
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** DeGusipe Funeral Home & Crematory Development Grant**DEPARTMENT:** Planning and Development **DIVISION:** Community Redevelopment Agency**AUTHORIZED BY:** Dori DeBord**CONTACT:** John Metsopoulos**EXT:** 7133**MOTION/RECOMMENDATION:**

1. Approve and authorize the Chairman to execute the Interlocal Agreement (and applicable Budget Change Request) between the CRA and DeGusipe Funeral Home, LLC., in the amount of \$254,658.00;

2. Deny the agreement between the CRA and DeGusipe Funeral Home, LLC; or

3. Continue the item to a time and date certain.

District 4 Carlton D. Henley

John Metsopoulos

BACKGROUND:

The property located at 9001 South US 17-92 in Fern Park, is the former ButterMilk Restaurant that closed in 2007. The property had been vacant for fifteen months and was in a state of disrepair, with severe damage to the interior and exterior of the building. The interior of the building, which served as a dumping area, was filled with rubbish and debris, and was infested with feral cats and rodents. It has also served as shelter for vagrants. The applicant has since cleaned up the property.

The applicant purchased the site for \$1,450,000, and has invested an additional \$851,908 in interior and exterior renovations, bringing the total cost of the project to \$2,301,908, which includes the cost of the land. The applicant is requesting a grant in the amount of \$254,658 to help offset the total cost of the project. If approved, the applicant will have made an out-of-pocket investment of \$2,047,250. The building serves as a funeral parlor and crematorium. Total investment, less the cost of the land, is \$1,277,273.

CRA Goals and Objectives Addressed by the Proposed Project:

- Promote environmental clean-up, restoration, and protection.
- Provide infrastructure upgrades and enhancements where existing service is in poor condition, inadequate, or non-existent.
- Stimulate private investment along the corridor.
- Reduce visual blight and improve the overall appearance of the corridor.
- Encourage the acquisition, demolition, and reuse of properties that, by virtue of their location, condition, or value, no longer function at their highest economic potential.
- Improve the investment image of the redevelopment area.
- Promote economic growth by providing job creation and sustainable wages.
- Support mass transit along the corridor by the property owner granting a property

easement for a bus shelter if deemed necessary by Lynx.

TAC RECOMMENDATION:

The TAC met August 31, 2009 and recommended that the RPA approve the Development Grant Application between the US 17-92 CRA and DeGusipe Funeral home LLC in the amount of \$254,658.

RPA RECOMMENDATION:

The RPA met September 17, 2009 and recommends that the CRA approve the Development Grant Application between the US 17-92 CRA and DeGusipe Funeral home LLC in the amount of \$254,658.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Interlocal Agreement between the CRA and DeGusipe Funeral Home, LLC., in the amount of \$254,658.00.

ATTACHMENTS:

1. Grant Application
2. Maps and Aerials
3. Current Business License
4. Property Appraiser Data
5. Rate of Return
6. Cost Estimates
7. Proposed Improvements
8. Contract
9. Budget Change Request

Additionally Reviewed By:

- Budget Review (Betty Newton, Lisa Spriggs)
- County Attorney Review (Ann Colby)



**US 17-92 CRA Grant Program
for
REDEVELOPMENT & CONSTRUCTION**
Information & Application
Fiscal Year 2008-2009

RECEIVED
MAR 18 2009
SEMINOLE COUNTY PLANNING

GRANT

US 17-92 Community Redevelopment Agency Seminole County, Sanford, Lake Mary, Winter Springs & Casselberry

Purpose:

The purpose of the US 17-92 CRA Redevelopment and CRA Construction Grant is to encourage redevelopment of any existing building and to encourage private investment for new construction in the US 17-92 Community Redevelopment Area (map attached). Grants will be considered for exterior redevelopment and new construction work as itemized on page 3, except in the case of contaminant removal, where funds can be allocated for interior and exterior projects.

The US 17-92 CRA Grant Program is designed to encourage private investment within the US 17-92 Community Redevelopment Area. The program provides funding up to 20 percent of total project cost, per building to pay for redevelopment and construction projects within the US 17-92 Community Redevelopment Area. Funds are appropriated annually in the US 17-92 CRA budget, and funding is available on a first-come first-served basis. The program is subject to the availability of budgeted funds in the US 17-92 CRA budget.

The US 17-92 CRA Grant must support the goals of the Overlay District for the US 17-92 CRA area. Applicants are also encouraged to follow the design guidelines specified and overlay policies in the Seminole County Comprehensive Plan.

Applicants are reminded that grant awards made are discretionary in nature and should not be considered an entitlement. All grant criteria contained herein are guidelines for awards, and successful applicants may receive any amount up to the maximum award. Should an applicant meet all grant criteria, a grant may or may not be awarded at the RPA's or CRA's discretion due to funding limitations, competing applications, and/or competing priorities.

Eligibility Requirements:

The US 17-92 CRA Grant Program is available to businesses and/or property owners located within the US 17-92 CRA district. Businesses must be properly licensed through the corresponding agency charged with the applicant's licensing, and applicants must propose a permitted/conforming use within the US 17-92 CRA district.

GRANT

Applications will not be accepted from property owners (and tenants of property owners) who are delinquent on their taxes. Applicants must not have outstanding code violations or code liens. Additionally, applicants must be current with their occupational licensing requirements.

Eligibility Improvements:

The US 17-92 CRA Grant Program shall provide funds for redevelopment and construction projects that are consistent with the Land Development Code of the political subdivision where they are located, and further the goals outlined in the CRA Master Plan. Funds may be used for the following types of improvements:

Qualifying Improvements for Redevelopment & Construction

- Contaminant removal, interior and exterior
- Ingress/egress improvements
- Exterior lighting
- Exterior signage
- Exterior windows
- Façade enhancements
- Landscaping
- Parking improvements
- Roofing
- Sidewalks
- Utilities including but not limited to: relocation and improvements of existing utilities; waterline installation and improvements; stormwater and drainage improvements; lift stations; sewer lines; and reclaimed water.
- Special site specific needs (as determined by the RPA and CRA)

**NOTE: All architectural designs, materials and colors must be consistent with the standards of the US 17-92 Community Redevelopment Area Addendum B. For Façade and Landscaping grant requests under \$10,000 please refer to the CRA Mini Grant program.*

GRANT

Available Funding and Matching Requirement:

A maximum amount up to 20 percent of the total cost of a non-landscaping project may be allocated from the US 17-92 CRA funds for this program. It is anticipated that the number of projects submitted per year will increase as the program becomes more visible.

For landscaping improvements, the total cost of the overall landscaping project shall be available for an individual property.

Application Process and Deadline:

Applications will be accepted on a monthly basis. The application deadline is the 15th of each month. If the 15th of the month falls on the weekend, the deadline is the preceding Friday. Applications will not be reviewed prior to the deadline.

- (1) The applicant receives a US 17-92 CRA Grant Program Application form from The Seminole County Planning Division Located at 1101 East First Street, Sanford, FL 32771, or by downloading it from the RedevelopmentinSeminole.com website.
- (2) The applicant completes the application (pp. 7 -13) and submits it to the CRA Program Manager for processing. The application package includes the following:
 - Current photo(s) of project site
 - Property Appraiser parcel number and proof of paid property taxes
 - Applicant Information
 - Listing of businesses or services offered on site
 - Description of proposed improvements
 - Identification of project's support of the CRA Master Plan
 - Current occupational license
 - Rendering or sketch of proposed improvements
 - Architectural plans – elevation drawings, dimensions, measurements, etc.
 - Color and material samples
 - Sign/awning design drawings and/or plans
 - Documentation of cost estimates – copies of vendor bids, estimates, etc
 - Signatures of property owner and applicant
 - Completed application

The applicant is responsible for all building and other permits and fees which are associated with the proposed project.

GRANT

- Applicants are advised to submit a complete application and all supporting materials per the instructions in this packet; the committee will not review incomplete applications.

(3) The Technical Advisory Committee reviews the application according to the program selection criteria and forwards a recommendation to the RPA, which then provides a recommendation to the US 17-92 CRA.

(4) The US 17-92 CRA takes final action on the grant request. If an application is denied, the applicant may modify the existing application or reapply at a later date for a different project.

(5) The applicant and the US 17-92 CRA shall enter into a contract to specify the obligation of the applicant for grant reimbursement. The contract shall be recorded in the public records of Seminole County, Florida. Prior lien holders may be required to subrogate their lien interests as a condition of the grant.

