CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
Community Redevelopment Agency

Meeting Date:8/27/2018 **Prepared by:**Pinal Gandhi-Savdas

Title of Item:

RESOLUTION No. 01-2018 CRA; A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE CHAIR PERSON TO EXECUTE AN AGREEMENT BETWEEN THE STUART COMMUNITY REDEVELOPMENT AGENCY AND AVONLEA IMPROVEMENT COMPANY, LLC, PROVIDING FOR THE ALOCATION OF TAX INCRIMENT FUNDS GENERATED FROM THE INCREASE IN PROPERTY VALUE TO THE PARCELS WITHIN THE NEW AVONLEA PUD; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. (RC)

Summary Explanation/Background Information on Agenda Request:

The Community Redevelopment Plan has a policy in place to assist large development projects with "grants paid in annual installments, equal to a percentage of the tax increment revenue received by the Community Redevelopment Agency (CRA) due to the increased assessment to the property."

The applicant of the New Avonlea PUD project has requested that the CRA provide certain economic development incentives for the development. The CRA is committed to the continual redevelopment and revitalization of areas which have not achieved their full potential. Because of the nature of the New Avonlea PUD and its potential to positively impact the City, the staff is proposing to establish a public/private partnership through an agreement to share the future tax increment financing (TIF), over and above the current pre-development tax level, with the developer of the New Avonlea PUD project for a period of five years to accelerate the timing of the development. This private/public partnership will help formalize the purpose for which TIF may be used, thus generating additional tax increment revenue, which will result in enhanced economic benefit to the community and provide stability and potential for future development of adjacent properties.

The applicant of the New Avonlea PUD is required to complete construction of Phase 1 and 2 of off-site improvements as depicted on the Off-Site Improvements Plan attached as Exhibit "A". As part of the grant agreement, the applicant is required to complete Phase I of the Off-Site Improvement Plan prior to qualifying for any tax increment revenue for Parcels 2, 8, 9 and 12 and complete Phase II of off-site improvements by May 1, 2022 to qualify for the same five-year REDA program for Parcels 10, 11, 13, 14, 15 and 16 of the New Avonlea PUD through a separate negotiated grant agreement. An Off-Site Improvement Plan includes on-street parking, a new roundabout, sidewalk inter-connectivity, street landscaping, lighting, furniture and mid-block crosswalks and neighborhood connectivity. The annual cost sharing from the increase in assessed value of parcels are intended to offset the costs for off-site improvements that result in project expenses that are higher than project financing sources, which produces a return that is either negative or so low that a project would not be able to move forward. It will encourage the developer to maximize the development and increase the property's assessed value faster to share the new tax revenue for "short-term."

The Avonlea development will consist of 62 duplex residential units, developed in two phases (Parcel 2 and 12). This public/private partnership will encourage and accelerate the timing of residential development to improve market rate housing stock in the CRA. Recently, the City produced an Economic Development Strategy Report and Housing Action Plan with the Department of Economic Opportunities (DEO) Competitive Partnership Grant to serve as a guide for the City's economic development efforts. The data collected indicates that the City's existing housing stock is aging, with about 78% of homes were built prior to 1989 (average home is more than 30 years old), and less than 13% of homes were built in the 21st century. It is also important to note that approximately 21,000 workers commute to jobs within the City. To determine the City's housing needs, staff also held community stakeholder meetings and found some of barriers to living in Stuart include: poor quality housing, high cost of housing, lack of appropriate housing for professional workforce, limited housing options (what is available needs renovations), slow pace of residential redevelopment, limited developable lands, difficulty finding housing, and low availability and variety of housing options. The Avonlea development will address the housing needs and act as catalyst for continued redevelopment of adjacent properties and spur additional

residential/mixed-use developments in the CRA boundaries.
The grant agreement, as proposed by staff, will provide the New Avonlea PUD project a rebate amount equal to 50% of the property tax increment received by the City for five (5) years from the base year established for Parcels 2, 8, 9 and 12, conditioned upon completion of Phase 1 of the Off-site improvements and proof of payment of property taxes on all parcels. The five year recapture for the first phase shall be May 2020 – May 2024. The New Avonlea PUD shall also qualify for the same five (5) years REDA Pilot Program for Parcels 10, 11, 13, 14, 15 and 16 so long as the offsite improvements for Phase 2 are completed by May 1, 2022. The five years recapture for those parcels shall be May 2023 - May 2027. The base year shall be the year the agreement is adopted. The assessed valuation of property is frozen at the base year. After the base year, all the assessed value for all ten parcels that is above the base value is the increment assessed value from development. The City and county general millage rates are applied to the increment assessed value to determine the new TIF revenue. This additional tax revenue will be deposited into the CRA Fund. The CRA will then calculate an amount equal to 50% of the TIF generated annually from the project and share the revenue over the five years until the termination of the grant agreement. If a site plan is approved on Parcels 10, 11, 13, 14, 15 and 16 of the New Avonlea PUD and additional off-site improvements is required during the term of first phase of the off-site improvements (recapture period of May 2020 – May 2024), the developer may seek to amend the grant agreement to include those parcels for the remaining years of first phase. At the end of the fifth year of each recapture period, the entire TIF reverts back to the CRA Fund and will be higher than prior to the project.
The proposed project will help achieve the goals of the Community Redevelopment Plan: to provide development of diverse housing choices that appeal to a wide range of household incomes, ages, and lifestyles, to develop new housing in areas adjacent to employment centers and transportation options, to create attractive pedestrian and bicycle friendly streets complimented by building forms and links between the different neighborhoods, and to provide economic stimulation and increase investment in the CRA.
Note: A member from another board inadvertently seconded the motion for this item. Therefore, staff is bringing it back for corrective action.

Funding Source:
CRA Future Tax Increment Revenue from the Avonlea development project.
Recommended Action:
Approve Resolution No.01-2018 authorizing the agreement to share new revenue generated from the increased property value of the parcels within the of the New Avonlea PUD.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution No. 01-2018 Grant Agreement with Avonlea	7/16/2018	Resolution add to Y drive
🗋	Off-site Improvements Cost Estimate for Phase I and Lot 10	7/16/2018	Backup Material
🗋	TIF Revenue Sharing Projection	7/16/2018	Backup Material
🗋	Master Avonlea Site Plan	7/16/2018	Backup Material
🗋	CRB Minutes	7/16/2018	Backup Material

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 01-2018 CRA

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CHAIR PERSON TO EXECUTE AN AGREEMENT BETWEEN THE STUART COMMUNITY REDEVELOPMENT AGENCY AND AVONLEA IMPROVEMENT COMPANY, LLC, PROVIDING FOR THE ALOCATION OF TAX INCREMENT FUNDS GENERATED FROM THE INCREASE IN PROPERTY VALUE TO THE PARCELS WITHIN THE NEW AVONLEA PUD; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Stuart has adopted a Community Redevelopment Plan which includes a program designed to offer incentives to property owners for substantially increasing the property values; and

WHEREAS, city staff has determined that Avonlea Improvement Company has demonstrated that the offsite improvements together with development of the New Avonlea PUD will substantially increase the property values of those parcels within the New Avonlea PUD; and

WHEREAS, the proposed agreement between the Stuart CRA and Avonlea to share the increased tax revenues for a five year period will fulfill the intent of the CRA plan and provide incentive to the developer to complete the offsite improvements as early as possible; and

WHEREAS, the Community Redevelopment Agency of the City of Stuart will receive a substantial benefit from this agreement.

BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT BOARD OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The Stuart Community Redevelopment Agency authorizes the Board Chairperson to execute an agreement between the Stuart Community Redevelopment Agency and Avonlea sharing the increased tax revenue increment for a five-year period as set forth in the agreement.

SECTION 2: This resolution shall take effect upon adoption.

Board Member _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Board Member _____ and upon being put to a roll call vote, the vote was as follows: vote was as follows:

	YES	NO	ABSENT
KELLI GLASS LEIGHTON, CHAIR			
BECKY BRUNER, VICE CHAIR			
TROY A. MCDONALD, BOARD MEMBER			
EULA R. CLARKE, BOARD MEMBER			
NICK BLOUNT, BOARD MEMBER			
PETE WALSON, EX-OFFICIO BOARD MEMBER			
JOHN GONZALES, EX-OFFICIO BOARD MEMBER			

ADOPTED this _____ day of _____, 2018.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
KELLI GLASS LEIGHTON
MAYOR/ CHAIRPERSON

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL MORTELL
CITY ATTORNEY

CRA REAL ESTATE DEVELOPMENT ACCELERATOR (REDA) PILOT PROGRAM GRANT AGREEMENT FOR THE NEW AVONLEA PROJECT

This Real Estate Development Accelerator (REDA) Pilot Program Grant Agreement (the "Grant Agreement") is made and entered into this _____ day of _____, 2018, (the "Effective Date") by and between the **City of Stuart, Florida Community Redevelopment Agency (CRA)**, an entity created pursuant to Part III of Chapter 163, Florida Statutes, and **Avonlea Improvement Company, LLC**, a Florida limited liability company (**Company).**

WHEREAS, the **Company** is an entity designed to facilitate the completion of the offsite improvement for the New Avonlea PUD. The tax increments which will be the subject to this agreement shall be made up of those lots of the New Avonlea PUD (the "Property") as set forth in Exhibit "C" attached hereto; and

WHEREAS, the **Company** desires to redevelop and revitalize the Property and incorporate it into a mixed-use development known as the New Avonlea Planned Unit Development (hereinafter "New Avonlea"), and as consideration for this agreement shall make the offsite improvements as further defined in section 4 below; and

WHEREAS, the **Company** has requested that the CRA provide certain economic development incentives related to the development; and

WHEREAS, **Company** will help to achieve the goals of the CRA's Community Redevelopment Area Plan to provide a mixed-use activity center; and

WHEREAS, the CRA is committed to the continual redevelopment and revitalization of areas which have not achieved their full development potential. Because of the nature of The New Avonlea PUD and its potential to positively impact the City, the CRA is proposing to provide a Tax Increment Incentive Payment to the **Company**; and

WHEREAS, the Florida Legislature has encouraged the use of public-private partnerships to rehabilitate and redevelop property within a Community Redevelopment Area; and

WHEREAS, the offsite improvements for the New Avonlea will occur in two phases. This agreement is intended to provide incentives related to Phase 1 and Phase 2 of the off-site improvements.

WHEREAS, the CRA plan provides incentives in the form of Tax Increment Incentive Payments (as defined below); and

WHEREAS, the purpose of the CRA's involvement in this redevelopment project is to encourage and accelerate the timing of the redevelopment and completion of specific components of the Avonlea Planned Urban Development, thus generating additional tax

increment revenue, which will result in enhanced economic benefit to the community and provide stability and potential for future development of adjacent properties.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and such other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated into and made a part of this Agreement as if fully set forth herein.

Section 2. Definitions. The following terms shall have the following meanings:

"*Lender*" means the bank or banks, or other financial institution or institutions, or other persons or entities primarily responsible for providing financing to the Developer, or Owners of property within the New Avonlea PUD.

