



## CITY COUNCIL MEETING

August 02, 2023 at 6:30 PM

City Council Chambers, 16 Colomba Rd.

DeBary, Florida 32713

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## AGENDA

### CALL TO ORDER

Invocation

Flag Salute

### ROLL CALL

**PUBLIC PARTICIPATION:** For any items **NOT ON THE AGENDA**, citizen comments are limited to three (3) minutes per speaker. For items **ON THE AGENDA**, citizen comments are limited to five (5) minutes per speaker. Speakers will be called when the item is introduced for discussion.

### APPROVAL OF MINUTES

- [1.](#) Special City Council Meeting June 21, 2023
- [2.](#) Regular City Council Meeting July 5, 2023
- [3.](#) Special City Council Meeting July 19, 2023

### ADDITIONS, DELETIONS OR AMENDMENTS TO THE AGENDA

### CONSENT AGENDA

- [4.](#) City Manager requests City Council approve the Interlocal Agreement between the City of DeBary and the City of Orange City for Animal Control Services for a 3-year term, October 1, 2023 through September 30, 2026.
- [5.](#) City Manager is requesting City Council approve the renewal of the Team Volusia Cooperative Economic Development Agreement for fiscal year 2023-2024.
- [6.](#) City Manager requests City Council approve Amendment No. 1 to Lease Agreement between the City of DeBary and the DeBary Volunteer Fireman's Association, Incorporated, for the property located at 93 S. US. Hwy 17-92, DeBary, FL.
- [7.](#) Finance Director is requesting City Council approve the Federally Funded Sub-Award and Grant Agreement for DR – 4680 – Hurricane Nicole.

### PUBLIC HEARINGS

- [8.](#) Staff is requesting City Council approve the second reading of Ordinance No. 07-2023, amending the Comprehensive Plan's Future Land Use Map (FLUM) to change the Future Land Use classification of the parcel addressed as 450 South Charles Richard Beall Boulevard (parcel ID # 900400000110) from Commercial/Retail (C/R) and Industrial/Service (I/S) to exclusively I/S.

- [9.](#) Staff is requesting City Council approve the second reading of Ordinance No. 08-2023, amending the Zoning Map to rezone the parcel addressed as 450 South Charles Richard Beall Boulevard (parcel ID # 900400000110) from Shopping Center (B-3) and Light Industrial (I-1) to exclusively I-1. (Quasi-judicial)
- [10.](#) Staff is requesting City Council approve the first reading of Ordinance No.09-2023, amending the Development Agreement (DA) of the DeBary Town Park Transit Oriented Development (TOD) Project to add certain waivers to Exhibit “C”, with a proposed amendment by staff. (Quasi-judicial)
- [11.](#) Staff is requesting City Council approve the first reading of Ordinance No. 10-2023, amending the Code of Ordinances (the Code) to repeal the requirement for the registration of abandoned property and to add additional clarifications.

## **NEW BUSINESS**

- [12.](#) City Manager is requesting City Council approve the first Amendment to the Restated Interlocal Agreement for Provision of Municipal Fire Services by the City of Orange City to the City of DeBary, Florida.
- [13.](#) City Manager is requesting City Council approve the Whitehouse Contracting, LLC., proposal to construct new sidewalk on the west side of S. Shell Road, between Springview Commerce Drive and the north property line of Discount Propane.

## **COUNCIL MEMBER REPORTS / COMMUNICATIONS**

### Member Reports/ Communications

- A. Mayor and Council Members
- B. City Manager
- C. City Attorney

## **DATE OF UPCOMING MEETING / WORKSHOP**

Special City Council Meeting August 23, 2023, 6:30 p.m.

## **ADJOURN**

If any person decides to appeal any decision made by the City Council with respect to any matter considered at this meeting or hearing he/she will need a record of the proceedings, and for such purpose he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (FS 286.0105).

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk at least three (3) working days in advance of the meeting date and time at (386) 668-2040.



## **SPECIAL CITY COUNCIL MEETING**

June 21, 2023 at 6:30 PM

**City Council Chambers, 16 Colomba Rd.**

**DeBary, Florida 32713**

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### **MINUTES**

**CALL TO ORDER:** Mayor Chasez called the meeting to order at 6:30 p.m.

**ROLL CALL:** Mayor Chasez, Vice-Mayor Butlien, and Council Members Pappalardo, Sell and Stevenson are present.

Others present: Carmen Rosamonda, City Manager; Giffin Chumley, City Attorney; Steven Bapp, Growth Management Director; Eric Frankton, Information Technology Director; Amy Long, Deputy Public Works Director; and, Richard Villasenor, City Engineer.

**PUBLIC PARTICIPATION:** For any items **ON THE AGENDA**, citizen comments are limited to five (5) minutes per speaker. Speakers will be called when the item is introduced for discussion.

**DELETIONS OR AMENDMENTS TO THE AGENDA (City Charter Sec. 4.11):** None.

#### **CONSENT AGENDA:**

The Parks and Recreation Department is requesting Council approve the attached grant application submitted by the DeBary Babe Ruth 8U Softball All Star Team.

Staff is requesting authorization to dispose of surplus property and remove the property from the City's capital inventory.

Motion by Vice-Mayor Butlien to approve the Consent Agenda. Seconded by Council Member Pappalardo. Motion passed unanimously.

#### **PUBLIC HEARINGS:**

Mayor Chasez reviewed the City's quasi-judicial process.

The applicant, Stephen Maxwell, is requesting City Council approve a Special Exception to allow for a garage apartment at 30 Sanctuary Avenue (Quasi-Judicial).

City Attorney swore in all those who wished to speak.

Council Members had no ex-parte communications to disclose.

Staff reviewed the request.

The applicant, Stephen Maxwell, addressed Council.

Motion by Council Member Pappalardo to approve the Special Exception. Seconded by Council Member Stevenson. Motion passed unanimously.

Staff is requesting City Council approve the first reading of Ordinance No. 05-2023, amending the Progress Industry Park Industrial Planned Unit Development (IPUD) to permit a Hydrogen Production and Storage Facility (The Facility) project. (Quasi-Judicial)

City Attorney read the Ordinance into the record.

City Attorney swore in all those who wished to speak.

Mayor Chasez stated she had spoken with the General Manager of the facility. No other Council Members had ex-parte communications to disclose.

Staff reviewed the project request and the IPUD modifications.

Joseph DelRocco addressed Council.

Duke Energy representatives, Patty D'Alessandro, Richard Zwolak, Kristen Cooper, and John Hackey addressed Council.

Motion by Vice-Mayor Butlien to approve the first reading of Ordinance No. 05-2023 with the specification to only produce green or yellow hydrogen, and to only allow three turbines under this amendment. Seconded by Council Member Stevenson. Motion passed unanimously.

Staff is requesting City Council approve the first reading of Ordinance No. 06-2023, amending the Code of Ordinances and the Land Development Code (LDC) to provide for regulations of mobile food dispensing vehicles (food trucks).

City Attorney read the Ordinance into the record.

Staff reviewed the Ordinance highlights, including hours of operation, allowable locations, site regulations, and signage.

No one addressed Council.

Motion by Vice-Mayor Butlien to approve the first reading of Ordinance No. 06-2023 with the modifications discussed. Seconded by Council Member Pappalardo. Motion passed 4:1 (Council Member Sell; nay).



## **NEW BUSINESS**

City Staff is requesting City Council award the initial Construction Assessment Contract for the Glen Abbey/Summerhaven Stormwater System Rehabilitation to Dale Beasley Construction, Inc. in the amount of \$69,774.25.

Staff reviewed the project location, funding and timeline.

No one addressed Council.

Motion by Vice-Mayor Butlien to award the construction assessment contract to Dale Beasley Construction in the amount of \$69,774.25. Seconded by Council Member Sell. Motion passed unanimously.

The Public Works Department is requesting City Council approve the purchase of a used 100-kilowatt generator from United Rentals.

Staff reviewed the need for the request.

No one addressed Council.

Motion by Vice-Mayor Butlien to approve the purchase. Seconded by Council Member Stevenson. Motion passed unanimously.

City Council is requesting City Council adopt Resolution No. 2023-14, amending the rules of procedure and by-laws of the Historic Preservation Board.

City Attorney read the Resolution into the record.

City Manager briefly reviewed the resolution.

No one addressed Council.

Motion by Council Member Stevenson to adopt Resolution No. 2023-14. Seconded by Vice-Mayor Butlien. Motion passed unanimously.

## **COUNCIL MEMBER REPORTS / COMMUNICATIONS**

Member Reports/ Communications

- A. Mayor and Council Members
- B. City Manager
- C. City Attorney

**DATE OF UPCOMING MEETING / WORKSHOP:** Regular City Council Meeting July 5, 2023, 6:30 p.m.

**ADJOURN:** The meeting was adjourned at 9:02 p.m.

**APPROVED:**

**CITY COUNCIL  
CITY OF DEBARY, FLORIDA**

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**Karen Chasez, Mayor**

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**Annette Hatch, CMC, City Clerk**



## CITY COUNCIL MEETING

July 05, 2023 at 6:30 PM

City Council Chambers, 16 Colomba Rd.

DeBary, Florida 32713

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### MINUTES

**CALL TO ORDER:** Mayor Chasez called the meeting to order at 6:30 p.m.

**ROLL CALL:** Mayor Chasez, Vice-Mayor Butlien, and Council Members Pappalardo, Sell and Stevenson are present.

Others present: Carmen Rosamonda, City Manager; Giffin Chumley, City Attorney; Steven Bapp, Growth Management Director; Eric Frankton, Information Technology Director; Shari Simmans, Economic Development & Government Affairs Director; Richard Villasenor, City Engineer; and, Annette Hatch, City Clerk.

**PUBLIC PARTICIPATION:** For any items **NOT ON THE AGENDA**, citizen comments are limited to three (3) minutes per speaker. For items **ON THE AGENDA**, citizen comments are limited to five (5) minutes per speaker. Speakers will be called when the item is introduced for discussion.

No one addressed Council.

**APPROVAL OF MINUTES:** Motion by Council Member Stevenson to approve the minutes of the Regular City Council Meeting June 7, 2023. Seconded by Vice-Mayor Butlien. Motion passed unanimously.

**ADDITIONS, DELETIONS OR AMENDMENTS TO THE AGENDA:** None.

**PRESENTATIONS:** 2023 Legislative Update: Shawn Foster, Sunrise Consulting, highlighted Legislative changes affecting the City.

#### **CONSENT AGENDA:**

City staff requests City Council approve the Extending Insurance Brokerage Services Agreement with Brown and Brown of Florida, Inc. until August 31, 2024.

Staff is requesting City Council approve the Grant Agreement for the City of DeBary Comprehensive Vulnerability Assessment.

Motion by Vice-Mayor Butlien to approve the Consent Agenda. Seconded by Council Member Pappalardo. Motion passed unanimously.

**PUBLIC HEARINGS:**

Staff is requesting City Council approve the second reading of Ordinance No. 06-2023, amending the Code of Ordinances and the Land Development Code (LDC) to provide for regulations of mobile food dispensing vehicles (food trucks).

City Attorney read the Ordinance into the record.

Staff briefly reviewed the Ordinance.

No one addressed Council.

Motion by Vice-Mayor Butlien to adopt Ordinance No. 06-2023. Seconded by Council Member Pappalardo. Motion passed unanimously.

**NEW BUSINESS:**

City Manager is requesting City Council approve the Agreement for Exchange of Real Property between DeBary Town Center, LLC (DTC) and the City of DeBary for approximately 2.17 acres located at the corner of Fort Florida Road and U.S. Highway 17-92.

City Manager reviewed the contingencies, conditions and exchange parameters of the agreement.

Mark Watts, Cobb Cole, representing DeBary Town Center, addressed Council.

Motion by Council Member Stevenson to approve the agreement for the exchange of real property. Seconded by Council Member Pappalardo. Motion passed unanimously.

City Manager is requesting City Council adopt Resolution No. 2023-15, enacting the U.S. Highway 17-92 Golf Cart Crossing at Dogwood Trail and N. Pine Meadow Drive.

City Attorney read the Resolution into the record.

City Manager briefly reviewed the Florida Department of Transportation (FDOT) permitting process and crossing information.

No one addressed Council.

Motion by Vice-Mayor Butlien to adopt Resolution No. 2023-15. Seconded by Council Member Stevenson. Motion passed unanimously.

**COUNCIL MEMBER REPORTS / COMMUNICATIONS:**

Board/Committee Appointments: River to Sea TPO Citizen Advisory Committee Appointment. Staff reviewed the application submitted.

Motion by Vice-Mayor Butlien to appoint John MacFarlane to the River-to-Sea TPO Citizen Advisory Committee. Seconded by Council Member Pappalardo. Motion passed unanimously.

Member Reports/ Communications:

- A. Mayor and Council Members
- B. City Manager: City Manager distributed a draft preliminary park plan for Alexander Island Park and requested Council feedback (Copy is attached to these minutes).
- C. City Attorney

**DATE OF UPCOMING MEETING / WORKSHOP:** Special City Council Meeting July 19, 2023, 6:30 p.m.

**ADJOURN:** The meeting was adjourned at 8:33 p.m.

**APPROVED:**

**CITY COUNCIL  
CITY OF DEBARY, FLORIDA**

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**Karen Chasez, Mayor**

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**Annette Hatch, CMC, City Clerk**



## MEMORANDUM

### City of DeBary: Alexander Island Park Master Plan

Subject: Preliminary Site Program List

Date: June 30, 2023

Purpose: The following lists summarize recommended site capital improvements and equipment based upon public engagement input, trend analysis, comparable facility research, and city staff interviews. These lists are not to be interpreted as final.

#### I. Recommended Site Program

##### 1. Capital Improvements

*Note: Phase 1 recommendations noted in black; Phase 2 (or later phase) is noted in blue*

- Park entry sign - \$25,000
- Entry Improvements - \$100,000
  - Three-way stop intersection
  - New paved entry with culvert
- Parking - \$350,000
  - 3 concrete ADA spaces
  - 30-35 unpaved (crushed concrete/gravel) vehicle spaces; 2 bus spaces
  - Vehicle gated entry
  - 8-10 bike racks
  - Bike repair station
  - Golf cart parking (unpaved) for 8-10 spaces
  - Split-rail wood fence around parking
  - Bioswales along perimeter of parking with native plantings for stormwater measurement
- Trails - \$845,000 Phase 1 (1.1 miles)
  - A paved 10 FT width trail connection from Fort Florida Rd. to each trail kiosk and main park facility building – approximately 650 LF - \$195,000
  - Internal trails would be a combination of surface materials; boardwalk (composite decking), paved asphalt, crushed shell (with binding agent), and natural surface (compacted)
  - Primary internal trails would range from 6-10 ft in width, dependent upon conditions/potential impacts
  - Bikes are recommended not to be allowed on internal trails

- Interpretative/educational signage along trails (x12 total)
- Three internal trail loops of varying distance/ability
  - River's Edge Loop (0.3+/- miles); connects to kayak launch area (\$400k w/ asphalt surface)
  - Oak Hammock Loop (0.30+/- miles); connects to oak hammock picnic area (\$400k w/ asphalt surface)
  - Berm Loop (1.85+/- miles); connects to riverside picnic area; and peninsula point overlook. Phase 1 to include 0.75 mile of Berm Loop to peninsula point overlook. Recommended as natural surface; leveled; 3" shell w/ binder - \$250k (asphalt would be approximately \$950k for Phase 1). Phase 2 would complete the Berm Loop trail.
- Each trail loop is to include a trailhead - \$75,000; two trailheads for Phase 1 (\$50,000)
  - Map Kiosk (map of park and trail loop)
  - Bench
  - Trash/recycle receptacle (bear resistant)
- Additional 2.0+/- miles of unpaved hiking trails - \$50,000
  - Hiking trails would typically be 2-4 ft in width
  - Connect to loop trails
  - Natural surface only
  - Most would only be publicly open seasonally
- Lighting detector
  - Solar/cellular – purchase -\$15,000; lease \$9,000 annually
- Kayak Launch - \$50,000
  - Accessible from parking along River's Edge trail
  - Include kayak rental vender/lockers
- Picnic Areas - \$100,000; (\$50k – Phase 1)
  - Two primary picnic areas
    - River's Edge (6-8 picnic tables, trash/recycle receptacle/bear resistant)
    - Oak Hammock (10-12 picnic tables, trash/recycle receptacle/bear resistant)
  - Accessible from primary trail loops
- Pier – adjacent to River's Edge Picnic Area - \$150,000
  - 75 ft fishing pier; ADA accessible
  - 12-14 ft width; composite decking; SS cable railing
  - ADA accessible fishing rail (2 locations)
  - Fish cleaning station
- Children Play Element - \$100,000
  - Located near main park facility
  - Small 500 SF in size; EMF surface
  - Natural material; nature learning themed; could use fallen trees on-site
- Peninsula Point Overlook - \$750,000

- Located in far SW area of site
- Direct access to water
- Boardwalk with raised platform (20+/- ft raised); approximately 20x20
- ADA accessible platform
- Educational/interpretative signage (x5)
- Observation Tower - \$150,000
  - Located near River's Edge picnic area
  - 40 ft height
  - ADA accessible platform at base
- Regulatory/Safety Signage - \$50,000
  - Along river, at entry and main park facility
  - Emergency contact signage along trails
- Park Facility – 2,900+/- SF – \$1,162,500
  - Underground electrical, water/sanitary sewer connections; extend approximate 600+/- ft into site; stub out for future Freshwater Research Center. – (\$100k)
  - Restrooms; two gender and a family; accessible from outside facility; 900 SF – (\$360k)
  - Flexible indoor classroom; 650 SF – (\$230k)
  - On-site staff offices: 5-6 offices, break space, staff restroom; 1,100 SF – (\$385k)
  - Storage (indoor); 250 SF – (\$87.5k)
  - Security lights on building only
- Maintenance Facilities - \$450,000
  - 15,000+/- SF fenced (screened with vegetation) maintenance yard
  - 1,000+/- SF (24x40) maintenance building; two garage doors; electrical and water connections, security
  - 30x40' equipment cover/carport
  - 4,000-5,000+/- SF bulk material storage area on paved surface
  - Staff parking for 7-8 vehicles
- Aquatic Preserve Alliance of Central Florida (citizen support organization – CSO) – Freshwater Research Center (not by the City of DeBary)
  - Underground electrical, water/sanitary sewer connections
  - Research and Education Facility – 4,000+/- SF
    - Research Space 1,500 SF
    - Offices (4); 500 SF
    - Multipurpose Room (conference and classroom) – 650 SF
    - Restroom (single unit) – 150 SF
    - Educational Room/Exhibit – 650 SF
    - Marine Equipment Storage (outside accessible) – 350 SF
    - Storage – 350 SF
  - Parking



- 2 concrete ADA spaces
- 8 unpaved (crushed concrete/gravel) vehicle staff spaces; plus 8 guest vehicle and 1 bus space
- Vehicle gated entry; separate from park's main entry
- Vehicle access to small boat ramp from parking
- Storage Yard
  - 110x90 ft min
  - Need space for boat turn around and back-in
  - Enclosed/covered boat storage with six (6) bays; 14 ft wide by 25 ft length = 84x25 ft
  - Additional 150+/- SF storage unit
  - Space for two (2) boat/canoe trailers)
- River Access
  - Small (14 ft wide) boat ramp
  - Two boat slips
  - ADA accessible boat dock

Preliminary Phase 1 Costs: \$3,207,500 (Construction)  
 Soft Costs (A&E design, permitting, de/mobilization) – 18%: \$577,350  
 Capital Equipment - \$507,825  
 Contingency (20%) - \$641,500  
**Phase 1 OPCC - \$4,934,175**

## 2. Equipment Recommendations

- Bucket truck w/ utility bed - \$160,000
- 7x24' equipment trailer - \$7,000
- 7x20' dump trailer w/ ramps - \$9,000
- Jon boat - \$35,500
  - Aluminum, 21.5 ft, load 1,900 lbs.+/-
  - 150 hp outboard motor
  - Trailer; tandem axle
- Canoe - \$750
  - 15 ft; 2-person
- Turbine blower - \$10,000
- Skid loader - \$65,000
  - Operating capacity of 2k+ lbs.
  - Bucket – \$2,500
  - Forestry Drum Mulcher head - \$30,000
- Tractor (min 65 hp) w/ attachments - \$85,000
  - Front load bucket, backhoe, mowing deck, forks, grapple, auger, broadcast spreader; \$25,000

- Side by Side 4-seater UTV w/dump bed - \$17,500
- Motorized Utility Rake/Field Groomer - \$8,000
- ATV - \$7,500
- Trash pump 3inch hose - \$1,500
- Generator 5,000 Watt - \$3,000
- Reel mower - \$20,000
- 54" zero-turn mower - \$7,000
- Ice machine - \$5,000
- 8 ft. step ladder - \$150
- 20 ft extension ladder - \$350
- Digging shovel – min 3 - \$150
- Scoop shovel – min 3 \$150
- Square shovel – min 3 - \$150
- Spade shovel – min 2 - \$150
- Grass rake – min 2 - \$100
- Bow rake – min 2 - \$100
- Post hole digger - \$75
- String Trimmers – min 3 - \$1,150
- Backpack blower – min 3 - \$1,050
- Pole saw – min 2 - \$800
- Edgers – min 2 - \$750
- Chainsaws
  - 16 inch – min 2 - \$700
  - 20 inch – min 2 - \$800
  - 25 inch - \$450
- Walk behind mower – min 2 - \$1,000
- Drum fan - \$250
- Extension cords - \$400

**Preliminary Equipment Total: \$507,825**

Cost Estimates – Phase 1 Options

Recommended - Phase 1		Budget - Phase 1	
Item	Cost	Item	Cost
<b>Access &amp; Circulation</b>	<b>\$1,470,000</b>	<b>Access &amp; Circulation</b>	<b>\$945,000</b>
<b>Entry Improvements:</b> Three-way stop intersection; new paved entry with culvert	\$100,000	<b>Entry Improvements:</b> Three-way stop intersection; new paved entry with culvert	\$100,000
<b>Entry Sign</b>	\$25,000	<b>Entry Sign</b>	\$25,000
<b>Parking:</b> 3 concrete ADA spaces; 30-35 unpaved (crushed concrete/gravel) vehicle spaces and 2 bus spaces; vehicle gated entry; 8-10 bike racks; bike repair station; golf cart parking (unpaved) for 8-10 spaces; split-rail wood fence around parking; bioswales along perimeter of parking with native plantings for stormwater measurement	\$350,000	<b>Parking:</b> 3 concrete ADA spaces; 30-35 unpaved (crushed concrete/gravel) vehicle spaces and 2 bus spaces; vehicle gated entry; 8-10 bike racks; bike repair station; golf cart parking (unpaved) for 8-10 spaces; split-rail wood fence around parking; bioswales along perimeter of parking with native plantings for stormwater measurement	\$350,000
<b>Trails:</b> River's Edge Loop (0.3+/- miles); connects to kayak launch area (w/ asphalt surface); Berm Loop (1.85+/- miles); connects to riverside picnic area; and peninsula point overlook. Phase 1 to include 0.75 mile of Berm Loop to peninsula point overlook. Recommended as natural surface; leveled with 3" shell w/ binder - \$250k; Paved 10 FT width trail connection from Fort Florida Rd. to each trail kiosk and main park facility building – approximately 650 LF - \$195,000	\$400,000 \$250,000 \$195,000	<b>Trails:</b> River's Edge Loop (0.3+/- miles); connects to kayak launch area natural surface; leveled with 3" shell w/ binder; <del>asphalt surface</del> <del>Berm Loop (1.85+/- miles); connects to riverside picnic area; and peninsula point overlook. Phase 1 to include 0.75 mile of Berm Loop to peninsula point overlook. Recommended as natural surface; leveled with 3" shell w/ binder - \$250k;</del> Paved 10 FT width trail connection from Fort Florida Rd. to each trail kiosk and main park facility building – approximately 650 LF - \$195,000	\$150,000 \$195,000
<b>Trailhead:</b> two trailheads for Phase 1	\$50,000	<b>Trailhead:</b> <del>two</del> one trailheads for Phase 1	\$25,000
<b>Hiking Trails:</b> 2.0+/- miles of unpaved hiking trails	\$50,000	<b>Hiking Trails:</b> 2.0+/- miles of unpaved hiking trails	\$50,000
<b>Kayak Launch:</b> Accessible from parking along River's Edge trail; include kayak rental vender/lockers	\$50,000	<b>Kayak Launch:</b> Accessible from parking along River's Edge trail; include kayak rental vender/lockers	\$50,000
<b>Facilities</b>	<b>\$1,737,500</b>	<b>Facilities</b>	<b>\$1,122,500</b>
<b>Park Facility: 2,900 SF</b> Utilities: Underground electrical, water/sanitary sewer connections; extend approximate 600+/- ft into site; stub out for future Freshwater Research Restroom: two gender and a family; accessible from outside facility; 900 SF Classroom: Flexible indoor classroom; 650 SF Staff Offices: On-site staff offices: 5-6 offices, break space, staff restroom; 1,100 SF Storage: indoor storage; 250 SF	\$100,000 \$360,000 \$230,000 \$385,000 \$87,500	<b>Park Facility: 1,150 SF</b> Utilities: Underground electrical, water/sanitary sewer connections; extend approximate 600+/- ft into site; stub out for future Freshwater Research Restroom: two gender and a family unit; accessible from outside facility; 1,250 SF <del>Classroom: Flexible indoor classroom; 650 SF</del> <del>Staff Offices: On-site staff offices: 5-6 offices, break space, staff restroom; 1,100 SF</del> Storage: indoor storage; 250 SF	\$100,000 \$360,000 \$87,500
<b>Maintenance Facility: 15,000+/- SF</b> fenced (screened with vegetation) maintenance yard; 1,000+/- SF (24x40) maintenance building; two garage doors; electrical and water connections, security; 30x40' equipment cover/carport; 4,000-5,000+/- SF bulk material storage area on paved surface; Staff parking for 7-8 vehicles	\$450,000	<b>Maintenance Facility: 15,000+/- SF</b> fenced (screened with vegetation) maintenance yard; 1,000+/- SF (24x40) maintenance building; two garage doors; electrical and water connections, security; 30x40' equipment cover/carport; 4,000-5,000+/- SF bulk material storage area on paved surface; Staff parking for 7-8 vehicles	\$450,000
<b>Picnic Area:</b> River's Edge to include 6-8 picnic tables, trash/recycle receptacle/bear resistant	\$50,000	<b>Picnic Area:</b> River's Edge to include 6-8 picnic tables, trash/recycle receptacle/bear resistant	\$50,000
<b>Lighting Detector:</b> Solar/cellular – purchase -\$15,000; lease \$9,000 annually	\$25,000	<b>Lighting Detector:</b> Solar/cellular – purchase -\$15,000; lease \$9,000 annually	\$25,000
<b>Regulatory/Safety Signage:</b> Along river, at entry and main park facility; Emergency contact signage along trails	\$50,000	<b>Regulatory/Safety Signage:</b> Along river, at entry and main park facility; Emergency contact signage along trails	\$50,000
<b>Construction Subtotal</b>	<b>\$3,207,500</b>	<b>Construction Subtotal</b>	<b>\$2,067,500</b>
Capital Equipment	\$507,825	Capital Equipment	\$507,825
Soft Costs (A&E design, permitting, de/mobilization) - 18%	\$577,350	Soft Costs (A&E design, permitting, de/mobilization) - 18%	\$372,150
Contingency (Conceptual Level) - 20%	\$641,500	Contingency (Conceptual Level) - 20%	\$413,500
<b>Phase 1 Total:</b>	<b>\$4,934,175</b>	<b>Phase 1 Total:</b>	<b>\$3,360,975</b>

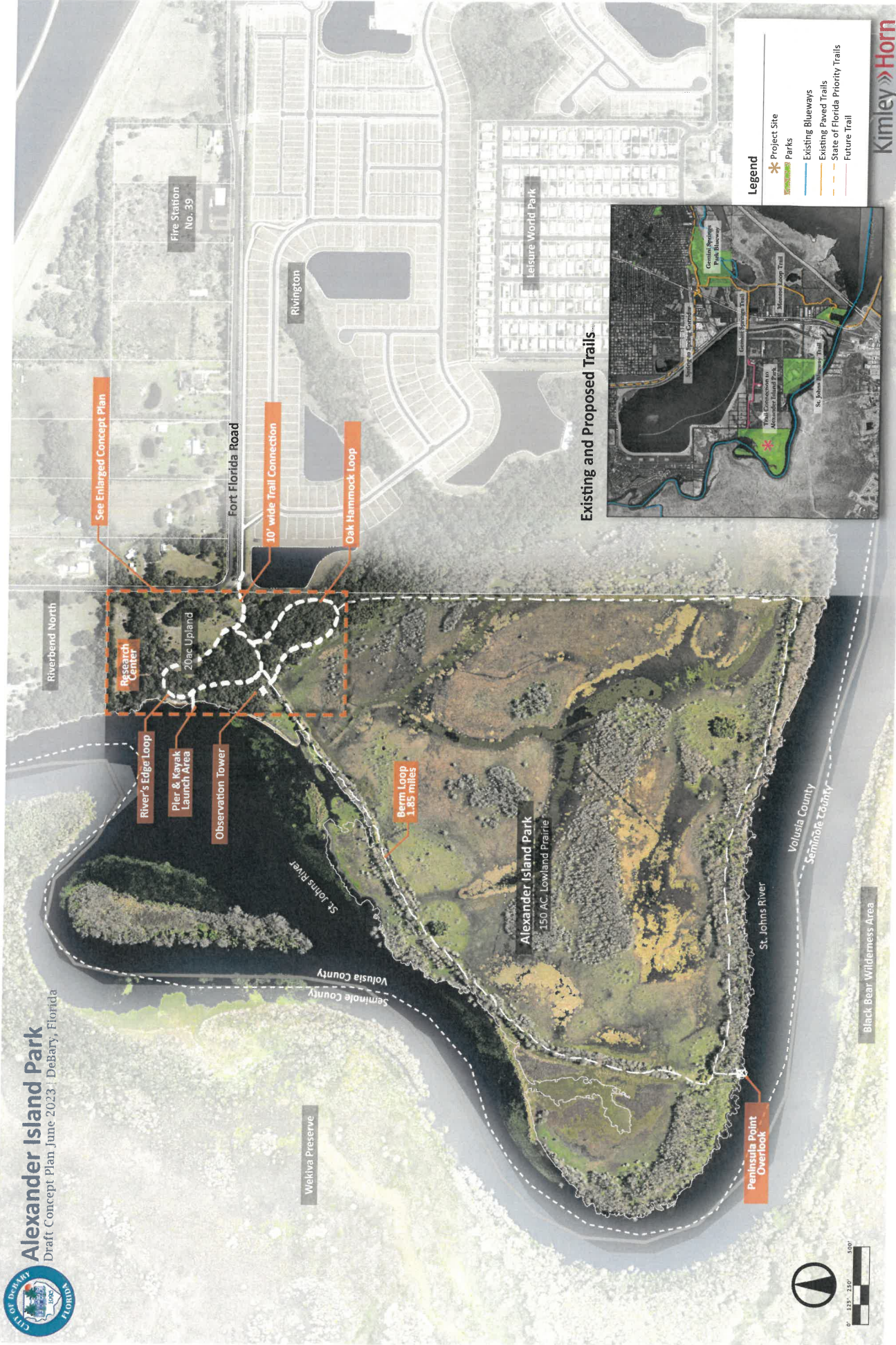
Note: All estimates included are opinions of probable cost based on fair market value and is not a prediction of anticipated bids. The estimates are a Rough Order of Magnitude Estimate (ROM) made for budget purposes ONLY. The following items are excluded: price escalation, mitigation, invasive/exotic removal, environmental restoration, or any items not specifically identified. This estimate shall be reviewed, revised, and accordingly adjusted throughout future phases of





# Alexander Island Park

Draft Concept Plan June 2023 | DeBary, Florida



Existing and Proposed Trails



**Legend**

- Project Site
- Parks
- Existing Blueways
- Existing Paved Trails
- State of Florida Priority Trails
- Future Trail





**Alexander Island Park**  
Draft Concept Plan Enlargement June 2023 | DeBary, Florida



**Kimley»Horn**





## SPECIAL CITY COUNCIL MEETING

July 19, 2023 at 6:30 PM

City Council Chambers, 16 Colomba Rd.

DeBary, Florida 32713

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### MINUTES

**CALL TO ORDER:** Mayor Chasez called the meeting to order at 6:30 p.m.

**ROLL CALL:** Mayor Chasez, Vice-Mayor Butlien, and Council Members Pappalardo, Sell and Stevenson are present.

Others present: Carmen Rosamonda, City Manager; Giffin Chumley, City Attorney; Steven Bapp, Growth Management Director; Elizabeth Bauer, Finance Director; Wesley Grissom, Deputy Finance Director; Annette Hatch, City Clerk; and, David Rodriguez, Information Technology Technician.

**PUBLIC PARTICIPATION:** For any items **ON THE AGENDA**, citizen comments are limited to five (5) minutes per speaker. Speakers will be called when the item is introduced for discussion.

**DELETIONS OR AMENDMENTS TO THE AGENDA (City Charter Sec. 4.11):** None.

#### **PUBLIC HEARINGS:**

Staff is requesting City Council approve the second reading of Ordinance No. 05-2023, amending the Progress Industry Park Industrial Planned Unit Development (IPUD) to permit a Hydrogen Production and Storage Facility (the Facility) project. (Quasi-Judicial)

Mayor Chasez reviewed the City's quasi-judicial process.

City Attorney read the Ordinance into the record.

City Clerk swore in all those who wished to speak.

Mayor Chasez stated she had spoken with the General Manager of the facility. No other Council Members had ex-parte communications to disclose.

Staff reviewed the amended language requested at the previous hearing. An email from Duke Energy listing the engineering firms, agencies and codes/regulations was distributed to all Council Members. (A copy of which is attached to these minutes).

Richard Zwolak, Duke Energy, addressed Council and reviewed the amended changes.

Robin Hardy addressed Council.

Richard Zwolak, re-addressed Council.

Motion by Vice-Mayor Butlien to approve the second reading of Ordinance No. 05-2023. Seconded by Council Member Pappalardo. Motion passed unanimously.

Staff is requesting City Council approve the first reading of Ordinance No. 07-2023, amending the Comprehensive Plan's Future Land Use Map (FLUM) to change the Future Land Use classification of the parcel addressed as 450 South Charles Richard Beall Boulevard (parcel ID # 900400000110) from Commercial/Retail (C/R) and Industrial/Service (I/S) to exclusively I/S.

City Attorney read the Ordinance into the record.

Staff reviewed the Future Land Use Map changes and consistency with the City's Land Development Code.

Michael Wojtuniak, Florida Public Utilities Project Engineer, addressed Council.

Motion by Council Member Stevenson to approve the first reading of Ordinance No. 07-2023. Seconded by Vice-Mayor Butlien. Motion passed unanimously.

Staff is requesting City Council approve the first reading of Ordinance No. 08-2023, amending the Zoning Map to rezone the parcel addressed as 450 South Charles Richard Beall Boulevard (parcel ID # 900400000110) from Shopping Center (B-3) and Light Industrial (I-1) to exclusively I-1. (Quasi-Judicial)

City Attorney read the Ordinance into the record.

City Clerk swore in all those who wished to speak.

There was no ex-parte communication to disclose.

Staff stated the request complies with the City's Corridor Overlay regulations and is consistent with surrounding zoning.

No one addressed Council.

Motion by Vice-Mayor Butlien to approve the first reading of Ordinance No. 08-2023. Seconded by Council Member Pappalardo. Motion passed unanimously.

#### **NEW BUSINESS:**

City Manager requests City Council present the Proposed FY 2023-24 Budget.

City Manager reviewed the City's financial accomplishments, proposed budget, rollback rate, options for major projects, non-ad valorem assessments and operational expenses.

This was an informational item. Council Members discussed the presentation. No motion or voting took place.

City Manager is requesting City Council adopt Resolution No. 2023-05 to set the proposed ad valorem millage rate of 2.9247 for fiscal year 2023/2024 and to set the date, time, and place of the tentative budget hearing on the fiscal year 2023/2024 budget for September 6, 2023 at 6:30 PM in the Council Chambers at City Hall. Council may set the proposed millage rate higher than the City Manager's recommendation.

City Attorney read the Resolution into the record.

Staff briefly reviewed the draft budget and proposed millage.

No one addressed Council.

Motion by Vice-Mayor Butlien to approve Resolution No. 2023-05. Seconded by Council Member Stevenson. Motion passed unanimously.

