



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Public Hearing

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G.19.

7/13/2023

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### Subject:

Mina St, LLC (W. Nathan Meloon) requests a change of zoning classification from RU-1-13 to RU-2-10. The property is 0.21 acres, located on the north side of South Court, approx. 600 ft. west of N. Highway A1A (23Z00026) (Tax Account 2716147) (District 5)

### Fiscal Impact:

None

### Dept/Office:

Planning and Development

### Requested Action:

It is requested that the Board of County Commissioners conduct a public hearing to consider a change of zoning classification from RU-1-13 (Single-Family Residential) to RU-2-10 (Medium Density Multi-Family Residential).

### Summary Explanation and Background:

The applicant is requesting to change the zoning classification from RU-1-13 to RU-2-10 on a 0.21 acre lot to legitimize the Resort Dwelling use on the property. The subject parcel is currently developed as a residential duplex, converted from a single-family residence built in 1963. The proposed RU-2-10 classification allows for multi-family residential development or single-family residences at a density of up to 10 units per acre on minimum lot sizes of 7,500 square feet.

The developed character of the surrounding area is residential, with a mix of single-family residential on one-quarter acre lots or smaller. Immediately west of the subject property is a parcel developed as a religious institution within the City of Melbourne. The closest RU-2-10 zoning is located approximately 340 feet east of the subject property and serves as a transition area from beachside RU-2-15 zoning. There are five (5) single-family residences on the north side of South Court between the subject property and the RU-2-10 primarily developed as multi-family condominiums. The proposed multi-family zoning classification would allow for resort dwellings.

**Note to Board:** There is an active code enforcement case (23CE-00245) associated with this property for the operation of a Resort Dwelling use.

The Board may wish to consider whether the expansion of RU-2-10 multi-family zoning, which introduces Resort Dwelling into single-family residential, is consistent and compatible with the surrounding area.

On June 12, 2023, the Planning and Zoning Board heard the request and voted 9:2 to recommend approval

with a BDP limited to a minimum of 90-day rentals.

**Clerk to the Board Instructions:**

Once resolution is received, please execute and return a copy to Planning and Development.

**Resolution 23Z00026**

On motion by Commissioner Steele, seconded by Commissioner Goodson, the following resolution was adopted by a unanimous vote:

**WHEREAS**, **Mina St, LLC** requests a change of zoning classification from RU-1-13 (Single-Family Residential) to RU-2-10 (Medium Density Multi-Family Residential), on property described as Lot 20, Frank J. Krajic Subdivision, as recorded in ORB 9630, Pages 652 - 653, of the Public Records of Brevard County, Florida. **Section 13, Township 27, Range 37.** (0.21 acres) Located on the north side of South Court, approx. 600 ft. west of N. Highway A1A (29 & 31 South Court, Indialantic); and

**WHEREAS**, a public hearing of the Brevard County Planning and Zoning Board was advertised and held, as required by law, and after hearing all interested parties and considering the adjacent areas, the Brevard County Planning and Zoning Board recommended that the application be approved with a BDP (Binding Development Plan) limited to a minimum of 90-day rentals; and

**WHEREAS**, the Board, after considering said application and the Planning and Zoning Board's recommendation, and hearing all interested parties, and after due and proper consideration having been given to the matter, finds that the application should be denied; now therefore,

**BE IT RESOLVED** by the Board of County Commissioners of Brevard County, Florida, that the requested change of zoning classification from RU-1-13 to RU-2-10 be denied. The Planning and Development Director, or designee, is hereby directed to make a notation on the official zoning maps of Brevard County, Florida, indicating this action.

**BE IT FURTHER RESOLVED** that this resolution shall become effective as of July 13, 2023.

BOARD OF COUNTY COMMISSIONERS  
Brevard County, Florida



Rita Pritchett, Chair

Brevard County Commission

As approved by the Board on July 13, 2023.

ATTEST:



  
RACHEL SADOFF, CLERK

(SEAL)

P&Z Board Hearing – June 12, 2023

Please note: A CUP (Conditional Use Permit) will generally expire on the three-year anniversary of its approval if the use is not established prior to that date. CUPs for Towers and Antennas shall expire if a site plan for the tower is not submitted within one year of approval or if construction does not commence within two years of approval. A Planned Unit Development Preliminary Development Plan expires if a final development plan is not filed within three years. **The granting of this zoning does not guarantee physical development of the property. At the time of development, said development must be in accordance with the criteria of the Brevard County Comprehensive Plan and other applicable laws and ordinances.**

## **ADMINISTRATIVE POLICIES OF THE FUTURE LAND USE ELEMENT**

Administrative Policies in the Future Land Use Element establish the expertise of staff with regard to zoning land use issues and set forth criteria when considering a rezoning action or request for Conditional Use Permit, as follows:

### **Administrative Policy 1**

The Brevard County zoning official, planners and the Director of the Planning and Development, however designated, are recognized as expert witnesses for the purposes of Comprehensive Plan amendments as well as zoning, conditional use, special exception, and variance applications.

### **Administrative Policy 2**

Upon Board request, members of the Brevard County planning and zoning staff shall be required to present written analysis and a recommendation, which shall constitute an expert opinion, on all applications for zoning, conditional uses, comprehensive plan amendments, vested rights, or other applications for development approval that come before the Board of County Commissioners for quasi-judicial review and action. The Board may table an item if additional time is required to obtain the analysis requested or to hire an expert witness if the Board deems such action appropriate. Staff input may include the following:

#### **Criteria:**

- A. Staff shall analyze an application for consistency or compliance with comprehensive plan policies, zoning approval criteria and other applicable written standards.
- B. Staff shall conduct site visits of property which are the subject of analysis and recommendation. As part of the site visit, the staff shall take a videotape or photographs where helpful to the analysis and conduct an inventory of surrounding existing uses. Aerial photographs shall also be used where they would aid in an understanding of the issues of the case.
- C. In cases where staff analysis is required, both the applicant and the staff shall present proposed findings of fact for consideration by the Board.
- D. For development applications where a specific use has not been proposed, the worst case adverse impacts of potential uses available under the applicable land use classification shall be evaluated by the staff.

### **Administrative Policy 3**

Compatibility with existing or proposed land uses shall be a factor in determining where a rezoning or any application involving a specific proposed use is being considered. Compatibility shall be evaluated by considering the following factors, at a minimum:

#### **Criteria:**

- A. Whether the proposed use(s) would have hours of operation, lighting, odor, noise levels, traffic, or site activity that would significantly diminish the enjoyment of, safety or quality of life in existing neighborhoods within the area which could foreseeably be affected by the proposed use.

- B. Whether the proposed use(s) would cause a material reduction (five percent or more) in the value of existing abutting lands or approved development.
- C. Whether the proposed use(s) is/are consistent with an emerging or existing pattern of surrounding development as determined through analysis of:
  - 1. historical land use patterns;
  - 2. actual development over the immediately preceding three years; and
  - 3. development approved within the past three years but not yet constructed.
- D. Whether the proposed use(s) would result in a material violation of relevant policies in any elements of the Comprehensive Plan.

#### **Administrative Policy 4**

Character of a neighborhood or area shall be a factor for consideration whenever a rezoning or any application involving a specific proposed use is reviewed. The character of the area must not be materially or adversely affected by the proposed rezoning or land use application. In evaluating the character of an area, the following factors shall be considered:

##### **Criteria:**

- A. The proposed use must not materially and adversely impact an established residential neighborhood by introducing types of intensity of traffic (including but not limited to volume, time of day of traffic activity, type of vehicles, et cetera), parking, trip generation, commercial activity or industrial activity that is not already present within the identified boundaries of the neighborhood.
- B. In determining whether an established residential neighborhood exists, the following factors must be present:
  - 1. The area must have clearly established boundaries, such as roads, open spaces, rivers, lakes, lagoons, or similar features.
  - 2. Sporadic or occasional neighborhood commercial uses shall not preclude the existence of an existing residential neighborhood, particularly if the commercial use is non-conforming or pre-dates the surrounding residential use.
  - 3. An area shall be presumed not to be primarily residential but shall be deemed transitional where multiple commercial, industrial or other non-residential uses have been applied for and approved during the previous five (5) years.

#### **Administrative Policy 5**

In addition to the factors specified in Administrative Policies 2, 3, and 4, in reviewing a rezoning, conditional use permit or other application for development approval, the impact of the proposed use or uses on transportation facilities either serving the site or impacted by the

use(s) shall be considered. In evaluating whether substantial and adverse transportation impacts are likely to result if an application is approved, the staff shall consider the following:

**Criteria:**

- A. Whether adopted levels of services will be compromised;
- B. Whether the physical quality of the existing road system that will serve the proposed use(s) is sufficient to support the use(s) without significant deterioration;
- C. Whether the surrounding existing road system is of sufficient width and construction quality to serve the proposed use(s) without the need for substantial public improvements;
- D. Whether the surrounding existing road system is of such width and construction quality that the proposed use(s) would realistically pose a potential for material danger to public safety in the surrounding area;
- E. Whether the proposed use(s) would be likely to result in such a material and adverse change in traffic capacity of a road or roads in the surrounding area such that either design capacities would be significantly exceeded or a de facto change in functional classification would result;
- F. Whether the proposed use(s) would cause such material and adverse changes in the types of traffic that would be generated on the surrounding road system, that physical deterioration of the surrounding road system would be likely;
- G. Whether projected traffic impacts of the proposed use(s) would materially and adversely impact the safety or welfare of residents in existing residential neighborhoods.

**Administrative Policy 6**

The use(s) proposed under the rezoning, conditional use or other application for development approval must be consistent with, (a), all written land development policies set forth in these administrative policies; and (b), the future land use element, coastal management element, conservation element, potable water element, sanitary sewer element, solid waste management element, capital improvements element, recreation and open space element, surface water element, and transportation elements of the comprehensive plan.

**Administrative Policy 7**

Proposed use(s) shall not cause or substantially aggravate any, (a), substantial drainage problem on surrounding properties; or (b), significant, adverse and unmitigatable impact on significant natural wetlands, water bodies or habitat for listed species.

**Administrative Policy 8**

These policies, the staff analysis based upon these policies, and the applicant's written analysis, if any, shall be incorporated into the record of every quasi-judicial review application for development approval presented to the Board including rezoning, conditional use permits, and vested rights determinations.

Section 62-1151(c) of the Code of Ordinances of Brevard County directs, "The planning and zoning board shall recommend to the board of county commissioners the denial or approval of each application for amendment to the official zoning maps based upon a consideration of the following factors:

- (1) The character of the land use of the property surrounding the property being considered.
- (2) The change in conditions of the land use of the property being considered and the surrounding property since the establishment of the current applicable zoning classification, special use or conditional use.
- (3) The impact of the proposed zoning classification or conditional use on available and projected traffic patterns, water and sewer systems, other public facilities and utilities and the established character of the surrounding property.
- (4) The compatibility of the proposed zoning classification or conditional use with existing land use plans for the affected area.
- (5) The appropriateness of the proposed zoning classification or conditional use based upon a consideration of the applicable provisions and conditions contained in this article and other applicable laws, ordinances and regulations relating to zoning and land use regulations and based upon a consideration of the public health, safety and welfare.

The minutes of the planning and zoning board shall specify the reasons for the recommendation of approval or denial of each application."

#### **CONDITIONAL USE PERMITS (CUPs)**

In addition to the specific requirements for each Conditional Use Permit (CUP), Section 62-1901 provides that the following approval procedure and general standards of review are to be applied to all CUP requests, as applicable.

- (b) Approval procedure. An application for a specific conditional use within the applicable zoning classification shall be submitted and considered in the same manner and according to the same procedure as an amendment to the official zoning map as specified in Section 62-1151. The approval of a conditional use shall authorize an additional use for the affected parcel of real property in addition to those permitted in the applicable zoning classification. The initial burden is on the applicant to demonstrate that all applicable standards and criteria are met. Applications which do not satisfy this burden cannot be approved. If the applicant meets its initial burden, then the Board has the burden to show, by substantial and competent evidence, that the applicant has failed to meet such standards and the request is adverse to the public interest. As part of the approval of the conditional use permit, the Board may prescribe appropriate and reasonable conditions and safeguards to reduce the impact of the proposed use on adjacent and nearby properties or the neighborhood. A nearby property, for the purpose of this section, is defined as any property which, because of the character of the proposed use, lies within the area which may be substantially and adversely impacted by such use. In stating grounds in

support of an application for a conditional use permit, it is necessary to show how the request fulfills both the general and specific standards for review. The applicant must show the effect the granting of the conditional use permit will have on adjacent and nearby properties, including, but not limited to traffic and pedestrian flow and safety, curb-cuts, off-street loading and parking, off-street pickup of passengers, odors, glare and noise, particulates, smoke, fumes, and other emissions, refuse and service areas, drainage, screening and buffering for protection of adjacent and nearby properties, and open space and economic impact on nearby properties. The applicant, at his discretion, may choose to present expert testimony where necessary to show the effect of granting the conditional use permit.

(c) General Standards of Review.

- (1) The planning and zoning board and the board of county commissioners shall base the denial or approval of each application for a conditional use based upon a consideration of the factors specified in Section 62-1151(c) plus a determination whether an application meets the intent of this section.
  - a. The proposed conditional use will not result in a substantial and adverse impact on adjacent and nearby properties due to: (1), the number of persons anticipated to be using, residing or working under the conditional use; (2), noise, odor, particulates, smoke, fumes and other emissions, or other nuisance activities generated by the conditional use; or (3), the increase of traffic within the vicinity caused by the proposed conditional use.
  - b. The proposed use will be compatible with the character of adjacent and nearby properties with regard to use, function, operation, hours of operation, type and amount of traffic generated, building size and setback, and parking availability.
  - c. The proposed use will not cause a substantial diminution in value of abutting residential property. A substantial diminution shall be irrebuttably presumed to have occurred if abutting property suffers a 15% reduction in value as a result of the proposed conditional use. A reduction of 10% of the value of abutting property shall create a rebuttable presumption that a substantial diminution has occurred. The Board of County Commissioners carries the burden to show, as evidenced by either testimony from or an appraisal conducted by an M A I certified appraiser, that a substantial diminution in value would occur. The applicant may rebut the findings with his own expert witnesses.
- (2) The following specific standards shall be considered, when applicable, in making a determination that the general standards specified in subsection (1) of this section are satisfied:



- a. Ingress and egress to the property and proposed structures thereon, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire and catastrophe, shall be: (1), adequate to serve the proposed use without burdening adjacent and nearby uses, and (2), built to applicable county standards, if any. Burdening adjacent and nearby uses means increasing existing traffic on the closest collector or arterial road by more than 20%, or 10% if the new traffic is primarily comprised of heavy vehicles, except where the affected road is at Level of Service A or B. New traffic generated by the proposed use shall not cause the adopted level of service for transportation on applicable roadways, as determined by applicable Brevard County standards, to be exceeded. Where the design of a public road to be used by the proposed use is physically inadequate to handle the numbers, types or weights of vehicles expected to be generated by the proposed use without damage to the road, the conditional use permit cannot be approved without a commitment to improve the road to a standard adequate to handle the proposed traffic, or to maintain the road through a maintenance bond or other means as required by the Board of County Commissioners.
- b. The noise, glare, odor, particulates, smoke, fumes or other emissions from the conditional use shall not substantially interfere with the use or enjoyment of the adjacent and nearby property.
- c. Noise levels for a conditional use are governed by Section 62-2271.
- d. The proposed conditional use shall not cause the adopted level of service for solid waste disposal applicable to the property or area covered by such level of service, to be exceeded.
- e. The proposed conditional use shall not cause the adopted level of service for potable water or wastewater applicable to the property or the area covered by such level of service, to be exceeded by the proposed use.
- f. The proposed conditional use must have existing or proposed screening or buffering, with reference to type, dimensions and character to eliminate or reduce substantial, adverse nuisance, sight, or noise impacts on adjacent and nearby properties containing less intensive uses.
- g. Proposed signs and exterior lighting shall not cause unreasonable glare or hazard to traffic safety, or interference with the use or enjoyment of adjacent and nearby properties.
- h. Hours of operation of the proposed use shall be consistent with the use and enjoyment of the properties in the surrounding residential community, if any. For commercial and industrial uses adjacent to or near residential uses, the hours of operation shall not adversely affect the use and enjoyment of the residential character of the area.
- i. The height of the proposed use shall be compatible with the character of the area, and the maximum height of any habitable structure shall be not more than 35 feet higher than the highest residence within 1,000 feet of the property line.

- j. Off-street parking and loading areas, where required, shall not be created or maintained in a manner which adversely impacts or impairs the use and enjoyment of adjacent and nearby properties. For existing structures, the applicant shall provide competent, substantial evidence to demonstrate that actual or anticipated parking shall not be greater than that which is approved as part of the site plan under applicable county standards.

#### **FACTORS TO CONSIDER FOR A REZONING REQUEST**

Section 62-1151(c) sets forth factors to consider in connection with a rezoning request, as follows:

"The planning and zoning board shall recommend to the board of county commissioners the denial or approval of each application for amendment to the official zoning maps based upon a consideration of the following factors:

- (1) The character of the land use of the property surrounding the property being considered.
- (2) The change in conditions of the land use of the property being considered and the surrounding property since the establishment of the current applicable zoning classification, special use or conditional use.
- (3) The impact of the proposed zoning classification or conditional use on available and projected traffic patterns, water and sewer systems, other public facilities and utilities and the established character of the surrounding property.
- (4) The compatibility of the proposed zoning classification or conditional use with existing land use plans for the affected area.
- (5) The appropriateness of the proposed zoning classification or conditional use based upon a consideration of the applicable provisions and conditions contained in this article and other applicable laws, ordinances and regulations relating to zoning and land use regulations and based upon a consideration of the public health, safety and welfare."

These staff comments contain references to zoning classifications found in the Brevard County Zoning Regulations, Chapter 62, Article VI, Code of Ordinances of Brevard County. These references include brief summaries of some of the characteristics of that zoning classification. Reference to each zoning classification shall be deemed to incorporate the full text of the section or sections defining and regulating that classification into the Zoning file and Public Record for that item.

These staff comments contain references to sections of the Code of Ordinances of Brevard County. Reference to each code section shall be deemed to incorporate this section into the Zoning file and Public Record for that item.

These staff comments contain references to Policies of the Brevard County Comprehensive Plan. Reference to each Policy shall be deemed to incorporate the entire Policy into the Zoning file and Public Record for that item.

These staff comments refer to previous zoning actions which are part of the Public Records of Brevard County, Florida. These records will be referred to by reference to the file number. Reference to zoning files are intended to make the entire contents of the cited file a part of the Zoning file and Public Record for that item.

## DEFINITIONS OF CONCURRENCY TERMS

**Maximum Acceptable Volume (MAV):** Maximum acceptable daily volume that a roadway can carry at the adopted Level of Service (LOS).

**Current Volume:** Building permit related trips added to the latest TPO (Transportation Planning Organization) traffic counts.

**Volume with Development (VOL W/DEV):** Equals Current Volume plus trip generation projected for the proposed development.

**Volume/Maximum Acceptable Volume (VOL/MAV):** Equals the ratio of current traffic volume to the maximum acceptable roadway volume.

**Volume/Maximum Acceptable Volume with Development (VOL/MAV W/DEV):** Ratio of volume with development to the Maximum Acceptable Volume.

**Acceptable Level of Service (CURRENT LOS):** The Level of Service at which a roadway is currently operating.

**Level of Service with Development (LOS W/DEV):** The Level of Service that a proposed development may generate on a roadway.



BOARD OF COUNTY COMMISSIONERS

**Planning and Development Department**

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Building A, Room 114  
Viera, Florida 32940  
(321)633-2070 Phone / (321)633-2074 Fax  
<https://www.brevardfl.gov/PlanningDev>

**STAFF COMMENTS**

**23Z00026**

**Mina St LLC**

**RU-1-13 (Single-Family Residential) to RU-2-10 (Medium-Density Multi-Family Residential)**

Tax Account Number: 2716147  
Parcel I.D.: 27-37-13-76-\*-20  
Location: North side of South Court approximately 600 feet west of N. Highway A1A  
(District 5)  
Acreage: 0.21 acres

Planning & Zoning Board: 6/12/2023

Board of County Commissioners: 7/13/2023

**Consistency with Land Use Regulations**

- Current zoning can be considered under the Future Land Use Designation, Section 62-1255.
- The proposal can be considered under the Future Land Use Designation, Section 62-1255.
- The proposal would maintain acceptable Levels of Service (LOS) (XIII 1.6.C)

	<b>CURRENT</b>	<b>PROPOSED</b>
<b>Zoning</b>	RU-1-13	RU-2-10
<b>Potential*</b>	1 SF unit	2 MF units
<b>Can be Considered under the Future Land Use Map</b>	YES RES 15	YES RES 15

\* Zoning potential for concurrency analysis purposes only, subject to applicable land development regulations.

**Background and Purpose of Request**

The applicant is requesting to change the zoning classification from RU-1-13 (Single-Family Residential) to RU-2-10 (Medium-Density Multi-Family Residential) on a 0.21-acre lot to legitimize the existing use of the property. The subject parcel is currently developed as a residential duplex, converted from a single-family residence built in 1963.