"*Property*" means the total parcels making up the New Avonlea PUD. Currently there are sixteen parcels contiguous to each other together with the offsite right of way. The only parcels which will qualify for tax increment distribution are attached hereto as Exhibits "B" and "C" respectively.

"*Tax Increment Incentive Payment*" means the portion of the Tax Increment Revenues directly attributable to The New Avonlea PUD to be provided by the CRA pursuant to this Grant Agreement.

"*Tax Increment Revenue*" means the "increment revenues" (as defined in Section 163.340(22), Part III of Chapter 163, Florida Statutes) deposited into the Trust Fund that are directly attributable to Avonlea's calculated in accordance with the formula set forth in section 163.387(1), Florida Statutes. For purposes of Section 3(B) below, the base year value of New Avonlea shall be One Million Three Hundred Eighty-two Thousand Eight Hundred Ten Dollars ($1,382,810.00). See Exhibit "C" attached hereto.

"*Tax Parcel*" means each unit of subdivided real property given a separate and distinct tax identification number by the Martin County Property Appraiser. The ten parcels are attached hereto as Exhibit "C".

"*Taxable Assessed Value*" means, for any Tax Parcel, the assessed value for property-tax purposes as determined by the Martin County Property Appraiser or, if applicable, the Value Adjustment Board or the Nineteenth Judicial Circuit.

"*Trust Fund*" means the Redevelopment Trust Fund for the Community Redevelopment Area established pursuant to §163.387, Florida Statutes, into which are deposited the "increment revenues" (as defined in Section 163.340(22), Part III of Chapter 163, Florida Statutes) appropriated and paid each Fiscal Year by each taxing authority in connection with the Community Redevelopment Area.

"*Offsite Improvement Plan*" shall mean the Offsite Improvement Plan of the New Avonlea PUD as may be amended by agreement of the Company and the City of Stuart.

Section 3. Tax Incentive Payment.

A. ***Recapture Period.*** Provided that the real estate taxes levied on the Property are paid and the **Company** complies at all times with the performance benchmarks referenced herein, the Tax Increment Incentive Payment will be provided to **Company** on an annual basis over a 5 year period (the "Recapture Period"). The five annual payments shall be made on May 1st of each year to coincide with the final due dates for payment of real estate taxes. In the event that the New Avonlea PUD for the subject parcel is not in default and the performance benchmarks have been reached, the City shall pay the incentive payment on May 1, 2020; May 1, 2021; May 1, 2022; May 1, 2023 and May 1, 2024.

B. **Calculation of Tax Increment Incentive Payment**. The amount of the Tax Incentive Payment shall be 50% of the Tax Increment Revenue (TIF) resulting from increases in the taxable assessed value of the parcels listed in Exhibit "B", for each year of the five year period. The TIF is 95% of the difference between the base year ad valorem tax and the current year ad valorem tax. If the taxable assessed value of the Property (as determined by the Martin County Property Appraiser, taking into consideration any allowable adjustments by the Value Adjustment Board) in any year during the Recapture Period exceeds the Base Year Value, the Tax Increment Incentive Payment shall equal 50% of the Tax Increment Revenue. The incentive shall be 50% of the increased TIF for each calendar year during the five year period as set forth herein. The amount of the payment shall be determined annually based upon the actual TIF generated for each calendar year.

C. The CRA's obligation to provide the Tax Increment Incentive Payment to the **Company** shall terminate upon either (a) failure to comply with a condition of this agreement by the Company or (b) the expiration of the five year reimbursement period for Phase 1 and Phase 2. The CRA will mail notice to the **Company** by each April 1 during the Recapture Period of the amount of the Tax Increment Revenue directly attributable to the parcels listed in Exhibit "B" and the applicable Tax Increment Incentive Payment which will be made on May 1 of the same year so long as the PUD is not in default and the taxes for all parcels listed in Exhibit "C" have been paid in full.

D. During the recapture period, the parties may seek to amend this agreement and add additional properties to Exhibit "B". Neither party may unilaterally add parcels.

Section 4. Offsite Improvements

A. The Offsite improvements described in the PUD and attached as Exhibit "A" must be complete as a condition precedent to the Company qualifying for any tax increment revenue. If the improvement is not complete by April 1 of each recapture period then that year's payment shall be forfeited.

Phase One – The New Avonlea shall qualify for the five year incentive program for the parcels listed in Exhibit B.

Phase Two – The New Avonlea shall qualify for the five year incentive program for the parcels listed in Exhibit D.

Section 5. Covenants and Representations of Company. The **Company** hereby covenants, represents, and acknowledges the following covenants and representations that the Town and CRA have relied upon in agreeing to provide the incentives described herein:

A. **Company**. The **Company** is an entity whose members are fee simple owners of Parcels of the Plat of New Avonlea and whose members will be constructing the Offsite Improvements.

B. Approvals. The New Avonlea PUD has received a PUD approval necessary to develop Avonlea, including the Property.

C. Taxable Value of Property. The **Company** shall not intentionally take any action or omit to take any action that would cause the taxable value of New Avonlea to materially diminish (other than as provided by law to petition the Value Adjustment Board or to otherwise challenge the property appraiser's valuation).

Section 6. Annual Status Reports. Company shall submit to the CRA by no later than each January 15th, annual status reports evidencing and certifying compliance with the Performance Benchmarks and the Covenants and Representations contained in section 4, such annual status reports to be in a form reasonably acceptable to the City Manager and the CRA's Executive Director.

Section 7. Phase Two. The New Avonlea shall qualify for the same five year incentive program for the parcels as listed in Exhibit D so long as the offsite improvement plan for Phase Two as described in Exhibit "A" is 100 percent complete by May 1, 2022. The five year recapture shall be May 2023 – May 2027. In the event that the improvements are not complete then this agreement shall be void.

Provided that the real estate taxes levied on the Property are paid and the **Company** complies at all times with the performance benchmarks referenced herein, the Tax Increment Incentive Payment will be provided to **Company** on an annual basis over a 5 year period (the "Recapture Period"). The five annual payments shall be made on May

1st of each year to coincide with the final due dates for payment of real estate taxes. In the event that the New Avonlea PUD for the subject parcel is not in default and the performance benchmarks have been reached, the City shall pay the incentive payment on May 1, 2023; May 1, 2024; May 1, 2025; May 1, 2026 and May 1, 2027.

Section 8. Indemnification. This agreement in no way creates a joint venture between the parties. The sole purpose of this document is to provide a TIF incentive to the **Company**.

Section 9. Breach and Remedy.
A. **Company's** Breach. Subject to Force Majeure (as defined herein), the **Company** failure to comply at all times with its obligations contained herein, including, but not limited to, the Performance Benchmarks and the Covenants and Representations shall be a material breach of this Grant Agreement. Upon such breach, the CRA may suspend the payment of any incentive provided for herein until such breach is cured to the reasonable satisfaction of the CRA. The CRA shall provide written notice of such breach to the **Company** ("Notice of Breach"), and the **Company** failure to cure such breach within 30 calendar days from the date of its receipt of the Notice of Breach shall result in the immediate termination of this Agreement and the incentives provided for herein, provided, however, that if the nature of the breach is such that it cannot reasonably be cured within such 30 day period, then the **Company** shall have up to an additional 90 days (as determined in the CRA's reasonable discretion) to cure such breach provided that it diligently undertakes and pursues such cure, and further provided that the **Company** provides the CRA with documentation evidencing that it is diligently undertaking and pursuing such cure to the CRA's reasonable satisfaction, but in any event, the **Company** shall not have more than 120 days from its receipt of the Notice of Breach to cure such breach.

The failure to cure such breach within the time period provided for above shall result in the immediate termination of this Grant Agreement. In the event of such termination, all incentive payments contemplated hereunder shall immediately cease and the obligation to provide such incentives shall be forever discharged. Additionally, CRA shall have the right to require the **Company** specific performance under the terms and conditions of this Grant Agreement.

B. CRA Breach. In the event that the CRA materially breaches any of its respective obligations contained herein, including, but not limited to the obligation to provide the incentives, and fails to cure such breach within 30 calendar days from the date of its receipt of written notice of such breach from the **Company**, then the **Company** shall have the right to require the CRA's specific performance under the terms and conditions of this Agreement. If the **Company** prevails in any legal proceeding requiring the CRA to pay an economic development incentive provided for herein, then the CRA, as appropriate, shall pay statutory interest on the amount due.

Section 10. Bankruptcy or Re-organization. In the event (a) an order or decree is entered appointing a receiver of the **Company** or its assets, which is not appealed (or if

appealed is determined adverse to the **Company**) or (b) a petition is filed by the Company for relief under federal bankruptcy laws or any other similar law or statute of the United States, which action is not dismissed, vacated or discharged within sixty days after the filing thereof, then the CRA shall have the right to terminate immediately this Grant Agreement.

Section 11. No Liability or Monetary Remedy. The **Company** hereby acknowledges and agrees that it is sophisticated and prudent in business transactions and proceeds at its own risk under advice of its own counsel and advisors and without reliance on the CRA, and that the CRA bears no liability for direct, indirect or consequential damages. The only remedy available to the **Company** for any breach by the CRA is to require the CRA's specific performance under the terms and conditions of this Grant Agreement.

Section 12. Severability. Any provision of this Grant Agreement held by a court of competent jurisdiction to be invalid, illegal or unenforceable shall be severable and shall not be construed to render the remainder to be invalid, illegal or unenforceable.

Section 13. Effective Date and Term. This Grant Agreement shall become effective on the Effective Date first written above, and end, subject to the termination and severability provisions set forth herein, upon satisfaction in full of all of the obligations of the parties.

Section 14. Relationship. This Grant Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture among the CRA, and the **Company**. The **Company** cannot create any obligation or responsibility on behalf of the CRA or bind the CRA in any manner. Each party is acting for its own account, and it has made its own independent decisions to enter into this Grant Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each party acknowledges that none of the other parties hereto is acting as a fiduciary for or an adviser to it in respect of this Grant Agreement or any responsibility or obligation contemplated herein. The **Company** further represents and acknowledges that no one was paid a fee, commission, gift or other consideration by the **Company** as an inducement to entering into this Grant Agreement.

Section 15. Personal Liability. No provision of this Grant Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the CRA in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the CRA hereunder.

Section 16. Applicable Law and Venue. This Grant Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action, in equity or law, with respect to this Grant Agreement must be brought and heard in Martin County, Florida.

Section 17. Amendement. This Grant Agreement may not be amended, unless evidenced in writing and executed by all parties hereto.

Section 18. Notices. Any notices required to be given hereunder shall be effective upon receipt and sent by either facsimile, hand-delivery, U.S. mail, first class, postage prepaid, or by certified or registered mail (return receipt requested) to the following addresses:

To the CRA
131 SW Flagler Avenue
Stuart, Florida 34994
Email: pgandhi@ci.stuart.fl.us

To **Company**:

Nikolaus Schroth
3200 St. Lucie Blvd.,
Fort Pierce, FL 34946
NikSchroth@NAISouthCoast.com

Frank Wacha
P.O. Box 1610
Jensen Beach, FL 34958
FrankWacha@gmail.com

Section 19. Captions. The captions and headings of sections or paragraphs used in this Grant Agreement are for convenient reference only and shall not limit, define or otherwise affect the substance or construction of provisions of this Grant Agreement.