City Manager is requesting City Council adopt Resolution No. 2023-06 to set the Solid Waste Non- Ad Valorem Assessment for fiscal year 2023/2024 at \$250.00 per residential unit.

City Attorney read the Resolution into the record.

Staff briefly reviewed the solid waste rate breakdown.

No one addressed Council.

Motion by Vice-Mayor Butlien to adopt Resolution No. 2023-06. Seconded by Council Member Pappalardo. Motion passed unanimously.

City Manager is requesting City Council adopt Resolution No. 2023-07 to set the Stormwater Non- Ad Valorem Assessment (NAVA) for fiscal year 2023/2024.

City Attorney read the Resolution into the record.

Staff briefly reviewed the stormwater rates.

No one addressed Council.

Motion by Council Member Stevenson to adopt Resolution No. 2023-07. Seconded by Vice-Mayor Butlien. Motion passed unanimously.

City Manager is requesting City Council adopt Resolution No. 2023-08 to set the Street Lighting Districts Non- Ad Valorem Assessments for fiscal year 2023/2024.

City Attorney read the Resolution into the record.

Staff reviewed the assessments.



No one addressed Council.

Motion by Vice-Mayor Butlien to adopt Resolution No. 2023-08. Seconded by Council Member Stevenson. Motion passed unanimously.

City Manager is requesting City Council adopt Resolution No. 2023-09 to set the Orlandia Heights Neighborhood Improvement District Non- Ad Valorem Assessment for fiscal year 2023/2024 at \$300.00 per parcel.

Staff reviewed the District's budget and assessment.

No one addressed Council.

Motion by Vice-Mayor Butlien to adopt Resolution No. 2023-08. Seconded by Council Member Stevenson. Motion passed unanimously.

**COUNCIL MEMBER REPORTS / COMMUNICATIONS:**

Member Reports/ Communications

- A. Mayor and Council Members
- B. City Manager
- C. City Attorney

**DATE OF UPCOMING MEETING / WORKSHOP:** Regular City Council Meeting August 2, 2023, 6:30 p.m.

**ADJOURN:** The meeting was adjourned at 8:39 p.m.

**APPROVED:**

**CITY COUNCIL  
CITY OF DEBARY, FLORIDA**

---

**Karen Chasez, Mayor**

---

**Annette Hatch, CMC, City Clerk**

## Steven Bapp

---

**Subject:** FW: [EXTERNAL] RE: Regulatory agencies for Hydrogen Production  
**Attachments:** HY-M000100 - Design Criteria Rev.1.pdf

**From:** Hackey, John [mailto:John.Hackey@duke-energy.com]  
**Sent:** Wednesday, July 19, 2023 13:05  
**To:** D'Alessandro, Patricia M <Patricia.D'Alessandro@duke-energy.com>; Cooper, Kristen <Kristen.Cooper@duke-energy.com>  
**Cc:** Hoeflich, Peter C <Peter.Hoeflich@duke-energy.com>; Steven Bapp <SBapp@DeBary.org>; Pompee, Clift <Clift.Pompee@duke-energy.com>  
**Subject:** RE: [EXTERNAL] RE: Regulatory agencies for Hydrogen Production

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Patricia,  
Below I have added our engineering firms, agencies and codes/regulations.

Hydrogen Production Design Engineer: Sargent and Lundy (see attached design criteria and below for specific codes)

Turbine Design Engineer: General Electric

Air Quality: Regulated by FDEP and EPA for our Title V Air Permit. C.E.M. Solutions system process data for these agencies. There are 3 annual inspections required. Quarterly to FDEP, Semi-annually to FDEP and EPA, and Annually to the FDEP and EPA

America Electric Gas Insurance Services (AEGIS): They are reviewing our detail designs and ensuring we are following best practices for hydrogen use.

Department of Treasury: (see Bill IJJA) defines the criteria for what is green hydrogen.

The latest version of the following industry codes and guidelines will be used on a program wide basis for the project efforts unless otherwise indicated or required by the Adopted Building Code.

### 3.1.1 ACI – American Concrete Institute

(1) ACI 318-14 – Building Code Requirements for Structural Concrete and Commentary

### 3.1.2 AISC – American Institute of Steel Construction

(1) AISC 360-16 - Manual of Steel Construction, Allowable Stress Design (ASD) – 15th Edition

### 3.1.3 ANSI – American National Standards Institute

### 3.1.4 API – American Petroleum Institute

(1) API 520 – Sizing, Selection, and Installation of Pressure-relieving Devices, Part II—Installation

(2) API 521 – Pressure-Relieving and Depressurizing Systems

### 3.1.5 ASCE – American Society of Civil Engineers

(1) ASCE 7-16 – Minimum Design Loads for Buildings and Other Structures

### 3.1.6 ASME – American Society of Mechanical Engineers

(1) ASME B16.34 – Valves - Flanged, Threaded, and Welding End

(2) ASME B31.1 – Power Piping Code

(3) ASME B31.3 – Process Piping

(4) ASME B31.12 – Hydrogen Piping and Pipelines

(5) ASME Boiler and Pressure Vessel Code Section VIII Division 1 – Rules for Construction of Pressure Vessels

- (6) ASME Boiler and Pressure Vessel Code Section VIII Division 3 – Alternative Rules for Construction of High-Pressure Vessels
- 3.1.7 ASTM – American Society for Testing and Materials: By Standard Specification, Test Method, Practice or Guide specified
- 3.1.8 AWS – American Welding Society
- 3.1.9 AWWA – American Water Works Association
- 3.1.10 CGA – Compressed Gas Association
  - (1) CGA G-4.1 – Cleaning of Equipment for Oxygen Service
  - (2) CGA G-5 – Hydrogen
  - (3) CGA G-5.4 – Standard for Hydrogen Piping Systems at User Locations
  - (4) CGA G-5.5 – Standard for Hydrogen Vent Systems
  - (5) CGA P-8.7 – Safe Location of Oxygen and Inert Gas Vents
- 3.1.11 CRSI – Concrete Reinforcing Steel Institute
- 3.1.12 DOT – Department of Transportation
- 3.1.13 IEEE – Institute of Electrical and Electronics Engineers
- 3.1.14 ISO – International Organization for Standardization
- 3.1.15 ISA – International Society of Automation
- 3.1.16 NEMA – National Electrical Manufacturers Association
- 3.1.17 NFPA – National Fire Protection Association Including:
  - (1) NFPA 2 (2016) – National Hydrogen Technologies Code
  - (2) NFPA 54 (2018) – National Fuel Gas Code
  - (3) NFPA 55 (2016) – National Compressed Gases and Cryogenic Fluids Code
  - NFPA 56 (2017) – Standard for Fire and Explosion Prevention During Cleaning and Purging of
  - (4) Flammable Gas Piping Systems
  - (5) NFPA 70 (2017) – National Electric Code
  - (6) NFPA 497 – Recommended Practice for the Classification of Flammable Liquids, Gases, or Vapors and of Hazardous (Classified) Locations for Electrical Installations in Chemical Process Areas
  - (7) NFPA 850 – Recommended Practice for Fire Protection for Electric Generating Plants and High Voltage Direct Current Converter Stations
- 3.1.18 OSHA – Occupational Safety & Health Administration 29 CFR Part 1910 Occupational Safety & Health Standards
- 3.1.19 UL – Underwriters Laboratories
- 3.1.20 Local Model Codes and Standards:
  - (1) FBC – Florida Building Code (7th Edition, 2020)
  - (2) FFPC – Florida Fire Prevention Code (7th Edition, 2020)
  - (3) IBC – International Building Code
  - (4) IFC – International Fire Code
  - (5) IMC – International Mechanical Code
  - (6) IFGC – International Fuel Gas Code
  - (7) UPC - Uniform Plumbing Code
  - (8) Florida Department of Transportation Standard Specifications
  - (9) Florida Department of Environmental Protection
  - (10) Volusia County Stormwater Management Standards
  - (11) St. John’s River Water Management District Requirements
  - (12) Florida Erosion and Sediment Control Manual

Thank You,  
 Johnny Hackey  
 352-257-1846

**From:** D'Alessandro, Patricia M <Patricia.D'Alessandro@duke-energy.com>  
**Sent:** Wednesday, July 19, 2023 12:15 PM  
**To:** Hackey, John <John.Hackey@duke-energy.com>; Cooper, Kristen <Kristen.Cooper@duke-energy.com>  
**Subject:** FW: [EXTERNAL] RE: Regulatory agencies for Hydrogen Production  
**Importance:** High

Just received this from city of DeBary. Please respond to me with the agencies that will oversee our hydrogen pilot

**From:** Steven Bapp <SBapp@DeBary.org>  
**Sent:** Wednesday, July 19, 2023 12:12 PM  
**To:** Zwolak, Richard -wsp <richard.zwolak@wsp.com>; D'Alessandro, Patricia M <Patricia.D'Alessandro@duke-energy.com>  
**Cc:** Joseph Barker <JBarker@DeBary.org>  
**Subject:** [EXTERNAL] RE: Regulatory agencies for Hydrogen Production

**\*\*\* CAUTION! EXTERNAL SENDER \*\*\* STOP. ASSESS. VERIFY!!** Were you expecting this email? Are grammar and spelling correct? Does the content make sense? Can you verify the sender? If suspicious report it, then do not click links, open attachments or enter your ID or password.

Here is what I found thus far, is there any other agencies?

As a result of the structure of the US legal system, the regulation of hydrogen and the relevant regulatory bodies differ state by state. On a federal level however, there are some relevant regulatory bodies, with those most significantly and extensively in a position to influence the development of the hydrogen industry and infrastructure being:

- The **Department of Energy** is a cabinet-level department of the US Government led by the US Secretary of Energy which focuses on policies regarding energy and safety in handling nuclear material.
- The **Federal Energy Regulatory Commission ("FERC")** is the US federal agency that regulates the transmission and wholesale trading of electricity and natural gas, and also regulates the transportation of oil by pipeline. Pursuant to the Natural Gas Act, FERC regulates the siting, construction, and operation of interstate natural gas pipelines and storage, as well as the rates and terms of service that these pipelines offer. The FERC has not used this jurisdiction to regulate exclusively hydrogen pipelines, and may not have the ability to do so under existing statute, but could potentially regulate the transportation of hydrogen if transported in a blended stream with natural gas. With the legislation at present, an Act of Congress will be required to ensure that hydrogen is within the scope of the FERC. Further, such an Act could accordingly separate infrastructure development responsibilities between the FERC and the Department of Transport through the Pipeline and Hazardous Materials Safety Administration.
- The **Occupational Safety and Health Administration ("OSHA")** creates the Occupational Health and Safety Standards, including for compressed gases and hydrogen. Title 29 of the C.F.R. Subpart H, as created by OSHA, covers the installation of hydrogen systems. Consequently, this regulates a wide variety of aspects of hydrogen, including location, containers and piping characteristics, safety relief devices, equipment assembly, marking, and testing.
- The **United States Environmental Protection Agency ("EPA")** regulates substances that could impact human health and the environment, which includes hydrogen. Importantly, it is interesting to note that in the EPA's regulation of hydrogen, hydrogen itself was not necessarily the focal point of the regulatory process. As such, it has been suggested that with the growth of hydrogen the EPA will likely need to revisit this regulatory approach.<sup>49</sup>
- The **Pipeline and Hazardous Materials Safety Administration ("PHMSA")** is centered around creating national policy, conducting research, and setting and enforcing industry standards, taken together with the intention of protecting human health and the environment through promoting the safe transportation of energy and other hazardous materials. As of December 2020, it regulated approximately 700 miles of hydrogen pipelines. As with the EPA, it can be considered that, given the primary focus of the regulations is not specifically hydrogen, certain

aspects of hydrogen itself are not fully contemplated in some parts of the existing regulations' design requirements.

Steven E. Bapp, AICP  
Growth Management Director  
City of DeBary, Florida  
386-601-0203

[sbapp@debary.org](mailto:sbapp@debary.org)



§§ PUBLIC RECORDS NOTICE: The City of DeBary is governed by the State of Florida public records law. This means that the information we receive online including your e-mail address might be disclosed to any person making a public records request. If you have any question about the Florida public records law refer to Chapter 119 Florida Statutes. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. §§

**From:** Steven Bapp  
**Sent:** Wednesday, July 19, 2023 11:46  
**To:** 'Zwolak, Richard' <[richard.zwolak@wsp.com](mailto:richard.zwolak@wsp.com)>; D'Alessandro, Patricia M <[Patricia.D'Alessandro@duke-energy.com](mailto:Patricia.D'Alessandro@duke-energy.com)>  
**Cc:** Joseph Barker <[JBarker@DeBary.org](mailto:JBarker@DeBary.org)>  
**Subject:** Regulatory agencies for Hydrogen Production

Richard and Patty

The question is arising "what regulatory agencies monitor green hydrogen production"? or, what agencies will be conducting safety etc inspections of the Duke site?

Steven E. Bapp, AICP  
Growth Management Director  
City of DeBary, Florida  
386-601-0203

[sbapp@debary.org](mailto:sbapp@debary.org)



§§ PUBLIC RECORDS NOTICE: The City of DeBary is governed by the State of Florida public records law. This means that the information we receive online including your e-mail address might be disclosed to any person making a public records request. If you have any question about the Florida public records law refer to Chapter 119 Florida Statutes. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. §§

§ Under Florida law, E-mail addresses are public records. If you do not want your E-mail address released in response to a public records request, do not send electronic mail to the City of DeBary. Instead, contact this office by phone or in writing. §



**DeBary Power Plant  
Vision Florida - Hydrogen Production and Storage Project - Phase 2  
Project Design Criteria  
HY-M000100**

Prepared for:  
Duke Energy

Project No. 14621-085  
June 2nd, 2023  
Revision 1  
For Use

The logo for Sargent & Lundy, featuring a stylized, three-dimensional 'S' shape composed of two curved, overlapping bands. To the right of this symbol, the words 'Sargent & Lundy' are written in a bold, sans-serif font.

**Sargent & Lundy**

55 East Monroe Street  
Chicago, IL 60603-5780 USA



Vision Florida Hydrogen Project  
 Project No. A14621.085  
 Design Criteria

Sargent & Lundy



HY-M000100  
 For Use, Rev. 1  
 Date: 6-02-2023

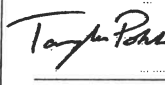

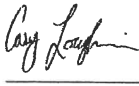
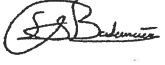
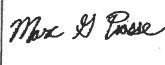



ISSUE SUMMARY PAGE

**PROJECT DESIGN CRITERIA**

**FOR  
 VISION FLORIDA HYDROGEN PROJECT  
 AT THE  
 DEBARY POWER PLANT**

**DUKE ENERGY**

REVISION	ISSUE PURPOSE	ISSUE DATE	SECTIONS AFFECTED
1	For Use	6/02/2023	ALL

REVISION	PREPARED	REVIEWED	APPROVED
1	<b>Electrical</b>  Digitally signed by Taylor Pokraka Date: 2023.06.02 10:04:48-05'00' T. Pokraka	<b>Electrical</b>  Digitally signed by Shadi Yousef Date: 2023.06.02 13:27:35-05'00' S. Yousef	 Digitally signed by Casey Loughrin DN: cn=Casey, o=Sargent & Lundy, c=US Digitally signed by Casey Loughrin Date: 2023.06.02 13:52:21-05'00' C. Loughrin
	<b>Instrumentation &amp; Controls</b> Mila Sebesta Digitally signed by Mila Sebesta Date: 2023.06.02 10:08:15-05'00' M. Sebesta	<b>Instrumentation &amp; Controls</b> Mila Sebesta Digitally signed by Mila Sebesta Date: 2023.06.02 11:44:35-05'00' M. Sebesta signing for D. Zilly	
	<b>Mechanical</b>  Ethan Bredemeier 2023.06.02 08:52:49 -06'00' E. Bredemeier	<b>Mechanical</b>  Digitally signed by Marc G Prasse Date: 2023.06.02 10:51:16 -05'00' M. Prasse	
	<b>Civil</b> Cooper Galuza Digitally signed by Cooper Galuza Date: 2023.06.02 08:09:03-05'00' C. Galuza	<b>Civil</b>  2023.06.02 10:55:48-05'00' J. Perry	
	<b>Structural</b>  Digitally signed by Christie-Hai T. Ainge Date: 2023.06.02 11:22:54 -05'00' C. Ainge	<b>Structural</b>  Digitally signed by Elizabeth H. LaMere Date: 2023.06.02 10:46:49-05'00' E. LaMere	



Vison Florida Hydrogen Project  
 Project No. A14621.085  
 Design Criteria



HY-M000100  
 For Use, Rev. 1  
 Date: 6-02-2023

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## 1.0. INTRODUCTION

The Vision Florida Hydrogen Project is located at DeBary Power Plant Station in DeBary, Florida. The plant consists of 10 units with Combustion Turbine (CT) units 1-6 burning exclusively fuel oil and units 7-10 capable of burning natural gas or fuel oil. Also located at the DeBary Power Plant is 74.5 MW of solar photovoltaic (PV) power generation. The Vision Florida Hydrogen Project focuses on Unit 7 where a General Electric (GE) 7EA.03 dual-fueled combustion turbine (natural gas and fuel oil) will be retrofit and modified to enable the blending of hydrogen and natural gas during gas firing. With the turbine modifications, the blending skid, and new hydrogen production and storage equipment, Unit 7 will be capable of cofiring natural gas and hydrogen for fuel blends from 25-90% hydrogen by volume and firing on 100% hydrogen. There is the possibility of expanding these capabilities to enable the other dual-fueled combustion units (8-10) in the future.

### 1.1 Hydrogen Production and Storage Overview

The proposed improvements being considered as part of this project include the following major pieces of equipment/systems:

1. 2 x 1 MW Plug hydrogen electrolyzer (PEM) systems that will utilize power from the existing solar field or grid supplied power. Electrolyzer system will include all necessary auxiliary systems, such as: air coolers, instrument air systems, hydrogen purification / dryers, chillers, water treatment, electrical equipment, and more
2. Combustion turbine (CT) modifications required to accommodate hydrogen firing from 0-100% by volume (by GE)
3. Hydrogen compressor, including a cooling system with a fin fan heat exchanger (air-cooler) and closed cooling water pump(s)
4. High-pressure hydrogen gas tube racks for storage
5. Hydrogen pressure control valves
6. Natural gas and hydrogen blending skid (by GE)
7. Nitrogen bottle racks in hydrogen area with regulator valves
8. Nitrogen generator and booster compressor in Water Treatment Building supplying nitrogen to a receiver that feeds the blending skid and CT area purge connections.
9. Instrument air compressors and dryers in Water Treatment Building supplying air to both air receivers in hydrogen island and CT area as well as the nitrogen generator
10. Prefabricated power distribution center (PDC)
11. Pad-mount 34.5kV-480V auxiliary transformers
12. 480V 600A Motor Control Center
13. 4-Way disconnect switch
14. Demineralized water pumps with VFDs
15. Low-pressure hydrogen buffer vessel
16. Temporary hydrogen truck supply connections (HOLD)
17. GE Mark VIe DCS Turbine Control System
18. Emerson Ovation DCS (New controller 02/52 and modified 07/57)

**HOLD:**

**Source of hydrogen for commissioning and equipment required being finalized.**



**2.0. SITE DATA**

**2.1 Location**

The DeBary Power Plant Station is located in Volusia County, Florida. The address is 176 W Highbanks Rd, DeBary, FL 32713. The plant is located at approximately 28°53'25.85" N (28.890514) Latitude and 81°19'54.77" W (-81.331881) Longitude.

**2.2 Site Specific Data**

**2.2.1 Ambient Conditions**

The closest and most representative meteorological station with published climate statistics is Orlando Sanford International Airport in Sanford, Florida (ASHRAE Handbook 2021 WMO: 722057). Orlando Sanford International Airport is located approximately 15 miles southeast of DeBary station.

**Table 2-1: Ambient Temperature Conditions**

Ambient Temperatures	Dry Bulb	Wet Bulb	Unit	Remarks
Maximum	101.8	83.5	°F	50yr Max DB Extreme Max WB
Minimum	22.3	18.5	°F	50yr Min
Design High Temperature	94.4	75.9	°F	0.4% Cooling DB/MCWB
Design Low Temperature	37.2		°F	99.6% Heating DB

**2.2.2 Design Rainfall**

**Table 2-2: Design Rainfall Conditions**

Rainfall depths (in) [Reference (1)]			
Storm Return Period			
Rainfall Duration	25-year	50-year	100-year
5-minute	0.849	0.928	1.00
15-minute	1.52	1.66	1.79
30-minute	2.47	2.70	2.91
60-minute	3.37	3.70	4.02
6-hour	5.61	6.37	7.16
24-hour	7.87	9.29	10.9

(1) National Oceanic and Atmospheric Administration (NOAA), 2016: Hydrometeorological Design Studies Center Precipitation Frequency data server. NOAA Atlas 14, Volume 9, Version 2. DeBary, FL. Latitude: 28.8976°, Longitude: -81.3352°. Accessed October 27, 2022.



2.2.3 Electrical Data

**Table 2-3: Electrical Power Supplies Available (Nominal Value)**

34,500 VAC, 3-phase, 60Hz Electrolyzer Input Power
480 VAC, 3-phase, 60Hz Motor size 0.5 to 250 hp and all Reversing Starters
120 VAC, 1-phase, 60 Hz Motor size < 0.5 hp
120/208 VAC, 3-phase, 60 Hz, UPS Source

2.3 **General Unit 7 Information**

The DeBary Power Plant Station Unit 7 is equipped with a General Electric (GE) 7EA.03 Combustion Turbine that generates approximately 93 MW in the winter and 74 MW in the summer on natural gas. This information is listed below in Table 4-6.

2.4 **Solar Plant Information**

The DeBary solar plant was installed in 2020 and generates approximately 74.5 MW with 300,000 panels.



### 3.0. GOVERNING CODES & PLANT NUMBERING SYSTEM

#### 3.1 **Governing Codes**

The latest version of the following industry codes and guidelines will be used on a program wide basis for the project efforts unless otherwise indicated or required by the Adopted Building Code.

- 3.1.1 ACI – American Concrete Institute
  - (1) ACI 318-14 – Building Code Requirements for Structural Concrete and Commentary
- 3.1.2 AISC – American Institute of Steel Construction
  - (1) AISC 360-16 - Manual of Steel Construction, Allowable Stress Design (ASD) – 15th Edition
- 3.1.3 ANSI – American National Standards Institute
- 3.1.4 API – American Petroleum Institute
  - (1) API 520 – Sizing, Selection, and Installation of Pressure-relieving Devices, Part II—Installation
  - (2) API 521 – Pressure-Relieving and Depressurizing Systems
- 3.1.5 ASCE – American Society of Civil Engineers
  - (1) ASCE 7-16 – Minimum Design Loads for Buildings and Other Structures
- 3.1.6 ASME – American Society of Mechanical Engineers
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  - (2) ASME B31.1 – Power Piping Code
  - (3) ASME B31.3 – Process Piping
  - (4) ASME B31.12 – Hydrogen Piping and Pipelines
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  - (4) CGA G-5.5 – Standard for Hydrogen Vent Systems
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- 3.1.15 ISA – International Society of Automation
- 3.1.16 NEMA – Neational Electrical Manufacturers Association
- 3.1.17 NFPA – National Fire Protection Association Including:
  - (1) NFPA 2 (2016) – National Hydrogen Technologies Code
  - (2) NFPA 54 (2018) – National Fuel Gas Code
  - (3) NFPA 55 (2016) – National Compressed Gases and Cryogenic Fluids Code



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- (4) NFPA 56 (2017) – Standard for Fire and Explosion Prevention During Cleaning and Purging of Flammable Gas Piping Systems
  - (5) NFPA 70 (2017) – National Electric Code
  - (6) NFPA 497 – Recommended Practice for the Classification of Flammable Liquids, Gases, or Vapors and of Hazardous (Classified) Locations for Electrical Installations in Chemical Process Areas
  - (7) NFPA 850 – Recommended Practice for Fire Protection for Electric Generating Plants and High Voltage Direct Current Converter Stations
- 3.1.18 OSHA – Occupational Safety & Health Administration 29 CFR Part 1910 Occupational Safety & Health Standards
- 3.1.19 UL – Underwriters Laboratories
- 3.1.20 Local Model Codes and Standards:
- (1) FBC – Florida Building Code (7<sup>th</sup> Edition, 2020)
  - (2) FFPC – Florida Fire Prevention Code (7<sup>th</sup> Edition, 2020)
  - (3) IBC – International Building Code
  - (4) IFC – International Fire Code
  - (5) IMC – International Mechanical Code
  - (6) IFGC – International Fuel Gas Code
  - (7) UPC - Uniform Plumbing Code
  - (8) Florida Department of Transportation Standard Specifications
  - (9) Florida Department of Environmental Protection
  - (10) Volusia County Stormwater Management Standards
  - (11) St. John’s River Water Management District Requirements
  - (12) Florida Erosion and Sediment Control Manual

### 3.2 Plant Numbering System

S&L will follow the current DeBary tagging and numbering system. Duke has provided mechanical numbering in Attachment 1.

Both English and SI units and language shall be used for all documents.



**4.0. GENERAL HYDROGEN PRODUCTION AND STORAGE DESIGN DATA**

The Vision Florida Project will be based upon the conceptual design assumptions summarized below.

**4.1 General**

The new PEM hydrogen electrolyzer systems will be 2 x 1 MW in size. Table 4-1 details the major technical data for the electrolyzer equipment. Table 4-2 details the hydrogen gas analysis produced by this electrolyzer.

**Table 4-1: Hydrogen Electrolyzer Design Parameters**

Parameter	Units	Hydrogen Value	Source/ Notes
Quantity	-	2	Plug Proposal
Size	MW	1	
Turndown ratio	%	10 to 100	
Ramp time up – min to max	s	30	
Cold startup time	s	300	
Nitrogen pressure requirements (min /max)	barg. (psig)	68.9 / 207 (1,000 / 3,000)	Plug PFD
Expected stack life	hrs.	80,000	Plug Proposal
Stack technology	-	PEM water electrolysis	

**Table 4-2: DeBary Hydrogen Gas Fuel Analyses**

Parameter	Units	Hydrogen Value	Source/ Notes
Maximum net production rate (per electrolyzer)	kg/hr (lbm/hr)	19 (41.9)	Plug PFD
Delivery pressure – nominal	psig	580	
Product quality	-	> 99.999% H2 (<5ppm H2O, <5ppm O2)	
System efficiency at full output at ISO standard day conditions	-	75%	Plug Proposal
Nominal electricity consumption (stack level/plant level)	kWh/kg	53.6 / 58.8	
Hydrogen outlet temperature	°F	73-86	Plug PFD

**4.2 Demineralized Water**

Demineralized water will be required for the electrolyzer system. As is typical for megawatt-scale containerized electrolyzers, water treatment systems are contained within the electrolyzer packages. Plug only requires potable water quality as input, however for this project we are able to tie into the existing DeBary demin water tank to provide higher quality water to the electrolyzers. Demineralized water is also required for the combustion turbine to mitigate thermal nitrogen oxide (NOx) formation from the burning of both fuel gas and hydrogen. Based on GE’s calculations based on load profile, the maximum injection flow that is required is 130 gpm – to target 42 ppmvd NOx – when firing at 90% hydrogen blends on the coldest day. The existing NOx Injection Pumps are rated for 160 gpm at 690 psig developed head which



provides ample flow to account for the different blends of hydrogen and fuel gas while limiting 42ppmvd NOx in the turbine exhaust.

Table 4-3 details the existing DeBary demineralized water analysis and the requirements for the new electrolysis equipment. General Electric provide NOx injection flowrate requirement changes.

**Table 4-3: DeBary Demineralized Water**

Variable	Unit	Requirement	Source/ Notes
Electrolyzer (per system)			Plug PFD
Consumption rate at rated production	GPM	3 – 7 (intermittent)	
Pressure range	Barg (psig)	3.45 - 6.9 (50 – 100)	
Temperature range	°C (°F)	13-30 (55-86)	
Maximum flowrate by fuel to target 42ppmvd NOx			
90% Hydrogen 10% Fuel Gas	GPM	129	GE: MLI 0314
100% Fuel Gas	GPM	113	GE: MLI 0314
100% Liquid Fuel (Fuel Oil)	GPM	117	GE: MLI 0314

**4.3 Instrument Air**

The two (2) electrolyzers each contain their own instrument air equipment designed only to provide instrument air within their skids, therefore, a separate air system is needed for all pneumatic valves and equipment outside electrolyzer vendor scope in the hydrogen area.

A new instrument air system is required to meet the pressure requirements for the GE blending skid. Two (2) Air Compressors (2x100%) will supply one (1) Wet Air Receiver before the air is dried by two (2) new Instrument Air Dryers (2x100%). The dry air will supply the nitrogen generator and system as described in the following section, the two (2) Instrument/Dry Air Receivers – one in the hydrogen island and the other in the CT area – and the existing service air system to supply additional pressure to the unit when sufficient pressure is available to the instrument air users. All three receivers shall be designed, inspected, and tested under ASME Section VIII.

**4.4 Nitrogen**

The nitrogen system will be separated into two systems – a high-purity (99.999%) and low-purity (99.9%). The electrolyzers require high purity nitrogen for purging and to avoid damaging the internal equipment, while the GE blending skid only requires 99.75% or low-purity nitrogen. The nitrogen required during hydrogen firing is sufficient enough to warrant a low-purity nitrogen generator instead of bottle racks. The instrument air dryers will supply dry air to a PSA (pressure swing adsorption) nitrogen generator, sized with margin to meet the leak by consumption of nitrogen during hydrogen firing. The generator supplies the low-purity nitrogen to a compressor, which increases the pressure to 2,000 psig. The high-pressure nitrogen is forwarded to the nitrogen receiver – designed, inspected, and tested under ASME Section VIII. The receiver tank contains sufficient usable nitrogen for two (2) emergency purges and two (2) starts on hydrogen for the blending skid. Downstream of the nitrogen receiver, there are two pressure regulating



valves in parallel with setpoints of 480 psig and 490 psig. The smaller capacity regulator with the higher setpoint is used for continuous leakage consumption when hydrogen is utilized in the turbine. The larger capacity regulator with the lower setpoint is used in tandem with the smaller capacity regulator for transient high flow demand periods during hydrogen starts and purging in an emergency case. The low-purity nitrogen is also capable of purging the piping for maintenance purposes in the CT area. GE requires a minimum of 410 psig and a maximum of 435 psig of Nitrogen at the skid boundary in order to purge the system. Under normal operation the flowrate of nitrogen required is 0.014 lbm/sec (11.4 SCFM) for block valve leakage. During a purge sequence the flowrate of Nitrogen required is 1.2 lbm/sec (975 SCFM). Prior to hydrogen start, the total mass required is 24.4 lbm of nitrogen. During a combustion turbine trip, the mass of nitrogen required is 87.2 lbm.

The other nitrogen system, divorced from the GE blending skid system, utilizes high-purity nitrogen bottle racks instead of a nitrogen generator. The bottle racks will be installed in the hydrogen production area only. Each bottle rack will supply inert gas to the equipment in the hydrogen island or piping that may contain hydrogen gas and will need purging for maintenance. Each pack will contain 8 nitrogen bottles.

There are two types of purge events – operational purging and maintenance purging. The electrolyzers and blending skid will both be directly connected to the nitrogen system to enable operational purging. Maintenance purging enables hydrogen to be safely removed from piping sections in order to perform maintenance on equipment or piping. Typical consumption of nitrogen is listed as 38 SCF per purge per electrolyzer – resulting in 76 SCF per purge for the two electrolyzer systems. The flowrate of nitrogen will range between 3-8.5 SCFM. The total volume of all hydrogen piping is approximately 325 cubic feet. The hydrogen storage’s water volume is 6,328 cubic feet. Total weekly consumption will vary on use profile and the need for maintenance.

#### 4.5 Expected Hydrogen Production Operation

Table 4-4 includes the expected hydrogen production data following the installation of two (2) 1 MW Plug PEM Electrolyzer systems.

**Table 4-4, Expected Hydrogen Production Operation**

Variable	Units	Design	Source/ Notes
Hydrogen production	kg/hr (lbm/hr)	2 x 19: 38 total (2 x 41.9: 83.8 total)	Plug PFD  DWG: 0000031573 SH1
Quality of Hydrogen	-	99.999%	
Outlet Pressure of Hydrogen	barg (psig)	30-40 (435-580)*	
Life Expectancy (Stack)	hrs	80,000	
Design Basis	-	ISO 22734 & NFPA 2	
* 580 psig is the normal operating pressure.			





**4.6 Expected Hydrogen Storage Operation**

Table 4-5 includes the expected hydrogen storage data following the plant retrofit.

**Table 4-5, Expected Hydrogen Production Operation**

Variable	Units	Normal Operating	Design
Usable capacity	kg (lbm)	-	2,493 (5,496)
Total capacity	kg (lbm)	-	2,855 (6,295)
Storage pressure	psig	3,600	4,000

**4.7 Expected Unit 7 Combustion Turbine Power Output and Heat Input**

Table 4-6 includes the expected power output and heat input at full load for the Combustion Turbine for Summer and Winter cases following the plant retrofit.

**Table 4-6, Expected Unit 7 Combustion Turbine Power Output and Heat Input (at Full Load)**

Variable	Units	Summer	Winter	Source/ Notes
Power Output	MW	74	93	Per GE
Heat Input	MMBTU/hr	939	1,132	Per GE

**4.8 Redundancy**

The facility is currently envisioned with typical pilot plant features with limited redundancy, although S&L recommends that some consideration be given for potential N+1 redundancy in the auxiliary support systems that are essential to the main process, given that these are typically very low-cost items.

On the following page in Table 4-7, 100% indicates the quantity needed for the Plant.



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**Table 4-7, Plant Redundancy**

<b>Equipment and System</b>	<b>Redundancy</b>
Electrolyzer System and Auxiliaries	2 x 50%
Hydrogen Low Pressure Buffer Vessel	1 x 100%
Hydrogen Compressor	1 x 100%
Hydrogen Storage Tube Racks (66 tubes total)	1 x 100%
Demineralized Water Pumps	2 x 100%
Fin-Fan Heat Exchangers	1 x 100%
Compressor Lube Oil Auxiliary Rotating Equipment	2 x 100%
Instrument Air Compressors	2 x 100%
Instrument Air Dryers	2 x 100%
Instrument/Dry Air Receiver (Unit 7)	1 x 100%
Instrument/Dry Air Receiver (HPSS)	1 x 100%
Nitrogen Generator	1 x 100%
Nitrogen Compressor	1 x 100%
Prefabricated Power Distribution Center	1 x 100%
Pad-mount 34.5kV-480V auxiliary transformer	1 x 100%
Pad-mount 34.5kV-480V electrolyzer transformers	2 x 50%
480V 600A Motor Control Center	1 x 100%



**5.0. MECHANICAL DESIGN BASIS**

The Vision Florida Project study will be based upon the conceptual design assumptions summarized below.

**5.1 Hydrogen Electrolyzers**

The demin water pumps will supply the PEM electrolyzer systems for hydrogen production. Within the electrolyzer stacks, a voltage is applied across the membranes that will split the demin water into gaseous hydrogen and gaseous oxygen. The gaseous oxygen produced by the system will be vented directly to the atmosphere at a safe location above the electrolyzer system and outdoors. The result will be a gaseous hydrogen product >99.999% purity at 40 barg (580 psig). Table 4-1 above outlines the electrolyzer design parameters provided by the vendor. The electrolyzer systems requires instrument air to operate, and nitrogen for purging. The instrument air for the systems will be supplied in the Plug containers.

**5.2 Hydrogen Compressor**

The electrolyzers will discharge hydrogen gas to the Low-Pressure Hydrogen Buffer Vessel – designed, inspected, and tested under ASME Section VIII – to act as a means of minimizing surges and transients to the Hydrogen Compressor suction. The compressor will be a diaphragm type and driven by a low voltage electric motor. The compressor will further pressurize the hydrogen stream to just above the maximum storage pressure of 3,600 psig accounting for pressure losses. The compressor OEM will provide auxiliary compressor systems, such as lube oil and cooling systems, as needed. Interstage and after cooling, as needed, will be integrated onto the compression skid. Table 5-1 provides more details on the hydrogen compressor.