The parcel was originally zoned RU-3 and was rezoned from RU to RU-1-13 on August 2, 1973 under **Ordinance 73-13**.

A variance of 12.5 feet of the minimum frontage on Lot 20; a variance of 15 feet of the minimum frontage on lot 21; and a variance on the minimum lot area of Lot 21 were all approved May 24, 1963 under **V-60**.

There is an active code enforcement case (23CE-00245) associated with this property for non-compliance with Sec. 62-1945.2, Brevard County Code: Resort Dwellings Conditional Use – Resort

Dwelling as a conditional use must meet qualifying conditions. The proposed multi-family zoning classification would allow for resort dwellings.

## **Land Use**

The subject property is currently designated as Residential 15 (RES 15) FLU. Both the existing RU-1-13 as well as the proposed RU-2-10 zoning classifications can be considered consistent with the RES 15 FLUM designation.

## **Applicable Land Use Policies**

### **FLUE Policy 1.4 – Residential 15 (maximum of 15 dwelling units per acre)**

The Residential 15 land use designation affords the second highest density allowance, permitting a maximum density of up to fifteen (15) units per acre, except as otherwise may be provided for within the Future Land Use Element.

**The applicant's request can be considered consistent with the existing RES 15 Future Land Use.**

The Board should evaluate the compatibility of this application within the context of Administrative Policies 2 – 8 of the Future Land Use Element.

### **Analysis of Administrative Policy #3 - Compatibility between this site and the existing or proposed land uses in the area.**

Compatibility shall be evaluated by considering the following factors, at a minimum:

#### **Criteria:**

- A. Whether the proposed use(s) would have hours of operation, lighting, odor, noise levels, traffic, or site activity that would significantly diminish the enjoyment of, safety or quality of life in existing neighborhoods within the area which could foreseeably be affected by the proposed use;

**The applicant requests to rezone 0.21 acres to RU-2-10 zoning classification for the purpose of legitimizing the existing use of the property. There is one (1) active code enforcement case (23CE-00245) associated with this property for non-compliance with Sec. 62-1945.2, Brevard County Code: Resort Dwellings Conditional Use – Resort Dwelling as a conditional use must meet qualifying conditions. The proposed multi-family zoning classification would allow for resort dwellings.**

- B. Whether the proposed use(s) would cause a material reduction (five per cent or more) in the value of existing abutting lands or approved development.

**Only a certified MAI appraisal can determine if material reduction has or will occur due to the proposed request.**

- C. Whether the proposed use(s) is/are consistent with an emerging or existing pattern of surrounding development as determined through an analysis of:

1. historical land use patterns;

**The surrounding area is single-family residential in character on lots one (1) acre or larger in size. There is one (1) FLU designations within 500 feet of the subject site: RES 15. The predominant FLU designation along South Court as well as this section of Highway A1A is RES 15.**

2. actual development over the immediately preceding three years; and

**It appears no changes to the immediate area have occurred within the last three years.**

3. development approved within the past three years but not yet constructed.

**While there has not been any actual development within this area in the preceding three (3) years, one zoning action has been approved within one-half mile:**

**22Z00066, approved by the Board on March 1, 2023, was a request to rezone from RU-1-13 (Single-Family Residential) to RU-2-10 (Medium-Density Multi-Family Residential) on 0.57 acres located on E. Coral Way approximately 325 feet south of the subject property. There are no pending zoning actions within one-half mile of the subject property.**

- D. Whether the proposed use(s) would result in a material violation of relevant policies in any elements of the Comprehensive Plan.

**No material violation of relevant policies has been identified.**

#### **Analysis of Administrative Policy #4 - Character of a neighborhood or area.**

Character of a neighborhood or area shall be a factor for consideration whenever a rezoning or any application involving a specific proposed use is reviewed. The character of the area must not be materially or adversely affected by the proposed rezoning or land use application. In evaluating the character of an area, the following factors shall be considered:

Criteria:

- A. The proposed use must not materially and adversely impact an established residential neighborhood by introducing types or intensity of traffic (including but not limited to volume, time of day of traffic activity, type of vehicles, etc.), parking, trip generation, commercial activity or industrial activity that is not already present within the identified boundaries of the neighborhood.

The developed character of the surrounding area is residential, with a mix of single family residential on one-quarter acre lots or smaller. Immediately west of the subject property is parcel developed as a religious institution within the City of Melbourne.

This request can be considered an expansion of RU-2-10 into the immediate area. The closest RU-2-10 is located approximately 340 feet east of the subject property and serves as a transition area from beachside RU-2-15. There are five (5) single family residences on the north side of South Court between the subject property and the RU-2-10 primarily developed as multi-family condominiums. The proposed multi-family zoning classification would allow for resort dwellings.

## Surrounding Area

	Existing Use	Zoning	Future Land Use
<b>North</b>	Single-Family Residences	RU-1-13	RES 15
<b>South</b>	Single-Family Residence	RU-1-13	RES 15
<b>East</b>	Single-Family Residence	RU-1-13	RES 15
<b>West</b>	Religious Institution	City of Melbourne	City of Melbourne

To the north are two parcels (0.2-acres and 0.15-acres) with RU-1-13 zoning developed as single-family residences.

To the south is a 0.18-acre parcel with RU-1-13 zoning developed as a single-family residence.

To the east is a 0.25-acre parcel with RU-1-13 zoning developed as a single-family residence.

To the west is 28.25-acre parcel developed as a religious institution within the City of Melbourne.

The current RU-1-13 classification permits single-family residences on minimum 7,500 square foot lots, with minimum widths and depths of 75 feet. The minimum house size is 1,300 square feet. RU-1-13 does not permit horses, barns or horticulture.

The proposed RU-2-10 classification permits multiple-family residential development or single-family residences at a density of up to 10 units per acre on minimum lot sizes of 7,500 square feet.

IN(L) is an Institutional (Light) zoning classification, intended to promote low impact private, nonprofit, or religious institutional uses to service the needs of the public for facilities of an educational religious, health or cultural nature.

TU-1 is a general tourist commercial zoning classification which permits hotels and motels among its listed uses. It also permits BU-1-A type retail uses in conjunction with and accessory to a hotel or motel with a minimum of 25 rooms. The minimum lot size is 15,000 with a minimum width of 100' and minimum depth of 150'. No maximum density restrictions shall apply in the community commercial future land use designation.

One zoning action has been approved within a half-mile radius of the subject property within the last three years: 22Z00066, approved by the Board on March 1, 2023, was a request to rezone from RU-1-13 (Single-Family Residential) to RU-2-10 (Medium-Density Multi-Family Residential) on 0.57 acres located approximately 325 feet south of the subject property. There are no pending zoning actions within one-half mile of the subject property.

## **Preliminary Concurrency**

The closest concurrency management segment to the subject property is SR A1A, from Paradise Boulevard to Eau Gallie Boulevard, which has a Maximum Acceptable Volume (MAV) of 41,790 trips per day, a Level of Service (LOS) of D, and currently operates at 50.99% of capacity daily. The maximum development potential from the proposed rezoning increases the percentage of MAV utilization by 0.00%. The corridor is anticipated to operate at 50.99% of capacity daily. The maximum development potential of the proposal is not anticipated to create a deficiency in LOS. Specific concurrency issues will be address at the time of site plan review. This is only a preliminary review and is subject to change.

No school concurrency information has been provided as the development potential of this site falls below the minimum number of new residential lots that would require a formal review.

The parcel is within the City of Melbourne utilities service area for public water. The closest Brevard County sanitary sewer line is approximately 400 feet east on South Court.

## **Environmental Constraints**

- Aquifer Recharge Soils
- Indian River Lagoon Nitrogen Reduction Septic Overlay
- Land Clearing and Landscape Requirements
- Protected Species – Florida Scrub Jay

Please refer to all comments provided by the Natural Resource Management Department at the end of this report.

## **For Board Consideration**

The Board may wish to consider whether the expansion of RU-2-10 multi-family zoning, which introduces Resort Dwelling into single-family residential, is consistent and compatible with the surrounding area.



**NATURAL RESOURCES MANAGEMENT (NRM) DEPARTMENT  
Zoning Review & Summary**

**Item #23Z00026**

**Applicant:** Mina St. LLC

**Zoning Request:** RU-1-13 to RU-2-10

**Note:** To legitimize existing duplex use

**Zoning Hearing Date:** 06/12/2023; **BCC Hearing Date:** 07/13/2023

**Tax ID No:** 2716147

- This is a preliminary review based on best available data maps reviewed by the Natural Resources Management Department (NRM) and does not include a site inspection to verify the accuracy of the mapped information.
- In that the rezoning process is not the appropriate venue for site plan review, specific site designs submitted with the rezoning request will be deemed conceptual. Board comments relative to specific site design do not provide vested rights or waivers from Federal, State or County regulations.
- **This review does not guarantee whether or not the proposed use, specific site design, or development of the property can be permitted under current Federal, State, or County Regulations.**

**Summary of Mapped Resources and Noteworthy Land Use Issues:**

- Aquifer Recharge Soils
- Indian River Lagoon Nitrogen Reduction Septic Overlay
- Land Clearing and Landscape Requirements
- Protected Species – Florida Scrub Jay

No noteworthy land use issues were identified. NRM reserves the right to assess consistency with environmental ordinances at all applicable future stages of development.

**Land Use Comments:**

**Aquifer Recharge Soils**

The subject parcel contains mapped aquifer recharge soils (Canaveral-Palm Beach-Urban land complex) as shown on the USDA Soil Conservation Service Soils Survey map. Mapped topographic elevations indicate the soils may consist of Type 3 Aquifer Recharge soils that have impervious area restrictions. The applicant is hereby notified of the development and impervious restrictions within Conservation Element Policy 10.2 and the Aquifer Protection Ordinance.

**Indian River Lagoon Nitrogen Reduction Overlay**

The parcel is mapped within the Indian River Lagoon Nitrogen Reduction Overlay per Chapter 46, Article II, Division IV - Nitrogen Reduction Overlay. If adequate sewer for the development is not available, then the use of an alternative septic system, designed to provide at least 65% total nitrogen reduction through multi-stage treatment processes, shall be required. NRM requires a Septic Maintenance Notice be filed with the Brevard Clerk of Courts.

**Land Clearing and Landscape Requirements**

Per Brevard County Landscaping, Land Clearing and Tree Protection ordinance, Section 62-4331(3), a purpose and intent of the ordinance is to encourage the protection of trees. The applicant is advised to refer to Article XIII, Division 2, entitled Land Clearing, Landscaping, and Tree Protection, for specific requirements for Protected and Specimen tree preservation, and canopy coverage requirements. Land clearing is not permitted without prior authorization by NRM.

**Protected Species**

Information available to NRM indicates that federally and/or state protected species may be present on the property. Specifically, a mapped Florida Scrub Jay occupancy polygon is located on the west one-third of the property. Additionally, gopher tortoises can be found in aquifer recharge soils. Prior to any plan, permit submittal, or development activity, including land clearing, the applicant should obtain any necessary permits or clearance letters from the Florida Fish and Wildlife Conservation Commission and/or U.S. Fish and Wildlife Service, as applicable.

# LOCATION MAP

MINA ST LLC  
23Z00026



1:24,000 or 1 inch = 2,000 feet

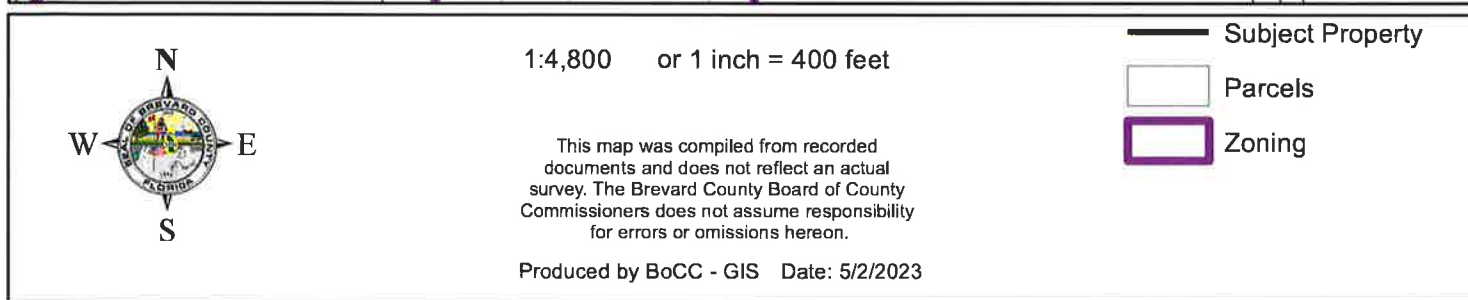
Buffer Distance: 500 feet

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 5/2/2023

Buffer  
Subject Property

MINA ST LLC  
23Z00026

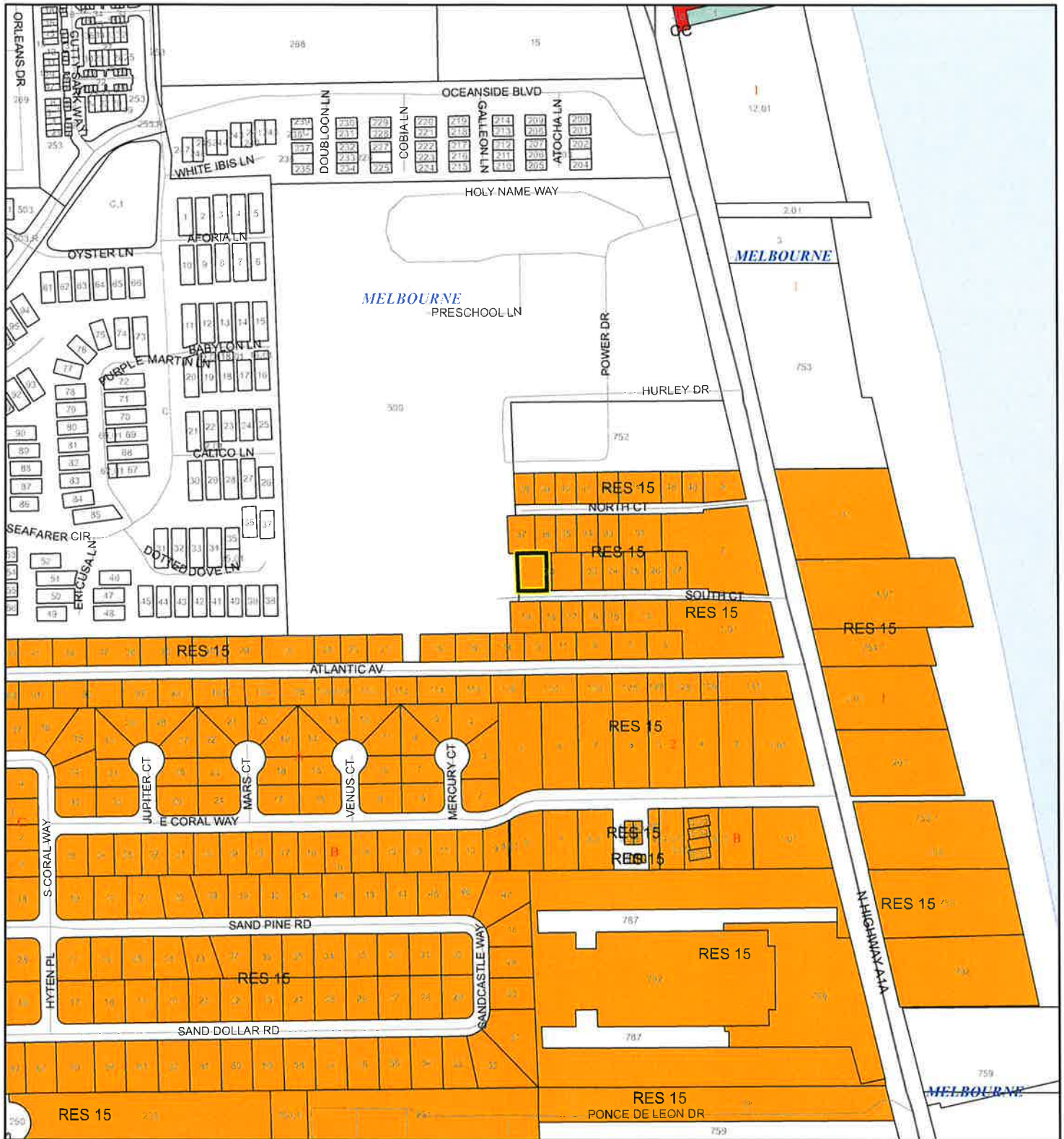




# FUTURE LAND USE MAP

MINA ST LLC

23Z00026



1:4,800 or 1 inch = 400 feet

— Subject Property  
 □ Parcels

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 4/27/2023



# AERIAL MAP

MINA ST LLC

23Z00026



1:2,400 or 1 inch = 200 feet

PHOTO YEAR: 2023

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 4/27/2023

 Subject Property

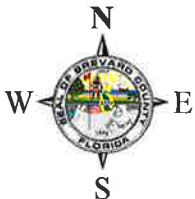
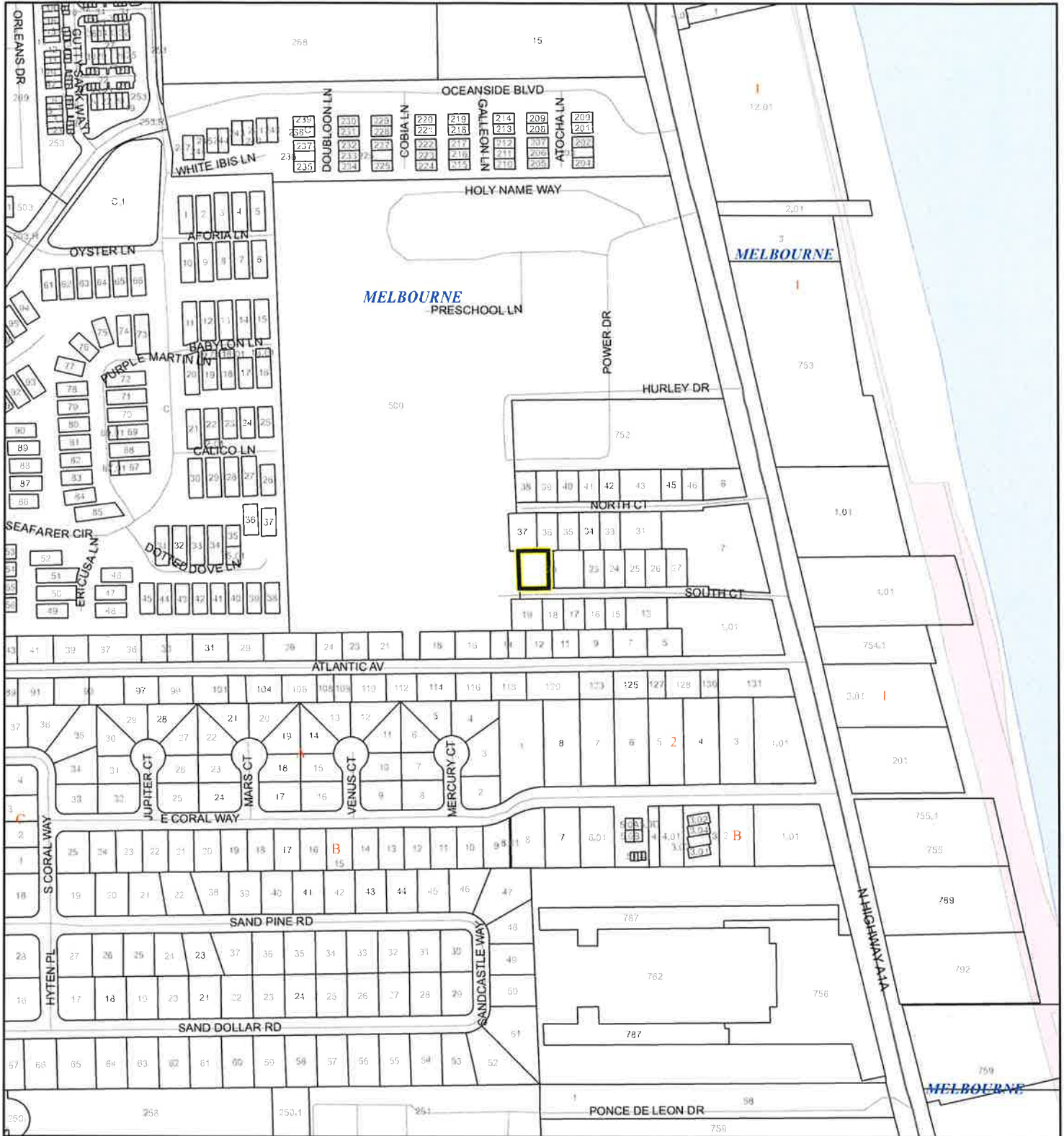
 Parcels



# NWI WETLANDS MAP

MINA ST LLC

23Z00026



1:4,800 or 1 inch = 400 feet

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions herein.