- Please note that **applications must be submitted BEFORE work begins.** Applicant assumes all financial liabilities for work initiated prior to the approval of the Grant by the CRA

The Cities and County are required to file informational returns (Form 1099-G) for individuals and entities receiving grants from the US 17-92 CRA. This information is confidential and will only be used for informational reporting purposes. Grant recipients must sign and return Substitute W9 form to the City/County before funds can be distributed.

GRANT

(6) Upon completion of the improvements, final inspection and approval by the US 17-92 CRA Program Manager, and issuance of a Certificate of Occupancy (if applicable), the applicant submits a reimbursement package to the US 17-92 CRA which includes the following:

- a. Completed reimbursement form (provided by the US 17-92 CRA);
- b. Copies of applicable invoices or receipts;
- c. Proof of payment for improvements (which must be at least as much as the amount indicated in the application); and
- d. Photos of improvements (before and after).

Applicants will receive grant funding after the project is completed and all associated costs have been paid. It is the responsibility of the award recipient to maintain proper documentation of funds expended in the course of completing the project. Release of funds is subject to submission of this documentation to the US 17-92 CRA Program Manager by the applicant. The project must be completed essentially as presented to the US 17-92 CRA in order to receive payment. At the approximate midpoint of the project the applicant will give an update to the RPA on the progress of the project either in writing or in person. The CRA reserves the right to make on-site inspections throughout the course of the project.

- Acceptable documentation is defined as PAID invoices/statements and/or schedule of values from vendors clearly detailing the work done for the project accompanied by copies of release of contractors liens.

(7) If the project is not completed, is not approved in its final inspection, or does not receive its Certificate of Occupancy (if applicable) within one year of award, the grant shall expire.

- Applicants have 12 months from the completion date of the project to file for reimbursement according to procedures set forth within the contract. The CRA will not be responsible to inform the applicants of this deadline.

GRANT

If you have more than one project:

Grant applications will not be considered if the single building under the same ownership has received maximum 20 percent grant funds within the same category for a period of 10 years.

The following selection criteria will be used to review and rate applications for the US 17-92 CRA Grant Program. Criteria are derived from the goals and objectives of the US 17-92 CRA's adopted Redevelopment Plan as well as the adopted Comprehensive Plan of the political subdivision where the project is located.

Quality of Site Design and Materials: Degree to which the proposed project promotes the adopted Redevelopment Plan and promotes harmony with neighboring structures through implementation of land development regulations and the use of urban design principles, site design, architecture, materials, color, landscaping, and other visual physical amenities.

- (1) **Streetscape Aesthetics and Functionality:** Degree to which the proposed project enhances the streetscape of US 17-92, including the addition or enhancement of display windows, awnings, landscaping, ADA compliance and architectural amenities such as arcades, balconies and porches.
- (2) **Increased Safety:** Degree to which the proposed project will promote safety by easily identifying the business for customers and emergency services.
- (3) **Removal of Slum and Blight:** Degree to which the proposed project upgrades or eliminates substandard structures or eliminates non-conforming uses.

GRANT

(For Official Use Only)

Redevelopment/Construction Grant Application

Owner DeGusipe Funeral Home, LLC.
Applicant Address: 9001 N. Orlando Ave. (AKA- 9001 S. Hwy 17/92)
City: Maitland **Zip Code:** 32751-3347

Project Contract Person for Public Entity: Todd M. DeGusipe
Phone: 407-489-2005
E-mail: tdegusipe@hotmail.com
Mailing Address: same as above

Application Preparer (if different than owner): _____
Phone: _____ - _____ - _____
E-mail: _____
Mailing Address: _____

I. SITE IDENTIFICATION AND HISTORY

SITE INFORMATION

- Name of Site or Business Name:** DeGusipe Funeral Home & Crematory
Site Address: 9001 N. Orlando Ave.
City, County or Township: Maitland **Zip Code:** 32751-3347
Acreage of Site: 1 Acre **Bldg. Sq. Ft.:** 7860 sq/ft
County Commission/City Commission District# Henke **A** N/A **B**

GRANT

CURRENT AND FUTURE LAND USE

2. Zoning/Land Use:

A. Current: Industrial _____ Commercial Residential _____
Mixed-use _____ Other (Specify) _____

B. After Cleanup: Industrial _____ Commercial Residential _____
Mixed-use _____ Other (Specify) C2

3. Current economic condition:

Vacant lot _____ Developed site Other _____

4. How many buildings are currently on site?

Industrial _____ How many are occupied? _____ If vacant, for how long? _____

Commercial 1 How many are occupied? 0 If vacant, for how long? 15 months

Residential _____ How many are occupied? _____ If vacant, for how long? _____

5. Year building(s) was/were built: 1972

6. Please describe the condition of the buildings on the site (Digital photo file attachment highly recommended but not required).

GRANT

II. COST ANALYSIS

BUDGET TABLE

Use of Fund	Amount	Already Incurred? (Y/N)	Date Incurred
Attached			
REMOVE EXISTING SEPTIC	4500	YES	7/10/08
INSTALL SEWER CONNECTION	5500	YES	7/10/08
NEW ROOF REPAIRS	58,000	YES	7/10/08
STUCCO EXT OF BUILDING	45,000	YES	7/10/08
PRIME & PAINT EXT.	29,000	YES	7/10/08
INSTALL & REPAIR NEW WINDOWS	4800	YES	7/10/08
IRRIGATION & LANDSCAPING	62,363	YES	7/10/08
AWNING INSTALL	7,500	YES	7/10/08
NEW SIGN	12,500	YES	7/10/08
EXTERIOR LIGHTING	17,495	YES	7/10/08
INSTALL ADA RAMP	7500	YES	7/10/08
TRIM & PRUNE TREES	2500	YES	7/10/08

TOTAL: \$ 254,658

III. ANALYSIS OF REDEVELOPMENT POTENTIAL

7. Describe how redevelopment of the site will improve conditions in the vicinity and/or spur adjacent development, and how the project is line with the goals, vision and mission of the US 17-92 CRA.

Attached

8. Describe how the redevelopment of the site will increase Public Safety.

Attached

GRANT

9. Is the site contaminated? No
If so, what measures have been taken to address the contamination?
10. Will Seminole Economic Enhancement District (SEED) Funds be requested? No
If so, for what purpose?
- 11a. What is the expected rate of return on the investment by the CRA. \$10,588
- 11b. What is the time frame for the return on investment by the CRA? 24

The ROI will be calculated by the CRA Program Manager and attached to the Application

JOB CREATION & RETENTION

12. Forecast the number of new jobs created after redevelopment and final development of the site (jobs that did not exist in the US17-92 CRA prior to development).
- Total New Jobs: 15

OTHER PUBLIC BENEFITS

13. What positive environmental infrastructure improvements are associated with this project? Attach supporting documentation that indicates the positive public benefit to infrastructure enhancements. SEE ATTACHED

PROXIMITY TO PUBLIC TRANSIT

14. Attach a local transit schedule, and highlight the lines that serve the project site or surrounding area. If a regularly scheduled route does not serve the area, please provide information about other forms of transit that serve the project site.
15. Would you agree to provide an easement to establish a bus shelter if appropriate or requested? X Yes No

GRANT

Submittals

Applications must include the following materials, if applicable, for consideration by the US 17-92 CRA:

- Current photo(s) of project site
- Property Appraiser parcel number and proof of paid property taxes
- Applicant information
- Listing of businesses or services offered on site(unless residential)
- Description of proposed improvements
- Identification of project's support of the CRA Master Plan
- Current Occupational License(unless residential)
- Rendering or sketch of proposed improvements
- Architectural plans – elevation drawing, dimensions, measurements, etc.
- Color and material samples
- Sign/awning design drawings and/or plans
- Documentation of cost estimates – copies of vendor bids, estimates, etc. (refer to pg. 3 for bid requirements)
- Signatures of property owner and applicant

Applications lacking sufficient materials to describe the project will NOT be reviewed.

I, Todd M. DeGusipe, attest that the information contained herein is correct to the best of my knowledge. I further understand that the Redevelopment & Construction Grant Program benefits are contingent upon funding availability and US 17-92 CRA approval and are not to be construed as an entitlement or right of a property owner or applicant. Properties within the designated US 17-92 CRA boundary are not eligible for grant-funded programs when such funding conflicts with the goals expressed in the US 17-92 CRA Community Redevelopment Plan. I further understand that I am responsible for providing construction documents and/or permits required for any work.

Todd M. DeGusipe
Signature of Property Owner

Todd M. DeGusipe
Signature of Business Owner

Todd M. DeGusipe
Print Name

Todd M. DeGusipe
Print Name

STATE OF FLORIDA: COUNTY OF SEMINOLE:

The foregoing instrument was acknowledged before me this 23rd day of July 2009, by Todd DeGusipe (He/She) is personally known to me or has produced Valid FL Drivers license as identification and did not (did) take an oath.

