



CITY COUNCIL MEETING

October 07, 2026 at 6:30 PM

City Council Chambers, 16 Colomba Rd.

DeBary, Florida 32713

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.](#) City Council Meeting September 2, 2026
- [2.](#) Special City Council Meeting September 9, 2026
- [3.](#) Special City Council Meeting September 23, 2026

ADDITIONS, DELETIONS OR AMENDMENTS TO THE AGENDA

PRESENTATIONS

2026 Appropriations Check Presentation - Senator Tom Wright

Associated Builders & Contractors 2026 Excellence in Construction Pyramid Award for DeBary Fire Station #39 - Wharton Smith

Proclamation Red Ribbon Week - Sara Owen, Unit Commander, Volusia Young Marines

Historic Preservation Advisory Board Update - Stuart Scott, Chair

CONSENT AGENDA

- [4.](#) City Manager is requesting City Council: approve a Work Authorization in the amount of \$54,566.38 to FAUSNIGHT STRIPE AND LINE, INC. for Roadway Markings and Striping for the 2026 Street Resurfacing Project.
- [5.](#) City Manager is requesting City Council approve the Federal Grant Services Agreement between Becker & Poliakoff, P. A. and the City of DeBary.
- [6.](#) City Manager is requesting City Council approve the Operation and Maintenance Agreement between Volusia County Utilities and the City of DeBary for sanitary sewer and related wastewater facilities at Alexander Island Park.

PUBLIC HEARINGS

- [7.](#) Growth Management is requesting City Council: Approve the second reading of Ordinance # 10-2026, a temporary moratorium of six (6) months on applications for development orders/permits for artificial intelligence data centers.
- [8.](#) Growth Management is requesting City Council: Adopt Resolution # 2026-16, extending the temporary moratorium adopted by Ordinance # 10-2026 on the acceptance, processing, and consideration of applications for development order/development permits for artificial intelligence (AI) data centers.

COUNCIL MEMBER REPORTS / COMMUNICATIONS

BOARD/COMMITTEE APPOINTMENTS

Historic Preservation Advisory Board

Member Reports/ Communications

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

DATE OF UPCOMING MEETING / WORKSHOP

Special City Council Meeting October 21, 2026, 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.



CITY COUNCIL MEETING

September 02, 2026 at 6:30 PM

City Council Chambers, 16 Colomba Rd.

DeBary, Florida 32713

MINUTES

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

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

Others present: Carmen Rosamonda, City Manager; Jacob Smith, Assistant City Manager; Eric Frankton, Information Technology Director, 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.

APPROVAL OF MINUTES: Motion by Vice-Mayor Butlien to approve the minutes of the City Council Meeting August 5, 2026, and the Special City Council Meeting August 19, 2026. Seconded by Council Member Sell. Motion passed unanimously.

ADDITIONS, DELETIONS OR AMENDMENTS TO THE AGENDA: None.

PRESENTATIONS: DeBary Foundation, Jim Old, Chair. Mr. Old presented the Foundation's annual update and strategic plan.

CONSENT AGENDA:

Parks and Recreation is requesting City Council: award RFP 29-26 Sports Officiating & Referee Services to three officiating vendors, American Sports Officials, West Volusia Athletic Club, and Soccer Assigning Management, to cover our Youth Sports Programs.

City Manager is requesting City Council approve the three (3) year renewal contract for Ballard Partners, Inc for Lobbying Services, and authorize the City Manager to execute the agreement.

Staff is requesting City Council: Approve the mutual agreement between the City of DeBary and Spring Walk at the Junction Homeowners Association, Inc. to provide traffic enforcement on private roads.

Public Works is requesting City Council: is requesting Council approval of DebrisTech, LLC for Debris Disaster Monitoring Services.

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

NEW BUSINESS:

City Manager is requesting City Council discuss and provide guidance on next year's budget requirements pursuant to House Bill 1329.

City Manager discussed the new software purchase that was required for budget preparation. He discussed the State's required 10% reduction in the budget and gave examples of cuts and the significance of those cuts.

No one addressed Council.

City Council discussed and made comments on the information presented.

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 September 9, 2026, 6:30 p.m.

ADJOURN: The meeting was adjourned at 7:38 p.m.

APPROVED:

**CITY COUNCIL
CITY OF DEBARY, FLORIDA**

Karen Chasez, Mayor

Annette Hatch, CMC, City Clerk



SPECIAL CITY COUNCIL MEETING

September 09, 2026 at 6:30 PM

City Council Chambers, 16 Colomba Rd.

DeBary, Florida 32713

MINUTES

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

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

Others present: Carmen Rosamonda, City Manager; Michael Tempkins, City Attorney; Steven Bapp, Growth Management Director; Elizabeth Bauer, Finance Director; Eric Frankton, Information Technology Director, and Annette Hatch, City Clerk.

PUBLIC HEARINGS:

Mayor Chasez stated the presentation would be for Item No. 1 and No. 2, but would have separate votes.

City Manager is requesting City Council adopt Resolution No. 2026-09 to set the tentative millage rate of 3.6500 for the collection of ad valorem taxes for fiscal year 2026-2027. This tentative millage rate of 3.6500 is 3.60% higher than the rolled-back rate of 3.5231.

City Attorney read the Resolution title into the record.

City Manager discussed the budget process, ad valorem forecast, the General Fund budget, equipment, and capital projects.

Staff reviewed updates to the proposed and tentative budget, and discussed the new budget software purchase to meet HB 1329 requirements.

No one addressed Council.

Motion by Vice-Mayor Butlien to adopt Resolution No. 2026-09 to set the tentative millage rate of 3.6500 for the collection of ad valorem taxes for fiscal year 2026-2027. This tentative millage rate of 3.6500 is 3.60% higher than the rolled-back rate of 3.5231. Seconded by Council Member Pappalardo. Motion passed unanimously.

City Manager is requesting City Council adopt Resolution No. 2026-10 to approve the tentative annual operating budget for fiscal year 2026-2027.

City Attorney read the Resolution title into the record.

No one addressed Council.

Motion by Vice-Mayor Butlien to adopt Resolution No. 2026-10 to approve the tentative annual operating budget for fiscal year 2026-2027. Seconded by Council Member Pappalardo. Motion passed unanimously.

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 adopt Ordinance No. 09-2026, amending Section 26-55 of the DeBary Code.

City Attorney read the Ordinance title into the record.

Staff briefly reviewed the Ordinance stating it was necessary to comply with State law.

No one addressed Council.

Motion by Vice-Mayor Butlien to adopt Ordinance No. 09-2026, amending Section 26-55 of the DeBary Code. Seconded by Council Member Sell. Motion passed unanimously.

Growth Management is requesting City Council: Approve the first reading of Ordinance No. 10-2026, a temporary moratorium of six (6) months on applications for development orders/permits for artificial intelligence data centers.

City Attorney read the Ordinance title into the record.

Staff stated the data centers were not currently among the authorized uses in the City's Land Development Code. This would be a temporary moratorium to allow time draft language to the Land Development Code.

City Manager discussed the regulations based on State law, and discussed some concerns and possible solutions.

No one addressed Council.

Motion by Council Member Pappalardo to approve the first reading of Ordinance No. 10-2026, a temporary moratorium of six (6) months on applications for development orders/permits for artificial intelligence data centers. Seconded by Council Member Sell. Motion passed unanimously.

NEW BUSINESS:

City Manager is requesting City Council approve the Agreement for Sale and Purchase with Centergys Development, LLC for the purchase of 150 S. Charles Richard Beall Blvd for \$1.13 million.

City Manager introduced Ken Krasnow, Vice Chair Public Institutions, Cushman & Wakefield. Mr. Krasnow discussed the marketing process for the property and reviewed the Buyer Summary.

Michael Rich, Centergys Development, addressed Council and gave a brief history of completed projects, current projects, and discussed concepts for the property.

Motion by Council Member Sell to approve the Agreement for Sale and Purchase with Centergys Development for the purchase of 150 S. Charles Richard Beall Blvd. for \$1.13 million. Seconded by Council Member Pappalardo. 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: Special City Council Meeting September 23, 2026, 6:30 p.m.

ADJOURN: The meeting was adjourned at 8:26 p.m.

APPROVED:

**CITY COUNCIL
CITY OF DEBARY, FLORIDA**

Karen Chasez, Mayor

Annette Hatch, CMC, City Clerk



SPECIAL CITY COUNCIL MEETING

September 23, 2026 at 6:30 PM

City Council Chambers, 16 Colomba Rd.

DeBary, Florida 32713

MINUTES

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

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

Others present: Carmen Rosamonda, City Manager; Michael Tempkins, City Attorney; Elizabeth Bauer, Finance Director, Annette Hatch, City Clerk, and David Rodriguez, Information Technology Technician.

PUBLIC HEARINGS:

Mayor Chasez stated the presentation would be for Item No. 1 and No. 2, but would have separate votes.

City Manager is requesting City Council adopt Resolution No. 2026-11 to set the final millage rate of 3.6500 for the levy of ad valorem tax for the fiscal year 2026-2027. The final millage rate of 3.6500 is 3.60% higher than the computed rolled back rate of 3.5231.

City Attorney read the Resolution title into the record.

City Manager discussed the budget process, ad valorem forecast, and budget highlights.

No one addressed Council.

Motion by Vice-Mayor Butlien to adopt Resolution No. 2026-11 to set the final millage rate of 3.6500 for the levy of ad valorem tax for the fiscal year 2026-2027. The final millage rate of 3.6500 is 3.60% higher than the computed rolled back rate of 3.5231. Seconded by Council Member Stevenson. Motion passed unanimously.

City Manager is requesting City Council adopt Resolution No. 2026-12 for the final annual operating budget for fiscal year 2026-2027.

City Attorney read the Resolution title into the record.

No one addressed Council.

Motion by Vice-Mayor Butlien to adopt Resolution No. 2026-12 for the final annual operating budget for fiscal year 2026-2027. Seconded by Council Member Stevenson. Motion passed unanimously.

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.

PRESENTATIONS: Stormwater Mitigation Strategies, Mayor Nancy Miller, City of Daytona Beach Shores, and Volusia County Council Member Jake Johansson, Elected Officials Roundtable Stormwater Mitigation and Flooding Subcommittee Chairs.

Council Member Johansson was not present.

Mayor Miller discussed the collaborative effort of elected officials from all 16 Cities in the County to deal with stormwater mitigation, and showed a video highlighting the Committee's work.

COUNCIL MEMBER REPORTS / COMMUNICATIONS

Member Reports/ Communications

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

DATE OF UPCOMING MEETING / WORKSHOP: City Council Meeting October 7, 2026, 6:30 p.m.

COUNCIL MEMBER REPORTS / COMMUNICATIONS:

Member Reports/ Communications

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

DATE OF UPCOMING MEETING / WORKSHOP: City Council Meeting October 7, 2026, 6:30 p.m.

ADJOURN: The meeting was adjourned at 6:59 p.m.

