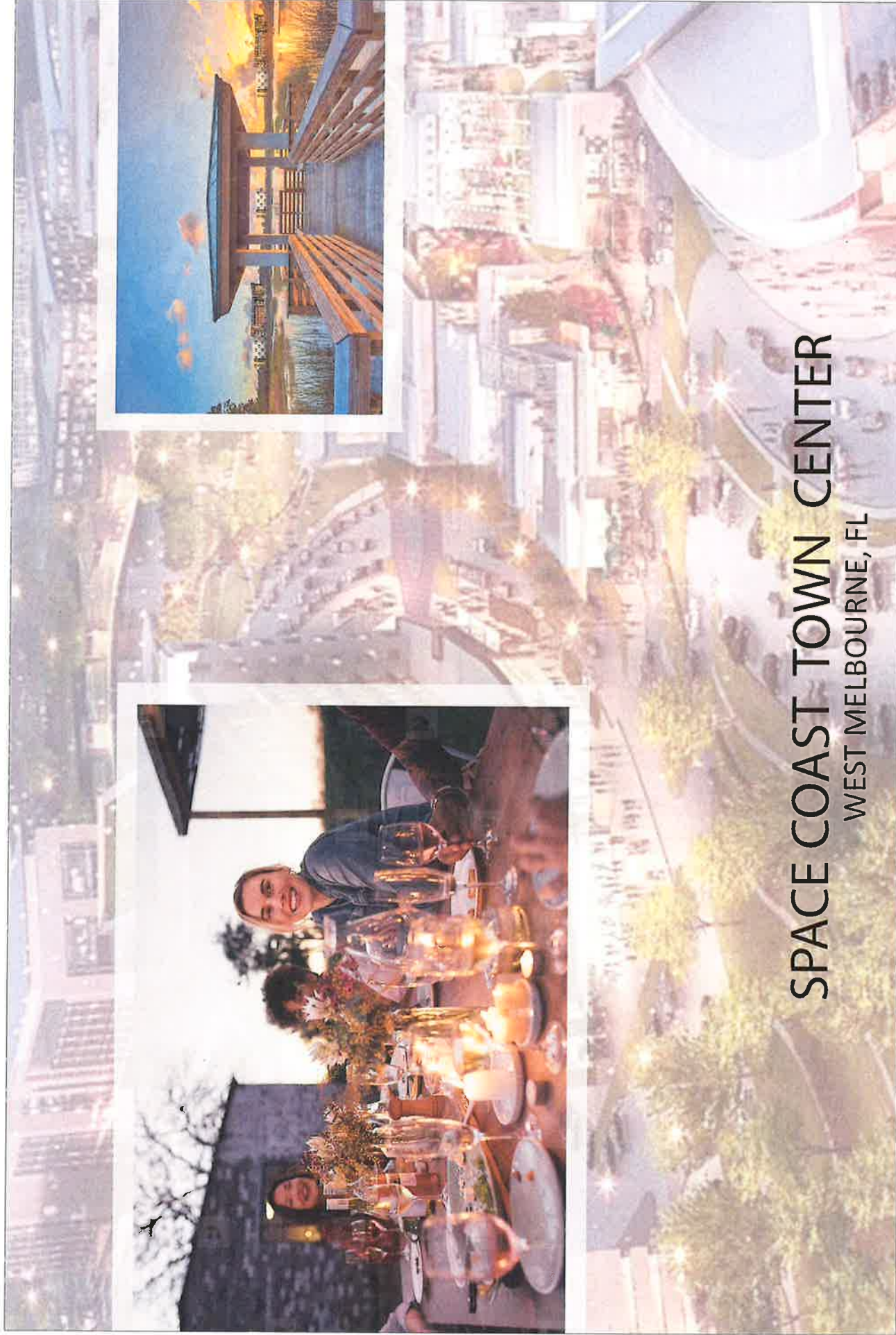
Twitter: [@RickNeale1](https://twitter.com/RickNeale1)

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## More news in Brevard development

Within five years, Harry Mirpuri hopes to finish Hidden Harbor Estates and his other, higher-profile venture: redevelopment of the the old Intracoastal Marina-Coral Bay Restaurant property on U.S. 1. Wochit

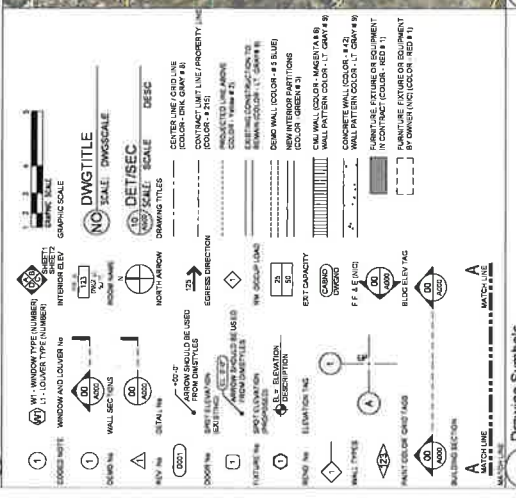
New hotel, with 'sky bar', for Cocoa Village is in the planning stages Wayne T. Price, FLORIDA TODAY