Produced by BoCC - GIS Date: 4/27/2023

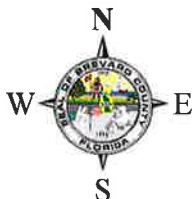
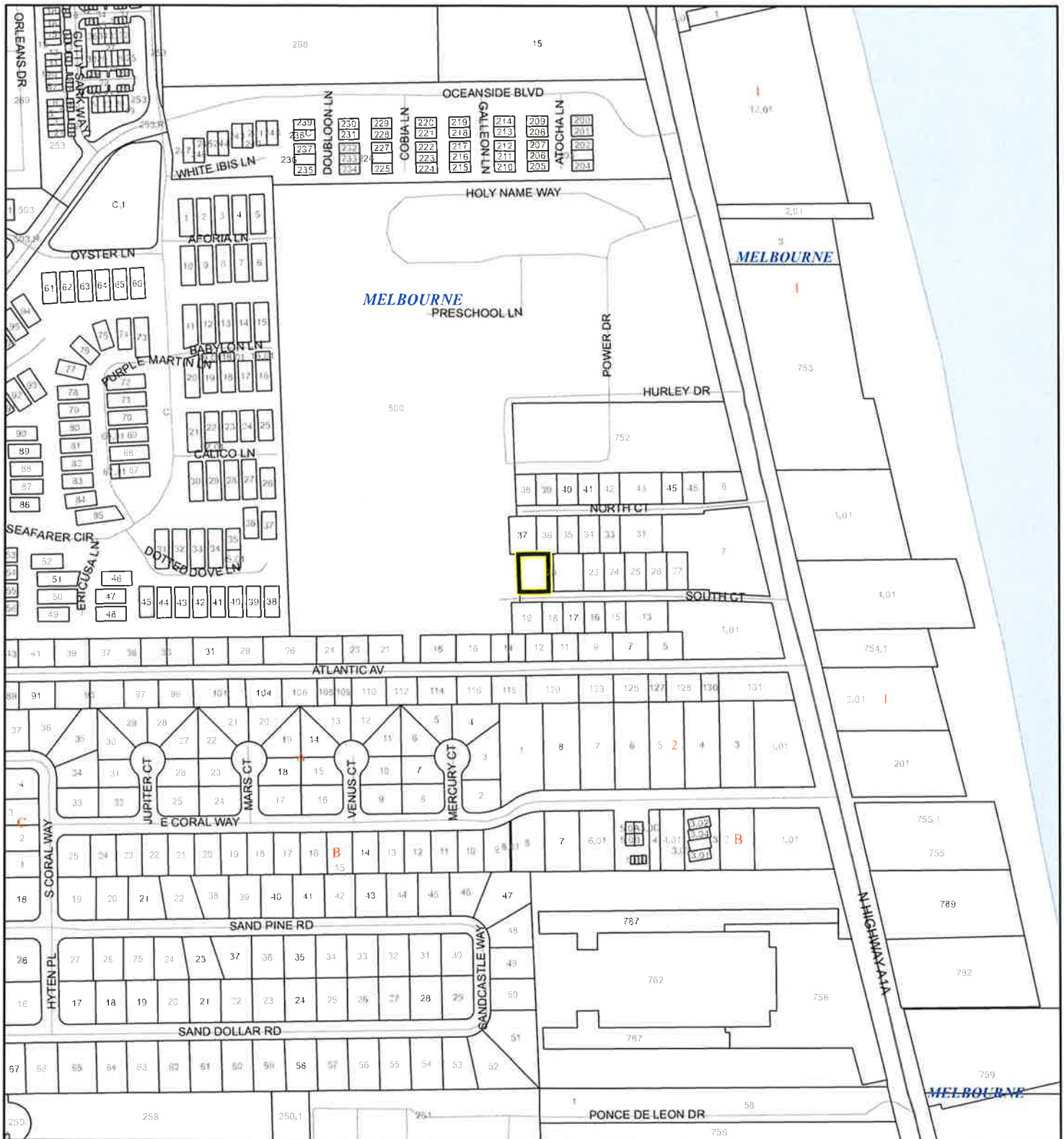
## National Wetlands Inventory (NWI)

- |                                   |                 |
|-----------------------------------|-----------------|
| Estuarine and Marine Deepwater    | Freshwater Pond |
| Estuarine and Marine Wetland      | Lake            |
| Freshwater Emergent Wetland       | Other           |
| Freshwater Forested/Shrub Wetland | Riverine        |
| Subject Property                  |                 |
| Parcels                           |                 |

# SJRWMD FLUCCS WETLANDS - 6000 Series MAP

MINA ST LLC

23Z00026



1:4,800 or 1 inch = 400 feet

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions herein.

Produced by BoCC - GIS Date: 4/27/2023

## SJRWMD FLUCCS WETLANDS

- Wetland Hardwood Forests - Series 6100
- Wetland Coniferous Forest - Series 6200
- Wetland Forested Mixed - Series 6300
- Vegetated Non-Forested Wetlands - Series 6400
- Non-Vegetated Wetland - Series 6500

Subject Property

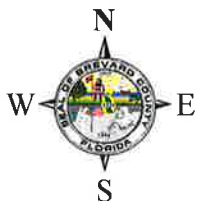
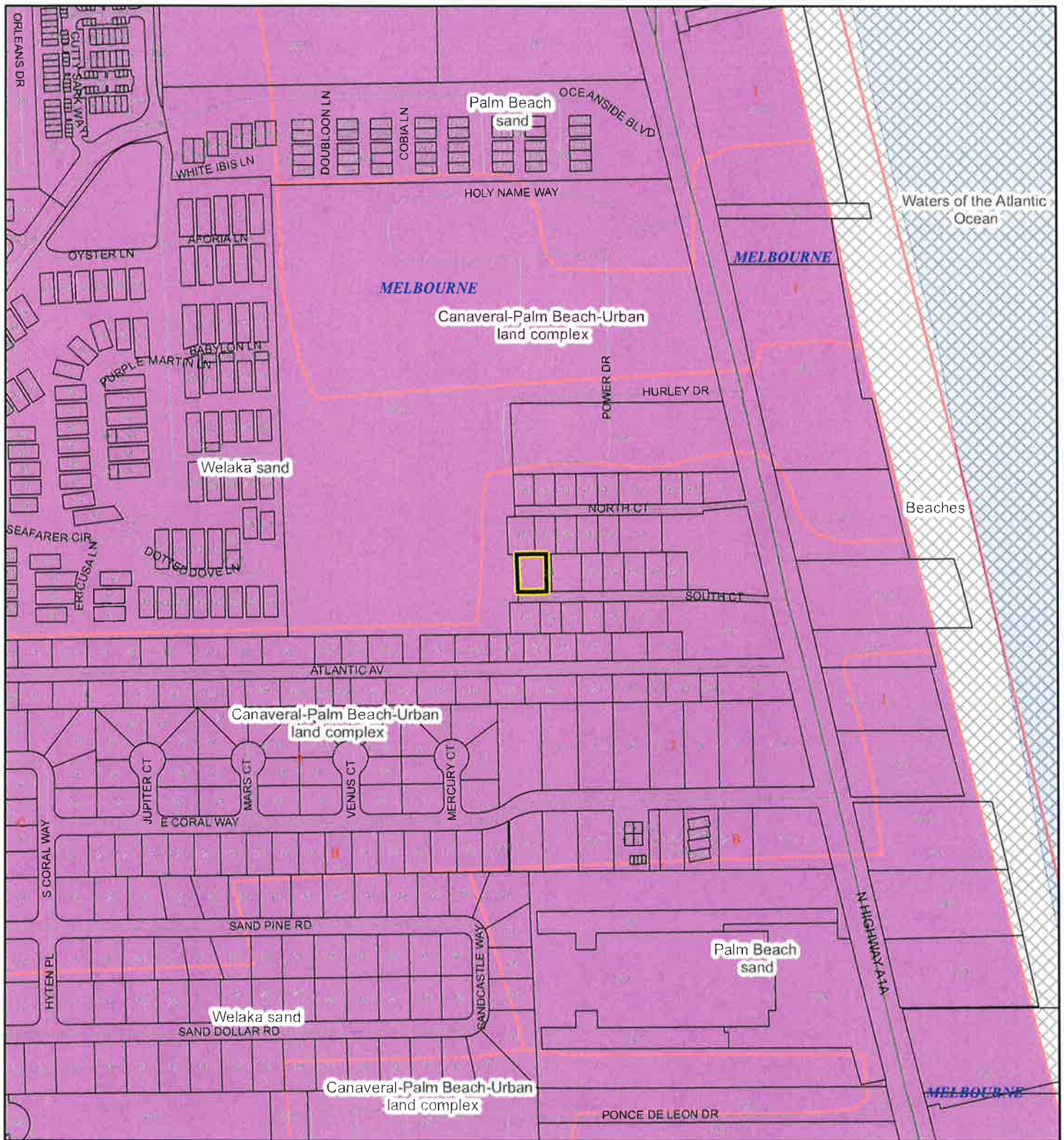
Parcels



# USDA SCSSS SOILS MAP

MINA ST LLC

23Z00026



1:4,800 or 1 inch = 400 feet

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions herein.

Produced by BoCC - GIS Date: 4/27/2023

## USDA SCSSS Soils

- Aquifer and Hydric
- Aquifer
- Hydric
- None

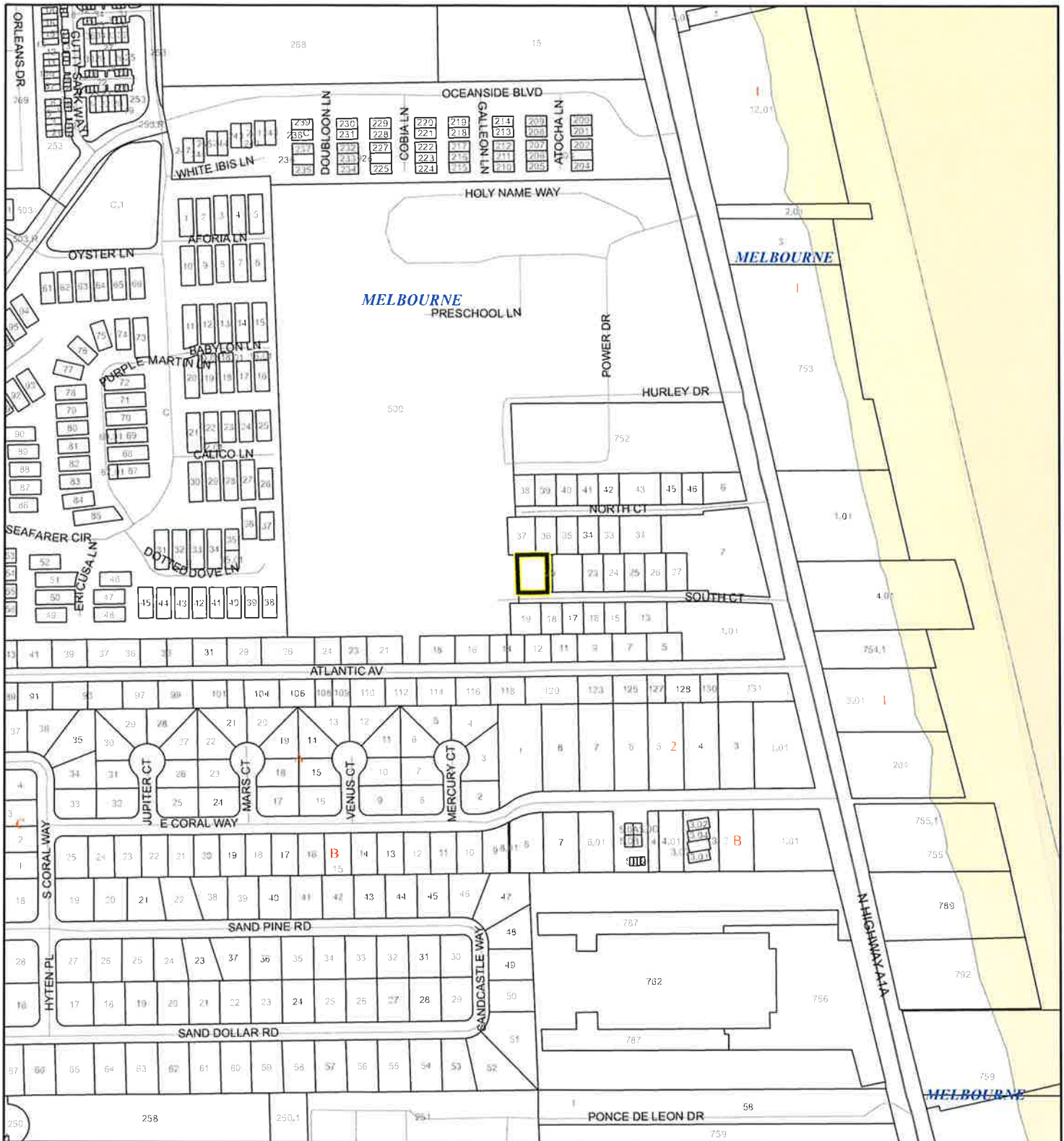
- Subject Property
- Parcels



# FEMA FLOOD ZONES MAP

MINA ST LLC

23Z00026



1:4,800 or 1 inch = 400 feet

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 4/27/2023

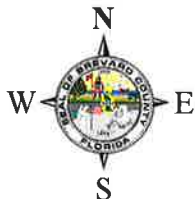
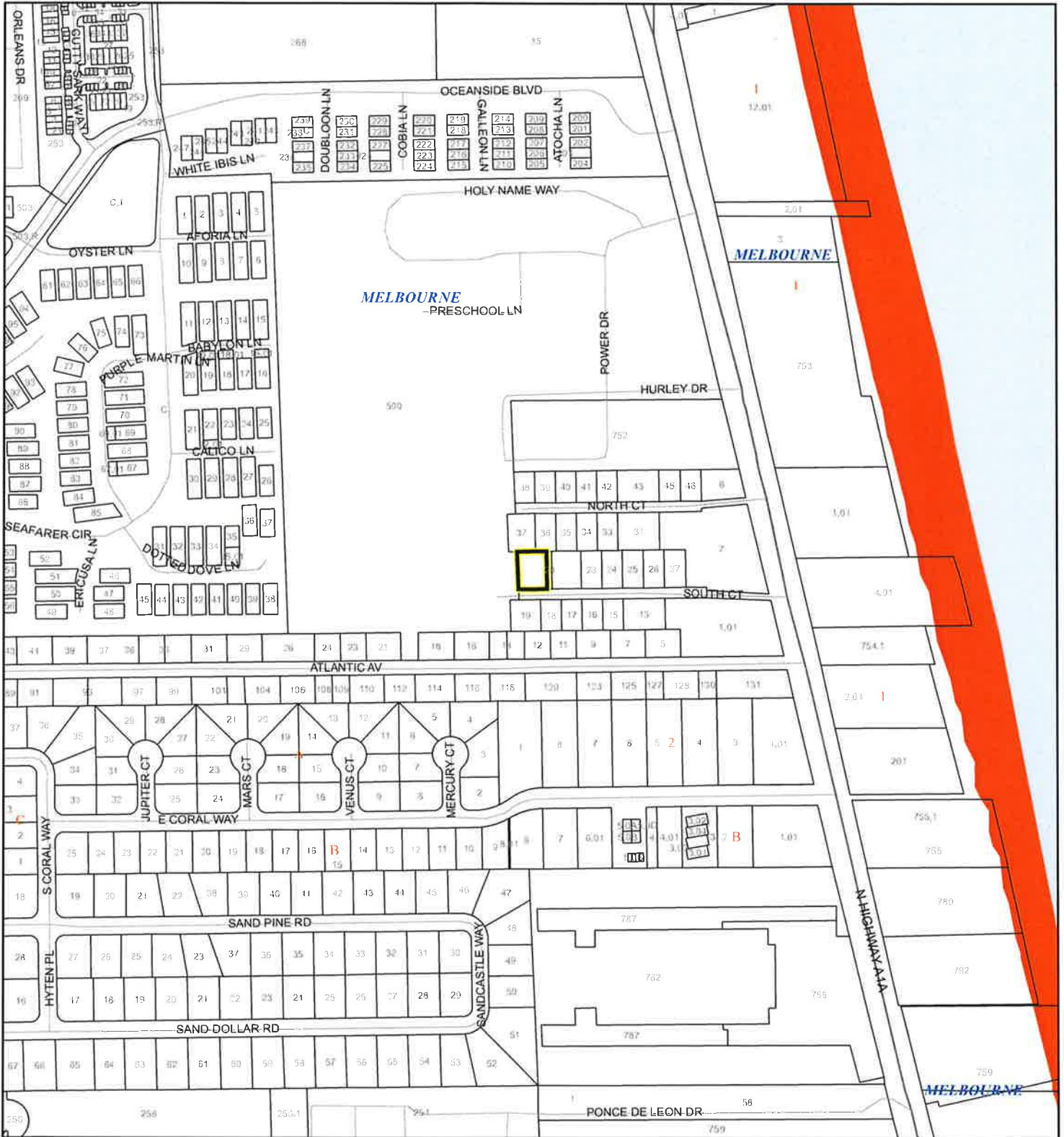
## FEMA Flood Zones

- |                  |            |   |
|------------------|------------|---|
| A                | AO         | X |
| AE               | Open Water |   |
| AH               | VE         |   |
| Subject Property | Parcels    |   |

# COASTAL HIGH HAZARD AREA MAP

MINA ST LLC

23Z00026



1:4,800 or 1 inch = 400 feet


This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 4/27/2023

 Subject Property

 Parcels

**Coastal High Hazard Area**

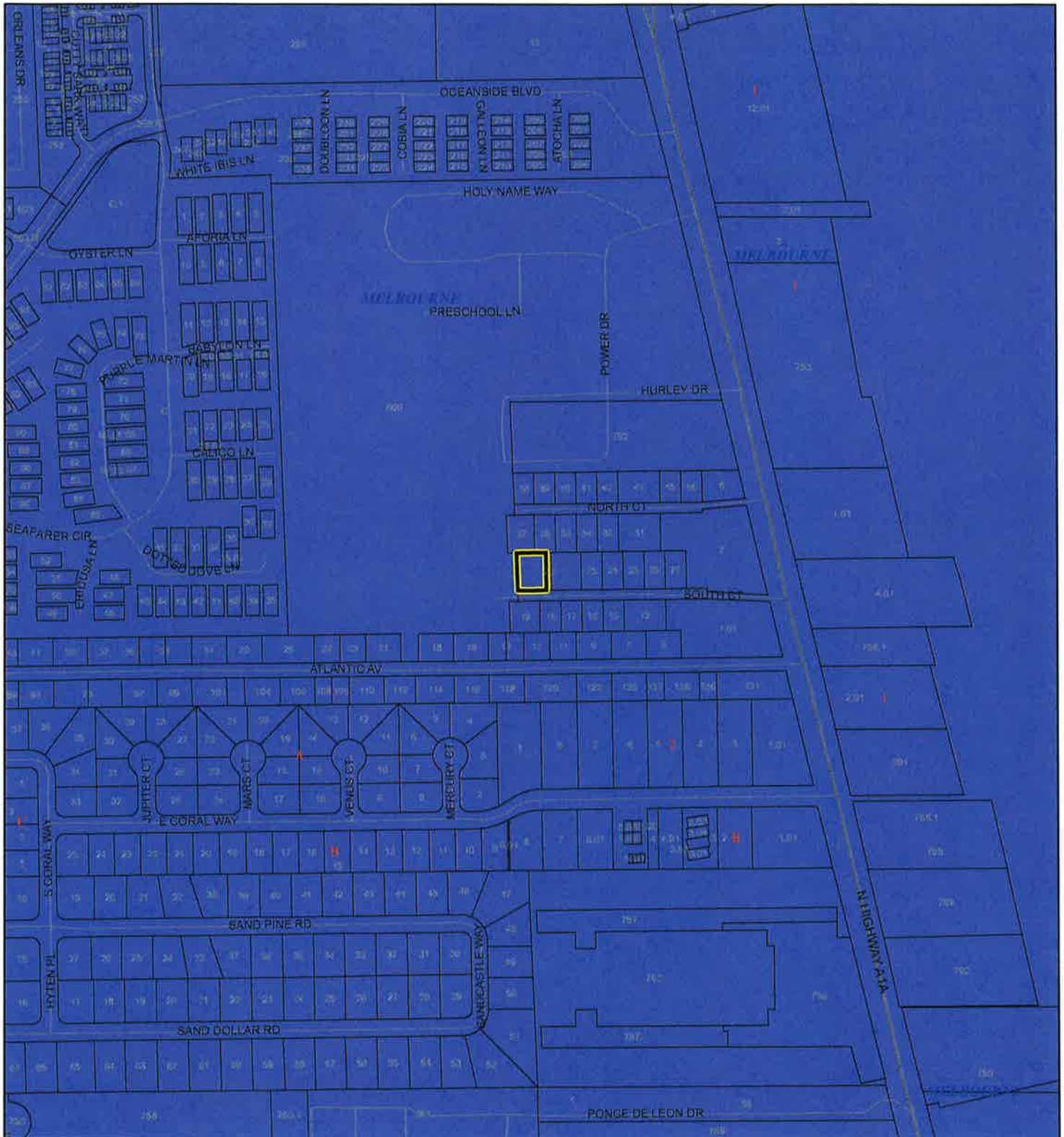
 SurgeZoneCat1



# INDIAN RIVER LAGOON SEPTIC OVERLAY MAP

MINA ST LLC

23Z00026



1:4,800 or 1 inch = 400 feet

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions herein.