APPROVED:

**CITY COUNCIL
CITY OF DEBARY, FLORIDA**

Karen Chasez, Mayor

Annette Hatch, CMC, City Clerk



City Council Meeting City of DeBary AGENDA ITEM

Subject: 2026 Street Resurfacing Project – Work Authorization – FAUSNIGHT STRIPE AND LINE, INC. – Pavement Marking Services	Attachments: ☐ Ordinance
From: Carmen Rosamonda, City Manager	☐ Resolution
Meeting Hearing Date October 7, 2026	☒ Supporting Documents/ Contracts
	☐ Other

REQUEST

City Manager is requesting City Council: approve a Work Authorization in the amount of \$54,566.38 to FAUSNIGHT STRIPE AND LINE, INC. for Roadway Markings and Striping for the 2026 Street Resurfacing Project.

PURPOSE

Permanent pavement markings are required for the 2026 Street Resurfacing Project. The paving Contractor for the 2026 Street Resurfacing Project, C.W. ROBERTS CONTRACTING, INC. has completed the paving and has provided temporary painted pavement markings. The DeBary Land Development Code requires permanent thermoplastic pavement markings and striping for public roadways.

CONSIDERATIONS

FAUSNIGHT STRIPE AND LINE, INC. entered into a Piggyback Agreement with the City of DeBary that is based on a Seminole County, Florida Continuing Contract with FAUSNIGHT STRIPE AND LINE, INC. The proposed Work Authorization for the 2026 Street Resurfacing Project is based on the pricing established under the Fourth Amendment to the Continuing Contract that FAUSNIGHT STRIPE AND LINE, INC. executed with Seminole County on May 15, 2026.

FAUSNIGHT STRIPE AND LINE, INC. has previously provided permanent pavement marking services for the City of DeBary with good results. FAUSNIGHT STRIPE AND LINE, INC is an established pavement marking company that has completed similar pavement marking services for the FDOT, Volusia County and many other municipalities in the region.

COST/FUNDING

The proposed FAUSNIGHT STRIPE AND LINE, INC., Contract Amount is \$54,566.38. Funding for the 2026 Street Resurfacing Project shall be from the Local Option Gas Tax - Fund 126, and the General Fund.

RECOMMENDATION

It is recommended that City Council: approve a Work Authorization to FAUSNIGHT STRIPE AND LINE, INC. for Pavement Marking Services for the 2026 Street Resurfacing Project for the not-to-exceed amount of \$54,566.38.

It is recommended that the City Council approve a contingency budget of \$3,000.00 to provide funding for unforeseen conditions that may arise during construction. With the contingency amount of \$3,000.00 included, the Total Budget for Permanent Pavement Marking Services for the 2026 Street Resurfacing Project is \$57,566.38.

IMPLEMENTATION

The preliminary schedule for FAUSNIGHT STRIPE AND LINE, INC., to start the project is late October 2026. The project is expected to be complete approximately 10 days after Notice to Proceed.

ATTACHMENTS

FAUSNIGHT STRIPE AND LINE, INC - Proposal



910 Charles Street
Longwood, FL 32750
(407) 261-5446 * Fax (407) 261-5449

PROPOSAL

TO City Of Debary

Attention: Kevin Hare
khare@debary.org

PHONE	FAX	DATE
		08/25/26
PROPOSAL #		26-0682
JOB NAME/LOCATION		
City of Debary 2026 Street Resurfacing Various Locations		
Piggyback Seminole County Contract IFB-604562-23/LNF		

We hereby submit specifications and estimates for:

Item	Description	Quantity	U/M	Unit Price	Amount
Project No. 1 - Debary Plantation Blvd & Donald E Smith Blvd:					
711-11-121	Thermoplastic, Standard, White, Solid, 6"	8553	LF	\$ 1.04	\$ 8,895.12
711-11-221	Thermoplastic, Standard, Yellow, Solid, 6"	8912	LF	\$ 1.04	\$ 9,268.48
711-11-123	Thermoplastic, Standard, White, Solid, 12"	210	LF	\$ 3.24	\$ 680.40
711-11-125	Thermoplastic, Standard, White, Solid, 24"	300	LF	\$ 6.48	\$ 1,944.00
711-11-160-C	Thermoplastic, Standard, White, Message, "MERGE"	2	EA	\$ 141.00	\$ 282.00
711-11-170-A	Thermoplastic, Standard, White, Arrow, (Turn & Through)	2	EA	\$ 108.00	\$ 216.00
706-3	Retro Reflective Pavement Markers Class B (FDOT 706)	300	EA	\$ 4.25	\$ 1,275.00
Project No. 2 - Barwick Rd:					
711-11-121	Thermoplastic, Standard, White, Solid, 6"	11016	LF	\$ 1.04	\$ 11,456.64
711-11-221	Thermoplastic, Standard, Yellow, Solid, 6"	11016	LF	\$ 1.04	\$ 11,456.64
711-11-125	Thermoplastic, Standard, White, Solid, 24"	33	LF	\$ 6.48	\$ 213.84
711-11-160-P	Thermoplastic, Standard, White, Message, "RXR"	1	EA	\$ 141.00	\$ 141.00
706-3	Retro Reflective Pavement Markers Class B (FDOT 706)	280	EA	\$ 4.25	\$ 1,190.00
Project No. 3 - Spring Lake Dr:					
711-11-125	Thermoplastic, Standard, White, Solid, 24"	12	LF	\$ 6.48	\$ 77.76
706-3	Retro Reflective Pavement Markers Class B (FDOT 706) Blue	1	EA	\$ 4.25	\$ 4.25
Project No. 4 - Ft Florida Rd From Fire Station No 39 to Alexander Island Park:					
711-11-121	Thermoplastic, Standard, White, Solid, 6"	3378	LF	\$ 1.04	\$ 3,513.12
711-11-221	Thermoplastic, Standard, Yellow, Solid, 6"	3378	LF	\$ 1.04	\$ 3,513.12
706-3	Retro Reflective Pavement Markers Class B (FDOT 706)	84	EA	\$ 4.25	\$ 357.00
706-3	Retro Reflective Pavement Markers Class B (FDOT 706) Blue	1	EA	\$ 4.25	\$ 4.25
Project No. 5 - Bayou Vista St:					
711-11-125	Thermoplastic, Standard, White, Solid, 24"	12	LF	\$ 6.48	\$ 77.76

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Total:	\$ 54,566.38
Authorized Signature	Terms: Net 30
<i>John Bruce</i>	Proposal Valid for 90 Days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance

Signature



City Council Meeting City of DeBary AGENDA ITEM

Subject: Federal Grant Services Agreement – Becker & Poliakoff, P.A.	Attachments: () Ordinance () Resolution (x) Supporting Documents/ Contracts () Other
From: Carmen Rosamonda, City Manager	
Meeting Hearing Date October 7, 2026	

REQUEST

City Manager is requesting City Council approve the Federal Grant Services Agreement between Becker & Poliakoff, P. A. and the City of DeBary.

PURPOSE

The purpose is to enhance our opportunities to seek federal grants and appropriations to fund DeBary's Complete Street Initiative for Highway 17-92 and more.

CONSIDERATIONS

- The City has had an one-year contract with Becker & Poliakoff. P.A. this past year. Their offices are located in Washington, D.C. Many of their associates are former USDOT leaders which provides better access to various transportation grants and appropriations. This organization is critical in executing our overall strategy to update Highway 17-92. This contract is for 2 years, expiring on August 31, 2028.
- Vice Mayor Butlien visited Washington D.C. on a Florida League of Cities trip and Becker and Poliakoff's arranged meetings with the Assistant Secretary of USDOT with Vice Mayor individually and a 2nd meeting with the City Manager and Staff. These meetings provided insight to key funding opportunities with USDOT.
- Here is the process going forward.....
 - The first step in this grant and appropriation process is to complete the "Safe Streets for All" study, which is in process right now.
 - FDOT will be resurfacing Highway 17-92 through DeBary in December 2026, narrowing the traffic lanes from 12' to 11'. This will enable bringing the curbs inward to enable the 10-12' sidewalks for pedestrians, bikes and golf carts.
 - The third step will be seek grant funding to put the power lines underground along Highway 17-92, approximately \$6 million.
 -

- Step 4 is seeking the funding for engineering and construction to move the curbs inward which will cost approximately \$20 million. Federal grants and appropriations will be the source for this project.
- Step 5 is to ensure continuous improvement to pedestrian crossings on Highway 17-92, which may include but not limited to traffic signals, pedestrian bridge, and/or accommodations for other future modes of transportation.

COST/FUNDING

The cost of this contract is \$3,800 per month or \$45,600 annually. The cost of the contract is already approved in the FY 2026-27 budget.

RECOMMENDATION

It is recommended that City Council to approve the Federal Grant Services Agreement between Becker & Poliakoff, P. A. and the City of DeBary and authorize the City Manager to execute the agreement.

IMPLEMENTATION

Immediately upon approval.

ATTACHMENTS

Agreement – Becker & Poliakoff, P.A. for Federal Grant Services



16 Colomba Road, DeBary, Florida 32713 • Tel: 386.668.2040 •

AGREEMENT

By and Between

The City of DeBary, Florida

and

Becker & Poliakoff, P.A

for

34-26 - Federal Grant Services

This Agreement ("Agreement") is made by and between the City of DeBary, Florida, a political subdivision of the State of Florida, located at 16 Colomba Rd. DeBary, FL. 32713, (hereinafter referred to interchangeably as "The City of DeBary," "the City", "City"), and Becker & Poliakoff, P.A. ("Becker Partners"), whose business address is 1275 K Street, N.W., Suite 850, Washington DC, 20005 (hereinafter referred to as "Contractor"). Each entity shall be referred to individually as a "Party" and collectively as, the "Parties."

WITNESSETH:

WHEREAS the City of DeBary desires to secure a contractual relationship for the purpose of providing Federal Grant Services as outlined in **Exhibit A** Scope and Fees for Services;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the Parties agree as follows:

1. Definitions.

- 1.1. **"Confidential Information"**: For purposes hereof, "Confidential Information" shall mean any non-public information of the other Party that is designated as confidential, or that the receiving Party knew or reasonably should have known was confidential because it derives independent value from not being generally known to the public. Confidential Information shall not include any information which: (i) a Party can demonstrate was rightfully in its possession before the date of disclosure to it by the other Party; (ii) at the time of disclosure or later, is published or becomes part of the public domain through no act or failure to act on the part of a Party; (iii) a Party has developed independently without reference to any Confidential Information of the other Party; (iv) a Party can demonstrate such information came into its possession from a third-party who had a bona fide right to make such information available; or (v) is subject to the Florida Public Records Law, Chapter 119, F.S., or any other information required to be disclosed by a valid court order or agency of government.
- 1.2. **"Contractor"** means Becker & Poliakoff, P.A. a Party hereto, who is authorized to conduct business in the State of Florida, offering Services hereunder, which has executed this Agreement, and which shall be legally obligated, responsible, and liable for providing and performing any of the Services, work, and materials, including services and/or work of any approved sub-contractors, required under the covenants, terms, and provisions contained in this Agreement and any Amendments thereto.
- 1.3. **"Agreement"** refers to this executed Agreement by and between the City of DeBary and the Contractor and all Amendments and Renewals issued after execution of this Agreement.