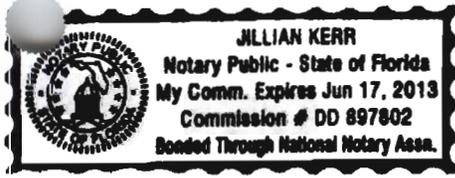
(SEAL)

Jillian Kerr

Notary Public, State of Florida, (Signature of Notary taking acknowledgement)

Jillian Kerr
Name of Notary Typed, Printed or Stamped

My Commission Expires: 06-17-2013

**JILLIAN KERR**
Notary Public - State of Florida
My Comm. Expires Jun 17, 2013
Commission # DD 897802
Bonded Through National Notary Assn.

GRANT

Addendum A

Date: _____

To: **US 17-92 CRA**
Community Redevelopment Agency

From: _____
(Property Owner)

Subject: Permission for Revitalization and Construction Grant Program Participation

As the owner of _____, I give my tenant,
_____, permission to participate in the US 17-92,
Revitalization or Construction grant Program as detailed in the Revitalization and Construction Grant Application.

Property Owner's Signature

Property Owner's Name Printed

STATE OF FLORIDA:
COUNTY OF SEMINOLE:

The foregoing instrument was acknowledged before me this _____ day of _____,
200____, by _____. He/She is personally known to
me or has produced _____ as identification and did not
(did) take an oath.

(SEAL)

Notary Public, State of Florida, (Signature of
Notary taking acknowledgement)

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number

GRANT

Redevelopment/Construction

Addendum B

Funding Structure:

Matching dollar for dollar or percentage of total expenditure. Limit of up to 20% of overall project costs to perform general repairs and/or work to comply with current city, county and state codes to occupy the building.

Criteria for Program:

- Only one Redevelopment/ Construction Grant will be awarded per structure.
- Must receive Certificate of Occupancy (or functional equivalent) from Building Department for funds to be released.
- Property taxes must be current.
- The property cannot have any outstanding code or zoning violations.
- Plans & design must be submitted to Redevelopment Planning Agency for review.
- Must remain in its approved design for a period of 10 years.
- Must comply with all applicable codes, ordinances, regulations and permitting requirements.

Boundaries:

US 17-92 CRA District

**See list for qualifying improvements page three of application*

Disclaimer:

Neither the City of Sanford, nor the City of Lake Mary, nor the City of Winter Springs, nor the City of Casselberry nor Seminole County, shall be responsible for the planning, design, or construction on the property that is owned by the applicant. No warranties or guarantees are expressed or implied by the description of, application for, or participation in the US 17-92 CRA Grant Program. The applicant is advised to consult with licensed architects, engineers, or building contractors before proceeding with final plans or construction.

GRANT

This Section for Official Use Only

Date Reviewed by TAC: _____

Recommendation to US 17-92 RRA: _____

Date Reviewed by RPA: _____

Recommendation to US 17-92 CRA: _____

Action by US 17-92 CRA: _____

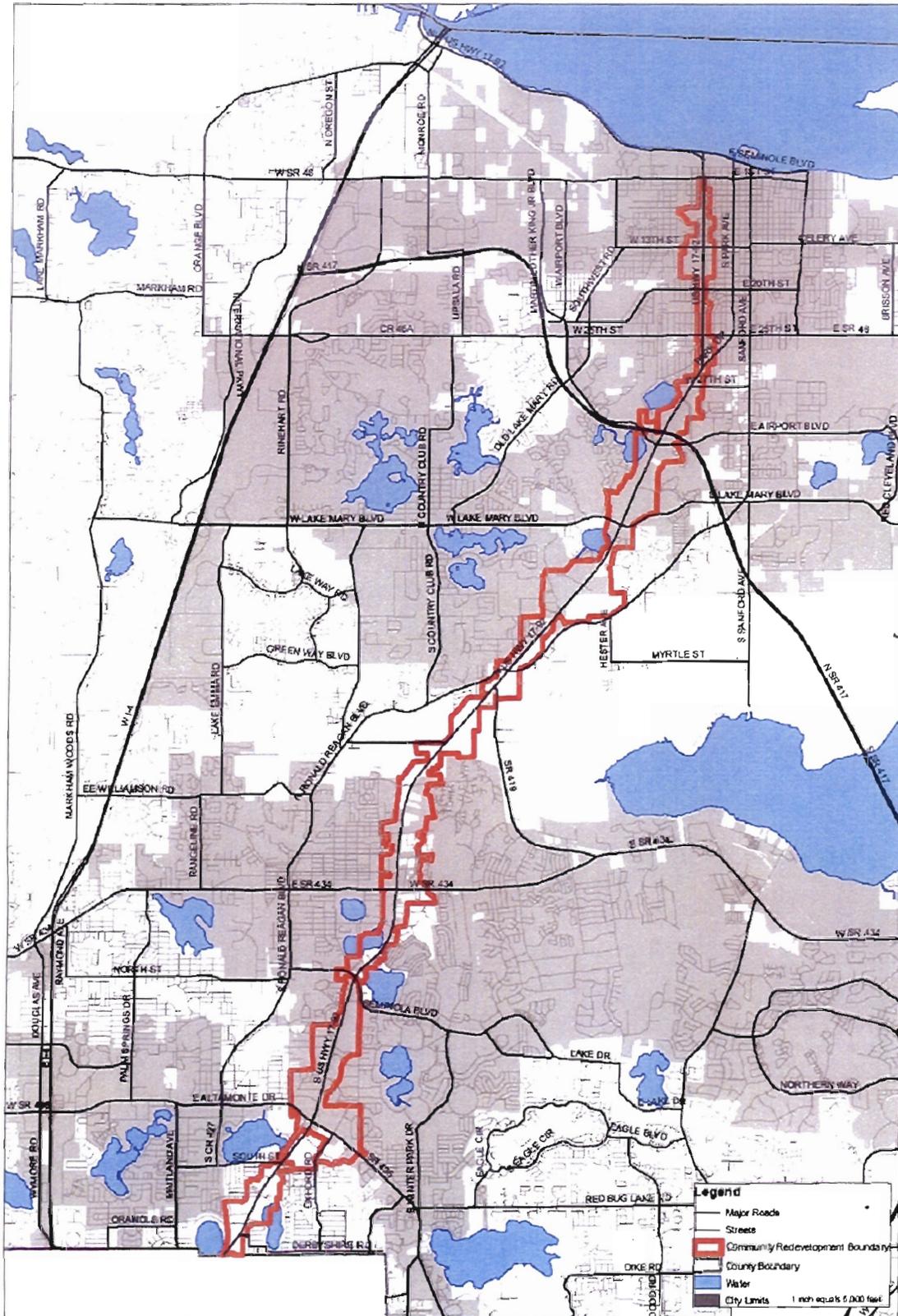
Amount approved: _____

**Release of Funds authorized by*

US 17-92 CRA Program Manager: _____

***Release of funds only occurs after the US 17-92 Program Manager has verified that all conditions of the contract, and grant application have been satisfied.**

Community Redevelopment Boundary



**6. At the time of purchase, this property was in disrepair. The property had lain vacant in excess of fifteen months. The condition of the building was very poor. The interior was damaged and filled with rubbish and debris. Walls were damaged, the floor tile was ripped up in places and fixtures and appliances were either damaged or partly removed. The interior of the building had a rodent problem and cats freely roamed the premises, inside and out presenting a public health danger. Shortly after purchasing the building, a large flower shelf, approximately fifteen feet by two feet attached to the side of the building, ten feet above ground level, fell from the building due to lack of maintenance and deterioration. We intend to remodel the interior and exterior of building, bringing the entire premises up to current codes as required. The location of the subject property is between a sub-standard trailer park and a car lot that looks in very poor condition with several sheds used for office space.
(Photos attached)**

Page 8a

6. At the time of purchase, this property was in disrepair. The property had lain vacant in excess of fifteen months. The condition of the building was very poor. The interior was damaged and filled with rubbish and debris. Walls were damaged, the floor tile was ripped up in places and fixtures and appliances were either damaged or partly removed. The interior of the building had a rodent problem and cats freely roamed the premises, inside and out presenting a public health danger. Shortly after purchasing the building, a large flower shelf, approximately fifteen by two feet attached to the side of the building ten feet above ground level, fell from the building due to lack of maintenance and deterioration. We intend to remodel the interior and exterior of building, bringing the entire premises up to current code as required. The location of the subject property is located between a sub-standard trailer park and a car lot that looks in very poor condition with several sheds used for office space. (Photos attached)

7. When completed, our business will be alone at this location to exhibit and be in complete compliance with up to date code requirements. Furthermore, it will add an esthetic quality and fresh look that will enhance the dynamic growth prospective of this area that does not exist when considering adjoining entities. We will make the site accessible for people with disabilities, comply with current fire codes and give easier access to the subject property from 17/92. We will be enhancing both the building and the entire site by a complete renovation. When the renovation of this property is completed, it will represent a business location that will demonstrate the potential that exists in this area. This will contribute to bring new business interests and development that will continue to further the goals and objectives of the US 17-92 CRA Program.