Section 20. Entire Agreement; Conflicts. This Grant Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written are merged herein. This agreement is intended to resolve all disputes between the parties which have arisen regarding the City's inability to provide water and sewer to the site.

Section 21. Attorney's Fees. Should either party have to pursue any legal remedies to enforce the terms of this Gran Agreement, the prevailing party shall be entitled to recover its costs and legal fees incurred before trial, during trial and in connection with any and all appellate proceedings.

IN WITNESS WHEREOF, the CRA and **Company** have executed this Grant Agreement as of the Effective Date.

COMMUNITY REDEVELOPMENT AGENCY
By: _____
Kelly Glass Leighton, Mayor

Attest:

_____
Clerk

Approved as to form and legal sufficiency
this ____ day of _____, 20__.

_____
Michael Mortell, City Attorney,
City of Stuart, Florida

STATE OF FLORIDA
COUNTY OF MARTIN
The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Kelly Glass Leighton, who is personally known to me.

_____
Notary Public, State of Florida
Printed Name: _____

Company – AVONLEA IMPROVEMENT COMPANY, LLC
a Florida limited liability company
By: _____
Name: _____
Title: _____

Witnesses:
(1) Sign Name:
Print Name: _____

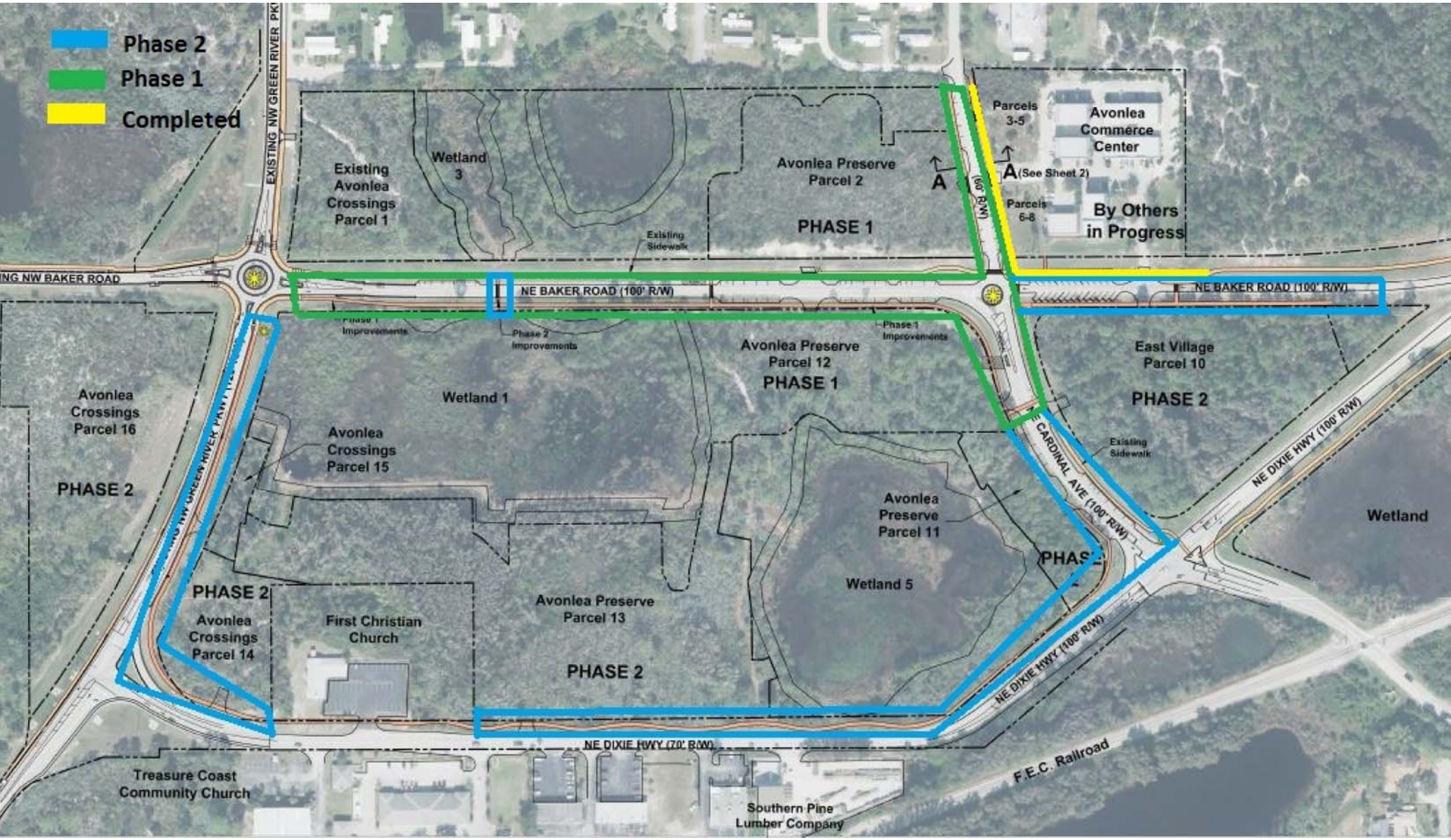
(2) Sign Name: _____
Print Name: _____

STATE OF FLORIDA
COUNTY OF _____
The foregoing instrument was acknowledged before me this ____ day of_____, 20__, by _____, as the _____ of _____, a Florida limited liability company, and who has acknowledged that he/she has executed the same on behalf of _____ and that he/she was authorized to do so. He/She is personally known to me or has produced _____ as identification.

_____

Notary Public, State of Florida
Printed Name: _____

EXHIBIT A
OFF-SITE IMPROVEMENTS PLAN


Phase 2
Phase 1
Completed
EXISTING NW GREEN RIVER PKWY
Existing Avonlea Crossings Parcel 1
Wetland 3
Avonlea Preserve Parcel 2
PHASE 1
Existing Sidewalk
A
(60' R/W)
Parcels 3-5
Avonlea Commerce Center
A (See Sheet 2)
Parcels 6-8
By Others in Progress
NG NW BAKER ROAD
NE BAKER ROAD (100' R/W)
NE BAKER ROAD (100' R/W)
Phase 1 Improvements
Phase 2 Improvements
Phase 1 Improvements
Avonlea Preserve Parcel 12
PHASE 1
East Village Parcel 10
PHASE 2
Avonlea Crossings Parcel 16
PHASE 2
Wetland 1
Avonlea Crossings Parcel 15
Existing Sidewalk
CARDINAL AVE (100' R/W)
NE DIXIE HWY (100' R/W)
Avonlea Preserve Parcel 11
Wetland
Wetland 5
PHASE 2
PHASE 2
Avonlea Crossings Parcel 14
First Christian Church
Avonlea Preserve Parcel 13
PHASE 2
NE DIXIE HWY (100' R/W)
NE DIXIE HWY (70' R/W)
Treasure Coast Community Church
Southern Pine Lumber Company
F.E.C. Railroad

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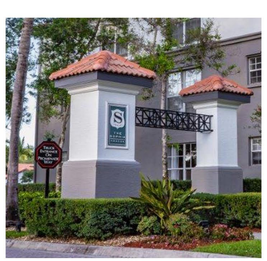
Avonlea Streetscape Design

Master Plan

City of Stuart Florida

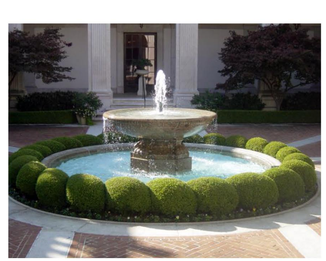
EXISTING NW GREEN RIVER PKWY
EXISTING NW BAKER ROAD
EXISTING NW GREEN RIVER PKWY (120' R/W)
NE BAKER ROAD (100' R/W)
NE CARDINAL AVE (100' R/W)
NE DIXIE HWY (100' R/W)
NE DIXIE HWY (70' R/W)
F.E.C. Railroad
(60' R/W)
Existing Avonlea Crossings Parcel 1
Wetland 3
Avonlea Preserve Parcel 2
PHASE 1
Existing Sidewalk
Parcels 3-5
Avonlea Commerce Center
A (See Sheet 2)
Parcels 6-8
By Others in Progress
C (See Sheet 4)
B
Phase 1 Improvements
Phase 2 Improvements
Avonlea Preserve Parcel 12
PHASE 1
B (See Sheet 3)
East Village Parcel 10
PHASE 2
Avonlea Crossings Parcel 16
PHASE 2
Wetland 1
Avonlea Crossings Parcel 15
Existing Sidewalk
E (See Sheet 6)
Avonlea Preserve Parcel 11
Wetland 5
E
PHASE 2
Wetland
PHASE 2
Avonlea Crossings Parcel 14
First Christian Church
Avonlea Preserve Parcel 13
PHASE 2
D
D (See Sheet 5)
Treasure Coast Community Church
Southern Pine Lumber Company

Examples of Gateway / Project Identity Features






Project Identity Monuments / Column Features

Large & Small Scale Water Features



Landscape Theme

Legend

- Existing Sidewalk / Multi-use Path
- Proposed Sidewalk / Multi-use Path
- Art Marker / Gateway Feature

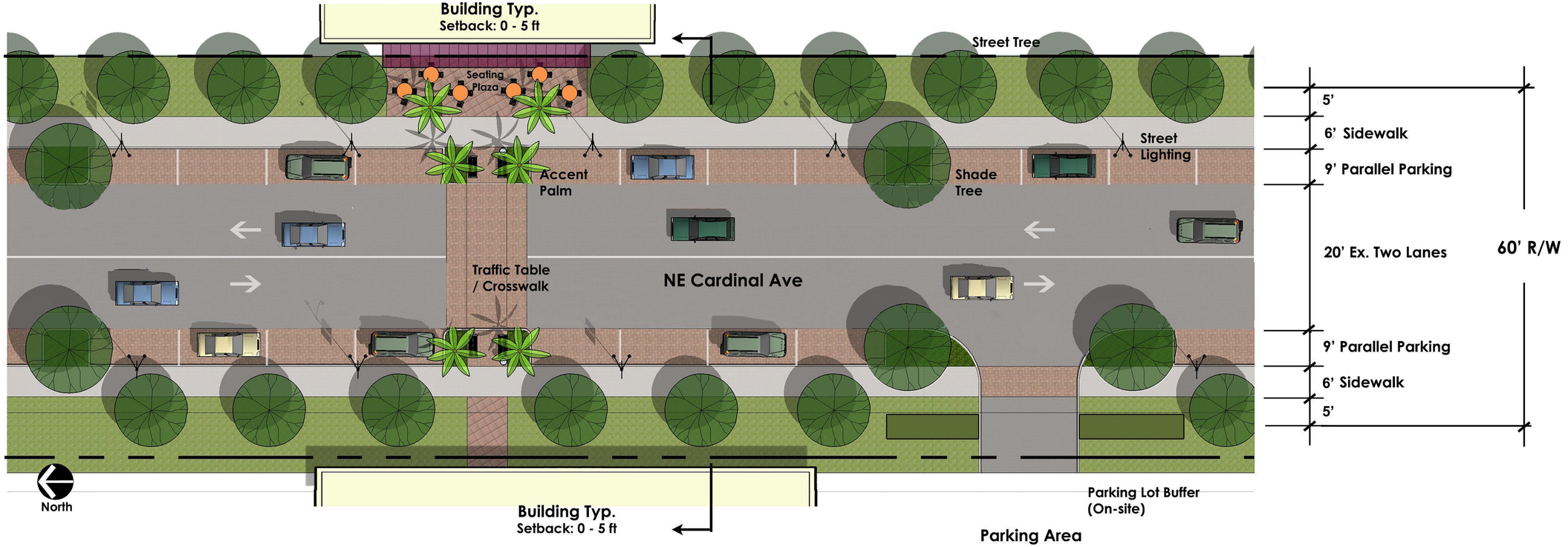
Scale: 1" = 100'

