

14. Consideration of an Impact Fee Credit Agreement with CRE-KL Malabar Owner, LLC.



## LEGISLATIVE MEMORANDUM

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Suzanne Sherman, City Manager

**THRU:** Valentino Perez, Public Works Director

**DATE:** July 11, 2024

**RE:** RE: Consideration of an Impact Fee Credit Agreement with CRE-KL Malabar Owner, LLC

### SUMMARY:

The Impact Fee Credit Agreement between the City of Palm Bay and CRE-KL Malabar Owner, LLC for Proportionate Fair Share (PFS) contribution payment for a project, generally referred to as 'Malabar Springs', includes approximately 294.70 acres located north of Malabar Road and west of Heritage High School.

On November 17, 2022, City Council adopted Ordinance 2022-117 granting Final Development Plan approval and PUD zoning for Malabar Springs consisting of 885 residential units (653 single-family detached, 106 single-family attached, and 126 multi-family), for which the total Transportation Impact Fees (TIF) are estimated to be \$3,474,347.54.

The Traffic Impact Study performed by LTG, Inc. for Malabar Springs notes that the Owner/Developer will be responsible for a proportionate fair share totaling \$2,960,718.47, for impacts to the following off-site public improvements as a result of the project traffic:

- Widen St. Johns Heritage Parkway (SJHP) from Malabar Road to Pace Drive from 2 to 4 lanes
- Add an eastbound left turn lane (dual lefts) at the intersection of SJHP and Malabar Road
- Add a 1200-foot northbound receiving lane on SJHP just north of the intersection of SJHP and Malabar Road
- Add a southbound right turn overlap phase at the intersection of SJHP and Malabar Road
- Optimize splits and phasing sequence at the intersection of SJHP and Malabar Road
- Optimize splits and phasing sequence at the intersection of SJHP and Emerson Drive (PM peak hour only)
- Signalize the intersection of Malabar Road and Watoga Avenue
- Extend the westbound right turn lane at the intersection of SJHP and Malabar Road by 25 feet
- Extend the southbound left turn lane at the intersection of SJHP and Malabar Road by 55 feet

- Extend the southbound right turn lane at the intersection of SJHP and Malabar Road by 75 feet

The Owner/Developer's estimated Transportation Impact Fees (TIF) will exceed the Proportionate Fair Share (PFS). Upon execution of this Agreement, the Owner/Developer shall pay to the City the PFS prior to issuance of a final plat for any phase. The balance of TIF will be due upon building permit issuance.

**REQUESTING DEPARTMENTS:**

Public Works

**FISCAL IMPACT:**

There is no fiscal impact at this time. The Owner/Developer shall deposit the proportionate fair share payment as provided in the Agreement and such deposits will be reviewed and confirmed for both transportation impact fee value and transportation impact fee credit.

**STAFF RECOMMENDATION:**

Motion to approve the Impact Fee Credit Agreement with CRE-KL Malabar Owner, LLC and authorize the Mayor to execute the agreement.

**ATTACHMENTS:**

1. Impact Fee Credit Agreement with CRE-KL Malabar Owner, LLC

After Recording Return to:  
City of Palm Bay  
Attn: City Clerk  
120 Malabar Road SE  
Palm Bay, Florida 32907

**CRE-KL MALABAR OWNER, LLC IMPACT FEE CREDIT AGREEMENT  
FOR PROPORTIONATE FAIR SHARE CONTRIBUTIONS**

**THIS AGREEMENT** (“Agreement”) is entered into by and between CRE-KL Malabar Owner, LLC, a foreign limited liability company (“Owner”), the record title property owner whose mailing address is 105 NE 1<sup>st</sup> Street, Delray Beach, FL 33401, and the CITY OF PALM BAY, a Florida municipal corporation (“City”) whose mailing address is 120 Malabar Road SE, Palm Bay, Florida 32907.