8. Through redevelopment of this site, we will provide increased safety when entering the property as well as a safe exit. The site will provide a new parking lot and improved lighting, a fire lane, handicap parking, a fire alarm system and fire sprinkler system, ADA access throughout the entire building not limited to bathrooms, stairs, and vertical access to the second floor. Also a new Lynx bus stop is located directly in front of the subject property that will have added illumination from the lighting that will be installed at the front of the property. The lighting for the property will increase public safety by providing illumination along public pedestrian walkways adjoining the property. A large signage will be erected at the front of property with the business logo, name and street number. The sign will measure four feet by twelve feet atop a ten foot standard that will contain a time and temperature display.

13. The new landscaping at this site will involve removing old dead or decayed vegetation. The addition of new grass, shrubbery and trees will be installed to adhere to a sound eco-environmental plan. The new parking lot will provide updated safer parking on the premises as well as safe entry and exit on the property. The planned lighting on the entire exterior of the building will comply with a sound and sensible safety scheme on and around the entire location of the site. This will dramatically add to public safety on the site, as it does not exist at present.







STATE OF FLORIDA
DEPARTMENT OF HEALTH
OPERATING PERMIT

For: BioMedical Waste Program-Funeral Home

Audit Control: M00989
Permit Number: 59-64-00884

Issued To: DeGusipe Funeral Home
9001 N Orlando Ave

Maitland, FL 32751

Mailed To: DeGusipe Funeral Home
9001 N Orlando Ave

Maitland, FL 32751

Karl Henry

DIRECTOR OF ENVIRONMENTAL HEALTH

County: Seminole

Issue Date: 09/30/09
Amount Paid: \$ 85.00
Date Paid: 9/30/09

Permit Expires On:
September 30, 2010

Michael J. Napier, MS

HEALTH DEPARTMENT DIRECTOR

Issued by:

DISPLAY CERTIFICATE IN A CONSPICUOUS PLACE ORIGINAL - CUSTOMER (Non-Transferable)
VERIFY ALL INFORMATION
DISPLAY CERTIFICATE WITH YOUR PAYMENT
RETAIN THIS PORTION FOR YOUR RECORDS



STATE OF FLORIDA
DEPARTMENT OF HEALTH
OFFICIAL RECEIPT

For: BioMedical Waste Program-Funeral Home

Audit Control: M00989
Permit Number: 59-64-00884

Issued To: DeGusipe Funeral Home
9001 N Orlando Ave

Maitland, FL 32751

Mailed To: DeGusipe Funeral Home
9001 N Orlando Ave

Maitland, FL 32751

County: Seminole

Issue Date: 09/30/09
Amount Paid: \$ 85.00
Date Paid: 9/30/09

Permit Expires On:
September 30, 2010

Check Number: CC
Date Paid:

DH-4114 (5/98)



SEMINOLE COUNTY BUSINESS TAX RECEIPT

RAY VALDES, SEMINOLE COUNTY TAX COLLECTOR

PO Box 630 ■ Sanford, FL 32772-0630 ■ Telephone: 407-665-1000

www.seminoletax.org

VALID THROUGH 09/30/10

DEGUSIPE FUNERAL HOME LLC DBA
DEGUSIPE FUNERAL HOME & CREMATORY
9001 HWY 17-92 S
MAITLAND, FL 32751
TODD M DEGUSIPE (OFFICER)