0' 50' 100' 200' 300'

North

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Job No.	17025
Drawn By	ES
Checked By	MH
Approved By	MH
Submittal Dates	11-11-16
Revision Dates	1-11-18

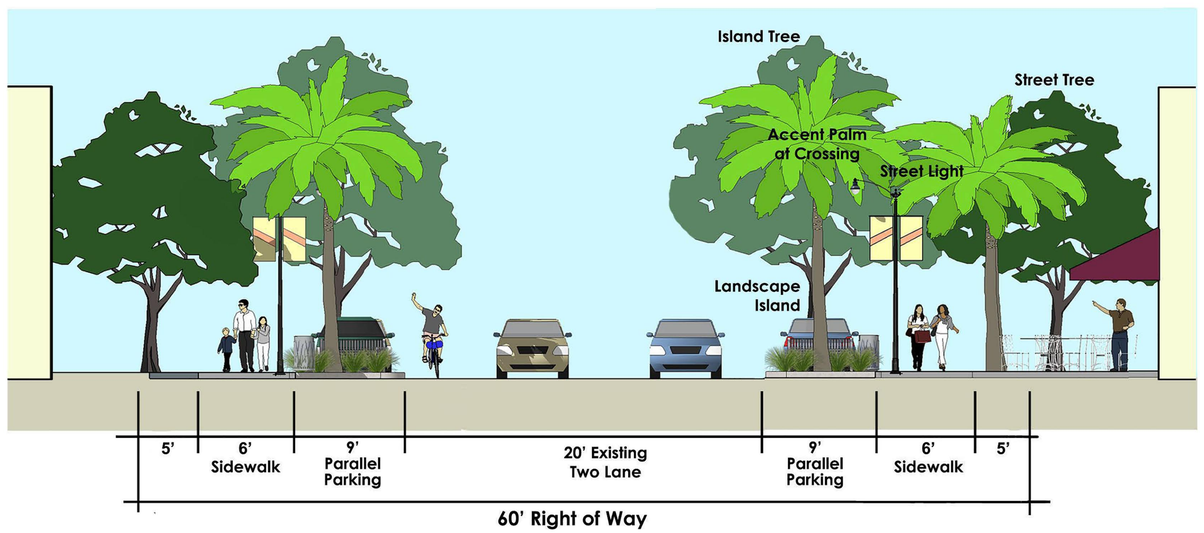


Pedestrian Crossing Typical

Showing Accent Palms, Benches, & Trash Can



NE Cardinal Ave. - Cross Section A - Looking North



North

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE
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Stuart, Florida 34994
T 772.678.7200
F 772.678.7201
www.hjadesignstudio.com
LA 0000905

Avonlea Streetscape Design

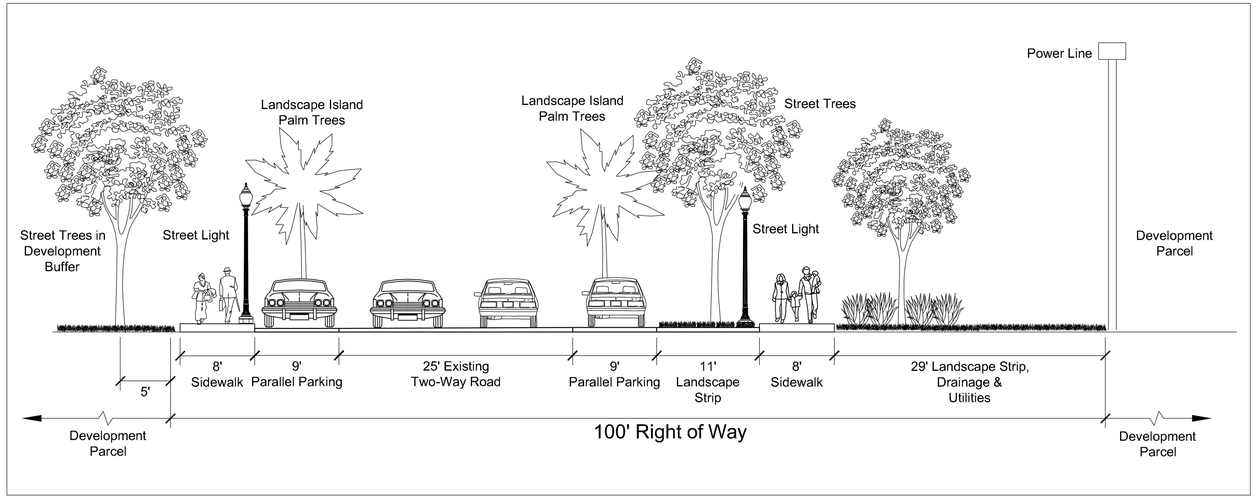
City of Stuart, Florida

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Job No.	17025
Drawn By	ES
Checked By	MH
Approved By	MH
Submittal Dates	
Revision Dates	

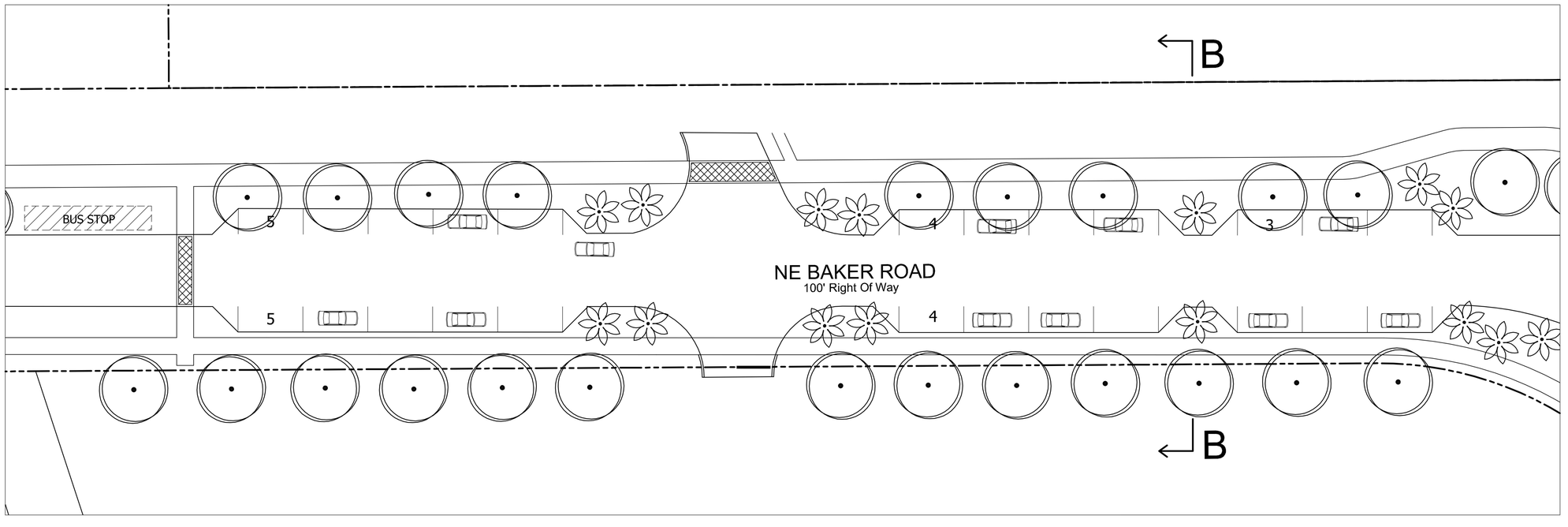
NE Baker Road - Two Way - Cross Section B - Looking West

Scale: NTS



NE Baker Road - Two Way Streetscape Along Development Typical

Scale: 1" = 20'



Scale: 1" = 20'

0' 10' 20' 40' 60'

North

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Avonlea Streetscape Design

City of Stuart, Florida

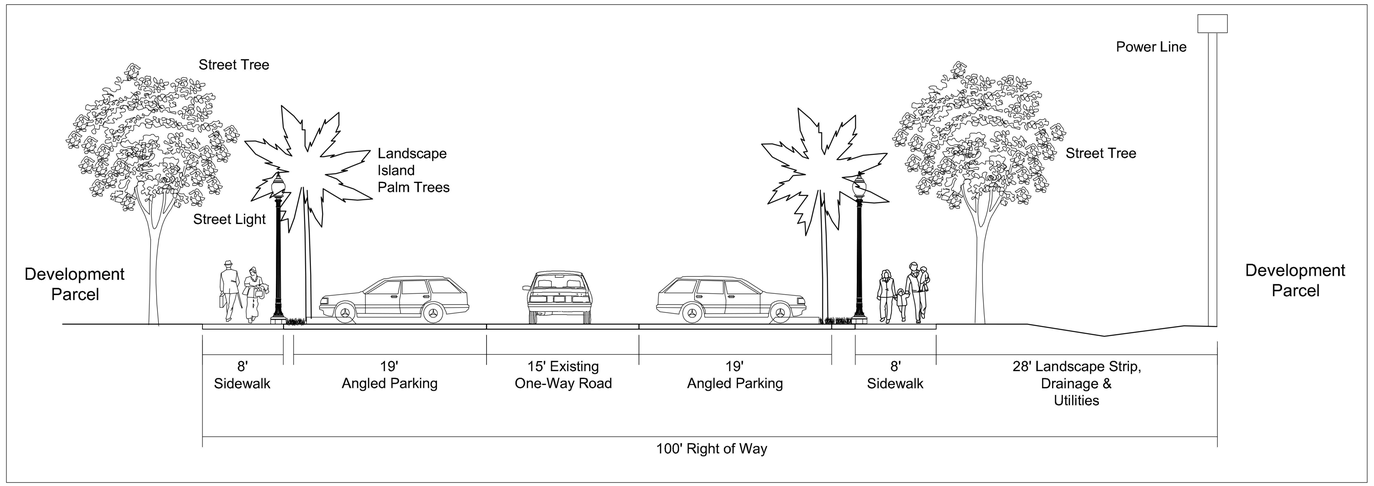
Copyright
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Job No. 17025
Drawn By HJ
Checked By MH
Approved By MH
Submittal Dates