- 1.4. **"Parties"** shall mean each entity or individual entering into this Agreement, the City of DeBary, and Contractor, respectively.
2. **Amendments and Modifications:** No Amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each Party.
3. **Term and Termination:** This Agreement shall be for a period of two (2) years, consisting of two consecutive one-year terms. The first term shall commence on September 1, 2026, and continue through August 31, 2027. The second term shall commence on September 1, 2027, and continue through August 31, 2028, unless earlier terminated in accordance with the Termination provision below.

Either Party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other Party. All obligations of the Parties under this Agreement shall cease upon termination, except that Becker Partners shall be compensated for all work performed prior to termination and shall promptly return all City documents, data, and other materials.

4. **Public Records:**

The City of DeBary is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law.

4.1. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Annette Hatch, CMC, City Clerk AT 386.601.0219, ahatch@debary.org 16 Colomba Road, DeBary, FL 32713**

4.2. The Contractor acknowledges its legal obligation to comply with Section 119.0701, Florida Statutes. The Contractor shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, which would be required to be kept and maintained by the City of DeBary to perform the scope of services. The Contractor shall comply with all requirements for retaining public records and shall transfer, at no cost to the City of DeBary, all public records in the possession of the Contractor upon a request for such public records. See Section 119.0701(2)(b)4, Florida Statutes, for additional record-keeping requirements.

4.3. A request to inspect or copy public records relating to the City of DeBary's Agreement for services must be made directly to the City of DeBary's Custodian of Public Records. If the City of DeBary does not possess the requested records, the City of DeBary's Custodian of Public Records shall immediately notify the Contractor of the request. The Contractor must provide a copy of the records to the City of DeBary or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. If the Contractor does not timely comply with the City of DeBary's request for records, the City of DeBary shall be able to sue for breach of Agreement and the prevailing party shall be entitled to attorney's fees.

4.4. Should the Contractor fail to provide the requested public records to the City of DeBary within a reasonable time, the Contractor understands and acknowledges that it may be subject to penalties under Sections 119.0701(3)(c) and 119.10, Florida Statutes.

4.5. The Contractor shall not disclose public records that are exempt, or confidential and exempt, from public records disclosure unless specifically authorized by law for the duration of this Agreement term and following the completion, expiration, or termination of same if the Contractor does not transfer the records to the City of DeBary. Upon completion, expiration, or termination of this contract, the Contractor shall transfer, at no cost to the City of DeBary, all public records in its possession or keep and maintain public records required by the City of DeBary to perform the services. If the Contractor transfers all public records to the City of DeBary, the Contractor shall destroy any duplicate public records that are

exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion, expiration, or termination of this agreement the Contractor shall meet all applicable requirements for retaining public records and provide requested records to the City of DeBary under the requirements of this Article. All public records stored electronically must be provided to the City of DeBary in a format that is compatible with the information technology systems of the City of DeBary.

5. **Conflict of Interest:** In addition to complete adherence to the requirements provided in Section 112.313, F.S., the Contractor must disclose the name of any officer, director, agent, or representative who is also an employee of the City of DeBary, who knowingly owns, directly or indirectly, any interest of any amount in the Contractor's company, firm, or business, or who derives income of any kind from the Contractor's company, firm, or business.
6. **Independent Contractor Relationship:** The Contractor is, and shall be, in the performance of all Services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the City of DeBary. All persons engaged in any of the work or Services performed under this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects, the Contractor's relationship and the relationship of its employees to the City of DeBary shall be that of an independent contractor and not as employees or agents of the City of DeBary. The Contractor does not have the power or authority to bind the City of DeBary in any promise, agreement, or representation.

Nothing contained herein shall be deemed to create an association, partnership, joint venture, or relationship of principal and agent or master and servant among the Parties or any affiliate thereof, or to provide any Party hereto with the right, power, or authority whether expressed or implied, to create any such duty or obligation on behalf of any other Party.

The City of DeBary, in its absolute discretion, retains the right to reject, bar, or require the replacement of any employee, subcontractor, or agent of the Contractor. Such rejection shall not relieve the Contractor of the obligation to perform all work in compliance with the Agreement.

7. **Patents, Copyrights, and Royalties:** The Contractor, without exception, shall indemnify, defend, and hold harmless the City of DeBary and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the Agreement, including its use by the City of DeBary. If the Contractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception its Agreement prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
8. **Marketing/Advertising/Names/Trademarks:** The Contractor shall acquire no rights under the Agreement to, and shall not use, the name "The City of DeBary" or any variation thereof, either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark in any of the Contractor's advertising, publicity, or promotion: to express or imply any endorsement by the the City of DeBary of the Contractor's Services; or in any other manner (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by the City of DeBary, except as expressly permitted herein. This clause shall survive the expiration or sooner termination of this Agreement.
9. **Right to Use Existing Contracts/Non-exclusivity:** The City of DeBary reserves the right to utilize any other contract, including, but not limited to, the following: any State of Florida contract, any contract awarded by any other city or county governmental agency, school boards, community colleges/state university systems, cooperative agreements, or to directly negotiate/purchase per the City of DeBary's policy. The City of DeBary also reserves the right to contract separately any item(s) and/or service(s) covered under this Agreement, if deemed to be in the best interest of the City of DeBary, at any time during this Agreement term.

10. **Payment:** The City of DeBary will only pay the dollar amounts as authorized on the purchase order. Payment will be made according to Chapter 218, F.S., Local Government Prompt Payment Act, after the commodities or contractual services provided by the Contractor have been received, inspected, and found to comply with award specifications, to be free of damage or defect, and to be properly invoiced. Payment for partial shipments shall not be made unless specified in the purchase order. Failure to follow these instructions may result in delays in processing invoices for payment. The purchase order number must appear on invoices, bills of lading, packages, cases, delivery lists, and correspondence.
11. **Assignment:** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or of any or all of its rights, title, or interest therein, or its power to execute such agreement to any person, firm, or corporation without prior written authorization by the City of DeBary.
12. **E-Verify:** By entering into this Agreement with the City of DeBary, the Contractor is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Further, by execution of this Agreement, the Contractor affirms and represents that it is registered with, and uses the E-Verify system, and will continue to use the E-Verify system. Compliance with Florida Statutes Section 448.095 includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien.
13. **Compliance with Laws:** Contractors are required to be familiar with all Federal, State, and local laws, ordinances, rules, and regulations that may affect their work in any manner. Failure on the part of the Contractor to be aware of any law, ordinance, rule or regulation will in no way relieve the Contractor from any responsibility or liability arising from the Agreement award. The Contractor assures and certifies that they will comply with all laws, ordinances, rules, regulations, and all other legal requirements. The Contractor shall abide by all OSHA, NFPA, and ADA regulations about the hazards associated with the project, such as fall protection, lockout/tag-out, PPE, safety barricades, portable fire suppression/extinguishers, job site first aid kits, and emergency communication. Any fines levied due to inadequacies or failure to comply with all requirements shall be the sole responsibility of the Contractor.
14. **Certification Regarding Scrutinized Companies:** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into, or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents (\$1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

By submitting a Proposal, the Contractor constitutes certification that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The Contractor further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. The Contractor acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. The Contractor further understands that any Agreement with the City of DeBary for goods or services of any amount may be terminated at the City of DeBary's option if the Contractor (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is one million dollars (\$1,000,000) or more, the Agreement may be terminated at the City of DeBary's option if the Contractor is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

15. **Audit and Inspection:** The City of DeBary or its representatives reserve the right to inspect and/or audit the Contractor's documents and records as they pertain to the products and services delivered under this Agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions, and specifications on all matters, rights, duties, and obligations established by this Agreement. Documents or records in any form shall be open to the City of DeBary's representatives and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the City of DeBary and the Contractor.
16. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the City of DeBary, its council members, employees, and representatives from and against any claims, suits, judgments, demands, liabilities, damages, costs, and expenses, including attorney's fees, of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Contractor or its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole gross negligence or intentional misconduct of the City of DeBary.

Nothing in this Agreement shall be deemed to affect the rights, privileges, or be deemed a waiver of, or limitation of the City of DeBary's sovereign immunity protection and limitations of liability under Section 768.28, F.S. Any indemnity or assumption of liability by the City of DeBary hereunder shall be subject to the City of DeBary's rights to sovereign immunity and any other limitations of liability provided the City of DeBary under Florida law.

17. **Governing Law and Venue:** Applicable Law, Venue, Jury Trial: The laws of the State of Florida shall govern all aspects of this Agreement. In the event either Party must initiate legal action regarding this Agreement, the venue shall lie in Volusia County, Florida. The Parties hereby waive their right to trial by jury in any action, proceeding, or claim, arising out of this Agreement, which may be brought by either of the Parties hereto.
18. **Liquidated Damages:** The Contractor agrees to the use of Liquidated Damages in the event the Contractor fails to perform by the provisions herein. On the occasion where the Contractor is in default of the Agreement, or of any material provision thereof, or fails to remedy any deficiency in performance, the City of DeBary may procure the necessary supplies or services from an alternative source and hold the Contractor financially responsible for any excess costs incurred. The difference between the Agreement price of the product or service and the actual price paid may be deducted from any current or future obligations owed to the Contractor.
19. **Force Majeure:** Neither Party shall be liable for any failure or delay in performing any duty, requirement, or obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, epidemic, pandemic, quarantine, riots, civil commotion, acts of government authorities, changes in laws or regulations strikes, or other labor disputes, or because of any other matter or condition beyond the control of either Party and which cannot be overcome by reasonable diligence and without unusual expense.
20. **Report of Unsatisfactory Products and/or Services:** A Performance Report form will be utilized to document unsatisfactory performance during the term of this Agreement.
21. **Mandatory Disclosure of Confidential Information:** If either Party becomes compelled by law or regulation (including securities laws) to disclose any information which applicable law or this Agreement requires to be held confidential, then such Party will provide the other Party with prompt written notice so that such other Party may seek an appropriate protective order or other remedies. If a remedy acceptable to the Party whose Confidential Information is at issue is not obtained by the date that the Party subject to the disclosure requirement must comply with such requirement, then such Party will furnish only that portion of the Confidential Information that it is legally required to furnish, and to the extent allowed by law, such disclosing Party shall require any recipient of the Confidential Information to exercise commercially reasonable efforts to keep the information confidential.

22. Remedies for Disclosure of Confidential Information: Both Parties acknowledge that unauthorized disclosure or use of the Confidential Information may irreparably damage the Party whose Confidential Information is disclosed in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give the affected Party the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Each Party hereby waives the posting of a bond concerning any action for injunctive relief. Each Party further grants the other Party the right, but not the obligation, to enforce these provisions in its name against any of such Party's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.