Produced by BoCC - GIS Date: 4/27/2023

 Subject Property

 Parcels

**Septic Overlay**

 40 Meters

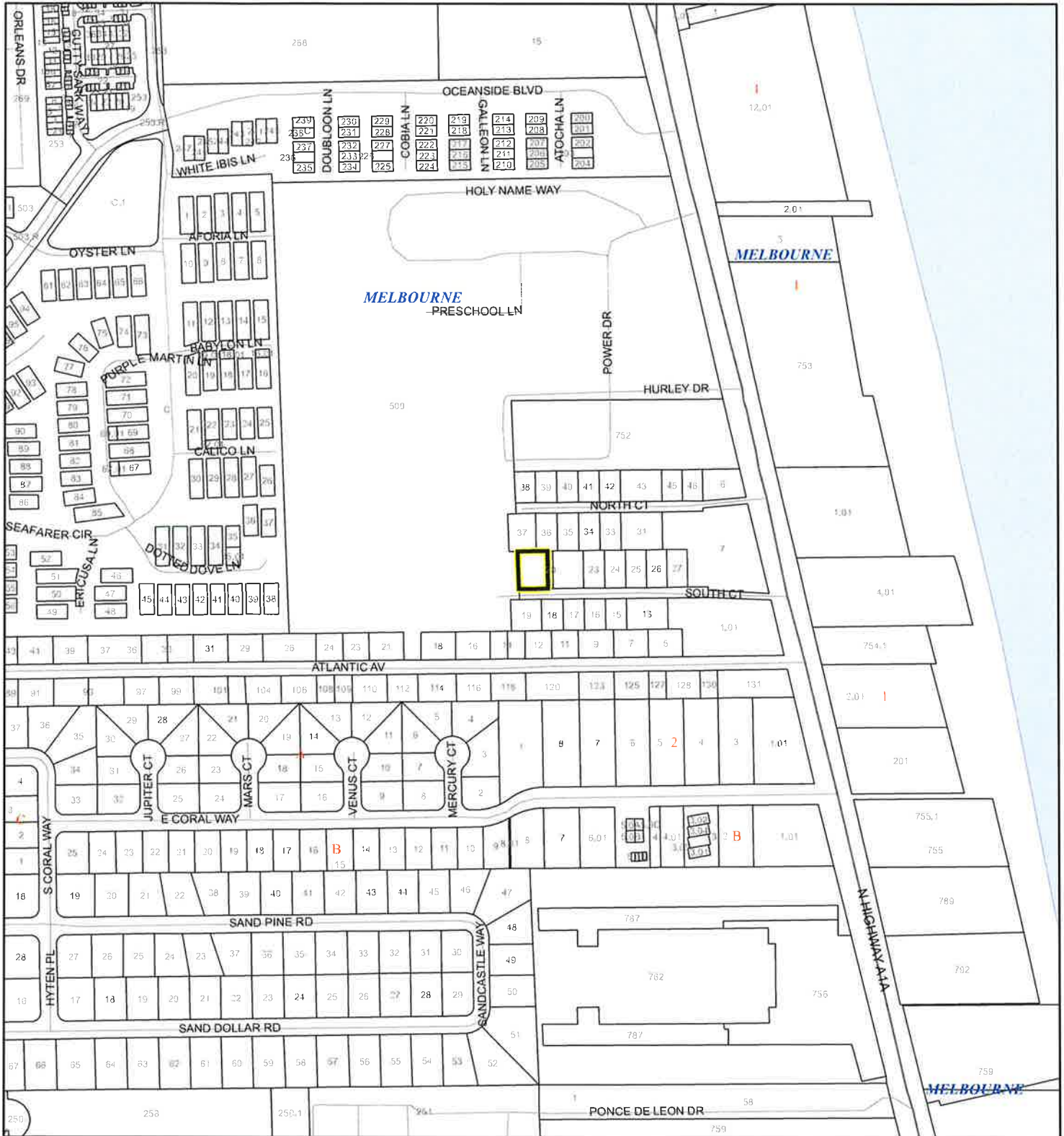
 60 Meters

 All Distances

# EAGLE NESTS MAP

MINA ST LLC

23Z00026



1:4,800 or 1 inch = 400 feet

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions herein.

Produced by BoCC - GIS Date: 4/27/2023

 Subject Property

 Parcels



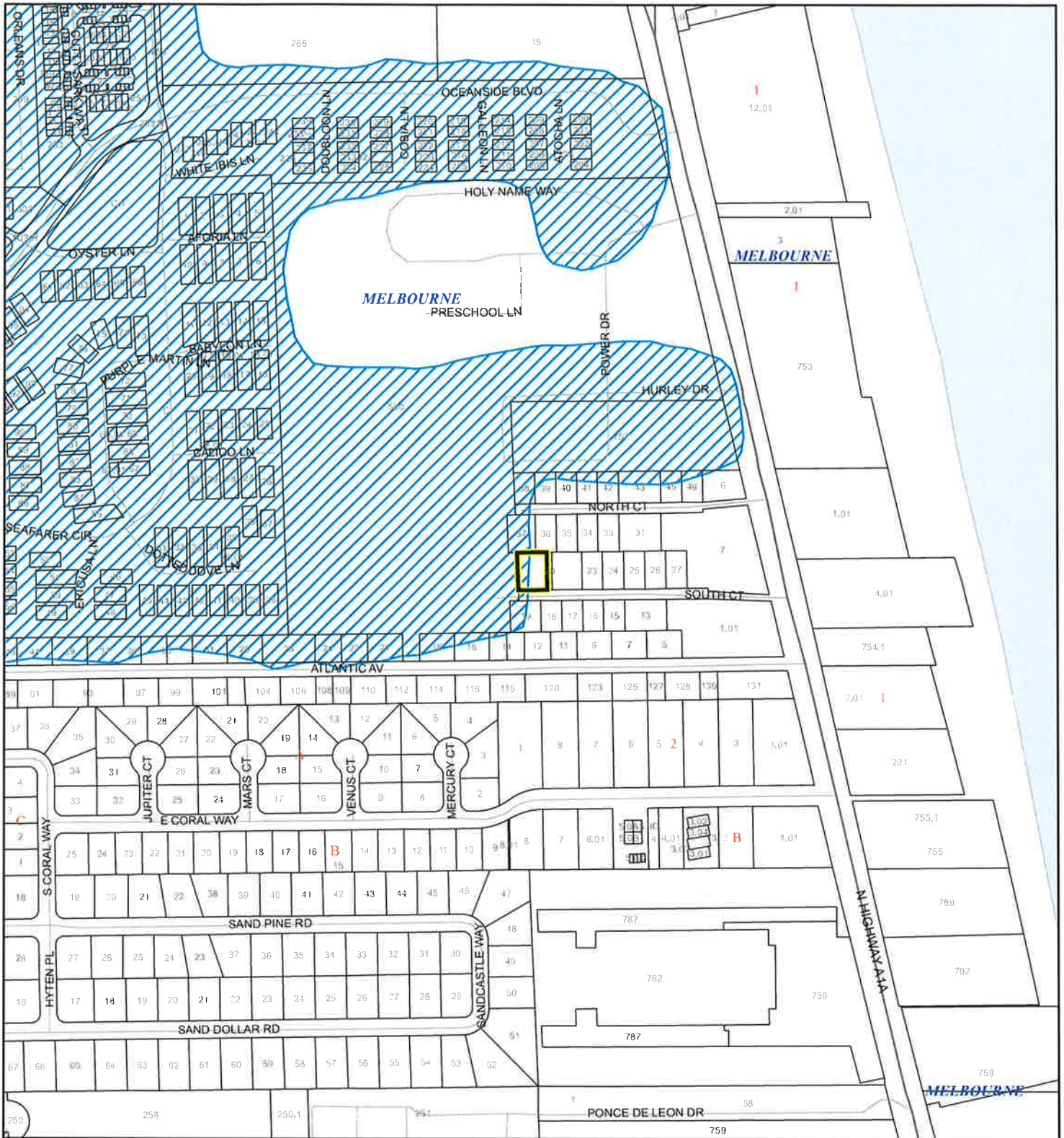
Eagle Nests  
FWS



# SCRUB JAY OCCUPANCY MAP

MINA ST LLC

23Z00026



1:4,800 or 1 inch = 400 feet

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

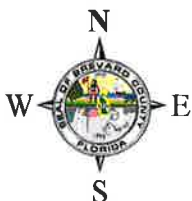
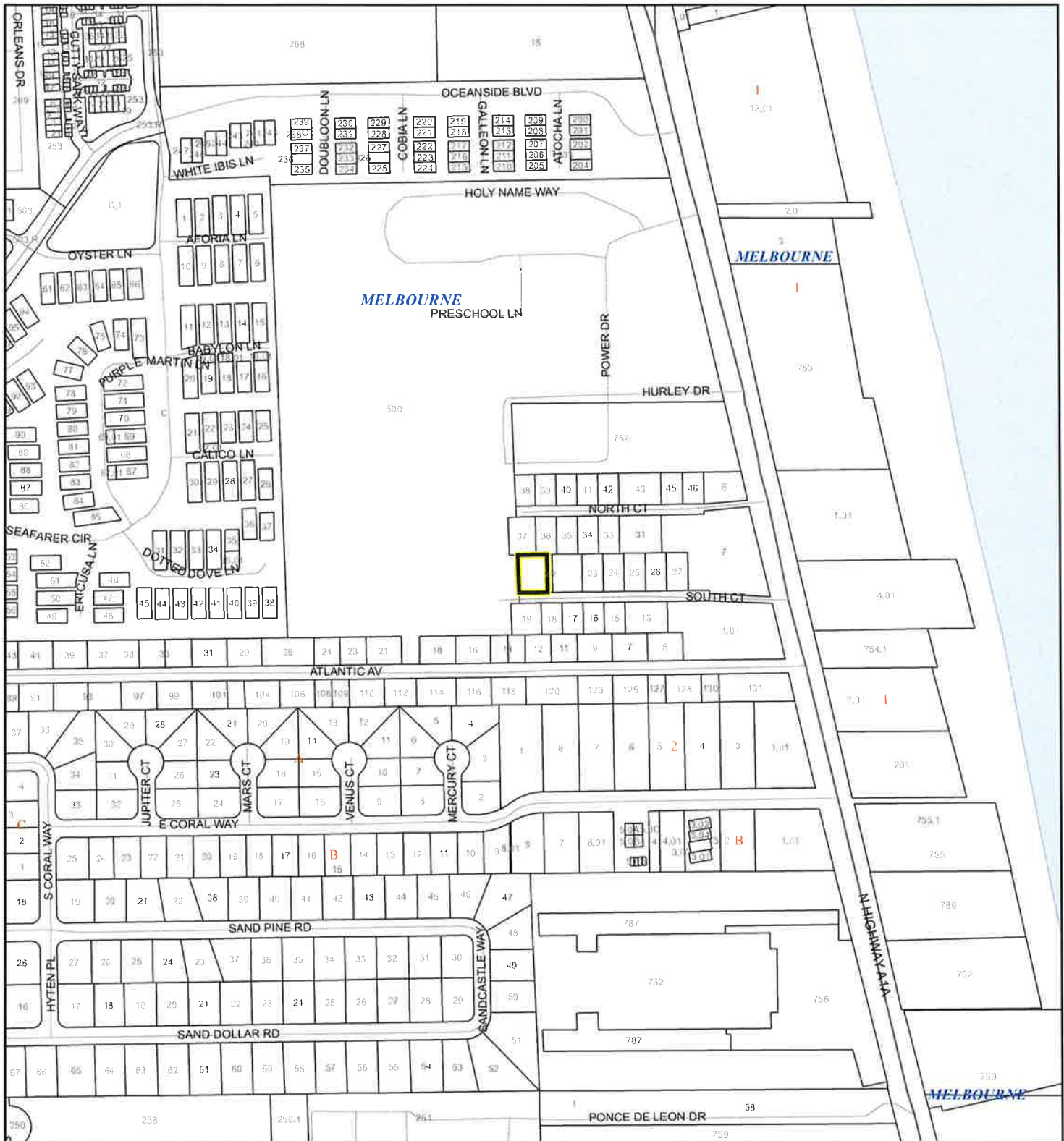
Produced by BoCC - GIS Date: 4/27/2023

- Subject Property
- Parcels
- Scrub Jay Occupancy

# SJRWMD FLUCCS UPLAND FORESTS - 4000 Series MAP

MINA ST LLC

23Z00026



1:4,800 or 1 inch = 400 feet

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions herein.

Produced by BoCC - GIS Date: 4/27/2023

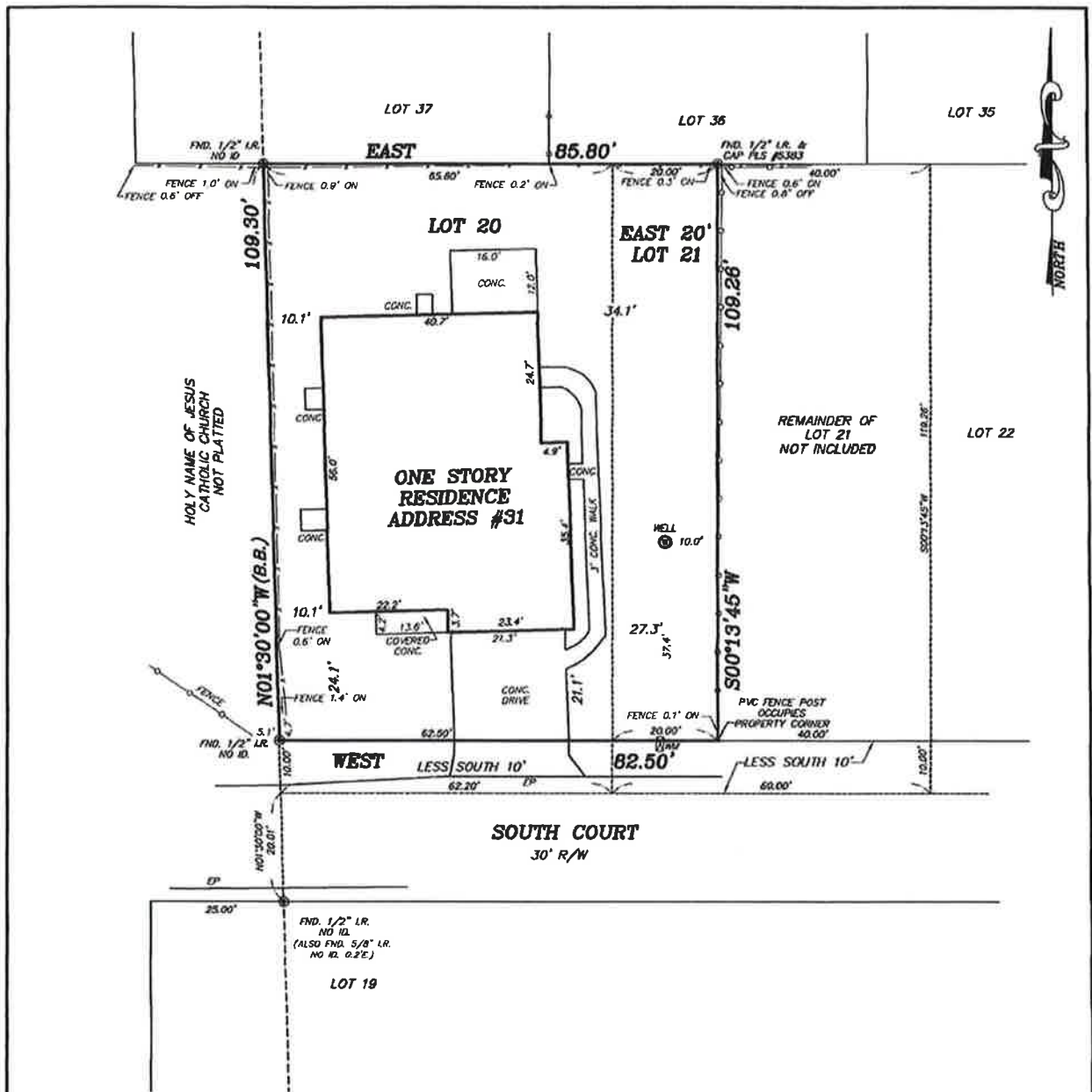
## SJRWMD FLUCCS Upland Forests

- Upland Coniferous Forest - 4100 Series
- Upland Hardwood Forest - 4200 Series
- Upland Mixed Forest - 4300 Series
- Tree Plantations - 4400 Series

Subject Property

Parcels





SURVEY PREPARED FOR:  
NASH COLE

DESCRIPTION: LOT 20, EXCEPT THE SOUTH 10 FEET THEREOF AND WEST 20 FEET OF LOT 21, EXCEPT THE SOUTH 10 FEET THEREOF, PLAT OF FRANK J. KRAJIC SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE 17, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

## AAL LAND SURVEYING SERVICES, INC.

ACCORDING TO FLOOD  
INSURANCE RATE MAP  
#12009C 0539 H, DATED  
JANUARY 29, 2021 THIS  
PROPERTY IS LOCATED  
WITHIN FLOOD ZONE X,  
(NAVD 1988)

TYPE OF SURVEY:  
BOUNDARY

SCALE: 1" = 20'

REVISION:  
REVISION:  
REVISION:  
REVISION:  
REVISION:  
REVISION:

FIELD DATE: 10/21/2022

SECTION 13,  
TOWNSHIP 27 SOUTH,  
RANGE 37 EAST

PROJECT #47979

### GENERAL NOTES:

1. THIS SURVEY AND DRAWING HAS BEEN PREPARED TO CONFORM WITH APPLICABLE STANDARD OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.
2. THIS SURVEY AND DRAWING IS FOR THE SOLE USE AND BENEFIT OF THE PARTIES NAMED HEREON AND FOR THE SPECIFIC PURPOSE AS NOTED, AND SHOULD NOT BE RELIED UPON BY ANY OTHER ENTITY, AND IS NOT TRANSFERABLE UNDER ANY CIRCUMSTANCES.
3. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE SEAL OF THE FLORIDA LICENSED SURVEYOR, AND REPRODUCTION OF THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE SURVEYOR IS HEREBY FORBIDDEN.
4. NO OPINION OF TITLE OR OWNERSHIP IS HEREBY EXPRESSED OR IMPLIED BY THE SURVEYOR.
5. THIS SURVEY WAS PREPARED FROM INFORMATION FURNISHED TO THE SURVEYOR BY THE CLIENT, AND MAY BE SUBJECT TO EASEMENTS OR LIMITATIONS EITHER RECORDED OR IMPLIED.
6. BEARINGS ARE BASED ON AN ASSUMED DATUM AND ON THE LINE SHOWN AS BEING THE BASIS OF BEARINGS.
7. NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED UNLESS OTHERWISE SHOWN.
8. ELEVATIONS, IF SHOWN, ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988, UNLESS OTHERWISE NOTED.
9. "NO WELLS" AND "NO SEPTICS" ARE DEFINITIONS TO SHOW AN ATTEMPT BY THE SURVEYOR TO LOCATE POSSIBLE EXISTING WELLS AND SEPTICS, HOWEVER NONE WERE FOUND USING STANDARD SURVEY LOCATING EQUIPMENT.

3970 MINTON ROAD, WEST MELBOURNE, FL 32904 L.B. #6623  
PHONE: (321)768-8110 FAX: (321)952-9771 EMAIL: [frontdesk@aalsurvey.com](mailto:frontdesk@aalsurvey.com)

ANDREW W. POWSHOK  
P.L.S. No. 5383

DANIEL D. GARNER  
P.L.S. No. 6189

### LEGEND

- BB - BEARING BASE
- (M) - MEASURED
- (P) - PLAT
- (D) - DEED
- IR - IRON ROD
- IP - IRON PIPE
- H&D - NAIL AND DISC
- N&T - NAIL AND TIN TAB
- C.M. - CONCRETE MONUMENT
- PRM - PERMANENT REFERENCE MARKER
- LB - LICENSED BUSINESS
- PLS - PROFESSIONAL LAND SURVEYOR
- TBM - TEMPORARY BENCHMARK
- D - DELTA
- R - RADIUS
- L - ARC LENGTH
- CH - CHORD LENGTH
- FND - FOUND
- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING
- PC - POINT OF CURVATURE
- PT - POINT OF TANGENCY
- PRC - POINT OF REVERSE CURVE
- P.O.L. - POINT ON LINE
- R/W - RIGHT OF WAY
- WPP - WOOD POWER POLE
- OWH - OVERHEAD WIRE
- E.P. - EDGE OF PAVEMENT
- P.U. - PUBLIC UTILITY EASEMENT
- D.E. - DRAINAGE EASEMENT
- S.T. - SEPTIC TANK
- CONC. - CONCRETE
- WM - WATER METER
- W - WELL
- C - CENTERLINE



# Mina St, LLC Rezoning

Brevard County Planning and Zoning Commission

June 12, 2023

This Property is and  
has been a Duplex

1963 Variance Application 60 demonstrates  
that this property was built as a duplex and  
has been for almost 60 years.

File No. 60

May 24, 1963.