Revision Dates

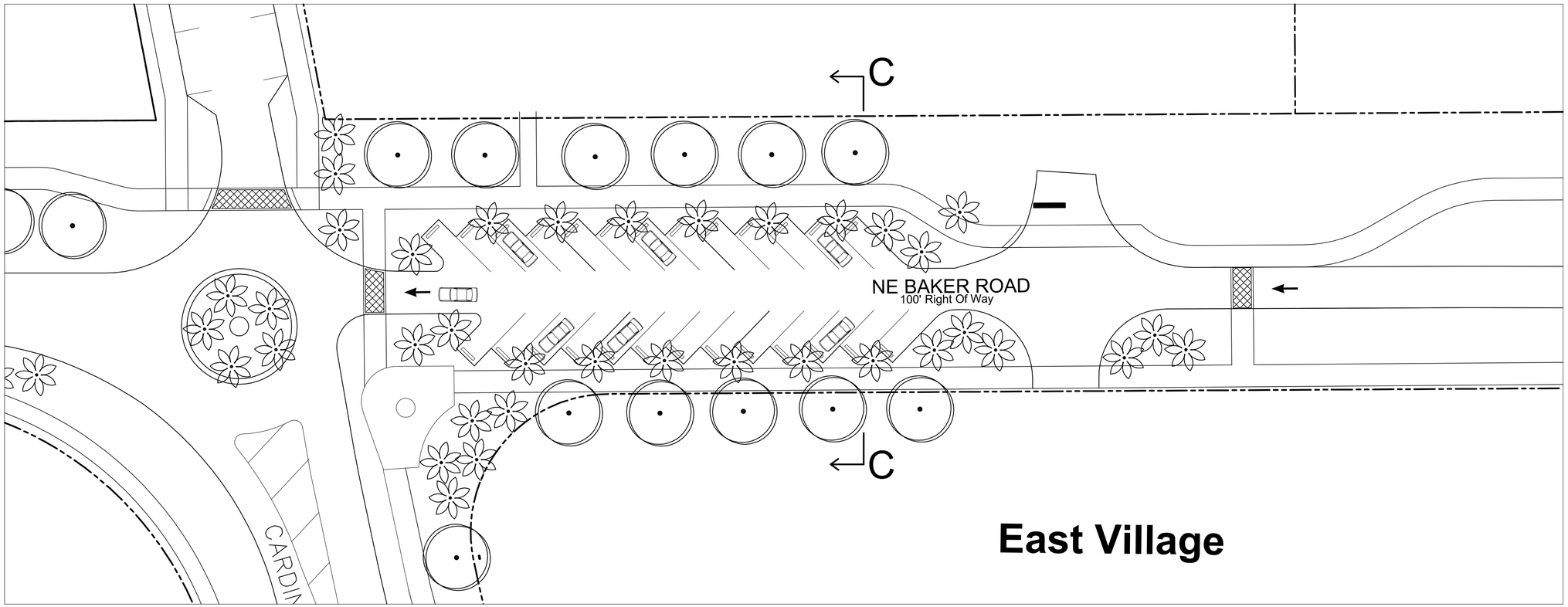
NE Baker Road - One Way - Cross Section C - Looking West

Scale: NTS



NE Baker Road - One-Way Streetscape Typical

Scale: 1" = 30'



Scale: 1" = 20'

0' 10' 20' 40' 60'

North

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Avonlea Streetscape Design

City of Stuart

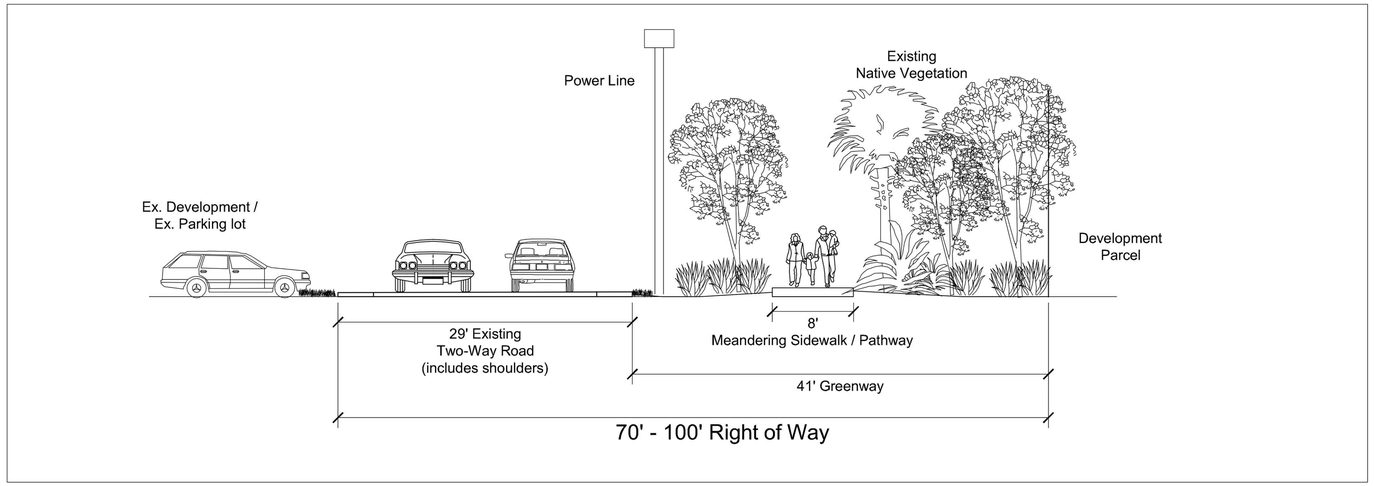
Florida

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Job No.	17025
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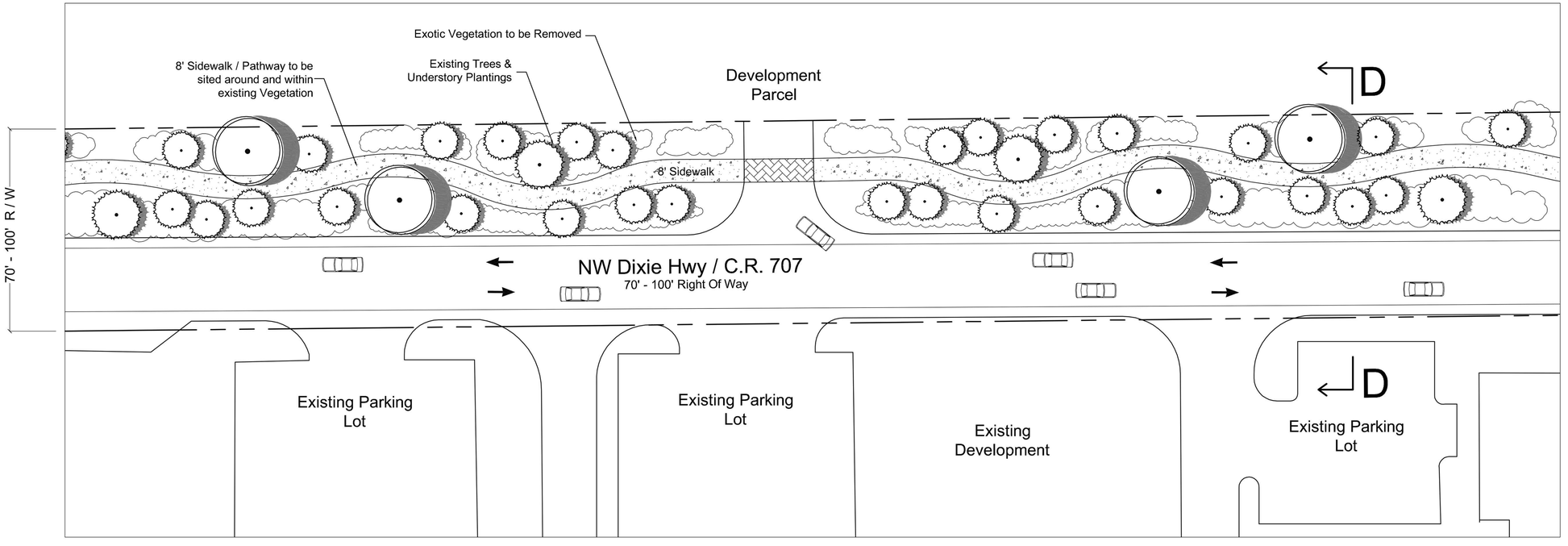
NW Dixie Hwy / C.R. 707 : 70' - 100' R/W - Cross Section D - Looking West

Scale: NTS



NW Dixie Hwy / C.R. 707

Scale: 1" = 20'



Scale: 1" = 20'

0' 10' 20' 40' 60'

North

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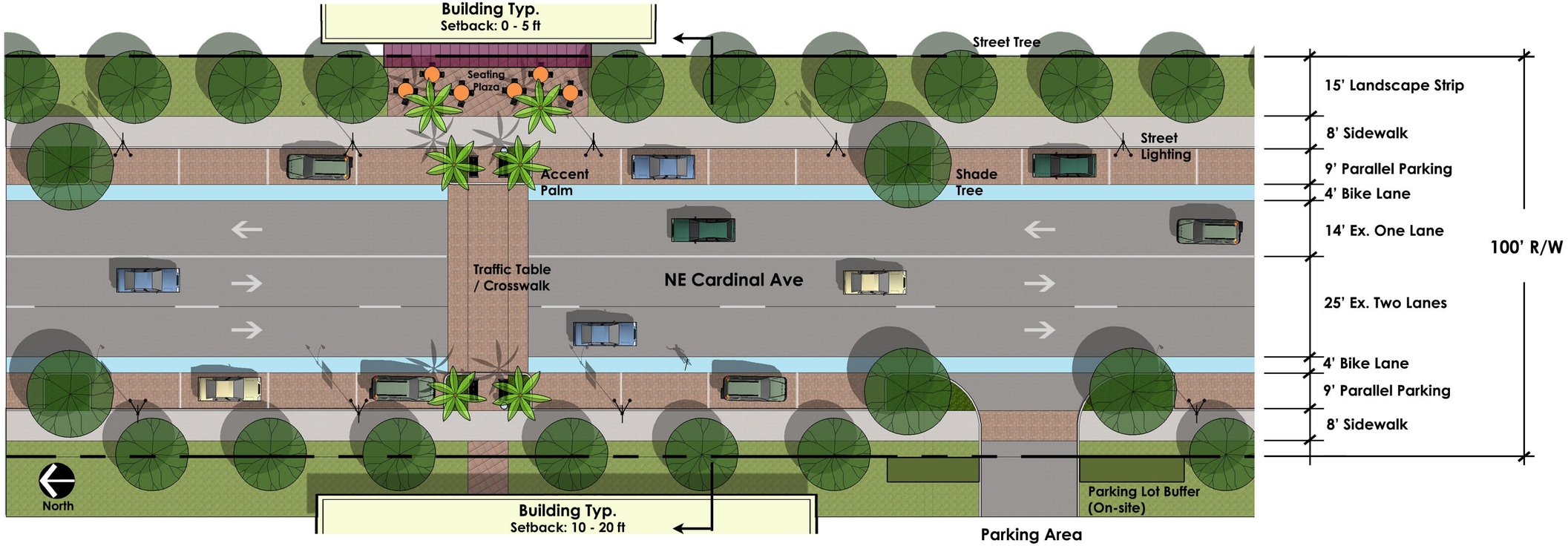
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Avonlea Streetscape Design