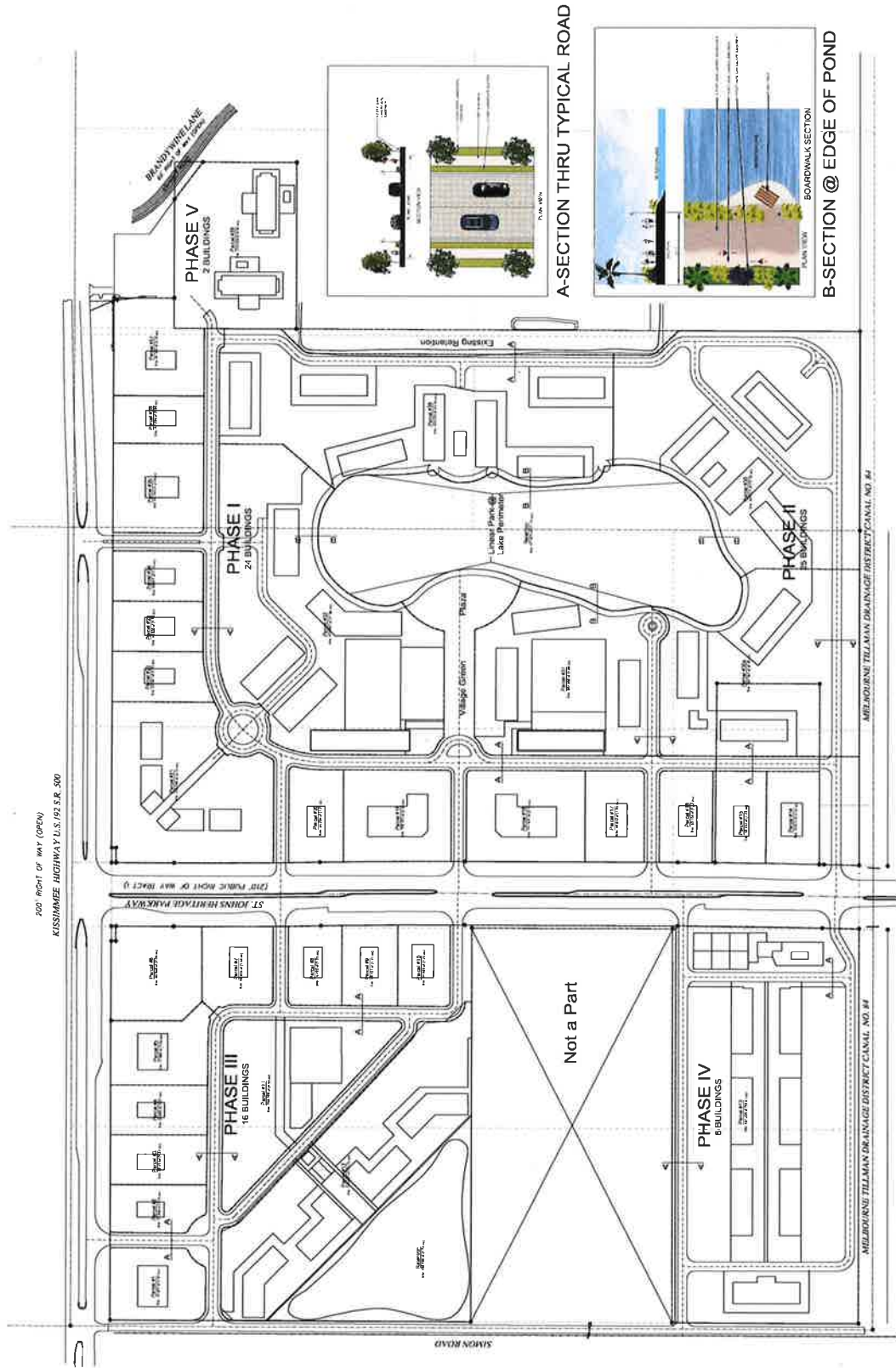
# SPACE COAST TOWN CENTER

WEST MELBOURNE, FL

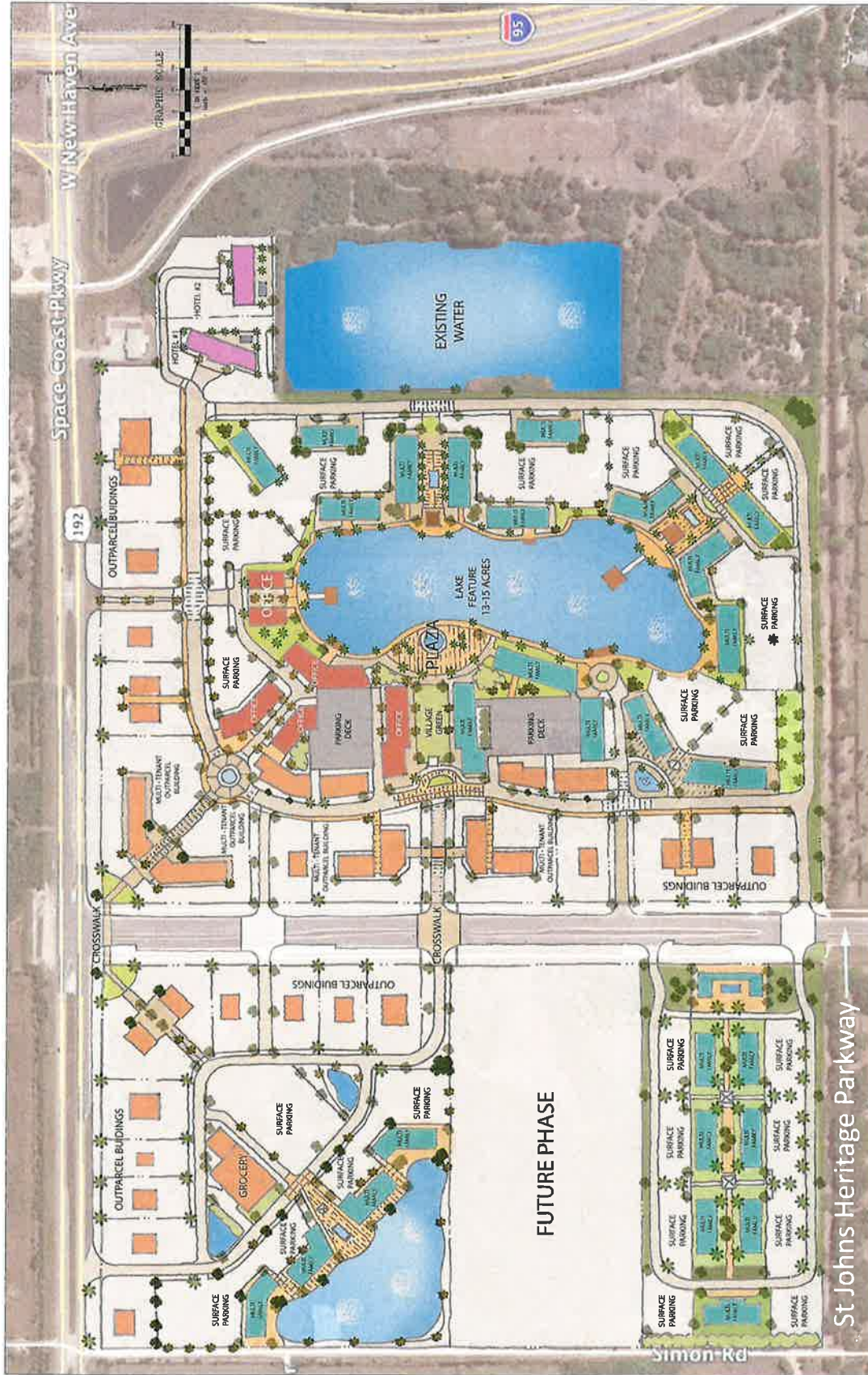


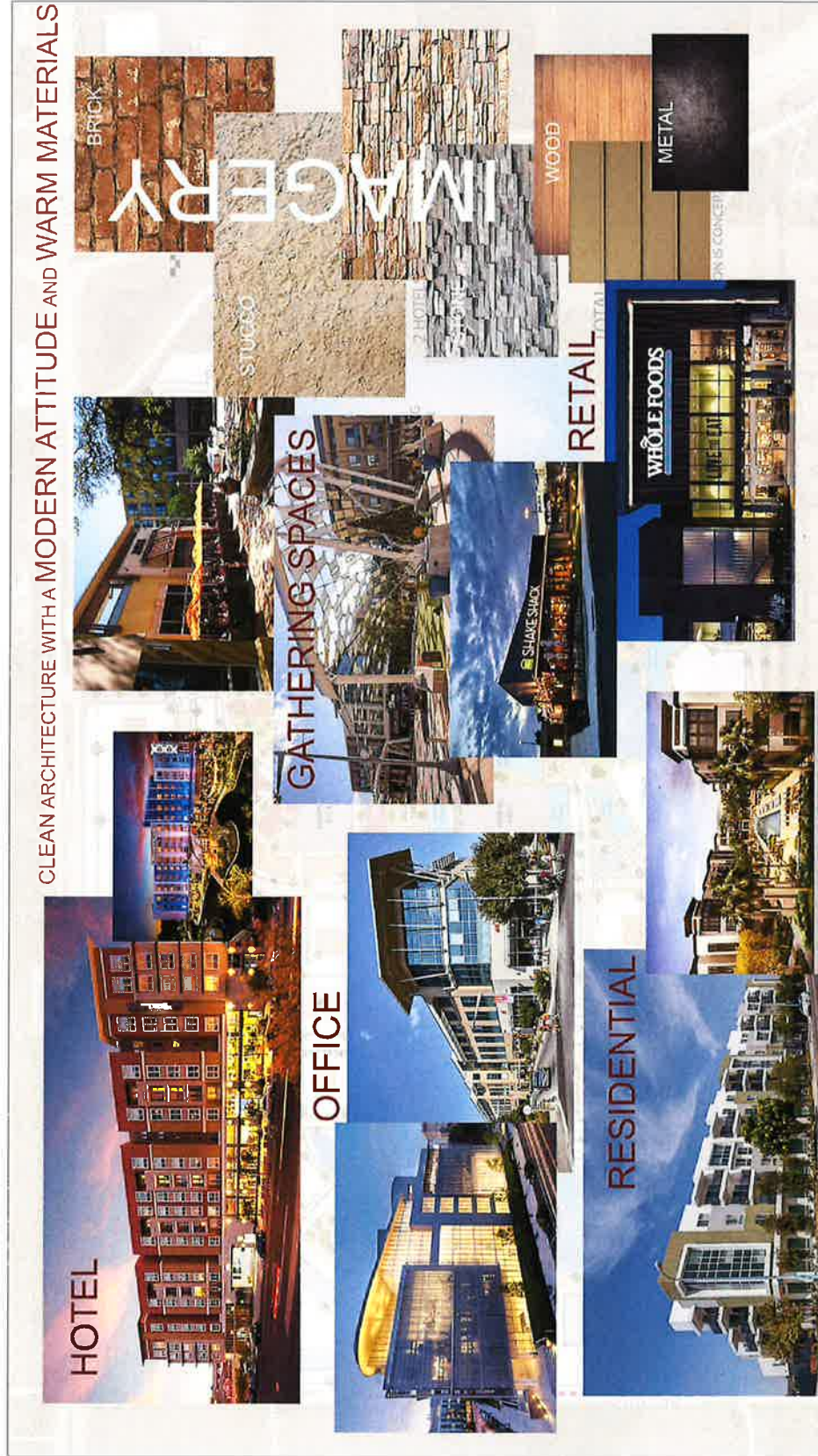
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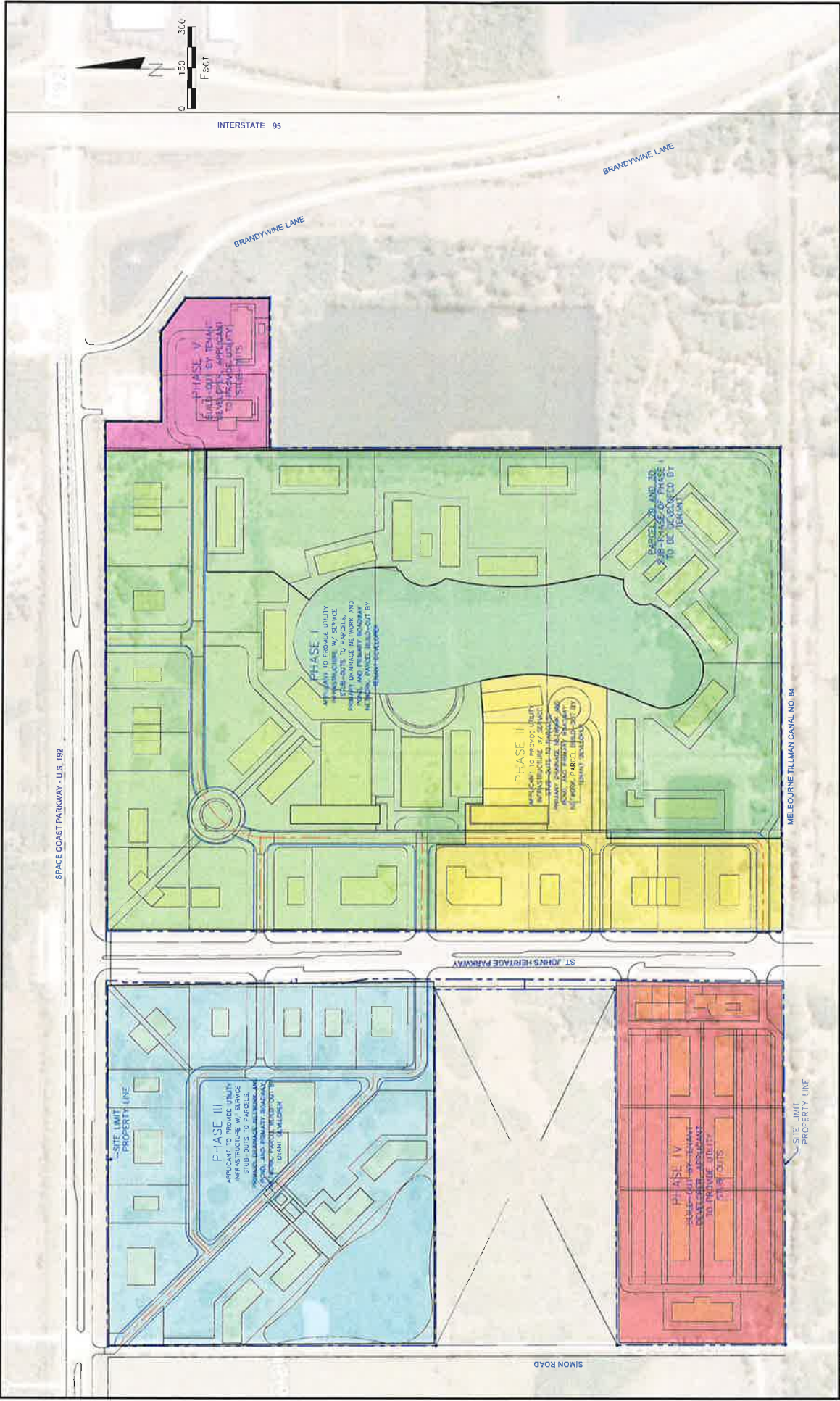
Master Site Plan