23. Insurance:

A. Coverages

Prior to commencement of its Work, the Contractor shall furnish to City, policies of insurance and appropriate certificates evidencing that the below described insurance is in force and fully paid. All insurance policies and certificates provided for hereunder shall become a part of the resulting Agreement, and the policies and insurance company issuing same must be acceptable to City.

1. The Contractor must purchase and maintain insurance of the following types of coverage and limits of liability:
 - 1.1 Commercial General Liability (CGL) with limits of insurance no less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.
 - 1.1.1 If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
 - 1.1.2 CGL coverage must be written on ISO Occurrence Form CG 00 01 1093 or a substitute form providing equivalent coverage and must cover liability arising from premises, operation, and personal and advertising injury.
 - 1.1.3 City, Owner, and all other parties required by the City and/or by the Owner Contract, must be included as addition insureds on the CGL, the endorsement used must provide a scope of coverage equivalent to or broader than the ISO CF 20 10 and 2037 forms. This insurance for the additional insureds must be as broad as the coverage provided for the name insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured. Insurance must be primary and non-contributory.
 - 1.1.4 The Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the Project and maintain Completed Operations coverage for itself and each additional insured through the longer of the applicable statute of limitations or repose period for construction defects and products liability claim in the state where the Work is performed after completion of the Work.
 - 1.2 Automobile Liability
 - 1.2.1 Business Auto Liability insurance with minimum limits of at least \$1,000,000 each accident is required.
 - 1.2.2 Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - 1.2.3 City, Owner and all other parties required of the City shall be included as addition insureds on the auto policy.
 - 1.3 Workers' Compensation and Employers Liability
 - 1.3.1 The Contractor will acquire and maintain a Workers' Compensation policy in accordance with Florida statutory requirements.
 - 1.3.2 To the extent that a Contractor does not have worker's compensation insurance coverage, such Contractor hereby warrants and represents that the Contractor is not required to have such coverage under Florida law or any other law. Failure to

carry worker's compensation insurance where required by law will constitute a material breach of any resulting Agreement and disqualification from this solicitation. The Contractor's indemnification and hold harmless obligations under subsection (a) of this section will expressly include, but are not limited to, any and all claims by any injured employee of Contractor, regardless of the merits of such claim. None of the Contractor's employees, agents, officers, representatives, or subcontractors may be considered employees of the City for purposes of worker's compensation or for any other purpose.

2. Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the Contractor's Work. A copy of the Additional Insured Endorsement that is part of the Contractor's Commercial General Liability Policy must be attached to each certificate of insurance for such Policy. The City must receive Contractor's proof of insurance as required above at the beginning of each Project, and at any other time that the insurance required by the Contract Documents is required to be in place. Such condition is an express condition precedent to the Contractor's right to commence work and Contractor's right to payment at any time.
 3. Coverages, whether written on an occurrence or claims-made basis, must be maintained without interruption from date of commencement of the Contractor's Work until date of final payment and termination of any coverage required to be maintained after final payment to the Contractor.
 4. These certificates and the insurance policies required by this paragraph shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the City. If any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment. If the Contractor receives notice that any of its insurance carriers intend to cancel, non-renew, or material change any of the policies required to be maintained by the Contract for any reason, it must immediately give written notice of the same to City. Furthermore, if the Contractor cancels, non-renews, or materially changes any of the policies required to be maintained by the Contract for any reason, it must give written notice to City thirty (30) days in advance of such changes becoming effective. The use of "Leased Employees" or a Professional Employer Organization to administer Workers' Compensation shall expressly constitute a material change. Contractor's failure at any time to have insurance coverage of the types and amounts listed herein is a material breach of contract and a default justifying termination of the awarded Contract.
 5. Waiver of Subrogation. The Contractor shall waive all rights against City, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Contractor's commercial general liability, commercial umbrella liability, business auto liability or Workers' Compensation and employer's liability insurance maintained per requirements stated above.
 6. It is expressly agreed and understood by and between the Contractor and the City that all insurance, whether issued on a primary or excess basis, afforded the additional insureds shall be primary insurance to any other insurance available to City and that any other insurance carried by City shall be excess of all other insurance carried by the Contractor and shall not contribute with the Contractor's insurance. The Contractor further agrees to provide endorsements on its insurance policies that will state the foregoing; however, Contractor's failure to provide such endorsement will not affect any Agreement awarded hereunder.
- B. All insurance certificates shall remain valid and in full force for the term of the Agreement. Failure to maintain binding insurance policies for awarded services will be grounds for termination of awarded Agreement.
24. **Public Entity Crimes:** Any Person or affiliate, as defined in Section 287.133 of the Florida Statutes, shall not be allowed to contract with the City, nor be allowed to enter into a subcontract for Work on this Project,

if such a person or affiliate has been convicted of a public entity crime within three (3) years of the date of this Project was advertised for Bid, or if such person or affiliate was listed on the State's convicted vendor list, within three (3) years of the date of this Project was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), including but not limited to, any contract for the construction or repair of a public building or public work involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation.

Any Contract with the City obtained in violation of this Section shall be subject to termination for cause. A subcontractor who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a subcontractor acceptable to the City.

25. **Sovereign Immunity:** City expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with section 768.28, Florida Statutes. Regardless of anything set forth to the contrary in any section or part of the Agreement, nothing in the Agreement may be deemed as a waiver of immunity or limits of liability off the City beyond any statutorily limited waiver of immunity or limits of liability that may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims, whether brought in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort. Nothing in the Agreement inures to the benefit of any third party for the purpose of allowing any claim against City, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.
26. **Non-appropriation:** City's performance and obligation to pay under the Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.
27. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes:** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.
28. **Nondiscrimination:** Contractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status

as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

29. **Compliance with Human Trafficking Statute and Affidavit Requirement.** The Contractor hereby certifies and affirms that it does not engage in any activities that are prohibited under section 787.06, Florida Statutes, including but not limited to the use of coercion for labor or services as defined under the statute. Furthermore, the Contractor agrees to execute and provide to the City an affidavit, attached hereto as **Exhibit "E"**, signed by an authorized officer or representative of the Contractor, under penalty of perjury, attesting to the Contractor's compliance with the requirements of this statute. This affidavit shall be provided at the time of execution, renewal, or extension of this contract.
30. **City Logo:** Contractor may not use the City's logo unless otherwise authorized in writing by the City Manager. Contractor's or its employee's or agent's misuse of the City's logo will constitute a material default of the Agreement and basis for immediate termination of the Agreement upon written notice, and be subject to other rights and remedies that the City may have at law and in equity.
31. **Florida Prompt Payment Act:** Regardless of anything set forth in the Agreement to the contrary, all invoicing, payments, and disputes regarding any such invoices or payments will be governed by the applicable provisions of Part VII, Chapter 218, Florida Statutes (the Local Government Prompt Payment Act).
32. **Access and Audits:** Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract. City or its duly authorized representatives shall have access to such books, records, and documents as required in this section for the purpose of inspection, audit, excerpts and transcription during normal business hours, at the City's cost, upon five (5) days written notice.
33. **Notice:** All formal notices, proposed changes, and determinations between the Parties hereto including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by United States mail, postage prepaid, to the Parties at the contact information listed below:

The City of DeBary, Florida

Attention: Susan Perry, Purchasing Coordinator
16 Colomba Rd.
DeBary, FL 32713
Telephone: 386-668-2040
Email: SPerry@DeBary.org

Becker & Poliakoff, P.A

Attention: Sadie Haire, Gov. Relations Consultant
1275 K Street, N.W., Suite 850
Washington, DC 20005
Telephone: 850-557-1307
Email: shaire@beckerlawyers.com

IN WITNESS WHEREOF, the City of DeBary has made and executed this Agreement, and the Contractor has made and executed this Agreement on the day and year written below.

BECKER & POLIAKOFF, P.A



9/23/2026

Authorized Representative Signature

Date

Sadie Haire, Government Relations Consultant

Name & Title

THE CITY OF DEBARY, FLORIDA

Carmen Rosamonda
City Manager

Date

Reviewed by:

Susan Perry
Purchasing Coordinator

Date

Exhibit A

Becker Partners will perform work as outlined below:

1. Communicate with Client's staff to determine eligibility, requirements, and feasibility for federal grants. The Client's staff has developed a listing of projects for which they are seeking federal funding. Becker Partners will work with Client's staff to identify appropriate grants for the Client to submit an application.
2. Becker Partners will communicate and advocate on the Client's behalf as it deems necessary and appropriate before the Federal government, its staff, and senior leadership.
3. Becker Partners will coordinate visits by the Client's Councilmembers and staff as it deems necessary and appropriate.

Compensation:

Becker Partners shall receive from the Client **a monthly fee of \$3,800.00** for Becker Partners' services under this Agreement.

The fee shall be paid in monthly installments of \$3,800.00 throughout the term of this Agreement.

Exhibit B
DRUG-FREE WORKPLACE CERTIFICATION FORM

In accordance with Section 287.087, F.S., preference shall be given to businesses with drug-free workplace programs. To have a drug-free workplace program, a business shall:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- d. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- e. Impose a sanction on, or require satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available who is so convicted.
- f. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

As the person authorized to sign the statement, I certify that this Contractor complies fully with the above requirements.

Becker & Poliakoff

Contractor Name

Sadie Haire, Government Relations Consultant

Name and Title of Authorized Representative



Signature

9/23/26

Date

Exhibit C

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND
VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants' responsibilities*. The regulations were published as **Part IV of the January 30, 1989, Federal Register (pages 4722-4733)**.

- (1) By submission of this form, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of the agency.

Becker & Poliakoff

Contractor Name

Sadie Haire, Government Relations Consultant

Name and Title of Authorized Representative



Signature

9/23/26

Date

Exhibit D
BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

The undersigned company certifies to the best of its knowledge 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 is included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts undergrants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of the 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 undersigned company 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. § 3801 et seq., apply to this certification and disclosure if any.

Becker & Poliakoff

Contractor Name

Sadie Haire, Government Relations Consultant

Name and Title of Authorized Representative



9/23/26

Signature

Date

Exhibit E
CONTRACTOR'S STATUTORY COMPLIANCE AFFIDAVIT
With
Florida Statutes §287.138, Contracting with Entities of Foreign Countries of Concern
§787.06, Coercion for Labor or Services
And
§287.1346, Provision of Commodities produced by Forced Labor

Before me, the undersigned authority, personally appeared, Sadie Haire (Affiant), who after being duly sworn, deposes and states:

I am a member of Senior Management, or an officer of the business entity identified below, currently serving as its

Government Relations Consultant (Title or Role).

I am over eighteen years of age, I have personal knowledge of the matters set forth herein and I am authorized to provide this Affidavit on behalf of the business entity identified below.

I hereby acknowledge on behalf of the business entity identified below that I am aware that governmental entities of the State of Florida are prohibited from entering into, amending, extending, and renewing certain contracts and agreements with entities of foreign countries of concern, pursuant to Section 287.138, Florida Statutes, and with business entities that engage in forced labor and human trafficking practices, pursuant to Sections 287.1346, and 786.06, Florida Statutes.