Account #: 165578

REGULATED
State Lic.# - F053087

Receipt #: 2C042009093003159

Amount Paid: \$ 45.00

Date Paid: 09/30/2009

Personal Property Please Select Account

<p>DAVID JOHNSON, CFA, ASA PROPERTY APPRAISER SEMINOLE COUNTY FL. 1101 E. FIRST ST SANFORD, FL 32771-1408 407-658-7806</p>																																																																																																			
<p align="center">GENERAL</p> <p>Parcel Id: 19-21-30-501-0000-0100 Owner: DEGUSIPE FUNERAL HOME LLC Mailing Address: 9001 S HWY 17-92 City,State,ZipCode: MAITLAND FL 32751 Property Address: 9001 17-92 S MAITLAND 32751 Facility Name: SASSY MERLOTS FKA CHAMPS STEAKHOUSE Tax District: 04-COUNTY- 17-92 REDVDST Exemptions: Dor: 21-RESTAURANT</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="3" style="text-align:center;">VALUE SUMMARY</th> </tr> <tr> <th style="text-align:center;">VALUES</th> <th style="text-align:center;">2009 Working</th> <th style="text-align:center;">2008 Certified</th> </tr> <tr> <td style="text-align:center;">Value Method</td> <td style="text-align:center;">Cost/Market</td> <td style="text-align:center;">Cost/Market</td> </tr> <tr> <td style="text-align:center;">Number of Buildings</td> <td style="text-align:center;">1</td> <td style="text-align:center;">1</td> </tr> <tr> <td style="text-align:center;">Depreciated Bldg Value</td> <td style="text-align:right;">\$419,578</td> <td style="text-align:right;">\$425,365</td> </tr> <tr> <td style="text-align:center;">Depreciated EXFT Value</td> <td style="text-align:right;">\$4,197</td> <td style="text-align:right;">\$4,218</td> </tr> <tr> <td style="text-align:center;">Land Value (Market)</td> <td style="text-align:right;">\$269,129</td> <td style="text-align:right;">\$269,129</td> </tr> <tr> <td style="text-align:center;">Land Value Ag</td> <td style="text-align:center;">\$0</td> <td style="text-align:center;">\$0</td> </tr> <tr> <td style="text-align:center;">Just/Market Value</td> <td style="text-align:right;">\$692,904</td> <td style="text-align:right;">\$698,712</td> </tr> <tr> <td style="text-align:center;">Portability Adj</td> <td style="text-align:center;">\$0</td> <td style="text-align:center;">\$0</td> </tr> <tr> <td style="text-align:center;">Save Our Homes Adj</td> <td style="text-align:center;">\$0</td> <td style="text-align:center;">\$0</td> </tr> <tr> <td style="text-align:center;">Assessed Value (SOH)</td> <td style="text-align:right;">\$692,904</td> <td style="text-align:right;">\$698,712</td> </tr> <tr> <td colspan="3" style="text-align:center;">Tax Estimator</td> </tr> </table>	VALUE SUMMARY			VALUES	2009 Working	2008 Certified	Value Method	Cost/Market	Cost/Market	Number of Buildings	1	1	Depreciated Bldg Value	\$419,578	\$425,365	Depreciated EXFT Value	\$4,197	\$4,218	Land Value (Market)	\$269,129	\$269,129	Land Value Ag	\$0	\$0	Just/Market Value	\$692,904	\$698,712	Portability Adj	\$0	\$0	Save Our Homes Adj	\$0	\$0	Assessed Value (SOH)	\$692,904	\$698,712	Tax Estimator																																																													
VALUE SUMMARY																																																																																																			
VALUES	2009 Working	2008 Certified																																																																																																	
Value Method	Cost/Market	Cost/Market																																																																																																	
Number of Buildings	1	1																																																																																																	
Depreciated Bldg Value	\$419,578	\$425,365																																																																																																	
Depreciated EXFT Value	\$4,197	\$4,218																																																																																																	
Land Value (Market)	\$269,129	\$269,129																																																																																																	
Land Value Ag	\$0	\$0																																																																																																	
Just/Market Value	\$692,904	\$698,712																																																																																																	
Portability Adj	\$0	\$0																																																																																																	
Save Our Homes Adj	\$0	\$0																																																																																																	
Assessed Value (SOH)	\$692,904	\$698,712																																																																																																	
Tax Estimator																																																																																																			
<p align="center">2009 TAXABLE VALUE WORKING ESTIMATE</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align:center;">Taxing Authority</th> <th style="text-align:center;">Assessment Value</th> <th style="text-align:center;">Exempt Values</th> <th style="text-align:center;">Taxable Value</th> </tr> </thead> <tbody> <tr> <td style="text-align:center;">County General Fund</td> <td style="text-align:right;">\$692,904</td> <td style="text-align:right;">\$0</td> <td style="text-align:right;">\$692,904</td> </tr> <tr> <td style="text-align:center;">Schools</td> <td style="text-align:right;">\$692,904</td> <td style="text-align:right;">\$0</td> <td style="text-align:right;">\$692,904</td> </tr> <tr> <td style="text-align:center;">Fire</td> <td style="text-align:right;">\$692,904</td> <td style="text-align:right;">\$0</td> <td style="text-align:right;">\$692,904</td> </tr> <tr> <td style="text-align:center;">Road District</td> <td style="text-align:right;">\$692,904</td> <td style="text-align:right;">\$0</td> <td style="text-align:right;">\$692,904</td> </tr> <tr> <td style="text-align:center;">SJWM(Saint Johns Water Management)</td> <td style="text-align:right;">\$692,904</td> <td style="text-align:right;">\$0</td> <td style="text-align:right;">\$692,904</td> </tr> <tr> <td style="text-align:center;">County Bonds</td> <td style="text-align:right;">\$692,904</td> <td style="text-align:right;">\$0</td> <td style="text-align:right;">\$692,904</td> </tr> </tbody> </table>		Taxing Authority	Assessment Value	Exempt Values	Taxable Value	County General Fund	\$692,904	\$0	\$692,904	Schools	\$692,904	\$0	\$692,904	Fire	\$692,904	\$0	\$692,904	Road District	\$692,904	\$0	\$692,904	SJWM(Saint Johns Water Management)	\$692,904	\$0	\$692,904	County Bonds	\$692,904	\$0	\$692,904																																																																						
Taxing Authority	Assessment Value	Exempt Values	Taxable Value																																																																																																
County General Fund	\$692,904	\$0	\$692,904																																																																																																
Schools	\$692,904	\$0	\$692,904																																																																																																
Fire	\$692,904	\$0	\$692,904																																																																																																
Road District	\$692,904	\$0	\$692,904																																																																																																
SJWM(Saint Johns Water Management)	\$692,904	\$0	\$692,904																																																																																																
County Bonds	\$692,904	\$0	\$692,904																																																																																																
<p align="center">The taxable values and taxes are calculated using the current years working values and the prior years approved millage rates.</p>																																																																																																			
<p align="center">SALES</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align:center;">Deed</th> <th style="text-align:center;">Date</th> <th style="text-align:center;">Book</th> <th style="text-align:center;">Page</th> <th style="text-align:center;">Amount</th> <th style="text-align:center;">Vac/Imp</th> <th style="text-align:center;">Qualified</th> </tr> </thead> <tbody> <tr> <td>SPECIAL WARRANTY DEED</td> <td>11/2008</td> <td>07097</td> <td>1752</td> <td>\$1,200,000</td> <td>Improved</td> <td>Yes</td> </tr> <tr> <td>WARRANTY DEED</td> <td>06/2008</td> <td>06286</td> <td>1148</td> <td>\$1,007,900</td> <td>Improved</td> <td>Yes</td> </tr> <tr> <td>TRUSTEE DEED</td> <td>10/2003</td> <td>05079</td> <td>1259</td> <td>\$100</td> <td>Improved</td> <td>No</td> </tr> <tr> <td>WARRANTY DEED</td> <td>10/2003</td> <td>05079</td> <td>1256</td> <td>\$800,000</td> <td>Improved</td> <td>No</td> </tr> <tr> <td>CERTIFICATE OF TITLE</td> <td>12/2002</td> <td>04614</td> <td>0370</td> <td>\$100</td> <td>Improved</td> <td>No</td> </tr> <tr> <td>WARRANTY DEED</td> <td>12/2000</td> <td>03988</td> <td>0758</td> <td>\$1,211,000</td> <td>Improved</td> <td>No</td> </tr> <tr> <td>SPECIAL WARRANTY DEED</td> <td>02/1997</td> <td>03195</td> <td>0177</td> <td>\$300,000</td> <td>Improved</td> <td>No</td> </tr> <tr> <td>CORRECTIVE DEED</td> <td>05/1998</td> <td>03077</td> <td>0583</td> <td>\$100</td> <td>Improved</td> <td>No</td> </tr> <tr> <td>CERTIFICATE OF TITLE</td> <td>01/1998</td> <td>03014</td> <td>0291</td> <td>\$100</td> <td>Improved</td> <td>No</td> </tr> <tr> <td>WARRANTY DEED</td> <td>11/1986</td> <td>01790</td> <td>0542</td> <td>\$625,000</td> <td>Improved</td> <td>Yes</td> </tr> <tr> <td>CERTIFICATE OF TITLE</td> <td>05/1986</td> <td>01735</td> <td>1636</td> <td>\$425,000</td> <td>Improved</td> <td>No</td> </tr> <tr> <td>WARRANTY DEED</td> <td>08/1985</td> <td>01661</td> <td>1968</td> <td>\$800,000</td> <td>Improved</td> <td>No</td> </tr> <tr> <td>WARRANTY DEED</td> <td>04/1979</td> <td>01222</td> <td>1366</td> <td>\$210,000</td> <td>Improved</td> <td>Yes</td> </tr> </tbody> </table> <p align="center">Find Sales within this DOR Code</p>	Deed	Date	Book	Page	Amount	Vac/Imp	Qualified	SPECIAL WARRANTY DEED	11/2008	07097	1752	\$1,200,000	Improved	Yes	WARRANTY DEED	06/2008	06286	1148	\$1,007,900	Improved	Yes	TRUSTEE DEED	10/2003	05079	1259	\$100	Improved	No	WARRANTY DEED	10/2003	05079	1256	\$800,000	Improved	No	CERTIFICATE OF TITLE	12/2002	04614	0370	\$100	Improved	No	WARRANTY DEED	12/2000	03988	0758	\$1,211,000	Improved	No	SPECIAL WARRANTY DEED	02/1997	03195	0177	\$300,000	Improved	No	CORRECTIVE DEED	05/1998	03077	0583	\$100	Improved	No	CERTIFICATE OF TITLE	01/1998	03014	0291	\$100	Improved	No	WARRANTY DEED	11/1986	01790	0542	\$625,000	Improved	Yes	CERTIFICATE OF TITLE	05/1986	01735	1636	\$425,000	Improved	No	WARRANTY DEED	08/1985	01661	1968	\$800,000	Improved	No	WARRANTY DEED	04/1979	01222	1366	\$210,000	Improved	Yes	<p align="center">2008 VALUE SUMMARY</p> <p align="center">2008 Tax Bill Amount: \$10,522</p> <p align="center">2008 Certified Taxable Value and Taxes</p> <p align="center">DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>
Deed	Date	Book	Page	Amount	Vac/Imp	Qualified																																																																																													
SPECIAL WARRANTY DEED	11/2008	07097	1752	\$1,200,000	Improved	Yes																																																																																													
WARRANTY DEED	06/2008	06286	1148	\$1,007,900	Improved	Yes																																																																																													
TRUSTEE DEED	10/2003	05079	1259	\$100	Improved	No																																																																																													
WARRANTY DEED	10/2003	05079	1256	\$800,000	Improved	No																																																																																													
CERTIFICATE OF TITLE	12/2002	04614	0370	\$100	Improved	No																																																																																													
WARRANTY DEED	12/2000	03988	0758	\$1,211,000	Improved	No																																																																																													
SPECIAL WARRANTY DEED	02/1997	03195	0177	\$300,000	Improved	No																																																																																													
CORRECTIVE DEED	05/1998	03077	0583	\$100	Improved	No																																																																																													
CERTIFICATE OF TITLE	01/1998	03014	0291	\$100	Improved	No																																																																																													
WARRANTY DEED	11/1986	01790	0542	\$625,000	Improved	Yes																																																																																													
CERTIFICATE OF TITLE	05/1986	01735	1636	\$425,000	Improved	No																																																																																													
WARRANTY DEED	08/1985	01661	1968	\$800,000	Improved	No																																																																																													
WARRANTY DEED	04/1979	01222	1366	\$210,000	Improved	Yes																																																																																													
<p align="center">LAND</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align:center;">Land Assess Method</th> <th style="text-align:center;">Frontage</th> <th style="text-align:center;">Depth</th> <th style="text-align:center;">Land Units</th> <th style="text-align:center;">Unit Price</th> <th style="text-align:center;">Land Value</th> </tr> </thead> <tbody> <tr> <td style="text-align:center;">SQUARE FEET</td> <td style="text-align:center;">0</td> <td style="text-align:center;">0</td> <td style="text-align:center;">38,447</td> <td style="text-align:center;">7.00</td> <td style="text-align:right;">\$269,129</td> </tr> </tbody> </table>	Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value	SQUARE FEET	0	0	38,447	7.00	\$269,129	<p align="center">LEGAL DESCRIPTION</p> <p align="center">PLATS: Pick...</p> <p>LEG WLY 321.62 FT OF LOT 10 (LESS SLY 11 FT & RD) LAKE OF THE WOODS SUBD PB 7 PG 25</p>																																																																																						
Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value																																																																																														
SQUARE FEET	0	0	38,447	7.00	\$269,129																																																																																														

