



THE COMMUNITY REDEVELOPMENT AGENCY
FOR PORT ORANGE TOWN CENTER
MEETING AGENDA

COUNCIL CHAMBERS – 6:30 PM – CITY HALL
DECEMBER 1, 2015

A. OPENING

1. Roll Call

B. DISCUSSION/ACTION

2. Approval of Minutes
September 9, 2015
3. Lease Renewal Agreement for Cardwell Funeral Home/3571
Ridgewood Avenue
4. Public Comments
5. CRA Member Comments

C. ADJOURNMENT

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE COMMUNITY REDEVELOPMENT AGENCY FOR PORT ORANGE TOWN CENTER WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE HE OR SHE MAY NEED TO ENSURE AT HIS OR HER OWN EXPENSE FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE OF THE PROCEEDING UPON WHICH THE APPEAL IS TO BE BASED.

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER: 386-506-5563, WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE; IF YOU ARE HEARING OR VOICE IMPAIRED CONTACT THE RELAY OPERATOR AT 1-800-955-8771 FOR INFORMATION.

TOWN CENTER CRA MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
SEPTEMBER 9, 2015

THE REGULAR MEETING of the TOWN CENTER CRA was called to order by Chairman Allen Green at 8:29 p.m.

Roll Call:	Present:	Member Bob Ford Member Donald Burnette Member Drew Bastian Member Scott Stiltner Chairman Allen Green
	Absent:	Member Ben Talluto
	Also Present:	Jake Johansson, City Manager Margaret T. Roberts, City Attorney Robin Fenwick, City Clerk

DISCUSSION/ACTION ITEMS

2. Approval of Minutes – March 17, 2015

Motion to approve was made by Member Ford, and Seconded by Member Burnette. Motion carried unanimously by voice vote.

3. Resolution No. 15-1 - FY16 Preliminary Town Center Revenue and Expense Budget

Chairman Green read Resolution No. 15-1.

Motion to approve Resolution No. 15-1 was made by Member Burnette, and Seconded by Member Bastian. Motion carried unanimously by roll call vote after no public comments.

4. Public comments - none

5. CRA Member comments

Member Burnette asked if phase 1A is on track for completion. Wayne Clark, Community Development Director, said it will be very close to on-schedule.

Adjourned 8:31 p.m.

Chairman Allen Green



COMMUNITY REDEVELOPMENT AGENCY FOR PORT ORANGE TOWN CENTER

REQUESTED AGENCY MEETING DATE: 12/01/2015

Consent Item: No

SUBJECT: Lease Renewal Agreement for Cardwell Funeral Home/3571 Ridgewood Avenue

DEPARTMENT: Community Development

RECOMMENDED MOTION: Move to approve the Lease Renewal Agreement between Cardwell Funeral Home, Inc., Stonemor Florida Subsidiary LLC, and the Community Redevelopment Agency (CRA) for Port Orange Town Center and authorize Chairman Green and the City Clerk to execute all required documents for this purpose.

SUMMARY: When the property at 3571 Ridgewood Avenue was purchased by the CRA in 2009, the CRA assumed the lease with Cardwell Funeral Home that was entered into on December 16, 2008. That lease, which was for an initial four year term, was renewed and extended by the CRA in 2012, 2013 and 2014, each time for an additional one year term. The current lease is due to expire on December 10, 2015. The subject Lease Renewal Agreement will extend the lease under all original terms and conditions for an additional one year period commencing on December 10, 2015. Included in these terms is the ability for either party to terminate with ninety (90) days written notice.

The tenant has made regular payments in compliance with the terms of their lease. Consistent with previous years, the lease rate is scheduled to be \$2,000 per month, with the tenant paying for all property maintenance and taxes. Upon termination or expiration of the lease, the tenant is required to conduct environmental testing of the septic tank and remediate if necessary.