**WHEREAS**, Owner is the fee simple owner of that certain real property being approximately 294.70+/- acres in size, located in the City of Palm Bay north of Malabar Road and west of Heritage High School, legally described to wit in Exhibit A attached hereto and incorporated herein;

**WHEREAS**, the City adopted the Lassiter Transportation Group (“LTG”) Traffic Impact Study, Technical Memorandum, attached hereto and incorporated herein as Exhibit B, dated June 7, 2024 (“Study”), which provides the total buildout development will consist of a maximum of 885 residential units, along with other amenities (“Project”);

**WHEREAS**, the City finds that the Owner is entitled to receive transportation facilities impact fee credits for such contributions pursuant to Sec. 183.37, City Code, and that such contributions are consistent with the City’s Comprehensive Plan, are an integral part of and a reasonably necessary accommodation of contemplated off-site improvements, and the proposed funding or construction time schedule is consistent with the City’s transportation work schedule to be completed by Buildout Year of 2028 for roadway improvements herein described and signalization is based on when the intersection meets warrant for the installation of a traffic signal.

**WHEREAS**, the LTG Traffic Impact Study calculated a proportionate fair share (“PFS”) for the total buildout of the Project off-site traffic improvements based upon a maximum buildout of 885 units at Two Million Nine Hundred Sixty Thousand Seven Hundred Eighteen Dollars and Forty-Seven Cents (\$2,960,718.47);

**WHEREAS**, Owner agrees to place on deposit with the City cash funds to be used by the City for the following improvements (“Improvements”).

- Widen St. Johns Heritage Parkway (SJHP) from Malabar Road to Pace Drive from 2 to 4 lanes
- Add an eastbound left turn lane (dual lefts) at the intersection of SJHP and Malabar Road
- Add a 1200-foot northbound receiving lane on SJHP just north of the intersection of SJHP and Malabar Road
- Add a southbound right turn overlap phase at the intersection of SJHP and Malabar Road
- Optimize splits and phasing sequence at the intersection of SJHP and Malabar Road
- Optimize splits and phasing sequence at the intersection of SJHP and Emerson Drive (PM peak hour only)
- Signalize the intersection of Malabar Road and Watoga Avenue

- Extend the westbound right turn lane at the intersection of SJHP and Malabar Road by 25 feet
- Extend the southbound left turn lane at the intersection of SJHP and Malabar Road by 55 feet
- Extend the southbound right turn lane at the intersection of SJHP and Malabar Road by 75 feet

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the Parties agree as follows:

1. *Recitals.* The recitals set forth above are true and correct, form a material part of this Agreement, and are incorporated herein by reference.
2. *City Improvements.* For the purposes of this Agreement, the amount of Two Million Nine Hundred Sixty Thousand Seven Hundred Eighteen Dollars and Forty-Seven Cents (\$2,960,718.47) (“Developer Funding”) shall be paid to the City prior to Final Plat for any phase of the Project. The Developer Funding shall be a credit against transportation facilities impact fees. The City shall program the Developer Funding for the purposes of constructing the Improvements described in Exhibit C.
  - 2.1 Owner intends to build the Project in phases identified as “Malabar Springs”. The proposed phasing, number of units and total proportionate share is as follows:

<i>Phase &amp; Plat</i>	<i>Units</i>	<i>Description</i>	<i>Total Developer PFS Funding Due at Final Plat</i>
MF	126	Townhome	776,143.15
	106	Villa	
1	317	Single-family	1,060,505.94
2	159	Single-family	531,925.69
3	177	Single-family	592,143.69
<b>Total Developer Funding</b>			<b>\$2,960,718.47</b>

- 2.2 Owner shall be entitled to City transportation facilities impact fee credits, as prescribed in Section 171.31 and Section 183.37, Palm Bay Code of Ordinances, against the payments made as required by Paragraph 2 and Subparagraph 2.1, above. The transportation facilities impact fees for the proposed Malabar Springs development are expected to exceed the proportionate share cost amount by Five Hundred Thirteen Thousand Six Hundred Twenty-Nine Dollars and Seven Cents (\$513,629.07).
- 2.3 Pursuant to Section 163.31801(5)(a), Florida Statutes, Owner shall receive a credit on a dollar-for-dollar basis for impact fees and other transportation concurrency mitigation requirements paid or payable in the future for the Project. The Owner shall not be required to pay a fee in excess of the transportation facilities impact fee required by ordinance. No additional traffic-related obligations will be required from Owner to the City except as provided in this Agreement.
- 2.4 Park impact fees, police impact fees and fire impact fees shall be determined by Resolution 2023-33, Fair Share Impact Fees Schedule Fiscal Year 2023-2024.