Business Legal Name:	Becker & Poliakoff P.A.
Business Legal Address:	1 East Broward Boulevard, Suite 1800
	Fort Lauderdale, Florida
	33301
Business Taxpayer Identification Number (TIN):	59-1640708

I hereby certify that:

✓	My business is not owned by a foreign country of concern, as defined by Section 287.138(1)(a), Florida Statutes.
✓	No foreign country of concern has a controlling interest in my business, as defined by Section 287.138(2)(b), Florida Statutes.
✓	My business is not organized under the laws of or has its principal place of business in a foreign country of concern as defined by Section 287.138(2)(c), Florida Statutes.
✓	My business does not engage in forced labor practices, as defined by Section 287.1346, Florida Statutes.
✓	My business does not engage in human trafficking, as defined by Section 787.06, Florida Statutes.
✓	My business does not employ or engage any person who performs any of the activities in Section 787.30, Florida Statutes.

I am aware that, in addition to criminal penalties for perjury for providing false information in this Affidavit, the business' failure to comply with the requirements of Sections 287.1346 and 287.138, and Chapter 787, Florida Statutes, may result in civil and criminal penalties, prohibitions against doing business with any governmental entity of the State of Florida the suspension or revocation of all business or professional licenses and certifications issued by the State of Florida.

By signing this Affidavit, I agree that I will notify City of DeBary's Contract Manager within ten (10) calendar days of any change in my business entity status that would make any statement made in this Affidavit untrue and within thirty (30) calendar days of gaining direct knowledge that any subcontractor or vendor is in violation of any of the requirements of Sections 287.1346 and 787, Florida Statutes. I further acknowledge that the failure to make the appropriate notification will result in the immediate termination of any contract with my business.

I HEREBY AFFIRM AND VERIFY THAT THE FOREGOING IS TRUE AND CORRECT.

Signed and Delivered on this 24th day of September 2026.

BY: Sadie Haire
Signature of Affiant

Sadie Haire
Printed Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ Physical Presence or

☒ Online Notarization this 24th day of September 2026, by Sadie Haire, who ☒ is personally known to me
or ☐ produced _____ as identification.

SARA LEA BARNES
Notary Public-State of Florida
Commission No. HH 407049
My Commission Expires Jun 5, 2027

Remotely Notarized with audio/video via
Simplifile

[Signature]
Notary Public
Print Name: Sara Lea Barnes
My Commission Expires Jun 5, 2027



City Council Meeting City of DeBary AGENDA ITEM

Subject: Operation & Maintenance Agreement – Volusia County Utilities	Attachments: () Ordinance () Resolution (x) Supporting Documents/ Contracts () Other
From: Carmen Rosamonda, City Manager	
Meeting Hearing Date October 7, 2026	

REQUEST

City Manager is requesting City Council approve the Operation and Maintenance Agreement between Volusia County Utilities and the City of DeBary for sanitary sewer and related wastewater facilities at Alexander Island Park.

PURPOSE

The purpose is to clarify responsibility for operation, maintenance, repair and replacement of the Service Line and the right to use publically dedicated easement.

CONSIDERATIONS

- The City and Volusia County Utilities (VCU) have been working on multiple projects in and around the Rivington/Alexander Island area, which includes extension of sewer lines and lift stations in Rivington to serve Alexander Island, extension of potable water lines along Ft. Florida Road and the construction of a two million gallon water storage tank behind Station 39.
- This agreement is needed to clarify roles and responsibilities of City sewer infrastructure from Alexander Island restrooms connecting into County utilities.

COST/FUNDING

There is no cost for this approval.

RECOMMENDATION

It is recommended that City Council to approve the Operation and Maintenance Agreement between Volusia County Utilities and the City of DeBary for sanitary sewer and related wastewater facilities at Alexander Island Park.

IMPLEMENTATION

The agreement will go to Volusia County Council for approval

ATTACHMENTS

Operation & Maintenance Agreement

After Recording Return to:
City of DeBary
Attn: City Clerk
16 Colomba Road
DeBary, FL 32713

OPERATION AND MAINTENANCE AGREEMENT

THIS OPERATION AND MAINTENANCE AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of _____, 2026 (the “Effective Date”), by and between:

CITY OF DEBARY, a municipal corporation of the State of Florida, whose address is 16 Colomba Road, DeBary, Florida 32713 (the “Municipality”); and

VOLUSIA COUNTY, a political subdivision of the State of Florida, whose address is 123 W. Indiana Ave., DeLand, FL 32720 (the “County”).

The Municipality and the County are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. The Rivington Phase 3 plat recorded in the official records of Volusia County, Florida, at Plat Book 66, Pages 8-23 (the “Plat”), creates utility easements dedicated to the public and the City of DeBary, including that portion of the utility easement depicted on **Exhibit A** attached hereto (the “Easement”).
- B. The Easement was dedicated to the public and the City of DeBary for utility purposes, including the installation, operation, maintenance, repair, replacement, and inspection of sanitary sewer and related wastewater facilities.
- C. The County owns, operates, and maintains a public water and wastewater collection and treatment system serving customers within its utility service area, and has utilities currently located and operating within the Easement.
- D. The Municipality owns Alexander Park, which is adjacent to lands within the Plat and desires the installation and operation of a 1.5” wastewater service line within the Easement connecting and providing service to Alexander Park; and
- E. The Municipality desires that a one and one-half inch (1.5”) wastewater service line, together with appurtenances (collectively, the “Service Line”), be installed within the Easement to serve Alexander Park (the “Served Premises”).
- F. The Parties wish to allocate responsibility for the operation, maintenance, repair, and replacement of the Service Line, to confirm the Municipality’s right to use the publicly dedicated Easement for that purpose, the City’s responsibility for construction and maintenance of the Service Line, and to establish related terms governing access, standards of work, liability, and administration.
- G. The Parties are authorized to enter into this Agreement pursuant to applicable intergovernmental cooperation and municipal utility statutes of the State of Florida, and the governing bodies of the Parties have duly authorized execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Access and Use. The Parties acknowledge that the County's and the Municipality's right to use the Easement arises from the public dedication set forth in the Plat. In furtherance of that acknowledgment, the Parties unconditionally confirm, and agree not to interfere with either Party's non-exclusive right to enter upon the Easement at all reasonable times (and at any time in an emergency), with personnel, vehicles, and equipment, for the purposes of installing, operating, maintaining, repairing, replacing, inspecting, testing, and locating public utilities within the Easement including the Municipality's the Service Line. The County shall exercise reasonable care to avoid damage to the Service Line when performing work in the Easement and shall promptly notify the Municipality of any damage to the Service Line caused by the County's activities. The Municipality shall exercise reasonable care to avoid damage to the County's utilities when performing work in the Easement and shall promptly notify the County of any damage to the County's utilities caused by the Municipality's activities.

2. Notice of Entry. Except in an emergency, the Municipality shall use reasonable efforts to provide the County not less than forty-eight (48) hours' prior notice of planned entry involving excavation or substantial surface disturbance. Emergency entry may be made without prior notice; the Municipality shall notify the County as soon as practicable thereafter.

3. Restoration. Following any work in the Easement, the Municipality shall restore the disturbed area to a condition reasonably comparable to that existing immediately prior to the work, including replacement of sod, pavement, or other surface treatments of like kind and quality, within a reasonable time not to exceed thirty (30) days after completion of the work (weather permitting), unless the Parties agree otherwise in writing.

4. Responsibility for Installation of the Service Line. The Municipality shall, at its expense, cause the Service Line to be designed and installed in accordance with the Municipality's standard specifications and the County's applicable utility connection and construction standards. After installation of the Service Line, as-built drawings showing the horizontal and vertical location of the Service Line are to be provided to the Municipality and the County.

5. Municipality Obligations. The Municipality agrees, at its expense, to operate, maintain, repair, and, when reasonably necessary, replace the Service Line located within the Easement. Maintenance includes, as reasonably required: periodic inspection and locating; clearing of blockages within the Service Line; repair of leaks, breaks, and failed joints; replacement of damaged pipe; and response to emergencies involving the Service Line.

6. Term. This Agreement commences on the Effective Date and continues for so long as the Service Line remains in service within the Easement, unless earlier terminated as provided herein. Upon termination, the Municipality may, at its election, remove the Service Line or abandon it in place.

7. Termination by Mutual Consent. The Parties may terminate this Agreement by written instrument signed by both Parties.

8. Termination for Cause. Either Party may terminate this Agreement upon written notice if the other Party materially breaches this Agreement and fails to cure the breach within thirty (30) days after receiving written notice specifying the breach (or, if the breach is not reasonably curable within thirty days, fails to commence and diligently pursue a cure). All notices under this Agreement shall be in writing and delivered by hand,

overnight courier, or certified mail, return receipt requested, to the main office addresses of the Parties. In an emergency arising from a breach, the non-breaching Party may take reasonably necessary protective action without waiting for the cure period. If the Agreement is terminated, the Municipality shall disconnect the Service Line from its connection to the County sewer line connection within sixty (60) days after written notice is given by either Party to terminate this Agreement. If the Municipality fails to disconnect the Service Line within sixty (60) days after written notice, the County may disconnect the Service Line from the County's sewer line and shall invoice the Municipality for the disconnect cost incurred by the County. The Municipality shall pay the invoice within thirty (30) days of receipt of the County invoice. This provision shall survive the termination of this Agreement.

9. No Waiver of Immunity. Nothing in this Agreement is intended to waive, nor shall it be construed as a waiver of any immunity, limitation of liability, or damage cap available to either Party under the constitution or laws of the State of Florida, including but not limited to Section 768.28, Florida Statutes, as may be amended from time to time.

10. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Florida, without regard to conflict-of-laws principles. Venue for any action arising out of this Agreement shall lie exclusively in the courts of competent jurisdiction located in Volusia County, Florida.

11. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations and representations relating thereto. No amendment is effective unless in a writing signed by both Parties.

12. Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force, and the invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the Parties' intent.

13. Waiver. No waiver of any provision is effective unless in writing. A waiver of one breach is not a waiver of any other or subsequent breach.

14. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party, except that the Municipality may assign its rights and obligations to a successor operator of its public wastewater system. This Agreement binds and benefits the Parties and their permitted successors and assigns.

15. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties and does not confer rights upon any other person or entity.

16. Relationship of the Parties. Nothing in this Agreement creates a partnership, joint venture, or agency relationship. Neither Party has authority to bind the other.

17. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which is deemed an original, and all of which together constitute one instrument. Electronic and facsimile signatures shall be deemed original signatures for all purposes.

18. Recording. Either Party may record this Agreement, or a memorandum thereof, in the official land records of Volusia County. The Parties shall cooperate in executing a short-form memorandum if requested.

19. Authority. Each person signing this Agreement represents that he or she is authorized to bind the Party on whose behalf the signature is made, and that all required governing-body approvals have been obtained.