BUILDING INFORMATION

Bld Num	Bld Class	Year Blt	Fixtures	Gross SF	Stories	Ext Wall	Bld Value	Est. Cost New
1	MASONRY PILAS	1972	15	6,494	2	CONCRETE BLOCK-STUCCO - MASONRY	\$419,578	\$578,728
	Subsection / Sqft					UTILITY FINISHED / 384		
	Subsection / Sqft					OPEN PORCH FINISHED / 56		
	Subsection / Sqft					BASE SEMI FINISHED / 162		

Permits

EXTRA FEATURE

Description	Year Blt	Units	EXFT	Value	Est. Cost New
COMMERCIAL CONCRETE DR 4 IN	1985	400		\$341	\$852
POLE LIGHT STEEL 1 ARM	1989	4		\$3,856	\$3,856

NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.
 *** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.

Property Owner	Todd DeGusipe		Current Value	Total Improvements*	Difference
Name of Company	DeGusipe Funeral Home		\$692,904	\$1,277,273	
Value of Improvements	(excluding land purchase)				
Company Information:	US 17-92 CRA			\$254,658	
Proposed Location/City:	Fem Pk.				
CRA Grant Award			\$692,904	\$1,531,931	\$839,027
Total Taxable Value					
Taxing Entities (Ad Valorem):	Millage Rate		Tax (\$) 18,9442		
	Cnty County	4.5153	\$ 3,129	\$ 6,917	\$3,788
	Schools	7.543	\$ 5,227	\$ 11,555	\$6,329
	SJRWM(Saint Johns River Water Management)	0.4158	\$ -	\$ -	\$0
	Natural Lands/Trails //S Debt	0.1451	\$ 288	\$ 637	\$349
	Total	12.6192	\$ 101	\$ 222	\$122
			\$ 8,744	\$ 19,332	\$10,588

* Total Improvements: includes all capital investment and improvements to land, structure(s) and equipment

County Only	Return of Grant Through Total Improved Value
Seminole County/All BCC Millages	24.9 Years 298 Months or approximately

Countywide (incl. Cities, WMD)	Return of Grant Through Total Improved Value
Countywide	24.1 Years 289 Months or approximately

The above 'time of payoff' calculations can be considered conservative given property appreciation is not considered through time



Dager Construction, Inc.

State Certified Building Contractors # **CBC059356**

380 Semoran Commerce Place, Suite C301

Apopka, FL 32703

Phone: (407) 464-4554 / Fax: (407) 464-9687

PROPOSAL SUBMITTED TO:		DATE	July 10, 2009
NAME	Todd DeGusipe	JOB NAME	DeGusipe Funeral Home
STREET	9001 S. H.W. 17-92	STREET	9001 S. H.W. 17-92
CITY	Maitland	CITY	Maitland
STATE	FL 32751	STATE	FL
		PH	(407) 489-2005
		FAX	(407) 386-8501

We hereby submit specifications for: Commercial Renovation

* Remove existing misc. drywall, interior partition walls, electrical, HVAC and plumbing	\$	38,000.00
* Remove existing septic tank and drainfield	\$	4,500.00
* Install interior and exterior doors with necessary hardware	\$	24,900.00
* Rough-in electrical, plumbing, fire sprinkler, fire alarm, low voltage and HVAC	\$	91,200.00
* Supply and install electrical fixtures, plumbing fixtures, and HVAC equipment	\$	51,350.00
* Install new sewer main connection	\$	5,500.00
* Steel and wood framing	\$	22,300.00
* Install wood interior stairs and iron railings	\$	8,500.00
* Retrofit concrete block openings	\$	7,600.00
* Install ADA elevator chair lift	\$	22,000.00
* New roofing and repairs	\$	58,000.00
* Stucco exterior of building / Foam columns / Painting / Wood Replacement	\$	43,000.00
* Prime and paint interior and exterior of building	\$	29,000.00
* Repair walk-in cooler	\$	4,700.00
* Install retort/ crematory	\$	101,400.00
* Install and repair existing drywall	\$	16,700.00
* Install batt. Insulation	\$	6,900.00
* Install accoustical drop ceiling and grid	\$	19,200.00
* Install new carpet and tile flooring	\$	12,200.00
* Install/ repair windows	\$	4,800.00
* Supply and install preparatory room equipment	\$	15,000.00
* Install irrigation and landscaping as per site plan	\$	62,363.00
* Supply and install new awning	\$	7,500.00
* Install new roadside signage	\$	12,500.00
* Site work and paving as per site plans	\$	54,000.00
* Install site lighting	\$	17,495.00
* Utilities connection and locate	\$	15,300.00
* Install concrete ADA ramps	\$	7,500.00
* Stormwater and retention	\$	10,500.00
* Install exterior stairs and railings	\$	15,900.00
* Trim and remove trees	\$	2,500.00
* Property fencing	\$	33,500.00
* Plans, engineering and permitting	\$	26,100.00

Total: \$ 851,908.00

We hereby specify for labor and materials- complete in accordance with the above specifications, for the sum of: **\$63,740.1** **\$851,908.00**

Eight Hundred Fifty One Thousand Nine Hundred Eight Dollars and No Cents, with payments to be made as follows:

Percentage of Completion Method

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal subject to acceptance within **3 Days** and it is void thereafter at the option of the undersigned.

Authorized Signature _____ **Ron Dager Jr. (President)** 

Acceptance of Proposal

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be make as outlined above.

Accepted: _____ **Signature:** _____
Date: _____ **Signature:** _____









5000 W. UNIVERSITY BLVD
SUITE 200
MIRAMONTE BEACH, CA 92656

80



**US 17-92 CRA REDEVELOPMENT GRANT AGREEMENT
DEGUSIPE FUNERAL HOME, LLC**

THIS AGREEMENT is effective as of the ____ day of _____, 20____, by and between the **US 17-92 COMMUNITY REDEVELOPMENT AGENCY**, a public agency created by Resolution No. 97-R-130 pursuant to Florida Statutes 165.031, 163.356 or 168.357, of and in the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "CRA", and **DEGUSIPE FUNERAL HOME, LLC**, which is authorized to do business and is doing business in the State of Florida, whose address is 9001 North Orlando Avenue, Maitland, Florida 32751-3347, hereinafter referred to as the "COMPANY".

W I T N E S S E T H

WHEREAS, the Board of County Commissioners of Seminole County, Florida (the "BOARD") has established the CRA in accordance with the Community Redevelopment Act of 1969, Chapter 163, Part III, Florida Statutes, in recognition of the need to address, prevent, and eliminate blighted conditions within the community; and

WHEREAS, the BOARD enacted Ordinance Number 97-54 adopting the US 17-92 Corridor Redevelopment Plan (the "PLAN") for the purposes of community redevelopment within the US 17-92 Community Redevelopment Area (the "AREA"); and

WHEREAS, the CRA is authorized to undertake and carry out community redevelopment projects and related activities (the "PROJECT") in accordance with Florida Statutes Section 163.370; and

WHEREAS, the CRA has identified the need to eliminate blighted conditions, increase commercial activity, improve pedestrian safety,

and provide job opportunities for area residents in the PLAN; and

WHEREAS, the US 17-92 Redevelopment Planning Agency (the "RPA") is empowered to review redevelopment projects, programs, and opportunities and to provide recommendations to the CRA as authorized by the Multiparty Interlocal Agreement Establishing the US 17-92 Redevelopment Planning Agency; and

WHEREAS, the RPA has reviewed the proposal for commercial redevelopment of the property located at 9001 North Orlando Avenue, Maitland, Florida 32751-3347, known as the DeGusipe Funeral Home and Crematory Redevelopment Project (the "PROJECT"), presented by the COMPANY and has found the PROJECT consistent and complementary to the goals of the PLAN; and

WHEREAS, the PROJECT is consistent with the following strategies identified in the PLAN:



- Promote and locate strategic land use activities of regional importance within the AREA to capture emerging market opportunities while reinforcing the unique character of the community; and
- Establish a partnership between the public sector and the private sector for the purpose of understanding the mutual benefits of proposed redevelopment projects; and

WHEREAS, the COMPANY is proposing as part of the PROJECT to renovate and redevelop the property located at 9001 North Orlando Avenue, Maitland, Florida 32751, including Parcel 19-21-30-501-0000-0100, as described in Exhibit A, "Redevelopment/Construction Grant Application", attached hereto, located within the geographic

boundaries of the AREA, at an approximate cost of TWO MILLION THREE HUNDRED ONE THOUSAND NINE HUNDRED EIGHT AND 00/100 DOLLARS (\$2,301,908.00), which sum represents a significant capital investment, and;

WHEREAS, the CRA and the COMPANY desire to enter into this Agreement for the purpose of establishing additional assurances to the CRA that expenditures of the CRA related to the PROJECT will produce a positive economic effect in the AREA as a result of the COMPANY's activities in the AREA,

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

SECTION 1. RECITALS.