3. *Owner Acknowledgement/Waiver.* Owner acknowledges that it has no right to direct or claim a right to direct the application of Developer Funding to making any specific public roadway infrastructure improvements other than those identified in Exhibit C.
4. *Timing.* The parties agree that construction of the thoroughfare road improvements shall be constructed as determined by the City.
5. *Assignment of Impact Fee Credits by the Owner.* Any impact fee credits granted to Owner shall be freely assignable by the Owner, its successors or assigns, without limitation on the number of such credits that may be assigned and transferred from one entity to the next or the number of times such credits may be transferred. Any such assignment of impact fee credits shall be evidenced in writing and signed by the Assignee or holder of the impact fee credits and a copy of such assignment shall be provided to the City. The Parties agree that no impact fee credit may be used or applied to development outside the Project and no credit shall be greater than the fee imposed for the land development.
6. *Satisfaction of Transportation Improvement Requirements.* City hereby acknowledges and agrees that upon Owner's payment of the proportionate share payment as required herein, Owner shall be deemed to have satisfied all requirements for the mitigation of the traffic impacts of the Project on all roads affected by the Project within City's jurisdiction through buildout of the Project. Owner shall be entitled to develop the Project fully and completely, without regard to whether the Improvements are actually constructed. Additionally, nothing herein shall be construed to exempt Owner from meeting the requirements of all other applicable laws, rules, regulations, or Palm Bay Code of Ordinances provisions or from making the required payment of transportation and other impact fees applicable to the Project, subject to any credits as set forth in Paragraph 2 above. For avoidance of doubt, nothing herein is intended to, nor shall constitute, prepayment of any densities or intensities of development or of any development program.
7. *Effective Date.* The effective date of this Agreement shall be the last date upon which all parties hereto cause this Agreement to be executed as indicated below their respective signatures.
8. *Binding Nature of this Agreement.* This Agreement shall inure to the benefit of the parties hereto and the subject property, and shall be binding upon any person, firm, or corporation that may become a subsequent owner, successor in interest or assign, directly or indirectly, of the subject property or any portion thereof.
9. *Governing Law and Venue.* This Agreement shall be constructed and governed in accordance with the laws of the State of Florida and the ordinances of the City. All parties agree that this Agreement is governed by the terms of the Impact Fee Ordinance and other applicable City ordinances. All applicable terms of those Ordinances are to be considered incorporated by reference. If there is any inconsistency found between this Agreement and such Ordinances or applicable law, those Ordinances or law shall prevail and be applicable. In the event of any claim, action, litigation or proceeding under this Agreement, venue shall be in Brevard County, State of Florida.
10. *Recordation.* This Agreement will be recorded in the Public Records of Brevard County, Florida, at Owner's expense.

11. *Notice.* Any notice or demand that must or may be given or made in connection with this Agreement must be in writing and delivered by personal delivery or mailed by certified or registered mail, return receipt requested, and addressed to the Parties as follows:

AS TO CITY:           Public Works Director  
                              City of Palm Bay  
                              120 Malabar Road SE  
                              Palm Bay, Florida 32907

With a copy to:       City Attorney  
                              City of Palm Bay  
                              120 Malabar Road SE  
                              Palm Bay, Florida 32907

AS TO OWNER:       CRE-KL Malabar Owner, LLC  
                              105 NE 1<sup>st</sup> Street  
                              Delray Beach, FL 33444

With a copy to:       Kolter Land Partners  
                              14025 Riveredge Drive  
                              Tampa, FL 33637

12. The Agreement and Exhibits or addendum constitute the entire Agreement and understanding of the parties and shall not be modified or amended except by a written agreement executed by the parties.
13. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The electronic (i.e., facsimile or email) transmittal of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on behalf of the respective entities, their successors and assigns.

ATTEST:

CITY OF PALM BAY, a Florida municipal  
corporation,

---

Terese Jones, City Clerk

---

J. Robert Medina, Mayor

Witnesses:

CRE-KL MALABAR OWNER, LLC, a foreign  
limited liability company,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence OR  
☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_,  
who is ☐ personally known to me OR ☐ who has produced \_\_\_\_\_ as  
identification.