**Table 5-1, Hydrogen Compressor Design Data**

Parameter	Units	Operating	Design
Suction Pressure	psig	575	640
Suction Temperature	°F	73-115	150
Discharge Pressure	psig	3,600	4,000
Discharge Temperature	°F	<140	150
Flowrate	kg/hr (lbm/hr)	36 (79.4)	38.3 (84.7)
Power Required	HP	75	N/A
Cooling Requirement	kW	By Vendor	N/A

**5.3 Hydrogen Storage System**

The compressor will discharge the compressed hydrogen stream to the high-pressure hydrogen storage system consisting of storage tubes in racks and manifolded together with small bore piping. The storage system design enables future expansion to greater capacities if desired in the future. Pressure transmitters will monitor the pressure in the storage system to ensure safe operation. To supply the hydrogen to the blending skid, the hydrogen will discharge from the storage manifold. The hydrogen will pass through 22 parallel pressure control valves with varying downstream setpoints between 350



psig and 400 psig. Each set of valves associated with a setpoint will operate on the same PID controller. These valves will be globe type and control pressure to three pressure indicating transmitters at the beginning of the 8" header.

The new fixed hydrogen storage system is sized based on providing nearly 2,500 kg (5,525 lbm) of usable storage. At flowrates associated with combustion turbine operation at 100% hydrogen and at full load, the 2,500 kg of usable storage will be depleted in approximately 16 minutes. At the flowrate associated with a 25 vol% hydrogen blend, the hydrogen flow can last nearly 7 hours at 50% combustion turbine load.

After the initial fill, some of the hydrogen becomes trapped based on the minimum system pressure, the total amount of hydrogen stored on site will equal approximately 2,860 kg (6,321 lbm). The hydrogen storage maximum operating pressure of 3,600 psig was chosen over 3,000 psig because the NFPA 2 setbacks are both in the same category of pressure, but the 3,600 psig tubes were more economical for the project and the proportion of usable storage increases with increasing the maximum storage pressure.

The minimum pressure for the storage system of 380 psig is based on the minimum required pressure of 310 psig at the inlet of the blending skid. This includes the added pressure to account for pressure drop across valves and piping between the storage and the blending skid. The hydrogen tubes are 40 ft long and approximately 24 inches in diameter. Each tube holds roughly 717 gallons of water volume. The hydrogen tubes will be made per ASME Section VIII, Division 1 constructed of type I steel tubes. These pressure vessels will undergo inspection and testing per ASME Section VIII. These tubes will be mounted in fixed storage racks. Two racks will contain 18 tubes (3 wide by 6 tall) while the other two racks will contain 15 tubes (3 wide by 5 tall). Every three tubes will be manifolded together. More specifically, there will be 22 manifolds of three tubes due to the NFPA 2 setback restrictions on the internal diameter of the piping and the high flowrates demanded by the blending skid.

**Table 5-2, Hydrogen Storage Design Data**

Variable	Units	Design
Minimum Operating Pressure	psig	380
Maximum Operating Pressure	psig	3,600
Maximum Allowable Working Pressure	psig	4,000
Normal Operating Temperature	°F	Ambient to 140
Design Temperature	°F	200
Total Capacity	kg (lbm)	2,855 (6,295)
Tubes Required	-	66
Footprint (3 columns x 6 rows)	ft	42 x 7 x 13
Usable Capacity	kg (lbm)	2,493 (5,496)
Usable Capacity – Percentage of Total	-	87.6%



#### 5.4 Piping System Design

All piping system design and material selection shall be in accordance with ASME B31.1 and B31.12, as appropriate. Non-standard pipe sizes shall not be used. Carbon steel schedules such as 160 and XXS will be specified for stainless steel piping if 80S is not sufficient for the application. All hydrogen systems will be designed per B31.12 and all other systems will be per B31.1. It may be acceptable for vendors to use B31.3 for hydrogen piping and shall be evaluated on a case by case basis. Design conditions (temperature, pressure, flow, etc.) for system modifications shall match the existing system design conditions. Different piping materials will be utilized for the different systems present. Table 5-3 presents the materials to be selected based on the system.

**Table 5-3: Materials by System and Pressure Testing**

Piping System	Above Grade	Below Grade	Testing
Demin Water	316 SS	HDPE	Hydrostatic
Hydrogen	316/316L SS	N/A	Hydrostatic
Fuel Gas	304 SS	N/A	Hydrostatic
Instrument Air	304/304L SS	N/A	In-service
Nitrogen	A106 CS	N/A	Hydrostatic
Waste Water	A106 CS	HDPE	In-service
Storm Water	N/A	HDPE/PVC	In-service

Piping, pipe supports, and pipe accessories will be designed to resist project-specific loads, current building code-specified loads, and loads from the applicable codes and standards in accordance with ASME B31.1, ASME B31.12, ANSI MSS SP-58 (Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation), and ANSI MSS SP-69 (Pipe Hangers and Supports - Selection and Application). Pipe support hangers, fittings, clamps, etc. shall be galvanized. All auxiliary steel used in pipe supports shall be painted to match the in place structural support steel. Existing pipe supports and auxiliary steel shall be reused to the extent possible.

All piping 2” NPS and smaller shall be field routed and supported by installing Contractor, unless the piping is used for hydrogen service – all hydrogen piping will be designed and routed per isometrics. Field routed piping shall not be routed through walkways or equipment removal aisles. All 2” piping and below will be socket weld construction with larger piping being butt welded with flanges at valves and equipment where needed – with the exception of hydrogen piping. Hydrogen piping will be welded construction where possible to minimize leak points. Mechanical connections will be utilized for hydrogen only when required for equipment, valves, and other piping components. A walkdown shall occur with the installation contractor for small, field-routed piping.

Relief systems will be provided for all systems, as required. All relief systems will comply with ASME Section VIII code and be routed to an appropriate location. All isolation or vent valves in hydrogen system will include double block and bleed isolation. The preferred manufacturers for PSVs are Dresser Consolidated, Kunkel, and Anderson Greenwood.

Piping is sized to reduce the amount of material to be procured, meeting the noise requirements outlined in section 5.6, and limiting the velocities based on the various process flow rates, and minimize NFPA



2 setbacks for hydrogen piping. The piping will be sized to remain below the maximum velocities for the different systems below:

- Liquid Systems
  - Water
    - Under 2”
      - Pump Suction – 3 fps maximum
      - Pump Discharge – 6 fps maximum
    - 2” – 6”
      - Pump Suction – 5 fps maximum
      - Pump Discharge – 10 fps maximum
  - Gravity Drains – 4 fps
- Gaseous Systems
  - Hydrogen – variable based on B31.12 erosional velocities and engineering best practices applying a 75% factor to the B31.12 equation.
  - Air – 4,000 fpm
  - Nitrogen – 4,000 fpm
  - Oxygen (vents only) – 8,000 fpm

### 5.5 Freeze Protection

Freeze protection (heat tracing) is included in the system design based on the low design temperature from ASHRAE of 22.3 °F. Insulation will be provided for the aboveground water piping and drains to prevent freezing at minimum ambient temperatures. Instruments for water service will need freeze protections since the sensing lines are static (no flow). As no exposed piping is expected to operate above 140 °F, no personnel protection insulation is expected to be necessary for the system. The insulation material will be 850 °F Mineral Fiber ASTM C547-15 Type I with a Jacketing material of Aluminum (Dull) [Gauge 26 B&S].

### 5.6 Noise

All equipment will be specified to meet the noise requirements of less than 85 dB, A-weighted, at 3 ft.

### 5.7 Fire Protection & Gas Detection

The existing DeBary site has an existing fire protection system equipped with firewater loops and hydrants around the former fuel oil tank where the new hydrogen equipment will be located. This project will utilize this stretch of firewater piping and hydrants to cover the new hydrogen production, compression, and storage equipment, as required. Additional fire protection systems are not envisioned as a part of this project but will be evaluated. Modifications to the existing Unit 7 fire protection systems will need to be evaluated by GE.

Gas detection and / or flame detection systems will be installed in any new enclosures where hydrogen might be present such as the electrolyzer containers and the blending skid enclosure. The gas and / or flame detectors will be tied to the Emergency Shutdown System (ESS) and will be located per NFPA guidance. Additional area gas and / or flame detectors for outdoor areas will be evaluated. A fire alarm system consisting of smoke detectors, pull stations, exterior strobes, and interior strobes will be installed in the





new PDC enclosure and tied into the plant's existing fire detection system. The combustion turbine retrofit OEM will be responsible for all fire protection and gas and / or fire detection systems related to the blending skid and the turbine itself.

## **6.0. ELECTRICAL DESIGN BASIS**

### **6.1 Electrical**

The electrical power will be sourced from the solar farm high side 34.5kV collector bus. This 34.5kV collector bus is one of three substation circuits that connects the power from the solar farm to the 34.5kV substation. The power is available whether the solar farm is operating or not by back feeding through the 34.5kV substation when the solar farm is not operating. The new 34.5kV source direct buried feeder cables will be tied into an existing deadbreak junction box. Using a new 4-way disconnect switch the source will be distributed between the two (2) 34.5kV-480V electrolyzer system transformers and the one 34.5kV-480V auxiliary transformer. The auxiliary transformer will feed a 480V motor control center, housed in a PDC, that will distribute power to the electrolyzer auxiliary power users and hydrogen system auxiliaries. A self-contained DC/UPS battery system will be provided in the PDC for emergency and control power needs. The existing water treatment MCC's (CAPC-MCC-001 & CAPC-MCC-002) will distribute power to auxiliary power users located near the existing unit and provide backup power to the UPS system. All electrical equipment and enclosures in the presence of hydrogen will be rated Class I, Division 2, Group B except for a 3 foot radius around venting points which will be classified as Class I, Division 1, Group B. All electrical equipment and enclosures on the blending skid will need to be rated Class I, Division 2, Groups B/C/D. These requirements are per NFPA 70 and 497.

S&L plans to meter power at the main power feed to the 4-Way disconnect switch via a Universal Jemstar II Meter to monitor system performance and system power use.

### **6.2 4-Way Disconnect Switch**

The 4-Way disconnect switch will be used to distribute power at the 34.5kV level.

The disconnect switch will be 4-way with the source fused and the feeders fused rated for 200A, 25kA, and 35kV.

### **6.3 Auxiliary Transformers**

The three transformers will each step down 34.5kV medium voltage power to 480V low voltage power. The one (1) auxiliary transformer will be three -phase, two winding, 60 Hz, AL Windings, outdoor, dry-type, unit substation type 500kVA rated w/ 22kV MCOV surge arrestors on each phase. The two (2) Electrolyzer system transformers will be three -phase, two winding, 60 Hz, AL Windings, outdoor, dry-type, unit substation type 2500kVA rated w/ 22kV MCOV surge arrestors on each phase.

Cable will be used to connect the high side and secondary side of the transformer.



#### 6.4 Motor Control Center

The low voltage MCC will supply auxiliary power to loads greater than 1/2HP and up to and including 250HP. The low voltage MCC will be designed for operation under the following service conditions and ratings: 480V, 600A, 65kA 3-phase 3-wire.

Motor Control Center suitable for indoor service in power generating and distribution facilities will be provided. Each low voltage motor control center will consist of one or more vertical sections, bolted together to form a rigid, free standing assembly. Enclosure type will be NEMA 1 suitable for installation indoors. MCC will be front access only.

Feeder Circuit breakers will be 600V, 60Hz, and 3-pole. Circuit breakers will be molded case, draw-out, thermal magnetic type. Exceptions are circuit breakers to Resistance Welding and heater circuits; they will be 600V, 60Hz, three-pole with instantaneous magnetic-only trip units. For circuits requiring a circuit breaker frame size greater than 250A, an electronic trip unit will be used.

Motor starters for 480V service will include 480V circuit breakers, 480V, 3-phase, 60Hz contactors with manual reset electronic overload relays, 120VAC or 460VAC operating coils and control power transformers. Motor starters will not be smaller than NEMA Size 1. Circuit breakers for motor starters will be 600V, 60Hz, three-pole with instantaneous magnetic only trip units.

- Control transformers will be rated at a minimum of 100VA.
- MCC will be provided with a main circuit breaker for the incoming feeder from the 480V transformer.
- MCC feeders will be manually operated thermal magnetic circuit breakers. For circuits requiring a circuit breaker frame size greater than 250A, an electronic trip unit will be used.
- Contactors for heaters, etc. will not be smaller than NEMA Size 1.
- Minimum bucket size will be minimum 12 inches.
- All feeder circuit and motor starter buckets will be capable of being Locked Out/Tagged Out.

#### 6.5 Low Voltage Distribution

Low voltage distribution transformers are used to step down power from 480V to 120VAC single phase or 480V to 120/208V three phase.

- Insulation system and average winding temperature rise will be Class 185 with 115 C rise.
- Transformer insulation system will be UL rated.
- All insulation materials will be flame-retardant and will not support combustion as defined in ASTM Standard Test Method D635.
- Core and coil assembly will be low loss type with minimum efficiencies per NEMA TP1 when operated at 35% of full load capacity. Efficiency will be tested in accordance with NEMA TP2.
- All transformers will have resin encapsulated, aluminum or copper primary winding and secondary winding. The material choice is open to Onward Energy's preference.
- Low voltage distribution panels are used to distribute 120V single phase or 120/208V three phase power.



- The distribution panels and transformers will be designed to be housed in the MCC. All components of the distribution panel will be mounted on a common frame, completely assembled and factory tested. The distribution panel components will be electrically isolated from the frame.
- The power distribution panel includes the following:
  - Main circuit breaker
  - Feeder circuit breakers
  - Main bus
  - Neutral bus
  - Grounding bus
- Panelboards will have vertically aligned continuous aluminum or copper bus bars. Joints are not permitted in the vertical bus. The material choice is open to Onward Energy's preference.
- Bus bars will have sufficient cross-sectional area to meet UL 67 temperature rise requirements through actual tests.
- Bus bars will be phase-sequenced and rigidly supported by high impact resistant, insulated bus supporting assemblies to prevent vibration or short circuit mechanical damage.
- Split solid neutral bus will be plated and located in main compartment for all incoming neutral cables to be same length. Neutral bus will be rated 100%.
- An isolated ground bus will be included.
- Lugs will be rated for 75°C terminations.
- Circuit Breakers:
  - Main and branch circuit breakers will be bolt-on, fully rated, quick-make, quick break, and trip indicating.
  - All circuit breakers will have thermal and magnetic trip elements in each pole.
  - Circuit breakers with the following minimum interrupting capacities will be provided:
    - 120V applications: 10,000 amperes, RMS symmetrical
    - 240V applications: 10,000 amperes, RMS symmetrical

## 6.6 UPS

The self-contained UPS system will provide uninterruptible power to the control system under emergency loss of AC power conditions. The integral battery rating will be sized such that power will be maintained for a minimum of 2 hours, in the event of loss of AC power.

The UPS system will be backed up from the existing units water treatment MCC (CAPC-MCC-001) via an ATS.

## 6.7 ATS

The ATS will provide a method of switching source power to the UPS system from the PDC MCC to the existing water treatment MCC (CAPC-MCC-001) during a loss of main AC power. The ATS will be indoor rated, 30A, 4-pole, and 480VAC.

## 6.8 Cables

### Medium Voltage Power Cables

- Medium voltage power cables, will be copper and shielded with tape for all applications
- All three conductor medium voltage power cables will include an integral ground conductor(s).



- Single conductor medium voltage power cable circuits will include an insulated ground conductor. Single conductor cable can be triplexed or placed in triad configuration.
- Insulation will be EPR or TR-XLPE, 133% rated for 105 °C conductor temperature. Jackets will be LLDPE or CPE.
- Maximum conductor size will be 750KCMIL for all medium voltage cables.
- The minimum conductor size will be #4/0 AW for all medium voltage cables.

#### Low Voltage Power Cables

- 600V low voltage power cable will have flame retardant EPR or flame retardant XLPE insulation rated for 90°C and the conductors will be copper.
- CPE or LSZH jackets will be provided for single conductor and multi conductor cables.
- All three (3) conductor low voltage power cables will include an integral ground conductor.
- In low voltage variable frequency drive (VFD) applications, VFD rated cable will be used.
- The minimum conductor size will be #12 AWG.

#### Control Cable

- 600V control cable will have flame retardant EPR or flame retardant XLPE insulation rated for 90°C and the conductors will be copper.
- Jackets will be CPE or LSZH.
- The minimum size of control cables will be #14 AWG. Control cable will utilize E-2 (formerly K-2) color coding.

#### Instrumentation and Thermocouple Cable

- 600V instrumentation cable and 300V thermocouple cable jackets will be CPE or LSZH.
- The insulation will be flame retardant EPR or flame retardant XLPE with copper conductors for instrumentation cable, chromel-constantan (Type E), iron-constantan (Type J), or chromel-alumel (Type K) for thermocouple cables, with individual pair/triads shielded, and a tinned #18 AWG copper drain wire, with a minimum twist frequency of 1-1/2 to 2 inches.

The minimum conductor size will be #16 AWG.

## 6.9 Raceway

Low voltage power cables, control cables, and low-level signal instrument cables will be installed in separate raceways. Cables of like levels may be run together in conduits or trays and unlike levels will be run in separate conduits or trays. Power cable will be limited to one cable per conduit. Intermixing of circuit levels is not allowed in the same raceway, except in cable tray with appropriate barriers installed to provide separation. Redundant circuits that are critical, such as DCS fiber communications, will be routed in separate raceways.

All cable trays will be heavy duty type with a minimum load rating of NEMA 20C. The standard cable tray widths for use will be 12", 18", and 24". Minimum cable tray width will be 12". Cable trays will generally be provided where ten or more circuits of the same separation class are routed in the same direction above ground.



Power, control, and instrumentation cable trays will be hot-dipped galvanized after fabrication steel, ladder type, 6 inches deep unless otherwise noted with topmost tray provided with covers, except for cable tray in covered trench. Tray supports will have a maximum spacing of 10 feet depending upon the layout.

Conduits will be used for areas where a tray system is not feasible or economically justifiable. Conduits will also be used for routing cables from the tray system or embedded conduit to the terminal equipment. Conduits will be rigid galvanized steel and will generally be limited to 3/4, 1, 1-1/2, 2, 3, 4, 5, and 6-inch diameters. Intermediate conduit (IMC) and electrical metallic tubing will not be used. Flexible conduits will be of liquid-tight type, with PVC jacket over a galvanized steel, flexible conduit.

#### 6.10 Lighting

For normal operation, the lighting systems provide illumination in all interior and exterior areas. During emergency or abnormal conditions, minimum lighting will be provided for personnel safety and emergency egress. The 120V AC lighting system will be served by lighting transformer in the MCC. All outdoor lighting will be corrosion resistant. The emergency lighting will be from self-contained wall mounted lighting fixtures with battery backup units. All new lighting fixtures will be of 4000K LED type.

The lighting panel will supply power to the 120V convenience receptacle circuits. Convenience receptacles rated 20A, 125 VAC will be limited to five per circuit. Duplex receptacles will be located such that 75-foot extension cords will reach.

All distribution panel breakers will be capable of being Locked Out/Tagged Out. Lighting will be designed with foot candle levels per the IESNA standard recommended lighting levels.

#### 6.11 Grounding

A new grounding system for the hydrogen facility will be installed to include an inter-connection of buried bare copper conductors and ground rods to form a new ground grid for the system. All new structures and equipment will be connected to the ground grid. The grounding ring around equipment foundations will be approximately 3 feet from the foundation edge.

#### 6.12 Lightning Protection

Lightning protection will be provided for structures that are not adequately shielded from direct lightning strikes by other structures. Lightning protection generally will not be required for metallic structures that are not likely to be damaged by a lightning strike, provided the structure is electrically continuous and capable of conducting lightning currents without damage. Lightning protection systems will be designed per NFPA-780 and UL 96A certified.

#### 6.13 Motors

Motors ½ HP and less will be rated 120V, 1-phase, 60Hz. Motors more than ½ HP and up to and including 250 HP will be rated 460V, 3-phase, 60Hz. 120V and 460V motors will have a 1.15 service factor. Motor enclosure type shall be Totally Enclosed Fan Cooled (TEFC), indoors and outdoors or classified as required by the environment. Motors 25 HP and larger will be provided with 240V rated space heaters operated from a 120V power source. All motors shall comply with NEMA MG-1 and have a temperature rise of Class B and Class F insulation.



## 7.0. INSTRUMENTATION AND CONTROLS DESIGN BASIS

GE will provide all the required controls modifications that must be implemented in the turbine control system (TCS) required to cofire hydrogen and replace the existing Ovation control system with Mark VIe control system. New control system will have redundant communication via GSM to existing plant Ovation DCS. Additional instrumentation and analyzers may be required on the fuel delivery system at the discretion of GE. GE will also be required to evaluate the impacts to existing instruments located within the turbine enclosure to ensure conformance with any NFPA hazardous area classification changes due to the new fuel blends. Other impacts in the turbine area may include ventilation changes, gas and flame detector modifications, and fire protection system modifications.

The plant Ovation DCS will be modified to add a new controller for the control of the hydrogen storage equipment monitoring and control.

The nitrogen generator discharge pressure will be monitored via pressure transmitter with interlocks hardwired to the GE control system for hydrogen fuel operational permissive (sufficient pressure/capacity for purge) and remote monitoring. The interlocks will ensure that the combustion turbine will not operate unless sufficient nitrogen is available in the nitrogen receiver in case of an upset scenario where the turbine and blending skid would need to be purged.

The new hydrogen system will be equipped with all necessary emergency shutdown and purging instrumentation to facilitate complete system controls and safe operations.

The emergency shutdown valve(s) will be wired to two (2) pushbutton stations, one in the control room and one locally. The emergency shutdown valve(s) will have a redundant solenoid configuration for reliability. Once relays are tripped (de-energized), reset will require Operator intervention to manually reset the emergency shutdown circuit.

The Electrolyzer process containers will include gas and flame detectors and be controlled by standalone PLC control systems that will perform all necessary controls and reporting for the electrolyzer operations. This PLC control system will communicate to the plant DCS utilizing a non-redundant fiber connection for Modbus TCP/IP data communications to existing DCS utilizing existing spare communication ports and media converter. Critical control signals will be hardwired to the plant DCS.

The Hydrogen Compressor will be controlled by a standalone PLC control system that will perform all necessary controls and reporting for compressor operation.

Tube Storage Racks will have 22 control valves that will regulate blending skid pressure within a window between 310 PSIG to 400 PSIG. The control valves will be controlled from DCS located in the PDC.

Balance of plant systems include demin water supply to electrolyzers, instrument air to blending skid and hydrogen pressure regulating valves, and wastewater sump pumps. The Demin Water pumps will be controlled and operated from the DCS. Instrument air compressor and wastewater sumps will be operated from local control panels.





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Local I/O will be hardwired to a new DCS I/O cabinet within the electrical PDC. This DCS I/O cabinet will be powered by the new UPS system and will communicate via extended network to the DCS room via redundant fiber optic cables.

All home-run fiber optic cables will be terminated within fiber optic patch panels. Instrumentation will be provided for the monitoring of the hydrogen production and storage system outside of the electrolyzer system. This will include hydrogen flow monitoring (supplied by GE), pressure monitoring, temperature monitoring, and the control of the hydrogen compression and storage system.

All instrumentation in the presence of hydrogen will be rated Class I, Division 2, Group B except for a 3 feet radius around venting points which will be classified as Class I, Division 1, Group B. All instrumentation on the blending skid will be rated Class I, Division 2, Groups B/C/D. Area gas and flame detection will be added in the compressor and hydrogen storage areas if deemed necessary via appropriate risk reviews.

All control valves are to be air operated with failure positions to be determined via appropriate risk reviews and process hazard analyses (PHAs). All instrumentation to be ranged to be failsafe.



## 8.0. CIVIL DESIGN BASIS

### 8.1 Existing Site Conditions

The geotechnical report and topographic survey provided by Duke shall be used as the design basis for the project. The geophysical survey provided by Duke shows all existing underground utilities and shall be referenced wherever breaking ground is necessary [HOLD].

A new berm will be located north of the new hydrogen production and storage equipment to separate the new system from the existing bermed area designed to contain fuel oil from the fuel oil tank. The new berm will create two berm containments, the northern containment designed to contain the fuel oil spill from the fuel oil tank, and the southern bermed area where the new hydrogen production and storage equipment will be located. It is not required to berm the hydrogen equipment itself, but the new berm will create a second containment around the hydrogen equipment as a byproduct. Due to stormwater concerns, a lift station will also be installed in southern containment near the hydrogen equipment to pump stormwater north to ensure there is minimal impact to stormwater flows.

#### **HOLD:**

**Additional geotechnical study and borings needed for area of concern. Results from the study may impact site layout and design.**

### 8.2 Permitting

It is anticipated that the site will disturb in excess of one (1) acre, and therefore a SWPPP (Stormwater Pollution Prevention Plan) will be required. Stormwater quantity and quality controls may be needed to meet the Volusia County stormwater management standards or the St. John's River Water Management District requirements. Permitting and stormwater management requirements will be determined during later phases of the project.

### 8.3 Erosion Prevention and Sediment Control

Erosion prevention and sediment control practices used shall meet the requirements of the latest edition of the Florida Erosion and Sediment Control Manual. It is anticipated that the site will utilize rock construction entrances, silt fencing, and rolled erosion control products during construction. Any disturbed areas will be either stabilized with stone surfacing or pavement or be revegetated with an FDOT-approved grass mix.

### 8.4 Site Grading and Drainage

The new hydrogen production and storage system compound is located in the vicinity of an old storage tank location that has been removed. The existing site is graded to drain to a ditch system around the perimeter of the old tank area.

The overall existing drainage pattern will not be modified as part of the project. After construction, stormwater will be pumped through the new berm into the oil tank containment area, which discharges to



the perimeter ditches. Localized grading of the hydrogen production and storage system may be performed as necessary to provide a level area for the tanks and to ensure drainage toward the new lift station.

#### 8.5 Site Surfacing

Site surfacing shall be in accordance with the relevant Duke standards. It is anticipated that the hydrogen production and storage system will be surfaced with crushed stone area surfacing. Any materials used for stone or asphalt surfacing shall meet FDOT Standard Specifications for Road and Bridge Construction requirements.

#### 8.6 Roads

Roads shall be designed to accommodate the largest vehicle anticipated during construction or operation to enter the hydrogen production and storage system. The road access shall be a minimum of 10 ft wide ft wide and connect to the existing asphalt paved plant access road. The design life for any new roads shall be a minimum of 20 years.

At a minimum, HS-20 loading is assumed for vehicle access. Roads shall be crowned to provide drainage to the adjacent grass vegetated areas.

#### 8.7 Fencing

Any new required fencing shall meet the requirements of Duke Energy specifications.



**9.0. STRUCTURAL DESIGN BASIS**

**9.1 Material**

All structures shall be designed and constructed using either standard steel shapes or tapered tubular polygonal shapes. Table 9-1 outlines the materials to be used for structural components.

- All detailing, shop, and field workmanship to be done in accordance with AISC “Manual of Steel Construction” Latest Edition
- All steel structure members shall be cleaned prior to finishing.
- Coating process shall be an electrostatically applied polyester powder with a final baked on average thickness between 2.0 and 4.0 mils.
- Finish shall have a minimum pencil hardness of 2H as tested per ASTM D3363.
- Finish shall pass the ASTM B117 salt spray test for a minimum of 1000 hours.

**Table 9-1 – Materials Table**

<b>Structural Component</b>	<b>Material</b>
Structural steel wide flange	ASTM A992
Structural steel tees	ASTM A992
Structural steel channels	ASTM A36
Structural steel angles	ASTM A36, ASTM A572 Grade 50, or ASTM A529
Hollow structural sections (HSS)	ASTM A500 Grade C
Structural pipe, posts, and rails	ASTM A500 Grade C or ASTM A53 Grade B
Base plates and shear bars	ASTM A572 Grade 50
Welds	E70XX electrodes
Bar Grating	Fabricated from welding quality steel equal to ASTM A1011 for bearing bars and ASTM A510 for cross bars. All bar grating shall have 3/8” bearing bars spaced at 1 3/16” on center with cross bars at 4” on center.
Reinforced Concrete	Normal weight (150 pcf) Minimum Strength $f'_c = 4,500$ psi at 28 days Water cement ratio = 0.45 Modulus of Elasticity, $E_c = 3824$ ksi
Reinforcing Steel	ASTM A615 Grade 60
Cast-in-Place Anchor Rods	ASTM F1554 Grade 36
Post-Installed Anchor Rods	HILTI HAS-E Threaded Rods (installed using HILTI HIT HY-200 or RE-500 v3)
Grout	Non-Shrink grout per ASTM C1107 Grades B or C Minimum Strength $f'_c = 5,000$ psi at 28 days



**9.2 Design**

Steel structures and concrete foundations shall be designed in accordance with:

- 2020 Florida Building Code, 7<sup>th</sup> Edition
- 2018 International Building Code
- ASCE 7-16 – Minimum Design Loads and Associated Criteria for Buildings and Other Structures
- ACI 318-14 – Building Code Requirements for Structural Concrete
- AISC 360-16 – Specification for Structural Steel Buildings

**9.3 Structure Design Loads**

Load combinations shall be in accordance with ASCE 7. Structures shall be designed for all applicable dead, live, wind, seismic, equipment, service and thermal loads. The following loading conditions shall be used to analyze and design the structure.

**9.3.1 Dead Load**

Dead load is defined as the weight of the structure and equipment. The following material densities will be considered in the calculation of the dead load of the structures:

- Steel.....490 pcf
- Concrete (including rebar) ..... 150 pcf

**9.3.2 Live Load**

The following live loads used in design are as follows:

- Floor Live Loads (L<sub>f</sub>)
- Access/service platforms & galleries ..... 100 psf
- Roof Live Loads (L<sub>r</sub>)
- Pre-Engineered Building Enclosures .....20 psf
- Soil Surcharge Loads (L<sub>g</sub>)
- Normal Loading Case .....500 psf
- Construction Loading Case .....1000 psf
- Equipment Live Loads (L<sub>e</sub>)
- Equipment contents and/or dynamic load effects provided by vendor.

**9.3.3 Wind**

Wind loads shall be determined in accordance with ASCE 7-16 with the parameters listed below:

- Risk Category.....III (ASCE 7-16, Table 1.5-1)
- Basic Wind Speed ..... V = 142 mph (ASCE 7-16, Figure 26.5-1C)
- Wind Directionality Factor .....K<sub>d</sub> = 0.85 (ASCE 7-16, Table 26.6-1)
- Wind Exposure Category .....C (ASCE 7-16, Section 26.7)
- Topographic Factor.....K<sub>zt</sub> = 1.0 (ASCE 7-16, Section 26.8)

**9.3.4 Seismic**

Seismic loads shall be determined in accordance with ASCE 7-16 with the parameters listed below:

- Risk Category.....III (ASCE 7-16, Table 1.5-1)
- Seismic Importance Factor.....I<sub>e</sub> = 1.25 (ASCE 7-16, Table 1.5-2)



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Site Class.....	D	(See note below)
Mapped $MCE_R$ (short period) .....	$S_s = 0.066g$	(ASCE 7 Online Hazard Tool)
Mapped $MCE_e$ (1 sec period).....	$S_1 = 0.036g$	(ASCE 7 Online Hazard Tool)
Adjusted $MCE_R$ (short period).....	$S_{MS} = 0.106g$	(ASCE 7-16, Equation 11.4-1)
Adjusted $MCE_R$ (1 sec period).....	$S_{M1} = 0.086g$	(ASCE 7-16, Equation 11.4-2)
Design $MCE_e$ (short period).....	$S_{DS} = 0.070g$	(ASCE 7-16, Equation 11.4-3)
Design $MCE_R$ (1 sec period).....	$S_{D1} = 0.057g$	(ASCE 7-16, Equation 11.4-4)
Seismic Design Category .....	A	(ASCE 7-16, Tables 11.6-1&2)

Note: Because the site-specific geotechnical report is currently unavailable, the soil site class is taken as the default which is Site Class D per ASCE 7-16 Section 20.1. This value and the subsequent seismic parameters will be updated once further information becomes available.

**9.3.5 Snow Load**

Snow loads shall be determined in accordance with ASCE 7-16 with the parameters listed below:

Ground Snow Load .....	$p_g = 0$ psf	(ASCE 7-16, Figure 7.2-1)
Snow Importance Factor .....	$I_s = 1.10$	(ASCE 7-16, Table 1.5-2)

**9.4 Structure Deflections**

The maximum allowable deflections for structural steel elements, where L is the span for the element, are given in Table 1604.3 of IBC 2018.

Foundation settlement will be limited to 1" total settlement and 1/2" differential settlement. Parameters for determining foundation settlement will be based on the geotechnical report data, which is yet to be received.

Where structures support equipment with vendor specified deflection limits that are more stringent than those listed above, the more stringent deflection limit shall govern the design of the structure.



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Sargent & Lundy



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**Attachment 1:**  
**Duke Tagging Procedure**









# City Council Meeting City of DeBary AGENDA ITEM

<b>Subject:</b> Interlocal Agreement – Animal Control Services	<b>Attachments:</b> <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
<b>From:</b> Carmen Rosamonda, City Manager	
<b>Meeting Hearing Date</b> September 1, 2021	

## REQUEST

City Manager requests City Council approve the Interlocal Agreement between City of DeBary and City of Orange City for Animal Control Services for a 3-year term, October 1, 2023 through September 30, 2026.

## PURPOSE

The current Animal Control Contract with the City of Orange City expires September 30, 2023. After considering various options for animal control services, contract with the City of Orange City is the best option.

## CONSIDERATIONS

- The City of Orange City has proposed a contract for three more years. The proposed contract prices are as follows:
  - FY 2023-24 - \$63,987
  - FY 2024-25 - \$65,266
  - FY 2025-26 - \$66,572
  
- The City of DeBary has contracted with the City of Orange City for more than 5 years. This contract can be cancelled by either party with 180-day notice. The service costs for the previous 5 years are as follows:
  - FY 2022-23 - \$62,732
  - FY 2021-22 - \$61,503
  - FY 2020-21 - \$60,297
  - FY 2019-20 - \$59,115
  - FY 2018-19 - \$57,956

**COST/FUNDING**

For FY2023-24 the cost for the contract with Orange City Animal Control Services is \$63,987. The City of DeBary also budgets \$20,000 for veterinarian bills, shelter costs and cages with other entities.

**RECOMMENDATION**

It is recommended that the City Council approve the Interlocal Agreement between City of DeBary and City of Orange City for Animal Control Services for a 3-year term, October 1, 2023 through September 30, 2026.

**IMPLEMENTATION**

The contract begins October 1, 2023

**ATTACHMENTS**

Interlocal Agreement of Municipal Animal Control Services

**INTERLOCAL AGREEMENT  
FOR PROVISION OF MUNICIPAL ANIMAL CONTROL SERVICES  
BETWEEN THE CITY OF ORANGE CITY, FLORIDA AND THE  
CITY OF DEBARY, FLORIDA**

**THIS AGREEMENT** is entered into by and between the CITY OF ORANGE CITY, a municipal corporation duly incorporated pursuant to the laws of the State of Florida, with administrative offices at 205 E. Graves Avenue, Orange City, Florida 32763, hereinafter referred to as **ORANGE CITY**, and the CITY OF DeBARY, a municipal corporation duly incorporated pursuant to the laws of the State of Florida, with administrative offices at 16 Colomba Road, DeBary, Florida 32713, hereinafter referred to as **DEBARY**.

**RECITALS**

1. **ORANGE CITY** and **DEBARY** are authorized to enter into agreements with other governmental agencies within or outside their boundaries for the joint performance, or performance by one unit in behalf of the other, of any of either agency's authorized functions.

2. Public agencies (including **ORANGE CITY** and **DEBARY**) are authorized by Section 163. 01(14), Florida Statutes, to enter into contracts for the performance of service functions of [such] public agencies, but shall not be deemed to authorize the delegation of the constitutional or statutory duties... of city officers. The parties expressly deny any intent, expressed or implied, in this Agreement to provide for a delegation by **DEBARY** of such constitutional or statutory duties to **ORANGE CITY**.

3. The foregoing authorization for such agreements is granted to cities for the purpose of permitting local governments to make the *most efficient use* of their powers by enabling them to cooperate with the other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities. § 163. 01(2), Florida Statutes.

4. Pursuant to Section 768.28, Florida Statutes, neither **ORANGE CITY** nor **DEBARY** waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this Agreement. This Agreement does not contain any provision that requires one party to indemnify or insure the other party for the other party's negligence, or to assume any liability for the other party's negligence.

5. The City Council of **DEBARY**, after evaluation of options for the provision to its residents of the municipal services enumerated herein, has made a legislative determination that the interests of its residents will be best served by contracting with **ORANGE CITY** for provision of such services, which services will be performed by **ORANGE CITY** personnel.

6. **ORANGE CITY** certifies that it has qualified personnel or subcontractors to perform the serves enumerated herein.