City of Stuart, Florida

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Drawn By	HJ
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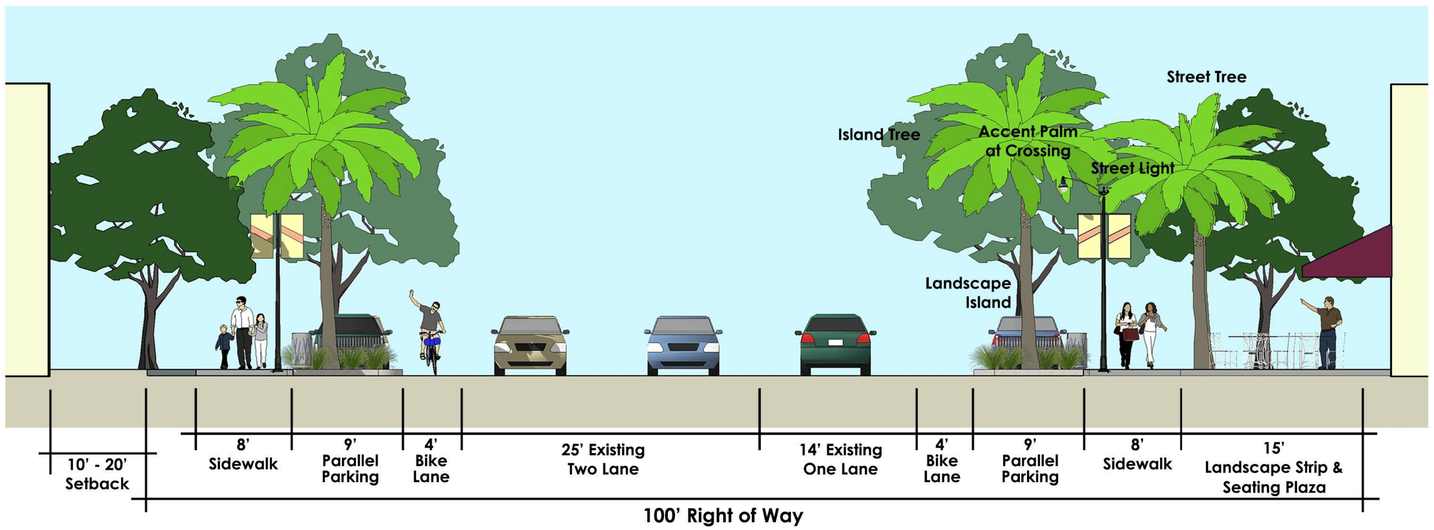


Pedestrian Crossing Typical

Showing Accent Palms, Benches, & Trash Can



NE Cardinal Ave. - Cross Section E - Looking North



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Avonlea Streetscape Design

City of Stuart, Florida

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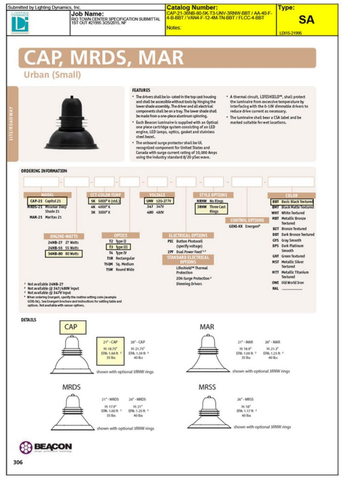
Job No. 17025
Drawn By HJ
Checked By MH
Approved By MH
Submittal Dates
Revision Dates

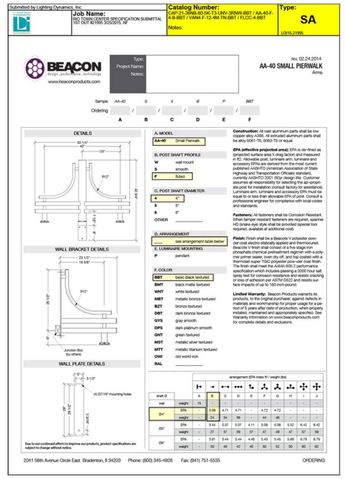
FLEXIBILITY

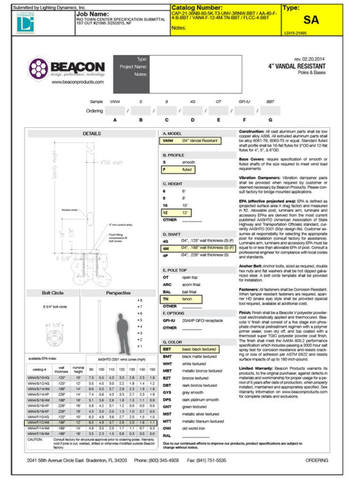
Creating scalable LED solutions for area lighting has never been easier. The **Urban**LED Series platform includes 4 luminaire styles, 3 sizes and 2 style options. Couple this with our arm and pole offerings and an endless possibility of configurations is achievable.

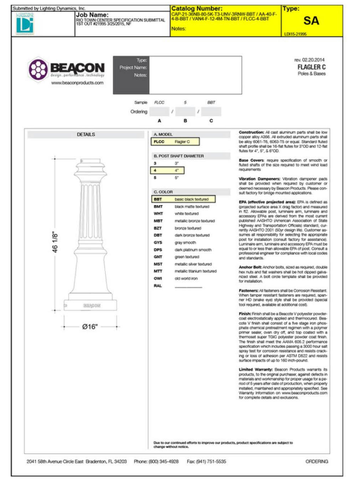


Beacon Lighting - Urban Series









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St. Louis, MO 63141
800.231.1327 tel.| 314.754.0835 fax
specify@anovafurnishings.com
anovafurnishings.com

AE2680STX— Airi Stix 6' Contour Bench

6' perforated steel contour bench with stix pattern seat and cast aluminum legs



Material
The 6' contour bench is composed of a 10-gauge perforated steel seat with cast aluminum legs. The seat features a unique architectural perforated stix pattern inspired by trees. The bench seat is 72" long and will support 200 lbs. per linear foot.
The bench legs have predrilled .33" diameter holes for surface mounting to prevent movement; mounting hardware is not included.

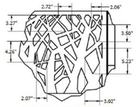
Finish
Fade-resistant, powder coated steel and aluminum components feature a state-of-the-art primer proven to prevent rusting. Treated components exceed the industry standard by 34% in testing by independent sources.

Color
See website or sales representative for color choices.

Assembly
The bench requires some assembly. Stainless steel assembly hardware is included.

Maintenance
The product is virtually maintenance-free and requires only periodic cleaning with a sponge and a solution of mild detergent and water to remove surface dirt. Do not clean with solvent or petroleum base products.

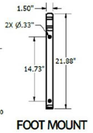
Warranty
20-year limited structural warranty with 7-year finish warranty against fading from the date of purchase. See full details on multi-year warranties for components at *www.anovafurnishings.com/warranty.aspx*.



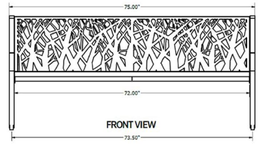
STIX PATTERN CLOSE-UP



SIDE VIEW



FOOT MOUNT



SHIPPING INFORMATION

Unit Weight	Unit Shipping Wt. UPS	Unit Shipping Wt. Truck (1+ Units)	Unit Ship Size w/Pallet	Max Units Per Pallet	Pallet Size/Wt. (32" x 74")	Total No. Pkgs.	Shipping Class
134 lbs.	N/A	154 lbs./unit	28.78 cu. ft.	2	100 lbs.	3	100

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St. Louis, MO 63141
800.231.1327 tel.| 314.754.0835 fax
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anovafurnishings.com

L1440A— Latitude 4' Contour Bench with Armrests

4' contour bench with steel slat seat, armrests and cast iron portable/surface mount legs



Material
The 4' contour bench is composed of a 12-gauge steel slat seat with a .75" wide slot pattern, cast iron legs and formed steel armrests. The bench is 47.88" long and will support 200 lbs. per linear foot.
The bench is designed to be portable for flexibility in placement or surface mounted using predrilled .4" diameter holes in feet to prevent movement. Mounting hardware is not included.

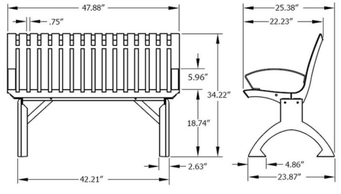
Finish
Steel slat seat is protected by the patented Fusion Advantage™ finish. The plastisol coating has an average thickness of .125" and is encapsulated with a richly tinted, high performance powder coating that won't rust, fade, peel, chip, crack, mold or mildew. The finish has been tested to the requirements of ASTM E1354 and determined to be in compliance with California Uniform Fire Code 1103.2.1.4.2.
Fade-resistant, powder coated legs, armrests and under supports feature a state-of-the-art primer proven to prevent rusting. Treated components exceed the industry standard by 34% in testing by independent sources.

Color
See website or sales representative for color choices.

Assembly
Some assembly is required. Stainless steel assembly hardware is included.

Maintenance
The product is virtually maintenance-free and requires only periodic cleaning with a sponge and a solution of mild detergent and water to remove surface dirt. Do not clean with solvent or petroleum base products.

Warranty
20-year limited structural warranty with 7-year finish warranty from the date of purchase. See full details on multi-year warranties for components at *www.anovafurnishings.com/warranty.aspx*.



SHIPPING INFORMATION

Unit Weight	Unit Shipping Wt. UPS	Unit Shipping Wt. Truck (1+ Units)	Unit Ship Size w/Pallet	Max Units Per Pallet	Pallet Size/Wt. (48" x 32")	Total No. Pkgs.	Shipping Class
109 lbs.	N/A	132 lbs./unit	21 cu. ft.	3	50 lbs.	3	70

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anovafurnishings.com

L1441A— Latitude 6' Contour Bench with Armrests

6' contour bench with steel slat seat, armrests and cast iron portable/surface mount legs



Material
The 6' contour bench is composed of a 12-gauge steel slat seat with a .75" wide slot pattern, cast iron legs and formed steel armrests. The bench is 71.75" long and will support 200 lbs. per linear foot.
The bench is designed to be portable for flexibility in placement or surface mounted using predrilled .4" diameter holes in feet to prevent movement. Mounting hardware is not included.