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

**EXHIBIT A**

*Legal Description*

DESCRIPTION

PART OF THOSE CERTAIN PARCELS OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3678, PAGE 2048 AND OFFICIAL RECORDS BOOK 3660, PAGE 1644, ALL RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING PART OF THE WEST 1/2 OF SECTION 32, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE WEST ONE-HALF OF SAID SECTION 32 AND RUN N00°44'16"E, ALONG THE EAST LINE OF SAID WEST ONE-HALF OF SAID SECTION 32, A DISTANCE OF 33.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF MALABAR ROAD; THENCE S89°44'45"W, ALONG SAID NORTH RIGHT-OF-WAY LINE OF MALABAR ROAD, A DISTANCE OF 74.01 FEET TO THE WEST RIGHT-OF-WAY LINE OF MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL NO. 6, A 148.00 FOOT WIDE RIGHT-OF-WAY AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE S89°44'45"W, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 2501.10 FEET TO THE EAST RIGHT-OF-WAY LINE OF MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL NO. 5; THENCE N00°45'00"E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 5007.86 FEET; THENCE N32°05'43"E, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 153.77 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL NO. 1, A 225.00 FOOT WIDE RIGHT-OF-WAY; THENCE N89°48'04"E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 2419.96 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL NO. 6; THENCE S00°44'16"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 5135.43 FEET TO THE POINT OF BEGINNING. CONTAINING 294.70 ACRES, MORE OR LESS

**EXHIBIT B**

*LTG Engineering  
Traffic Impact Technical Memorandum*



Via E-Mail: (frank.watanabe@palmbayflorida.org)

Ref: 5774.03

June 7, 2024

Frank Watanabe, PE  
City Engineer  
City of Palm Bay  
1050 Malabar Road SW  
Palm Bay, FL 32907

Re: Malabar Springs – Proportionate Fair Share & Transportation Impact Fees Calculation  
Palm Bay, Florida

Dear Mr. Watanabe:

LTG, Inc. has prepared a Traffic Impact Study (TIS) for the proposed Malabar Springs residential development on behalf of Kolter Land, LLC. In response to comments received from City of Palm Bay staff, proportionate fair share (PFS) and transportation impact fees have been calculated.

The results of the revised TIS, dated March 27, 2023 (city version) and October 10, 2023 (county version), showed the need for the following improvements as a result of project traffic:

- Widen St. Johns Heritage Parkway (SJHP) from Malabar Road to Pace Drive from 2 to 4 lanes
- Add an eastbound left turn lane (dual lefts) at the intersection of SJHP and Malabar Road
- Add a 1200-foot northbound receiving lane on SJHP just north of the intersection of SJHP and Malabar Road
- Add a southbound right turn overlap phase at the intersection of SJHP and Malabar Road
- Optimize splits and phasing sequence at the intersection of SJHP and Malabar Road
- Optimize splits and phasing sequence at the intersection of SJHP and Emerson Drive (PM peak hour only)
- Signalize the intersection of Malabar Road and Watoga Avenue
- Extend the westbound right turn lane at the intersection of SJHP and Malabar Road by 25 feet
- Extend the southbound left turn lane at the intersection of SJHP and Malabar Road by 50 feet
- Extend the southbound right turn lane at the intersection of SJHP and Malabar Road by 50 feet

At the request of City of Palm Bay staff, PFS has been included for the Malabar Road ITS Expansion project that is within the Malabar Springs study area (SJHP to Jupiter Boulevard).

**PFS CALCULATION & BASIS OF COST ESTIMATES**

Based on the Florida Statutes, the PFS contribution is to be calculated based on the number of project trips anticipated along the deficient segment and the change in capacity resulting from the improvement required to remain within the adopted LOS. The percentage of the total estimated cost associated with the improvement to be fulfilled by the applicant/developer is determined by the following equation:

$$\frac{Demand_{Project}}{Capacity_{Improved} - Capacity_{Existing}} * 100\%$$

Where:

- Demand<sub>Project</sub> = Two-way Peak Hour Traffic Volumes generated by the Project
- Capacity<sub>Existing</sub> = Two-way Peak Hour Capacity of the Existing Road Segment
- Capacity<sub>Improved</sub> = Two-way Peak Hour Capacity of the Improved Road Segment

Using this equation, FDOT's Cost Per Mile Models Reports, and comparable cost estimates for area improvements, the PFS for the proposed development was calculated and is shown in Table 1.