20. Construction. This Agreement has been negotiated by the Parties and their counsel. No rule of construction against the drafter shall apply.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

MUNICIPALITY:
CITY OF DEBARY

Karen Chasez, Mayor

ATTEST:

Annette Hatch, City Clerk

Date:_____

COUNTY OF VOLUSIA

Jeffrey S. Brower, County Chair

ATTEST:

George Recktenwald, County Manager

Date: _____



City Council Meeting City of DeBary AGENDA ITEM

Subject: Ordinance # 10-2026 – 2 nd Reading	Attachments: (X) Ordinance () Resolution () Supporting Documents/ Contracts () Other
From: Steven Bapp, AICP – Growth Mgmt. Dir.	
Meeting Hearing Date October 7, 2026	

REQUEST

Growth Management is requesting City Council: Approve the second reading of Ordinance # 10-2026, a temporary moratorium of six (6) months on applications for development orders/permits for artificial intelligence data centers.

PURPOSE

To provide City Staff adequate time to draft regulations for artificial data centers.

CONSIDERATIONS

Background:

Data centers for artificial intelligence (AI) have recently rose up to become one of the most controversial land uses. Multiple jurisdictions in Florida, including Volusia County, have enacted moratoriums. Some have adopted ordinances regulating them, while others have outright banned them.

Currently, AI data centers do not appear in any schedule of uses in the City's Land Development Code (LDC), and are therefore currently not among the authorized uses under the LDC.

City Staff are currently developing an ordinance formally regulating AI data centers.

On September 9, 2026, the City Council approved the first reading of the proposed ordinance.

Proposed Ordinance:

Ordinance # 10-2026 declares and implements a temporary moratorium of six (6) months on the acceptance, processing, and consideration of applications for development orders and development permits for AI data centers.

For the purpose of the moratorium, AI means *"...an engineered machine-based system with any level of autonomy that performs tasks without substantial human oversight or learns from experience when provided data and/or infers from the inputs the system receives how to generate outputs, including, but not limited to, content, decisions, predictions, or recommendations that can influence physical or virtual environments."*

AI data center means *"...a facility dedicated to AI inference, training, simulation, synthetic data generation, or any other utilization of AI, in which electronic equipment is primarily used to process, store, and transmit digital information, including but not limited to a free-standing structure, or a facility within a larger*

structure which uses environmental control equipment to maintain the proper conditions for the operation of electronic equipment.”

The following exemptions are granted by the proposed ordinance:

- A formal application for a development order/development permit submitted prior to the first advertisement of this Ordinance (8/29/2026) by newspaper publication.
- Repair, reconstruction, or replacement of any structure or improvement damaged by a hurricane, tropical storm, flood, or other event for which a state of emergency has been or is subsequently declared;
- Interior work, maintenance, repair, or work required to correct a life-safety or code violation in an existing structure;
- Any application that the City is required by state or federal law to accept, process, or approve;
- A use other than an AI data center, whether or not the use involves electronic equipment; and
- Any application submitted after the proposed ordinance expires.

The moratorium may be extended by adoption of a subsequent ordinance, and it can be terminated early by adoption of ordinance or resolution.

COST/FUNDING

N/A.

RECOMMENDATION

It is recommended that City Council: Approve the second reading of Ordinance # 10-2026, enacting a temporary moratorium of six (6) months on permitting for AI data centers.

IMPLEMENTATION

If the City Council approves the second reading of the proposed ordinance, Staff will continue work on an ordinance formally regulating AI data centers and will not accept any applications for development orders or permits for such for the extent of the moratorium.

ATTACHMENTS

- Ordinance # 10-2026

ORDINANCE NO. 10-2026

AN ORDINANCE OF THE CITY OF DEBARY, FLORIDA, DECLARING AND IMPLEMENTING A TEMPORARY MORATORIUM FOR A PERIOD OF SIX (6) MONTHS ON THE ACCEPTANCE, PROCESSING, AND CONSIDERATION OF APPLICATIONS FOR DEVELOPMENT ORDERS AND DEVELOPMENT PERMITS FOR ARTIFICIAL INTELLIGENCE DATA CENTERS; PROVIDING DEFINITIONS; PROVIDING FOR SCOPE; PROVIDING FOR EXEMPTIONS; PROVIDING FOR DURATION; DIRECTING THE PREPARATION OF LAND DEVELOPMENT REGULATIONS; PROVIDING FOR STATE LAW LIMITATION AND CURE; GIVING NOTICE OF PENDING AMENDMENT TO LAND DEVELOPMENT CODE PURSUANT TO SECTION 3.5(d), CITY OF DEBARY LAND DEVELOPMENT CODE; PROVIDING FOR NON-CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City of DeBary ("City"), as provided in section 2(b), Article VIII of the Florida Constitution and chapters 163 and 166, Florida Statutes, enjoys all home rule authority, police power, land development and zoning authority, governmental and proprietary powers necessary to conduct municipal government and perform municipal functions, and the City may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, the City adopted a Land Development Code as required by Chapter 163, Florida Statutes, through Ordinance No. 01-99, Ordinance No. 21-07, and Ordinance No. 11-2024, as amended; and

WHEREAS, the City Council is the governing body of the City and serves as the City's local planning agency; and

WHEREAS, in chapter 2026-65, Laws of Florida, the Legislature found that data centers and other large load customers "may present unique planning, infrastructure, and compatibility considerations," and further declared its intent that such considerations "shall be addressed through local comprehensive planning and land development regulations," including provisions relating to "infrastructure capacity, land use compatibility, environmental impacts, and the efficient provision of public facilities and services," all as set forth in section 163.326(1), Florida Statutes; and

WHEREAS, the Legislature further provided that local governments "shall maintain the authority to exercise the powers and responsibilities for comprehensive planning and land development regulation granted by law with respect to large load customers," and that a large load customer "may not be considered an electric substation for the purposes of s. 163.3208."; and

WHEREAS, the Legislature further provided in section 373.262(2), Florida Statutes, that the governing board of a water management district or the Department of Environmental

Protection may not issue a permit to a large-scale data center applicant for an allocation of water if the proposed use of the water "is prohibited by the applicable local government zoning regulations and comprehensive plan"; and

WHEREAS, changes to the City's Land Development Code addressing the siting, design, and operation of artificial intelligence (AI) data centers are under evaluation; and

WHEREAS, the City finds and determines that an artificial intelligence data center, wherever located within the City, would impact not only the property on which it is situated but the existing and future residents, businesses, visitors, developments, roads, sewer, water, reclaimed water, stormwater, electric capacity, and other uses and infrastructure throughout the City, in a way that the City's adopted level of service standards, comprehensive plan, and Land Development Code were not drafted to evaluate or to accommodate, and that requires careful study and consideration; and

WHEREAS, the changes to the City's development regulations are intended to encourage, promote and allow the best possible development of properties within the City to ensure the compatible and complimentary integration of uses through good planning, performance standards and professional planning methods and procedures, all while ensuring that property owners' and developers' rights to use and develop their property are preserved; and

WHEREAS, in order to protect the health, safety and welfare of its citizens, property owners, and businesses, the City finds and determines that study of the siting, design, and operation of artificial intelligence data centers throughout the City is required; and

WHEREAS, Section 4.7 of the City's Land Development Code, adopted by Ordinance No. 01-99 on November 3, 1999 and unamended since, prohibits uses not expressly listed in the schedule of uses as Permitted (P) or Special Exception (S), and artificial intelligence data centers appear in no schedule of uses; and

WHEREAS, this Ordinance shall give public notice of a pending amendment to the City of DeBary Land Development Code before City Council pursuant to Section 3.5(d), City of DeBary Land Development Code, which provides that no development permit or development order shall be issued where an amendment to this Code or the Comprehensive Plan is pending before the City Council, which amendment, if adopted, would make nonconforming the development authorized by the development order or permit; and

WHEREAS, this Ordinance does not alter the schedule of uses, the development standards, or the review procedures set forth in the Land Development Code, but instead suspends the acceptance and processing of applications for a use the Code does not presently authorize, pending completion of the study described herein; and

WHEREAS, the City Council finds and determines that the timely repair, reconstruction, and redevelopment of damaged property is a matter of paramount concern to the City and its residents, and that this Ordinance is not intended to, and does not, delay the repair, reconstruction, or redevelopment of any damaged property; and

WHEREAS, the City Council intends that this Ordinance be construed and applied in a manner consistent with general law, and that no provision of this Ordinance be applied to the extent such application would be inconsistent with general law; and

WHEREAS, the City Council finds and determines that a temporary pause of limited duration does not constitute an inordinate burden upon real property, as section 70.001(3)(e), Florida Statutes, expressly excludes temporary impacts to real property from that term; and

WHEREAS, once City staff completes its evaluation of artificial intelligence data centers including, without limitation, the permitted location, electric and water demand, cooling method and water reuse, sound, and buffering of such facilities, City staff will prepare and process a proposed ordinance amending the City's Land Development Code; and

WHEREAS, City staff recommends, and the City Council agrees, that a 6-month moratorium on applications for development orders and approvals for artificial intelligence data centers is required in order to provide sufficient time to study, analyze, draft, and process land development regulations governing the permitted location, electric and water demand, cooling method and water reuse, sound, and buffering of such facilities; and

WHEREAS, the City desires to place the public and all parties on notice that the City is considering such land development regulation amendments and is creating a temporary moratorium on the acceptance, processing, and consideration of applications for development orders and approvals for artificial intelligence data centers within the City; and

WHEREAS, the City, in good faith, determines that this Ordinance is in the best interest of the City and its residents, businesses, and property owners, and promotes the health, safety, and welfare of the public, as the study and preparation of standards and requirements governing artificial intelligence data centers will protect the capacity of the City's potable water, wastewater, reclaimed water, and stormwater systems, protect the City's roads, protect environmentally sensitive lands, guard against incompatible intensity adjacent to residential neighborhoods, preserve the reliability and cost of utility service to existing customers, and otherwise realize the City's vision for compatible and complimentary development within the City, and protect the well-being of the citizens, businesses, and property owners.

IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEBARY, FLORIDA, AS FOLLOWS:

SECTION 1. RECITALS; LEGISLATIVE FINDINGS. The foregoing recitals are hereby ratified and confirmed as true and correct and are incorporated into this Ordinance as the legislative findings of the City Council.

SECTION 2. MORATORIUM. The City hereby places a temporary moratorium (i.e., suspension) on the acceptance, processing, and consideration of all applications for development orders and approvals of development permits for the establishment, construction, expansion, or operation of an Artificial Intelligence (AI) Data Center on any property located within the jurisdictional boundaries of the City.

For the purposes of this Ordinance, "Artificial Intelligence (AI)" shall mean an engineered machine-based system with any level of autonomy that performs tasks without substantial human oversight or learns from experience when provided data and/or infers from the inputs the system receives how to generate outputs, including, but not limited to, content, decisions, predictions, or recommendations that can influence physical or virtual environments. For the purposes of this Ordinance, "Artificial Intelligence (AI) Data Center" shall mean a facility dedicated to AI inference, training, simulation, synthetic data generation, or any other utilization of AI, in which electronic equipment is primarily used to process, store, and transmit digital information, including but not limited to a free-standing structure, or a facility within a larger structure which uses environmental control equipment to maintain the proper conditions for the operation of electronic equipment. Pursuant to this Ordinance, the terms "development order" and "development permit" mean the same as defined in section 163.3164, Florida Statutes.