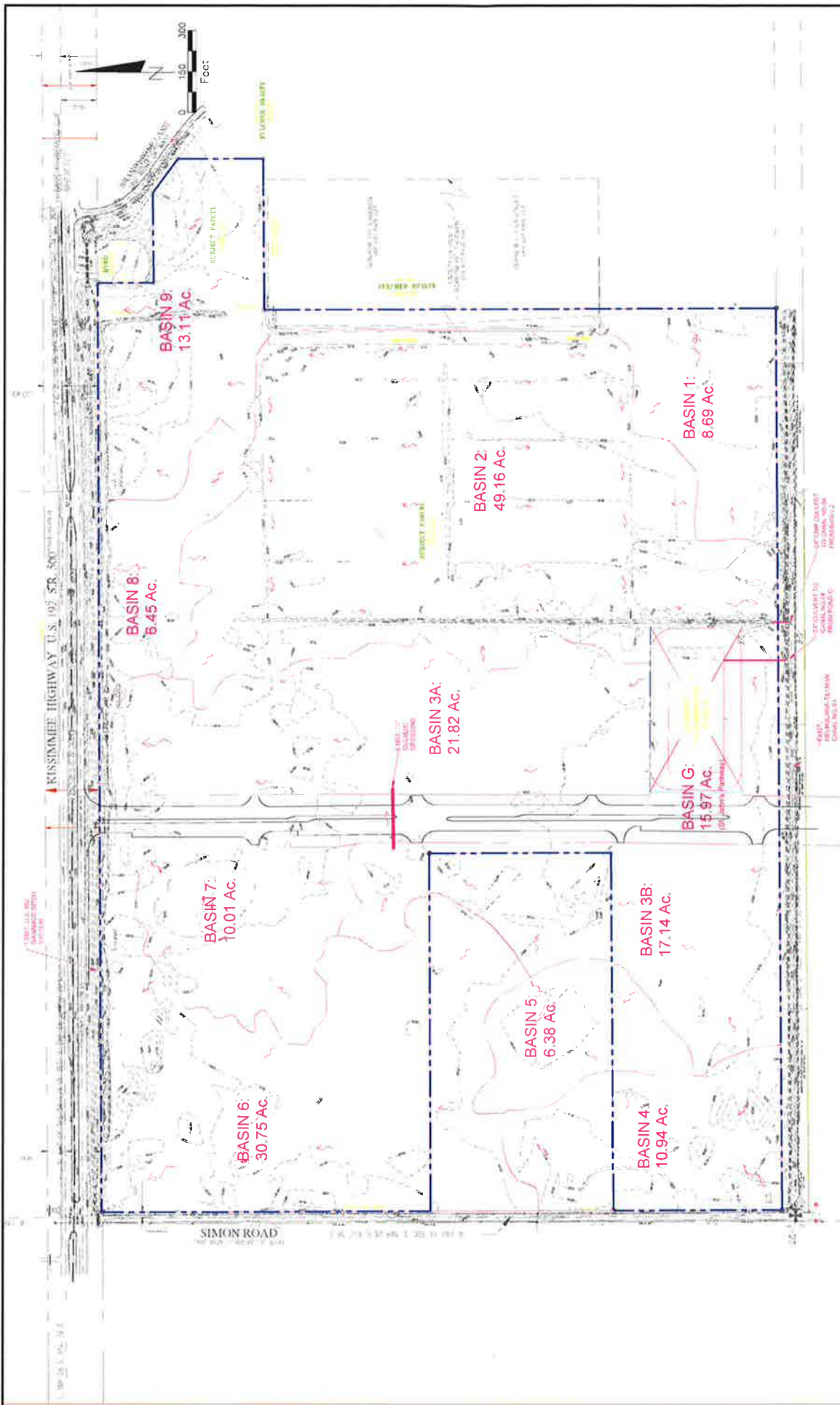




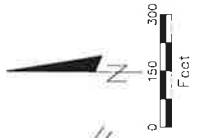




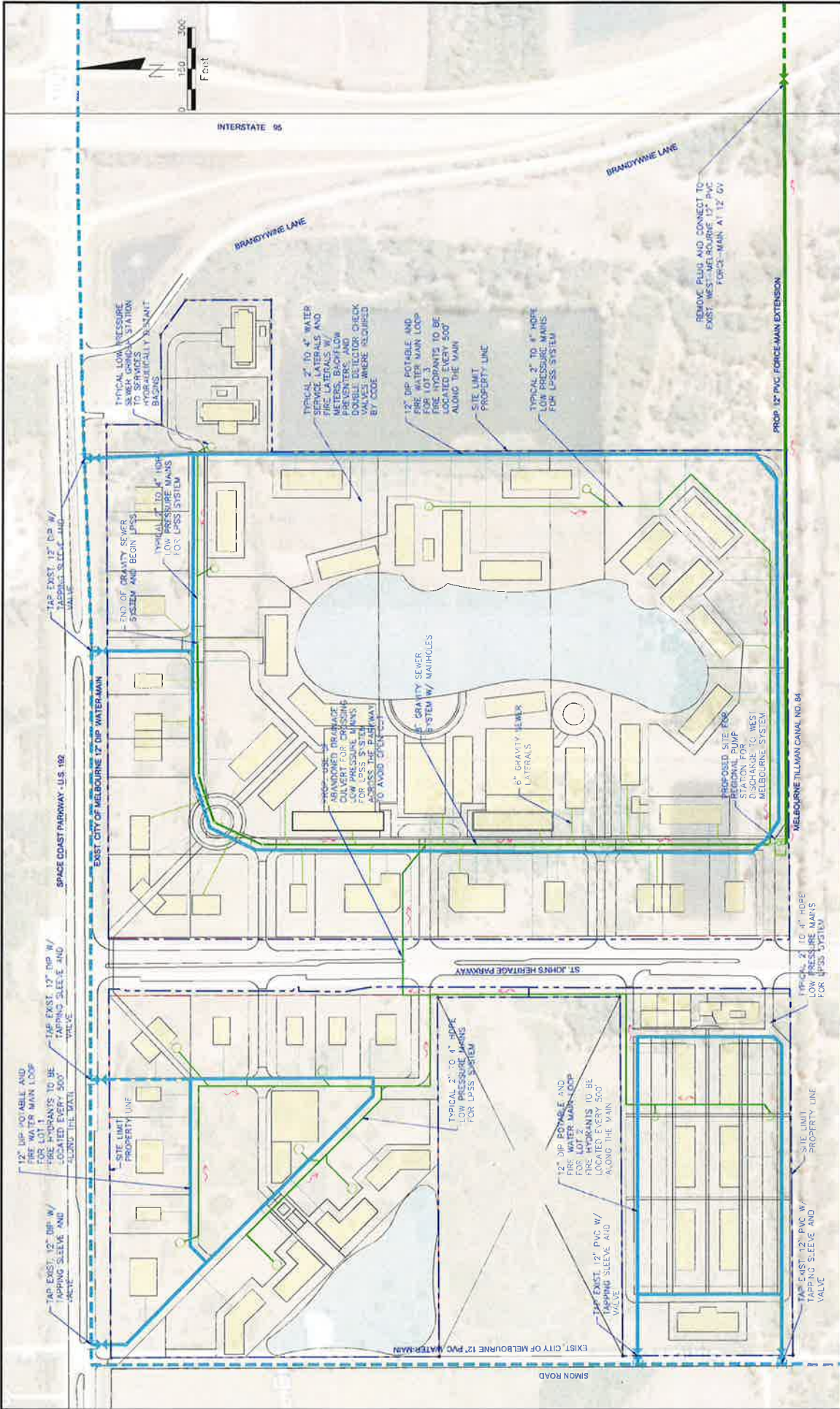
REVISIONS		CONCEPTUAL PHASING PLAN	
DATE	DESCRIPTION	WEST MELBOURNE SPACE COAST TOWN CENTER	
		T-Y LIN INTERNATIONAL	
		201 ALHAMBRA CIRCLE SUITE 900	
		Coral Gables, Florida 33134	
		Phone: 305 / 567-1888 Fax: 305 / 567-1771	
		PARKWAY 192 ASSOCIATES, LLC / RMGA, LLC	
		SHEET NO. C100	



**T.Y. LIN INTERNATIONAL**  
201 ALHAMBRA CIRCLE SUITE 900  
Coral Gables, Florida, 33134  
Phone: 305 / 567-1888 Fax: 305 / 567-1771



DATE	DESCRIPTION	<b>T.Y. LIN INTERNATIONAL</b> 201 ALHAMBRA CIRCLE SUITE 900 Coral Gables, Florida. 33134 Phone: 305 / 567-1888 Fax: 305 / 567-1771	<b>WEST MELBOURNE</b>  <b>SPACE COAST TOWN CENTER</b>	<b>CONCEPTUAL STORM WATER</b>  <b>MANAGEMENT PLAN - POST DEVELOPMENT</b>	SHEET NO.  <b>C102</b>



REVISIONS		DATE	DESCRIPTION	WEST MELBOURNE SPACE COAST TOWN CENTER	CONCEPTUAL WATER AND SEWER UTILITY MASTER PLAN - POST DEVELOPMENT	SHEET NO.
PARKWAY 192 ASSOCIATES, LLC / RMGA, LLC				T-Y LIN INTERNATIONAL 201 ALHAMBRA CIRCLE SUITE 900 Coral Gables, Florida 33134 Phone: 305 / 567-1888 Fax: 305 / 567-1771		C103



From: dccapemay <dccapemay@aol.com>  
To: dccapemay <dccapemay@aol.com>; kcmslp <kcmslp@aol.com>  
Date: Wed, Dec 19, 2018 11:34 am

Objections  
18PZ00133  
De La Torre  
(Submitted 12/19/18)

Michael Sego

Dolores Conway

123 Cardinal Drive  
Melbourne Beach, FL 32951

December 19, 2018

To The Board of County Commissioners  
Planning & Development Department

Re: 18PZ00132 District 3 - Tony and Nestle Andrade De La Torre

Request for reducing size of build-able lot, changing setback requirements and zoning change.

First, I would sincerely like to welcome Tony & Nestle Andrade De La Torre to our unique and very special little neighborhood.

Our 8 to 10 mile stretch of rural 2 lane A1A Highway known as the South Beaches is more likely to see children with surf boards & fishing poles crossing A1A than delivery trucks. Lets not forget the many cyclist, joggers, golf carts, turtles and crabs that also

frequent the bike bath that runs along our area of A1A. The lot up for re-zoning is almost right in the middle of an A1A block.

A business mid-block will have a blind driveway that dumps right out onto the

bike/jogging bath as well as being within the area of

crossover to the only Beach Access for Melbourne Shores.

**City Planners Design:** We own a house at 123 Cardinal Drive which is about 500 feet from the A1A lot requesting a zoning change to a Commercial Retail and Wholesale Bakery. Looking at the Plat book for our area of Melbourne Beach, it would seem the City Planner's intention was to maintain our area as residential with lot sizes being 75' x 150' for the most part, low density with a single North/South access road and well built continuous pedestrian path. The City Planners got it right. The Planners saw the vision of the one geographically confined area of Brevard County that they would save as an escape of the vast areas of business development and keep it for children, campers, fisherman, surfers, tourists, animals, etc. and they succeeded in that vision through smart zoning decisions.

**Danger:** The lot up for re-zoning is almost right in the middle of an A1A block and just steps away from our only beach access.

A business mid-block will have a blind driveway that dumps right out onto the middle of a bike/jogging bath as well as being within the area of

crossover to the only Beach Access for Melbourne Shores. People expect excessive traffic at a corner intersection but not in the middle of the block. This mixture of children, cyclist, joggers and commercial traffic is dangerous, can be predicted and will result in tragedy someday.

**Reducing Land Size Requirements:** Examining the Plat Book, without question, the intended required Lot Size that we all had to conform to was 75' x 150' or approximately 11,250 square feet. The request to reduce the required lot size from 75 x 150 down to 73.50' x 125.82 down to actually less than 9,100 square feet due to the irregular lot size. Reducing the required land space is something that should not be granted since it conflicts with the vision the City Planners had.

**Change Setback Requirements :** The setback requirements that we as homeowners all had to comply with and did so without question, was what the City Planners felt was required for peaceful, quiet enjoyment between homeowners and necessary to keep the density at the level the Brevard County City Planners wanted for this particular area of Melbourne Beach, known as Melbourne Shores. To keep with the City Planners Vision, we can oppose a change in the Setback requirements for the lot being discussed at this hearing.

Again, we are opposed to the proposed changes put forth that will adversely effect our Melbourne Shores neighborhood. We hope that the zoning board will keep this a residential lot and not convert it to a Commercial Lot. At this time we would welcome and agree to any variance that would be needed to make the above lot a build-able residential lot if needed. We will help Mr and Mrs Andrade De La Torre make their undersized lot build able for a residence RR-1 zoning. We affirm that we believe the highest and best use for the above referenced lot is residential use only and that there are many options for the Bakery & Cafe in the nearby vacant space at the Publix Shopping Center.

Thank you in advance for your consideration,

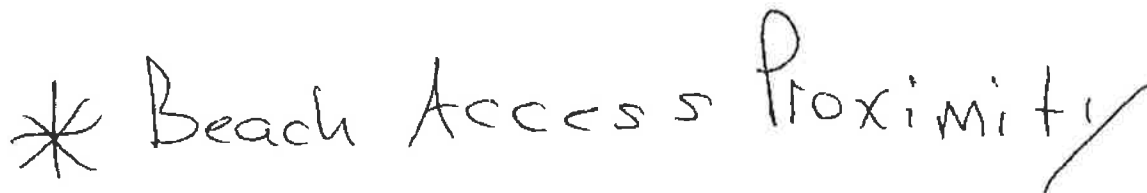
Michael Sego and Dolores Conway

Brevard County Property Appraiser  
Dana Blickley, CFA

📍 StreetView ()



Small Undersized lot



Hurricane Damage?  
You may qualify for a property tax rebate.  
[Apply \(/HurricaneDamage.aspx\)](#)

Christmas Holiday  
Closed Monday & Tuesday, Dec. 24 & 25, 2018.  
[Calendar \(/ContactUs.aspx?t=hours\)](#)

At Your Service  
Questions? We're happy to help.  
[Contact Us](#)