1450 W. Granada Blvd., Suite 2 ■ Ormond Beach, FL 32174 ■ Phone 386.257.2571 ■ Fax 386.257.6996  
www.ltg-inc.us

# TECHNICAL MEMORANDUM

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Table 1  
Proportionate Fair Share  
Malabar Springs

Roadway	Segment	FDOT Cost per Mile Model <sup>1</sup>	Estimated Length (mi)	Improvement	Base Improvement Cost	Additional Cost <sup>2</sup>	Total Estimated Improvement Cost <sup>3</sup>	Project Volume (a)	Unimproved Lane Group Capacity (b)	Improved Lane Capacity (c)	PRS (%) (d)=a/(c-b)	Proportionate Share Cost
SJHP	Malabar Road	\$4,122,294.78	1.29	Widen from 2 to 4 lanes	\$5,317,760.27	\$0.00	\$6,913,088.35	403	1,510	3,420	21.10%	\$1,458,661.64
SJHP	C-10	\$560,008.69 <sup>4</sup>	1.52	ITS Expansion	\$851,213.47	\$0.00	\$978,895.49 <sup>5</sup>	305	1,410	3,040	18.71%	\$183,151.35
Malabar Road	C-10	\$560,008.69 <sup>4</sup>	0.96	ITS Expansion	\$537,608.50	\$0.00	\$618,249.76 <sup>5</sup>	276	1,510	3,420	14.45%	\$89,337.09
Segment PS Subtotal:												\$1,731,150.08

Off-Site Intersections		FDOT Cost per 300 ft. <sup>4</sup>	Estimated Length (ft)	Improvement	Base Improvement Cost	Additional Cost <sup>2</sup>	Total Estimated Improvement Cost <sup>3</sup>	Project Volume (a)	Unimproved Intersection Capacity (b)	Improved Intersection Capacity (c)	PRS (%) (d)=a/(c-b)	Proportionate Share Cost
SJHP at Malabar Road		\$210,603.13	330	Add EBL turn lane (queue, 330 ft = 155 ft decel. + 175 ft queue)	\$231,663.44	\$509,025.63 <sup>3</sup>	\$1,073,999.15 <sup>6</sup>	708	3,955	4,840	80.00%	\$859,199.32
SJHP at Emerson Drive		-	-	Add a 1200-foot NB receiving lane on SJHP <sup>6</sup>	\$0.00	\$0.00	\$29,000.00 <sup>6</sup>	708	3,955	4,840	80.00%	\$23,200.00
Malabar Road at Winoga Avenue		-	-	Optimize splits and phasing sequence	\$4,000.00	\$0.00	\$5,800.00 <sup>6</sup>	-	-	-	0.00%	\$5,200.00
SJHP at Emerson Drive		-	-	Optimize splits and phasing sequence (PHI peak hour only)	\$4,000.00	\$0.00	\$5,200.00	-	-	-	0.00%	\$5,200.00
Malabar Road at Winoga Avenue		-	-	Signalize	\$678,700.84	\$0.00	\$682,311.09	272	2,692	4,016	20.54%	\$161,226.70
Off-Site Intersection PS Subtotal:												\$1,074,026.02

SJHP at Malabar Road Turn Lane Length Extensions		FDOT Cost per 300 ft. <sup>4</sup>	Improvement	Additional Cost <sup>2</sup>	Total Estimated Improvement Cost <sup>3</sup>	Lane Length Deficiency Due to Project Trips (ft)	Proportionate Share Cost (c)=(b)(300/74)
WB/R		\$24,889.26	Extended by 25 feet	\$0.00	\$298,671.12 <sup>10</sup>	25	\$24,889.26
SBL		\$55,985.33	Extended by 55 feet	\$0.00	\$305,374.54 <sup>10</sup>	55	\$55,985.33
SBR		\$74,667.78	Extended by 75 feet	\$0.00	\$298,671.12 <sup>10</sup>	75	\$74,667.78
Turn Lane Extension PS Subtotal:							\$155,542.37