BE IT REMEMBERED by the Steward County Board of Adjustment at  
meeting this twenty fourth day of May, 1963, having fully considered  
public hearing, the case of MRS. MARGARET MCKENNA, wherein is re-

- (1) a variance of 12.5 ft. minimum frontage on Lot 20;
- (2) a variance of 15 ft. minimum frontage on Lot 21;
- (3) a variance on the minimum lot area of Lot 21

on Lots 20 & 21, hereinafter as recorded in PG 10 page 17, Section  
ship 27 Range 37, now,

THENCE, since the intended duplex use is an upgrading of  
present R-3 (Multiple Family Residence) zone classification, the  
decision of the Board that the request of MRS. MARGARET MCKENNA  
and it is, and the zoning Director of the County is hereby authorized  
to issue the necessary Building Permit and subsequently the Certificate  
(company).

Steward County Board of Adjustment  
Steward County, Fla.  
by - John McLaughlin  
Vice Chairman

Board Members in Attendance:

John McLaughlin; Joe Tanguay; Frank Harsen; Ray Winstead  
On motion by Ray Winstead, seconded by Joe Tanguay, the motion  
unanimously.

# Previous Owners Tax Application Shows Duplex in 2006



ANNEX 2 OF 1991

A/c Keyed

1/2

20344

3

**JIM FORD, CFA**

**Brevard County Property Appraiser**

## "OWNER REQUEST FORM"

**ADDRESS CHANGE: FILL OUT SECTIONS A, C, D (if applicable) & E**  
**PROPERTY SPLIT OR COMBINATION: FILL OUT SECTIONS A, B & D (if applicable) & E**

Parcel I.D.(s)/Account Number(s)

27-37-13-76-20	# 2716147
----------------	-----------

1. PERMANENTLY DIVIDED FOR \_\_\_\_\_, please attach copy of survey, sketch or legal descriptions.

2. PERMANENTLY COMBINED FOR \_\_\_\_\_, IF HOME-SHARED PROPERTY PHASES FILL OUT "Box B", IF CONDOMINIUM, COMMENT WILL BE FOR ASSESSMENT LIMITATION (SOH CAP) ONLY.

(YEAR)	(YEAR)

**NOTE:** A property split for taxation purposes does not imply suitability for parcel development. Please contact the appropriate land development or planning and zoning department of your jurisdiction for questions concerning property development.

**CHANGE MAILING ADDRESS TO :**

\*Fill out box "D" below if homestead property

Robert M. McMillan

29 South Court  
Indianapolis, Ind. 32903

**"HOMESTEAD PROPERTY:** You are hereby requested to make the above change in the mailing address, and/or the combination division of land on my/our homestead property. This homestead property is still my/our legal end-ownership residence. The mailing address for the homestead property is being changed because:

mailing address for the homestead property being changed because it has to be Dupre property & it is also A Dupre

The property with map is at South St.

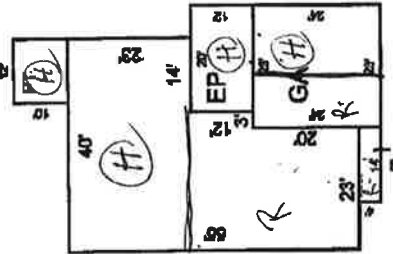
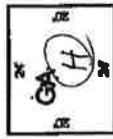
**NOTICE:** 196.131(2), Florida Statutes, provides that any person who knowingly gives false information for the purpose of claiming homestead exemption shall be guilty of a misdemeanor of the first degree, punishable by a term imprisonment not exceeding 1 year or a fine not exceeding \$5,000 or both.

Signed this 3 day of May, 2006  
(Month) (Year)

U.S. District Court

PI a Indicate homestead vs. non-homestead/rental us.

ID: 2716147



I/We do hereby swear that the representations provided herein are true and based on my/our person  
Signed this 5 day of 3, 2006

Robert M. McMillin  
(Owner / Signature)

ROBERT M McMillion  
(Print Name of Owner 1)

Daytime Telephone Number: 301-773-9353

**S. 837.06 – False Official Statements** – Whoever knowingly makes a false statement in writing with the intent to defraud or to obtain an unauthorized benefit or to cause the loss of a benefit to the public service in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

8/9/1

However, a mass rezoning in 1973 made it non-conforming use as it changed the entire area to Single Family

- Ordinance 73-13

# Current zoning allows, and disallows a di

## Sec. 62-1340. - Single-family residential, RU-1-13 and RU-1-11.

The RU-1-13 and RU-1-11 single-family residential zoning classifications encompass lands devoted to single-family residential development of spacious character, together with such accessory uses that are necessary or are normally compatible with residential surroundings.

### (1) *Permitted uses.*

#### a. Permitted uses are as follows:

One single-family residential detached dwelling

Parks and public recreational facilities.

Private golf courses.

Foster homes.

Sewer lift stations.

#### b. Permitted uses with conditions are as follows (see division 5, subdivision II, of this article):

Group homes, level I, subject to the requirements set forth in section 62-1835.9.

Power substations, telephone exchanges and transmission facilities.

Preexisting use.

Private parks and playgrounds.

Resort dwellings.

Temporary living quarters during construction of a residence.

# Proposed Zoning

Sec. 62-1372. - Medium-density multiple-family residential, RU-2-10, RU-2-12 and RU-2-15.

The RU-2-10, RU-2-12 and RU-2-15 medium-density multiple-family residential zoning classifications encompass lands devoted to medium-density multiple-family residential purposes, together with such uses as may be necessary or are normally compatible with residential surroundings.

(1) *Permitted uses.*

a. Permitted uses are as follows:

Multifamily dwellings.

Duplexes.

Resort dwellings.

Single-family attached dwellings, in accordance with the development standards in the single-family attached residential zoning classifications.

Single family dwellings up to the allowable density limitation of the zoning classification. For the purposes of setback and spacing requirements, such single family dwellings shall be co-principal buildings. Additional multiple-family dwellings are permitted on the parcel if all units comply with the density limits.

Parks and public recreational facilities.

Private golf courses.

Foster homes.

Sewer lift stations.

b. Permitted uses with conditions are as follows (see division 5, subdivision II, of this article):

Group homes, levels I and II, subject to the requirements set forth in section 62-1835.9.

Preexisting use.


Private parks and playgrounds.

Temporary living quarters during construction of a residence.

# Consistency

- AS shown in the staff report, this is consistent with the comprehensive plan
- It is also compatible as this property has been there as it is for years

# Other end of South and North Court has Multifamily Zoning

 Brevard County GIS Open Data Hub

**Zoning and Future Land Use Web App**

 Authoritative

**Private Member**


Brevard County, Board of County Commissioners

## Summary

Zoning and Future Land Use Interactive Map

[View Full Details](#)

## Details

 **Application**


Web Mapping Application

 **February 8, 2023**

Date Updated

 **February 15, 2017**

Published Date

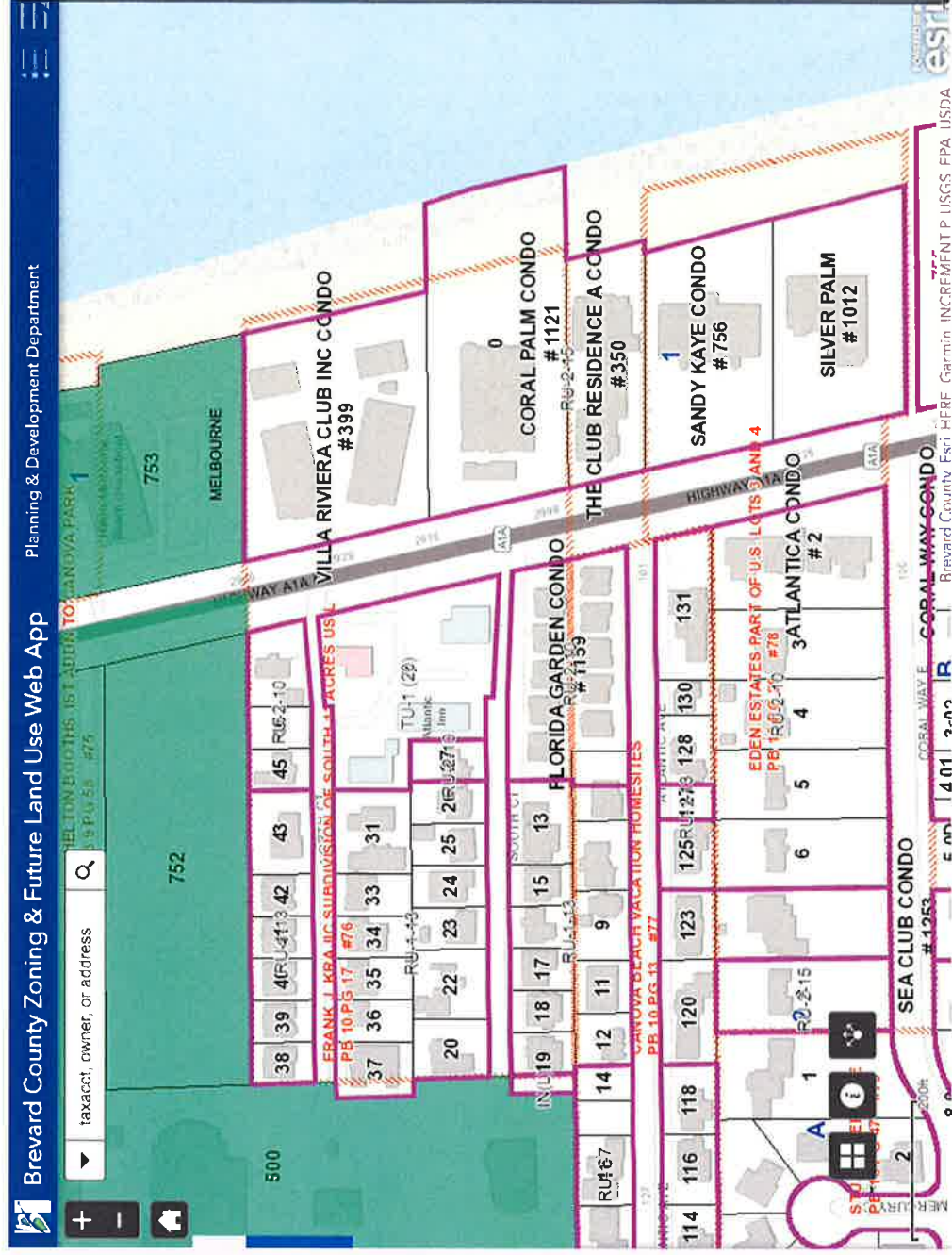
 **Public**

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Request permission to use

 [Sign In](#)





# No Redevelopment; Property is Staying the Same – Long Term Leased

## Non-Managed Residential Lease

THIS LEASE AGREEMENT between, hereinafter “Landlord/Manager” Nash Cole, and

Micheal M [REDACTED], hereinafter “Tenant(s)”.

Landlord/Manager leases to the Tenant and the Tenant rents from the Landlord/Manager a residential dwelling located at 29 SOUTH CT INDIALANTIC FL 32903 hereinafter “Premises”. Witnessed that in consideration of rental below specified and then covenants and to herein stipulated the parties agree to the following:

1. **TERM.** Rental of the Premises for a ~~12~~<sup>5</sup> month term beginning on the 1st day of January, 2023 and ending on the **31st** day of May, 2023 at midnight.

**From:** Bob Jones  
**To:** Jones, Jennifer  
**Subject:** ID # 23Z00026  
**Date:** Tuesday, May 30, 2023 6:55:23 PM

---

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Please know I disagree with the requested zoning changes as higher density causes a multitude of other support problems. Sincerely : Robert D Jones - Jones family trust

Sent from my iPhone

**From:** [Stern, Danielle](#)  
**To:** [Jones, Jennifer](#)  
**Subject:** FW: Airbnb  
**Date:** Wednesday, May 31, 2023 12:32:20 PM

---

Please add to record. A few more coming...

**From:** Robert Pope <rlpope1@gmail.com>  
**Sent:** Friday, May 19, 2023 8:08 AM  
**To:** Stern, Danielle <danielle.stern@brevardfl.gov>  
**Subject:** Fwd: Airbnb

**[EXTERNAL EMAIL]** DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

----- Forwarded message -----

From: **Robert Pope** <[rlpope1@gmail.com](mailto:rlpope1@gmail.com)>  
Date: Thu, May 18, 2023 at 6:49 PM  
Subject: Airbnb  
To: <[GreatMazings@gmail.com](mailto:GreatMazings@gmail.com)>

[danielle.stern@brevardfl.gov](mailto:danielle.stern@brevardfl.gov)

As a Resident Of S. Court Indialantic , I Crystal Perry  
am **opposed** to Airbnb,-----Hearing currently scheduled for 6/12 P&Z  
and 7/13 BCC (commissioners). It is application 23Z00026, Mina St LLC  
(W. Nathan Meloon, Esq.). RU-1-13 to RU-2-10.

Regards **Crystal**

--  
Regards, Robert

**From:** [Stern, Danielle](#)  
**To:** [Jones, Jennifer](#)  
**Subject:** FW: South Court Indialantic FL 32903  
**Date:** Wednesday, May 31, 2023 12:33:20 PM

---

For the record

-----Original Message-----

From: leah <fordhamleah@gmail.com>  
Sent: Monday, May 8, 2023 6:52 PM  
To: Stern, Danielle <danielle.stern@brevardfl.gov>  
Subject: South Court Indialantic FL 32903

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Dear Ms. Stern,

I am writing to confirm that the business of Air BNB, is not in keeping with code enforcement laws for South Court, Indialantic FL 32903? We are Florida natives, and 25 year residents on this street, of what used to be very tight knit neighbors who had respect for each others' space, families and properties, (with one exception). It is obvious by the turn over of people living, renting, staying at 29/31 South Court that the owner is running and AirBnB, but more importantly, exhibits disrespect for other residents.

While the beautification of the structure is appreciated, the noise, and traffic is not.

We really don't care what a homeowner does with their property, no matter how tacky it may look to others, but having renters on this tiny, barely two-lane narrow street without sidewalks from East to West, is already undesirable, much less short-term vacationers.

They simply disregard, have no common sense, or chose not to learn, basic safety for themselves, or the street's residents, and eventually become a nuisance:

1. Speed limits and basic precautions are not followed by renters, even though it's posted at 20 mph. This is still too fast when there are children who walk from A1A from the bus stop to their homes, and elderly residents going to and from their mail boxes. A renter threw his car into reverse without looking behind him and hit me as a pedestrian while walking my dog in December of 2021. I fortunately suffered recoverable injuries, and that renter has moved on, though I still have visible laceration scars. He was not savvy enough nor understanding enough to understand how to drive on this little street.
2. Renters who stay for sometimes as little as 3 weeks, and come in numbers, with multiple cars, are forced to park on the street vs the driveways, forcing residents coming and going to and from jobs, into a head-on driving position in the street, and they impede waste removal trucks from backing down the street. Waste Management drivers already have to back down the street from A1A, because there is no where for them to turn such large trucks around.
3. Tourists in "resort" or "vacation" mode are impervious to the daunting turn required to enter and exit the street onto and off of A1A, and are often found walking (or on a bike, skateboard or the like), in the road. The view of South Court when turning onto the street from the North, is completely blocked by the fence at the Atlantic Inn. Residents understand how dangerous this spot is and we avoid stopping, parking, standing or walking in that space. Likewise, the renters are found standing in the middle turn lane on A1A thinking it's a safe place to be while waiting for opposing traffic to cross to the beach. I realize residents do the same, but it's an accident waiting to happen, and they are always in the cross walk, and in the way of rush hour residents trying to leave or return from jobs.
4. Most importantly, some of them exhibit a blatant disrespect of long-time residents who need to sleep at night, to wake early for work in the am, with late night parties and undesired noise. Granted, vacationers deserve to be in an

area where they can stay up all night if they like, but this little residential street is not it. The West end of South Court is owned by Holy Name of Jesus Catholic church, and houses the rectory for their priests, who recently erected a gate across their drive because of traffic cutting through their property to leave the street. This was a go to for residents for years, if there was a downed tree or power line, or no way to leave the street after a hurricane. The Air BnB traffic ended that.

5. Again, the activity that has taken place in the duplex at 29 and 31 South Court since it came under new ownership, has forced multiple residents from 10 to 28 South Court to call upon law enforcement, and is perceived as retaliation from the owner of that property, who is clearly mad that he got caught running an Air BnB on that property against code. He has targeted the next door neighbor as the reporter, though there is not a single long-term resident who hasn't called the Sheriff's Department about the riff raff going on at that end of the road. We contend with plenty of drug addicts and drunk drifters in this area day to day, not to put up with issues from our new neighbors.

Thank you for your time and for upholding coding rules.

Leah and Tifton Fordham

**From:** [Leah Fordham](#)  
**To:** [Jones, Jennifer](#)  
**Subject:** Re: Contesting rezoning South Court; Indialantic FL ID 23Z00026  
**Date:** Sunday, June 4, 2023 6:10:07 AM

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[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

> On Jun 3, 2023, at 17:21, leah <[fordhamleah@gmail.com](mailto:fordhamleah@gmail.com)> wrote:

>

>

> RE: Contesting rezoning South Court; Indialantic FL

> ID # 23Z00026

>

> Dear Jennifer,

>

> Correction: I am writing to contest rezoning 29 and 31 South Court; Indialantic, FL 32903.

>

> We are Florida natives, and 25 year residents on South Court in Indialantic. It is obvious by the turn over of people living, renting, staying at 29/31 South Court that the owner is running an AirBnB, but more importantly, exhibits disrespect for other residents.

>

> While the beautification of the structure is appreciated, the noise and traffic are not.

>

> Having long-term renters on this tiny, barely two-lane narrow street without sidewalks from East to West, is already undesirable, much less short-term vacationers.

>

> They simply disregard, have no common sense, or chose not to learn basic safety for themselves, nor the street's residents, and eventually become a nuisance:

>

> 1. The speed limit and basic traffic precautions are not followed by renters. Even though it's posted at 20 mph, this is still too fast when there are children present, who walk from the bus stop to their homes, and elderly residents going to and from their mail boxes. A renter threw his car into reverse without looking behind him and hit me -as a pedestrian while walking my dog- in December of 2021. I fortunately suffered recoverable injuries, though I still have visible laceration scars. That renter has moved on. He was simply not savvy enough to drive on this narrow street.

>

> 2. Renters who stay for sometimes as little as 3 weeks, and come in numbers with multiple cars, are forced to park on the street vs driveways, forcing residents coming and going, to and from jobs, into a head-on driving position in the street, and they impede waste removal trucks from backing down the street. Waste Management drivers already have to back down the street from A1A, because there is no where for them to turn the large trucks around.

>

> 3. Tourists in "resort" or "vacation" mode are impervious to the daunting turn required to enter and exit the street onto and off of A1A, and are often found walking (or on a bike, skateboard or the like) in the road. The view of South Court when turning onto the street from the North, is completely blocked by the fence at the Atlantic Inn. Residents understand how dangerous this spot is and we avoid stopping, parking, standing or walking in that space.

>

> 4. Most importantly, some of them exhibit a blatant disrespect of long-time home owners and other, more permanent residents, who need to sleep at night, to wake early for work in the am, with late night parties and undesired noise. Vacationers deserve to be in an area where they can stay up all night if they like, but this little residential street is not it. The West end of South Court is owned by The Holy Name of Jesus Catholic Church, and serves as the rectory for their priests, who recently erected a gate across their drive because of traffic cutting through their property to leave the street. This had been a an alternate way to exit the street for residents for years, in the event of a downed tree or power line after a hurricane that blocked access to A1A. Some of us work in health care

and have to show up at the hospital during and after a storm. The abuse of that western exit by Air BnB traffic has ended that.

>

> 5. Again, the activity that has taken place in the duplex at 29 and 31 South Court since it came under new ownership, has forced multiple residents from 10 to 28 South Court to call upon law enforcement, and is now perceived as retaliation from the owner of that property, who is clearly mad that he got caught running an Air BNB on the property against code. He has targeted the next door neighbor as the reporter, though there is not a single long-term resident who hasn't called the Sheriff's Department about the riff-raff going on at that end of the road. We contend with plenty of drifters in this area day to day, not to put up with issues from our new neighbors.

>

> Thank you for your time and for upholding coding rules.