Property Search

Brevard County Property Appraiser  
Dana Blickley, CFA

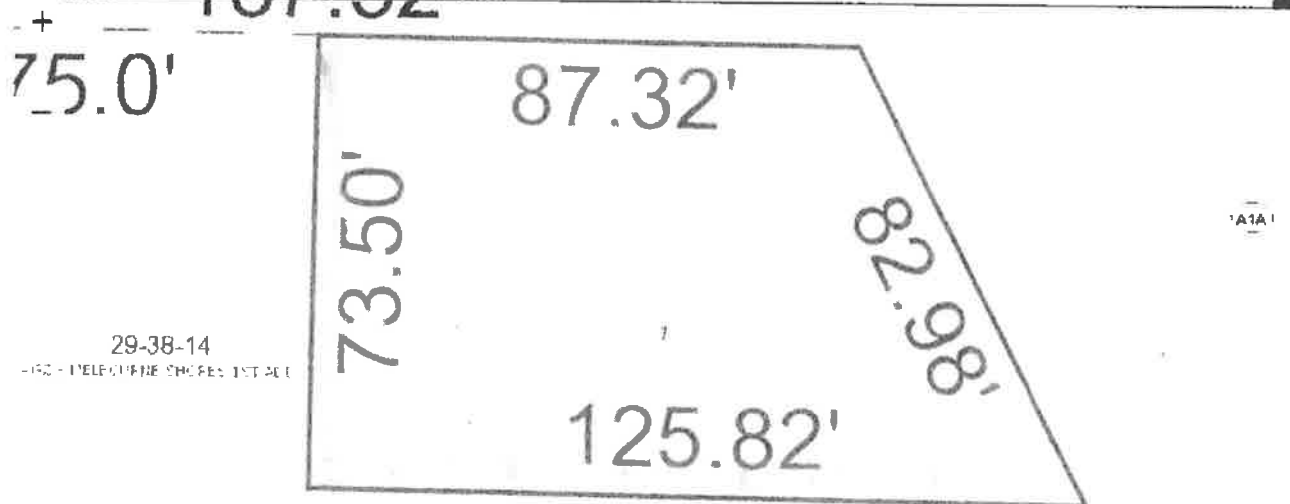
Map Subject Property () () Open Map in New Window ()

MapView ()

EagleView ()

StreetView ()

Account (1234567)



29-38-14  
150' TELEPHONE CROPS 1ST DEE

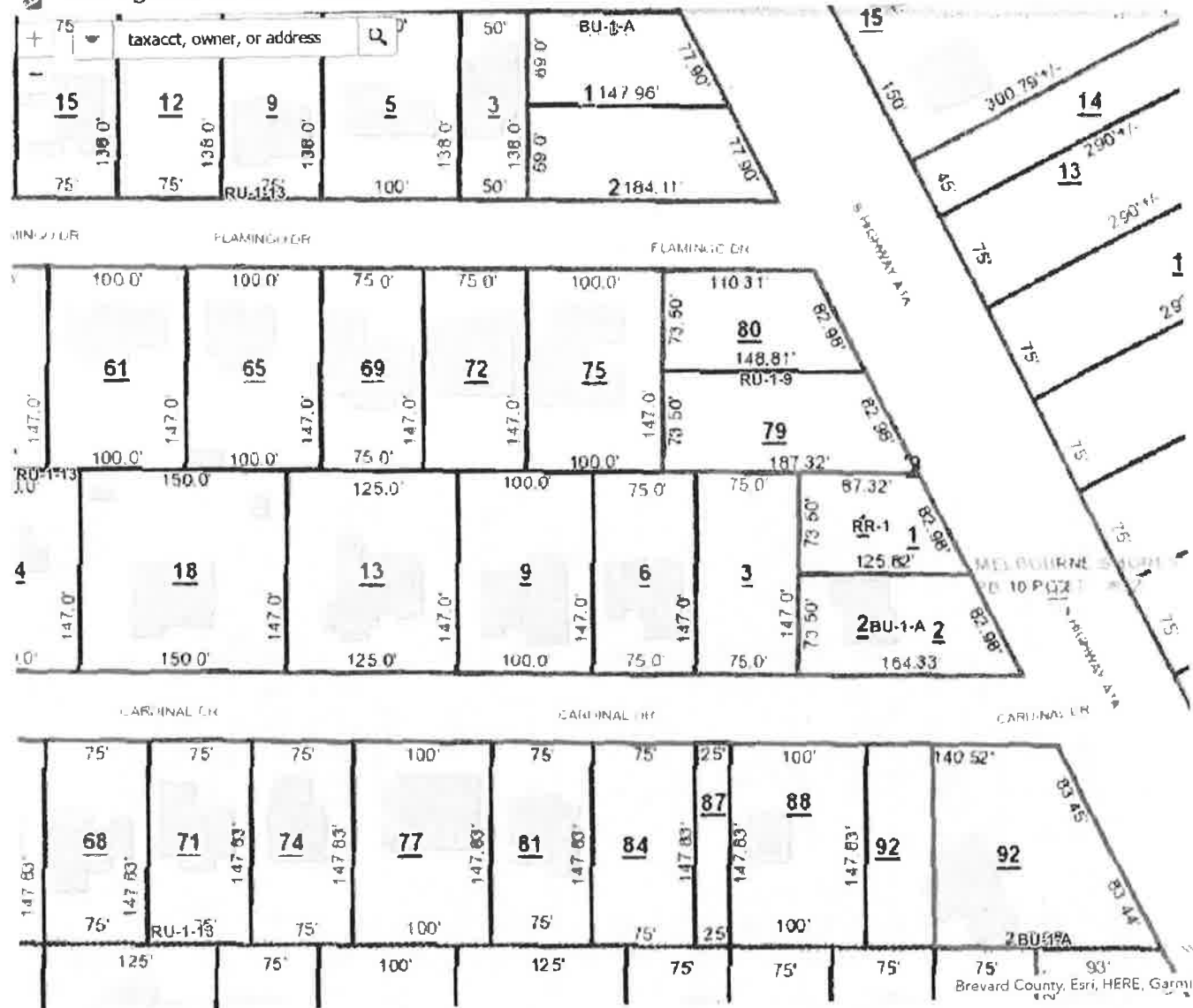
No  
Photo

Account: 2954056 Parcel ID: 29-38-14-GZ-8-1  
Sale: 6/24/2016 \$100,000 - Vacant  
BCPAO Market Value: \$100,000  
Owners: Andrade De La Torre, Nestle Larraoas; Andrade De La Torre, Tony  
Address: 5970 Highway A1A Melbourne Beach FL 32951

[INSTRUCTIONS \(/Docs/misc/Instructions\\_MapSearch.pdf\)](#)

- Setbacks on above lot
- Non-conforming size, should be 75' x 150'

## Brevard County



## Zoning Map




Hurricane Damage?  
You may qualify for a property tax rebate.  
[Apply \(/HurricaneDamage.aspx\)](#)

Christmas Holiday  
Closed Monday & Tuesday, Dec. 24 & 25, 2018.  
[Calendar \(/ContactUs.aspx?#hours\)](#)

At Your Service  
Questions? We're happy to help.  
[Contact Us](#)

[Property Search](#)

Brevard County Property Appraiser  
Dana Blickley, CFA

Map Subject Property ( )  Open Map in New Window ( )

 MapView ( )

 EagleView ( )

 StreetView ( )



Account: 2954056 Parcel ID: 29-38-14-GZ-8-1  
Sale: 6/24/2016 \$100,000 - Vacant  
BCPAO Market Value: \$100,000  
Owners: Andrade De La Torre, Nestle Larracas; Andrade De La Torre, Tony  
Address: 5970 Highway A1A Melbourne Beach FL 32951

[INSTRUCTIONS \(/Docs/misc/Instructions\\_MapSearch.pdf\)](#)

Bike Path  
along A1A

Diane Conway  
Jeffrey & Shannon Warf  
19 Bay Acres Dr  
Cape May Court House NJ 08210

To be read  
← For,

To The Board of County Commissioners  
Planning & Development Department

Re: 18PZ00132 District 3- Tony and Nestle Andrade De La Torre

We own vacant land on Cardinal Dr. lots 3 thru 5 Block 8. We have been informed about the rezoning efforts and request for variances and we are opposed proposed changes. The zoning changes will reduce neighborhood property values and the character of the neighborhood. We are opposed to changing the setback that would result in their structure being closer to our future residential home. We wouldn't have purchased this lot knowing there was going to be a commercial bakery in our backyard . Our other concerns are the nuisances of early hours of operations, baking, noise, deliveries, odors and limited space. If this business doesn't succeed what will be next? Again, we are opposed to these changes and hope that the zoning board will keep this a residential lot.

Thank you

Diane Conway  
Jeff & Shannon Warf  
609-231-3274

For 116 Cardinal Drive

## Hurricane Damage?

You may qualify for a property tax rebate.

[Apply \(/HurricaneDamage.aspx\)](#)

## Christmas Holiday

Closed Monday &amp; Tuesday, Dec. 24 &amp; 25, 2018.

[Calendar \(/ContactUs.aspx?t=hours\)](#)

## At Your Service

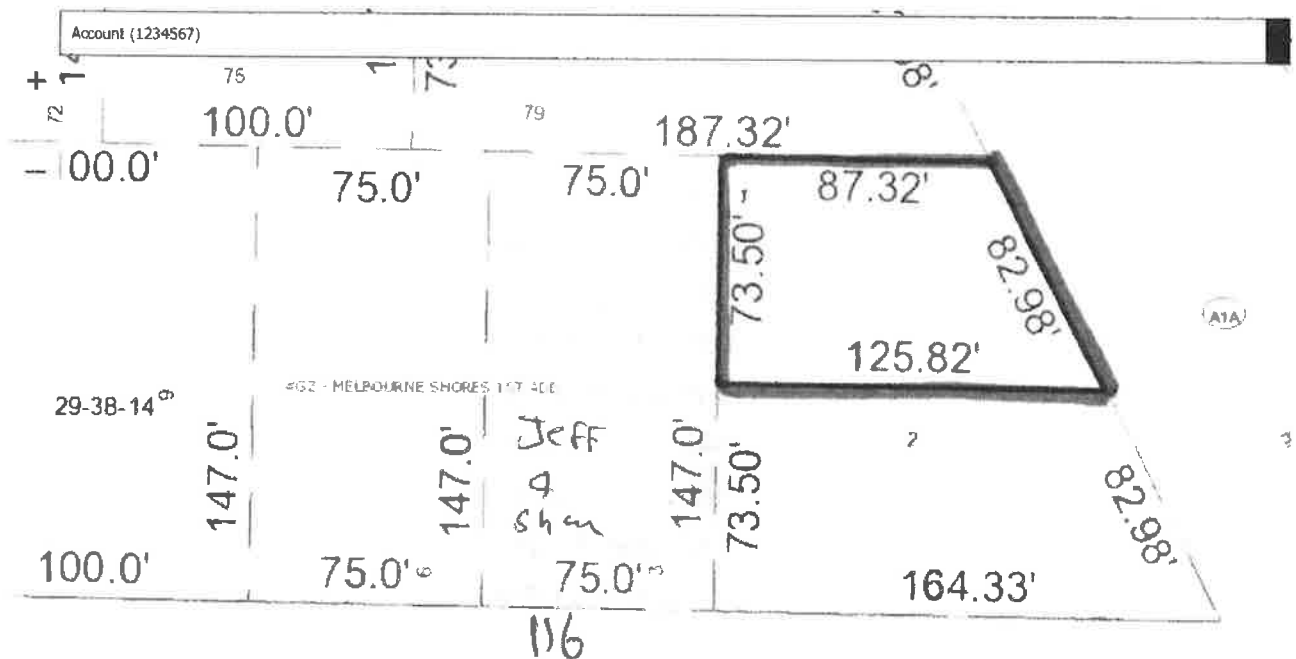
Questions? We're happy to help.