PS GRAND TOTAL:

\$2,960,718.47

<sup>1</sup> Cost obtained from FDOT Long Range Estimates (LRE) for improvement identified, unless otherwise stated.  
<sup>2</sup> Additional costs pertain to site specific modifications associated with the improvement (examples include traffic signal updates, right-of-way, bridge modifications, etc.)  
<sup>3</sup> Includes Design & CEI (30%).  
<sup>4</sup> Turn lanes are measured in feet and unit cost is based on 300 feet unless otherwise stated.  
<sup>5</sup> For modification of planned span wire traffic signal to permanent mast arm traffic signal to accommodate widening along Malabar Road and SJHP. Based on 75% of the \$678,700.84 estimated cost for signalization of Malabar Rd at Winoga Ave because it is a T-Intersection.  
<sup>6</sup> This improvement will be included with the 4-lane widening of SJHP.  
<sup>7</sup> Based on the \$678,700.84 estimated cost for signalization of Malabar Road at Winoga Avenue.  
<sup>8</sup> Obtained from Malabar Road ITS Expansion project with extents from SJHP to 1.56 (6.4 mi). Only includes segments within the Malabar Springs project study area.  
<sup>9</sup> Includes CEI (15%).  
<sup>10</sup> At the request of Broward County, an additional 15% has been included.

## TECHNICAL MEMORANDUM

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### TRANSPORTATION IMPACT FEES

The proposed development plan has been assessed for transportation impact fees based on the standard rates adopted by the City of Palm Bay. As shown in Table 2, approximately \$3,474,347.54 in transportation impact fees is anticipated.

**Table 2**  
**Transportation Impact Fees**  
**Malabar Springs**

Land Use	Size (a)	Units	Fiscal Year 2023-2024 Impact Fee (b)	Fair Share Impact Fee (c) = (a)*(b)
Single-Family Detached Housing	653	DU	\$ 4,353.00	\$ 2,842,509.00
Single-Family Attached Housing	106	DU	\$ 2,550.86	\$ 270,391.16
Multifamily Housing (Low-Rise)	126	DU	\$ 2,868.63	\$ 361,447.38
<b>Total Fair Share Impact Fees:</b>				<b>\$ 3,474,347.54</b>

Table 3 presents the difference in PFS and transportation impact fees. As indicated, transportation impact fees exceed the PFS.

**Table 3**  
**Difference in PFS and Transportation Impact Fees**  
**Malabar Springs**

Proportionate Share	\$ 2,960,718.47
Transportation Impact Fees	\$ 3,474,347.54
Difference	\$ (513,629.07)

### CONCLUSION

- Using the PFS equation set forth in the Florida Statutes, FDOT's Cost Per Mile Models Reports, and comparable cost estimates for area improvements, the total PFS for the proposed development equates to \$2,960,718.47.
- Based on the current City of Palm Bay Fair Share Impact Fees Schedule, the total transportation impact fees for the proposed development equates to \$3,474,347.54.
- The transportation impact fees for the proposed development exceed the PFS by \$513,629.07.

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Frank Watanabe, PE  
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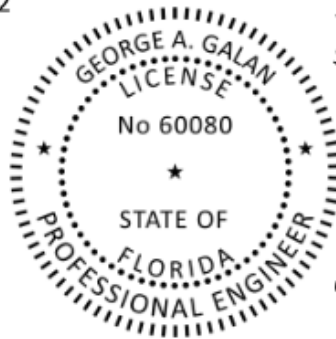
Attachment: HCS Summary Sheets

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

Prepared by:

**LTG, Inc.**

1450 W. Granada Blvd., Suite 2  
Ormond Beach, FL 32174  
Vendor No. F030424608005  
386/257-2571



THIS ITEM HAS BEEN DIGITALLY  
SIGNED AND SEALED BY:

George A Galan 2024.06.07  
15:24:59-04'00'

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE  
NOT CONSIDERED SIGNED AND SEALED AND  
THE SIGNATURE MUST BE VERIFIED ON ANY  
ELECTRONIC COPIES.