7. **ORANGE CITY** and **DEBARY** entered into an Interlocal Agreement for Animal Control Services on or about August 8, 2018, for Fiscal Year's 2018-2021, as extended by that Amendment No. 1 for an additional two (2) years, thru fiscal year 2022-23, expiring September 30, 2023. This Agreement replaces and supersedes that Interlocal Agreement, as amended, in its entirety.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the parties agree as follows:

## **PART I. GENERAL PROVISIONS**

8. The forgoing representations are hereby adopted as a material part of this Agreement.

9. **PURPOSE.** The purpose of this Agreement is for **ORANGE CITY** to provide specified municipal services to **DEBARY** (hereinafter the Contract Services), at an agreed upon level of service (LOS) herein specified, in lieu of **DEBARY** using its own personnel and equipment therefore.

10. **ORANGE CITY PERSONNEL.** **ORANGE CITY** shall manage the delivery of the Contract Services by allocating service task responsibilities along the organization lines of **ORANGE CITY's** personnel. The Director of the applicable **ORANGE CITY** Department (or his or her designee) shall be **ORANGE CITY's** liaison to **DEBARY** for purposes of performance, interpretation and implementation of this Agreement.

11. **MUNICIPAL SERVICES.** The Contract Services purchased by **DEBARY** herein are municipal level of services as described in the attached Addendum. **DEBARY** shall pay **ORANGE CITY** for the Contract Services provided for herein.

12. **NO PLEDGE OF AD VALOREM TAXES.** The parties agree that this Agreement does not constitute a general indebtedness of **DEBARY** within the meaning of any constitutional, statutory, or charter provision of limitation and it is expressly agreed by the parties that **ORANGE CITY** shall not have the right to require or compel the exercise of ad valorem taxing power of **DEBARY**, or taxation of any real or personal property therein for payment of any monetary obligations due under the terms of this Agreement. It is further agreed that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of **DEBARY**, any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of **DEBARY** and **ORANGE CITY**.

13. **DIVISION OF MANAGEMENT RESPONSIBILITIES.** The Contract Services specified in this Agreement reflect the general managerial and policy decisions of **DEBARY**.

**DEBARY** may identify specific tasks within the Services described in Part II of this Agreement to be performed by **ORANGE CITY**, and the portion of the relevant budget to be allocated thereto, including, but not limited to the location, and nature of specific projects. Except as set forth below **ORANGE CITY** shall have the responsibility for the operational management of the provision of the actual service. Staff from **ORANGE CITY** and **DEBARY** shall formally meet every six months from the Agreement commencement date to review policies and procedures related to Services described in Part II of this Agreement. It is the intent of **DEBARY** that **DEBARY**'s general management decisions referenced above are to be the exercise of a legislative, planning level function of **DEBARY**, and that **DEBARY** shall not undertake to exercise specific operational control over the provision of the Contract Services except as set forth below in this Agreement or specifically set forth in Exhibit "A" referenced in PART II. Should **DEBARY** direct or exercise operational contract in fact and there be liability to third parties and/ or to **ORANGE CITY** that flows therefrom, then **DEBARY** shall have responsibility for all liability arising therefrom subject to the provisions in recital number 4 and General Provision of this Agreement. For all other services provided by **ORANGE CITY** where specific professional standards are applicable to the performance of service tasks, **ORANGE CITY**'s designated officer in charge (OIC), or his or her designee, shall have the authority for decision making within that realm. The relevant **ORANGE CITY** Department Director, or the OIC, shall be available on a regular basis to the **DEBARY** City Manager to provide consultation and recommendations to the **DEBARY** City Manager in his or her general management decisions as contemplated herein.

14. **SOVEREIGN IMMUNITY.** Each party to this Agreement expressly retains all rights, benefits and immunities of sovereign immunity that they presently enjoy under the Constitution and Statutes of the State of Florida, and particularly with respect to Chapter 768, Florida Statutes. Notwithstanding anything set forth in any Recital or Provision of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of either party beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and any liability of either party for damages shall not exceed the statutory limits of liability, regardless of the number or nature of any claim which may arise including but not limited to a claim sounding in tort, equity or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against any party, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

15. **PERSONNEL MATTERS.** **ORANGE CITY** shall allocate manpower and equipment for the performance of the Contract Services on an as needed basis. This Agreement shall not require any particular **ORANGE CITY** employee to be dedicated full time to the Contract Services. All **ORANGE CITY** personnel assigned to perform Contract Services shall remain subject to **ORANGE CITY** personnel policies for all purposes contemplated thereunder, including, but not limited to, initial appointment and probation, training and assignment, promotions, merit and cost-of-living raises, annual leave and sick leave, and disciplinary actions. Any claim of a disciplinary nature by **DEBARY** regarding an **ORANGE CITY** employee shall be referred to the Department Director, who shall remain the appointment authority for such employee, for all purposes designated under **ORANGE CITY** personnel policies. Such **ORANGE CITY** employees shall have no right to elect or choose any procedures available to **DEBARY** employees.



16. **TERM.** This Agreement shall commence on October 1<sup>st</sup> 2023 and shall terminate at midnight on September 30<sup>th</sup> 2026 unless terminated pursuant to the provisions of General Provision 17. The initial term is three years and parties may, by mutual agreement, renew this Agreement upon same or modified terms for an additional two years.

17. **TERMINATION.** Either party may terminate this Agreement without cause or further liability to the other, upon written notice to the party representative specified in General Provision 18, giving no less than 180 days' notice prior to the requested termination date. Such notice shall be delivered by certified mail, return receipt requested, and the date of the notice shall be the date the receipt therefore is signed by an employee, official, or representative of the other party.

18. **NOTICE.** Notice as required to be given in this Agreement shall be provided to the following persons and shall be given in the manner set forth in General Provision 17:

a. **ORANGE CITY:**

Dale Arrington, City Manager  
CITY OF ORANGE CITY  
205 East Graves Avenue  
Orange City, Florida 32763

b. **DEBARY:**

Carmen Rosamonda, City Manager  
CITY OF DEBARY  
16 Colomba Road  
DeBary, Florida 32713

A party may unilaterally change its address or addressee by giving notice in writing to the other parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

19. **THIRD PARTIES.** In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligations and responsibilities of the parties herein or for any other reason.

20. **DISPUTE RESOLUTION.** Any disputes concerning non-performance, or other aspects of this Agreement for which either party initiates litigation to enforce its rights hereunder, shall be subject to the provisions of Chapter 164, Florida Statutes, and the "Florida Governmental Cooperation Act".

21. **SEVERABILITY.** If any provision of this Agreement is found to be unconstitutional, illegal, or otherwise unenforceable by judgment of a court of competent

jurisdiction, such judgment shall not invalidate the remainder of this Agreement, unless such judgment renders the purpose of performance of this Agreement no longer practical for either party.

**22. MISCELLANEOUS TERMS.**

- A. The parties have not relied on any oral representation, expressed or implied, or any representation other than those set forth in the Agreement.
- B. In the event any ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as through drafted jointly by the parties.
- C. The parties each acknowledge that it has read this Agreement, has had a full opportunity to confer with counsel, and understands the terms outlined in this Agreement.
- D. This Agreement may be signed in one or more counterparts, in which case each counterpart, individually and collectively, shall constitute an original of the Agreement.

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## **PART II. SPECIFIC SERVICES**

23. **LEVEL OF SERVICE.** **ORANGE CITY** agrees to provide the personnel and equipment at the level of service specified in Exhibit "A" which is hereby attached and is incorporated in this Agreement by this reference. Should **DEBARY** desire **ORANGE CITY** provide services either different in kind, or at a service level different than that contemplated herein, the **DEBARY** City Manager shall make written request therefor to the **ORANGE CITY** City Manager or designee and, such notice shall be sent in accordance with General Provision 18. Any mutually agreed -upon modification to the kind of service and /or level of service to be provided by **ORANGE CITY** shall be reduced to writing and approved by the appropriate officials of both parties. Any reduction in level of service desired by **DEBARY** shall only be effective at the beginning of a new contract year unless both parties agree otherwise. Upon the written agreement of **ORANGE CITY** to provide a change to services which increase the level of service, the new level of service shall commence within sixty (60) days following the date of execution of the written agreement by **ORANGE CITY** or the beginning of a new contract year whichever shall first occur. The foregoing shall not be construed as requiring **ORANGE CITY** to agree to make change to the kind of service and /or increase to the level of service to be provided by **ORANGE CITY**. Upon a change in kind of service and /or increase in level of service to be provided by **ORANGE CITY** compensation to **ORANGE CITY** shall be immediately adjusted to conform to the new service provided once the new level of service has taken affect.

24. **COMPENSATION.** **DEBARY** shall pay **ORANGE CITY** in accordance with the compensation set forth in Exhibit "A". **DEBARY** shall pay the sum invoiced within thirty (30) days of receipt of the bill from **ORANGE CITY**.

25. **ENTIRE AGREEMENT.** This Agreement reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing executed by all the parties, with the same formalities as this Agreement.

**This space intentionally left blank**

**IN WITNESS WHEREOF**, the parties to this Agreement for Provision Services to **DEBARY** have caused the same to be signed by their duly authorized representatives on the dates indicated below.

ATTEST:

**CITY OF ORANGE CITY**

By: \_\_\_\_\_  
Name: Kaley Burleson  
Title: City Clerk  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Gary Blair  
Title: Mayor  
Date: \_\_\_\_\_

ATTEST:

**CITY OF DEBARY**

By: \_\_\_\_\_  
Name: Annette Hatch  
Title: City Clerk  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Karen Chasez  
Title: Mayor  
Date: \_\_\_\_\_

**EXHIBIT "A"**

**ANIMAL CONTROL SERVICES  
CITY OF DEBARY**

**FYs 2023-24, 2024-25 and 2025-26**

**ORANGE CITY** will provide animal control services for **DEBARY**. These services include animal control as set forth in DeBary Code, Part II, Code of Ordinances, Chapter 10, Animals, Article II, Animal Control, during normal business hours (8:00 a.m. to 5:00 p.m., Monday thru Friday) and after hours for emergencies. Animal Control services shall include, but not be limited to: the capture of nuisance, diseased, dangerous and /or vicious domesticated or feral animals and transport of said animals to an appropriate kennel facility; investigation of animal bite, cruelty or dangerous dog complaints; and investigation and enforcement of all **DEBARY** municipal ordinances related to animals present to the DeBary citation process provided in Section 10 -37 (or as amended) of the DeBary Code of Ordinances.

Annual Compensation for animal control services:

**FY 2023-24 \$63,987.00**

**FY 2024-25 \$65,266.00**

**FY 2025-26 \$66,572.00**

Billing for animal control services and actual veterinarian care costs will be submitted quarterly.

**DEBARY** shall further be responsible for all contractual negotiations, costs and expenses of humane society fees, if any and in accordance with **DEBARY's** ordinances and policies.

Wildlife and livestock often require specialized equipment and handling skills outside the scope of **ORANGE CITY's** animal control officer (ACO). Wildlife calls for service will be handled on a case-by-case basis with consideration for the safety of the public, the safety of the ACO, applicable state laws and the welfare of the animal. **DEBARY** shall be responsible for all reasonable incurred costs or expenses when dealing with wildlife and livestock. Billing for said costs and expenses will be submitted quarterly.



**City Council Meeting  
City of DeBary  
AGENDA ITEM**

<b>Subject:</b> Renewal of Team Volusia Cooperative Economic Development Agreement	<b>Attachments:</b> <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
<b>From:</b> Carmen Rosamonda, City Manager	
<b>Meeting Hearing Date</b> August 2, 2023	

**REQUEST**

City Manager is requesting City Council approve the renewal of Team Volusia Cooperative Economic Development Agreement for fiscal year 2023-2024.

**PURPOSE**

To continue our collaborative economic development relationship with Team Volusia business and recruitment services in addition to economic development growth opportunities.

**CONSIDERATIONS**

- Team Volusia is a cooperative venture between the public and private sectors for the purposes of recruiting new businesses to Volusia County and foster expansion of existing businesses within Volusia County.
- To provide a unified vision and business development effort, various municipalities of Volusia County and the business community come together to enhance our economic and business development results.
- Team Volusia toured our City and will be focusing on our TOD area and DeBary Commerce Center.
- Team Volusia updated their population figures. They have increased their cost by 10 cents per capita to 60 cents per capita. The cost for FY 2021-22 was \$10,986.50. FY 2022-23 cost was \$11,507.00.

**COST/FUNDING**

The cost of this FY 2023-24 contract is \$14,001.60.

**RECOMMENDATION**

It is recommended that the City Council approve the Team Volusia Cooperative Economic Development Agreement for FY 2023-24 for \$14,001.60.

**IMPLEMENTATION**

Agreement will be executed and will take effect October 1, 2023.

**ATTACHMENTS**

Cooperative Economic Development Agreement

## COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the City of DeBary, a Florida municipal corporation, hereinafter referred to as "City", and Team Volusia Economic Development Corporation, a Florida non-profit corporation, hereinafter "TVEDC".

WHEREAS TVEDC intends to engage in a cooperative venture between the public and private sectors for the purpose of recruiting new businesses to Volusia County and, when requested by the City, fostering expansion of existing businesses within Volusia County; and

WHEREAS, to avoid a fragmentation of efforts and jurisdictional competition, various municipalities of Volusia County and the business community have come together to support a unified business development effort through TVEDC; and

WHEREAS the City Commission of the City of DeBary have agreed to appropriate the amount of ***Fourteen-Thousand and One Dollars and .60 cents (\$14,001.60)*** at .60 cents per capita (DeBary population 23,336 as indicated at [www.bebr.ufl.edu/population](http://www.bebr.ufl.edu/population)), in the budget for the fiscal year 2023-2024 to support economic development activities, such sum qualifies the City for a seat on TVEDC Board of Directors.

WHEREAS the City desires to contract with TVEDC to perform such economic development activities and to insure accountability for use of public funds.

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the City and TVEDC hereby agree as follows:

- 1. Purpose of Agreement.** The purpose of this Agreement is to support and implement a program of economic and business development and expansion throughout Volusia County in order to enhance the economic well-being of the citizens of the City. To this end, the City desires to contract with TVEDC in order to provide for implementation of the economic and business development program and to ensure accountability for the use of public funds.
- 2. Program Funding.** The City shall pay to TVEDC the sum of ***Fourteen-Thousand and One Dollars and .60 cents (\$14,001.60)*** at .60 cents per capita ("*City Funding*"), such sum being the total compensation to be paid by the City for the work performed under this Agreement, unless this amount is reduced or rescinded as provided herein. The City may make one (1) annual payment equal to the City Funding on or before October 15, 2023. The City will receive quarterly reports which details the activities of TVEDC including the revenues and expenses for the period. The City shall contact TVEDC in writing when future funding for TVEDC is discussed at a public meeting.



### 3. Program Requirements.

- a. TVEDC shall plan, implement and evaluate a program to recruit new businesses to the City; to foster expansion of existing businesses within the City upon the City's request; and in a manner provided herein to forestall the relocation of businesses located in the City to a location outside of Volusia County. TVEDC will not assist the City or any existing business with the City's and/or existing business' attempt to relocate such existing business from any other city or Volusia County who is a member of TVEDC ("Other Governmental Entity"), unless either the City or such business provides TVEDC with written consent for such assistance from the Other Governmental Entity. TVEDC will not assist any Other Governmental Entity or any existing business with such Other Governmental Entity's and/or existing business' attempt to relocate such existing business from the City to any Other Governmental Entity, unless the Other Governmental Entity or such existing business provides TVEDC with written consent for such assistance from the City, which the City may refuse to provide in the City's sole discretion.
- b. It is the desire of the parties that businesses within Volusia County provide stable and rewarding employment for local citizens and that businesses respect the environment, appearance, and well-being of the City. TVEDC shall engage in good faith efforts to foster the goals of diversity and equitable minority participation in its economic development outreach, planning and programming actions. TVEDC shall pursue the goal of full economic participation in actions supportive of the ethnic and racial diversity of the City's community. Except as provided in Section 3.a. above, TVEDC shall disregard boundaries within Volusia County in its program and shall make all reasonable efforts to work with all sectors of local government and the Chamber Alliance, who shall be composed of the executives of several area Chambers of Commerce, in the implementation of its program. TVEDC shall use the funds herein provided for expenditures generally recognized as appropriate for economic and business development purposes. TVEDC shall separately account for use of public funds provided under this Agreement through generally accepted accounting methods. TVEDC shall also provide promotional materials and statistical studies to the City related to economic development.

4. **Promotional Efforts** TVEDC also agrees to create and maintain a landing page for the City on TVEDC's website providing factual redevelopment/economic development information requested by TVEDC and supplied by the City. The City will timely provide TVEDC with information regarding the City as requested from time to time by TVEDC for inclusion by TVEDC on the City's landing page. In addition, it is hereby agreed that TVEDC in its promotional materials will specifically include positive aspects of the City and, upon request, will provide (a) prospective businesses and industry outside Volusia County's jurisdictional limits and only as contemplated in Section 3.a. above, in Other Governmental Entity jurisdictional limits, and (b) existing businesses and industry inside the City's jurisdictional limits with the latest statistics on the City's growth and desirable features as a place to locate and expand. The City agrees to provide TVEDC with access to whatever information it has available to accomplish this task. Consistent

with the purposes set forth in Paragraph 1 above, TVEDC will promote the City's special districts and all other industrial/commercial sites located in the City.

5. **Fiscal Impact Analysis.** TVEDC will provide professional advice on proposed industrial/commercial sites located in the City and any other future areas deemed important by the City. As part of its scope of services, TVEDC shall perform, at the City's request, a fiscal impact analysis of its recommendation; such analysis shall include but not be limited to:
  - Present cost of direct out-of-pocket City and County incentives if any
  - Cost of tax revenues forgone, if any, plus interest
  - The amount of other tax revenue streams to be collected by the City
  - An estimate of any economic multipliers to be derived based upon a company's local purchases, etc.
  - An estimate of the break-even year
6. **Economic Development Intent** TVEDC's primary focus its effort on job creation and economic development. TVEDC shall actively work with and coordinate its efforts with the City and the Chamber Alliance. The City shall assign a staff member to serve on any of TVEDC Committees as needed and required. TVEDC shall provide the City with an annual report outlining the creation of all jobs within Volusia County and the City.
7. **Report of Operations.** Upon request, TVEDC shall provide the City with a copy of its annual audit performed by an independent certified public accounting firm.
8. **Future Funding.** Nothing in this Agreement shall obligate or commit the City to appropriate any funds in any subsequent fiscal year.
9. **Term of Agreement.** This Agreement shall commence on October 1, 2023 and shall continue in force for a one-year period ending September 30, 2024. In addition, this Agreement may be terminated upon any of the following events;
  - a. Written notice by TVEDC to the City terminating the Agreement with or without cause.
  - b. Written notice by the City to TVEDC of termination of the Agreement for failure or breach of TVEDC to perform its obligations hereunder.
  - c. Approval of a resolution by the City Commission amending the City budget to reduce or rescind the funds provided under this Agreement in accordance with Paragraph 2 above.

Because TVEDC is reasonably likely to have made financial commitments based upon the City Funding received, the effective date of any termination of this Agreement contemplated herein shall be effective thirty (30) calendar days after receipt by the non-terminating party ("Termination Effective Date"). Unless otherwise agreed by the City and TVEDC, upon termination of this Agreement by the City or by TVEDC prior to the end of the Term, TVEDC will reimburse to the City one quarter (1/4<sup>th</sup>) of the City Funding for each full calendar quarter of the Term remaining from the Termination Effective Date through the end of the Term, with payment being made within ten (10) business days after the Termination Effective Date.

10. **Notices.** Notices required under this Agreement shall be sent by U. S. Mail, first class, certified return receipt requested, or nationally recognized express document service to the following persons representing the parties:

City: Carmen Rosamonda, City Manager  
City of DeBary  
16 Colomba Road  
DeBary, FL 32713

TVEDC: Keith A. Norden, CEcD  
President and CEO  
Team Volusia Economic Development Corporation  
One Daytona Blvd., Suite 240  
Daytona Beach, FL 32114

11. **Indemnification.** TVEDC shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including attorneys' fees and costs, arising out of or resulting from the performance of its operations under this Agreement.

12. **Amendments.** This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral in effect between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**CITY OF DEBARY** a Florida Municipal Corporation.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City of DeBary, Mayor

Attest: \_\_\_\_\_ Date: \_\_\_\_\_  
City of DeBary, City Manager

Attest: \_\_\_\_\_ Date: \_\_\_\_\_  
City of DeBary, City Clerk

**Team Volusia Economic Development Corporation, Inc.,** a Florida not-for-profit corporation

By: Keith Norden Date: July 10, 2023

Title: President + CEO

Attest: Abner J. Robbins Date: July 10, 2023



**City Council Meeting  
City of DeBary  
AGENDA ITEM**

<b>Subject:</b> Amendment #1 – Lease Agreement with DeBary Volunteer Fireman’s Association	<b>Attachments:</b> <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
<b>From:</b> Carmen Rosamonda, City Manager	
<b>Meeting Hearing Date</b> August 2, 2023	

**REQUEST**

City Manager requests City Council to approve Amendment #1 to Lease Agreement between the City of DeBary and the DeBary Volunteer Fireman’s Association Incorporated for the property located at 93 S. US. Hwy 17-92, DeBary, FL.

**PURPOSE**

The purpose is to renew the lease agreement for another five years.

**CONSIDERATIONS**

- The original lease agreement was signed July 20, 2018 for a period of 5 years with unlimited 5 year extensions. The lease is for a 1350 square foot building located on City property (803411010310).
- The Amendment is for 5 years which will expire July 20, 2028. There is no charge for lease payments.
- The Amendment does reduce the maintenance cost for which the Association is responsible from \$500 to \$250 per occurrence.

**COST/FUNDING**

N/A

**RECOMMENDATION**

It is recommended that the City Council approve Amendment #1 to Lease Agreement between the City of DeBary and the DeBary Volunteer Fireman’s Association Incorporated for the property located at 93 S. US. Hwy 17-92, DeBary, FL.

**IMPLEMENTATION**

Immediately upon approval.

**ATTACHMENTS**

Amendment #1

Original Lease Agreement - 2018

**AMENDMENT NO. 1 TO LEASE AGREEMENT BETWEEN THE CITY OF DEBARY  
AND THE DE BARY VOLUNTEER FIREMEN’S ASSOCIATION INCORPORATED  
FOR 93 S US HIGHWAY 17-92, DEBARY, FLORIDA**

**THIS AMENDMENT No. 1** to the Lease Agreement between the City of DeBary and the DeBary Volunteer Firemen’s Association is hereby made by and between the CITY OF DEBARY, a municipal corporation of the State of Florida, with its principal offices located at 16 Colomba Road, DeBary, FL 32713 (hereinafter “City”) and THE DE BARY VOLUNTEER FIREMEN’S ASSOCIATION INCORPORATED, a Florida Not For Profit Corporation, with its principal address at 10 Colomba Road, DeBary, FL 32713 (hereinafter “Association”).

**RECITALS**

**WHEREAS**, on July 20, 2018, pursuant to a lease agreement (the “Lease”), the City and Association entered into a Lease Agreement for a 1350 square foot building and an adjacent 10 foot by 14 foot shed, which structures are owned by the City and located on real property at 93 S US Highway 17-92, DeBary, Florida and having parcel number 803411010310 (the “Premises”);

**WHEREAS**, such lease was subject to an initial 5 year term with the opportunity to extend such term for another 5 years on an ongoing basis;

**WHEREAS**, the initial 5 year term of the Lease has expired, and the parties wish to renew and continue such lease for another 5 years, effective July 20, 2023 and ending July 20, 2028; and

**WHEREAS**, the City further desires to reduce the Association’s maintenance responsibility under § 6. Maintenance of the Lease so that the Association is responsible for the cost of any maintenance, repair, or replacement to the Premises that does not exceed \$250, rather than the \$500 set forth in the Lease.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated by reference, and other consideration, the receipt and sufficiency of which are hereby acknowledged by the City and the Association, the parties agree and stipulate to renew the Lease as follows:

1. The City and Association agree that the foregoing recitals are true, correct, and material to this Amendment No. 1.
2. The City and Association agree, in accordance with § 3. Term of the Lease to renew and extend the current Lease for an additional 5 years through July 20, 2028.
3. The City and Association further agree that § 6. Maintenance is hereby superseded and replaced in its entirety with the following paragraph:
  6. Maintenance. The Association shall keep and maintain the Premises in the Premise's present condition except for reasonable wear and tear and shall keep the interior and exterior of the Premises free from obnoxious odors,

vermin, rubbish, debris or other foreign matter. In addition, the Association shall be responsible for the cost of any maintenance, repair or replacement to the Premises that does not exceed two-hundred fifty dollars (\$250). If the cost of any maintenance, repair, or replacement exceeds two hundred fifty dollars (\$250), the Association shall notify the City of the same in writing in which event the City shall complete such maintenance, repair or replacement, unless the City determines, in its discretion, that such maintenance, repair or replacement is not cost effective in light of the age and condition of the Premises.

4. This Amendment No. 1 sets forth the entirety of the modifications to be made to the Lease with respect to the Premises.
5. This Amendment No. 1 is incorporated by reference into the Lease as if fully set forth therein. Except as provided above, all other terms and conditions of the Lease remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the City and the Association.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –  
SIGNATURE PAGE TO FOLLOW]**



IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Amendment No. 1 to Lease Agreement between the City of DeBary and the De Bary Volunteer Firemen's Association Incorporated for 93 S US Highway 17-92, DeBary, Florida, on the respective dates under each signature.

**CITY:**

City of DeBary

**Witnesses:**

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ASSOCIATION:**

The De Bary Volunteer Firemen's Association Incorporated

**Witnesses:**

By: Aloz Crawford

Yvonne Stas

Title: President

Secretary

Dated: 7/24/23

7/24/23

Judy Crawford  
Director



## LEASE AGREEMENT

This Lease Agreement (hereinafter the "Agreement"), effective as of the date it is last executed by all parties to this Agreement, is entered into by and between the CITY OF DEBARY, a Florida municipal corporation (hereinafter the "City"), whose address is 16 Colomba Drive, DeBary, Florida 32713, and THE DE BARY VOLUNTEER FIREMEN'S ASSOCIATION INCORPORATED (hereinafter the "Association"), whose address is P. O. Box 530853, DeBary, Florida 32713.

### WITNESSETH:

WHEREAS, the City is a political subdivision of the State of Florida; and

WHEREAS, the Association is a Florida Not For Profit Corporation; and

WHEREAS, the Association currently occupies a 1350 square foot building owned by the City together with an adjacent 10 foot by 14 foot shed owned by the Association, which structures are both located on the easterly portion of a parcel of land owned by the City identified as Volusia County Property Appraiser Parcel Number 803411010310 (the building and shed are hereinafter collectively referred to as the "Premises");

WHEREAS, the Premises were originally owned by the Association and donated to the City; and

WHEREAS, the City wishes to grant a non-exclusive right to lease to the Association for the use of the Premises under the terms and conditions set forth hereinafter.

### AGREEMENT:

NOW, THEREFORE, in consideration of the above recitals and the mutual promises contained herein, the parties do hereby agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein as material provisions of this Agreement.
2. License. The City hereby grants the Association a non-exclusive lease to occupy the Premises upon the terms and conditions set forth herein.
3. Term. The Association's lease to occupy the Premises shall commence on the date this Agreement becomes effective and shall continue for a period of five (5) years thereafter,

and with the mutual written consent of the parties, for an unlimited number of five (5) year extensions.

4. Use of Premises. The Association may use the Premises to conduct meetings of its membership, provide training for firemen, fundraising events, emergency fire services, equipment storage and for other fire services related community activities, and for no other purpose without the written consent of the City, in the City's sole discretion. The Association shall not use or permit the Premises to be used for any illegal or improper purpose, nor permit any disturbance, noise or annoyance whatsoever, as will interfere with, annoy, or disturb the City's use or management of the Premises. The City retains the right to continue to utilize the Premises for recreational summertime camp activities. In addition, the City may schedule other public activities in the Premises with 72 hours prior notice to the Association provided such activities, do not conflict with a then scheduled Association event and there is no fire emergency. After such use, the City shall restore the condition of the Premises to the condition that existed immediately prior to the occurrence of the City's event.
5. Condition of Premises. The Association accepts the Premises in the Premise's existing condition. No representation, statement or warranty, express or implied, has been made by or on behalf of the City as to such condition, and as to the use that may be made of the Premises. In no event shall the City be liable for any defect in the Premises or for any limitation of its use.
6. Maintenance. The Association shall keep and maintain the Premises in the Premise's present condition except for reasonable wear and tear and shall keep the interior and exterior of the Premises free from obnoxious odors, vermin, rubbish, debris or other foreign matter. In addition, the Association shall be responsible for the cost of any maintenance, repair or replacement to the Premises that does not exceed five hundred dollars. If the cost of any maintenance, repair or replacement exceeds five hundred dollars, the Association shall notify the City of the same in writing in which event the City shall complete such maintenance, repair or replacement, unless the City determines, in its discretion, that such maintenance, repair or replacement is not cost effective in light of the age and condition of the Premises.
7. Liability Insurance. From the date of commencement of this Agreement and continuing through any extensions thereof, the Association shall maintain public liability insurance covering the Premises that names the City as an additional insured, with limits acceptable to the City. The Association shall promptly, within ten days after the date hereof, provide the City with a certificate or certificates from the insurer evidencing that such insurance is in force and that such policy or policies are non-cancellable without twenty days advance notice to the City, and, in the event that the Association fails to furnish said certificates to the City, this Agreement shall be terminable at the City's option.  
*Additional Insurance up to \$ 1,000,000.00*
8. Utilities. The Association shall promptly pay when due all charges for telephone, internet and all other utility services provided to the Premises except for electricity and water, which shall be paid by the City.

9. Assignment. The Association may not assign this Agreement or its rights thereunder without the written consent of the City.
10. Alterations. The Association shall make no additions, alterations or structural changes in or on the Premises without the prior written consent of the City.
11. Inspections. The City and its agents shall have the right to enter upon the Premises at all reasonable times with forty eight (48) hours prior notice except in emergency situations when no prior notice is required, to examine the condition thereof or make such repairs, additions or alterations therein as City may deem necessary or to exhibit the same to prospective tenants, purchasers or other persons.
12. Damage or Destruction of Premises. If the Premises are damaged by fire or other casualty at any time during the term of this Agreement or any extension, the Association shall notify the City as soon as possible. Except as provided in paragraph 13 below, the City shall have the option of either repairing and/or rebuilding the Premises or of terminating this Agreement.
13. Termination. Either party may terminate this Agreement by providing the other party with ninety (90) days prior written notice. However, provided that the Association is not in default under this Agreement, if the City terminates this Agreement during the first five (5) year term of this Agreement for reasons other than those set forth in the last sentence of this section, the City shall provide equal or greater space to the Association at another City property. In the event the Association elects to or otherwise dissolves, or for whatever reason, fails to continue to provide the public service it now and in the past has provided, either party may terminate this Agreement.
14. If Agreement/Terms Found Invalid. If any provision of this Agreement is determined to be invalid, unenforceable, or void by a court of competent jurisdiction, the remaining provisions shall remain in effect.
15. When Agreement Effective. This Agreement shall have no effect until 1) the Agreement is approved by the Association, is executed on behalf of the Association by an authorized representative, and the executed Agreement is delivered to the City; and 2) the Agreement is approved by the DeBary City Council and is executed by or on behalf of the City.
16. Indemnity. The Association hereby indemnifies and holds the City and the City's officials, officers, employees, and agents harmless against and from all disputes, claims, injuries, losses, liabilities, obligations, damages and expenses (including reasonable attorneys' fees, experts' fees and litigation costs incurred by the City at all levels) and other adverse matters resulting or arising from or in any way related to the Association's use of the Premises or the Association's obligations under this Agreement. City hereby indemnifies and holds the Association and its officers, employees, and agents harmless against and from all disputes, claims, injuries, losses, liabilities, obligations, damages and expenses (including reasonable attorneys' fees, experts' fees and litigation costs incurred by the Association at all levels and other adverse matters resulting or arising from or in any way related to the City's use of the Premise.

17. Non-Waiver of Sovereign Immunity. Neither this Agreement nor anything contained herein, nor any action taken in accord with this Agreement, nor anything contained in any instrument executed pursuant to the terms of this Agreement, shall constitute or be considered as a waiver by City of its respective sovereign immunity or any other privileges, immunities or defenses afforded by law to the City and its officials, officers, employees and agents.
18. Attorney Fees. In the event of any claim, dispute, or legal proceeding arising out of or relating to this Agreement, each party in such dispute shall be responsible for its own fees and expenses (including, without limitation, costs of investigation, attorneys' fees and litigation expenses) incurred in connection therewith.
19. Recordation. The parties shall not record this Agreement nor a copy or memorandum thereof in the public records of Volusia County, Florida.
20. Successors in Interest. This Agreement shall inure to the benefit of and be binding upon the City and its successors, assigns, licensees, contractors, and consultants. This Agreement shall inure to the benefit of and be binding upon the Association and its successors. However, it shall not benefit assignees of the Association unless the same are approved by the City in writing pursuant to paragraph 9 herein.
21. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to its subject matter. This Agreement supersedes any and all prior agreements, discussions, negotiations, arrangements, or understandings, whether written, oral, or implied, with respect to the subject matter of this Agreement.
22. Modifications and Waiver. Modifications of this Agreement and waivers of rights or obligations herein described are not effective unless in writing and signed by the parties. Failure by a party to object to a breach or to enforce a right or obligation under this Agreement shall not constitute a waiver of such right or obligation.
23. Informed Execution. This Agreement is entered into voluntarily by the City and the Association without duress and after full review, evaluation and consideration by each party. Each party is either represented by counsel or has been afforded an opportunity to retain counsel for review of this Agreement.
24. Captions. The captions or section headings of this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify, or otherwise affect the substance of this Agreement.
25. Applicable Law. This Agreement shall be governed by the laws of the State of Florida without reference to choice of law or conflict of law principles, and venue shall be in Volusia County, Florida.

[SIGNATURES ON FOLLOWING PAGES]

Witnesses

\_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

**THE DEBARY VOLUNTEER FIREMEN'S ASSOCIATION INCORPORATED**

Michael J. Austine  
Signature

Michael J. Austine  
Print Name

President  
Title/Position

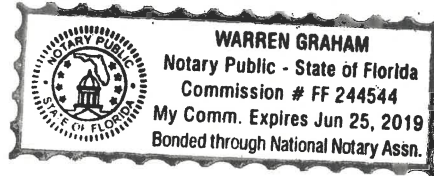
7-20-18  
Date

STATE OF FLORIDA     )  
COUNTY OF Volusia    )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of July, 2018, by Michael Austine, as President of **THE DEBARY VOLUNTEER FIREMEN'S ASSOCIATION, INCORPORATED**, on behalf of the Association. He [is personally known to me] [has produced \_\_\_\_\_ as identification].

[NOTARY SEAL]

Warren Graham  
Notary Public Signature





ATTEST:

By: Warren Graham  
City Clerk

CITY OF DEBARY  
Bob Garcia  
Bob Garcia  
Mayor

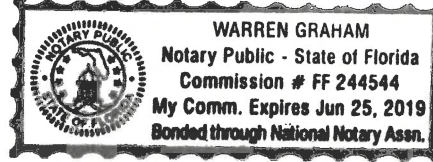
7-11-18  
Date

STATE OF FLORIDA )  
COUNTY OF Volusia )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of July, 2018, by **Bob Garcia**, as **Mayor** of the **CITY OF DEBARY**, a Florida municipal corporation, on behalf of the corporation. He [is personally known to me] [has produced \_\_\_\_\_ as identification].

[NOTARY SEAL]

Warren Graham  
Notary Public Signature





# City Council Meeting City of DeBary AGENDA ITEM

<b>Subject:</b> Federally Funded Sub award and Grant Agreement DR - 4680 - Hurricane Nicole	<b>Attachments:</b> <input type="checkbox"/> Ordinance
<b>From:</b> Elizabeth Bauer, Finance Director	<input type="checkbox"/> Resolution
<b>Meeting Hearing Date</b> August 2, 2023	<input checked="" type="checkbox"/> Supporting Documents/ Contracts
	<input type="checkbox"/> Other

## REQUEST

Finance Director is requesting the Mayor and City Council to approve the Federally Funded Sub award and Grant Agreement for DR – 4680 – Hurricane Nicole.