[Contact Us](#)

Property Search

Brevard County Property Appraiser

Dana Blickley, CFA

Map Subject Property {} [\(?\)](#) [Open Map in New Window \(\)](#)[MapView \(\)](#)[EagleView \(\)](#)[StreetView \(\)](#)

Account: 2954056 Parcel ID: 29-38-14-GZ-8-1

Sale: 6/24/2016 \$100,000 - Vacant

BCPAO Market Value: \$100,000

Owners: Andrade De La Torre, Nestle Larracas; Andrade De La Torre, Tony

Address: 5970 Highway A1A Melbourne Beach FL 32951

[INSTRUCTIONS \(/Docs/misc/Instructions\\_MapSearch.pdf\)](#)

→ Lot owned by Tony & Nestle De La Torre that is requesting a Zone Change.



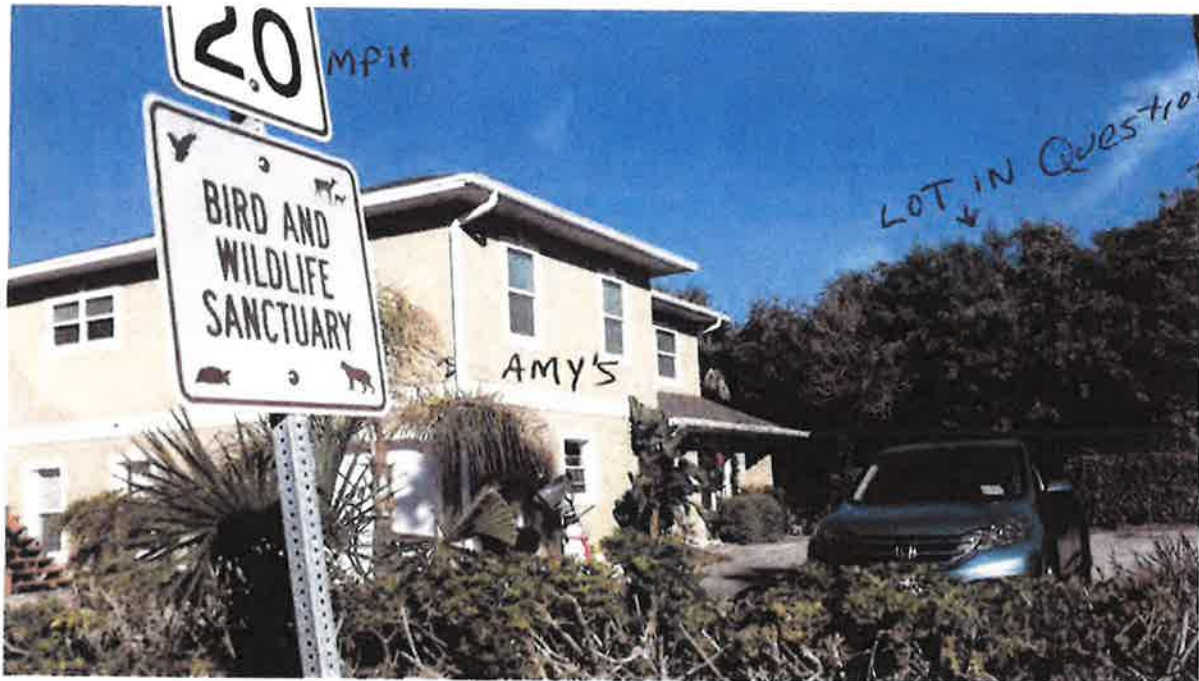
→ Adjacent lot owned by Diane Conway, Jeff and Shannon Warf

(No Subject)

From: jane muller (jjmuller34bike@att.net)

To: jjmuller34bike@att.net

Date: Tuesday, December 18, 2018 06:02 PM EST



[Sent from Yahoo Mail on Android](#)

SAME - SAME CORNER OF AIA & CARDINAL  
CORNER OF FLAMINGO & AIA

(No Subject)

From: jane muller (jjmuller34bike@att.net)

To: jjmuller34bike@att.net

Date: Tuesday, December 18, 2018 05:53 PM EST

~~EAS~~ SOUTH SIDE OF  
PELICAN



Sent from Yahoo Mail on Android

(No Subject)

From: jane muller (jjmuller34bike@att.net)

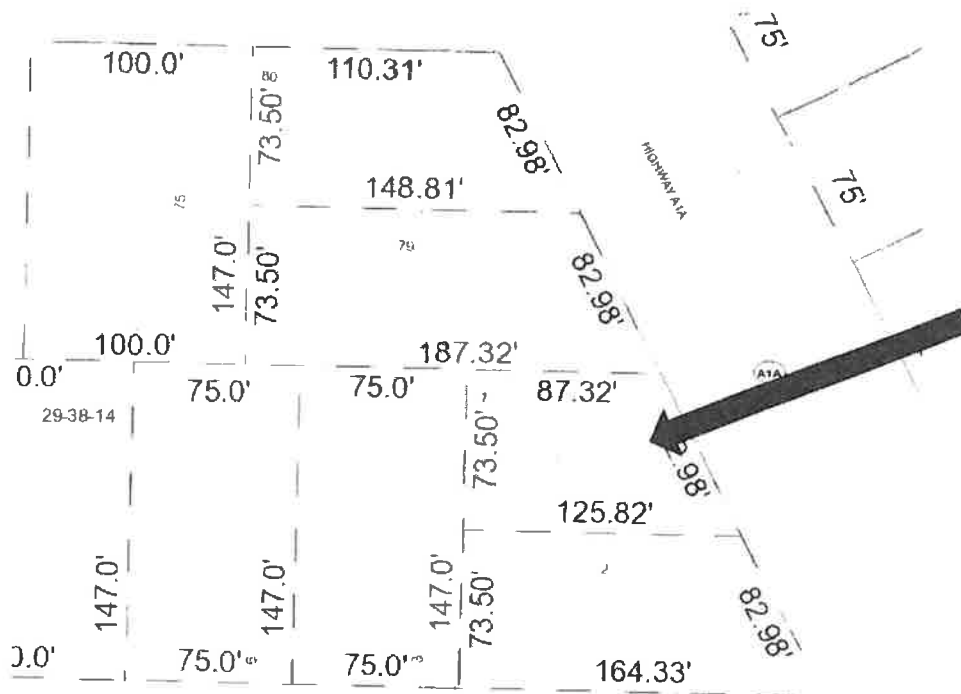
To: jjmuller34bike@att.net

Date: Tuesday, December 18, 2018 05:52 PM EST



[Sent from Yahoo Mail on Android](#)

5960 Hwy A1A  
32951

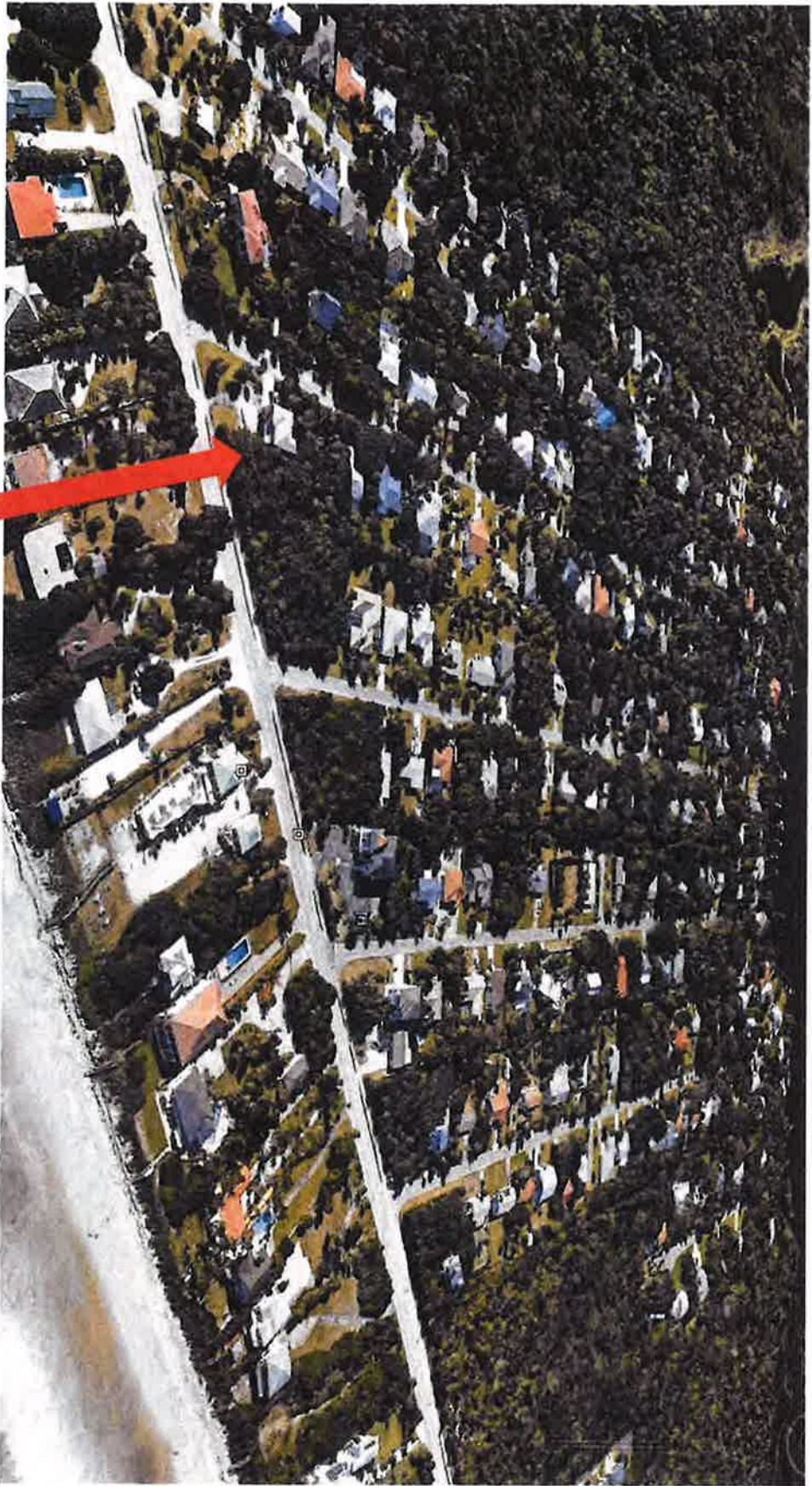


BU-1-A requires a minimum lot size of not less than 7,500 square feet is required, having a width and depth of not less than 75 feet.

Front 50 ft  
Back 25 ft  
North 15ft  
South 5ft



*Melbourne Road*



*Middle Course Beach  
Foundation*

Area is primarily residential neighborhood



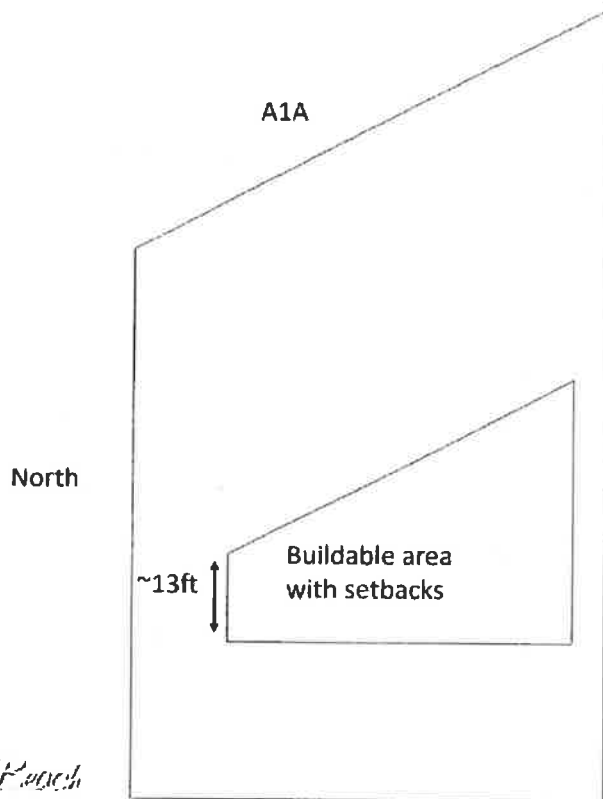
5970 Seeking variance



Current BU-1-A Zoned lot for sale nearby



*Melbourne Beach*  
FLORIDA



Is the property suitable  
for intended use?