>

> Leah Fordham 321-960-2486 19 South Court, Indialantic, FL 32903

>

**From:** [John Fordham](#)  
**To:** [Jones, Jennifer](#)  
**Subject:** Contesting the potential rezoning of 29/31 South Court in Indialantic, ID# 23Z00026  
**Date:** Tuesday, June 6, 2023 2:02:09 PM

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**[EXTERNAL EMAIL]** DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Dear Jennifer,

I am writing to contest rezoning 29 and 30 South Court in Indialantic, FL 32903.

My wife and I are Florida natives, and 25-year residents on South Court. It's obvious by the increased traffic of various people staying at 29/31 South Court that the owner is running an AirB&B or similar establishment. He's also previously verbalized when he bought the property that it's a short-term rental despite an understanding that this is illegal. Surprisingly he has become a troublemaker and continues to be disrespectful to neighborhood residents.

The renovated property is much improved over the last couple of years but the increased traffic zooming up and down the street, along with several loud late-night incidents, are not only disruptive, but dangerous to long-term residents of the street.

This is a narrow street without contiguous sidewalks making navigation tricky for those who live here, much less short-term vacationers who commonly disregard, or chose not to learn the traffic flow of the street, or the presence of numerous children playing in the area, and so they become dangerous in their actions and inactions.

1. The speed limit and basic traffic precautions are not followed by renters. Despite signs posted at 20 mph, it's still too fast for this narrow street. One example is a renter threw his car into reverse (to avoid a cyclist on the sidewalk) without looking behind him at the end of the street and hit my wife while walking our dog in 2021. She recovered from her injuries, but scars and some dysfunctions remain. That renter moved on but was quickly replaced with another ignorant short-term renter.

2. Renters who stay for a week or two, often arrive in multiple cars, forcing them to illegally park on the street vs driveways, forcing residents coming and going to work, into a head-on driving position on the street. Also, every Monday, Tuesday and Thursday, Waste Management drivers, must dangerously back down the street from A1A, (often early in the morning with kids walking to the bus stop) since there is nowhere to turn around the large truck.

3. These short-term renters are impervious to the dangerous turn required to enter and exit the street onto and off A1A and are often found walking in the road. The view of South Court when turning onto the street from the North, is completely blocked by the fence at the Atlantic Inn. Residents understand the perils of this spot and we avoid stopping, parking, standing or walking in what we call the "death zone".

4. Vacationers deserve an area where they can stay up all night if they like, but this tight residential street is not it. The West end of South Court is owned by Holy Name of Jesus Catholic Church, and recently they erected a gate across their drive because of the increased traffic cutting through their property to leave the street. This had been an alternate way to exit the street for years, usually after a hurricane when trees fall and block access to A1A. This was very convenient for my wife and I when working in the hospital since we had to show up during and after the storm. The actions and behaviors of 29/31 South Court ended that.

5. The activity at the 29/31 South Court duplex since it was sold, has forced multiple street residents to call upon law enforcement. The owner has had altercations with his next-door neighbors and has been heard making negative comments when walking past our property, and surveillance cameras, making me think some sort of altercation is in



our future. Any threatening behavior will not be tolerated.

Thank you for your time and for upholding coding rules.

John Fordham 321-961-2486, 19 South Court, Indialantic, FL 32903

**From:** [Stern, Danielle](#)  
**To:** [Jones, Jennifer](#)  
**Subject:** FW:  
**Date:** Wednesday, May 31, 2023 12:35:31 PM  
**Attachments:** [Airbnb at 29 or 31 South Court Indialantic Fl. 32903 .mp4](#)

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Please add to record..

The recording is revving motorcycle by Mr. Nash to upset the neighbors.

**From:** Michael Justice <michaeljustice3000@aol.com>  
**Sent:** Monday, May 8, 2023 2:36 PM  
**To:** Stern, Danielle <danielle.stern@brevardfl.gov>  
**Subject:**

**[EXTERNAL EMAIL]** DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

I Michael Justice currently a resident at 25 S. Court Indialantic ,  
am **opposed** to Item currently scheduled for 6/12 P&Z and 7/13 BCC  
(commissioners). It is application 23Z00026, Mina St LLC (W. Nathan  
Meloan, Esq.). RU-1-13 to RU-2-10.  
See Attached Video  
Regards, M.Justice

Michael Justice  
[michaeljustice3000@aol.com](mailto:michaeljustice3000@aol.com)

**From:** [Heather DeVries](#)  
**To:** [Jones, Jennifer](#)  
**Subject:** Contesting rezoning of 29/31 South Ct; Indialantic FL - Request ID # 23Z00026  
**Date:** Wednesday, June 7, 2023 10:07:05 PM

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**[EXTERNAL EMAIL]** DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

RE: Contesting rezoning of 29/31 South Ct; Indialantic FL - Request ID # 23Z00026  
In lieu of attending the June 12, 2023 meeting in person, please accept our letter:

Dear Brevard County Planning & Zoning Board

c/o Jennifer Jones,

Hello. We are writing to oppose the rezoning request of Mina St LLC for their property at 29/31 South Court; Indialantic, FL 32903 from single family RU-1-13 to multi-family RU-2-10; thus opening up the possibility of short term overnight/weekend/under 90-day rentals (aka AirBNB for example), which is against the current code. Residents of South Ct and our street, North Ct, both appreciate and abide by the current minimum of a 90-day stay for seasonal rentals, under the RU-1-13 code.

The scope of this neighborhood is truly a single family residential setup – not a vacation setup at all. There are many long term homeowners here because it is such a unique neighborhood. Both streets end in a dead end, so there is very limited traffic beyond the residents themselves. There is a lot of foot traffic being so close to the beach, so when a seasonal renter comes in (90-days or more) they have generally gotten to know some of the neighbors, and at minimum have shown respect for this community – some of them continue to come every year and we welcome their presence. The homeowners of the seasonal properties on our streets have also reached out to us occasionally and made it known that they care about this area; some even stay here in the off season. They indicate to their tenants some of the “rules” about late night disruptions and speeding/parking etiquette, blocking mailboxes, trash, etc...and we can appreciate that.

Some short term (overnight or weekend) rentals have operated here illegally in the past; and your office has a record of these (because it shut them down). The short term rental issues have included speeding, burnouts in the street, overflow parking blocking mail deliveries and trash pickup, safety in general, late night noise and parties, and a general disregard for the permanent residents... but again; your office already has a record of all of these complaints in the past, so we will speak about the present. We recently had to ask them at 29/31 South Ct to stop revving a motorcycle super loudly into the late hours of the night, way beyond any acceptable time to be “working” on one. It was near midnight. We did not know who were dealing with, so that only added to the level of concern that night. We have always shared a fence with the 29/31 property and have gotten to know all of the previous occupants to some degree. Not now, as it is a revolving door there.

We hope the current RU-1-13 zoning can continue to be enforced as it stands. We

have school age children living here, so their safety is always a concern. There are a number of other children who walk to the bus stop and play on the streets every day on South Ct and here on North Ct. Having "strangers" in and out constantly is not safe and was not an issue when we decided to build our home here. My husband built his first home at 27 North Ct in 1995, and in 2008 we built this one across the street from it at 28 North Ct to raise our family here. We have lived at this end of North Ct for over 27 years and love it.

Our main concern is: we do not want the comfort and peaceful presence of our little RU-1-13 neighborhood to be disrupted by the constant turnover of a short term rental and the issues listed above. The county already has a rule in place for this type of property use; we are NOT zoned for it here; and it seems odd that it is even being considered this far from A1A and this far from the other vacation zoned areas.

Approving their request will not be good for this neighborhood and its current residents; it will only be good for one person's financial gains and his blatant disregard for us - a community which he "sells" to get people to come and stay at his property ~ in one of the most casual nice neighborhoods near the beach in Indialantic.

Please carefully consider how this will affect our small-town unique neighborhood and its families when you decide our future for this request from an LLC - not a resident - and their infinite supply of non-resident occupants.

Thank you.

Sincerely,

Heather & Chris DeVries  
28 North Ct Indialantic FL 32903  
321-626-0388 [heatherdevries321@gmail.com](mailto:heatherdevries321@gmail.com)

Heather DeVries  
321-626-0388  
[heatherdevries321@gmail.com](mailto:heatherdevries321@gmail.com)

**From:** [Stern, Danielle](#)  
**To:** [Jones, Jennifer](#)  
**Subject:** FW: South Court rezoning  
**Date:** Wednesday, June 7, 2023 3:50:15 PM

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**From:** Robert Pope <rlpope1@gmail.com>  
**Sent:** Wednesday, June 7, 2023 3:43 PM  
**To:** Stern, Danielle <danielle.stern@brevardfl.gov>  
**Subject:** Fwd: South Court rezoning

**[EXTERNAL EMAIL]** DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Regards, Robert

----- Forwarded message -----

**From:** Leah Fordham <[fordhamleah@gmail.com](mailto:fordhamleah@gmail.com)>  
**Date:** Tue, Jun 6, 2023 at 11:15 AM  
**Subject:** Fwd: South Court rezoning  
**To:** <[RLPope1@gmail.com](mailto:RLPope1@gmail.com)>

Begin forwarded message:

**From:** Leah Fordham <[fordhamleah@gmail.com](mailto:fordhamleah@gmail.com)>  
**Date:** June 6, 2023 at 06:57:34 EDT  
**To:** Ben Cabrera <[bentcabrera@gmail.com](mailto:bentcabrera@gmail.com)>  
**Subject: Re: South Court rezoning**

Hi Ben -

Would you mind if I shared your email with my neighbors (who 100% agree)? I shared mine with them so they have content references. Yours combines personal and business points that are easily championed. (Might help them draft their own well written version).

Thanks again, Leah

On Jun 5, 2023, at 17:21, Ben Cabrera <[bentcabrera@gmail.com](mailto:bentcabrera@gmail.com)> wrote:

Thanks Leah. I was around for the motorcycle incident. I was the second one to come out and yell out them to shut the fuck up. I wasn't sure what was going on there but it was pretty obnoxious. I saw they still have the listing up on VRBO but I couldn't find it on AirBNB. The code enforcement guy I dealt with a few years ago was great. His name was Steve Novak. He shut it down really quick. We had all kinds of issues for years but finally have some good people living in Ray's old house. Sure wish I would have bought it from him for the \$200k he offered it to me for.....Could a shoulda....

On Mon, Jun 5, 2023 at 5:03 PM Leah Fordham <[fordhamleah@gmail.com](mailto:fordhamleah@gmail.com)> wrote:

I plan to expound on all of those points you list about that hotel. I spent two solid years calling Deputy Sherriff Kevin Roberts and Wayne Ivey about the bike chop shop, and I physically caught a woman (by her pony tail) who broke into 11 homes (she couldn't get into ours but rearranged my our door rugs and potted plants). She's finally off the streets and in jail for a while. She was the "gatherer" for the drug dealer "valuables pickup".

I believe your mom, or mother in law, saw the dealer in the dumpster as she walked one of your children, and wound up over here to talk with us about it.

We're on board to protect these children. Our son grew up here and stood at the bus stop 3 days a week. I'm a pediatric/adolescent trauma nurse.

So please reach out if you need our back up on any of this mess!



Thanks again for your thoughtful letter.

L

On Jun 5, 2023, at 16:49, Leah Fordham  
<[fordhamleah@gmail.com](mailto:fordhamleah@gmail.com)> wrote:

Hi Ben,

This is beautiful. Thanks. We appreciate you, Heather and Chris, and anyone willing to make a statement. I had no idea you were contending with the same on North Court. We would've come to your side on that as well. Heather filled us in this weekend.

What really makes me want to contest this one, is the owner (who's name is Nash), of that property has become a real jerk and has basically harassed, physically charged at, and threatened the next-door neighbor (right behind you. ) They threw a big party a few weeks ago and had a motorcycle, revving the engine at high decibels down there, and then drove down to do the same in front of my house for whatever reason- it was late at night and I was here by myself. I don't appreciate the aggressiveness. This is his retaliation for being caught running an Airbnb against Code. The renters are actually quite pleasant. They just don't know not to speed and don't know how to drive, park nor walk up and down the street.

I'm going try my best to make it to the second hearing.

Thanks again. Leah

On Jun 5, 2023, at 12:21, Ben Cabrera  
<[bentcabrera@gmail.com](mailto:bentcabrera@gmail.com)> wrote:

Hey Leah,

This is Ben Cabrera from 24

North Court (big guy with all the kids).

Heather sent me your letter and the notice. I guess I missed it in the mail. Thank you for writing it and getting involved. Are you guys gonna go to the hearing? I'll try but not sure if work will allow for it. I wrote a letter as well and will be sending it to Jennifer today, see my letter below. Isn't the house to the west of the 2 story an AirBnB as well? What a mess but I am here to fight with you guys. We had to deal with it at 22 N. Ct for years but things have finally settled down. It is a complete waste of time that they are even allowing this person to try to rezone. The property appraiser website for Bob's house had a weird use as

multiple units converted  
which I don't quite  
understand so they may be  
trying to use that to get  
their foot in the door for  
the revised zoning with  
that. I didn't even realize  
that Jeanine had sold the  
rest of it.

RE: Contesting rezoning South  
Court; Indialantic FL  
ID # 23Z00026

Dear Jennifer,

Correction: I am writing to contest  
rezoning 29 and [31 South Court;  
Indialantic, FL 32903](#).

The proposal to rezone the property at  
29 and 31 South Court to multi-family  
is absurd and would set a precedent  
that will destroy the fabric of our  
community. North Court and South  
Court are 2 very short and narrow  
dead end streets made up of single  
family homes. This neighborhood has  
been here and functioning as homes  
for working class families since the  
1950's. Many of the families on both  
streets have been living here for 20-  
30 years. We have started our  
families here and raised our children  
here.

I started my family on North Court 12  
years ago. I was born in Melbourne as  
well as my wife and four children. We  
love our street and we love our  
neighbors. We do have to share our  
area and beaches with a large  
number of tourists and non-residence  
due to our proximity to the large hotels

(Radisson, Hilton, Crown Plaza) This is difficult at times because of the lack of care some visitors show towards our streets and environment but we chose to live here and we have the buffer of A1A that keeps the tourism out at the beach and on the busy highway and away from our homes for the most part. This buffer is critical in raising my family in a safe environment.

The buffer begins at the properties along State Road A1A. Much of A1A has multi family zoning in the property that fronts A1A and then switches over to single family residential beyond the A1A front property. The development that spans from south court to Atlantic Avenue along A1A is an excellent example of how to develop this buffer zone. The developer built 5 single family townhomes on south court and 5 single family townhomes along Atlantic. Many of the residents are long term owners that live in the property all year and work in our community. This development creates a buffer to the tourism and traffic while still allowing for neighbors and community.

Unfortunately, we are not as lucky with the A1A front property that spans from North Court to South Court. We have the TU-1 General Tourist Commercial zoning for the buffer property. This property is home to The Atlantic Inn, aka "Heroin Hotel". This nightly/weekly/monthly motel is home to nightly vacationers and weekly/monthly drug dealers and users. The drug dealers draw in an unwanted community of thieves and addicts that have stolen from us and made my children fearful to wait at their bus stop and get off the bus. In addition to the safety of my children, the legitimate vacationers are constantly littering our beaches with trash and loud music. This is a great example of zoning that has gone wrong. Nevertheless, it is zoned for a motel so we live with it and protect our community every way we can. I apologize for the rant on the motel



since it is sort of conforming but the weekly price point to stay at the motel is not far off from some of the AirBNB's in the area and this zoning change would bypass our buffer zone.

(This is another rant but I would like it on the record as well.) The only component to this property that could bring value to our community is the restaurant. It was the former home to Papa Gallo's for years and has since become Cuban Island Restaurant. The restaurant provides for a more walkable community and in theory would provide "eyes on the street" for some of the seedy characters from the motel. However, it too has become a burden on our streets due to the dumpster that is set in the public right of way on north court that always smells awful and the lid is always open despite our constant requests to close the lid and relocate the dumpster elsewhere on the site (maybe over the swimming pool that was filled in with dirt a few years ago. In addition to the dumpster, the motel paved over a convenience swale that is in the right of way on North Court and blocked off the pipe that should bring the storm water to a green area. They now use this area within the right of way for employee parking. Now there is a cesspool of stagnant water over the pavement that is filled with trash. The hood from their commercial kitchen drips grease down the roof, into a gutter and down a downspout which then runs directly into the ponding water. We have contacted the county about all of these issues and nothing has been done.

Over the years I have watched the Florida Real Estate crash and boom begin to tear away at our community. The homes on our street that have been sold over the past several years have all been purchased on speculation by corporations that are renting them out as long term rentals and in some cases illegal short term vacation rentals.

This hit way too close to home for us when the house next door to us at 22

north court sold to an LLC in 2018. The owner's renovated it and told us they were flipping it. I had concerns that they were converting it into a vacation rental and informed them a short term rental would be a non-conforming use. They assured me that would not be the case. The day after the yearlong renovation was complete, 4 cars with out of state plates showed up and were partying until 4am directly adjacent to my 2 year old twin boys bedroom window. I went on Air BNB and sure enough, it was listed and booked for months. After 2 weeks of random strangers showing up and partying into the early hours of the morning, I notified Brevard County Code Enforcement and Officer Novak showed up and shut it down. The owner's complied for the most part with a few exceptions during tourist season. They began renting it out for the 90 day minimum requirement that is allowed in the RU-1-13 Single Family Zoning. This made things much better for our family. It wasn't perfect by any means. Some of the people were cool and some of them sucked horribly but we had to live with it because that was what the zoning in our neighborhood allowed. Since then, the owner has had her house trashed so many times by the 90 day renters that she has switched over to 1 year lease tenants. This is much better. Sometimes the tenants will actually engage with our community and become neighbors instead of treating us no different than the asphalt bringing them to their tenement.

We want neighbors in our community. We want friends and people that become family. We don't want short term rentals on our street. They do not care about our neighborhood or the people that live here. They are here to party and get loaded and have a sense of entitlement to do so based on the exorbitant amount of money they paid to stay on our street for a few days. This zoning change would create a terrifying precedent that could completely destroy our community.

In addition, Per Sec. 62-1372.5.c.1, the existing structure does not appear to meet the Principal Structure 25' front setback required for RU-2-10 Medium Density Zoning.

29/31 South Court is at the end of the street. All of the structures between it and the buffer zone fronting A1A are all Single Family Homes, Zoned RU1-13 and our being used as such. This zoning change would allow a private corporation to operate a business that would otherwise be a non-confirming use to all of their surrounding neighbors on North Court, South Court, and beyond. This is our home and our community. We don't have a gate but we do have zoning laws that were established to protect us from this crap. Please protect our little pocket neighborhood and the people that call it home.

Ben Cabrera  
24 North Court

Ben Cabrera, Architect, NCARB

*Principal*

**bENT studio inc**

FL reg. #AR98788

*President*



270 East Drive, Suite B

Melbourne, FL 32904

c(321)684-8222 f(321)952-9600

Ben Cabrera, Architect, NCARB

*Principal*

**bENT studio inc**

FL reg. #AR98788

*President*



270 East Drive, Suite B

Melbourne, FL 32904

c(321)684-8222 f(321)952-9600



**From:** [Stern, Danielle](#)  
**To:** [Jones, Jennifer](#)  
**Subject:** FW: Contesting the potential rezoning of 29/31 South Court in Indialantic, ID# 23Z00026  
**Date:** Wednesday, June 7, 2023 3:52:20 PM

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This is the other one that you may have already received.

**From:** Robert Pope <rlpope1@gmail.com>  
**Sent:** Wednesday, June 7, 2023 3:44 PM  
**To:** Stern, Danielle <danielle.stern@brevardfl.gov>  
**Subject:** Fwd: Contesting the potential rezoning of 29/31 South Court in Indialantic, ID# 23Z00026

**[EXTERNAL EMAIL]** DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Regards, Robert

----- Forwarded message -----

**From:** Leah Fordham <[fordhamleah@gmail.com](mailto:fordhamleah@gmail.com)>  
**Date:** Wed, Jun 7, 2023 at 7:15 AM  
**Subject:** Fwd: Contesting the potential rezoning of 29/31 South Court in Indialantic, ID# 23Z00026  
**To:** <[RLPope1@gmail.com](mailto:RLPope1@gmail.com)>

Tifton's email to county code. He expounded upon mine.

Begin forwarded message:

**From:** John Fordham <[tiftonfordham@gmail.com](mailto:tiftonfordham@gmail.com)>  
**Date:** June 6, 2023 at 14:02:05 EDT  
**To:** [jennifer.jones@brevardfl.gov](mailto:jennifer.jones@brevardfl.gov)  
**Subject:** Contesting the potential rezoning of 29/31 South Court in Indialantic, ID# 23Z00026

Dear Jennifer,

I am writing to contest rezoning 29 and 30 South Court in Indialantic, FL 32903.

My wife and I are Florida natives, and 25-year residents on South Court. It's obvious by the increased traffic of various people staying at 29/31 South Court that the owner is running an AirB&B or similar establishment. He's also previously verbalized when he bought the property that it's a short-term rental despite an understanding that this is illegal. Surprisingly he has become an troublemaker and continues to be disrespectful to neighborhood residents.