ATTACHMENTS:

1.	Lease Renewal Agreement	CardwellStoneMor Lease Extension 11.10.15.pdf
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Cruz, Penelope
Burman, Tim
Riehm, Tracey
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 11/12/2015
Approved - 11/12/2015
Approved - 11/14/2015
Approved - 11/25/2015
New -

AGENCY ACTION: New
CONTINUATION DATE:

Follow up letter/action needed by: Department-No, Clerk's Office-No, or N/A-No

This Instrument Prepared By:
Matthew J. Jones, Assistant City Attorney
City of Port Orange, Florida
1000 City Center Circle
Port Orange FL 32129

Return Recorded Instrument to:

City Clerk
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

Parcel No. 6303-10-02-0030

3571 Ridgewood Ave., Port Orange, Florida 32129

Space Reserved for Recording Data

LEASE RENEWAL AGREEMENT

THIS LEASE RENEWAL AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2015, between **STONEMOR FLORIDA SUBSIDIARY LLC**, a Florida limited liability company, whose mailing address is: 311 Veterans Highway, Suite B, Levittown, PA 19056 (hereinafter referred to as "StoneMor" or "Tenant"); and the **COMMUNITY REDEVELOPMENT AGENCY FOR PORT ORANGE TOWN CENTER**, a public body corporate and politic established pursuant to Section 163.356, Florida Statutes, located in the City of Port Orange, Volusia County, Florida, whose mailing address is: 1000 City Center Circle, Port Orange, FL 32129-4144 (hereinafter referred to as "Owner" or "Landlord"), and the heirs, legal representatives, successors and assigns of the respective parties.

WHEREAS, Cardwell Funeral Home, Inc. ("Cardwell"), a Florida corporation, entered into a lease agreement dated December 16, 2008, ("Lease") whereby Cardwell leased the parcel of land situated at 3571 Ridgewood Ave., Port Orange, Florida, together with any improvements thereon, and being more fully described as follows:

The Westerly 316 feet of the Southerly ½ of Lot 2, and the Westerly 316 feet of the Northerly ½ of Lot 3, All in Block 2, HAND TRACT, Port Orange, Florida, according to the map or plat thereof, as recorded in Map Book 2, Page 185, Public Records of Volusia County, Florida, EXCEPTING THEREFROM that portion lying in U.S. Highway No. 1 as now established and in use.
(Parcel ID#: 6303-10-02-0030) (the "Property")

WHEREAS, a short form memorandum of lease agreement was executed by Cardwell and Owner on November 3, 2009, and recorded in the Official Records of Volusia County at Book 6416, Page 183; and

WHEREAS, the Lease term was for a period of four (4) years from the 10th day of December, 2008, which term may be extended for additional one year periods at the end of the term, upon mutual agreement of the parties; and

WHEREAS, the Lease was renewed for an additional year and assigned by Cardwell to StoneMor on December 4, 2012, pursuant to the Assignment and Assumption of Tenant's Interest in Lease recorded in the Official Records of Volusia County at Book 6793,

Page 2562; and

WHEREAS, the Lease was renewed for an additional year by Cardwell and StoneMor on December 10, 2013; and

WHEREAS, the Lease was renewed for an additional year by Cardwell and StoneMor on December 9, 2014; and

WHEREAS, the Owner, and StoneMor desire to renew the Lease for an additional year so long as all parties are aware that the Owner is actively seeking development of the Property together with surrounding parcels and therefore may have to terminate the Lease for convenience in the event that the property is sold within the term of this renewal; and

WHEREAS, StoneMor specifically acknowledges that StoneMor has read paragraph 20.6 of the Lease regarding environmental hazards; and

WHEREAS, the StoneMor acknowledges that an environmental testing of the septic tank at the Property conducted by G & S Good Environmental, Inc., in July 2012 uncovered chemicals exceeding the State's Groundwater Target Cleanup Levels (Chapter 62-777 Florida Administrative Code "FAC") which required remediation;

NOW THEREFORE, the Parties, for good and valuable consideration, receipt whereof is hereby acknowledged, intending to be legally bound, agree as follows:

1. The above premises are true and correct and are incorporated herein as material provisions of this Agreement.

2. The Owner and StoneMor hereby agree to renew the Lease for an additional one (1) year period commencing December 10, 2015.