Property is 7832 sf = .179 acre

**(1 acre = 43,560 sf)**

Setback Requirements

Front 50 ft

Back 25 ft

North 15ft

South 5ft



*Melbourne Beach*



### **Authorized Sewage Flow**

= Net usable area (acres) x Maximum Daily  
Sewage Flow

For lots served by private well: maximum daily  
sewage flow is 1500 gpd/per acre

$$(.37 \text{ acres}) \times (1500 \text{ gpd per acre}) =$$
$$555 \text{ gpd}$$

$$(.179 \text{ acres}) \times 1500 \text{ gpd per acre} = 268.5 \text{ gpd}$$

40



*Melbourne Beach*  
FLORIDA



STATE OF FLORIDA DEPARTMENT OF HEALTH  
CHAPTER 64E-6, FLORIDA ADMINISTRATIVE CODE  
STANDARDS FOR ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS  
EFFECTIVE JULY 31, 2018

ESTIMATED SEWAGE FLOWS - Water usage

RESIDENTIAL:

Residences

(a) Single or multiple family per dwelling Unit	gpd
1 Bedroom with 750 sq. ft. or less of building area.....	100
2 Bedrooms with 751-1200 sq. ft. of building area.....	200
3 Bedrooms with 1201-2250 sq. ft. of building area.....	300
4 Bedrooms with 2251-3300 sq. ft. of building area.....	400
For each additional bedroom or each additional 750 square feet of building area or fraction thereof in a dwelling unit, system sizing shall be increased by 60 gallons per dwelling unit.	
(b) Other per occupant.....	50

$$(.179 \text{ acres}) \times 1500 \text{ gpd per acre} = 268.5 \text{ gpd}$$



Walter J. Beach



### ESTIMATED SEWAGE FLOWS - Water usage for 800 sf Bakery

Type of Establishment	GPD	800sf
Food operations		
1. Per 100 square feet of floor space	50	400
2. Add per employee per 8 hour shift	15	15
(i) Food Outlets excluding deli's, bakery, or meat department per 100 square feet of floor space	N/A	
2. Add for bakery per 100 square feet of bakery floor space	40	320
Total GPD		735

$$(.179 \text{ acres}) \times 1500 \text{ gpd per acre} = 268.5 \text{ gpd}$$



Melbourne Beach

Administrative offices.	Automobile repairs,	Billiard rooms and electronic game	Convenience stores, with or without gasoline sales	Medical buildings and clinics, and dental clinics.
Antique shops.	Automobile sales and storage,	arcades (soundproofed).	Child or adult day care centers.	Motorcycle sales and service
Aquariums.	Automobile tires and mufflers	Bookstores.	Dog and pet hospitals	Nursing homes
Art goods and bric-a-brac shops.	Automobile washing.	Bowling alleys	Drug and sundry stores.	Parking lots (commercial).
Artists' studios.	Bait and tackle shop.	Cafeterias.	Electrical appliance and lighting fixtures.	Pawnshops.
Auditoriums.	Banks and financial institutions	Ceramics and pottery;	Foster homes.	Television and broadcasting stations,
Automobile hire.	Bed and breakfast inn.	Coin laundromats.	Funeral homes and mortuaries.	Souvenir stores.
Automobile parts	Bicycle sales and service	Commercial schools including martial arts.	Group homes, levels	Soft drink stands.

- This variance request for rezoning constitutes spot zoning
- which is not in accordance with comprehensive or well considered neighborhood plan.
- This is essentially singling out one small parcel of land for a use classification totally different from the surrounding area for the benefit of a single property owner to detriment of other owners.
- It is highly unlikely that the property is suitable for the intended use based on onsite water and sewage requirements
- If it is zoned BU-1-A and a bakery is not feasible – who knows what business will be established there – a used car lot?



*Melbourne Beach*

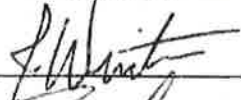
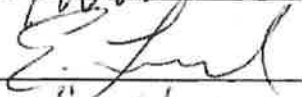
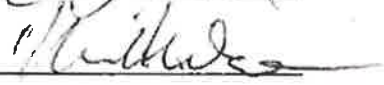



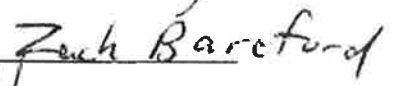



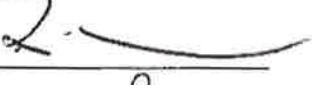
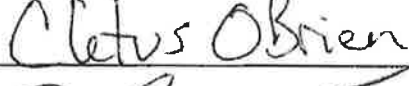

This petition is to oppose the owners of the empty lot at 5970 Hwy A1A from getting a variance in order to change the zoning from Residential (RR-1) to BU-1-A in order to build a commercial business. We are trying to keep our quiet, peaceful Melbourne Shores neighborhood free of commercial businesses that will increase traffic, noise, pollution & crime in addition to lowering property values & changing the character of our residential community.

Please sign your name & address to keep Melbourne Shores zoned residential.

\*\*\*\*\*

Brian and Theresa Hennessey - 5960 Hwy A1A

\*\*\*\*\*

NAME	ADDRESS	SIGNATURE
JAMES WINTER	124 PELICAN DR.	
ERIC LOWE	255 IBIS DR	
Michael C Watson	128 Pelican Dr	
RICHARD W. WILKINS	129 PELICAN DR	
Chris Ward	220 Pelican Dr	
Jack Klegeman	133 Pelican DR.	
Zach Barford	215 Pelican Drive	
Dan Aerns	210 Pelican Dr.	
Dolores Martino	117 Pelican Dr.	
Lynn BlumbeK	115 Pelican Dr.	
RAUL WEBER	121 PELICAN DR	
Clotus O'Brien	120 Pelican	
Randy Arms	114 Pelican	

Name

Address

Signature

Michael Szymanski 108 Pelican Dr. [Signature]  
Matthew C Dinglson 106 Pelican Dr. [Signature]  
Paul G Davis 104 Pelican Dr. [Signature]  
Wendy Key 99 Pelican Dr. Mel Bern Wendy Key  
Tom [Signature] Thomas Elinski 111 Pelican Dr.  
Dorotte Brackhouse 113 Pelican Dr. [Signature]  
Clive Booker 113 Pelican Drive [Signature]

THANKS

Submitted 12/19

John & Jane Muller  
JSMULLER34BIKE@ATT.NET

This Petition is to oppose the owners of empty lot at 5970 Hwy A1A from getting a variance in order to change the zoning from Residential (RR-1) to BU-1-A in order to build a commercial business. We are trying to keep our quiet, peaceful Melbourne Shores neighborhood free of commercial businesses that will increase traffic, noise, pollution & crime in addition to lowering property values & changing the character of our residential community. Please sign your name & address to keep Melbourne Shores zoned residential.

Cheryl Hernandez hrnandii@bellsouth.net

\*\*\*\*\*

scapemay@aol.com - Dolores Conway / Mike Sego  
173 Cardinal

Brian & Theresa Hennessey - 5960 Hwy A1A -  
~~Brian & Theresa Hennessey~~ - 5960 Hwy A1A

JOHN MULLER - 118 CARDINAL Dr. MEL. SHORES ~~John Muller~~

JANE MULLER - 118 CARDINAL Dr. MEL. SHORES ~~Jane Muller~~

Charles Magal ~~1118~~ ~~1118~~ 9010 SAIA Melbourne ~~Charles Magal~~

Helen Stent - 9010 SAIA Melbourne Beach 32957


Cheryl Hernandez 122 Pelican Dr, Melbourne Shores, Cheryl Hernandez

Joanne Pralle 1165 Flamingo Dr Melbourne Beach, Joanne Pralle

DONALD J. MOORE 105 FLAMINGO DR MELBOURNE 32957

Bob Balesant + John Butler 241 Ibis Dr Melbourne 32957

Nancy Blair 1160 FLAMINGO Dr. MEL. Bch 32957

  
Curt Brown 295 Flamingo Dr.

Linda + Clem Notbrug 134 Flamingo Dr. Mc/Bet

Jae Holbert 305 Pelican Dr. Mc/Bet - Sea/Volley

Jim Trottig 113 Cardinal Dr.

Dave Wallin 5995 Oceanside Dr.

Pearl Gray 5945 Oceanside Dr. pg/

Vlad Zakashansky, 117 Cardinal Dr. Vlad Zakashansky

Elena Zakashansky, 117 Cardinal Dr. Elena Zakashansky

Ed Armitage 288 Flamingo Dr. Ed Armitage

Mary Kellogg 230 Ibis Dr. Mary S. Kellogg

Gloria McElulough

Sybil Bowman Riverside

Carmen Morten

Joan Vaughan 265 Pelican Dr

Mike Vaughan 321-405-7581 265 Pelican Dr

Shawn Kavanagh 202 253-4263 245 Pelican Dr

Dave + Debra Rice 125 Flamingo Dr

Cynthia Glusk 321-446-2006 111 Pelican Dr

Kathleen Conneys Freel 195 Ibis Drive

W. Sall

195 Ibis Drive Steven P Freel

Sandy + Bob Johnson 12th Avenue Dr.

Mitchell A Roff 6035 Hwy 171A, 32951 321 806 8940

Deborah Fritz 5950 Oceanside Dr

Richard Fritz 5950 Oceanside Dr.

Clarke Bowman Club R 6025 Riverside Dr. Melb. Shores

Aaron Adams + Maria Cochran 190 Ibis Drive

Alan Allen

This Petition is to oppose the owners of empty lot at 5970 Hwy A1A from getting a variance in order to change the zoning from Residential (RR-1) to BU-1-A in order to build a commercial business. We are trying to keep our quiet, peaceful Melbourne Shores neighborhood free of commercial businesses that will increase traffic, noise, pollution & crime in addition to lowering property values & changing the character of our residential community. Please sign your name & address to keep Melbourne Shores zoned residential.

\*\*\*\*\*  
\*\*\*\*\*

Brian & Theresa Hennessey - 5960 Hwy A1A -

~~Dan Gornasky - 320 Heron Dr. M.S.~~

~~[Signature]~~ 320 Heron Dr Mel. Shores.

Maura Bion 295 Flamingo Dr Mel Shores

Mike & Helen Pang 290 PELICAN DR. MEL. SHORES

Nancy Bates 310 Heron Dr, MELB Shores

Susan Thompson 226 Flamingo Dr, Melb. Shores

Kenneth Thompson 220 Flamingo Dr. Melb Shores

Sam Pele 310 Heron Dr. Melb Shores

Joan & Robert 26<sup>th</sup> & Heron

Michael Vaughan	265 Pelican
James Kalambrak	120 Cardinal Dr.
Natalie D Bursnell	119 Cardinal Dr
Amile S.	113 Cardinal Dr.
Dolores Conway	123 Cardinal Drive
Kathleen Conway	123 Cardinal Dr
Jeff Way	116 Cardinal Drive
Shannon Way	116 Cardinal Drive
Joanne Etey Hopper	127 Cardinal Drive
Conway Waller	138 Cardinals
Agci Womke	138 Cardinal Ln
Christophe Helt	245 FLAMINGO
Gina Helt	245 Flamingo Dr.
Pat Helt	275 FLAMINGO DR.
Judith Heanurao	305 HERON DRIVE
Charles Heanurao	305 Heron Drive
John	124 CARDINAL DRIVE
John	124 Cardinal Drive
Bill Suworoff	5985 AIA
Marlo DeMoss	136 Cardinal Dr.
Thomas DeMoss	136 Cardinal Dr.
Janette Smith	160 ARDINAL DR.
Mark Smith	168 Cardinal Dr.
Ronald Smith	112 Pelican Dr
Eric Brown	270 Heron Dr
Rose Brown	270 Heron Dr.
J. Naul	5959 Hwy AIA
Michael Vaughan	265 Pelican DR

**From:** [Alan Gaarder](#)  
**To:** [Jones, Jennifer](#)  
**Subject:** Re: 18PZ00130 Staff Comments  
**Date:** Monday, January 7, 2019 9:02:53 AM

---

ID# 18PZ00130 700 Saint Lawrence Lane/Simms property

1/7/2019

Dear Planning and Zoning Board/ Board of County Commissioners. I respectfully request that a binding development plan and a concept plan for single-family product as proposed is required as part of the approval process. Thank-you for your consideration of this matter.