The renovated property is much improved over the last couple of years but the increased traffic zooming up and down the street, along with several loud late-night incidents, are not only disruptive, but dangerous to long-term residents of the street.

This is a narrow street without contiguous sidewalks making navigation tricky for those who live here, much less short-term vacationers who commonly disregard, or chose not to learn the traffic flow of the street, or the presence of numerous children playing in the area, and so they become dangerous in their actions and inactions.

1. The speed limit and basic traffic precautions are not followed by renters. Despite signs posted at 20 mph, it's still too fast for this narrow street. One example is a renter threw his car into reverse (to avoid a cyclist on the sidewalk) without looking behind him at the end of the street and hit my wife while walking our dog in 2021. She recovered from her injuries, but scars and some dysfunctions remain. That renter moved on but was quickly replaced with another ignorant short-term renter.
2. Renters who stay for a week or two, often arrive in multiple cars, forcing them to illegally park on the street vs driveways, forcing residents coming and going to work, into a head-on driving position on the street. Also, every Monday, Tuesday and Thursday, Waste Management drivers, must dangerously back down the street from A1A, (often early in the morning with kids walking to the bus stop) since there is nowhere to turn around the large truck.
3. These short-term renters are impervious to the dangerous turn required to enter and exit the street onto and off A1A and are often found walking in the road. The view of South Court when turning onto the street from the North, is completely blocked by the fence at the Atlantic Inn. Residents understand the perils of this spot and we avoid stopping, parking, standing or walking in what we call the "death zone".
4. Vacationers deserve an area where they can stay up all night if they like, but this tight residential street is not it. The West end of South Court is owned by Holy Name of Jesus Catholic Church, and recently they erected a gate across their drive because of the increased traffic cutting through their property to leave the street. This had been an alternate way to exit the street for years, usually after a hurricane when trees fall and block access to A1A. This was very convenient for my wife and I when working in the hospital since we had to show up during and after the storm. The actions and behaviors of 29/31 South Court ended that.
5. The activity at the 29/31 South Court duplex since it was sold, has forced multiple street residents to call upon law enforcement. The owner has had altercations with his next-door neighbors and has been heard making negative comments when walking past our property, and surveillance cameras, making me think some sort of altercation is in our future. Any threatening behavior will not be tolerated.

Thank you for your time and for upholding coding rules.

John Fordham 321-961-2486, 19 South Court, Indialantic, FL 32903

RE: Contesting rezoning South Court; Indialantic FL  
ID # 23Z00026

Dear Jennifer,

Correction: I am writing to contest rezoning 29 and 31 South Court; Indialantic, FL 32903.

The proposal to rezone the property at 29 and 31 South Court to multi-family is absurd and would set a precedent that will destroy the fabric of our community. The sole purpose of rezoning the property is to allow the owner to legally operate the single family home as a short term vacation rental. This is evidenced by the current VRBO posting attached to this email that makes no mention of a minimum stay for guests. North Court and South Court are 2 very short and narrow dead end streets made up of single family homes. This neighborhood has been here and functioning as homes for working class families since the 1950's. Many of the families on both streets have been living here for 20-30 years. We have started our families here and raised our children here.

I started my family on North Court 12 years ago. I was born in Melbourne as well as my wife and four children. We love our street and we love our neighbors. We do have to share our area and beaches with a large number of tourists and non-residence due to our proximity to the large hotels (Radisson, Hilton, Crown Plaza) This is difficult at times because of the lack of care some visitors show towards our streets and environment but we chose to live here and we have the buffer of A1A that keeps the tourism out at the beach and on the busy highway and away from our homes for the most part. This buffer is critical in raising my family in a safe environment.

The buffer begins at the properties along State Road A1A. Much of A1A has multi family zoning in the property that fronts A1A and then switches over to single family residential beyond the A1A front property. The development that spans from south court to Atlantic Avenue along A1A is an excellent example of how to develop this buffer zone. The developer built 5 single family townhomes on south court and 5 single family townhomes along Atlantic. Many of the residents are long term owners that live in the property all year and work in our community. This development creates a buffer to the tourism and traffic while still allowing for neighbors and community.

Unfortunately, we are not as lucky with the A1A front property that spans from North Court to South Court. We have the TU-1 General Tourist Commercial zoning for the buffer property. This property is home to The Atlantic Inn, aka "Heroin Hotel". This nightly/weekly/monthly motel is home to nightly vacationers and weekly/monthly drug dealers and users. The drug dealers draw in an unwanted community of thieves and addicts that have stolen from us and made my children fearful to wait at their bus stop and get off the bus. In addition to the safety of my children, the legitimate vacationers are constantly littering our beaches with trash and loud music. This is a great example

of zoning that has gone wrong. Nevertheless, it is zoned for a motel so we live with it and protect our community every way we can. I apologize for the rant on the motel since it is sort of conforming but the weekly price point to stay at the motel is not far off from some of the AirBNB's in the area and this zoning change would bypass our buffer zone.

(This is another rant but I would like it on the record as well.) The only component to this property that could bring value to our community is the restaurant. It was the former home to Papa Gallo's for years and has since become Cuban Island Restaurant. The restaurant provides for a more walkable community and in theory would provide "eyes on the street" for some of the seedy characters from the motel. However, it too has become a burden on our streets due to the dumpster that is set in the public right of way on north court that always smells awful and the lid is always open despite our constant requests to close the lid and relocate the dumpster elsewhere on the site (maybe over the swimming pool that was filled in with dirt a few years ago. In addition to the dumpster, the motel paved over a convenience swale that is in the right of way on North Court and blocked off the pipe that should bring the storm water to a green area. They now use this area within the right of way for employee parking. Now there is a cesspool of stagnant water over the pavement that is filled with trash. The hood from their commercial kitchen drips grease down the roof, into a gutter and down a downspout which then runs directly into the ponding water. We have contacted the county about all of these issues and nothing has been done.

Over the years I have watched the Florida Real Estate crash and boom begin to tear away at our community. The homes on our street that have been sold over the past several years have all been purchased on speculation by corporations that are renting them out as long term rentals and in some cases illegal short term vacation rentals.

This hit way too close to home for us when the house next door to us at 22 north court sold to an LLC in 2018. The owner's renovated it and told us they were flipping it. I had concerns that they were converting it into a vacation rental and informed them a short term rental would be a non-conforming use. They assured me that would not be the case. The day after the yearlong renovation was complete, 4 cars with out of state plates showed up and were partying until 4am directly adjacent to my 2 year old twin boys bedroom window. I went on Air BNB and sure enough, it was listed and booked for months. After 2 weeks of random strangers showing up and partying into the early hours of the morning, I notified Brevard County Code Enforcement and Officer Novak showed up and shut it down. The owner's complied for the most part with a few exceptions during tourist season. They began renting it out for the 90 day minimum requirement that is allowed in the RU-1-13 Single Family Zoning. This made things much better for our family. It wasn't perfect by any means. Some of the people were cool and some of them sucked horribly but we had to live with it because that was what the zoning in our neighborhood allowed. Since then, the owner has had her house trashed so many times by the 90 day renters that she has switched over to 1 year lease tenants. This is much better. Sometimes the tenants will actually engage with our

community and become neighbors instead of treating us no different than the asphalt bringing them to their tenement.

We want neighbors in our community. We want friends and people that become family. We don't want short term rentals on our street. They do not care about our neighborhood or the people that live here. They are here to party and get loaded and have a sense of entitlement to do so based on the exorbitant amount of money they paid to stay on our street for a few days. This zoning change would create a terrifying precedent that could completely destroy our community.

In addition, Per **Sec. 62-1372.5.c.1**, the existing structure does not appear to meet the Principal Structure 25' front setback required for RU-2-10 Medium Density Zoning.

29/31 South Court is at the end of the street. All of the structures between it and the buffer zone fronting A1A are all Single Family Homes, Zoned RU1-13 and are being used as such. This zoning change would allow a private corporation to operate a business that would otherwise be a non-confirming use to all of their surrounding neighbors on North Court, South Court, and beyond. This is our home and our community. We don't have a gate but we do have zoning laws that were established to protect us from this crap. Please protect our little pocket neighborhood and the people that call it home.

Ben Cabrera

24 North Court



📍 Melbourne Beach, Brevard County, Florida, United States of America

📅 Check-in

📅 Check-out

👤 Guests

Search

[United States of America](#) / [Florida](#) / [Brevard County](#)

Beautiful 2 Br.  
Duplex\_triplex L-  
(431180) by Houzlet

❤ Save

🔗 Share



\$193 avg/night

ⓘ Add dates for total pricing

Check In	Check Out
Guests	

Check availability

💰 Free cancellation up to 30 days before check-in

**Houzlet**

Contact host

**Property #** 3305940

Report this property



### Know before you go

Check Covid restrictions

[here](#)

[https://apply.joinsherpa.com/  
travel-restrictions?  
affiliateId=vrbo](https://apply.joinsherpa.com/travel-restrictions?affiliateId=vrbo)

## About this rental

Apartment

950 sq. ft

2 bedrooms

2 beds · Sleeps 4

1 bathroom

1 full bath

ABSOLUTEY GORGEOUS 2 bedroom, 1 bath, FULLY REMODELED, Fully furnished, one car garage, washer and dryer plus much more... SPACIOUS LIVING AREA AND ROOMS. 5 minute WALK TO BEACH, with beach toys and boogie boards. Walking distance to RESTARANTS, ENTERTAINMENT, and SHOPPING. 45 minutes to Port Canaveral and Orlando Theme Parks. All utilities, PLUS, HULU and DISNEY INCLUDED. State tax includes a 12% surcharge that will be added to the rent. This Duplex is a one of a kind in the honeypot area of beachside. Please come check it out. DOESNT GET ANY BETTER

for appts . Houzlet publishes listings on Vrbo; which in turn, allows tenants to instantly rent seasonal rentals. Houzlet's properties are managed by licensed real estate agents. Although the property is an instant rental, it's possible there can be another pending application. If the home is not available, we can offer you another suitable option or you can cancel for free.

House Rules.

The refundable policy is as follows:

1. 100% refundable if you cancel 30 days prior to arrival.
2. 100% refundable if the property is not available or you're not approved to rent.
3. Not refundable if you are within 30 days from arrival or if you signed the leased with the Agent (whichever comes first).

Please note this property may require a tenant screening at an extra cost to you. You will be required to sign a lease with the landlord. Security deposit vary and range from USD 500 up to one full month rent that is payable directly to the landlord.

**View less**

Hosted by Houzlet

# Policies

## Cancellation policy

**100% refund of amount payable** if you cancel at least 30 days before check-in.

**50% refund of amount payable** (minus the service fee) if you cancel at least 14 days before check-in.

**No refund** if you cancel less than 14 days before check-in.

Free cancellation deadlines are in the property's timezone.

Learn more about

[cancellation policies](#).

(<https://help.vrbo.com/articles/What-is-the-cancellation-policy>).



*If you have upcoming trips, you can manage or cancel your booking in your traveler account.*

[View upcoming trip \(/traveler/th/bookings\)](#).

**100% refund**

**50% refund**

**No refund**

30 days before check-in

14 days before check-in

Check in

## Damage and incidentals

You will be responsible for any damage to the rental property caused by you or your party during your stay.

## House rules

 **Check in after:** 3:00 PM 

**Check out before:** 11:00 AM

- Children allowed
- No pets
- No events
- No smoking
- Max guests: **4**  
(sleeps up to 4 adults)

## Still have questions?

Get a fast response about property amenities, check-in times, and general questions.

[Chat now](#)

## Amenities

Internet



Air conditioning



Washer & dryer



Parking



No smoking



[View all 14 amenities](#)



# Rooms & beds

Bedrooms: 2 (Sleeps: 4)



Bathrooms: 1



# Map

**Brevard County, Florida,  
United States of America**  
Detailed location provided  
after booking

## What's nearby

1. Paradise Beach

0.6 mi
2. Eau Gallie Beach

0.1 mi
3. Indian Harbor Beach Bea...

0.9 mi
4. Satellite Beach Beach

1.4 mi
5. Historic Rossetter House...

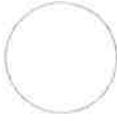
2.7 mi
6. Brevard Art Museum

2.8 mi

# Hosted by Houzlet

Member since 2022

Languages: English



Contact host

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[United States \(https://www.vrbo.com/vacation-rentals/usa\)](https://www.vrbo.com/vacation-rentals/usa) >

[Florida \(https://www.vrbo.com/vacation-rentals/usa/florida\)](https://www.vrbo.com/vacation-rentals/usa/florida) >

[Brevard County \(https://www.vrbo.com/vacation-rentals/usa/florida/brevard-county\)](https://www.vrbo.com/vacation-rentals/usa/florida/brevard-county)

**From:** [Gail](#)  
**To:** [Jones, Jennifer](#)  
**Subject:** ID # 23Z00026  
**Date:** Friday, June 9, 2023 3:14:07 PM

---

**[EXTERNAL EMAIL]** DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Dear Jennifer,

I am writing to contest rezoning 29 and 30 South Court in Indialantic, FL 32903.

My husband and I moved here to retire, and live in peace! We live next to 29 and 30. And as you can see the other e-mail, it has not been pleasant at

at all. And the neighborhood has come together to oppose this zoning.

Thank you in Advance.

Gail Pope

27 South Court

Indiatlantic, Fla

**From:** [Suzanne Dunphy](#)  
**To:** [Jones, Jennifer](#)  
**Subject:** Opposed to Rezoning South Court in Indialantic, ID# 23Z00026  
**Date:** Sunday, June 11, 2023 2:58:15 PM

---

**[EXTERNAL EMAIL]** DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Dear Brevard County Planning and Zoning Board  
c/o Jennifer Jones,

We have been residents of the area for about 14 years and love the little community that exists between North and South Ct. These 2 short dead-end streets still have the community vibe where we know our neighbors, watch out for kids playing in the street, have informal street gatherings randomly, and we help each other out with things such as removing debris after storm damage.

We are opposed to the proposed rezoning of 29 & 31 South Court \*if\* it would allow short term rentals to exist there.

Short term vacationers don't have the same concerns as residents. As residents we must be concerned about things such as getting to work and school on time, getting good sleep, and being able to safely wander along our streets. All the residents know to be quiet at night and to drive super slowly on the streets to allow kids, adults, and pets the freedom to walk safely.

Short term vacationers have different goals and have proven to be a problem in the area. They are too often wanting to party, bring more cars than fit in the small driveways, be loud, and drive too fast on our little narrow streets.

Vacationers came to have a beach party.  
We stay to have beach life.

To be clear, we are not opposed to duplexes or other such medium density residential zones. Nor are we particularly opposed to long term rentals.  
We are opposed to any rezoning changes that make short term rentals possible.

Thank you for hearing our concerns,

Suzanne Dunphy & Will Moore  
27 North Ct, Indialantic, FL 32903  
[sailingsuz@gmail.com](mailto:sailingsuz@gmail.com)



**From:** [Gail](#)  
**To:** [Jones, Jennifer](#)  
**Subject:** ID # 23Z00026  
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Indiatlantic, Fla

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Thank you for hearing our concerns,

Suzanne Dunphy & Will Moore  
27 North Ct, Indialantic, FL 32903  
[sailingsuz@gmail.com](mailto:sailingsuz@gmail.com)

**From:** [Tom Johnson](#)  
**To:** [Jones, Jennifer](#); [Yvette Winia](#)  
**Subject:** FW: Zoning request denial letter  
**Date:** Monday, June 12, 2023 9:18:46 AM

---

**[EXTERNAL EMAIL]** DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

To whom it may concern:

This letter is to describe our total opposition to the changes in our proposed zoning on the end of our quiet small street.

This street is South Court in Brevard County, Indialantic, Florida.

We are, Yvette Winia and Tom Johnson, owners of the property at 28 South Court in Indialantic, Florida.

We note that South Court is a short dead-end street with virtually all single-family homes.

We wish to specifically object to the rezoning of the property at 29 and 31 South Court here in Indialantic, FL.

There is no good reason to potentially raise the number of people that could live here on our quiet dead-end street here in Brevard.

The consequences are real and serious.

For example, this past April at this same location an "unruly gathering" next to the church property and diagonally from our property resulted in:

#### **Construction of party tents and speakers**

##### **An unruly party including:**

- **increased vehicle and pedestrian traffic**
- **guest parking congestion (on public and private property);**
- **late night noise from guests, vehicles, music, fireworks, outdoor tent and loudspeakers**
- **public intoxication and smoking**
- **Motorcycle demonstration and noise contest**
- **trespassing (including unwanted visits from party guests)**
- **in some reported cases, indecent exposure.**

We can barely support the traffic which comes down our tiny dead end street now with turn arounds occurring virtually every day.

We wanted to send this letter to let you know that we are totally opposed to this rezoning endeavor.

It scares us the idea of so many more newly located people might be at the end of our quiet street.

Thank you very much,  
Yvette L. Winia & Tom Johnson  
28 South Court  
Indialantic, FL 32903.

## Non-Managed Residential Lease

THIS LEASE AGREEMENT between, hereinafter "Landlord/Manager" Nash Cole, and

Kelly Verbal, hereinafter "Tenant(s)".

Landlord/Manager leases to the Tenant and the Tenant rents from the Landlord/Manager a residential dwelling located at

**31 South Ct, Indialantic, FL 32903**

hereinafter "Premises". Witnessed that in consideration of rental below specified and then covenants and terms herein stipulated the parties agree to the following:

1. **TERM.** Rental of the Premises for a 12 month term beginning on the 16 day of April, 20 23 and ending on the 16 day of October, 2023 at midnight.
2. **RENT.** A monthly rental payment amount of \$2500.00 per month shall be due on the 1<sup>st</sup> day of each month. If paid on or before the 3<sup>rd</sup> day of each month, then a discounted rent of \$2600.00 shall be due. First and [ ] last month (if checked) rent installments to be paid upon the execution of this Lease. Tenant's monthly rent payment includes: Electricity: X; Water: X; Cable: X; Pest Control: X; HOA/Condominium Fees: X; Pool Cleaning/Maintenance: X; Internet Service: X; Lawn care (basic): X; Trees & Bushes: X.
3. **PRORATED RENT.** If the Tenant begins occupancy of the Premises on a date other than the 1<sup>st</sup> of the month the rental payment shall be: Daily Charge \$ \$83.34 x 15 (# of days) = \$1250.10 Prorated Rent. 4. **Payment Methods:** Checks, Cash or Direct Deposit will be accepted for the payment of any amounts owed under this agreement. In the event a check is ever paid and is returned for non sufficient funds then All payments are to be made via certified funds from that point forward. All payments are to be made payable to Nash Cole.
5. **SECURITY DEPOSIT.** On the execution of this Agreement, Tenant shall deposit with the Landlord the sum of \$2500.00, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Tenant, without interest, and less any set off for damages to the Premises upon the termination of this agreement. Landlord/Manager agrees to hold, debit and disburse the security deposit monies as required by Florida Statutes 83.49. Landlord Security Deposit and Monetary disclosure, Exhibit D.
6. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant and N/A, exclusively as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for any other purpose. No other occupants shall be allowed other than guests of Tenant staying for a period of no more than 7 days. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
7. **Home Owners / Condo Association.** If property is located in an association, and you have received a copy of the Association rules and regulations. initial here /
8. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition. All window and patio screens are installed and maintained in a reasonable condition. Any imperfections and non working items must be sent to the Landlord/Manager within 5 days of Move-In and sent to: nashcole@gmail.com / 321-271-7906 with **Move-In Report** written on the email subject line.
9. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord/Manager. An assignment, sub-letting or license without the prior written consent of Landlord/Manager or an assignment or subletting by operation of law shall be absolutely null and void and shall, at Landlord/Manager's option, terminate this Agreement.
10. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of the Landlord/Manager. Any and all alterations, changes, and/or improvements

This Means:  
\$100 late fee if  
not paid within  
3 days after  
due date.

Tenant(s): KDV / \_\_\_\_\_ Landlord/Manager: ML

built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord/Manager and Tenant, be and become the property of Landlord/Manager and remain on the Premises at the expiration or earlier termination of this Agreement.