(a) The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

(b) The CRA finds and declares that it is in the public's best interest and serves a public purpose to award a CRA Redevelopment Grant from the 17-92 Redevelopment Trust Fund to the COMPANY in the amount of TWO HUNDRED FIFTY-FOUR THOUSAND SIX HUNDRED FIFTY-EIGHT AND NO/100 DOLLARS (\$254,658.00) pursuant to the terms of this Agreement.

SECTION 2. DEFINITIONS.

(a) "PROJECT" includes all development, renovation, construction, and redevelopment as proposed in Exhibit A. Renovation of the property shall be done in a single Phase and is to be completed by January 30, 2010. COMPANY shall have nine (9) months after the

completion date to submit documentation verifying that the terms of this Agreement and the work as outlined in Exhibit A have been met. Failure to comply with the time limits as outlined in this Agreement shall constitute a breach of the Agreement's terms and shall terminate the CRA's obligation to award grant funds to the COMPANY.

(b) "Award Payout" for the PROJECT shall be made only after the COMPANY has obtained a Certificate of Occupancy for buildings on the property from Seminole County and proof of work as detailed in Exhibit A has been submitted to the CRA. The award upon completion of the PROJECT shall be TWO HUNDRED FIFTY-FOUR THOUSAND SIX HUNDRED FIFTY-EIGHT AND NO/100 DOLLARS (\$254,658.00). This amount represents approximately 100 percent of the total grant award.

SECTION 3. REPRESENTATIONS BY COMPANY. The COMPANY represents and warrants to the CRA the following:

(a) The COMPANY is duly organized and validly existing under the laws of the State of Florida and is authorized to do business in the State of Florida.

(b) The COMPANY's officers have the corporate power, authority, and legal right to execute, deliver, and perform this Agreement. The execution, delivery, and performance of this Agreement by the COMPANY have been authorized by all necessary corporate and shareholder action.

(c) The COMPANY's Project Manager shall be _____, or his/her designee.

SECTION 4. COVENANTS OF THE COMPANY. The COMPANY hereby covenants with the CRA to do the following:

(a) The COMPANY agrees to redevelop the property known as 9001 North Orlando Avenue, Maitland, Florida 32751, as more specifically described in Exhibit A, attached hereto, and in accordance with the schedule set forth in Section 2(a) of this Agreement.

(b) The COMPANY agrees to satisfy the terms as described in Section 2(b) of this Agreement before requesting the disbursement of the award associated with satisfaction of the PROJECT terms. The COMPANY will not request disbursement of the award funds until the terms and conditions of the PROJECT have been satisfied and a Certificate of Occupancy issued on the property.

(c) The COMPANY shall provide written verification, satisfactory to the CRA, demonstrating compliance with this Agreement.

(d) When the PROJECT is complete, the COMPANY shall cause notice to be given to the CRA and will make any related documentation available for review and inspection by the CRA.

(e) COMPANY agrees to grant an easement on its property located at 9001 North Orlando Avenue, Maitland, Florida 32751 at no additional cost for construction of a LYNX Bus Shelter if requested to do so by the COUNTY.

SECTION 5. COVENANTS OF THE COMMUNITY REDEVELOPMENT AGENCY.

Upon submission of proof of satisfaction of the terms described in Section 2(a) and (b), completion of the PROJECT, and issuance of a Certificate of Occupancy for the property, which are satisfactory to the CRA, the CRA will cause to be issued a payment to the COMPANY for demonstrated allowable costs incurred up to TWO HUNDRED FIFTY-FOUR THOUSAND SIX HUNDRED FIFTY-EIGHT AND NO/100 DOLLARS (\$254,658.00) for

redevelopment costs.

SECTION 6. TERM.

(a) This Agreement shall become effective upon execution by the CRA and the COMPANY and shall remain in effect through close out of the Agreement pursuant to and consistent with its terms.

(b) This Agreement will terminate upon completion of construction of all activities described in Exhibit A by the COMPANY and upon satisfaction of the terms and conditions of this Agreement as evidenced by a report prepared by the COMPANY and forwarded to CRA, outlining the COMPANY's satisfaction of the terms and conditions of this Agreement.

SECTION 7. REPORTS. Within nine (9) months of completion of the PROJECT, the COMPANY shall provide a Report to the CRA demonstrating the COMPANY's satisfaction of the terms and criteria listed in Exhibit A.

SECTION 8. FORCE MAJEURE. In the event any party hereunder fails to satisfy a requirement imposed in a timely manner, due to a hurricane, flood, tornado, or other Act of God or force majeure, then said party shall not be in default hereunder; provided, however, that performance shall recommence upon such event ceasing its effect.

SECTION 9. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees, and assigns of the parties.

SECTION 10. ASSIGNMENT. This Agreement shall not be assigned by either party without the prior written approval of the other.

SECTION 11. PUBLIC RECORDS. The COMPANY shall allow public access to all documents, papers, letters, or other materials which have been made or received by the COMPANY in conjunction with this Agreement.

SECTION 12. RECORDS AND AUDITS

(a) The COMPANY shall maintain in its place of business all books, documents, papers, and other evidence pertaining to the work performed under this Agreement. Such records shall be and remain available at the COMPANY's place of business at all reasonable times during the term of this Agreement and for two (2) years after Agreement closure.

(b) The COMPANY agrees that the CRA or its duly authorized representatives shall, until the expiration of two (2) years after Agreement closure, have access to examine any of COMPANY's books, documents, papers, and records involving transactions related to this Agreement. The COMPANY agrees that payments made under this Agreement shall be subject to reduction for amounts charged which are found, based on audit examination, not to constitute allowable costs.

(c) All required records shall be maintained until an audit has been completed and all questions arising from it are resolved or until two (2) years after closure of the Agreement, in writing, and submission of the final invoice, whichever is sooner. COMPANY will provide proper facilities for access to and inspection of all required records.

SECTION 13. NOTICES. Whenever either party desires to give notice unto the other, notice shall be sent to:

For CRA:

CRA Program Manager
Seminole County Planning & Development Department
US 17-92 Community Redevelopment Agency
1101 East First Street
Sanford, FL 32771

For COMPANY:

DeGusipe Funeral Home, LLC
9001 North Orlando Avenue
Maitland, FL 32751

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices or invoices. All notices shall be effective upon receipt.

SECTION 14. INDEMNITY AND INSURANCE.

(a) Each party to the Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and its  officers, employees, and agents.

(b) To the extent allowed by law, each party to this Agreement shall indemnify, save, and hold harmless the other party and all of its respective officers, agents, and employees from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description whatsoever, including claims for property damage and claims for injury to or death of persons brought or recovered against the other party to this Agreement by reason of any act or omission of the responsible party, its respective officers, agents, subcontractors, or employees, in the execution of the work relating to this Agreement.

(c) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or

defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of the CRA beyond the waiver provided for in Section 768.28, Florida Statutes.

(d) COMPANY shall provide necessary workers' compensation coverage and unemployment compensation for its employees.

SECTION 15. CONFLICT OF INTEREST.

(a) The COMPANY agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the CRA or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The COMPANY hereby certifies that no officer, agent, or employee of the CRA has any material interest (as defined in Section 112.312, Florida Statutes) either  directly or indirectly, in the business of the COMPANY to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the COMPANY hereby agrees that monies received from the CRA pursuant to this Agreement will not be used for the purpose of lobbying the legislature or any other State or Federal agency.

SECTION 16. COMPLIANCE WITH LAWS AND REGULATIONS. In performing under this Agreement, the parties shall abide by all laws, statutes, ordinances, rules, and regulations pertaining to or regulating the performance set forth herein, including those now in effect and hereafter adopted. Any material violation of said laws, statutes,

ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the non-violating party to terminate this Agreement immediately upon deliver of written notice of termination.