3. All rents, terms, covenants, and conditions set forth in the Lease are incorporated herein just as fully and completely as if said terms and conditions were set forth herein, and shall remain in full force and effect unless expressly amended in this Agreement where the Owner shall be the Community Redevelopment Agency for Port Orange Town Center and the Tenant shall be Stonemor Florida Subsidiary LLC.

4. StoneMor agrees to engage G & S Good Environmental, Inc. to conduct additional sampling and testing for hazardous regulated substances in the septic tank by G & S Good Environmental, Inc. within sixty (60) days of the termination or expiration of this Lease. If the Lease is extended on an annual basis, StoneMor shall not be required to conduct sampling and testing for hazardous regulated substances for each extension, but shall be required to conduct said testing and sampling upon the termination or expiration of this Lease. In the event that any testing indicates levels of regulated substances in concentrations requiring remediation under applicable government law or regulations, StoneMor shall remediate the Property such that the Property is in conformance with applicable environmental laws and regulations. StoneMor shall commence remediation within sixty (60) days from receiving test results indicating remediation is required and use continuous diligent efforts to complete the remediation in a commercially reasonable time period. The obligations of this paragraph shall survive the termination or expiration of this

Lease.

5. The Owner may terminate the Lease upon giving StoneMor ninety (90) days written notice and StoneMor may similarly terminate the Lease upon giving ninety (90) days written notice to the Owner. Any termination under this section shall be termination for convenience and does not require either party to be in default.

6. Rental payments shall be directed to the Finance Department - Accounts receivable, 1000 City Center Circle, Port Orange, FL 32129.

7. Notices shall be directed to:

Owner/Landlord: Community Redevelopment Agency for Port
Orange Town Center
1000 City Center Circle
Port Orange, FL 32129

Copy to: City Attorney's Office
1000 City Center Circle
Port Orange, FL 32129

StoneMor/Tenant: StoneMor Florida Subsidiary LLC
c/o StoneMor Partners L.P.
311 Veterans Highway, Suite B
Levittown, PA 19056

8. This Contract 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 delivery by facsimile of an executed copy of this Contract shall be deemed valid as if an original signature was delivered.

9. StoneMor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically: (a) keep and maintain public records that ordinarily and necessarily would be required by the City; (b) provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the StoneMor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. If StoneMor does not comply with a public records request, the City shall enforce the contract provisions.

[REMAINDER OF PAGE LEFT BLANK]

This Lease Renewal Agreement is executed by the Parties as of the respective dates below:

WITNESSES:

OWNER:

COMMUNITY REDEVELOPMENT AGENCY FOR
PORT ORANGE TOWN CENTER, a public body
corporate and politic per F.S. 163.356

By: _____
Allen Green, Chairman

Printed Name:

Attest: _____
Robin L. Fenwick, CMC, City Clerk
City of Port Orange

Printed Name:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green, as Chairman of the Community Redevelopment Agency for the Port Orange Town Center, and Robin L. Fenwick, as City Clerk of the City of Port Orange, and who: ☐ are personally known to me; or ☐ have produced _____ as identification.

Notary Public, State of Florida at Large

Printed Name, Commission Seal and Term Expiration Date

WITNESSES:

TENANT:

STONEMOR FLORIDA SUBSIDIARY LLC
a Florida limited liability company

Printed Name: Kenneth E. Lee, Jr.
Title: Vice President

Printed Name:

Printed Name:

STATE OF PENNSYLVANIA
COUNTY OF BECKS

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Kenneth E. Lee, Jr., as Vice President of StoneMor Florida Subsidiary LLC, and who: ☐ is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Pennsylvania at Large
Printed Name, Commission Seal and Term Expiration Date