Alan Gaarder  
482 Ormond Av  
Merritt Island FL

(954) 746-7645

On Monday, January 7, 2019, 8:35:57 AM EST, Jones, Jennifer <jennifer.jones@brevardfl.gov> wrote:

"Under Florida Law, email addresses are Public Records. If you do not want your e-mail address released in response to public record requests, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

Northwest County

18PZ00133

De La Torre

Submitted 01/07/19)

1. Azar Realty
2. Premier Properties
3. David Azar Attorney at Law

**Amy's Beachside Salon**  
**5980 S HWY A1a**

**Mission Impossible Management**  
**5980 S HWY A1a**

1. DeAngelo's by the Sea Italian Grill
2. Surfcastler Motel

**Vacant Lot BU-1-A. MLS: 730602**

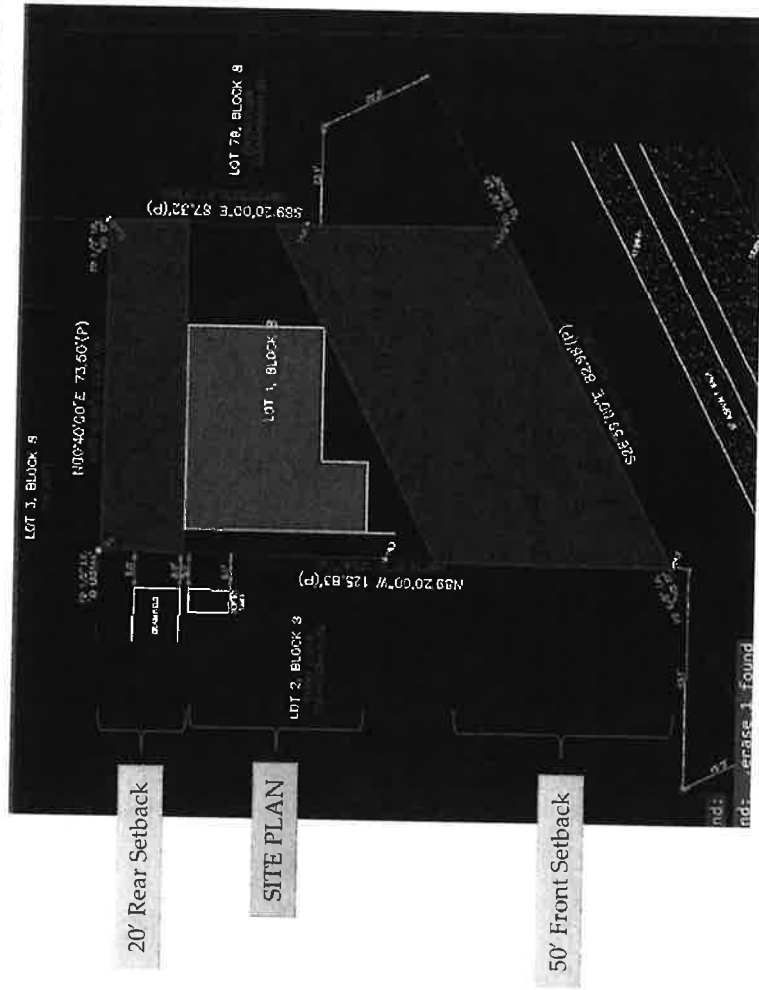
## Commercial Zoned

250 Heron Dr

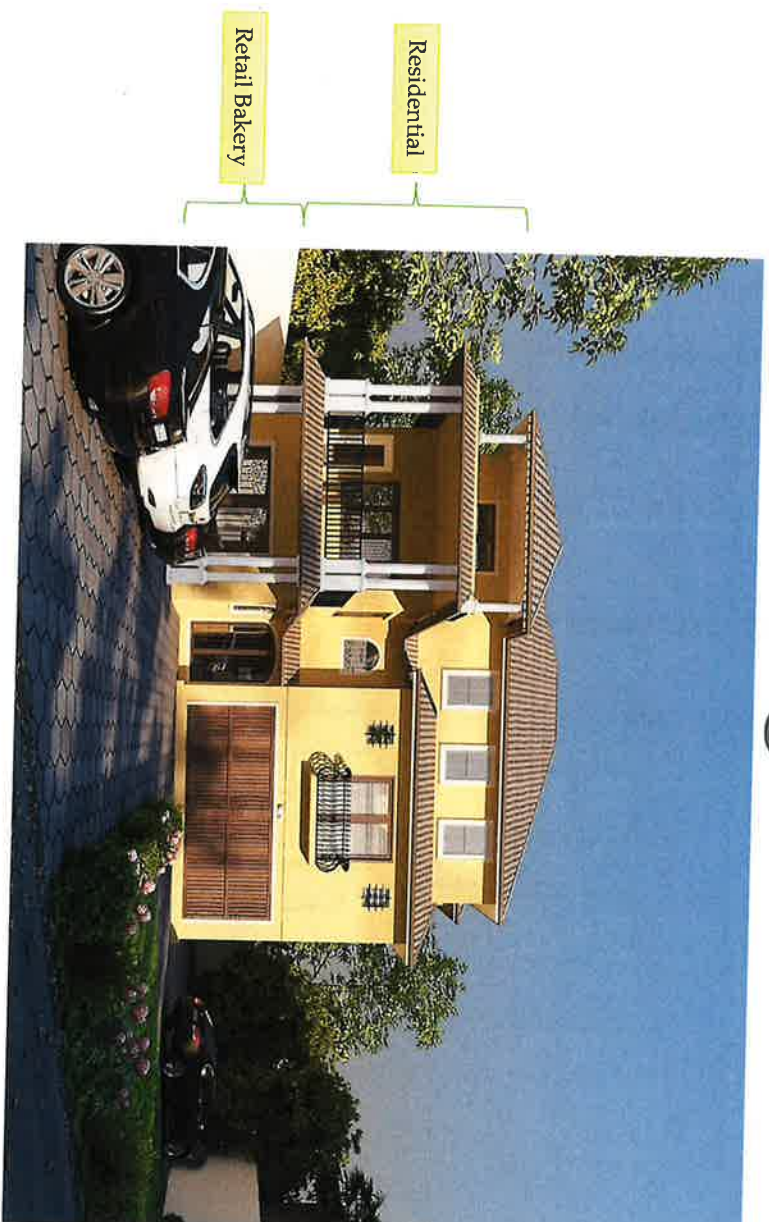
5970 Hwy A1A

# SITE PLAN

(with rear and front setbacks)



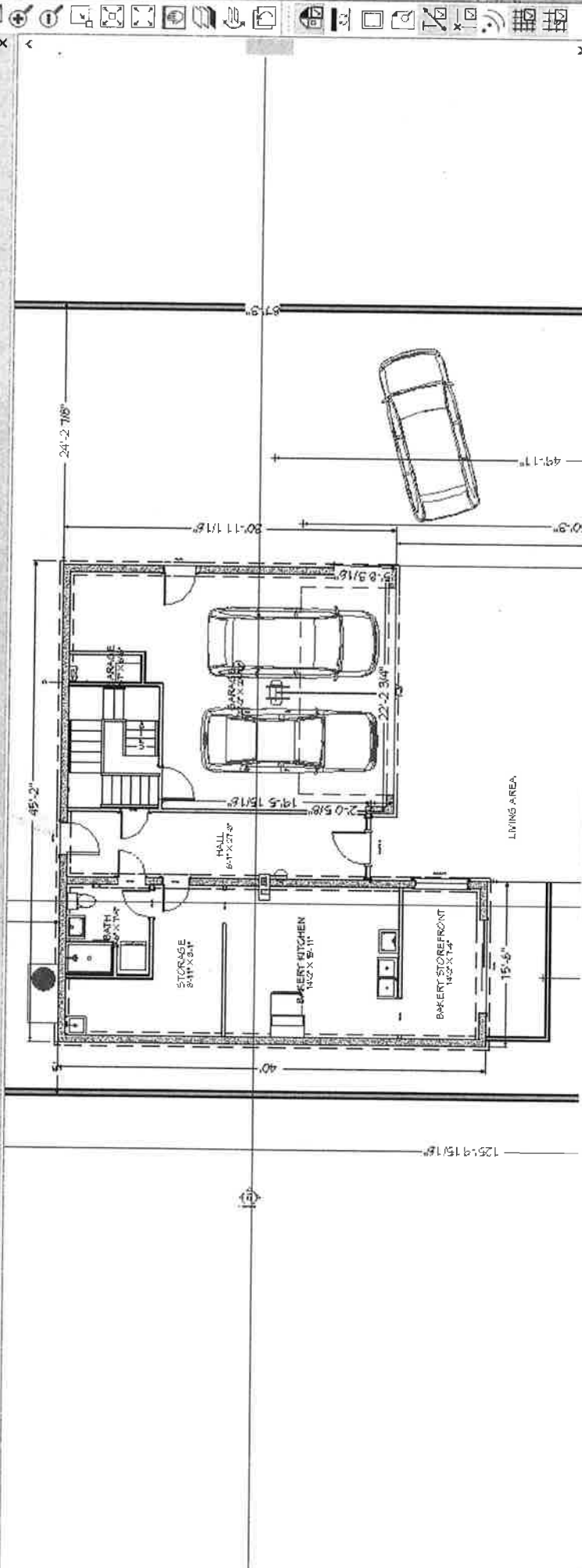
# 3D Rendering of Floor Plan





survey: Floor Plan X

survey: Floor Plan



2 5/8" 270.0"

Floor: 1

Object layer: Cameras

X: 212.9/16", Y: 1040.3/8", Z: 0"

1300 x 487

Type here to search



# Legend

West Melbourne  
Future Land Use Map  
18PZ00120  
Sylvia Properties



City Limits  
CRA Overlay  
Palm Bay Road Overlay  
Town Center Overlay

COM Commercial  
CON-REC Conservation-Recreation  
IB Integrated Business  
IND Industrial  
INST Institutional

LD-RES Low-Density Residential  
MD-RES Medium-Density Residential  
UD-RES Urban-Density Residential  
MH-RES Manufactured Home Residential  
PI Parkway Interchange

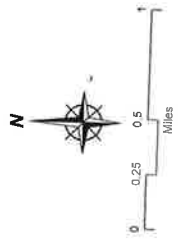
County FLU Designations Still Apply As Noted