## PURPOSE

This grant agreement is between the City, as the subrecipient, and State of Florida, Division of Emergency Management (FDEM) and it is required in order for the City to be reimbursed for approved expenditures by FEMA and FDEM.

## CONSIDERATIONS

As a result of Hurricane Nicole, the City incurred expenditures related to preparation and debris removal. Staff is currently working on the paperwork and back-up required by FEMA/FDEM to request reimbursement for approved expenditures. This grant agreement will list Carmen Rosamonda as the Subrecipient Authorized Representative to execute any documents related to this grant so there is a delegation of authority letter for this purpose.

## COST/FUNDING

There is no cost for the agreement to be put in place.

## RECOMMENDATION

It is recommended that the City Council approve the Federally Funded Sub award and Grant Agreement for DR – 4680 – Hurricane Nicole.

## ATTACHMENTS

Federally Funded Sub award and Grant Agreement for DR – 4680 – Hurricane Nicole  
Delegation of Authority Letter

**FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for DR - 4680 - Hurricane Nicole**

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name: DeBary, City of

Subrecipient's unique entity identifier: JEEYPGKY5251

Federal Award Date: Dec 17, 2022

Subaward Period of Performance Start and End Date (Cat A-B): Nov 7, 2022 - June 13, 2023

Subaward Period of Performance Start and End Date (Cat C-G): Nov 7, 2022 - June 13, 2024

Amount of Federal Funds Obligated by this Agreement: N/A

Total Amount of Federal Funds Obligated to the Subrecipient  
by the pass-through entity to include this Agreement: \_\_\_\_\_

Total Amount of the Federal Award committed to the Subrecipient  
by the pass-through entity: \_\_\_\_\_

Federal award project description (see Federal Funding  
Accountability and Transparency Act (FFATA): Grant for communities to respond to and  
recover from major disasters or  
emergencies and for limited mitigation  
measures.

Name of Federal awarding agency: Department of Homeland Security (DHS)  
Federal Emergency Management Agency  
(FEMA)

Name of pass-through entity: Florida Division of Emergency  
Management (FDEM)

Contact information for the pass-through entity: 2555 Shumard Oak Blvd.  
Tallahassee, FL 32399-2100

Assistance Listing Number (Formerly CFDA Number): 97.036

Assistance Listing Program Title (Formerly CFDA program Title): Disaster Grants - Public Assistance (Presidentially  
Declared Disasters)

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and DeBary, City of (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;



C. This Agreement establishes the relationship between the Division and the Subrecipient to allow the Division to pay grant funds to the Subrecipient.

THEREFORE, the Division and the Subrecipient agree to the following:

**(1) APPLICATION OF STATE LAW TO THIS AGREEMENT**

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

**(2) LAWS, RULES, REGULATIONS AND POLICIES**

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied.

**(3) CONTACT**

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Subrecipient performance; and
- ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Name            Jennifer Stallings  
Title            Grant Program Manager  
Bureau of       Recovery  
Address:       Florida Division of Emergency Management  
                     2555 Shumard Oak Blvd.  
                     Tallahassee, FL 32399-2100  
Telephone:     (850) 815-4408  
Email:           Jennifer.Stallings@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: Carmen Rosamonda  
Address: 16 Colomba Rd DeBary, FL 32713  
\_\_\_\_\_

Telephone: 386-601-0218  
Email: CRosamonda@DeBary.org

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

e. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Division's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

**(4) TERMS AND CONDITIONS**

This Agreement contains all the terms and conditions agreed upon by the parties.

**(5) EXECUTION**

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

**(6) MODIFICATION**

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

**(7) SCOPE OF WORK**

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

**(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE**

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

**(9) FUNDING**

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4680 - Hurricane Nicole. Payments to Subrecipients are contingent upon the granting of budget authority to the Division.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not**

**apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.**

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

**(10) PAYMENT**

a. The payment method used by the Division is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

**(11) REPAYMENTS**

a. Refunds or repayments of obligated funds may be paid to the Division through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Division to off-set against other obligated projects where deemed appropriate. In accordance with Chapter 255, Florida Statutes, the Subrecipient has 30 days to repay the funds from the issuance of the invoice from the Division. The Division may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

**(12) RECORDS**

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient

to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

**(13) AUDITS**

- a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.
- b. As required by 2 CFR § 200.337(a), “The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Division], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient’s] personnel for the purpose of interview and discussion related to such documents.” The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).
- c. As required by 2 CFR § 200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient’s personnel for the purpose of interview and discussion related to such documents.

**(14) REPORTS**

- a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Division with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	<b>Reporting Time Period</b>	<b>Subrecipient Report Submittal Deadline</b>
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

- b. The Subrecipient agrees to submit quarterly reports to the Division no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the closeout of each project in the Division’s Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.
- c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by the Division or the Federal awarding agency.

**(15) MONITORING**

a. The Division shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203, that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Division as authorized by 2 CFR § 200.332(a)(2).

**(16) LIABILITY**

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**(17) TERMINATION**

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Division and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

**(18) PROCUREMENT**

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR §§ 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal

funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

#### **(19) ATTACHMENTS**

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Attachment A – Certification Regarding Debarment
- ii. Attachment B – Systems Access Form
- iii. Attachment C – Certification Regarding Lobbying

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUBRECIPIENT:** DeBary, City of

By: \_\_\_\_\_

(Signature)

Name: Carmen Rosamonda

Title: City Manager

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

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

By: \_\_\_\_\_  
Governor's Authorized Representative

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

**Attachment A**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
and VOLUNTARY EXCLUSION**

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
  - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

\_\_\_\_\_  
By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title  
**16 Colomba Road**  
Street Address  
**DeBary, FL, 32713**  
City, State, Zip

\_\_\_\_\_  
Date

**DeBary, City of**  
\_\_\_\_\_  
Subrecipient's Name  
**Z3702**  
\_\_\_\_\_  
DEM Contract Number



## Attachment B

### SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

#### Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to [RPA.Help@em.myflorida.com](mailto:RPA.Help@em.myflorida.com).

The form is divided into twelve blocks; each block must be completed where appropriate.

**Block 1:** "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

**Block 2:** "Primary Contact" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

**Block 3:** "Alternate Contact" – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

**Block 4, 5, and 6:** "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

**Block 7 – 12:** "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

**Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

**SYSTEMS ACCESS FORM (CONTACTS)  
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM  
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

**Subrecipient: DeBary, City of**

<b>Box 1: Authorized Agent (Full Access)</b>	<b>Box 2: Primary Contact (Full Access)</b>
Name Carmen Rosamonda	Name Elizabeth Bauer
Signature	Signature
Organization / Official Position City Manager	Organization / Official Position Finance Director
Mailing Address 16 Colomba Rd	Mailing Address 16 Colomba Rd
City, State, Zip DeBary, FL 32713	City, State, Zip DeBary, FL 32713
Daytime Telephone 386-601-0218	Daytime Telephone 386-601-0227
E-mail Address CRosamonda@DeBary.org	E-mail Address LBauer@DeBary.org
<b>Box 3: Alternate Contact (Full Access)</b>	<b>Box 4: Other-Finance/Point of Contact (Full Access)</b>
Name Wesley Grissom	Name Mike Jones
Signature	Signature
Organization / Official Position Deputy Finance Director	Organization / Official Position Budget & Purchasing Manager
Mailing Address 16 Colomba Rd	Mailing Address 16 Colomba Rd
City, State, Zip DeBary, FL 32713	City, State, Zip DeBary, FL 32713
Daytime Telephone 386-601-0226	Daytime Telephone 386-601-0222
E-mail Address WGrissom@DeBary.org	E-mail Address MJones@DeBary.org
<b>Box 5: Other-Risk Mgmt-Insurance (Full Access)</b>	<b>Box 6: Other-Environmental-Historic (Full Access)</b>
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

\_\_\_\_\_  
**Subrecipient Authorized Representative Signature**

\_\_\_\_\_  
**Date**

**SYSTEMS ACCESS FORM (CONTACTS)  
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM  
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

**Subrecipient: DeBary, City of**

**Date:**

<b>Box 7: Other (Read Only Access)</b>	<b>Box 8: Other (Read Only Access)</b>
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

<b>Box 9: Other (Read Only Access)</b>	<b>Box 10: Other (Read Only Access)</b>
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

<b>Box 11: Other (Read Only Access)</b>	<b>Box 12: Other (Read Only Access)</b>
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

Subrecipient's Fiscal Year (FY) Start: <b>Month:</b>	<b>Day:</b>
Subrecipient's Federal Employer's Identification Number (EIN)	59-3217634
Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management	
Subrecipient's: FIPS Number (If Known)	127-16675-00

**Attachment C**  
**Certification Regarding Lobbying**

**APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient or contractor, DeBary, City of, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Subrecipient/contractor's Authorized Official

Carmen Rosamonda, City Manager

\_\_\_\_\_  
Name and Title of Subrecipient/contractor's Authorized Official

\_\_\_\_\_  
Date

# CITY of DeBARY

www.debary.org

· THE RIVER CITY ·

August 2, 2023

State of Florida  
Division of Emergency Management  
2555 Shumard Oak Blvd.  
Tallahassee, FL 32399-2100

RE: Delegation of Authority  
Hurricane Nicole DR-4680 Agreement Z3702

I, Karen Chasez, Mayor of the City of DeBary, delegate authority to the City Manager, Carmen Rosamonda, to act as the Authorized Agent on my behalf and execute any and all documents regarding Agreement Z3702 with the State of Florida for Hurricane Nicole DR-4680.

The City Charter, Sec. 6.03, details the Powers and Duties of the City Manager.  
City Council approved the Agreement Z3702 at the Council Meeting on August 2, 2023.

---

Karen Chasez, Mayor  
City of DeBary





**City Council Meeting  
City of DeBary  
AGENDA ITEM**

<b>Subject:</b> Ordinance # 07-2023	<b>Attachments:</b> <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
<b>From:</b> Steven E. Bapp, AICP Growth Management Director	
<b>Meeting Hearing Date</b> August 2, 2023	

**REQUEST**

Staff is requesting the City Council approve the second reading of Ordinance # 07-2023, amending the Comprehensive Plan’s Future Land Use Map (FLUM) to change the Future Land Use classification of the parcel addressed as 450 South Charles Richard Beall Boulevard (parcel ID # 900400000110) from Commercial/Retail (C/R) and Industrial/Service (I/S) to exclusively I/S.

**PURPOSE**

To allow for the construction of Florida Public Utilities’ (FPU) “Safety Town”.

**CONSIDERATIONS**

Background

The subject property is located at 450 South Charles Richard Beall Boulevard. The property’s existing land use is an office and warehouse for FPU. The applicant submitted a final site plan application for “Safety Town”, a training facility that would be located on the southern half of the subject property, south of the existing structure. This proposed facility does not conform with the permitted uses of the C/R classification. Due to part of the property’s classification as C/R, of which the location of Safety Town is located within, the final site plan was continued by the Development Review Committee (DRC) on May 2, 2023, pending resolution of the conflict of FLUM designation.

The proposed FLUM amendment was recommended for approval by the DRC on June 6, 2023.

The first reading for Ordinance # 07-2023 took place on July 19, 2023. The first reading was approved.

The proposed FLUM amendment is pending certification by the Volusia Growth Management Commission (VGMC). Pursuant to Florida Statute 163.3187(1), the proposed FLUM amendment would qualify as a small scale Comprehensive Plan amendment. Chapter 90, Article II, Division 2, Section 90-34.1(a)(1) of the Volusia County Code of Ordinances states small scale amendments shall be reviewed by the VGMC via the streamlined review process pursuant to said Section 90-34.1. Small scale amendments can be submitted to the VGMC before or after adoption by the City.

## Comprehensive Plan Compatibility

All FLUM amendments are reviewed against the goals, objectives, and policies of the City's Comprehensive Plan. During staff's review of the proposed amendment, two potential compatibility issues were discussed:

1. *Potential impact on the Transit Oriented Development (TOD) Overlay District.* As shown on the attached maps, the subject property is adjacent to the City's TOD Overlay District and is approximately 1,000 feet away from the upcoming DeBary Main Street. Policy 3.204 requires the City to provide for high quality mixed uses in appropriate locations to support downtown redevelopment. Due to the subject property's adjacency with the TOD Overlay District and close proximity to DeBary Main Street, consideration was given as to whether this FLUM amendment would conflict with Policy 3.204. In addition, Policy 5.107 requires the City to consider the potential impact of development related programs in the area surrounding the TOD Overlay District on the TOD Overlay District itself. Therefore, consideration was given to the impact the FLUM amendment could have on the TOD Overlay District. Policy 5.404(c)(3) states areas on the periphery of lands in the I/S classification can be considered to help ease the transition to non-industrial areas. **When this policy is considered, the subject property could be used to ease the transition from the City's industrial areas to the TOD Overlay District, so long as the use of the property facilitates that transition. This requirement would be enforced during the final site plan review process.**
2. *Impact on community appearance, quality of design, orderly pattern of development, and compatibility with the development of nearby areas.* Policy 5.505(d) requires the City, regarding the approval of a development, to consider reasonableness of the development vis-à-vis good design, orderly pattern of development, and compatibility with the development of nearby areas. **With appropriate mitigation efforts, such as adequate screening, the proposed FLUM amendment should not have a negative impact on the appearance of the overall community. With respect to quality of design, pattern of development, and compatibility, the language of Policy 5.404(c)(3) regarding the transition from industrial to non-industrial areas should alleviate any issues related to those elements, so long as the use of the property facilitates that transition. This requirement would be enforced during the final site plan review process.**

## Community Planning Act

The State of Florida's Community Planning Act (Title XI, Chapter 163, Part II, Sections 3161 to 3217) provides for the requirements of a Comprehensive Plan. Section 3177(6)(a) provides for the requirement of a future land use plan element designating proposed future general distribution, location, and extent of the various uses of land in a municipality, as well as the approximate acreage and general range of density or intensity of use. Section 3177(6)(a)8 requires certain analyses to be performed by the City when evaluating a FLUM amendment:

- a. *An analysis of the availability of facilities and services;*
- b. *An analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site; and*

- c. *An analysis of the minimum amount of land needed to achieve the goals and requirements of this section.*

**During the course of staff's review, these analyses have all been performed. No issues were discovered aside from those discussed in this report.**

Section 3177(6)(a)9 requires future land use element amendments to discourage the proliferation of urban sprawl and provides for indicators of FLUM amendments that do not discourage urban sprawl and those that do. Section 3164(52) defines urban sprawl as "...a development pattern characterized by low density, automobile-dependent development with either a single use or multiple uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner, and failing to provide a clear separation between urban and rural uses." **During the course of staff's review, it has been determined the proposed FLUM amendment does not fail to discourage urban sprawl and that it discourages urban sprawl.**

#### **COST/FUNDING**

None.

#### **RECOMMENDATION**

It is recommended the City Council: Upon second reading, approve Ordinance # 07-2023, the proposed FLUM amendment of the subject property from C/R and I/S to exclusively I/S.

#### **IMPLEMENTATION**

If the VGMC certifies the proposed FLUM amendment, the amendment would become effective 31 days after adoption by the City Council, pursuant to Florida Statute 163.3187(5)(c). The amendment may be challenged within 30 days after adoption, in which case it would not become effective until the State Land Planning Agency/Administration Commission issues a final order allowing the amendment. Upon becoming effective, Staff will update the Future Land Use Map in accordance with the amendment.

#### **ATTACHMENTS**

- Ordinance # 07-2023
- Future Land Use Map – Current
- Future Land Use Map – Proposed



07-2023

**AN ORDINANCE OF THE CITY COUNCIL OF DEBARY, FLORIDA, AMENDING THE CITY'S COMPREHENSIVE PLAN FUTURE LAND USE MAP (FLUM); CHANGING THE FUTURE LAND USE DESIGNATION OF A PARCEL OF LAND BEING APPROXIMATELY 4.24 +/- ACRES, LOCATED AT 450 S. CHARLES R. BEALL BLVD. WHICH IS ADJACENT TO AND WEST OF U.S. HIGHWAY 17/92 (S. CHARLES R. BEALL BLVD.), EAST OF SHELL ROAD, SOUTH OF BENSON JUNCTION ROAD AND NORTH OF FORT FLORIDA ROAD, HAVING VOLUSIA COUNTY TAX PARCEL IDENTIFICATION NUMBER 9004-00-00-0110, AMENDING SUCH DESIGNATION FROM (I/S) INDUSTRIAL/SERVICE AND C/R (COMMERCIAL/RETAIL) TO (I/S) INDUSTRIAL/SERVICE; PROVIDING FOR TRANSMITTAL, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of DeBary has adopted a Comprehensive Plan (including a Future Land Use Element and Future Land Use Map) in accordance with Chapter 163, Part II, Florida Statutes governing the use, growth and development of property within the City's jurisdiction; and

**WHEREAS**, Florida Public Utilities Co. as the applicant and fee simple owner of that certain real property generally described as approximately 4.24 +/- acres in size and having a Volusia County Tax Parcel Identification Number 9004-00-00-0110, and legally described in **Attachment "A"** (the "Property") has petitioned the City to amend the City of DeBary Comprehensive Plan to change the Future Land Use classification of the Property from Commercial/Retail (C/R) and Industrial/Service (I/S) to Industrial/Service (I/S); and

**WHEREAS**, there is a desire for the Property to have a single future land use map designation of Industrial/Service (I/S) instead of two different future land use map designations; and

**WHEREAS**, the comprehensive plan amendment adopted by this Ordinance is internally consistent with the City of DeBary Comprehensive Plan and its goals, policies and objectives and is in compliance as defined by the applicable provisions of Chapter 163, Florida Statutes; and

**WHEREAS**, the City Council, sitting as the local planning agency and as the local governing body, held the required public hearings after due notice to consider the proposed future land use map amendment set forth herein, and has determined the requested comprehensive plan amendment to be appropriate and in the best interest of the public welfare.

**IT IS HEREBY ORDAINED BY THE CITY OF DEBARY AS FOLLOWS:**

**SECTION 1.** *FLUM Amendment.* The City of DeBary hereby amends the Future Land Use Map of the City of DeBary Comprehensive Plan by designating the Property described in **Attachment "A"** from Commercial/Retail (C/R) and Industrial/Service (I/S) to Industrial/Service (I/S). See

**Attachment “B”** to this Ordinance for a graphical depiction of the Property.

**SECTION 2. Severability.** If any portion of this Ordinance is finally determined by a court of competent jurisdiction to be invalid, unconstitutional, unenforceable or void, the balance of the Ordinance shall continue in full force and effect.

**SECTION 3: Conflicts.** In the event of a conflict or conflicts between this Ordinance and any other ordinances or part thereof, this Ordinance controls to the extent of the conflict.

**SECTION 4. Effective Date.** This Ordinance shall become effective 31 days after its adoption if no timely challenge is filed. If timely challenged, this Ordinance shall become effective as provided in the applicable provisions of Chapter 163, Part II, Florida Statutes.

**FIRST READING AND PUBLIC HEARING:** \_\_\_\_\_, 2023.

**SECOND READING AND PUBLIC HEARING:** \_\_\_\_\_, 2023.

**ADOPTED BY** the City Council of the City of DeBary, Florida this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY COUNCIL  
CITY OF DEBARY, FLORIDA

By: \_\_\_\_\_  
Karen Chasez, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Annette Hatch, City Clerk

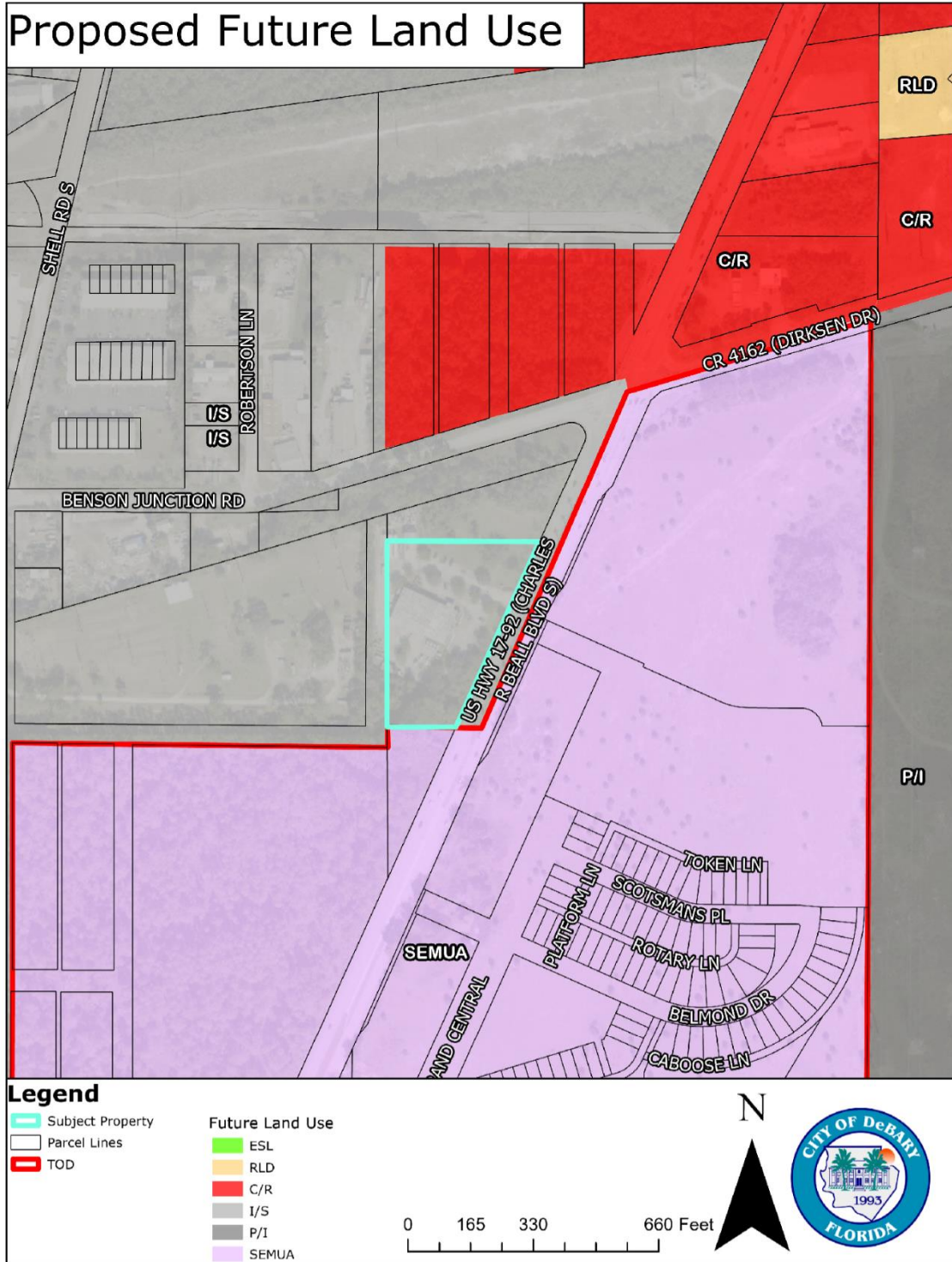
**ATTACHMENT "A"**

**DESCRIPTION:**

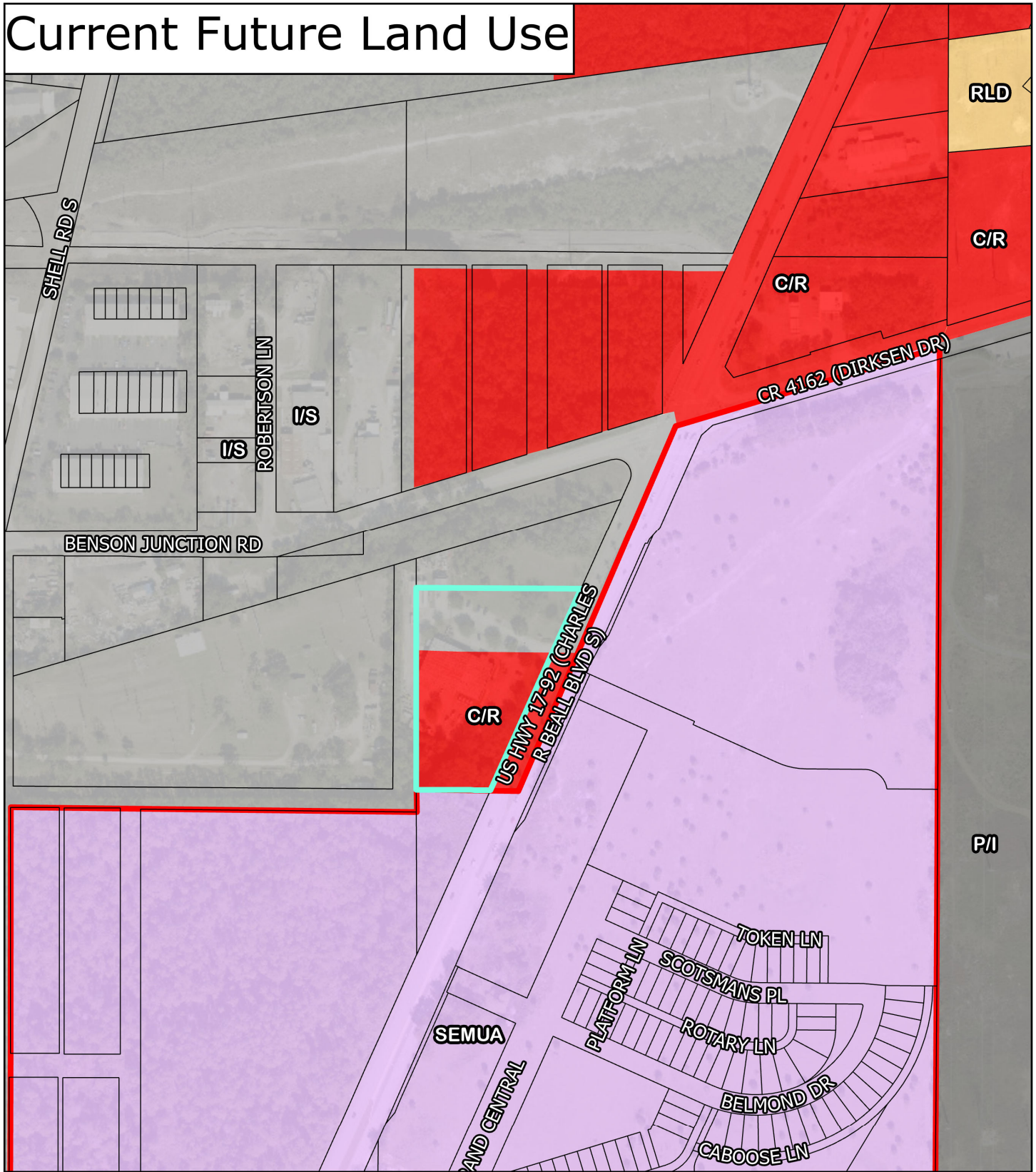
4-19-30 E 1/2 OF SE 1/4 W OF US HWY 17-92 & S OF RR EXC N 80 FT ON W/L & EXC S  
514.71 FT O

ATTACHMENT "B"










FUTURE LAND USE MAP



# Current Future Land Use



## Legend

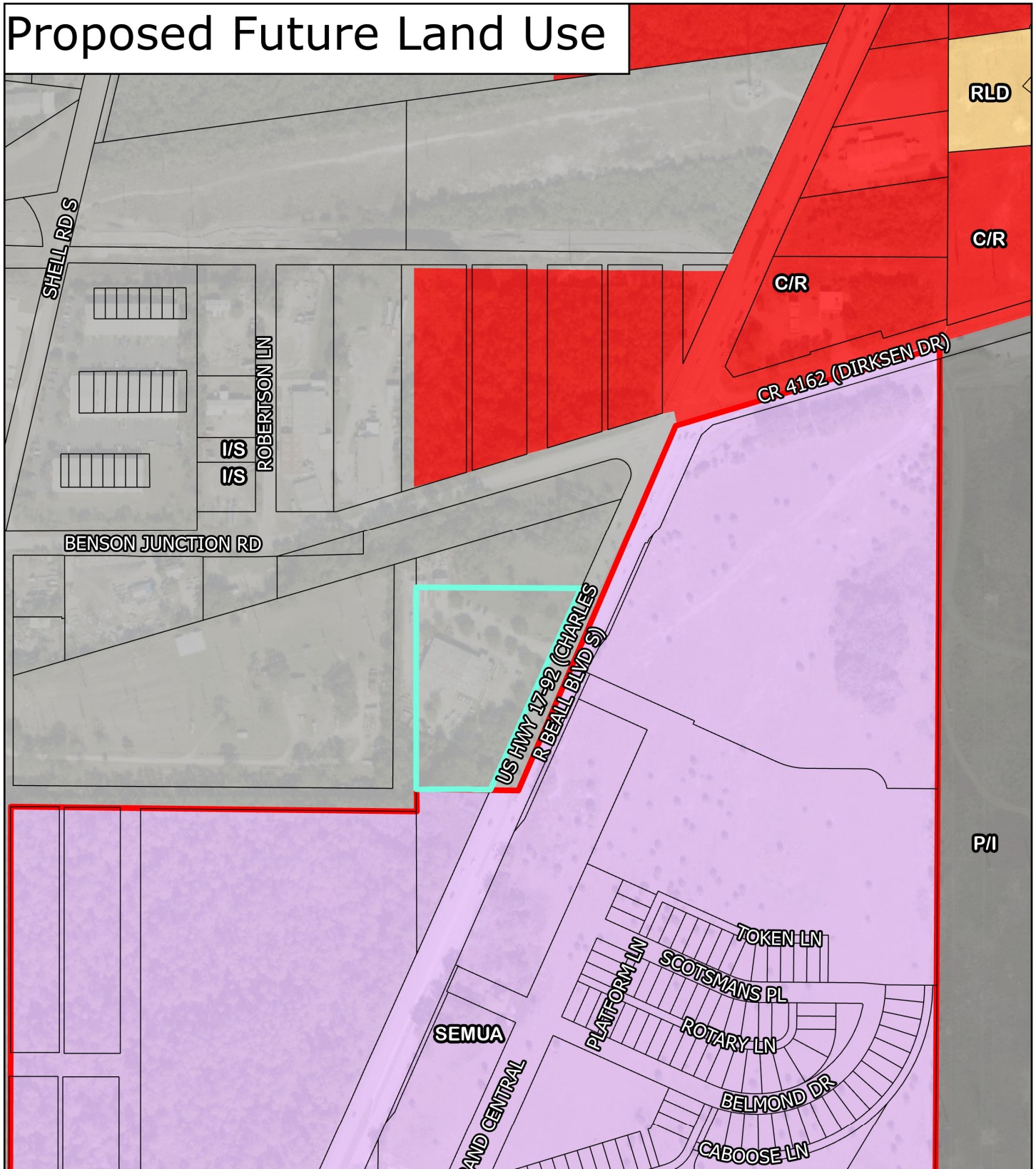
- |  |   |
|--|---|
|  Subject Property | <b>Future Land Use</b>  |
|  Parcel Lines     |  ESL   |
|  TOD              |  RLD   |
|  |  C/R   |
|  |  I/S   |
|  |  P/I   |
|  |  SEMUA |

0 165 330 660 Feet














# Proposed Future Land Use



## Legend

- |  |   |
|--|---|
|  Subject Property | <b>Future Land Use</b>  |
|  Parcel Lines     |  ESL   |
|  TOD              |  RLD   |
|  |  C/R   |
|  |  I/S   |
|  |  P/I   |
|  |  SEMUA |

0 165 330 660 Feet





**City Council Meeting  
City of DeBary  
AGENDA ITEM**

<b>Subject:</b> Ordinance # 08-2023	<b>Attachments:</b> <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
<b>From:</b> Steven E. Bapp, AICP Growth Management Director	
<b>Meeting Hearing Date</b> August 2, 2023	

**REQUEST**

Staff is requesting the City Council approve the second reading of Ordinance # 08-2023, amending the Zoning Map to rezone the parcel addressed as 450 South Charles Richard Beall Boulevard (parcel ID # 900400000110) from Shopping Center (B-3) and Light Industrial (I-1) to exclusively I-1. (Quasi-judicial)

**PURPOSE**

To allow for the construction of Florida Public Utilities’ (FPU) “Safety Town”.

**CONSIDERATIONS**

Background

The subject property is located at 450 South Charles Richard Beall Boulevard. The property’s existing land use is an office and warehouse for FPU. The applicant submitted a final site plan application for “Safety Town”, a training facility that would be located on the southern half of the subject property, south of the existing structure. The subject property has split zoning: most of the property is zoned I-1, while a roughly 60-foot wide section adjacent to the southern boundary of the property is zoned B-3.

Pursuant to Land Development Code (LDC) Chapter 3, Article III, Division 1, Section 3-41(10)a, where zoning boundaries split existing parcels, the minimum yard and other requirements of the respective zoning classifications shall be measured from the aforementioned classification boundary. The proposed Safety Town would be in the B-3 section of the subject property, encroaching upon these setbacks. The current use of the property and the proposed Safety Town do not conform to the permitted uses of the B-3 classification pursuant to LDC Chapter 3, Article III, Division 3, Section 3-101(b) and (c). Therefore, the existing use is non-conforming with the LDC.

Due to the prohibition of expanding nonconforming uses prescribed in LDC Chapter 1, Section 1-12(c)(2), the final site plan was continued by the Development Review Committee (DRC) on May 2, 2023, pending resolution of the conflict of zoning.

The proposed Zoning Map amendment was recommended for approval by the DRC on June 6, 2023.

The first reading for Ordinance # 08-2023 took place on July 19, 2023. The first reading was approved.

### Comprehensive Plan Compatibility

The proposed Zoning Map amendment is being processed concurrently with an application for a Comprehensive Plan Future Land Use Map (FLUM) Amendment. Please see the staff report for Ordinance # 07-2023 for more information.

### Criteria for Rezoning

Proposed amendments to the Zoning Map are required to be reviewed in accordance with the following criteria pursuant to LDC Chapter 1, Section 1-6(b):

- (1) *The proposal shall be consistent with the Comprehensive Plan, including proposed uses and intensity or density of use.* The subject property's Future Land Use classification is Commercial/Retail (C/R) and Industrial/Service (I/S). The aforementioned FLUM amendment application would amend the FLUM to change the subject property's classification to exclusively I/S. **Please see the staff report for Ordinance # 07-2023 for an analysis on the proposed FLUM amendment.**
- (2) *The establishment, maintenance, or operation of the uses permitted by the proposed rezoning shall not be detrimental to or endanger the public health, safety, or general welfare.* The establishment, maintenance, and operation of some of the uses permitted in the I-1 classification could be detrimental to the public health, safety, or general welfare. Such undesirable uses include adult bookstores and theaters, vehicle manufacturing, bottling and distribution plants, moving and storage companies, vehicular storage, and general manufacturing. Comprehensive Plan Policy 3.204 requires the City to provide for high quality mixed uses in appropriate locations to support downtown redevelopment. In addition, Policy 5.107 requires the City to consider the potential impact of development related programs in the area surrounding the Transit Oriented Development (TOD) Overlay District on the TOD Overlay District itself. Therefore, consideration was given to the impact the Zoning Map amendment could have on the TOD Overlay District. These policies also apply to any development orders issued by the City. **Therefore, the subject property should not receive any development orders that would amount to a violation of these policies, regardless of the zoning classification.**
- (3) *The uses permitted by the proposed rezoning shall not impede the normal and orderly development and improvement of surrounding properties for uses permitted in the district and shall be consistent with the character of the immediate neighborhood.* As discussed above in relation to the previous criterion, the establishment, maintenance, and operation of certain uses permitted in the I-1 classification could be undesirable in this particular area, due to the adjacency the property shares with the TOD Overlay District. **Therefore, the subject property should not receive any development orders that would amount to a violation of Policies 3.204 and 5.107.**
- (4) *The establishment, maintenance, or operation of the uses permitted by the proposed rezoning shall be supported by adequate infrastructure or provisions shall be made to ensure that infrastructure is adequate when needed to serve the development.* **The addition of Safety Town should not create**



a need for improvements to public facility capacity. Certain other uses permitted in the I-1 classification could potentially require such improvements. Those improvements would be addressed during the final site plan review process.

**COST/FUNDING**

None.

**RECOMMENDATION**

It is recommended the City Council: Upon second reading, approve Ordinance # 08-2023, proposed Zoning Map amendment to rezone the subject property from B-3 and I-1 to exclusively I-1.

**IMPLEMENTATION**

When the corresponding FLUM amendment becomes effective, Staff will update the Zoning Map in accordance with the proposed Zoning Map amendment.