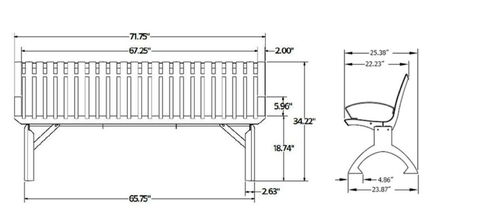
Finish
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SHIPPING INFORMATION

Unit Weight	Unit Shipping Wt. UPS	Unit Shipping Wt. Truck (1+ Units)	Unit Ship Size w/Pallet	Max Units Per Pallet	Pallet Size/Wt. (74" x 32")	Total No. Pkgs.	Shipping Class
140 lbs.	N/A	168 lbs./unit	30 cu. ft.	3	100 lbs.	3	70

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Anova - Bench Options



Urbanscape (Bench used at Memorial Park)
Product : BU1112C
Description: 6 Foot Bench with back and arms Faux-Wood
Portable Surface Mount
Wheat Bench
Textured_Black Framework

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE
50 E. Ocean Blvd., Suite 101
Stuart, Florida 34994
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F 772.678.7201
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Avonlea Streetscape Design
Streetscape Furnishings City of Stuart Florida

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Job No. 17025
Drawn By HJ
Checked By MH
Approved By MH
Submittal Dates
Revision Dates

EXHIBIT B

PCN#	Lot # & Legal		Base Value
28-37-41-013-000-00020-0	2	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$126,840
28-37-41-013-000-00080-0	8	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$39,530
28-37-41-013-000-00090-0	9	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$14,370
28-37-41-013-000-00120-0	12	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$132,300

EXHIBIT C

PCN#	Lot # & Legal		Base Value
28-37-41-013-000-00020-0	2	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$126,840
28-37-41-013-000-00080-0	8	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$39,530
28-37-41-013-000-00090-0	9	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$14,370
28-37-41-013-000-00100-0	10	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$170,520
28-37-41-013-000-00110-0	11	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$39,480
28-37-41-013-000-00120-0	12	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$132,300
28-37-41-013-000-00130-0	13	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$266,700
28-37-41-013-000-00140-0	14	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$66,780
28-37-41-013-000-00150-0	15	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$18,900
28-37-41-013-000-00160-0	16	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$507,390

EXHIBIT D

PCN#	Lot # & Legal		Base Value
28-37-41-013-000-00100-0	10	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$170,520
28-37-41-013-000-00110-0	11	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$39,480
28-37-41-013-000-00130-0	13	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$266,700
28-37-41-013-000-00140-0	14	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$66,780
28-37-41-013-000-00150-0	15	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$18,900
28-37-41-013-000-00160-0	16	NEW AVONLEA PUD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 35 PUBLIC RECORDS MARTIN COUNTY FLORIDA	$507,390

Avonlea Development Costs $1,939,606 62 $31,283.97

Lift Station $563,524

Item	Units	Measure	Unit Cost	Total Cost
Engineering	1		$15,600.00	$15,600
Permitting	1		$75,000.00	$75,000
Gravity Line	548		$130.00	$71,240
Man Hole	4		$2,500.00	$10,000
Force Main	1500	LF	$40.00	$60,000
Directional Bore	1		$20,000.00	$20,000
Lift Station	1		$215,000.00	$215,000
Generator	1		$50,000.00	$50,000
Contingency			10%	$46,684

Offsite Improvements (Phase 1) $406,488

Engineering	1		$18,000.00	$18,000
Permitting	1		$5,000.00	$5,000
Surveying	1		$3,000.00	$3,000
Geo Tech	1		$2,500.00	$2,500
Midblock Crossing	5,000	each	$2.00	$10,000
Grading	40	hrs	$30.00	$1,200
subgrade	850	SY	$2.00	$1,700
Paving/Concrete	7,500	SF	$6.00	$45,000
Sidewalk	1,033	SY	$40.00	$41,320
D Curbing	282		$14.00	$3,948
Header Curb	1,700	LF	$20.00	$34,000
Drainage structures	0		$2,000.00	$0
RCP	0		$50.00	$0
Landscaping	1		$75,000.00	$75,000
Roundabout Art	1		$10,000.00	$10,000
Light poles	13	each	$5,000.00	$65,000
Hand hole	13	each	$100.00	$1,300
Electrical coduit	2,000	LF	$4.00	$8,000
Wire	2,000	LF	$2.00	$4,000
Pavers	7,000	SF	$3.50	$24,500
Contingency			15%	$53,020

From: frank wacha
To: Gandhi-Savdas, Pinal
Subject: Re: Offsite Phasing
Date: Tuesday, July 10, 2018 12:12:30 PM

Lift Station						Total	$481,024	$144,307	LOT 10 share
	Item	Units	Measure	Unit Cost		Total Cost			
	Engineering	1		$15,600.00		$15,600			
	Permitting	1		$75,000.00		$0			
	Gravity Line	548		$130.00		$71,240			
	Man Hole	4		$2,500.00		$10,000			
	Force Main	1500	LF	$40.00		$60,000			
	Directional Bore	1		$20,000.00		$20,000			
	Lift Station	1		$215,000.00		$215,000			
	Generator	1		$50,000.00		$50,000			
	Contingency			10%		$39,184			
Offsite Improvements							$291,332	$435,639	
	Engineering	1		$0.00		$0			
	Permitting	1		$5,000.00		$5,000			
	Surveying	1		$3,000.00		$3,000			
	Geo Tech	1		$2,500.00		$2,500			
	Midblock Crossing	5,000	each	$1.00		$5,000			
	Grading	40	hrs	$30.00		$1,200			
	subgrade	850	SY	$2.00		$850			
	Paving/Concrete	5,000	SF	$6.00		$15,000			
	Sidewalk	1,033	SY	$40.00		$20,660			
	D Curbing	282		$14.00		$1,974			
	Header Curb	1,700	LF	$20.00		$17,000			
	Drainage structures	0		$2,000.00		$0			
	RCP	0		$50.00		$0			
	Landscaping	1		$25,000.00		$12,500			
	Roundabout Art	1		$0.00		$0			
	Light poles	13	each	$5,000.00		$32,500			
	Hand hole	13	each	$100.00		$1,300			
	Electrical coduit	2,000	LF	$4.00		$4,000			
	Wire	2,000	LF	$2.00		$2,000			
	Pavers	7,000	SF	$3.50		$24,500			
	Turn lane					$120,000			
	Contingency			15%		$22,348			

On Jul 9, 2018, at 6:37 PM, Gandhi-Savdas, Pinal <pgandhi@ci.stuart.fl.us> wrote:

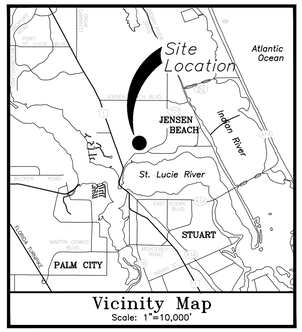
Can I please have a copy of the cost estimate/breakdown for parcel 10?

Pinal

Sent from my iPhone

NEW AVONLEA PUD – TAX INCREMENT REVENUE SHARING PROJECTION (OFF-SITE IMPROVEMENTS PHASE 1 and 2)

	Phase 1 Off-Site Improvements Tax Revenues	Year 2020	Year 2021	Year 2022	Year 2023	Year 2024	Post-REDA Agreement
	Base Assessed Value (Parcels 2, 8, 9, 12)	$313,040	$313,040	$313,040	$313,040	$313,040	$313,040
	New Assessed Value	$4,832,300	$9,600,000	$9,600,000	$9,600,000	$9,600,000	$9,600,000
	Increment Assessed Value	$4,519,260	$9,286,960	$9,286,960	$9,286,960	$9,286,960	$9,286,960
	City Mil	4.5	4.5	4.5	4.5	4.5	4.5
	City TIF Contribute	$19,320	$39,702	$39,702	$39,702	$39,702	$39,702
	County Mil	6.387	6.387	6.387	6.387	6.387	6.387
	County TIF Contribute	$27,421	$56,350	$56,350	$56,350	$56,350	$56,350
	Total New TIF Revenue	$46,741	$96,052	$96,052	$96,052	$96,052	$96,052
	Revenue Allocation						
	Share to Avonlea project (50% for 5 years)	$23,371	$48,026	$48,026	$48,026	$48,026	$0
	Share to CRA (50% for 5 years, then 100%)	$23,371	$48,026	$48,026	$48,026	$48,026	100%
	Phase 2 Off-Site Improvements Tax Revenues	**Year 2023**	**Year 2024**	**Year 2025**	**Year 2026**	**Year 2027**	**Post-REDA Agreement**
	Base Assessed Value (Parcels 10, 11, 13, 14, 15, 16)	$1,069,770	$1,069,770	$1,069,770	$1,069,770	$1,069,770	$1,069,770
	New Assessed Value	$6,047,860	$32,823,480	$37,862,000	$40,690,000	$40,690,000	$40,690,000
	Increment Assessed Value	$4,978,090	$31,753,710	$36,792,230	$39,620,230	$39,620,230	$39,620,230
	City Mil	4.5	4.5	4.5	4.5	4.5	4.5
	City TIF Contribute	$21,281	$135,747	$157,287	$169,376	$169,376	$169,376
	County Mil	6.387	6.387	6.387	6.387	6.387	6.387
	County TIF Contribute	$30,205	$192,670	$223,242	$240,402	$240,402	$240,402
	Total New TIF Revenue	$51,487	$328,418	$380,529	$409,778	$409,778	$409,778
	Revenue Allocation						
	Share to Avonlea project (50% for 5 years)	$25,743	$164,209	$190,265	$204,889	$204,889	$0
	Share to CRA (50% for 5 years, then 100%)	$25,743	$164,209	$190,265	$204,889	$204,889	100%



Lucido & Associates

Land Planning / Landscape Architecture

701 E Ocean Blvd., Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-0220
100 Avenue A Suite 2A, Fort Pierce, Florida 34950 (772) 467-1301, Fax (772) 467-1303
800 Highland Avenue, Orlando, Florida 32803 (407) 839-3701, Fax (407) 872-0869

Preservation Data:	Acres	%
Total Site Area	49.04 ac	100.0%
Created Upland	5.28 ac	10.8%
Proposed Wetland Preserve	12.60 ac	25.7%
Existing Native Upland Habitat	31.16 ac	63.5%
Required Upland Preserve Area (25% of Existing Native Upland Habitat)	7.79 ac	
Proposed Upland Preserve	7.79 ac	
Total Preserve Area (Includes Wetland and Upland Preserves)	20.40 ac	41.6%
Total Development Area	28.64 ac	58.4%
Total Site Area:	49.04 ac	100%

Open Space Calculations:*	Acres
Total Site Area:	49.04 ac
(Less) Wetlands:	12.60 ac
Area Subject To Open Space Requirement:	36.44 ac
Minimum Open Space Required (30%):	10.93 ac
Open Space Provided By Upland Preserve:	7.79 ac
Open Space To Be Provided Within Development:	3.14 ac
Open Space To Be Provided In RPUD: 1.48 ac	
Open Space To Be Provided In CPUD: 1.66 ac	
Total Open Space Provided:	10.93 ac

*Open space shall be 30% of total site area less wetlands.

General Notes

-Side□□□s □long C□rdin□l Ro□d s□□□e □□□ini□u□ o□□□
-Side□□□s □long B□er Ro□d s□□□e □□□ini□u□ o□ 6□nd □□□e □□□ini□u□ □□er□ge □ld□o□□□or A□one E□s□Vi□□ge S□ree□ron□□□□s□nd di□ided side□□□s □□□□oun□o□□rds □□s re□uire□en□

Legal Description

See E□□□□A in PUD Agree□en□

Legend

- E□isting We□□nds under Sou□□F□rid□ W□ter M□n□ge□en□ Conser□□□ion E□se□en□
- E□isting We□□nd Bu□er under Sou□□F□rid□ W□ter M□n□ge□en□ Conser□□□ion E□se□en□
- E□isting U□□nd Preser□e under Sou□□F□rid□ W□ter M□n□ge□en□ Conser□□□ion E□se□en□
- Pro□osed U□□nd Preser□e
- E□isting De□e□o□□en□
- Arro□s re□resen□□on□e□u□dri□e□□□□onne□□ions □nd in□er□onne□□□□□□e□een □□r□es.