11. **NON-DELIVERY OF POSSESSION.** In the event Landlord/Manager cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord/Manager or its agents, then Landlord/Manager or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord/Manager or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord/Manager or its agents, then this Agreement and all rights hereunder shall terminate.
12. **HAZARDOUS MATERIALS.** Tenants shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
13. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises.
14. **MAINTENANCE AND REPAIR; RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:
  - (a) **Be responsible for any repairs and/or maintenance of the property costing under \$100.** Including, but not limited to, items such as air conditioning drain clogs, filter replacement, plumbing issues, pest control, as well as other repair and maintenance issues that are caused by the tenant's negligence and or regular maintenance items like the replacement of light bulbs; batteries in smoke detectors, etc.
  - (b) Not cause or permit any locks or hooks to be placed upon any door or window or change the current ones without the prior written consent of Landlord/Manager;
  - (c) **Keep all air conditioning filters clean and free from dirt and replace such filters every 30 days; and pour ¼ cup of bleach down all A/C drain lines every 30 days**
  - (d) And keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use the same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant.
15. **REPAIRS.** All repair requests to Property Manager shall be made to the following:  
**Phone # 321-271-7906 or Email: nashcole@yahoo.com**
16. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord/Manager and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord/Manager refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered untenable, the Landlord/Manager shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord/Manager exercises its right to repair such untenable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord/Manager as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.
17. **ACCESS TO THE PREMISES.** Landlord/Manager and their agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of protection or preservation of or inspection of the Premises and all buildings and improvements thereon. After reasonable notice to Tenant at reasonable times for the purpose of repairing the Premises. And for the purposes of making any repairs, maintenance, additions, alterations, and improvements as may be deemed appropriate by Landlord/Manager or exhibit the Premises as necessary under any of the following circumstances: with the Tenant's consent; in case of emergency; or when Tenant unreasonably withholds consent. Additionally if tenant has decided not to renew their lease, and has notified the Landlord or designated Property Manager property via

Tenant(s): KDV / \_\_\_\_\_ Landlord/Manager: \_\_\_\_\_

confirmed email or certified mail prior to 30 days of lease expiration with reasonable notice (not to exceed 24 hours) tenant will make property accessible for showings to a new potential tenant or buyer during the hours of 9am-7pm when needed.

18. **SUBORDINATION OF LEASE.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord/Manager, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
19. **TENANT'S LEASE EXPIRATION & HOLD OVER.** TENANT must provide thirty (30) days written notice of nonrenewal before the end of this agreement if att. Should TENANT fail to provide the required notice and then vacate the property upon the expiration of the agreement then TENANT shall owe one month's additional rent, which may be but not limited to the security deposit. If Tenant remains in possession of the Premises with the consent of Landlord/Manager after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord/Manager and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall be modified to be \$2500.00 to be due as previously stated in section 1, Rent, of this Agreement.
20. **SURRENDER OF PREMISES.** Upon the expiration of the lease, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement. Tenant shall perform a "walk-through" of the Premises with the Landlord/Manager or their agent within 5 days of the lease expiration. Tenant shall patch/repair any holes/damages to walls (if painted over paint must be an exact match or entire wall or room will need to be repainted to match so color is uniform. Floors are to be mopped and clean; carpet and tile/grout is to be steam cleaned by a professional service with a receipt of such service to be given to Landlord/Manager at the walk through; refrigerator wiped clean, Stove cleaned, countertops, window sills, baseboards, shelving, and ceiling fan blades wiped clean, and no personal items left on or in the property. If the property is not left in a clean and re-rentable condition, the cost of cleaning the Premises, with a minimum deduction of \$150, shall be deducted from the security deposit. All keys, remote controls and other items, as specified in Exhibit A, will be returned in good working order. If such items, as specified in Exhibit A, are not returned in good working order, the cost to replace the same shall be the Tenant's responsibility.
21. **ANIMALS/PETS.** Tenants are not entitled to keep domestic dogs, cats or birds or any other pets, except by written agreement of the Landlord/Manager. Such animals MUST be approved BEFORE they reside in the property, and if approved they will be subject to an additional Non Refundable Pet Fee of \$250 per pet. Tenant is responsible to secure Animal Liability Insurance and provide proof of coverage.

The Landlord/Management agree to allow the following specific pets during the term of this lease:

N/A

22. **NO SMOKING.** This is a non-smoking property. No smoking shall be permitted on the Premises at all.
23. **HANGING OF ITEMS ON WALLS.** Only picture hangers shall be used to hang items on the walls. Picture hangers are available at your local hardware store from several manufacturers such as OOK, Hillman Group, and Command. No screws are allowed to be used in the hanging of items.
24. **NON-SEX OFFENDER PROVISION.** The Tenant agrees and affirms that they are not a registered sex offender or sexual predator or similar designation in any state or nation by any governmental authority. Tenant further agrees that no guest or other resident of the Premises is a registered sex offender or sexual predator or similar designation as above.
25. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully & quietly have, hold & enjoy said Premises for the term hereof.
26. **INDEMNIFICATION.** Landlord/Manager shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord/Manager harmless from any and all claims or assertions of every kind and nature.

Date: \_\_\_\_\_ KDV \_\_\_\_\_  
Tenant(s): \_\_\_\_\_ / \_\_\_\_\_ Landlord/Manager: \_\_\_\_\_



27. **RENTERS INSURANCE.** It is the Tenant's responsibility to secure appropriate Renter's Insurance and the Landlord/Manager shall not be liable for any damages, losses or injuries and provide proof of coverage. 28.

**PARKING.** All Vehicles parked on premises must be insured and have a license tag. Vehicles allowed to be parked on premise are: \_\_\_\_\_ 29.

**DEFAULT.** If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord/Manager, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord/Manager specifying the non-compliance and indicating the intention of Landlord/Manager to terminate the Lease by reason thereof, Landlord/Manager may terminate this Agreement.

30. **FAILURE TO PAY RENT.** If Tenant fails to pay rent when due and the default continues until the 10<sup>th</sup> of the month, Landlord/Manager may, at Landlord/Manager's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord/Manager at law or in equity including eviction or may immediately terminate this Agreement.

31. **ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord/Manager may obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord/Manager may, as agent for Tenant, release the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord/Manager's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord/Manager by means of such reletting. If Landlord/Manager's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord/Manager shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case any personal property on the Premises shall be disposed of as the Landlord/Manager shall deem proper and is hereby relieved of all liability for doing so.

32. **Tenant Cooperation for Leasing:** If tenants lease is within 45 days of expiration and has opted Not to renew, tenant must make current property available to be shown to prospective tenants with a 24 hour notice to help the landlord procure another tenant. In the event the tenant is not in a current lease and in a month to month status same rules shall apply.

33. **ATTORNEYS' FEES.** Should it become necessary for Landlord/Manager to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses incurred, including reasonable attorneys' fees.

34. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord/Manager's option, terminate immediately and Landlord/Manager shall be entitled to all rights and remedies that it has at law or in equity.

35. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Florida.

36. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

37. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

38. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord/Manager or Tenant.

39. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord/Manager under this Agreement shall affect Tenant's duties and liabilities hereunder.

40. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

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Date: April 4, 2023

Tenant(s): \_\_\_\_\_ / *KDV* Landlord/Manager: *RI*

41. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested. Landlord/Manager and Tenant

shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

If to Landlord/Manger: Realty World Curri Properties 1097 S. Patrick Drive Satellite Beach, Fl. 32937 If

to Tenant: \_\_\_\_\_

#### ADDITIONAL PROVISIONS; DISCLOSURES.

As required by law, Landlord makes the following disclosure:

1. **LEAD-BASED PAINT.** X Check and complete if the dwelling was built before January 1, 1978. **Lead Warning Statement:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlord/Manager must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenant acknowledges they have received a federally approved pamphlet from the Landlord/Manager.
2. **"RADON GAS."** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

Signed on this 20 day of March, 2023 :

*Kelly Dawn Verbal*

April 10, 2023

LANDLORD/MANAGER TENANT TENANT

*Nash Cole*

April 4, 2023

Printed: Nash Cole

Kelly Verbal

#### EXHIBIT A

##### Items Provided to Tenant at Check-In

Please note number provided in the appropriate space:

House Keys \_\_\_\_\_ Gate Openers \_\_\_\_\_ Garage Door Opens \_\_\_\_\_ Community Area Keys \_\_\_\_\_

Appliances included with the Premises (circle): Refrigerator / Dishwasher / Built-In Microwave / Washer / Dryer  
Range / Oven / Window Unit Air Conditions (number of units) \_\_\_\_\_ Additional Items: \_\_\_\_\_

##### Items Received from Tenant at Check-Out/End of Lease

Please note number provided in the appropriate space:

House Keys \_\_\_\_\_ Gate Openers \_\_\_\_\_ Garage Door Opens \_\_\_\_\_ Community Area Keys \_\_\_\_\_

Appliances included with the Premises (circle): Refrigerator / Dishwasher / Built-In Microwave / Washer / Dryer  
Window Unit Air Conditions (number of units) \_\_\_\_\_ Additional

Items: All appliances included / Fully Furnished

If property being rented FURNISHED, then refer to Exhibit B

#### Exhibit C: Existing Imperfections:

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

Tenant(s): KDV / \_\_\_\_\_ Landlord/Manager: NC

April 10, 2023

April 4, 2023

**Exhibit D: Monies due and paid at move-in**

Tenant shall deposit with the Landlord the amount of \$ \$2500.00 for the security deposit as stated in section 4 of the Lease agreement. And \$ N/A for non-refundable pet fee.

Per Florida Statutes 83.49(2), the Landlord is holding the total amount of the security deposit in a: (X) separate non-interest bearing account per Florida Statutes 83.49(1)(a);  
( ) separate interest bearing account per Florida Statutes 83.49(1)(b);  
or ( ) has posted a surety bond in the manner required in Florida Statutes 83.49(1)(c).

The security deposit is being held in an account located at:  
Melbourne FL. Address:

The tenant ( ) is/(X) is not entitled to interest on the deposit.

**YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.**


**IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.**

**YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY. THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS .**

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Date: April 4, 2023

Tenant(s): \_\_\_\_\_ / \_\_\_\_\_ Landlord/Manager: 

## **PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY MINUTES**

The Brevard County Planning & Zoning Board met in regular session on **Monday, June 12, 2023**, at **3:00 p.m.**, in the Florida Room, Building C, Brevard County Government Center, 2725 Judge Fran Jamieson Way, Viera, Florida.

The meeting was called to order at 3:00 p.m.

Board members present were: Board members present were: Henry Minneboo, (D1); Ron Bartcher (D1); Robert Sullivan (D2); Brian Hodgers (D2); Lorraine Koss (D2-Alt.); Ben Glover (D3); Debbie Thomas (D4); Mark Wadsworth, Chair (D4); Logan Luse (D4-Alt.); Robert Brothers (D5); and John Hopengarten (BPS).

Staff members present were: Jeffrey Ball, Planning and Zoning Manager; Alex Esseeesse, Deputy County Attorney; Jane Hart, Planner III; Paul Body, Planner III; Trina Gilliam, Planner II; Melissa Wilbrandt, Associate Planner; and Jennifer Jones, Special Projects Coordinator.

### **Excerpt of Complete Agenda**

#### **Mina St, LLC (W. Nathan Meloon)**

A change of zoning classification from RU-1-13 (Single-Family Residential) to RU-2-10 (Medium Density Multi-Family Residential). The property is 0.21 acres, located on the north side of South Court, approx. 600 ft. west of N. Highway A1A (29 & 31 South Court, Indialantic) (23Z00026) (Tax Account 2716147) (District 5)

Nathan Meloon, 1990 W. New Haven Avenue, West Melbourne, stated the reason for the rezoning request is to make the property compliant with what it is, which is a duplex. A public records request revealed that in 1963 the property was a duplex and has been a duplex for almost 60 years. A mass rezoning in the area in 1973 changed the zoning to single-family. The current zoning does not permit a duplex; it only allows a single-family residential dwelling. He said the proposed zoning allows a duplex as a permitted use, which is what his client is trying to come into compliance with. He said the proposed zoning is consistent and compatible because it has been in existence for 60 years. There is other multi-family zoning west of A1A; there are condos directly to the south, and another condo a block to the south. He noted there is no redevelopment planned with the request, the property will remain the same. He mentioned the concern about Airbnb's in the public comments, and stated there was a six-month lease that recently ended, and there is now a current lease. He concluded by saying his client is asking the board to approve the rezoning to allow the duplex use that has always existed on the property.

Ben Glover asked if the property owner lives in the duplex. Mr. Meloon replied no, the applicant does not currently live at the duplex. Mr. Glover asked if there is a lease for both sides of the duplex, or if there is one unit that is vacant.

Nash Cole, 8430 Illinois Avenue, West Melbourne, property owner stated both units are currently occupied. The current lease is still in effect, it is month to month because the tenant is moving in the next couple of weeks and then there will be a new tenant.

Mr. Glover asked if Airbnb's would be permitted if the zoning was changed. Mr. Cole replied he does not intend to have an Airbnb, he wants to be compliant with what the property is.

Mr. Glover asked if 30 days or 60 days is the County's minimum on rentals.

Jeffrey Ball replied, the only rental requirements are short-term rental and it has to be for greater than 90 days.

Robert Sullivan asked why Mr. Meloon thinks the zoning changed to single-family residential in 1973, and stated it was possibly for uniformity of the neighborhood. Mr. Meloon stated he believes it was done on a mass scale without seeing what was actually built.

Mr. Ball stated in 1973 the property was rezoned to RU-1-13 from RU-3, because the County was discontinuing that multi-family zoning classification. When the property was rezoned, it made the duplex use non-conforming. This request would legitimize the existing duplex; however, it will allow for the introduction of short-term rental use on the property because anything more than RU-2-4 is multi-family zoning and would allow for resort dwelling use.

Mr. Wadsworth asked if the applicant would agree to a BDP on the short-term lease if the zoning is approved. Mr. Meloon stated he would have to discuss it with his client, because it would be binding on future property owners.

Mr. Cole stated he would agree to a BDP if it meant the property would be rezoned to the requested RU-2-10 zoning.

Public comment.

Robert Pope, 27 South Court, Indialantic, stated he lives next door to the subject property, and it has been used as an Airbnb for the past eight months. He stated the property owner and tenants have been nothing but hell on the street, and the neighbors have come together and wrote many emails stating such. He said he represents the neighborhood, and the neighborhood doesn't want the zoning changed.

Tom Johnson, 28 South Court, Indialantic, stated he is in total opposition to the change in zoning at the end of South Court, which is a short, dead end, street with virtually all single-family homes. He said there is no good reason to potentially raise the number of people who would live on the street. He stated there is an active Code Enforcement case underway right now that indicates the problem with the resort code, and the owner is operating an Airbnb, which is a violation of County Ordinance. In April, at the subject property, there was an unruly gathering that resulted in a party tent and speakers, and including increased traffic, pedestrian traffic, guest parking congestion on public and private property, late night noise from guests, vehicles, music, fireworks, outdoor tent, and loudspeakers. He said public intoxication and smoking was also demonstrated, along with motorcycle noise and trespassing. He concluded by saying he is opposed to the rezoning and against so many new or relocated people who might end up at the end of the quiet street as a result of the rezoning.

Yvette Winia, 28 South Court, Indialantic, stated she understands there have been other resort dwellings on maybe the first five condos on South Court, and she has noticed different people coming and going, but it wasn't a problem because she lives toward the end of the street. She said she has noticed an increase in traffic and residents, unfamiliar faces, and they are there for a period of one week, or a weekend, not 90 days or six months. She stated South Court cannot allow two cars to pass because it is so narrow. She said she is also concerned that her property value will decrease if the subject property is a vacation rental or resort dwelling.

Mr. Hopengarten asked if the tenant leasing now is a full-time occupant. Mr. Cole replied yes, she lives there right now. Mr. Hopengarten asked if the lease is for six months. Mr. Cole replied yes. Mr. Hopengarten asked if the tenant is subletting during the six months. Mr. Cole replied no, they are not, and stated subletting is not allowed in the lease, and if there are people coming and going it is friends or family of the tenants.

Brian Hodgers stated Airbnb's exist whether they are approved or not, and asked if the enforcement mechanism is through County Code Enforcement. Mr. Ball replied yes.

Mr. Hodgers stated if the owner is operating the duplex as an Airbnb right now, even if there was a BDP that did not allow short-term rentals, it doesn't mean the Planning & Zoning board has any enforcement over that, because it goes back to Code Enforcement.

Mr. Ball stated the zoning change would legitimize the ability to have that use, whether the board feels that it is an appropriate use for the property, the zoning would have the potential to introduce that use, and it also has the ability to legitimize the existing duplex use.

Mr. Hodgers stated there are several RU-2-10 zonings in the vicinity, and asked if there is another zoning that would legitimize the duplex but ban the Airbnb. Mr. Ball replied no, because all of the multi-family zoning classifications allow for resort dwelling use. He said from a zoning perspective, there is no multi-family zoning to the west, it's all next to A1A.

Mr. Glover asked, if the zoning is approved today, is an Airbnb or short-term rentals are allowed. Mr. Ball replied the RU-2-10 zoning classification would allow resort dwellings as a permitted use.

Mr. Hodgers asked if a BDP can be placed on the property. Mr. Ball replied the board can make a BDP part of its motion, but it's up to the applicant to agree to it.

Mark Wadsworth stated if there is a six-month lease, and they are long-term leases, why does the applicant want to change the zoning. Mr. Meloon replied changing the zoning would make the property comply with the zoning code. He noted his client attempted to do a non-conforming use, but the County informed him he would need to rezone.

Mr. Ball stated another option, if the applicant qualifies, is a pre-existing use, where the applicant would demonstrate that the use existed prior to the zoning change. He said he doesn't know if that information is even available from the past 60 years. The most expeditious remedy in this case is to rezone the property if it is consistent and compatible.

Mr. Wadsworth stated everything around the property is RU-1-13.

Mr. Hopengarten asked what happens to the property if the rezoning is denied. Mr. Ball replied, the applicant would have to remove the use, and that's part of the Code Enforcement case.

Mr. Hodgers stated it was already built as a duplex.

Mr. Ball explained, the County will not actively go after a property owner for a use unless it's a Code Enforcement case, and he does not believe the duplex was part of the code enforcement case, it was for operating an Airbnb on a residentially zoned property.



Mr. Glover asked if there are two power meters to the property. Mr. Cole replied there are two meters and two mailboxes.

Mr. Hodgers stated it is clear it has always been a duplex, and the Airbnb is the issue on the Code Enforcement case, so if they cut out the Airbnb he doesn't have to do anything, and asked what happens if he sells the property, and can he even sell it because it's non-conforming.

Mr. Ball replied Brevard County does not regulate the sale of property. If a potential buyer asks staff the question, staff will fully disclose the uses of the property and what can be done and what can't be done, and the potential remedies.

Mr. Bartcher asked if Mr. Cole would be willing to enter into a BDP that says he will not have a resort dwelling. Mr. Cole replied yes, he would be willing to do that.

Mr. Glover stated a BDP would limit him to no less than 90 days. Mr. Cole replied he is fine with that.

Mr. Bartcher stated it seems a BDP would solve the problem of getting the property in conformance, he gets the zoning, and it will also take care of the concerns that the residents have about an Airbnb at the property.

Mr. Sullivan asked, if the property has been zoned single-family since 1963, and it has never come up prior to that, is there a mechanism for an exception, and what is that mechanism.

Mr. Ball stated the property was administratively rezoned in 1973, so any use that's been established would be considered non-conforming and there is a process to establish a non-conforming use. The inclusion of the BDP to prohibit resort dwellings would rectify the Code Enforcement case.

Mr. Glover stated he can support the zoning with a BDP.

Henry Minneboo stated his concern is the fact that every home around there is single-family, and at the very end of the street would be multi-family.

Mr. Glover stated he agrees, but there will not be any more or less people, because there are already people living there.

Mr. Sullivan stated he has a hard time supporting a BDP in a zoning change based on the preponderance of evidence that the public is against it. He said he has misgivings and would like to see a better vehicle to rectify that it was originally built as a duplex and has been operating for 50 years as a duplex, but zoned as single-family, because he thinks the single-family zoning was to protect the residents.

Debbie Thomas stated Mr. Cole purchased the property in October 2022, and asked when the Code Enforcement case began.

Mr. Cole stated he was reported to Code Enforcement in December, and when he went to the last hearing he took everything down that pertained to the Airbnb. Recently, it was brought to his attention that there was a Vrbo listing that was put up on the property that he didn't know about, and he received notification from Vrbo today that the listing was done through a scam website that takes

bookings, collects a deposit, and cancels the listing before someone checks in. He said he would agree to a BDP.

Ms. Thomas stated she can support the rezoning with a BDP.

Mr. Glover stated he believes it will be operated as a duplex with or without being rezoned, so why should the board not make it conforming.

Motion by Ben Glover, seconded by Debbie Thomas, to recommend approval of a change of zoning classification from RU-1-13 to RU-2-10, with a BDP limited to a minimum of 90-day rentals.

Mr. Hopengarten asked if the board can stipulate in the BDP a minimum of a one-year rental rather than 90 days. Mr. Ball replied the board can request that, but it becomes an enforcement issue, and there is really no way for the County to enforce that. Mr. Hopengarten asked if the County will be able to enforce the 90 days. Mr. Ball replied yes, because it would be considered a short-term rental.

Alex Esseeesse stated there is a process in the code that allows for prima facie evidence for violations of the resort dwelling code, and that requires County staff to go out and observe the violations happening. That is when the evidence is brought forward to the Special Magistrate to make a determination of whether or not that resort dwelling definition is being violated. Anything beyond 90 days would be allowable; anything shorter than that, which would require evidence from the Code Enforcement officers, would be needed in order to process the case in front of the Code Enforcement Magistrate.

Mark Wadsworth called for a vote on the motion as stated and it passed 9:2 with Henry Minneboo and Robert Sullivan voting nay.