SECTION 3. EXEMPTIONS. This Ordinance does not apply to:

(a) A formal application for a development order or development permit submitted prior to the first advertisement of this Ordinance by newspaper publication. For the purposes of this Ordinance, a formal application is defined as a complete application submitted to the City following the conclusion of a pre-application meeting conducted pursuant to the City's Land Development Code.

(b) The repair, reconstruction, or replacement of any structure or improvement damaged by a hurricane, tropical storm, flood, or other event for which a state of emergency has been or is subsequently declared.

(c) Interior work, maintenance, repair, or work required to correct a life-safety or code violation in an existing structure.

(d) Any application that the City is required by state or federal law to accept, process, or approve.

(e) A use other than an AI data center, whether or not the use involves electronic equipment.

(f) Any application submitted after this Ordinance expires.

SECTION 4. DURATION. This Ordinance takes effect as provided in Section 10 and expires six (6) months after that date. The moratorium established by this Ordinance may be extended by adoption of a subsequent ordinance or resolution or terminated early by adoption of an ordinance or resolution, of the City Council.

SECTION 5. EFFECT ON LAND DEVELOPMENT CODE. Artificial intelligence data centers appear in no schedule of uses in the City's Land Development Code and are therefore not among the authorized uses under the Code. This Ordinance does not amend the schedule of uses, the development standards, or the review procedures set forth in the Land Development Code. This Ordinance suspends only the acceptance, processing, and consideration of applications for a use the Code does not presently authorize.

SECTION 6. PENDING AMENDMENT TO LAND DEVELOPMENT REGULATIONS. This Ordinance gives public notice of a pending amendment to the City of DeBary Land Development Code before the City Council pursuant to Section 3.5(d), City of

DeBary Land Development Code. City staff shall prepare proposed amendments to the City's Land Development Code governing artificial intelligence (AI) data centers, addressing at a minimum the permitted location of such facilities, electric and water demand, cooling method and water reuse, sound, and buffering, and shall present such proposed amendments to the City Council for its consideration no later than the expiration of the moratorium established by this Ordinance as maybe extended.

SECTION 7. NON-CODIFICATION. This Ordinance is temporary and shall not be codified in the City Code of Ordinances or the Land Development Code.

SECTION 8. 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. In particular, a holding that this Ordinance may not be applied to one type of application for a development order or development permit shall not affect its application to any other type of application.

SECTION 9. CONFLICTS. In the event of a conflict or conflicts between this Ordinance and any other ordinance or provision of local law, this Ordinance controls to the extent of the conflict, as allowed by law.

SECTION 10. EFFECTIVE DATE. This Ordinance will become effective on _____ day of _____, 2026.

APPROVED on first reading on _____ day of _____, 2026.

ADOPTED at the second reading on _____ day of _____, 2026.

**CITY COUNCIL
CITY OF DEBARY**

Karen Chasez, Mayor

ATTEST:

Annette Hatch, CMC, City Clerk

Date: _____

SEAL:

S:\AKA\CLIENTS\DeBary, City of\General D334-16191\Moratorium Ordinance\Moratorium Ordinance for AI Data Center 8-24-2026.docx



City Council Meeting City of DeBary AGENDA ITEM

Subject: Resolution # 2026-16	Attachments: () Ordinance (X) Resolution () Supporting Documents/ Contracts () Other
From: Steven Bapp, AICP – Growth Mgmt. Dir.	
Meeting Hearing Date October 7, 2026	

REQUEST

Growth Management is requesting City Council: Adopt Resolution # 2026-16, extending the temporary moratorium adopted by Ordinance # 10-2026 on the acceptance, processing, and consideration of applications for development order/development permits for artificial intelligence (AI) data centers.

PURPOSE

To further extend the temporary moratorium on AI data centers.

CONSIDERATIONS

Background:

On September 9, 2026, the City Council approved the first reading of Ordinance # 10-2026, which declared and implemented a temporary six-month moratorium on the acceptance, processing, and consideration of all applications for development orders and development permits for the establishment, construction, expansion, or operation of an AI data center on any property located within the City.

The second reading of Ordinance # 10-2026 is scheduled for October 7, 2026.

Section 4 of Ordinance # 10-2026 states the moratorium may be extended by resolution of the City Council.

Proposed Resolution:

Resolution # 2026-16 extends the moratorium established by Ordinance # 10-2026 by an additional six months, to October 7, 2027.

COST/FUNDING

N/A.

RECOMMENDATION

It is recommended that City Council: Adopt Resolution # 2026-16, extending the temporary moratorium by six months.

IMPLEMENTATION

If the City Council approves the second reading of Ordinance # 07-2026 and adopts Resolution # 2026-16, Staff will continue work on an ordinance formally regulating AI data centers and will not accept any applications for development orders or permits until the moratorium is lifted.

ATTACHMENTS

- Resolution # 2026-16
- Ordinance # 10-2026

RESOLUTION NO. 2026-16

A RESOLUTION OF THE CITY OF DEBARY, FLORIDA, EXTENDING THE TEMPORARY MORATORIUM ADOPTED BY ORDINANCE NO. 10-2026 ON THE ACCEPTANCE, PROCESSING, AND CONSIDERATION OF APPLICATIONS FOR DEVELOPMENT ORDERS AND DEVELOPMENT PERMITS FOR ARTIFICIAL INTELLIGENCE DATA CENTERS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, as provided in section 2(b), Article VIII of the Constitution of the State of Florida and chapters 163 and 166, Florida Statutes, the City of DeBary (the “City”) enjoys all home rule authority, police power, land development and zoning authority, governmental and proprietary powers necessary to conduct municipal government and perform municipal functions, and the City may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, on October 7, 2026, the City Council adopted Ordinance No. 10-2026 declaring and implementing a temporary six-month moratorium on the acceptance, processing, and consideration of all applications for development orders and approvals of development permits for the establishment, construction, expansion, or operation of an artificial intelligence (AI) data center on any property located within the jurisdictional boundaries of the City; and

WHEREAS, the recitals of Ordinance No. 10-2026 are incorporated herein as the basis of this Resolution; and

WHEREAS, the City Council desires to further extend the temporary moratorium created by Ordinance No. 10-2026 for an additional six months; and

WHEREAS, Section 4 of Ordinance No. 10-2026 provides that the moratorium established by O Ordinance No. 10-2026 may be extended by resolution of the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DEBARY, FLORIDA, AS FOLLOWS:

Section 1. Intent. The above recitals are hereby adopted as the legislative purpose of this Resolution and as the City Council legislative findings.

Section 2. Moratorium Extension. The temporary moratorium adopted by Ordinance No. 10-2026 is hereby extended to October 7, 2027.

Section 3. Conflicts. In the event of a conflict or conflicts between this Resolution and other resolutions, this resolution shall control to the extent such conflict exists.

Section 4. Severability. If any portion of this Resolution is determined to be void, unconstitutional, or invalid by a court of competent jurisdiction, the remainder of this Resolution shall remain in full force and effect.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 20__ by the City Council of the City of DeBary, Florida.

APPROVED:

Karen Chasez, Mayor

ATTEST:

Annette Hatch, City Clerk

ORDINANCE NO. 10-2026

AN ORDINANCE OF THE CITY OF DEBARY, FLORIDA, DECLARING AND IMPLEMENTING A TEMPORARY MORATORIUM FOR A PERIOD OF SIX (6) MONTHS ON THE ACCEPTANCE, PROCESSING, AND CONSIDERATION OF APPLICATIONS FOR DEVELOPMENT ORDERS AND DEVELOPMENT PERMITS FOR ARTIFICIAL INTELLIGENCE DATA CENTERS; PROVIDING DEFINITIONS; PROVIDING FOR SCOPE; PROVIDING FOR EXEMPTIONS; PROVIDING FOR DURATION; DIRECTING THE PREPARATION OF LAND DEVELOPMENT REGULATIONS; PROVIDING FOR STATE LAW LIMITATION AND CURE; GIVING NOTICE OF PENDING AMENDMENT TO LAND DEVELOPMENT CODE PURSUANT TO SECTION 3.5(d), CITY OF DEBARY LAND DEVELOPMENT CODE; PROVIDING FOR NON-CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City of DeBary ("City"), as provided in section 2(b), Article VIII of the Florida Constitution and chapters 163 and 166, Florida Statutes, enjoys all home rule authority, police power, land development and zoning authority, governmental and proprietary powers necessary to conduct municipal government and perform municipal functions, and the City may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, the City adopted a Land Development Code as required by Chapter 163, Florida Statutes, through Ordinance No. 01-99, Ordinance No. 21-07, and Ordinance No. 11-2024, as amended; and

WHEREAS, the City Council is the governing body of the City and serves as the City's local planning agency; and

WHEREAS, in chapter 2026-65, Laws of Florida, the Legislature found that data centers and other large load customers "may present unique planning, infrastructure, and compatibility considerations," and further declared its intent that such considerations "shall be addressed through local comprehensive planning and land development regulations," including provisions relating to "infrastructure capacity, land use compatibility, environmental impacts, and the efficient provision of public facilities and services," all as set forth in section 163.326(1), Florida Statutes; and

WHEREAS, the Legislature further provided that local governments "shall maintain the authority to exercise the powers and responsibilities for comprehensive planning and land development regulation granted by law with respect to large load customers," and that a large load customer "may not be considered an electric substation for the purposes of s. 163.3208."; and

WHEREAS, the Legislature further provided in section 373.262(2), Florida Statutes, that the governing board of a water management district or the Department of Environmental

Protection may not issue a permit to a large-scale data center applicant for an allocation of water if the proposed use of the water "is prohibited by the applicable local government zoning regulations and comprehensive plan"; and

WHEREAS, changes to the City's Land Development Code addressing the siting, design, and operation of artificial intelligence (AI) data centers are under evaluation; and

WHEREAS, the City finds and determines that an artificial intelligence data center, wherever located within the City, would impact not only the property on which it is situated but the existing and future residents, businesses, visitors, developments, roads, sewer, water, reclaimed water, stormwater, electric capacity, and other uses and infrastructure throughout the City, in a way that the City's adopted level of service standards, comprehensive plan, and Land Development Code were not drafted to evaluate or to accommodate, and that requires careful study and consideration; and

WHEREAS, the changes to the City's development regulations are intended to encourage, promote and allow the best possible development of properties within the City to ensure the compatible and complimentary integration of uses through good planning, performance standards and professional planning methods and procedures, all while ensuring that property owners' and developers' rights to use and develop their property are preserved; and

WHEREAS, in order to protect the health, safety and welfare of its citizens, property owners, and businesses, the City finds and determines that study of the siting, design, and operation of artificial intelligence data centers throughout the City is required; and