SECTION 17. EQUAL OPPORTUNITY EMPLOYMENT.

(a) The COMPANY agrees that it will not discriminate against any contractor, employee, or applicant for employment or work under this Agreement because or on account of race, color, religion, sex, age, or national origin and will ensure that applicants and employees are treated during employment without regard to race, color, religion, sex, age, or national origin. This provision shall include, but not be limited to, the following: retention; award of contracts; employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other  forms of compensation; and selection for training, including apprenticeship.

(b) The COMPANY agrees that it will comport all of its activities with the provisions of Chapter 760, Florida Statutes.

SECTION 18. EMPLOYEE/COMPANY STATUS.

(a) Persons employed or retained by COMPANY in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to the CRA's officers and employees either by operation of law or by the CRA.

(b) The COMPANY assumes total responsibility for salaries, employment benefits, contractual rights and benefits, contract payments, and federal, state and local employment taxes, if any, attributable to

the COMPANY's personnel or contractors and agrees to indemnify and hold the CRA harmless from any responsibility for same.

(c) In performing this Agreement, planning, developing, constructing, equipping, and operating the PROJECT or carrying out any of the activities to be carried out by the COMPANY, the COMPANY will be acting independently, in the capacity of an independent entity, and not as a joint venturer, partner, associate, employee, agent, or representative of the CRA.

SECTION 19. NO THIRD-PARTY BENEFICIARIES. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns, including any successor in interest to the COMPANY's interest in the PROJECT, and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder as a result of this Agreement or any right to enforce any provisions of this Agreement.

SECTION 20. CONTINGENT FEES/CONFLICTING EMPLOYMENT.

(a) The COMPANY covenants that it has employed and retained only bona fide employees working for the COMPANY, attorneys, and consultants to solicit or secure this Agreement. The CRA warrants that it has not paid or agreed to pay any person, the COMPANY, corporation, individual or firm, other than a bona fide employee working for the COMPANY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of making of this Agreement.

(b) The COMPANY agrees that at the time of execution of this Agreement it has no retainer or employment agreement, oral or written, with any third party relating to any matters which adversely affect any

interest or position of the CRA. During the term of this Agreement, the COMPANY shall not accept any retainer or employment from a third party whose interests appear to be conflicting or inconsistent with those of the CRA.

SECTION 21. GOVERNING LAW/ATTORNEYS FEES. This Agreement shall be construed and interpreted according to the laws of the State of Florida. In the event of litigation between the parties arising from or pertaining to this Agreement, the prevailing party shall be entitled to recover from the other parties reasonable trial and appellate attorney's fees and cost.

SECTION 22. CONSTRUCTION OF AGREEMENT. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties. It is  recognized by both the CRA and the COMPANY that they have had the opportunity to contribute substantially and materially to the preparation of this Agreement.

SECTION 23. CONSTITUTIONAL AND STATUTORY LIMITATION ON AUTHORITY OF THE CRA. The terms and conditions of this Agreement placed upon the CRA are applicable only to the extent they are within and consistent with the constitutional and statutory limitations on the authority of the CRA. Specifically, the parties acknowledge that the CRA is without authority to grant or pledge a security interest in any of the CRA's revenue sources or property.

SECTION 24. EVENTS OF DEFAULT/REMEDIES.

(a) For purposes of this Agreement, "Event of Default" shall mean any of the following:

(1) The COMPANY shall misapply or cause the misapplication of CRA funds or credits received pursuant to this Agreement.

(2) Any representation or warranty made by the COMPANY herein or in any statement, invoice, or certificate furnished to the CRA in connection with the performance of the Agreement proves to be untrue in a material respect as of the date of issuance or making thereof and shall not be corrected or brought into compliance within thirty (30) days after written notice thereof to the COMPANY by the CRA.

(3) The COMPANY shall materially breach any covenant contained in this Agreement and such breach shall not be corrected or cured within thirty (30) days after written notice thereof to the COMPANY by the CRA, provided however, that the CRA may declare a lesser time period in the event  that it finds, in its sole and absolute discretion, that such lesser period is necessary to protect the public health, safety, or welfare.

(4) The COMPANY shall fail to meet the time deadline as specified in Section 2(a) of this Agreement.

(5) The COMPANY fails to provide to the CRA the timely, written verification, satisfactory to the CRA, of its performance obligations herein.

SECTION 25. COUNTERPARTS. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

SECTION 26. HEADINGS. All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

SECTION 27. TIME. Time is of the essence of this Agreement.

SECTION 28. SEVERABILITY. If any provision, term, or clause of this Agreement is determined to be invalid or unenforceable by a Court of competent jurisdiction, said determination shall not, in any way, effect the obligation of the parties as provided for or referred to herein and, to that end, the provisions of this Agreement shall be deemed severable. However, such invalidity or unenforceability shall preclude the continuing effect of this Agreement if a failure of consideration were to occur.

SECTION 29. ENTIRE AGREEMENT.

(a) This Agreement constitutes  the entire agreement of the parties with respect to the subject matter hereof and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby.

(b) No waiver or consent to any departure from any term, condition, or provision of this Agreement shall be effective or binding upon any party hereto unless such waiver or consent is in writing, signed by an authorized officer of the party giving the same, and delivered to the other party.

(c) The COMPANY agrees that no representations have been made by the CRA in order to induce the COMPANY to enter into this Agreement other than as expressly stated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

DEGUSIPE FUNERAL HOME, LLC

Witness

By: _____

Print Name

Print Name

Witness

Title: _____

Print Name

Date: _____

ATTEST:

US 17-92 COMMUNITY
REDEVELOPMENT AGENCY

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BOB DALLARI, Chairman



Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by
the US 17-92 CRA at their
_____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

AEC/sjs
9/10/09

P:\Users\Legal Secretary CSB\Economic Development\17-92 CRA DeGusipe Funeral Home.doc

Attachment:

Exhibit A - Redevelopment/Construction Grant Application

Exhibit A

Budget Table	
Remove Existing Septic	\$ 4,500.00
Install Sewer connection	\$ 5,500.00
New Roof & Repiars	\$ 58,000.00
Stucco Exterior of Building	\$ 43,000.00
Prime & Piant Exterior	\$ 29,000.00
Install & Repair Windows	\$ 4,800.00
Irragation & Landscaping	\$ 62,363.00
Purchase & install Awnings	\$ 7,500.00
New Sign	\$ 12,500.00
Extrior Lighting	\$ 17,495.00
Install ADA Ramps	\$ 7,500.00
Trim & Remove Trees	\$2,500
Total	\$ 254,658.00

*****SEMINOLE COUNTY BUDGET REQUEST*****

Budget Division Use only:

DATE: 10/15/09
 FROM: Department Planning & Development
 Division Planning

BCR	<input checked="" type="checkbox"/>	10-03

WHAT IS NEEDED:

<p align="center">Operational Adjustment</p> <input type="checkbox"/> More funds for Budgeted program: Program is budgeted but additional funds are requested (Increased Cost) <input type="checkbox"/> More funds for Budgeted program: Program is budgeted but additional funds are requested (Increased Scope) <input type="checkbox"/> New program or service: program or service is not in this fiscal year's budget.	<p align="center">Project Adjustment</p> <input type="checkbox"/> More funds for Budgeted project: Project is budgeted but additional funds are requested. (Increased Cost) <input type="checkbox"/> More funds for Budgeted project: Project is budgeted but additional funds are requested. (Increase Scope) <input type="checkbox"/> New project: Project is not in this fiscal year's budget.
--	---

Detailed Explanation:

Funds are budgeted in FY'2009/10 Budget for development grants to private organizations. As individual projects are awarded a project number needs to be assigned for tracking purposes. This award of for a development grant to DeGusipe Funeral Home to help offset the total cost of improvements associated with this property.

Fund # 13300 Fund Name 17/92 CRA Fund

	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER FROM	<u>13300.011102.580821</u>	<u></u>	<u>Aid to Private Organizations</u>	<u>\$ 254,658</u>
			TOTAL	<u>\$254,658</u>

	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER TO	<u>13300.011102.580821</u>	<u>99011103W</u>	<u>Aid to Private Organizations</u>	<u>\$254,658</u>
			TOTAL	<u>\$254,658</u>

RECOMMENDATION: Approval Date 10/15/09 Analyst B. Newton Budget Manager _____

REVIEW: FS Director _____ County Manager _____

BCC APPROVAL: BCC Meeting Date _____ Date Signed _____ Signature _____

FINANCE: Transfer has been posted Date _____ Signature _____