Maximum Density per CPUD and RPUD	
Residential Units	325 units
Gross Commercial Floor Area	282,000 sf
Commercial Residential Units	160 units
Assisted Living Facility	200 units

RPUD	Parcel	Site Area	Maximum Building Coverage	Developable Area	Max. Impervious	Maximum Density	Maximum Units	Maximum ALF Units	Permitted Uses:
Avonlea Preserve A	2	3.11 ac	30%	2.98 ac	75%	15 upa	44 units	200 Units Combined w/ CPUD	Multifamily, Attached, Single Family,ALF
Avonlea Preserve B	12	3.07 ac	30%	3.07 ac	75%	15 upa	46 units		
Avonlea Preserve C	13	6.35 ac	30%	6.35 ac	75%	15 upa	95 units		
Total		12.53 ac		12.40 ac			185 units		
		Total: 12.53 ac							

Notes:
(1) The development mix in the CPUD and RPUD meet the minimum 10% commercial and 30% residential of the Neighborhood Special District land use.
(2) Maximum building coverage within the RPUD shall not exceed 30% of the total site area of the RPUD including a pro-rata share of the preserve area (43.3%)

CPUD	Parcel	Site Area	Developable Area	Maximum Gross Commercial Floor Area (2)	Max. Residential Units/ Live Work Units	Maximum Commercial Residential	Maximum ALF Units
Avonlea Commerce Phase 1	N/A	2.20 ac	2.20 ac	23,700 sf (Completed)	5 units (Completed)	Not Applicable	200 Units Combined w/ RPUD
Avonlea Commerce Phase 2	3-9	0.79 ac	0.79 ac	33,300 sf	5 units	Not Applicable	
East Village	10	4.07 ac	4.07 ac	100,000 sf	50 units	80 units	
Avonlea Crossings A	1	2.07 ac	2.07 ac	20,000 sf	Not Applicable		
Avonlea Crossings B	16	4.22 ac	4.16 ac	65,000 sf	75 units	80 units	
Avonlea Crossings C	14	1.60 ac	1.60 ac	20,000 sf	Not Applicable		
Avonlea Crossings D	15	0.45 ac	0.45 ac	5,000 sf	5 units	Not Applicable	
Avonlea Preserve D	11	0.90 ac	0.90 ac	15,000 sf	Not Applicable		
Total		16.30 ac	16.24 ac	282,000 sf	140 units	160 units	

(1) The development mix in the CPUD and RPUD meet the minimum 10% commercial and 30% residential of the Neighborhood Special District land use.
(2) Allowable commercial uses listed in Avonlea PUD Agreement

NORTH

SCALE
0 50' 100' 200'

N□□ A□□□□□□ PUD

Master Parcel Plan

City of Stuart, Martin County, Florida

Scale	1"= 100'	Revisions
Drawn by		
Checked By		
Computer File	13-571 Master Site Plan Final Re	Sheet
Computer Station	Server	1 of 1
Project Number	13-571	
Date	4-06-2015	

Drawing Name: J:\Projects Active\13-571 Avonlea PUD Master Site Plan\Site Plan\ Apr 06, 2015 - 2:45pm 13-571 Master Site Plan Final-SCC Set.dwg

MINUTES

COMMUNITY REDEVELOPMENT/HISTORIC PRESERVATION BOARD
JULY 12, 2018 AT 4:00PM
CITY COMMISSION CHAMBERS
121 S.W. FLAGLER AVE.
STUART, FLORIDA 34994

COMMUNITY REDEVELOPMENT BOARD MEMBERS
Chair – Drew Pittman
Vice Chair – Chris Lewis
Board Member – Frank Wacha
Board Member – Mac Stout
Board Member – Pete Walson
Board Member – Michael Meier
Board Member – John Gonzalez

ADMINISTRATIVE
Development Director, Kev Freeman
Assistant to the City Manager, Pinal Gandhi-Savdas
Board Secretary, Michelle Vicat

CALL TO ORDER **4:00 PM**

ROLL CALL **4:00 PM Roll Call.**

Present: John Gonzalez, Pete Walson, Frank Wacha, Drew Pittman, Michael Meier. Absent: Mac Stout, Chris Lewis.

APPROVAL OF MINUTES

COMMENTS FROM THE PUBLIC (5 min. max): None

COMMENTS FROM THE BOARD MEMBERS

OTHER MATTERS BEFORE THE BOARD

1. Discussion and Deliberation to consider the CRA Real Estate Development Accelerator (REDA) Pilot Program

PRESENTATION: Pinal Gandhi-Savdas

COMMENTS FROM THE PUBLIC (5 min. max): None

COMMENTS FROM THE BOARD MEMBERS

Michael Meier thanked Pinal for this and said for the record he had met with her a few times and been able to ask questions and get feedback on this and thought this is a fantastic step towards putting teeth on how they can use CRA funds strategically. He wanted to clarify that "mix of housing types to support diverse work force" is the way of saying workforce housing is a priority and to make sure that "environmental cleanup" didn't include razing wetlands.

Pinal Gandhi-Savdas said it would have to be approved by the development department.

John Gonzalez asked if they should strike that language.

Frank Wacha said as someone who has restored significant amounts of wetlands, you have to spend significant dollars to do that which is why there is so much wetland. He said you can just get credit for it and you need to spend significant dollars in order to take them down.

Dave Dyess suggested that Pinal put something in there to exclude that.

Pete Walson asked if they could add "should meet one or more".

John Gonzalez asked if projects that have already been approved qualify for this.

Pinal Gandhi-Savdas said the way it's written, they couldn't.

John Gonzalez said the overall budget of the city won't be affected and asked if there were any unforeseen problems this could cause as far as keeping the 50% in TIF.

Joly Boglioli said as far as the proposed budget for 2019, the CRA is expecting to collect over $2M in TIF proceeds and thought they should accelerate the program as soon as possible. He said there is a new exemption for affordable housing and their taxable value is cut in half which dropped approximately $500,000 off the tax roll this year.

Frank Wacha asked if they could build a little flexibility in there to benefit something like Reb Oil as the extreme cost to turn it into what is required by urban code is making it just sit there.

John Gonzalez asked why it couldn't be 50% across the board.

Pinal Gandhi-Savdas said they could.

Pete Walson said the original premise was that it have a significant impact and thinks it needs to meet one or more of those conditions and he can't visualize something under $500,000 would have a significant impact on public welfare or jobs.

Drew Pittman said he just closed on Creative Auto and he was trying to get them to do something with the building that would be aesthetically pleasing but it was under the $500,000 threshold. He said the city just gave the Lyric Theatre $100,000 and when you come out of the Lyric you see Creative Auto and the roof is falling in and thought smaller businesses could use the help.

Frank Wacha said there is quite a bit of funds and said if they don't spend it, they have to return it.

Pinal Gandhi said maybe they could come up with a different program for the smaller projects.

Drew Pittman said he liked John's idea of 50%.

Frank Wacha said this program needs to be put in place, but wished the threshold wasn't such a high number.

John Gonzalez asked if they could change the minimum criteria to two and make it 50%.

Michael Meier said they have money they need to spend and incentivize projects and may be trying to micro manage and thought everything should be up to 50%.

Frank Wacha thought Pinal should change the $5M to $1M.

Drew Pittman wanted something that they can sell to the community as a benefit.

Michael Meier said that they agree that the max is 50% and the number of eligibility criteria that are met are issues and he didn't think it should have to be a $5M project because they have the money and should spend it.

Frank Wacha thought they should use the 3rd model and eliminate projects over $5M and thought they should be more flexible.

Michael Meier asked Pete if he would agree to the 3rd model and $1M.

Pete Walson said he could agree to both but he was a little off base on what the purpose of this is. He said he approached this as an ordinance that would foster development on undeveloped property and did not look on it as a rehab project for existing properties but if it's the sense of the board he can get over it.

Drew Pittman asked Pinal what her definition of development was.

Pinal Gandhi-Savdas said she was covering new development and rehabs.

5:01 PM Motion: Approve using Model #3 and changing it to projects over $1M, Action: Approve, Moved by John Gonzalez, Seconded by Frank Wacha. Approved unanimously

Drew Pittman said he was good with all of that except they weren't giving away any money that was in the coffers, this is money they never would have had and asked the problem what was wrong with improving building that would only cost $200,000?

Pinal Gandhi-Savdas said she thought that was a separate program and would work on that as soon as she could.

Pete Walson suggested staff do a survey of vacant property that would fit what they are trying to do and what came to mind was Northpoint, the city garage and the ballfields and asked Joly if he was taking care of the affordable and market rate. He asked if the city ever considered doing any type of tax abatement on properties like Creative Auto.

2. Resolution No. 01-2018 Grant Agreement w/Avonlea

PRESENTATION: Pinal Gandhi-Savdas

COMMENTS FROM THE PUBLIC (5 min. max): None

COMMENTS FROM THE BOARD MEMBERS

Pete Walson asked if the improvement for Phase I made it two way or one.

Nik Schroth said it keeps the current traffic flows, adds an extension of the pavement and a roundabout.

Pete Walson saw large and small scale water features and asked if they would be asking for art.

Nik Schroth said they will be proposing to place art on various areas of the property such as the roundabout.

Michael Meier clarified that by approving this they are tying the REDA to Phase 1 and Phase 2, they can't split them apart.

Pinal Gandhi-Savdas said yes and Phase 2 has to be completed by 2022.

Michael Meier said he has a reservation approving two phases.

Nik Schroth said they are making a commitment to building both phases before 2022 and are asking for reciprocation of committing to this agreement.

Pinal Gandhi-Savdas pointed out

Michael Meier asked if Phase 1 was strictly residential.

Nik Schroth said it was.

Michael Meier asked him about the history of this and some promises that were made regarding water service and how it's been made more difficult for him and this might be seen as a way to make good.

Nik Schroth said there have been challenges and they have been discussed with staff and things have changed as well as there have been changes in staff and the TIF agreement was a way to let bygones be bygones.

Frank Wacha said he has been at his for a long time and he's had this designed for a long time and he put up the bond and it's had a long history and if this type of program was in place at the time, it might have kept it going. He said Nik building the first phase will be significant.

 **5:36 PM Motion: Action: Approve, Moved by John Gonzalez, Seconded by Pete Walson. Motion passed 4/1 with Frank Wacha abstaining**

STAFF UPDATE: None

ADJOURNMENT **5:40 PM Motion: Action: Adjourn, Moved by Frank Wacha, Seconded by John Gonzalez. Motion passed unanimously.**

APPROVED

_____
Drew Pittman, Chair

RESPECTFULLY SUBMITTED

_____
Michelle Vicat, Board Secretary