**ATTACHMENTS**

- Ordinance # 08-2023
- Zoning Map – Current
- Zoning Map – Proposed

**ORDINANCE 08-2023**

**AN ORDINANCE OF THE CITY COUNCIL OF DEBARY, FLORIDA, AMENDING THE CITY'S ZONING MAP TO REZONE A PARCEL OF LAND BEING APPROXIMATELY 4.24 +/- ACRES, LOCATED AT 450 S. CHARLES R. BEALL BLVD. WHICH IS ADJACENT TO AND WEST OF U.S. HIGHWAY 17/92 (S. CHARLES R. BEALL BLVD), EAST OF SHELL ROAD, SOUTH OF BENSON JUNCTION ROAD AND NORTH OF FORT FLORIDA ROAD, HAVING VOLUSIA COUNTY TAX PARCEL IDENTIFICATION NUMBER 9004-00-00-0110, FROM I-1 (LIGHT INDUSTRIAL) AND B-3 (SHOPPING CENTER) ZONING DESIGNATIONS TO I-1 (LIGHT INDUSTRIAL) ZONING DESIGNATION; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

**WHEREAS**, Florida Public Utilities Co. as the applicant and fee simple owner of that certain real property generally described as approximately 4.24 +/- acres in size and having a Volusia County Tax Parcel Identification Number 9004-00-00-0110, and legally described in **Attachment "A"** (the "Property") has petitioned the City to rezone the Property from I-1 (Light Industrial) and B-3 (General Office) zoning designation to I-1 (Light Industrial) zoning designation; and

**WHEREAS**, there is a desire for the Property to have a single zoning designation of I-1 (Light Industrial) instead of two different zoning designations; and

**WHEREAS**, this Ordinance has been advertised and noticed in accordance with the requirements of state law and Section 1-10 of the City of DeBary Land Development Code; and

**WHEREAS**, the City Council, sitting as the local planning agency and as the local governing body, held the required public hearings after due notice to consider the proposed rezoning set forth herein; and

**WHEREAS**, based upon competent, substantial evidence presented in the record, this Ordinance meets the requirements for rezoning pursuant to Section 1-6, City of DeBary Land Development Code and Comprehensive Plan Policy 5.505 and is consistent with the City of DeBary Comprehensive Plan.

**NOW THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF DEBARY AS FOLLOWS:**

**SECTION 1.** *Recitals.* The City Council finds that the above recitals are true and correct.

**SECTION 2.** *Rezoning Approved.* The City of DeBary hereby approves the requested rezoning and amends the Zoning Map of the City of DeBary by re-designating the Property described in **Attachment "A"** from I-1 (Light Industrial) and B-3 (General Office) zoning designation to I-1 (Light Industrial). See **Attachment "B"** to this Ordinance for a graphical depiction of the Property.

**SECTION 2.** *Zoning Map.* The City Growth Management Director is hereby authorized and directed to amend the Official DeBary Zoning Map in accordance with the provisions of this Ordinance.

**SECTION 3.** *Severability.* If any portion of this Ordinance is finally determined by a court of competent jurisdiction to be invalid, unconstitutional, unenforceable or void, the balance of the Ordinance shall continue in full force and effect.

**SECTION 4:** *Conflicts.* In the event of a conflict or conflicts between this Ordinance and any other ordinances or part thereof, this Ordinance controls to the extent of the conflict.

**SECTION 5.** *Effective Date.* This Ordinance shall become effective simultaneously upon the effective date of Ordinance 07-2023, which is an amendment to the Future Land Use Map of the City of DeBary Comprehensive Plan that allows the property described herein to be zoned as provided in this Ordinance.

**FIRST READING AND PUBLIC HEARING:** \_\_\_\_\_, 2023.

**SECOND READING AND PUBLIC HEARING:** \_\_\_\_\_, 2023.

**ADOPTED BY** the City Council of the City of DeBary, Florida this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY COUNCIL  
CITY OF DEBARY, FLORIDA

By: \_\_\_\_\_  
Karen Chasez, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Annette Hatch, City Clerk

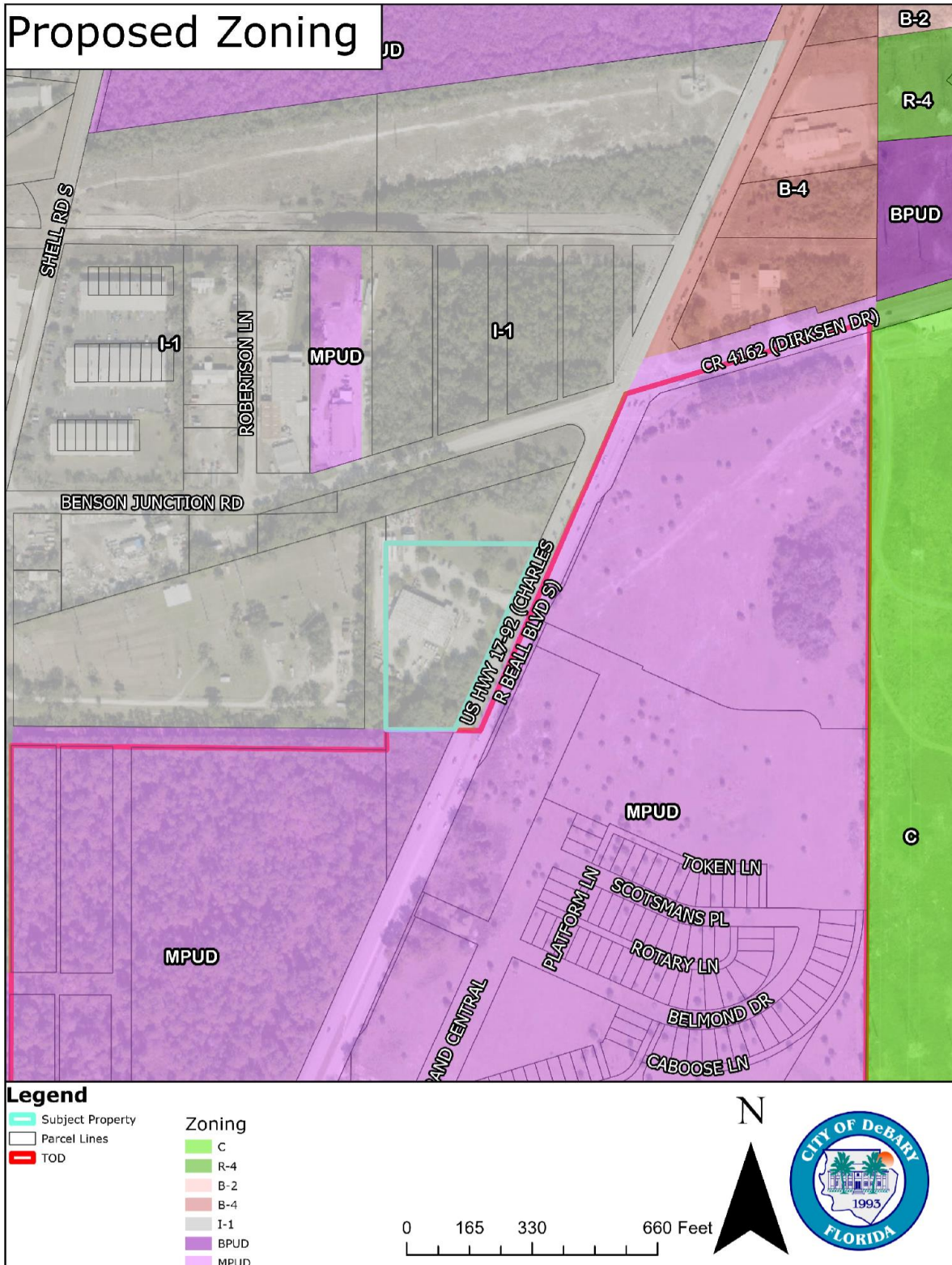
**ATTACHMENT "A"**

DESCRIPTION:

4-19-30 E 1/2 OF SE 1/4 W OF US HWY 17-92 & S OF RR EXC N 80 FT ON W/L & EXC S  
514.71 FT O

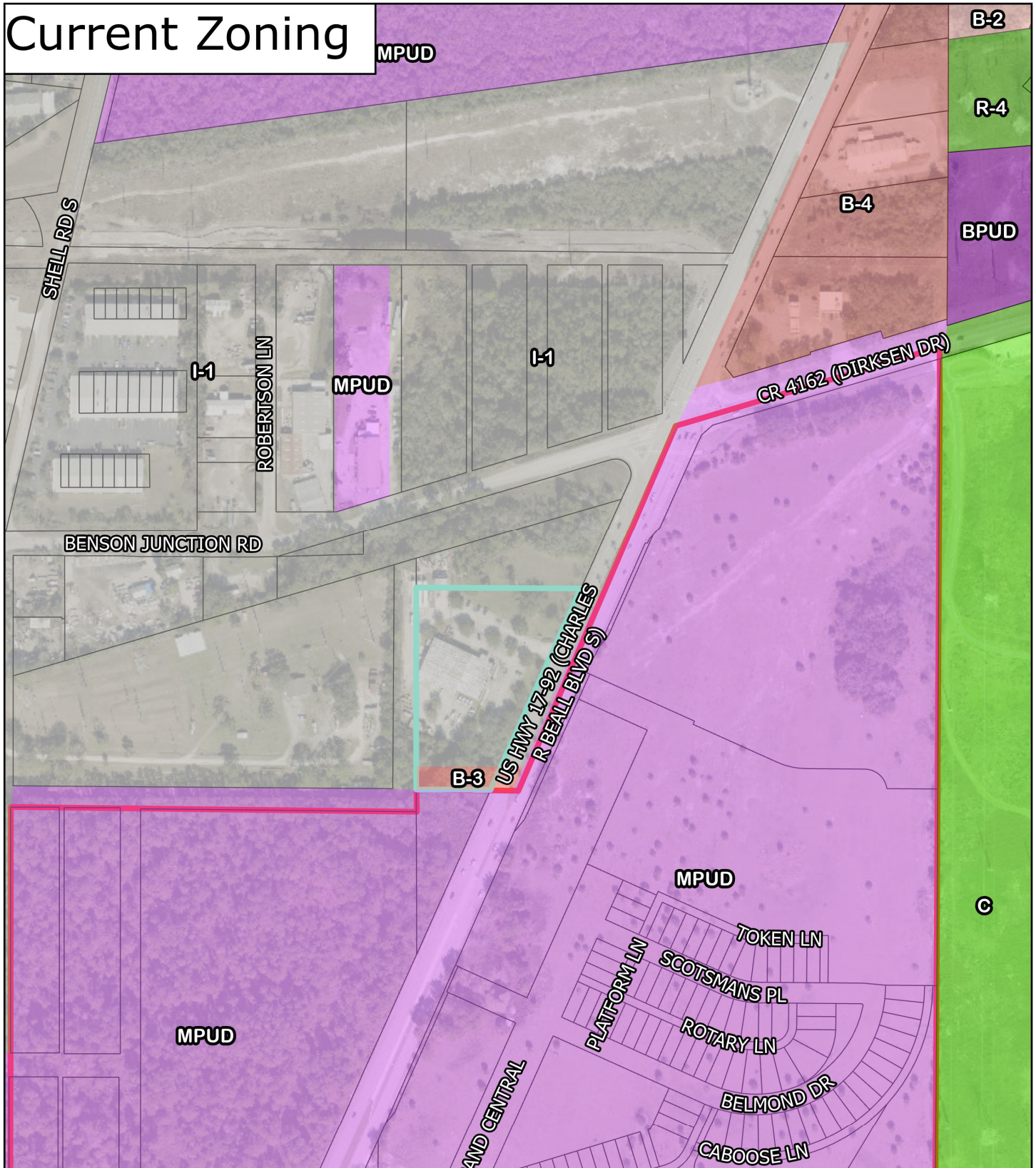
ATTACHMENT "B"

ZONING MAP





# Current Zoning



## Legend

- Subject Property
- Parcel Lines
- TOD

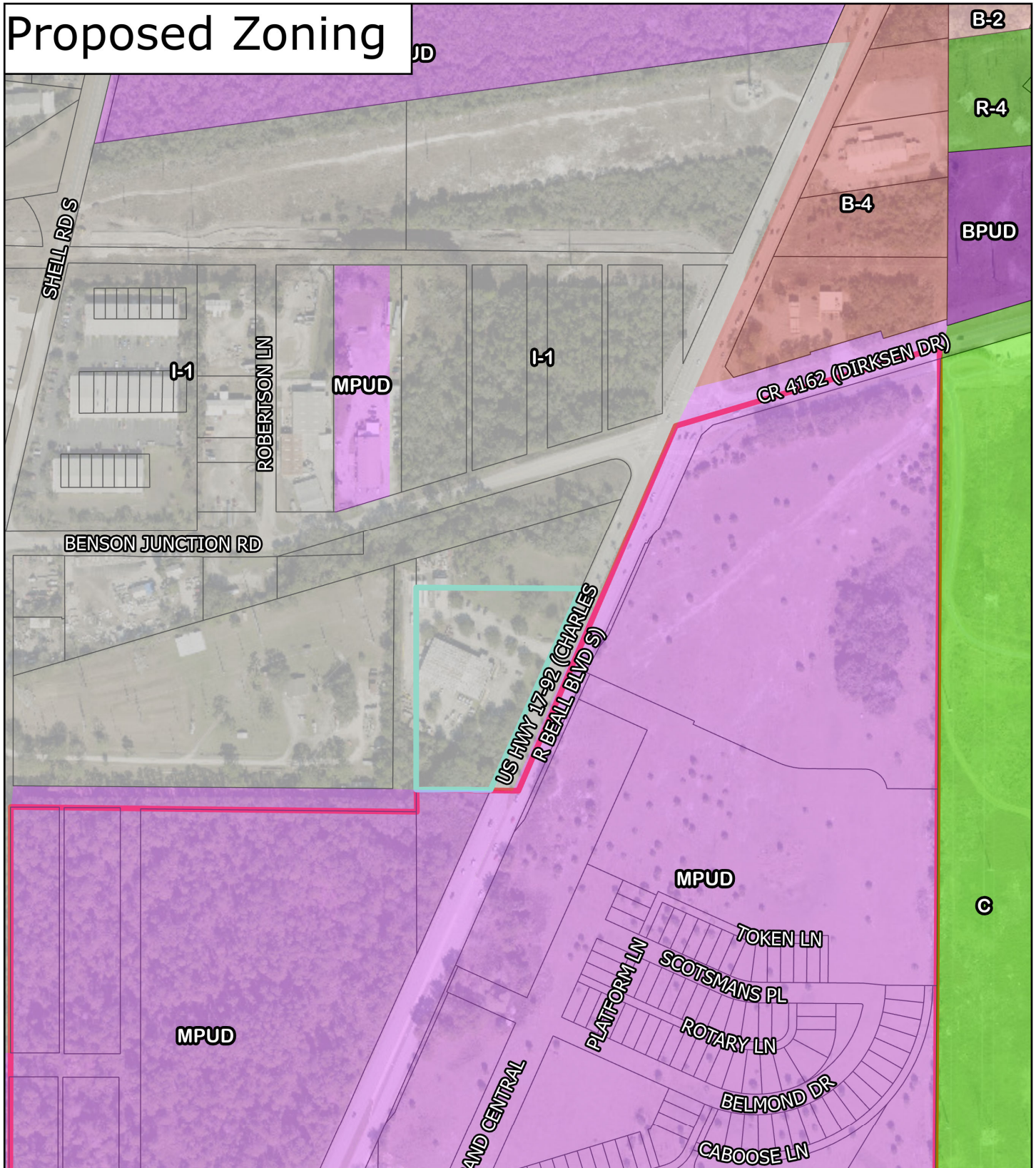
- Zoning**
- C
  - R-4
  - B-2
  - B-3
  - B-4
  - I-1
  - BPUD
  - MPUD

0 165 330 660 Feet





# Proposed Zoning

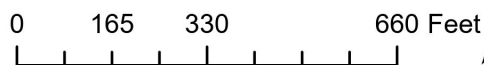


## Legend

- Subject Property
- Parcel Lines
- TOD

### Zoning

- C
- R-4
- B-2
- B-4
- I-1
- BPUD
- MPUD





# City Council Meeting City of DeBary AGENDA ITEM

<b>Subject:</b> Ordinance # 09-2023	<b>Attachments:</b> <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
<b>From:</b> Steven E. Bapp, AICP Growth Management Director	
<b>Meeting Hearing Date</b> August 2, 2023	

### REQUEST

Staff is requesting the City Council approve the first reading of Ordinance # 09-2023, amending the Development Agreement (DA) of the DeBary Town Park Transit Oriented Development (TOD) Project to add certain waivers to Exhibit “C”, with a proposed amendment by staff. (Quasi-judicial)

### PURPOSE

The purpose is to add two waivers to Exhibit “C” of the Development Agreement.

### CONSIDERATIONS

#### Background

The DeBary Town Park TOD Project was first approved by the City Council as a Sketch Plan on April 6, 2022. On October 19, 2022, the City Council adopted Ordinance # 12-2022, approving the DA for the DeBary Town Park TOD Project. Exhibit “C” of the adopted DA provided for a list of waivers from Land Development Code (LDC) Chapter 5, Article VI (i.e., the TOD regulations). With the requested waivers approved, a development order (DO) for the overall development plan (ODP) was signed by the City Manager on October 20, 2022. The executed DO permitted the applicant to submit a preliminary plat and construction plan (PPR) for the project.

The PPR was first discussed by the Development Review Committee (DRC) on November 17, 2022. The PPR was continued due to various outstanding comments, some of which were in regard to the streetscape requirements of LDC Chapter 5, Article VI, Section 5-132(c)(1). Specifically, Section 5-132(c)(1)c.1 and 5-132(c)(1d.1 require TOD pedestrian priority streets and local streets, respectively, to contain a street tree/furniture zone located adjacent to the curb. The PPR was discussed again at the April 4, 2023 DRC meeting, at which it was again continued, in part due to the aforementioned streetscape requirements not being met on the submitted plans.

#### Requested Waivers

The applicant is requesting two additional waivers be granted from the TOD regulations:



1. Section 5-132(c)(1)c.1 – The applicant is requesting to invert the sections of the sidewalk clear zone and the street tree/furniture zone. In addition, the six-foot-wide concrete with tree pit street tree/furniture zone would be replaced by grass plantings with trees.

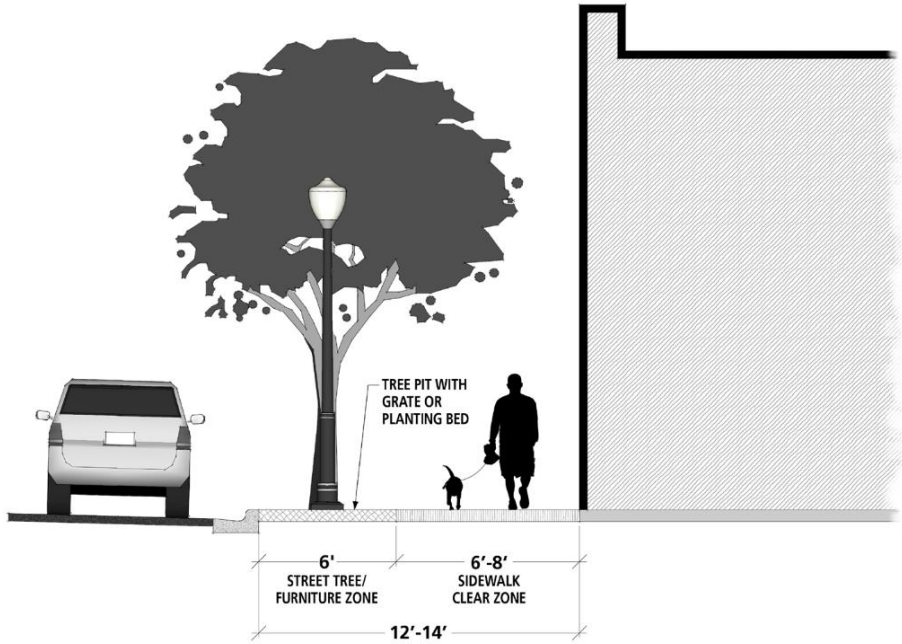


Figure 1 ILDC Requirement

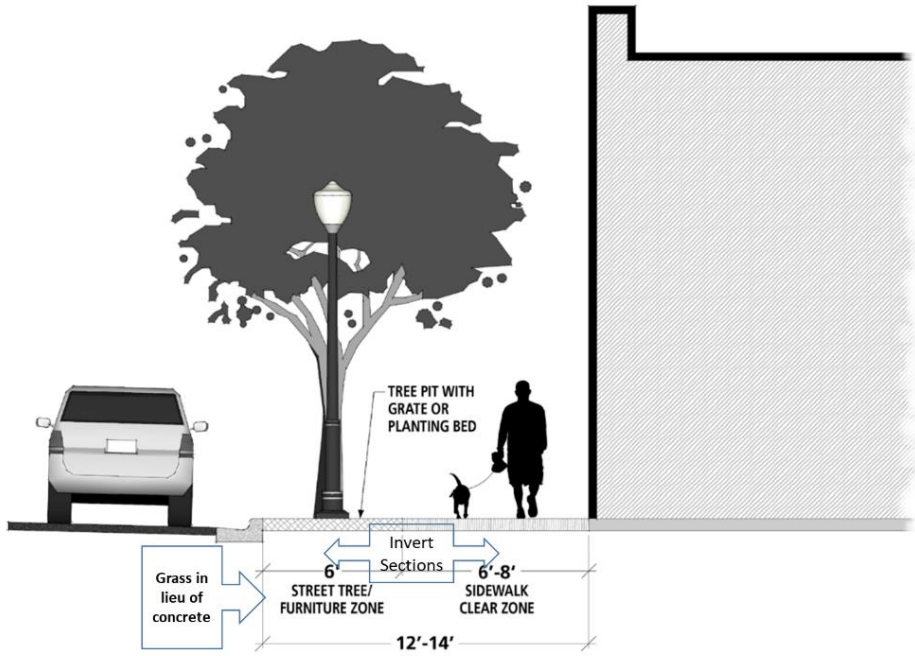


Figure 2 Waiver Request

- Section 5-132(c)(1)d.1 – The applicant is requesting to invert the sections of the sidewalk clear zone and the street tree/furniture zone. In addition, the applicant is also requesting the six-foot-wide concrete with tree pit street tree/furniture zone would be replaced by grass plantings with trees.

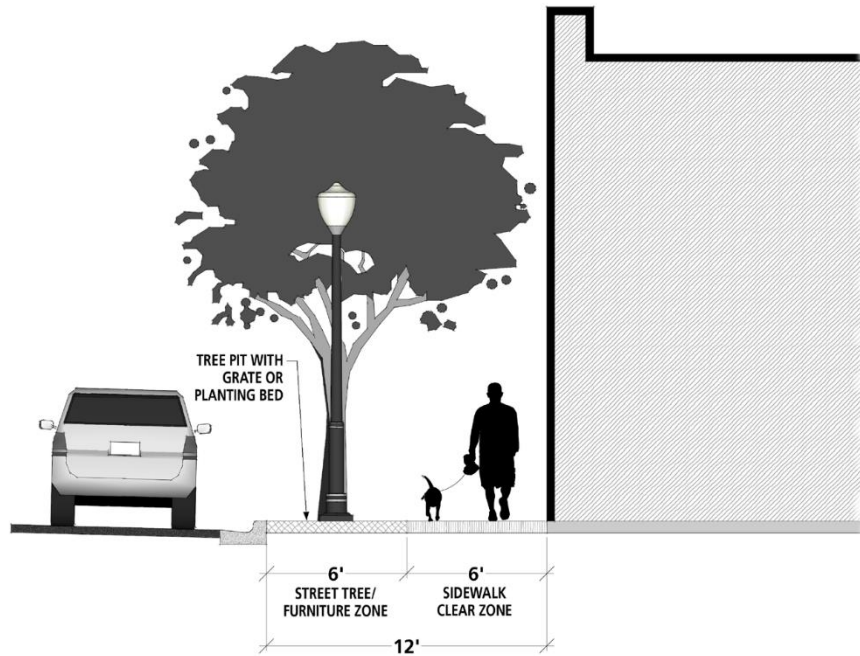


Figure 3 LDC Requirement

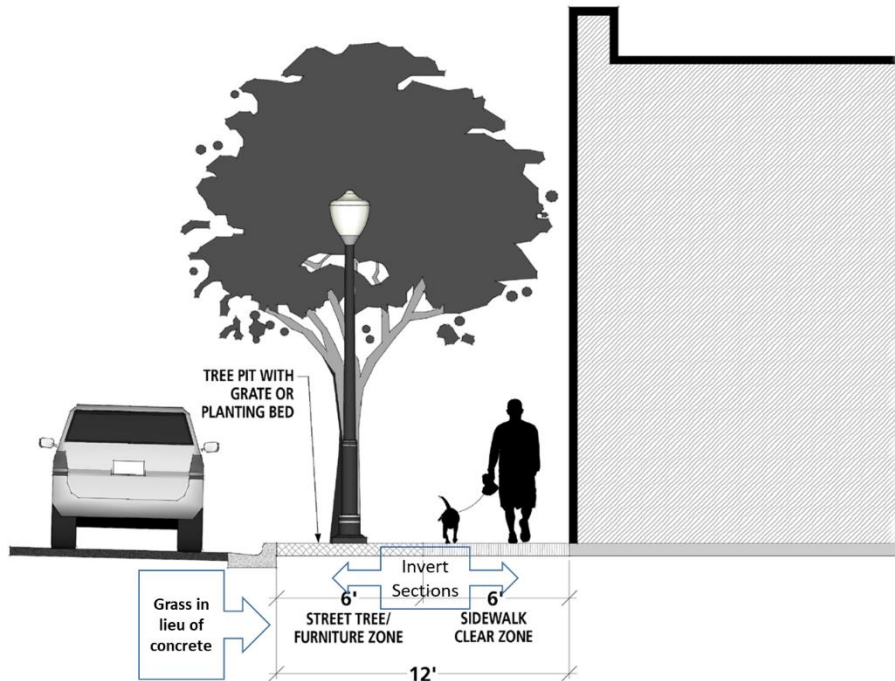


Figure 4 Waiver Request

## Purpose and Intent of TOD Circulation, Connection, and Streetscape Standards

LDC Chapter 5, Article VI, Section 5-132(a) describes the purpose and intent of the TOD's circulation, connection, and streetscape standards. Developments in the TOD should meet the intent described therein. While it is implied that any development that strictly follows the TOD regulations meets the intent of it, requests for waivers should be scrutinized against the purpose and intent of the TOD regulations to ensure the proposed project meets the general intent of the TOD.

(1) *Ensure that site design promotes efficient pedestrian and vehicle circulation patterns. **Pedestrian and vehicle circulation pattern efficiency could be impacted by the granting of the requested waivers. For the two pedestrian priority streets that connect Main Street and U.S. Highway 17/92 (see attached map), a six-foot sidewalk limits efficient pedestrian circulation from U.S. Highway 17/92 to Main Street and vice-versa. The intent of the TOD regulations could be better met by increasing the minimum sidewalk width of the pedestrian priority streets connecting U.S. Highway 17/92 and Main Street to eight feet rather than six.***

(2) *Ensure the creation of a high-quality street and sidewalk environment that is supportive of pedestrian and transit mobility and that is appropriate to the roadway context. There are two different roadway contexts in these proposed waivers:*

i. Pedestrian priority streets serve as primary pedestrian routes outside the TOD Core leading directly to the TOD Core. They connect to neighborhoods, trails, parks, and other public facilities. They are generally appropriate for neighborhood commercial, multifamily, and single-family residential developments. The three pedestrian priority streets (see attached map) lead directly to Main Street, with two of them having ingress and egress off of U.S. Highway 17/92. All three streets primarily serve townhomes and single-family lots with two of them having adjacency with retail tracts. **The waiver for permitting the sidewalk/clear zone to be adjacent to the curb would not violate the intent of the regulations. Granting the requested waivers for the pedestrian priority street that connects Main Street to a local street (see attached map) would not violate the intent of this section.**

ii. Local streets serve as secondary routes within the transitional area making up the rest of the street network. Pedestrian accommodation is still prioritized and is most appropriate for commercial and business park developments. The local streets contained within the proposed project only serve residential uses. **Therefore, the granting of the requested waivers for the local streets would not violate the intent of Section 5-132(a)(2).**

(3) *Provide a convenient, safe, and pleasant pedestrian system appropriate for people of all ages and abilities. **Convenience, safety, and pleasantness would not be negatively impacted by the granting of the requested waivers.***

(4) *Ensure that trees, sidewalks, and buildings, three of the major elements that make up a streetscape, are arranged in a manner that supports the creation of a safe, human-scaled, and well-defined*

*roadway environment. The granting of the requested waivers would be able to support the creation of a safe, human-scaled, and well-defined roadway environment.*

- (5) *Ensure that there are multiple travel route options for all transportation modes in and around the TOD Overlay District. The granting of the requested waivers would still ensure that there are multiple travel route options for all transportation modes in and around the TOD.*
- (6) *Ensure that vehicular parking is accommodated in a manner that enriches and supports, rather than diminishes, the pedestrian environment, and that does not create a barrier between the pedestrian environment and the buildings. The granting of the requested waivers does not affect parking.*
- (7) *Ensure that sites are developed in a manner that supports and encourages connectivity for all modes of travel and that new and existing development, pedestrian and bicycle paths, and open spaces complement and link to one another. The granting of the requested waivers does not negatively impact connectivity.*
- (8) *Connectivity to other areas outside the TOD Overlay District. The granting of the requested waivers does not negatively impact the proposed project's ability to connect to areas outside of the TOD.*

#### Comprehensive Plan Compatibility

The proposed project is located within the Southeast Mixed Use Area (SEMUA) and the TOD Overlay District. Developments located within this Future Land Use Map (FLUM) classification are subject to the use and development policies prescribed in Policy 5.406(a). As the proposed project is located within the TOD Overlay District, it is specifically regulated by Policy 5.406(a)(4). **The proposed waivers do not conflict with the Comprehensive Plan.**

#### COST/FUNDING

None.

#### RECOMMENDATION

It is recommended the City Council approve on first reading Ordinance # 09-2023.

#### IMPLEMENTATION

Upon approval, Staff will advertise the second reading of the ordinance in the *Orlando Sentinel*.

#### ATTACHMENTS

- Ordinance # 09-2023
- First Amendment to Development Agreement for DeBary Town Park Transit Oriented Development
- Map of DeBary Town Park Street Classifications

**ORDINANCE NO. 09-2023**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DEBARY, FLORIDA, APPROVING A FIRST AMENDMENT TO DEVELOPMENT AGREEMENT AS APPROVED BY ORDINANCE NO. 12-2022 WITH FALCONE & ASSOCIATES, LLC FOR THE DEBARY TOWN PARK TRANSIT ORIENTED DEVELOPMENT PROJECT BEING A MULTI-USE PROJECT ON APPROXIMATELY 32.17+/- ACRES OF LAND LOCATED ON THE WEST SIDE OF U.S. HIGHWAY 17/92 HAVING VOLUSIA COUNTY TAX PARCEL IDENTIFICATION NUMBERS 900401230010 AND 900400000040; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

**WHEREAS**, Falcone & Associates, LLC (“Developer”) is contract purchaser and developer of that certain real property being approximately 32.17 +/- acres in size and being a portion of Volusia County Tax Parcel Identification Numbers 900401230010 and 900400000040, and legally described in Exhibit “A” of the Development Agreement attached hereto (the “Property”); and

**WHEREAS**, the Property is within the Transit-Oriented Development Overlay District and within the Southeast Mixed Use Area (SEMUA/TOD) as depicted on the City's Comprehensive Plan Future Land Use Map; and

**WHEREAS**, Developer entered into that certain Development Agreement for DeBary Town Park Transit Oriented Development on October 19, 2022, and recorded as Ordinance No. 12-2022 in the Official Records of Volusia County, Florida at Book 8369, Page 394 (the “Agreement”); and

**WHEREAS**, Developer and the City desire to amend the Development Agreement to include additional waivers within Exhibit “C” to the Development Agreement; and

**WHEREAS**, this Ordinance has been advertised and noticed in accordance with the requirements of state law and the City of DeBary Land Development Code; and

**WHEREAS**, the City Council finds that the First Amendment to Development Agreement is consistent with the Comprehensive Plan and the City of DeBary Land Development Code; and

**WHEREAS**, the City Council acting in its capacity as the City of DeBary Local Planning Agency and Governing Body has conducted the necessary public hearings on this Ordinance; and

**NOW THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF DEBARY AS FOLLOWS:**

**SECTION 1. Recitals.** The City Council finds that the above recitals are true and correct, and are incorporated herein as legislative findings.

**SECTION 2. First Amendment to Development Agreement.** The First Amendment to Development Agreement concerning the Property attached hereto is hereby approved.

**SECTION 3. Recording.** The City Clerk is hereby directed to record this Ordinance and the attached First Amendment to Development Agreement in the Public Records of Volusia County, Florida. This Ordinance and attached First Amendment to Development Agreement affecting the Property shall run with the land and shall be applicable to and binding on the applicant and any and all successors and assigns in interest.

**SECTION 4. Severability.** If any portion of this Ordinance is finally determined by a court of competent jurisdiction to be invalid, unconstitutional, unenforceable or void, the balance of the Ordinance shall continue in full force and effect.

**SECTION 5. Conflicts.** In the event of a conflict or conflicts between this Ordinance and other ordinances, this Ordinance shall control to the extent such conflict exists.

**SECTION 6. Effective Date.** This Ordinance shall take effect immediately upon adoption.

First reading and public hearing occurred on \_\_\_\_\_, 2023.

Second reading and public hearing, and adoption occurred on \_\_\_\_\_, 2023.

**ADOPTED BY** the City Council of the City of DeBary, Florida this \_\_\_\_ day of \_\_\_\_\_, 2023.

CITY COUNCIL  
CITY OF DEBARY, FLORIDA

By: \_\_\_\_\_  
Karen Chasez, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Annette Hatch, City Clerk

**ATTACHMENT:** Attachment “A” – First Amendment to Development Agreement

s:\aka\clients\debary,city of\debary town park d334-25777\ordinance approving first amendment to development agreement for debary town park 7-17-2023.docx

After recording return to:  
City of DeBary  
Attn: City Clerk  
16 Colomba Road  
DeBary, Florida 32713

Attachment A to Ordinance No: \_\_\_\_\_

**FIRST AMENDMENT TO  
DEVELOPMENT AGREEMENT FOR  
DEBARY TOWN PARK  
TRANSIT ORIENTED DEVELOPMENT**

**THIS FIRST AMENDMENT** (herein this “Amendment”) is entered into and made as of the \_\_\_\_ of \_\_\_\_\_, 2023, by and between the City of DeBary, a Florida municipal corporation (hereinafter referred to as the “City”), and Falcone & Associates, LLC, a Florida limited liability company, its successors and assigns (hereinafter referred to as the “Developer”).

**WITNESSETH**

**WHEREAS**, Developer entered into that certain Development Agreement for DeBary Town Park Transit Oriented Development on October 19, 2022, and recorded as Ordinance No. 12-2022 in the Official Records of Volusia County, Florida at Book 8369, Page 394 (the “Agreement”); and

**WHEREAS**, Developer and the City desire to amend the Agreement to include additional waivers within Exhibit “C”.

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

**A. Recitals.** The recitals herein contained are true and correct and are incorporated herein by reference as material terms of this First Amendment.

**B. Amendments.** The Agreement is hereby amended as follows:

Exhibit “C” of the Development Agreement for DeBary Town Park Transit Oriented Development is amended to provide for the following (underlined language are additions; ~~stricken through~~ language are deletions):

## EXHIBIT C

Waivers List:

Code	Waiver
LDC Sec. 5-131(b)(2)(d)	Ground floor residential along 17-92
LDC Sec. 5-131(c)(3)	Reduce FAR to 0.30
LDC Sec. 5-132(c)(1)d — more specifically Sec. 5-132(c)(1)d.1.i.	<del>The street tree/furniture zone shall have a minimum width of 6 feet (from back of curb) and shall be continuous and located adjacent to the curb.</del>
LDC Sec. 5-132(e)(3)a	Allow increase maximum block size to 4 acres and length to 700'
LDC Sec. 5-132(e)(10)	Allow waiver of the requirement for 5' bike lanes on all streets, in lieu of shared travel lanes with markings
LDC Sec. 5-133(b)(2)	Allow a minimum 5' side yard setback on single family homes in lieu of 8' minimum for any one side. Also allow 15' corner lot setbacks as opposed 20'
LDC Sec. 5-133(b)(4)d	Allow waiver to reduce from 6' to 5' wide for landscape planting strips and allow design flexibility between those minimums.
LDC Sec. 5-133(b)(4)h.2	Allow waiver to allow the 2.5% tree preservation to be provided within the landscape buffers, park/open spaces, green belt, and trail ways.
LDC Sec. 5-133(b)(4)(i)	Allow waiver to reduce the 30' landscape buffer to a 10' landscape buffer including a masonry wall adjacent to industrial zoned properties along the property perimeter.
LDC Sec. 5-133(b)(5)	Allow waiver to the requirements for stormwater facilities listed in a. through e.