CC Community Commercial  
NC Neighborhood Commercial

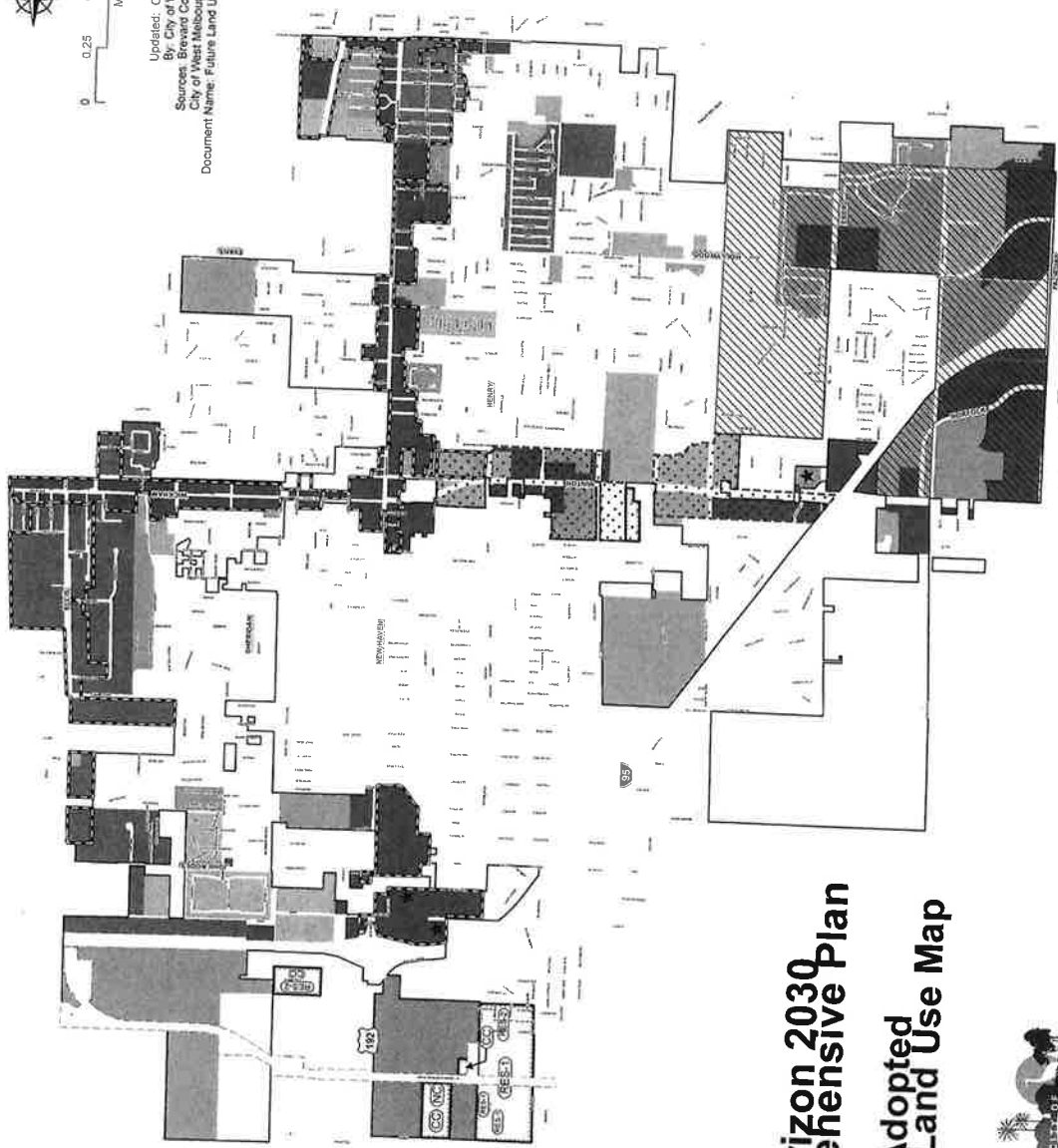
RES-1 Residential 1 (1 DUPA)  
RES-2 Residential 2 (2 DUPA)  
RES-4 Residential 4 (4 DUPA)

Brevard County Future Land Uses

Designations not shown on map  
GU General Use  
NAC Neighborhood Activity Center  
UMU Urban Mixed Use



Updated: October 18, 2018  
By: City of West Melbourne  
Source: Brevard County Property Appraiser,  
City of West Melbourne Planning Department  
Document Name: Future Land Use Adopted\_with Amendments.mxd



## Horizon 2030 Adopted Future Land Use Map



DISCLAIMER:  
This map is not a survey and should not be used  
as a survey. Road right-of-ways are approximate.

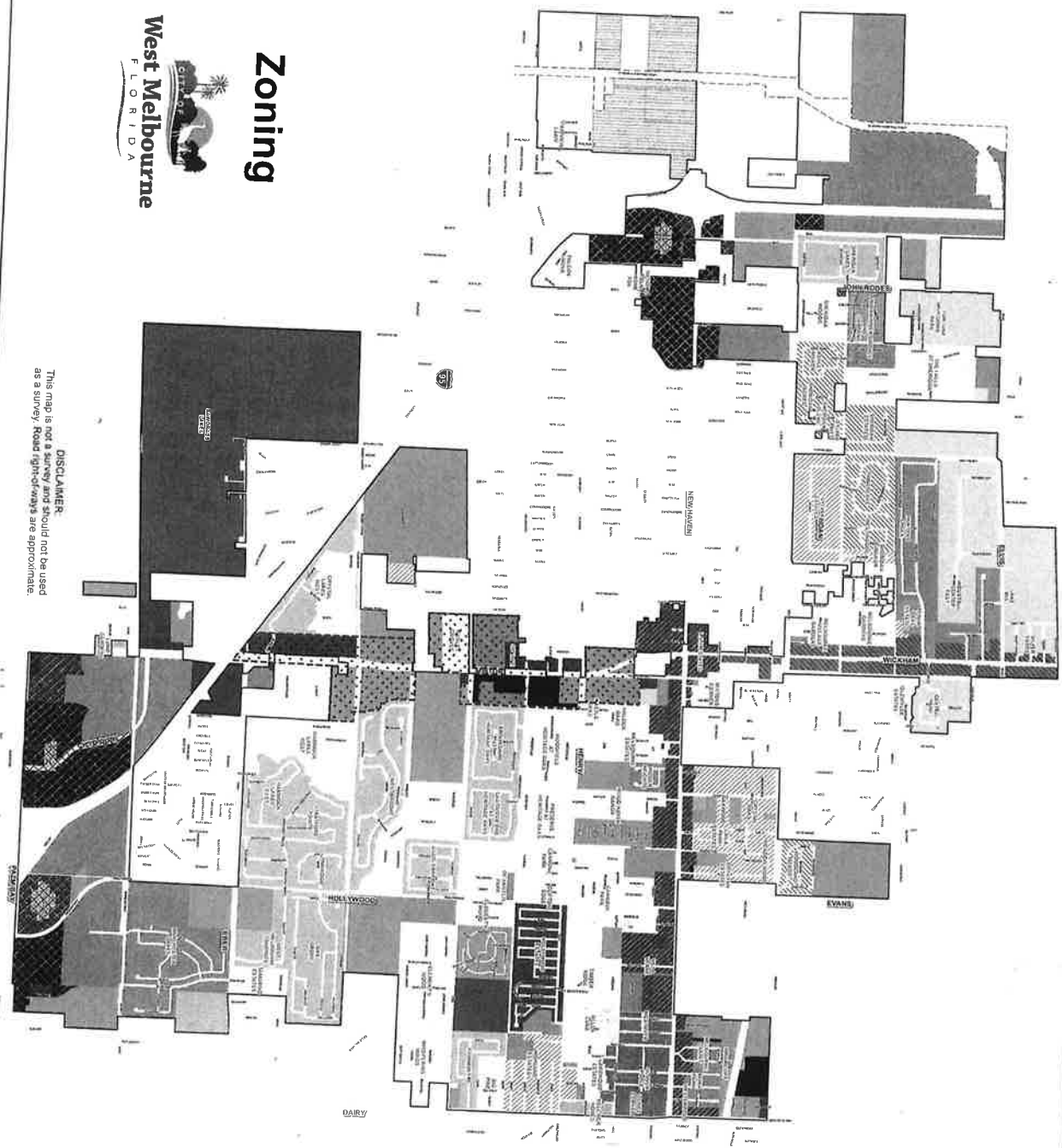
★ These properties have additional density and intensity restrictions.  
Please refer to the Future Land Use Element of the Comprehensive Plan.

### Horizon 2030 Comprehensive Plan Amendments

Amendment No.	Ordinance No.	Effective Date
SSA 2012-01	2012-22	2015-01
SSA 2012-02	2012-29	2015-01
SSA 2012-03	2012-29	2015-01
SSA 2012-04	2012-29	2015-01
SSA 2012-05	2012-29	2015-01
SSA 2012-06	2012-29	2015-01
SSA 2012-07	2012-29	2015-01
SSA 2012-08	2012-29	2015-01
SSA 2012-09	2012-29	2015-01
SSA 2012-10	2012-29	2015-01
SSA 2012-11	2012-29	2015-01
SSA 2012-12	2012-29	2015-01
SSA 2012-13	2012-29	2015-01
SSA 2012-14	2012-29	2015-01
SSA 2012-15	2012-29	2015-01
SSA 2012-16	2012-29	2015-01
SSA 2012-17	2012-29	2015-01
SSA 2012-18	2012-29	2015-01
SSA 2012-19	2012-29	2015-01
SSA 2012-20	2012-29	2015-01
SSA 2012-21	2012-29	2015-01
SSA 2012-22	2012-29	2015-01
SSA 2012-23	2012-29	2015-01
SSA 2012-24	2012-29	2015-01
SSA 2012-25	2012-29	2015-01
SSA 2012-26	2012-29	2015-01
SSA 2012-27	2012-29	2015-01
SSA 2012-28	2012-29	2015-01
SSA 2012-29	2012-29	2015-01
SSA 2012-30	2012-29	2015-01
SSA 2012-31	2012-29	2015-01
SSA 2012-32	2012-29	2015-01
SSA 2012-33	2012-29	2015-01
SSA 2012-34	2012-29	2015-01
SSA 2012-35	2012-29	2015-01
SSA 2012-36	2012-29	2015-01
SSA 2012-37	2012-29	2015-01
SSA 2012-38	2012-29	2015-01
SSA 2012-39	2012-29	2015-01
SSA 2012-40	2012-29	2015-01
SSA 2012-41	2012-29	2015-01
SSA 2012-42	2012-29	2015-01
SSA 2012-43	2012-29	2015-01
SSA 2012-44	2012-29	2015-01
SSA 2012-45	2012-29	2015-01
SSA 2012-46	2012-29	2015-01
SSA 2012-47	2012-29	2015-01
SSA 2012-48	2012-29	2015-01
SSA 2012-49	2012-29	2015-01
SSA 2012-50	2012-29	2015-01
SSA 2012-51	2012-29	2015-01
SSA 2012-52	2012-29	2015-01



# Zoning



## Legend

West Melbourne  
Zoning Map  
18PZ00120  
Sylvia Properties

- West Melbourne City Limits
- Interchange Commercial Overlay
- Town Center Overlay
- Zoning Districts**

- R-A Residential Agricultural
- R-1AAA Single-Family Residential
- R-1AA Single-Family Residential
- R-1A Single-Family Residential
- R-1B Single-Family Residential
- R-2 One-, Two- and Multi-Family Dwelling
- RLS Residential Large Scale
- R-3 Multiple-Family Dwelling
- TR-1 Planned Development for Mobile Home Parks
- TRC-1 Single-Family Mobile Home Cooperative
- C-P Commercial Parkway
- C-1A Professional Offices and Services
- C-1 Low Density Commercial
- C-2 General Commercial
- C-W Commercial Wickham
- C-NH Commercial New Haven
- M-1 Light Industrial and Warehousing
- M-2 General Industrial
- P-1 Institutional
- IB Integrated Business
- GTWY-1 Gateway Interchange District



**DISCLAIMER:**  
This map is not a survey and should not be used as a survey. Road right-of-ways are approximate.

Updated: 11/08/2018  
By: City of West Melbourne  
Document Name: Zoning.mxd  
Source:  
Brevard County Property Appraiser  
City of West Melbourne Planning Department