WHEREAS, Section 4.7 of the City's Land Development Code, adopted by Ordinance No. 01-99 on November 3, 1999 and unamended since, prohibits uses not expressly listed in the schedule of uses as Permitted (P) or Special Exception (S), and artificial intelligence data centers appear in no schedule of uses; and

WHEREAS, this Ordinance shall give public notice of a pending amendment to the City of DeBary Land Development Code before City Council pursuant to Section 3.5(d), City of DeBary Land Development Code, which provides that no development permit or development order shall be issued where an amendment to this Code or the Comprehensive Plan is pending before the City Council, which amendment, if adopted, would make nonconforming the development authorized by the development order or permit; and

WHEREAS, this Ordinance does not alter the schedule of uses, the development standards, or the review procedures set forth in the Land Development Code, but instead suspends the acceptance and processing of applications for a use the Code does not presently authorize, pending completion of the study described herein; and

WHEREAS, the City Council finds and determines that the timely repair, reconstruction, and redevelopment of damaged property is a matter of paramount concern to the City and its residents, and that this Ordinance is not intended to, and does not, delay the repair, reconstruction, or redevelopment of any damaged property; and

WHEREAS, the City Council intends that this Ordinance be construed and applied in a manner consistent with general law, and that no provision of this Ordinance be applied to the extent such application would be inconsistent with general law; and

WHEREAS, the City Council finds and determines that a temporary pause of limited duration does not constitute an inordinate burden upon real property, as section 70.001(3)(e), Florida Statutes, expressly excludes temporary impacts to real property from that term; and

WHEREAS, once City staff completes its evaluation of artificial intelligence data centers including, without limitation, the permitted location, electric and water demand, cooling method and water reuse, sound, and buffering of such facilities, City staff will prepare and process a proposed ordinance amending the City's Land Development Code; and

WHEREAS, City staff recommends, and the City Council agrees, that a 6-month moratorium on applications for development orders and approvals for artificial intelligence data centers is required in order to provide sufficient time to study, analyze, draft, and process land development regulations governing the permitted location, electric and water demand, cooling method and water reuse, sound, and buffering of such facilities; and

WHEREAS, the City desires to place the public and all parties on notice that the City is considering such land development regulation amendments and is creating a temporary moratorium on the acceptance, processing, and consideration of applications for development orders and approvals for artificial intelligence data centers within the City; and

WHEREAS, the City, in good faith, determines that this Ordinance is in the best interest of the City and its residents, businesses, and property owners, and promotes the health, safety, and welfare of the public, as the study and preparation of standards and requirements governing artificial intelligence data centers will protect the capacity of the City's potable water, wastewater, reclaimed water, and stormwater systems, protect the City's roads, protect environmentally sensitive lands, guard against incompatible intensity adjacent to residential neighborhoods, preserve the reliability and cost of utility service to existing customers, and otherwise realize the City's vision for compatible and complimentary development within the City, and protect the well-being of the citizens, businesses, and property owners.

IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEBARY, FLORIDA, AS FOLLOWS:

SECTION 1. RECITALS; LEGISLATIVE FINDINGS. The foregoing recitals are hereby ratified and confirmed as true and correct and are incorporated into this Ordinance as the legislative findings of the City Council.

SECTION 2. MORATORIUM. The City hereby places a temporary moratorium (i.e., suspension) on the acceptance, processing, and consideration of all applications for development orders and approvals of development permits for the establishment, construction, expansion, or operation of an Artificial Intelligence (AI) Data Center on any property located within the jurisdictional boundaries of the City.

For the purposes of this Ordinance, "Artificial Intelligence (AI)" shall mean an engineered machine-based system with any level of autonomy that performs tasks without substantial human oversight or learns from experience when provided data and/or infers from the inputs the system receives how to generate outputs, including, but not limited to, content, decisions, predictions, or recommendations that can influence physical or virtual environments. For the purposes of this Ordinance, "Artificial Intelligence (AI) Data Center" shall mean a facility dedicated to AI inference, training, simulation, synthetic data generation, or any other utilization of AI, in which electronic equipment is primarily used to process, store, and transmit digital information, including but not limited to a free-standing structure, or a facility within a larger structure which uses environmental control equipment to maintain the proper conditions for the operation of electronic equipment. Pursuant to this Ordinance, the terms "development order" and "development permit" mean the same as defined in section 163.3164, Florida Statutes.

SECTION 3. EXEMPTIONS. This Ordinance does not apply to:

(a) A formal application for a development order or development permit submitted prior to the first advertisement of this Ordinance by newspaper publication. For the purposes of this Ordinance, a formal application is defined as a complete application submitted to the City following the conclusion of a pre-application meeting conducted pursuant to the City's Land Development Code.

(b) The repair, reconstruction, or replacement of any structure or improvement damaged by a hurricane, tropical storm, flood, or other event for which a state of emergency has been or is subsequently declared.

(c) Interior work, maintenance, repair, or work required to correct a life-safety or code violation in an existing structure.

(d) Any application that the City is required by state or federal law to accept, process, or approve.

(e) A use other than an AI data center, whether or not the use involves electronic equipment.

(f) Any application submitted after this Ordinance expires.

SECTION 4. DURATION. This Ordinance takes effect as provided in Section 10 and expires six (6) months after that date. The moratorium established by this Ordinance may be extended by adoption of a subsequent ordinance or resolution or terminated early by adoption of an ordinance or resolution, of the City Council.

SECTION 5. EFFECT ON LAND DEVELOPMENT CODE. Artificial intelligence data centers appear in no schedule of uses in the City's Land Development Code and are therefore not among the authorized uses under the Code. This Ordinance does not amend the schedule of uses, the development standards, or the review procedures set forth in the Land Development Code. This Ordinance suspends only the acceptance, processing, and consideration of applications for a use the Code does not presently authorize.

SECTION 6. PENDING AMENDMENT TO LAND DEVELOPMENT REGULATIONS. This Ordinance gives public notice of a pending amendment to the City of DeBary Land Development Code before the City Council pursuant to Section 3.5(d), City of

DeBary Land Development Code. City staff shall prepare proposed amendments to the City's Land Development Code governing artificial intelligence (AI) data centers, addressing at a minimum the permitted location of such facilities, electric and water demand, cooling method and water reuse, sound, and buffering, and shall present such proposed amendments to the City Council for its consideration no later than the expiration of the moratorium established by this Ordinance as maybe extended.

SECTION 7. NON-CODIFICATION. This Ordinance is temporary and shall not be codified in the City Code of Ordinances or the Land Development Code.

SECTION 8. 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. In particular, a holding that this Ordinance may not be applied to one type of application for a development order or development permit shall not affect its application to any other type of application.

SECTION 9. CONFLICTS. In the event of a conflict or conflicts between this Ordinance and any other ordinance or provision of local law, this Ordinance controls to the extent of the conflict, as allowed by law.

SECTION 10. EFFECTIVE DATE. This Ordinance will become effective on _____ day of _____, 2026.

APPROVED on first reading on _____ day of _____, 2026.

ADOPTED at the second reading on _____ day of _____, 2026.

**CITY COUNCIL
CITY OF DEBARY**

Karen Chasez, Mayor

ATTEST:

Annette Hatch, CMC, City Clerk

Date: _____

SEAL:

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VOLUNTEER ADVISORY BOARD/COMMITTEE APPLICATION

Thank you for your interest in serving the City of DeBary. Your completion of this application is necessary so members of the City Council can thoroughly review each application as part of their consideration for your appointment. Please check the Board(s) / Committee(s) you are interested in serving on.

- ☐ Bicycle and Pedestrian Advisory Committee to the TPO
- ☐ Charter Review Committee
- ☐ Citizens Advisory Committee to the TPO
- ☐ Golf Cart Review Committee
- ☒ Historic Preservation Advisory Board
- ☐ Hometown Heroes Program Committee
- ☐ Orlandia Heights Neighborhood Improvement District Board
- ☐ River of Lakes Heritage Corridor Scenic Highway Board
- ☐ Temporary Appointed City Council Member
- ☐ Volusia Growth Management Commission

PERSONAL (PLEASE PRINT)

Name: Kelly Russell-Hild Mailing Address: 421 Havilland Ct. DeBary FL 32713

Home Phone: 770 856 1420 Business Phone: Same

Email Address: hkellyrussell@gmail.com

Are you exempt from public records under Chapter 119, F.S.? NO If yes, please provide proper documentation.

Are you a registered voter in DeBary? Yes X No

Length of residency in DeBary: Years 11 Months 9

Occupation: Recently Retired

Are you currently serving on any other City advisory boards? Yes No X

Have you ever served on a City advisory board? Yes No X

If yes, when and which board? _____

Applicant Name: Kelly Russell-Hild

Have you graduated from DeBary Citizens Academy? Yes ____ No X

WORK HISTORY (PLEASE PRINT)

Present Employer

Name: _____ N/A _____

Employer Address: _____

Employer Phone Number: _____ Employment Dates: _____

Job Duties:

Previous Employer Name: NG Labs

Employer Address: 7131 Discovery Blvd Mableton GA 30126

Employer Phone Number: 404 355 9994 Employment Dates: 10/2015 - 07/2026

Job Duties:

Senior Sales Director managing the national sales team.

REFERENCES (May be business and/or personal) (PLEASE PRINT)

NAME, ADDRESS & TELEPHONE NUMBER Sheri Scott 404 Hollingsworth Ct DeBary FL 32713

407 474 1269

NAME, ADDRESS & TELEPHONE NUMBER Susan Preil 405 Havilland Ct DeBary FL 32713

407 432 0590

NAME, ADDRESS & TELEPHONE NUMBER Annette Hatch PO Box 263 Osteen, FL 32764

407 314 6544

Applicant Name: Kelly Russell-Hild

EDUCATION

High School: Bosse Highschool Evansville IN

College: Jacksonville University Jacksonville FL Degree: BS Management/Marketing

Postgraduate: _____ Degree: _____

ACTIVITIES / COMMUNITY INVOLVEMENT: Having worked full time which required extensive travel, I have not had the time to get involved in community affairs but now retired, I have the time, energy and passion to be fully committed to my community.

WHY DO YOU WANT TO SERVE ON THIS BOARD? My husband and I moved to DeBary 11 years ago and feel blessed and grateful to live in such a beautiful and historic city. Serving on the board will allow me to contribute my time and talents to help preserve our city's rich history for all residents and visitors to appreciate and enjoy.

WHAT WOULD YOU WANT TO ACCOMPLISH DURING YOUR TERM?: I hope to contribute my professional background to help maintain the integrity of our historic city - offering clear, analytical, and constructive guidance to all new and existing projects and programs.

I understand the responsibilities associated with being a board/committee member and I have adequate time to serve if appointed.

Signature: Kelly Russell-Hild Date: 09/30/2026

RETURN COMPLETED APPLICATION TO: Annette Hatch, CMC, City Clerk City of

DeBary
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DeBary, Florida 32713
(386) 601-0219
ahatch@debary.org