LDC Sec. 5-133(b)(7)d	This code section specifically excludes storm ponds as open space unless approved by DRC; the Waiver is approved to allow a stormwater area with an accessible water related structure and the area leading to that structure and the greenbelt around the stormwater feature to be counted as common open space.
LDC Sec. 5-133(b)(9)a	Allow an increase to the maximum parking requirements.
Sec. 5-132(e)(7)	Alleys shall have a 20-foot right-of-way with a minimum 12-foot paved surface. Waiver to deviate as provided on the plans, 30' R/W with 18' paved surface and include on-alley paved parking where design can accommodate.
<u>5-132(c)1(c)1</u>	<u>Invert the order of the street tree/furniture zone and sidewalk zone, and put a six-foot sidewalk zone next to curb; and the six-foot-wide concrete with tree pit street tree/furniture zone would be replaced by grass plantings with trees.</u>
<u>5-132(c)1(d)1</u>	<u>Invert the order of the street tree/furniture zone and sidewalk zone, and put a six-foot sidewalk zone next to curb; and the six-foot-wide concrete with tree pit street tree/furniture zone would be replaced by grass plantings with trees.</u>

**C. Full Force & Effect; Binding.** The Agreement shall remain in full force and effect except as expressly modified by this Amendment. This Amendment shall run with the land and be binding upon, and inure to the benefit of, the parties hereto, their respective heirs, successors, assigns and anyone claiming by, through or under any of them.

**D. Effective Date.** The effective date of this Amendment shall be the date approved by the City Council.

**[SIGNATURES APPEAR ON FOLLOWING PAGES]**

**IN WITNESS WHEREOF**, the Developer and the City have executed this Amendment as of the day and year first above written.

AGREED to by the City Council of the City of DeBary, Florida, and the Developer on this \_\_\_\_ the day of \_\_\_\_\_, 2023.

ATTEST:

CITY OF DEBARY, a Florida municipal corporation

\_\_\_\_\_  
Annette M. Hatch, City Clerk

\_\_\_\_\_  
Karen Chasez, Mayor

WITNESSES:

Developer

Falcone & Associates, LLC

\_\_\_\_\_  
Signature

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

\_\_\_\_\_  
Signature

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2023 by \_\_\_\_\_ as \_\_\_\_\_ of Falcone & Associates, LLC, a Florida limited liability company, on behalf of said company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

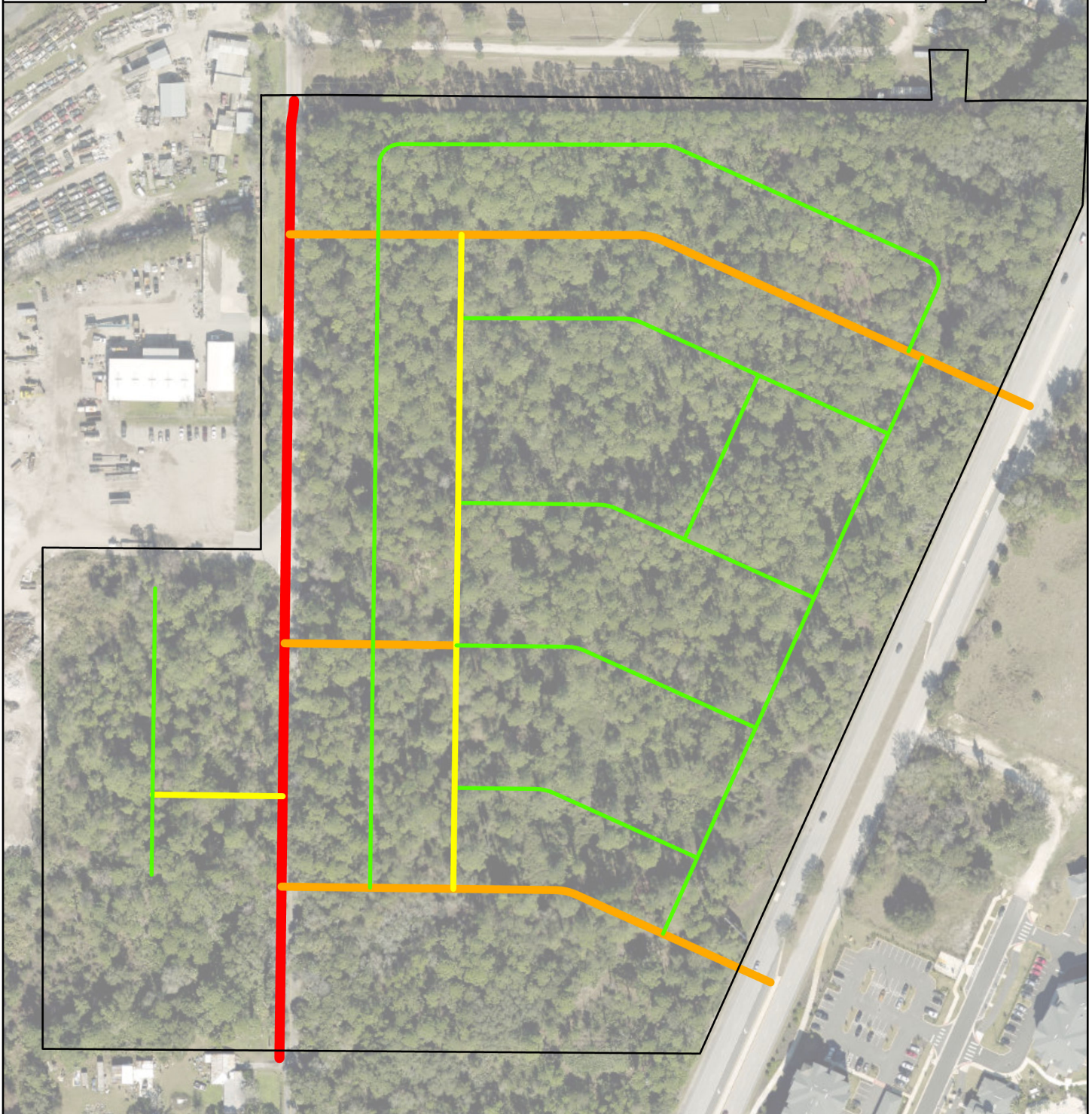
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
Type or Print Name

Commission No. \_\_\_\_\_





My Commission Expires: \_\_\_\_\_

# DeBary Town Park Street Classifications



All street classifications are based on LDC Section 5-132.  
This map is for illustrative purposes only. It is not an exhibit of Ordinance # 09-2023.

## Legend

-  Main Street
-  Pedestrian Priority Street
-  Local Street
-  Alley

0 105 210 420 Feet





## City Council Meeting City of DeBary AGENDA ITEM

<b>Subject:</b> Ordinance # 10-2023	<b>Attachments:</b> <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
<b>From:</b> Steven E. Bapp, AICP Growth Management Director	
<b>Meeting Hearing Date</b> August 2, 2023	

### **REQUEST**

Staff is requesting the City Council approve the first reading of Ordinance # 10-2023, amending the Code of Ordinances (the Code) to repeal the requirement for the registration of abandoned property and to add additional clarifications.

### **PURPOSE**

To repeal the requirement that abandoned property be registered with the City and to add additional clarifications to Chapter 30, Article X of the Code.

### **CONSIDERATIONS**

#### **Background**

Chapter 30, Article X of the Code was created when the City Council adopted Ordinance # 03-2012 on August 1, 2012. This article provides for a process to address abandoned real property in the City. Section 30-303 requires owners of real property that has been deemed abandoned to register the property with the City within ten days of the inspection deeming the property abandoned. There is an annual registration fee of \$150 per property.

The purpose of Chapter 30, Article X is to monitor abandoned and foreclosed homes within the City. It was intended that this system would help ensure the safety and maintenance of vacant properties and to assist the City in contacting the owners of abandoned property. At the time of the ordinance's adoption, there were market conditions (i.e., the Great Recession and the Subprime Mortgage Crisis of 2008) that resulted in a relatively high number of real properties being foreclosed upon in the City. During this period, many property owners abandoned their properties once foreclosure proceedings were instituted. Many of the abandoned dwelling units were not maintained after being abandoned, thus falling into disrepair while foreclosure proceedings continued.

Since the ordinance was adopted, no such database has been maintained. The City has discovered better alternatives to track abandoned properties. Therefore, there is no longer a need to expend City funds in administering and enforcing the abandoned property registration requirement.



## Proposed Amendments

### **PURPOSE AND INTENT**

Section 30-300 would be amended to change the purpose and intent of Chapter 30, Article X of the Code to be to protect residential neighborhoods and commercial districts from becoming blighted through the lack of adequate maintenance and security of abandoned properties, rather than to establish a program for this purpose.

### **DEFINITIONS**

Section 30-301 would be amended to revise the definitions of three terms:

1. *Abandoned real property* – Revised to add structures occupied by people not otherwise authorized to occupy such structure, building, or dwelling unit.
2. *Accessible property* – Revises the terminology to remove “property”. The definition would be revised to add structures, buildings, or dwelling units located on real property that is unsecured or breached in such a way so as to allow access to the interior space by unauthorized persons.
3. *Accessible structure* – Revised to be stricken from the Section entirely.

### **REGISTRATION OF ABANDONED PROPERTY**

Section 30-303 would be struck out entirely. This Section requires mortgagees to perform inspections of property upon default by the mortgagor. If the property is found to be vacant or shows evidence of vacancy, it shall be deemed abandoned and the mortgagee must register the property with the City within 10 days of the inspection. The Section provides for procedures for registration, annual registration of abandoned properties, inspections, signage requirements, and violations.

### **LIABILITY OF MORTGAGEE FOR ABANDONED PROPERTY**

Section 30-303’s existing language (see above) would be replaced by this new Section. This Section maintains that mortgagees of abandoned real property of which they have initiated foreclosure proceedings against said property are responsible for maintenance of said property. These responsibilities would apply to any record titleholder or person to whom title is granted in lieu of foreclosure or similar instrument. These requirements would not apply to governmental entities.

### **MAINTENANCE REQUIREMENTS**

Revises existing language to refer to “Properties” as “Abandoned real properties” instead.

### **SECURITY REQUIREMENTS**

Revises existing language to refer to “Properties” as “Abandoned real properties” instead. Also, the existing language would be clarified to state this Section applies to the entirety of Chapter 30, Article X.

### **COST/FUNDING**

None.

### **RECOMMENDATION**

It is recommended the City Council approve on first reading of Ordinance # 10-2023, proposed amendments to the Code to repeal the requirement for the registration of abandoned property and to add additional clarifications to Chapter 30, Article X of the Code.

### **IMPLEMENTATION**

Upon approval, Staff will advertise the public hearing for the second reading in the *Orlando Sentinel*.

### **ATTACHMENTS**

- Ordinance # 10-2023

## ORDINANCE NO. 10-2023

**AN ORDINANCE OF THE CITY OF DEBARY, FLORIDA, AMENDING ARTICLE X OF CHAPTER 30 TO REPEAL PROVISIONS REQUIRING MORTGAGEES TO REGISTER ABANDONED PROPERTY WITH THE CITY; MODIFYING DEFINITIONS AND MAKING OTHER ADJUSTMENTS TO SUCH ARTICLE CONSISTENT THEREWITH; AND PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.**

**WHEREAS**, due to unprecedented market conditions at the time, a higher than average number of real properties were being foreclosed upon in the city during the late 2000s;

**WHEREAS**, during such time, many owners of such real properties simply opted to abandon their properties rather than continue to occupy them once foreclosure proceedings were instituted;

**WHEREAS**, many of these unoccupied properties were not maintained and fell into disrepair while foreclosure cases remained pending within the court system;

**WHEREAS**, in order to better track abandoned properties and encourage entities with primary security interests in such properties to assist the city in maintaining such properties, the city enacted Ordinance No. 03-12, pertaining to the management of abandoned properties subject to foreclosure proceedings within the city;

**WHEREAS**, § 30-303 of such ordinance required mortgagees to register real property with the city if such properties were found to be abandoned;

**WHEREAS**, the city has since devised better alternatives to track abandoned properties within the city and no longer wishes to expend city funds in administering and enforcing the abandoned property registration requirements of § 30-303 of the DeBary Code of Ordinances; and

**WHEREAS**, the city will continue to retain the remainder of its abandoned property ordinance requiring mortgagees to remain responsible for the upkeep of abandoned properties, the city will no longer require registration of such properties or maintenance of a registration database.



**IT IS HEREBY ORDAINED BY THE CITY OF DEBARY AS FOLLOWS:**

**SECTION 1. RECITALS.** The above recitals are true and correct and incorporated herein as legislative findings of the City Council.

**SECTION 2. ADOPTION.** Article X of Chapter 30 of the Code of Ordinances of the City of DeBary, Florida, is hereby amended as follows (words that are stricken out are deletions; words that are underlined are additions; provisions not included are not being amended):

**ARTICLE X. – ABANDONED REAL PROPERTY**

**Sec. 30-300. - Purpose and intent.**

It is the purpose and intent of the city to establish a process to address ~~the amount of~~ abandoned real property located within the city. It is the city's further intent to ~~specifically establish an abandoned residential and commercial property program as a mechanism to~~ protect residential neighborhoods and commercial districts from becoming blighted through the lack of adequate maintenance and security of abandoned properties.

**Sec. 30-301. - Definitions.**

The following words, terms and phrases, when used in the article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Abandoned real property* means any structure, building or dwelling unit, as defined under the City of DeBary Land Development Code, and the land on which it is situated thereon, that is vacant or otherwise occupied by persons not otherwise authorized to occupy such structure, building, or dwelling unit and is under a current notice of default, ~~or~~ subject to a recorded lis pendens, ~~or~~ notice of mortgagee's sale by the lender, or a pending tax assessors lien sale and/or properties that have been the subject of a foreclosure sale where the title was retained by the beneficiary of a mortgage involved in the foreclosure and any properties transferred under deed in lieu of foreclosure or sale.

*Accessible ~~property~~* means a condition in which real property that is accessible through a compromised/breached gate, fence, wall, etc. and/or a structure, building, or dwelling unit located on such real property is unsecured or breached in such a way so as to allow access to the interior space by unauthorized persons.

~~*Accessible structure* means a structure, building, or dwelling unit that is unsecured and/or breached in such a way as to allow access to the interior space by unauthorized persons.~~

*Enforcement officer* means any employee or agent of the city whose duty it is to enforce codes and ordinances enacted by the city council, including but not necessarily limited to, the city manager, assistant city manager, chief building official, planning administrator, neighborhood improvement officer, police chief, police officer, fire chief, fire enforcement officer, and any other person designated in writing by the city manager.

*Evidence of vacancy* means any condition that on its own, or combined with other conditions would lead a reasonable person to believe that the property is vacant. Such conditions may include, but not be limited to, overgrown and/or dead vegetation, accumulation of debris or refuse on abandoned real property, as defined herein, statements by neighbors, passers-by, delivery agents or government agents, among other evidence that the property is vacant.

*Foreclosure* means a procedure in equity whereby a mortgagee either takes title to or forces the sale of the mortgagor's property to satisfy the debt if the mortgagor defaults.

*Private real property* means all land and improvements other than public land and improvements.

*Property* means any real property approved for residential or commercial use, or portion thereof located in the city, including buildings, structures or dwelling units situated on the property. For purposes of this article only, property does not include property owned or subject to control of the city or any of its governmental bodies.

*Property management company* means a local property manager, property maintenance company or similar entity responsible for the maintenance of abandoned real property.

*Public property* means all canals and waterways, lands and improvements owned by a governmental body or any governmental agency including but not limited to easements and rights-of-way.

*Residential building* means any improved real property, or portion thereof, situated in the city, designed or permitted to be used for dwelling purposes,

and shall include the buildings and structures located on such improved real property.

*Vacant* or *vacated* means a structure, building or dwelling unit deemed to be vacated and to have become vacant whenever an occupying owner or tenant ceases to occupy the structure, building or dwelling unit according to its intended use.

**Sec. 30-302. - Applicability.**

This article shall be considered cumulative and not superseding or subject to any other law or provision for same, but shall rather be an additional remedy available to the city above and beyond any other state, county and/or local provisions for same.

**Sec. 30-303. - Registration of Liability of Mortgagee for abandoned property.**

Any mortgagee holding a mortgage on abandoned real property located within the city, which mortgagee has initiated mortgage or lien foreclosure proceedings against such real property, will be responsible to maintain such property in accordance with the requirements of this article. Such maintenance responsibilities further inure to any record titleholder or person to whom title is transferred under a deed in lieu of foreclosure or similar instrument. Regardless of the foregoing, the requirements of this article do not apply to governmental entities having a lien or mortgage interest in real property, abandoned or otherwise.

- ~~(a) Any mortgagee who holds a mortgage on real property located within the city shall perform an inspection of the property that is the security for the mortgage, upon default by the mortgagor, prior to the issue of a notice of default. If the property is found to be vacant or shows evidence of vacancy, it shall be deemed abandoned and the mortgagee shall, within ten days of the inspection, register the property with the city manager, or his or her designee, or the city's agent, on forms provided by the city. A registration is required for each vacant residential property, or vacant commercial property. Land that has not been cleared and is in its natural state is not considered improved property for the purposes of this section.~~
- ~~(b) Registration pursuant to this article shall contain the name of the mortgagee, the direct mailing address of the mortgagee, a direct contact name and telephone number of mortgagee facsimile number and e-mail address and, in the case of a corporation or out of area mortgagee, the local property management company responsible for the security and~~

~~maintenance of the property. The mailing address shall not be a post office box.~~

- ~~(c) The local property management company will be named in the registration and available to be contacted by the city, or the city's agent, Monday through Friday between 8:00 a.m. and 5:00 p.m.~~
- ~~(d) An annual registration fee in the amount of \$150.00 per property, shall accompany the registration form(s).~~
- ~~(e) This article shall also apply to properties that have been the subject of a foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure/sale.~~
- ~~(f) Properties subject to this article shall remain under an annual registration requirement, security and maintenance standards of this section as long as they remain vacant or until mortgagee no longer has a security interest in the property.~~
- ~~(g) Any person or corporation that has registered a property under this article must report any change of information contained in the registration to the city manager, or his or her designee, or the City's agent, within ten (10) days of the change.~~
- ~~(h) If the property is owned by a corporate mortgagee, a local property management company shall be contracted to perform bi weekly inspections to verify compliance with requirements of this section, and any other applicable laws.~~
- ~~(i) The property shall be posted with the name and 24 hour contact phone number of the local property management company. The posting shall be no less than an eight inch by ten inch sign. The posting shall contain the following language:~~

~~THIS PROPERTY IS MANAGED BY:~~

~~TO REPORT PROBLEMS OR CONCERNS CALL:~~

~~The posting shall be placed on the interior of a window facing the street to the front of the property so it is visible, or secured to the exterior of the building/structure facing the street — to the front of the property so it is visible or, if no such area exists, on a stake of sufficient — size to support the posting in a location as close as possible to the main door entrance of — the property. Exterior posting shall be constructed of and printed with weather resistant — materials.~~

~~(j) Upon the request of the city, the local property management company shall provide a copy of the inspection reports to neighborhood improvement office.~~

~~(k) Failure of the mortgagee and/or property owner of record to properly maintain the property shall constitute a violation of this article.~~

**Sec. 30-304. - Maintenance requirements.**

(a) Abandoned real Properties subject to this article shall be maintained according to the City of DeBary Code of Ordinances, including but not limited to Chapter 30 as well as the City of DeBary Land Development Code.

(b) The property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior of the structure.

**Sec. 30-305. - Security requirements.**

(a) Abandoned real Properties subject to this ~~section~~ article shall be maintained in a secure manner so as not to be accessible to unauthorized persons or animals.

(b) A "secure manner" shall include, but not be limited to the closure and locking of windows, doors, gates, fences, swimming pool enclosures, and other openings of such size that may allow a child or adult to access the interior of the property and/or structure. Broken windows shall be secured by reglazing or boarding of the window.

**Sec. 30-306. - Immunity of enforcement officer.**

Any enforcement officer or any person authorized by the enforcement officer shall be immune from prosecution, civil or criminal, for reasonable, good faith entry upon real property while in the discharge of duties imposed by this chapter.

**Sec. 30-307. - Additional authority.**

The city manager, or his or her designee, shall have authority to require the mortgagee and/or owner of record of any property affected by this section, to implement additional maintenance and/or security measures including, but not limited to: securing any and all door, window or other openings; abatement of any health, safety, or sanitary hazards; additional landscape or lawn maintenance measures; or other measures as may be

reasonably required for safety purposes or to help prevent further decline of the property.

**Sec. 30-308. - Penalties and enforcement.**

The provisions of this article shall be enforced and penalties imposed pursuant to Chapter 2, Article III, of the City of DeBary Code of Ordinances, as well as all other remedies allowed by law.

**SECTION 3. SEVERABILITY.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

**SECTION 4. CONFLICTS.** This Ordinance shall control over any Ordinances or parts of Ordinances in conflict herewith to the extent that such conflict exists.

**SECTION 5. CODIFICATION.** Section 2 of this Ordinance is to be codified and made a part of the City of DeBary Land Development Code. The City Clerk is given liberal authority to correct typographical errors and to renumber the sections and subsections as may be necessary to codify the ordinance into the existing codes. Grammatical, typographical and similar like errors may be corrected, including additions, alterations, and omissions that do not otherwise affect the construction, intent, or meaning of this Ordinance.

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall take effect immediately upon its passage and adoption.

**[REMAINDER OF PAGE LEFT BLANK –  
APPROVALS AND SIGNATURE PAGE TO FOLLOW]**

**APPROVED** on first reading on \_\_\_\_ day of \_\_\_\_\_ 2023.

**ADOPTED** at the second reading on \_\_\_\_ day of \_\_\_\_\_ 2023.

**CITY COUNCIL  
City of DeBary**

---

Karen Chasez, Mayor

Attest:

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Annette Hatch, CMC, City Clerk

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

SEAL:



## City Council Meeting City of DeBary AGENDA ITEM

<b>Subject:</b> 1 <sup>st</sup> Amendment to Restated Interlocal Agreement for Provision of Municipal Fire Services	<b>Attachments:</b> <input type="checkbox"/> Ordinance
<b>From:</b> Carmen Rosamonda, City Manager	<input type="checkbox"/> Resolution
<b>Meeting Hearing Date</b> August 2, 2023	<input checked="" type="checkbox"/> Supporting Documents/ Contracts
	<input type="checkbox"/> Other

### REQUEST

City Manager is requesting City Council approve the 1<sup>st</sup> Amendment to Restated Interlocal Agreement for Provision of Municipal Fire Services by the City of Orange City to the City of DeBary, Florida.

### PURPOSE

The purpose is to update and improve the agreement due to the addition of the new fire station and additional workload regarding fire inspections.

### CONSIDERATIONS

- The 1<sup>st</sup> Amendment provides the detail of the additional personnel needed with the addition of the new fire station and general fire services.
  - Approximately 6 months before opening of new fire station #39, a Deputy Fire Chief position will be created and to run both the fire stations in DeBary.
  - A Training Captain position will be created and hired to ensure proficiency of staff and the cost will be split between both cities.
  - Due to increase in workload, a Fire Inspector position will be created to service DeBary. The Fire Inspector will be equipped with a truck with the necessary emergency equipment and lighting. The Fire Inspector will also be responsible to respond to EMT and fire calls.
- Orange City and the City of DeBary entered into a multi-year municipal fire services contract dated November 3, 2009. First Amendment and Second Amendment was effective October 1, 2012 and October 1, 2017 respectively.
- In September 2022, the City of Orange City and City of DeBary entered into a 5-year municipal fire services contract from October 1, 2022 through September 30, 2027.



- The Orange City Fire Department has provided exemplary service to our community.
- Orange City has applied for a grant for additional personnel to offset the personnel cost for the new fire station #39. The grant, if awarded later this calendar year, will cover the new personnel for the first three years.

### **COST/FUNDING**

The budget cost for FY 2023-24 is \$2,413,051, which includes the Fire Inspector position and capital vehicle and equipment. Once the new fire station #39 construction is underway, a budget amendment for the additional personnel will be executed prior to the opening of the station.

### **RECOMMENDATION**

It is recommended that the City Council approve the 1<sup>st</sup> Amendment to Restated Interlocal Agreement for Provision of Municipal Fire Services by the City of Orange City to the City of DeBary, Florida

### **IMPLEMENTATION**

1<sup>st</sup> Amendment is effective upon Council approval.

### **ATTACHMENTS**

1<sup>st</sup> Amendment to Restated Interlocal Agreement for Provision of Municipal Fire Services by the City of Orange City to the City of DeBary, Florida.

Restated Interlocal Agreement for Provision of Municipal Fire Services by the City of Orange City to the City of DeBary, Florida.

**FIRST AMENDMENT TO RESTATED INTERLOCAL AGREEMENT FOR PROVISION OF  
MUNICIPAL FIRE SERVICES TO THE CITY OF DEBARY, FLORIDA**

**THIS FIRST AMENDMENT** is to that Restated Interlocal Agreement for Provision of Municipal Fire Services (hereinafter the "Restated Interlocal Agreement") entered into between the **CITY OF ORANGE CITY** (hereinafter referred to as "ORANGE CITY"), a municipal corporation of the State of Florida, whose address is 205 East Graves Avenue, Orange City, Florida 32763, and the **CITY OF DEBARY** (hereinafter referred to as "DeBary"), a municipal corporation of the State of Florida, whose address is 16 Columba Road, DeBary, Florida 32713.

**W I T N E S S E T H:**

**WHEREAS**, by the Restated Interlocal Agreement, ORANGE CITY and DEBARY set forth their understanding of their respective rights and obligations as they existed as to one another with regard to specified municipal fire services provided to DEBARY by ORANGE CITY, at an agreed upon level of service as specified in the Restated Interlocal Agreement; and

**WHEREAS**, ORANGE CITY and DEBARY hereby incorporate by reference the terms of the Restated Interlocal Agreement and by this reference incorporate them herein, including but not limited to, the findings contained in the Recitals; and

**WHEREAS**, by this First Amendment to the Restated Interlocal Agreement, ORANGE CITY and DEBARY wish to amend the personnel staffing provisions and eliminate the remittance of plan review and inspection fees to ORANGE CITY by DEBARY as provided in Paragraph 29 of the Restated Interlocal Agreement; and

**WHEREAS**, words with underlined type shall constitute additions to the original text and ~~strike through~~ shall constitute deletions to the original text in the Restated Interlocal Agreement.

**NOW THEREFORE**, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed the parties hereto covenant and agree as follows:

**SECTION 1. RECITALS.**

The above recitals are true and correct and form a material part of this First Amendment to the Restated Interlocal Agreement upon which the parties have relied.

**SECTION 2. AMENDMENT TO PARAGRAPH NO. 29.**

1. The staffing levels and remittance of fees as outlined in Paragraph 29 of the Restated Interlocal Agreement are amended as follows:

29. **CONTRACT SERVICES - LEVEL OF SERVICE ("LOS").** ORANGE CITY agrees to provide municipal fire services personnel, herein referred to as the "Contract Services" in the following manner:

a. Stations and Staffing:

It is acknowledged that DeBary intends to construct and operate a second fire station during the term of this Restated Agreement, thus station and staffing are anticipated to change during this contractual period of the Restated Agreement. This proposed new station is identified hereinafter as (“DEBARY STATION #39”)

Until construction of DEBARY STATION #39 is completed, personnel are hired and trained to staff such station, and the station is opened and operative, ORANGE CITY shall provide the Contract Services by way of two (2) fire stations identified as DEBARY’s downtown station, located at 75 South Highway 17-92 or as may be designated by DEBARY hereafter (“DEBARY STATION #33”) and ORANGE CITY’s commercial station located at 743 Harley Strickland Boulevard or as may be designated by Orange City hereafter (“ORANGE CITY STATION #68”). ORANGE CITY STATION #68 will cover the neighborhoods and area of DEBARY commonly identified and referred to as Saxon Woods, Terra Alta, Highland Park, Summer Haven, DeBary Woods, and part of Glen Abbey. The remainder of DeBary will be covered by DEBARY STATION #33.

DEBARY FIRE STATION 33 shall be staffed, at a minimum, by three (3) firefighting personnel, consisting of one (1) Fire Lieutenant (Fire Officer I certified), one (1) Firefighter — Paramedic, and one (1) Firefighter — EMT. ORANGE CITY STATION #68 shall, be staffed by two (2) firefighting personnel, consisting of one (1) Lieutenant, and one (1) Firefighter — EMT. Such staffing shall be provided twenty-four (24) hours each day for seven (7) days each week. In addition to this staffing, ORANGE CITY STATION #68 will be staffed by two firefighting personnel consisting of one (1) Firefighter-Paramedic and one Firefighter – EMT. Such Staffing will be provided 12 hours each day, 0700 to 1900, for seven days each week. This staffing will be shared financially between ORANGE CITY AND DEBARY.

When the new DEBARY FIRE STATION #39 is operative, it will be staffed by three (3) firefighting personnel consisting of one (1) Lieutenant, one (1) Firefighter — Paramedic, and one (1) Firefighter — EMT. The number of personnel at this station may be reduced to two persons at any given time, in order to provide Personal Time Off (PTO) for workers at either DEBARY STATION 33 OR DEBARY STATION #39. The territories located in DEBARY that were assigned to ORANGE CITY STATION #68 will be assigned to DEBARY STATION #33. The secondary staffing of ORANGE CITY STATION #68 of one (1) Firefighter- Paramedic and one Firefighter – EMT for 12 hours each day, 0700 to 1900, seven days each week, will be eliminated, and ORANGE CITY FIRE STATION #68 will be staffed in a manner similar to DEBARY STATION #39, by three (3) firefighting personnel consisting of one (1) Lieutenant, one (1) Firefighter — Paramedic, and one (1) Firefighter — EMT, with an allowance for periodic staff reduction.

Approximately 6 months prior to the opening and operation of the new DEBARY FIRE STATION #39, a Deputy Fire Chief will be hired by ORANGE CITY, and assigned to the operation of both DEBARY FIRE STATION 33 and new DeBary FIRE STATION #39. Approximately 5 months prior to the opening and operation of new DEBARY FIRE STATION #39, or five months prior to the employment of the personnel to be assigned to new DEBARY FIRE STATION #39, whichever occurs sooner, a Training Captain will be hired by ORANGE CITY to be assigned to plan, coordinate, conduct and track training and exercises for all DeBary and Orange City Fire Fighters. The personal costs of the Training Captain will be split equally between ORANGE CITY and DEBARY.

Both DEBARY FIRE STATIONS and ORANGE CITY STATION #68 shall provide Advanced Life Support ("ALS") service to DEBARY to the extent ORANGE CITY retains ALS capabilities. Should ORANGE CITY be denied renewal of its Certificate of Need ("COPCN") for ALS service or otherwise cease to provide ALS service to DEBARY, DEBARY shall receive a discount equal to ORANGE CITY's cost of providing ALS services to DEBARY.

When available, ORANGE CITY shall obtain and utilize ORANGE CITY AND DEBARY volunteer firefighters to enhance productivity and availability of service to DEBARY.

ORANGE CITY shall further provide annual Fire Prevention Programs, Building Inspection and Plan/Permit Reviews and quarterly incident reports. DEBARY agrees to adopt ORANGE CITY'S Fire Plan Review and Inspection Fee Schedule and DEBARY may amend or replace it with a new DeBary fee schedule after October 1, 2023. One full time Fire Inspector will be assigned by DEBARY for performance of these services commencing on October 1, 2023. ~~In no event may the fee amounts charged by ORANGE CITY to DEBARY for services within DEBARY pursuant to such Schedule, as such may be amended from time to time, differ from those fees charged by ORANGE CITY within ORANGE CITY for the same or like service.~~

~~DEBARY will bill customers the applicable amount per ORANGE CITY'S fee schedule and remit one half of the amounts collected to ORANGE CITY. ORANGE CITY will bill DEBARY for fees corresponding to one half of Fire Plan Reviews completed, on a monthly basis, according to the adopted fee schedule. DEBARY agrees to pay ORANGE CITY within 45 days of bill issuance. Annual Fire Inspections associated with Business Tax Receipts ("BTR's") will be completed on an ongoing basis year-round. DEBARY will provide ORANGE CITY with an annual Business Tax Receipt report listing all renewed receipts with the inspection fee billed and the accompanying payment based on the amount billed by October 31 of each fiscal year. For new business tax receipts issued throughout the year, DEBARY will provide ORANGE CITY quarterly BTR report within 30 Days of the quarter ended for information and inspection purposes, together with one half of the~~

~~amounts of any fire inspection fee collected with the issuance of the BTR. DEBARY further reserves the right to offset its administration expenses related to its collection and payment of such fees by charging persons or entities requesting such services a reasonable administrative fee in addition to those fees charged by ORANGE CITY.~~ ORANGE CITY hereby confirms and agrees that all current Mutual Aid, Auto Aid, Closest Unit Response ("CUR"), and dispatch contracts (as may be amended) to which ORANGE CITY is a party or beneficiary will provide coverage and service to DEBARY as part of the benefits to DEBARY under the Agreement. DEBARY assumes all responsibility for acquiring and maintaining liability insurance for DEBARY STATION and vehicles and structures owned by DEBARY.

**SECTION 3. MISCELLANEOUS.**

A. It is agreed by the parties hereto that this First Amendment to the Restated Interlocal Agreement incorporates the intention of the parties and that by the execution hereof both parties authorize and instruct their respective representatives to accomplish the terms and intent hereof.

B. All terms in the Restated Interlocal Agreement not modified by this First Amendment shall remain in full force and effect.

**SECTION 4. EFFECTIVE DATE.**

This First Amendment to the Restated Interlocal Agreement shall take effect on the date that this First Amendment to the Restated Interlocal Agreement is fully executed by the parties.

**SECTION 5. JOINT PREPARATION.**

The preparation of this First Amendment to the Restated Interlocal Agreement has been a joint effort of the parties and the resulting document may not, solely as a matter of judicial construction, be constructed more severely against one of the parties than the other.

**(AREA INTENTIONALLY LEFT BLANK)**

**IN WITNESS WHEREOFF**, that parties have hereunto set their hands and seals and executed the First Amendment to the Restated Interlocal Agreement on the date stated below their signature.

ATTEST:

**CITY OF ORANGE CITY, FLORIDA**  
a municipal corporation duly incorporated  
pursuant to the laws of the State of Florida.

By: \_\_\_\_\_

Dale Arrington, City Manager

By: \_\_\_\_\_

Gary A. Blair, Mayor

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

**CITY OF DEBARY, FLORIDA**  
a municipal corporation duly incorporated  
pursuant to the laws of the State of Florida.

By: \_\_\_\_\_

Carmen Rosamonda, City Manager

By: \_\_\_\_\_

Karen Chasez, Mayor

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**RESTATED INTERLOCAL AGREEMENT FOR PROVISION  
OF MUNICIPAL FIRE SERVICES  
BY THE CITY OF ORANGE CITY TO THE CITY OF DEBARY, FLORIDA**

**THIS RESTATED AGREEMENT** is entered into by and between Orange City, a municipal corporation duly incorporated pursuant to the laws of the State of Florida, which has administrative offices at 205 East Graves Avenue, Orange City, Florida 32763, hereinafter referred to as ORANGE CITY, and the City of DeBary, a municipal corporation duly incorporated pursuant to the laws of the State of Florida, with administrative offices at 16 Colomba Road, DeBary, FL 32713, hereinafter referred to as DEBARY (collectively the “Parties”).

**RECITALS**

1. Public agencies, (including ORANGE CITY and DEBARY) are authorized by §163.01(14), Florida Statutes, to enter into contracts for the performance of service functions of [such] public agencies, but such contracts shall *not be deemed to authorize the delegation of the constitutional or statutory duties* of county or city officers. The parties *expressly deny* any intent, expressed or implied, in this Restated Agreement to provide for a delegation by DEBARY of such constitutional or statutory duties to ORANGE CITY. Further, this Restated Agreement is not intended to be a transfer, consolidation, or merger within the meaning of those terms for constitutional, statutory, or pension purposes or for any other purpose whatsoever.