LTG, INC.  
1450 W. GRANADA BLVD., SUITE 2  
ORMOND BEACH, FL 32174  
VENDOR NO. F030424608005  
GEORGE A. GALAN, P.E. NO. 60080

**EXHIBIT C**  
**LTG Memorandum**

**Proportionate Fair Share Cost and Calculations**

**Table 1**  
**Proportionate Fair Share**  
**Malabar Springs**

Roadway	Segment	FDOT Cost per Mile Model <sup>1</sup>	Estimated Length (mi)	Improvement	Base Improvement Cost	Additional Cost <sup>2</sup>	Total Estimated Improvement Cost <sup>3</sup>	Project Volume (a)	Unimproved Lane Group Capacity (b)	Improved Lane Capacity (c)	PRS (%) (d)=(a/(c-b))	Proportionate Share Cost	
Malabar Road	Malabar Road	\$4,122,294.78	1.29	Widen from 2 to 4 lanes	\$5,317,780.27	\$0.00	\$5,317,780.35	403	1,510	3,420	21.10%	\$1,458,661.64	
	SJHP	\$560,008.89 <sup>4</sup>	1.52	ITS Expansion	\$861,213.47	\$0.00	\$978,995.49 <sup>5</sup>	305	1,410	3,040	18.71%	\$183,191.35	
	C-10	\$560,008.89 <sup>4</sup>	0.96	ITS Expansion	\$537,608.50	\$0.00	\$518,249.78 <sup>6</sup>	276	1,510	3,420	14.45%	\$89,337.09	
Segment PS Subtotal:													\$1,731,150.08
Off-Site Intersections													
Off-Site Intersections		FDOT Cost per 300 ft. <sup>4</sup>	Estimated Length (ft)	Improvement	Base Improvement Cost	Additional Cost <sup>2</sup>	Total Estimated Improvement Cost <sup>3</sup>	Project Volume (a)	Unimproved Intersection Capacity (b)	Improved Intersection Capacity (c)	PRS (%) (d)=(a/(c-b))	Proportionate Share Cost	
SJHP at Malabar Road		\$210,603.13	330	Add EBL turn lane (duals, 330 ft = 155 ft decol. + 175 ft queue)	\$231,663.44	\$509,025.63 <sup>5</sup>	\$1,073,999.15 <sup>6</sup>	708	3,955	4,840	80.00%	\$659,192.00	
		-	-	Add a 1200-foot NB receiving lane on SJHP <sup>7</sup>	\$0.00	\$0.00	\$0.00	-	-	-	0.00%	\$0.00	
		-	-	Add a SBR turn overlap phase	\$20,000.00	\$0.00	\$20,000.00 <sup>8</sup>	708	3,955	4,840	80.00%	\$23,200.00	
		-	-	Optimize splits and phasing sequence	\$4,000.00	\$0.00	\$5,800.00 <sup>9</sup>	-	-	-	0.00%	\$5,200.00	
		-	-	Optimize splits and phasing sequence (PM peak hour only)	\$1,000.00	\$0.00	\$5,200.00	-	-	-	0.00%	\$5,200.00	
SJHP at Emerson Drive		-	-	Signalize <sup>10</sup>	\$578,700.84	\$0.00	\$589,211.09	272	2,692	4,016	20.54%	\$181,226.70	
Malabar Road at Wadega Avenue		-	-										
Off-Site Intersection PS Subtotal:													\$1,074,026.02
SJHP at Malabar Road Turn Lane Length Extensions													
				Improvement	Additional Cost <sup>2</sup>		Total Estimated Improvement Cost <sup>3</sup>	Lane Length Deficiency Due to Project Trips					
								(a)	(b)	(c)	(d)=(b-300)(a)		
WBR				Extend by 25 feet	\$0.00		\$208,671.12 <sup>11</sup>						\$24,889.26
SBL				Extend by 55 feet	\$0.00		\$205,374.54 <sup>11</sup>						\$55,985.33
SBR				Extend by 75 feet	\$0.00		\$208,671.12 <sup>11</sup>						\$74,667.78
Turn Lane Extension PS Subtotal:													\$155,542.37
PS GRAND TOTAL:													\$2,960,718.47