2. The foregoing authorization for such agreements is granted to local governments for the purpose of permitting such governments to make the *most efficient use* of their powers by enabling them to cooperate with the other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities, §163.01(2), Florida Statutes.

3. Pursuant to §768.23, Florida Statutes, neither ORANGE CITY nor DEBARY waives any defense of sovereign immunity or increases the limits of its liability, upon entering into this Restated Agreement. This Restated Agreement does not contain any provision that requires one Party to indemnify or insure the other Party for the other Party's negligence, or to assume any liability for the other Party's negligence in contravention of § 768.28(19), Florida Statutes.

4. The City Council of DEBARY, after evaluation of options for the provision to its residents of the municipal services enumerated herein, has made a legislative determination that the interests of its residents will be best served by contracting with ORANGE CITY for provision of such services, which services will be performed by ORANGE CITY personnel.

5. ORANGE CITY certifies that it either currently has or will employ a sufficient number of personnel whom are appropriately qualified to perform the services enumerated herein, and ORANGE CITY is willing to provide such services to DEBARY.

6. In that certain Interlocal Agreement for Provision of Municipal Fire Services to the City of DEBARY, dated November 3, 2009 (hereinafter "Original Interlocal"), ORANGE CITY and DEBARY set forth their understanding of and agreed upon their respective rights and obligations with regard to specified municipal fire services provided by ORANGE CITY to DEBARY, at an agreed upon level of service.

7. Thereafter, in that certain First Amendment to Original Interlocal, with effective date of September 12, 2012 (hereinafter "First Amendment"), ORANGE CITY and DEBARY extended the Term of the Original Interlocal for an additional five (5) years; amended the rating of the Insurance Service Organization of the Original Interlocal; amended the administrative fees of the Original Interlocal; and amended Paragraph No. 19 regarding termination prior to 2017.

8. Finally by that certain Second Amendment to Original Interlocal, with effective date of October 31, 2017 (hereinafter "Second Amendment"), ORANGE CITY and DEBARY again extended the Term of the Original Interlocal for an additional five (5) years; amended the rating of the Insurance Service Organization of the Original Interlocal; amended the administrative fees of the Original Interlocal; and amended Paragraph No. 19 regarding termination prior to 2022.

9. The Parties now wish to further amend and restate the aforementioned Original Interlocal, as previously amended, as provided hereinafter.

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

## **PART I. GENERAL PROVISIONS**

10. The foregoing Recitals are hereby adopted as material provisions of this Restated Agreement.

11. **PURPOSE.** The purpose of this Restated Agreement is for ORANGE CITY to provide specified municipal fire services to DEBARY (hereinafter, the "Contract Services"), at an agreed upon level of service ("LOS") herein specified, in lieu of DEBARY using its own personnel therefore or obtaining such from other providers. The area within which the Contract Services will be provided by ORANGE CITY includes all area within the corporate limits of DEBARY and other future areas as may be annexed into DEBARY, subject to Paragraph No. 29(c), Modification to Services.

12. **LIAISONS.** The ORANGE CITY City Manager or his/her designee and the DEBARY City Manager or his/her designee will serve as the respective liaisons between both Cities for the purposes of performance, interpretation, and implementation of this Restated Agreement.

13. **MUNICIPAL SERVICES.** The Contract Services contracted for DEBARY (Paragraph No. 29) herein are *municipal* level of services. Such municipal level Contract Services



will be provided by ORANGE CITY resources distinct from and in addition to the level of services that are funded from and provided by county-wide ad valorem and other countywide revenues (hereinafter, "County Services"), which services Volusia County is expected to continue to provide notwithstanding this Restated Agreement. DEBARY shall pay ORANGE CITY for the Contract Services as provided for herein (Paragraph Nos. 29, 30, and 31), and the County Services shall continue to be funded directly from Volusia County revenues as required by applicable law.

14. **NO PLEDGE OF AD VALOREM TAXES.** The Parties agree that this Restated Agreement does not constitute a general indebtedness of DEBARY within the meaning of any constitutional, statutory, or charter provision of limitation, and it is expressly agreed by the Parties that ORANGE CITY does not have the right to require or compel the exercise of the ad valorem taxing power of DEBARY, or taxation of any real or personal property therein for payment of any monetary obligations due under the terms of this Restated Agreement. It is further agreed that this Restated Agreement and any funds called for to be paid hereunder will not constitute or serve as the basis for a lien upon any real or personal property of DEBARY, or any part thereof.

15. **DIVISION OF MANAGEMENT RESPONSIBILITIES.** For all Contract Services provided by ORANGE CITY where specific professional standards are applicable to the performance of Contract Services, ORANGE CITY'S designated officer in charge ("OIC"), or his/her designee, has the authority for decision making with regard to such professional standards. The relevant ORANGE CITY Department Director, or the OIC, shall be available on a regular basis to the DEBARY City Manager or his/her designee to provide consultation and recommendations to the City Manager or his/her designee in his/her general management decisions as contemplated herein.

16. **SOVEREIGN IMMUNITY.** Each Party to this Restated Agreement expressly retains all rights, benefits, and immunities of sovereign immunity that they presently enjoy under the Constitution and Statutes of the State of Florida, and particularly with respect to Chapter 768, Florida Statutes. Notwithstanding anything set forth in any provision of this Restated Agreement to the contrary, nothing in this Restated Agreement may be deemed as a waiver of sovereign immunity or limits of liability of either Party beyond any statutory limited waiver of immunity or limits of liability that may have been or may be adopted by the Florida Legislature, and any liability of either Party for damages may not exceed the statutory limits of liability, regardless of the number or nature of any claim that may arise including, but not limited to, a claim sounding in tort, equity, or contract. Nothing in this Restated Agreement may inure to the benefit of any third party for the purpose of allowing any claim against any Party, which claim would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law, or for any other purpose.

17. **PERSONNEL MATTERS.** ORANGE CITY shall allocate all budgeted manpower and equipment for the performance of the Contract Services as may reasonably be required to maintain the levels of service described herein and to manage, operate, and provide all Contract Services to DEBARY. ORANGE CITY shall be the employer of all personnel necessary to provide Contract Services. All ORANGE CITY personnel assigned to perform Contract Services shall remain subject to ORANGE CITY merit rules and regulations for all

purposes contemplated thereunder, including, but not limited to, initial appointment and probation, training and assignment, promotions, merit and cost-of-living raises, annual leave and sick leave, and disciplinary actions. Any claim of a disciplinary nature by DEBARY regarding an ORANGE CITY employee will be referred to the ORANGE CITY City Manager or his/her designee, who will remain the appointment authority for such employee for all purposes designated by ORANGE CITY. Such ORANGE CITY employees have no right to elect or choose any procedures available to DEBARY employees. ORANGE CITY shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel, and other matters incident to the performance of the services, duties, and responsibilities as described and contemplated herein. ORANGE CITY's employees may not be deemed agents or servants of DEBARY, and DEBARY's employees may not be deemed agents or servants of ORANGE CITY.

18. **EQUIPMENT AND PROPERTY.** All equipment and property (real or personal), now owned or purchased by DEBARY, which is used by ORANGE CITY to provide the Contract Services in performance of this Restated Agreement is and shall remain the property of DEBARY and be used exclusively for providing the Contract Services to DEBARY and any mutual aid obligations, unless otherwise specified herein or pursuant to a separate agreement executed in conjunction with the purchase of such property.

19. **CONTRACT SERVICES — POLICIES AND PROCEDURES.** ORANGE CITY shall provide Contract Services (Paragraph No. 29 herein) consistent with its present Standard Operating Procedures, as such procedures may be amended, a true and correct copy of which is attached hereto and incorporated herein as Exhibit "1," and consistent with the ORANGE CITY Fire Department Mission Statement as follows:

*"The mission of the Orange City Fire Department is to protect lives and property of the citizens and visitors of Orange City [and DEBARY pursuant to this Restated Agreement] by providing the highest level of service through fire prevention, public education, fire suppression, emergency medical care and mitigation of the effects of natural and man-made disasters consistent with resources provided. "*

ORANGE CITY shall provide and maintain necessary and appropriate instruction and training in fire services to all personnel providing Contract Services. ORANGE CITY may not change, alter, or delete any policy or procedures relating to the provision of Contract Services without communicating the changes and the reasons therefore to DEBARY and allowing DEBARY an opportunity to object thereto.

20. **INSPECTION AND MONITORING OF FIRE SERVICES.** DEBARY shall have the right with reasonable notice to inspect, examine, and monitor the operations of the Contract Services.

21. **COMMUNICATION - COMPLAINTS.** DEBARY and ORANGE CITY shall mutually agree upon the format and content of any reports required by either Party pertaining to

this Restated Agreement. ORANGE CITY and DEBARY shall further provide to the other a copy of each complaint received by each entity concerning the Contract Services. It shall be the duty of the city to which a complaint is directed or the city responsible therefore under this Restated Agreement to assure that appropriate action has been taken to promptly remedy the cause of each complaint and the outcome reported to the Party affected.

22. **TERM.** This Restated Agreement will take effect on the **1st day of October, 2022, at 12:00 a.m.**, and shall continue in effect until September 30, 2027 at 11:59 p.m., the date of signature by the Parties notwithstanding, unless earlier terminated in accordance with Paragraph No. 23. The Parties may, by mutual agreement, renew this Restated Agreement upon the same or modified terms or as provided in Paragraph 23.

23. **TERMINATION.** DEBARY does hereby acknowledge that ORANGE CITY is entering into this Restated Agreement in full reliance upon DEBARY's fulfillment of the obligations herein imposed for the full term contemplated herein. DEBARY acknowledges that ORANGE CITY expressly assumes the obligation of Contract Services herein described (Paragraph No. 29) to be provided in the manner set forth herein, and DEBARY acknowledges and agrees that there will be certain costs and expenses and that ORANGE CITY will be required to make numerous operational changes to and with its existing system of fire prevention services. ORANGE CITY is entering into this Restated Agreement in reliance that DEBARY will continue in this Restated Agreement pursuant to the terms stated herein, and DEBARY likewise is entering into this Restated Agreement in reliance that ORANGE CITY will continue to provide the Contract Services pursuant to the terms stated herein. Should either Party elect not to renew the term of this Restated Agreement, then said Parties shall provide written notice to the other Party no less than three hundred sixty-five (365) days prior to the termination date. Such notice must be delivered by certified mail, return receipt requested, and the date of the notice shall be the date the receipt therefore is signed by an employee, official, or representative of the other Party. If either Party fails to provide timely notice of its intent not to renew this Restated Agreement, the Restated Agreement will automatically be renewed for a period of one (1) year unless otherwise mutually agreed by both Parties. If either Party breaches this Restated Agreement (excluding DEBARY's obligation for compensation, which is governed by the terms of Paragraph 30 herein), the non-breaching Party shall provide ninety (90) days written notice to the other Party of the details of the breach, the non-breaching Party's intent to terminate, and an opportunity to cure. If the breaching Party fails to timely cure the breach within such 90-day period, this Restated Agreement shall terminate on the 90<sup>th</sup> day after delivery of such termination notice.

24. **NOTICE.** Notice as required to be given in this Restated Agreement shall be provided to the following persons:

- a. **ORANGE CITY:**  
City Manager  
205 East Graves Avenue  
Orange City, Florida 32763

- b. DEBARY:  
City Manager  
16 Colomba Road  
DeBary, FL 32713.

25. **THIRD PARTIES.** In no event may any of the terms of this Restated Agreement confer upon any third person, corporation, or entity other than the Parties hereto any right or cause of action for damages claimed against any of the Parties to this Restated Agreement arising from the performance of the obligations and responsibilities of the Parties herein or for any other reason.

26. **NON-ASSIGNABILITY.** ORANGE CITY may not assign the performance of the Contract Services to any other governmental or private entity, or other entity, or in any manner contract for the provision of the Contract Services by a third party without the express written consent of DEBARY.

27. **DISPUTE RESOLUTION.** Issues concerning non-performance or other aspects of this Restated Agreement that cannot be resolved through ordinary channels must, if possible, be resolved jointly by and between the ORANGE CITY and DEBARY City Managers or their duly authorized designees, pursuant to Paragraph 21 herein. Any disputes concerning nonperformance, or other breaches of or complaints concerning this Restated Agreement, which disputes cannot be resolved through such channels and for which either Party initiates litigation to enforce its rights hereunder, will be subject to the provisions of Chapter 164, Florida Statutes, the "Florida Governmental Cooperation Act."

28. **SEVERABILITY.** If any provision of this Restated Agreement is found to be unconstitutional, illegal, or otherwise unenforceable by judgment of a court of competent jurisdiction, such judgment will not invalidate the remainder of this Restated Agreement, unless such judgment renders the purpose or performance of this Restated Agreement no longer practical for either Party.

## **PART II. SPECIFIC SERVICES**

29. **CONTRACT SERVICES - LEVEL OF SERVICE ("LOS").** ORANGE CITY agrees to provide municipal fire services personnel, herein referred to as the "Contract Services" in the following manner:

- a. Stations and Staffing:

It is acknowledged that DeBary intends to construct and operate a second fire station during the term of this Restated Agreement, thus station and staffing are anticipated to change during this contractual period of the Restated Agreement. This proposed new station is identified hereinafter as ("DEBARY STATION #101")

Until construction of DEBARY STATION 101 is completed, personnel are hired and trained to staff such station, and the station is opened and operative, ORANGE CITY shall provide the Contract Services by way of two (2) fire stations identified as DEBARY's downtown station, located at 75 South Highway 17-92 or as may be designated by DEBARY hereafter ("DEBARY STATION #33") and ORANGE CITY's commercial station located at 743 Harley Strickland Boulevard or as may be designated by Orange City hereafter ("ORANGE CITY STATION #68"). ORANGE CITY STATION #68 will cover the neighborhoods and area of DEBARY commonly identified and referred to as Saxon Woods, Terra Alta, Highland Park, Summer Haven, DeBary Woods, and part of Glen Abbey. The remainder of DeBary will be covered by DEBARY STATION #33.

DEBARY FIRE STATION 33 shall be staffed, at a minimum, by three (3) firefighting personnel, consisting of one (1) Fire Lieutenant (Fire Officer I certified), one (1) Firefighter — Paramedic, and one (1) Firefighter — EMT. ORANGE CITY STATION #68 shall, be staffed by two (2) firefighting personnel, consisting of one (1) Lieutenant, and one (1) Firefighter — EMT. Such staffing shall be provided twenty-four (24) hours each day for seven (7) days each week. In addition to this staffing, ORANGE CITY STATION #68 will be staffed by two firefighting personnel consisting of one (1) Firefighter-Paramedic and one Firefighter – EMT. Such Staffing will be provided 12 hours each day, 0700 to 1900, for seven days each week. This staffing will be shared financially between ORANGE CITY AND DEBARY.

When the new DEBARY FIRE STATION (101) is operative, it will be staffed by three (3) firefighting personnel consisting of one (1) Lieutenant, one (1) Firefighter — Paramedic, and one (1) Firefighter — EMT. The number of personnel at this station may be reduced to two persons at any given time, in order to provide Personal Time Off (PTO) for workers at either DEBARY STATION 33 OR DEBARY STATION 101. The territories located in DEBARY that were assigned to ORANGE CITY STATION #68 will be assigned to DEBARY STATION #33. The secondary staffing of ORANGE CITY STATION #68 of one (1) Firefighter- Paramedic and one Firefighter – EMT for 12 hours each day, 0700 to 1900, seven days each week, will be eliminated, and ORANGE CITY FIRE STATION #68 will be staffed in a manner similar to DEBARY STATION 101, by three (3) firefighting personnel consisting of one (1) Lieutenant, one (1) Firefighter — Paramedic, and one (1) Firefighter — EMT, with an allowance for periodic staff reduction.

Both DEBARY FIRE STATIONS and ORANGE CITY STATION #68 shall provide Advanced Life Support ("ALS") service to DEBARY to the extent ORANGE CITY retains ALS capabilities. Should ORANGE CITY be denied renewal of its Certificate of Need ("COPCN") for ALS service or otherwise cease to provide ALS service to DEBARY, DEBARY shall receive a discount equal to ORANGE CITY's cost of providing ALS services to DEBARY.

When available, ORANGE CITY shall obtain and utilize ORANGE CITY AND DEBARY volunteer firefighters to enhance productivity and availability of service to DEBARY.

ORANGE CITY shall further provide annual Fire Prevention Programs, Building Inspection and Plan/Permit Reviews and quarterly incident reports. DEBARY agrees to adopt ORANGE CITY'S Fire Plan Review and Inspection Fee Schedule. In no event may the fee amounts charged by ORANGE CITY to DEBARY for services within DEBARY pursuant to such Schedule, as such may be amended from time to time, differ from those fees charges by ORANGE CITY within ORANGE CITY for the same or like service.

DEBARY will bill customers the applicable amount per ORANGE CITY'S fee schedule and remit one half of the amounts collected to ORANGE CITY. ORANGE CITY will bill DEBARY for fees corresponding to one half of Fire Plan Reviews completed, on a monthly basis, according to the adopted fee schedule. DEBARY agrees to pay ORANGE CITY within 45 days of bill issuance. Annual Fire Inspection associated with Business Tax Receipts ("BTRs) will be completed on an ongoing basis year round. DEBARY will provide ORANGE CITY with an annual Business Tax Receipt report listing all renewed receipts with the inspection fee billed and the accompanying payment based on the amount billed by October 31 of each fiscal year. For new business tax receipts issued throughout the year, DEBARY will provide ORANGE CITY quarterly BTR report within 30 Days of the quarter ended, together with one half of the amounts of any fire inspection fee collected with the issuance of the BTR. DEBARY further reserves the right to offset its administration expenses related to its collection and payment of such fees by charging persons or entities requesting such services a reasonable administrative fee in addition to those fees charged by ORANGE CITY. ORANGE CITY hereby confirms and agrees that all current Mutual Aid, Auto Aid, Closest Unit Response ("CUR"), and dispatch contracts (as may be amended) to which ORANGE CITY is a party or beneficiary will provide coverage and service to DEBARY as part of the benefits to DEBARY under the Agreement. DEBARY assumes all responsibility for acquiring and maintaining liability insurance for DEBARY STATION and vehicles and structures owned by DEBARY.

b. Capital Outlay and Capital Improvement Plan ("CIP")

DEBARY shall maintain the DEBARY FIRE STATIONS, including, but not limited to, any necessary interior and exterior repairs and shall provide and maintain a Structural Fire Engine, Water Tender, and Brush Attack unit (Fire Apparatus) suitable to meet the requested level of service. DEBARY shall make the DEBARY FIRE STATIONS and all Fire Apparatus (including new capital equipment purchased by DEBARY) available to ORANGE CITY for ORANGE CITY'S exclusive use in rendering the Contract Services and any mutual aid obligations pursuant to this Agreement, but such stations and Fire Apparatus shall otherwise be owned and retained by DEBARY. Notwithstanding, at

ORANGE CITY's option and discretion, ORANGE CITY may elect to perform maintenance and repairs to DEBARY'S Fire Apparatus and may bill DEBARY for such expenses. ORANGE CITY shall perform daily station cleaning.

c. Modification to Services

Should DEBARY desire ORANGE CITY to provide services either different in kind, or at a service level different than that contemplated herein (including, but not limited to, in DEBARY city limits by annexation), the DEBARY City Manager shall make written request to the ORANGE CITY City Manager, and such notice shall be sent in accordance to Paragraph 24. Any mutually agreed-upon modification to increase the kind of service and/or LOS to be provided by ORANGE CITY and commensurate modification in compensation must be reduced to writing and approved by the appropriate officials of both Parties. Any reduction in LOS desired by DEBARY also must be reduced to writing and be agreed to by both DEBARY and ORANGE CITY. Any such change in LOS will be effective at the beginning of a new contract year (each such year beginning on October 1, and ending on September 30) unless both Parties agree otherwise and as may be permitted by budget. Additional personnel or station operations needed for the new DEBARY FIRE STATION must be completed and approved by the Parties no less than six (6) months before such new Fire Station opens for operation. The foregoing may not be construed as requiring ORANGE CITY to agree to make changes increasing or decreasing the kind of service and/or increasing or decreasing the LOS to be provided by ORANGE CITY. Upon a change in kind of service in the LOS to be provided by ORANGE CITY, compensation to ORANGE CITY will be adjusted upon implementation of such change in service to conform to the new service.

30. **COMPENSATION.** During the term of this Restated Agreement, DEBARY shall pay ORANGE CITY for all services provided hereunder by ORANGE CITY, the sum of TWO MILLION ONE HUNDRED THREE THOUSAND FIVE HUNDRED SIXTY-FOUR DOLLARS (\$2,103,564.00), for the initial year, such price being inclusive of a 13% administrative fee applied to Total Personnel Service costs and Total Operating Costs (as provided in Paragraph No. 31 hereinafter), subject to any increases, decreases, or prorations of the total cost of services as set forth herein. For each additional year, DEBARY shall pay ORANGE CITY for the cost of Contract Services provided by ORANGE CITY and received by DEBARY as such costs are determined pursuant to Paragraph 31 of this Restated Agreement. During the term of this Restated Agreement, DEBARY shall pay ORANGE CITY costs associated with Capital Purchases, subject to DEBARY's prior approval of the Capital Purchases. Furthermore, ORANGE CITY shall submit billings to DEBARY on a quarterly basis, and payments of the Compensation must be divided such that DEBARY pays a quarter of the annual compensation each quarterly billing cycle. DEBARY shall pay the sum invoiced within forty-five (45) days of receipt of the bill from ORANGE CITY.

Checks must be made payable to the "City of Orange City" annotated "DeBary Fire Service Agreement" and sent to the following address:

City of Orange City  
Finance Department  
205 East Graves Street  
Orange City, FL 32752

Should this Restated Agreement for Contract Services be terminated, the annual sum due will be prorated to reflect that portion of the Contract Year for which DEBARY received Contract Services. If termination of this Restated Agreement occurs after the first year of this Restated Agreement, compensation paid by DEBARY to ORANGE CITY will be only for the Contract Services provided through the date of termination.

31. **MODIFICATION OF COMPENSATION.** ORANGE CITY shall submit to DEBARY, ORANGE CITY's Budget for the Contract Services ("Budget"), communicating any change in the total cost of services as set forth herein. An estimated Budget shall be submitted to DEBARY for review on June 15th of each year, with monthly updates to such reports due on the 1st of each month thereafter until a proposed Budget is submitted. Payment by DEBARY to ORANGE CITY for Contract Services provided during the term of this Restated Agreement hereafter, shall be modified accordingly pursuant to ORANGE CITY's submission of this annual Budget. Costs under such Budget shall be divided into three (3) categories titled Total Personnel Services, Total Operating Costs, and Total Capital Outlay, for DEBARY's review as follows:

- a. Total Personnel Services includes those expenses and taxes related to the payment of salaries, Fire Reserve Payroll, overtime, special pay/incentives, holiday, FICA, MCCR insurances, retirement, disability, vacation, sick and other benefits paid to those employees and personnel providing Contract Services to DEBARY pursuant to this Restated Agreement. In addition to such costs, an administrative fee of 13% of Total Personnel Services will be charged. Items qualifying as Total Personnel Services will reflect ORANGE CITY's costs for such items. Further, ORANGE CITY's total personnel services may change between Annual Budgets, caused by results in charges in ORANGE CITY's Union negotiations. ORANGE CITY shall notify DEBARY of any such changes, which shall become effective and due from DEBARY upon such costs being incurred by ORANGE CITY.
- b. Total Operating Costs include those expenses related to the continued operation, supply, maintenance and provision of Contract Services to DEBARY such as dispatch services, travel and training, telecommunications, postage, equipment maintenance, printing, fire prevention programs, volunteers, office supplies, medical supplies, operating supplies, uniforms/gear, fuel, and books and publications. In addition to such costs, an administrative fee of 13% of Total Operating Costs will be charged. In its annual review of the budget, DEBARY may reject or modify items qualifying as Total Operating Costs, excluding maintenance and repairs of fire apparatus. DEBARY acknowledges that its rejection or reduction of Total Operating Costs may result in a proportionate decrease in the level of service and hereby approves of same.



- c. Total Capital Outlay shall include costs for items purchased exceeding seven hundred fifty dollars (\$750.00) or with an expected life exceeding one (1) year (Capital Purchases), arising from real estate improvements, vehicles, and equipment purchased for DEBARY and titled in DEBARY's name by ORANGE CITY. Though exclusively utilized by ORANGE CITY in the performance of Contract Services, property purchased pursuant hereto will remain titled in the name of DEBARY at all times. DEBARY may refuse or reduce items qualifying as Capital Purchases unless such refusal would threaten the LOS.
- d. If, due to unforeseen circumstances, it is necessary to modify the current approved budget during a fiscal year, such modification will be requested by either party and be subject to approval by the non-requesting party. Such modification will be provided to DEBARY and become effective thirty (30) days after DEBARY's approval.

32. **RIGHT OF FIRST REFUSAL / NEW AGREEMENT.** If, in lieu of renewing this Restated Agreement or executing another Agreement with ORANGE CITY for an additional term after October 1, 2027, DEBARY opts to develop, maintain, and oversee its own DEBARY fire services department under the direct supervision of DEBARY, such new DEBARY fire services department ("New Department") shall first, before hiring other fire services personnel, extend bona fide offers of comparable employment (*i.e.* employment that is roughly equivalent to one's prior job duties and responsibilities) to those ORANGE CITY fire services personnel, if any, displaced as a direct result of DEBARY's decision not to renew this Restated Agreement and whom will no longer be employed by ORANGE CITY in any capacity ("displaced personnel"). Such obligation will be referred to herein as a "right of first refusal," Because DEBARY has no authority to require another fire services provider to accept fire personnel, such obligation is limited to the foregoing scenario and is not applicable if DEBARY seeks or obtains fire services from another entity. Under no circumstances will this provision be construed to require DEBARY to develop, maintain, and oversee a new department. To be eligible for the right of first refusal, an ORANGE CITY fire services employee must provide proof of all requisite qualifications for the position offered, have an acceptable employment record, be in good standing with ORANGE CITY, pass a criminal background check, and not have had any complaints filed against him/her during his/her time of employment with ORANGE CITY. The right of first refusal will be subject to staffing levels approved by DEBARY and the availability of comparable fire services positions at DEBARY. Should DEBARY not approve enough comparable positions to accommodate a qualified displaced person, such person will be considered by DEBARY for other available fire service positions for which such person is qualified; however, in no event may a displaced person receive priority consideration for a non-comparable fire services position that qualifies as an comparable position for another qualified displaced person. In accordance with the principles set forth in Paragraph 25 *supra*, the right of first refusal described herein shall belong to and benefit ORANGE CITY only, and will not be enforceable by or otherwise inure to displaced personnel or any other third party.

33. **JOINT PREPARATION.** The preparation of this Restated Agreement has been a joint effort of the Parties and the resulting documents may not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

34. **ENTIRE AGREEMENT.** This Restated Agreement reflects the full and complete understanding of the Parties and may be modified or amended only by a document in writing, executed by all the Parties, with the same formalities as this Restated Agreement.

ATTEST:

**CITY OF ORANGE CITY, FLORIDA**  
a municipal corporation duly incorporated  
pursuant to the laws of the State of Florida.

By: \_\_\_\_\_  
Dale Arrington, City Manager

By: \_\_\_\_\_  
Gary A. Blair, Mayor

ATTEST:

**CITY OF DEBARY, FLORIDA**  
a municipal corporation duly incorporated  
pursuant to the laws of the State of Florida.

By: \_\_\_\_\_  
Carmen Rosamonda, City Manager

By: \_\_\_\_\_  
Karen Chasez, Mayor



## City Council Meeting City of DeBary AGENDA ITEM

<b>Subject:</b> New Sidewalk Construction – S. Shell Rd. Phase 2	<b>Attachments:</b> <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents/ Contracts <input type="checkbox"/> Other
<b>From:</b> Carmen Rosamonda, City Manager	
<b>Meeting Hearing Date</b> August 2, 2023	

### REQUEST

City Manager is requesting City Council approval on Whitehouse Contracting, LLC., proposal to construct new sidewalk on the west side of S. Shell Road, between Springview Commerce Drive and north property line of Discount Propane.

### PURPOSE

The purpose is to improve safety of pedestrian and bicyclists traveling on S. Shell Road and to establish connectivity for pedestrians, bicyclists, and golf carts to the future Main Street project.

### CONSIDERATIONS

- S. Shell Road is an arterial road stretching from W. Highbanks to Fort Florida Road. The portion of S. Shell Rd between Springview Commerce Drive and Benson Junction Rd does not have sidewalks, which limits mobility and is a safety concern.
- The long range plan is to bring the dual use sidewalk into Main Street. Phase 1 (Spring Vista to Springview Commerce) was approved by Council in February 2023. Phase 1 is now complete.
- This proposal is for Phase 2 (Springview Commerce to north property line of Discount Propane). This sidewalk will be installed on the west side of S. Shell Rd where the City has the right-of-way. In the development of this proposal, additional work was needed coordinating with Duke Energy, as we are crossing in front of their power line easement.
- Phase 3 construction in front of Discount Propane is included in the FY 2023-24 budget. This will take the sidewalk all the way to Benson Junction Road. When the DeBary Main Street project is complete, it will connect to this sidewalk from the south.
- The City passed a Golf Cart Ordinance in December 2021 allowing certain sidewalks on arterial roads to be dual use. This sidewalk is being planned to be 8' wide, enabling dual use for pedestrians, bicyclist and golf carts.
- Whitehouse Contracting is a Continuing Contractor with the City of DeBary. The cost of this project is based upon their contract with Volusia County.

### **COST/FUNDING**

- The cost of this project is \$51,497.50.
- The City Council approved \$100,000 in the FY 2022-23 annual budget for new sidewalk construction., line item 125-9000-590-6300.
- The cost of Phase I sidewalk construction was \$56,492.50, leaving a balance of \$43,507.50. The cost of Phase 2 is \$51,497.50.
- A budget amendment will move monies from the Sidewalk Maintenance line item, 125-4100-541-4641 in the amount of \$7,990 to the New Sidewalk Construction, line item 125-9000-590-6300.
- The additional cost is associated with the increase price of concrete which is over \$200 per yard.

### **RECOMMENDATION**

It is recommended that the City Council approve the Whitehouse Contracting, LLC., Phase 2 proposal to construct new sidewalk on the west side of S. Shell Road from Springview Commerce Drive to the north property line of Discount Propane in the amount of \$51,497.50.

### **IMPLEMENTATION**

Upon approval, the City Manager will execute the agreement. Project is scheduled in early September 2023.

### **ATTACHMENTS**

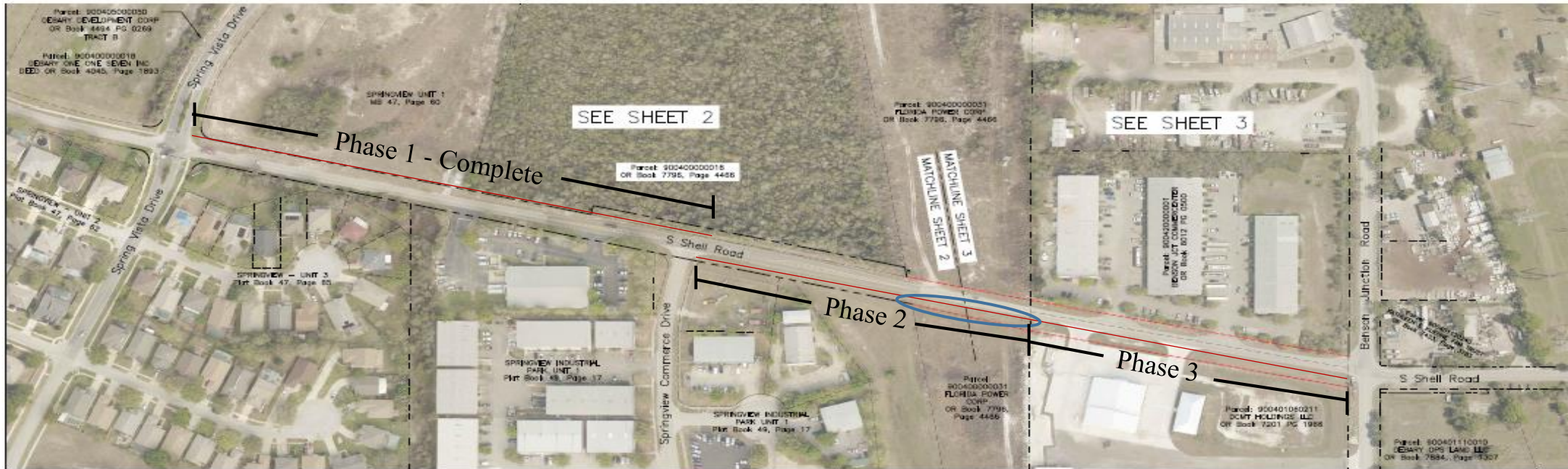
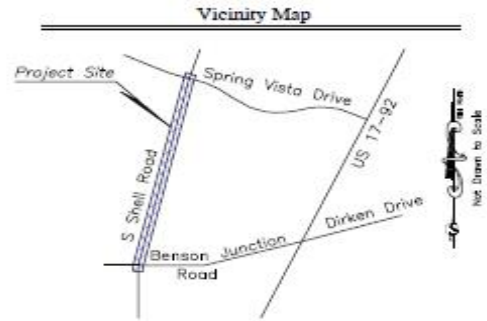
Whitehouse Contracting Proposal – E528  
Survey Map

**Legend of Symbols & Abbreviations**

- Found Iron Rod or Pipe
- Found Concrete Monument
- Found Nail & Disk
- Sec 5/8" Capped Iron Rod
- ⊕ Field Measurement
- ⊖ Dead Reference
- ⊙ Plat Reference
- ⊕ Licensed Reference
- ⊕ Professional Surveyor and Mapper
- ⊕ Registered Land Surveyor
- ⊕ Identiforce
- ⊕ Official Records
- ⊕ Map Book
- ⊕ Undersigned Right-of-way Boundary
- ⊕ S Shell Road Right-of-way
- ⊕ Property Boundary



**Specific Purpose Survey**  
**Section 04, Township 19 South, Range 30 East**  
**Volusia County, Florida**



**Surveyor's Notes**

- 1.) Paper copies of this survey are not valid without the original signatures and related seal of a Florida Licensed Surveyor and Mapper. Digital copies are not valid without the digital signatures of a Florida Licensed Surveyor and Mapper.
- 2.) The bearing structure for this survey is based on a NAD 1983 Florida State Plane East Zone, bearing of S 12°18'27" W for the West Intermediate Boundary of Shell Road between Spring Vista Drive and the North Property Boundary of the property owned by Florida Power Corporation as recorded in Official Records Book 6276, Page 6277, as recorded in the official records of Volusia County, Florida.
- 3.) The National Aerial Photograph for this project is 140 1683 Florida East Zone, 2011, datum: U.S. Survey Foot. Shell Drive was established by utilizing the Florida Permanent Reference Network (PRN0).
- 4.) The purpose of this survey is to depict the existing Right-of-way boundary of Shell Road between Spring Vista Drive and Benson Junction.
- 5.) All visible capped iron rods were visible evidence only. Surveyor did not conduct subsurface utility locator survey.
- 6.) No underground boundaries or claims were discovered or located for this survey.
- 7.) This survey has been performed without benefit of this policy or abstract. Therefore, surveyor will make no guarantee to existing or subsequent third party to establish interests and easements that are not shown on the public records of Volusia County.
- 8.) Aerial imagery was obtained from Lulima (www.lulima.com) with a publish date of 06/17/2008.
- 9.) This is not a boundary survey.

**Line Information**

LINE NUMBER	DATE	REVISION
1	11/20/2023	1
2	11/20/2023	2
3	11/20/2023	3
4	11/20/2023	4

**Certification:**  
 The City of Delray

REVISION	DATE	DETAILS



*Rje*  
 T. E. P. R. L. I.  
 Surveyor and Mapper  
 License No. 12000

Project Name: City of Delray - Shell Rd Sidewalk      Report No.: 22037  
 Address: S Shell Rd      City: Delray      State: Florida

**BLENDING TODAY WITH TOMORROW'S TECHNOLOGY**  
 Drafted By: M. McEwen, S. Fowler      Drawing Name: 22037\_ShellRoad  
 Date Drafted: 11/03/22      Plot Project No.: 204  
 Approved By: A. Fowler      Last Field Date: 10/18/22  
 Date Approved: 11/03/22      Field Book/Page: 2022037

**SURVTECH SOLUTIONS, INC.**  
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