



# City of Deltona

**REGULAR CITY COMMISSION MEETING**  
**MONDAY, JULY 21, 2014**  
**6:30 P.M.**

*Mayor*  
John Masiarczyk

*Vice Mayor*  
Heidi Herzberg  
*District 3*

*Commissioners:*

Zenaida Denizac  
*District 1*

Webster Barnaby  
*District 2*

Nancy Schleicher  
*District 4*

Fred Lowry  
*District 5*

Chris Nabicht  
*District 6*

*City Manager*  
William D. Denny

**DELTONA COMMISSION CHAMBERS**  
**2345 PROVIDENCE BLVD.**  
**DELTONA, FLORIDA**

**AGENDA**

- 1. CALL TO ORDER:**
- 2. ROLL CALL – CITY CLERK:**
- 3. INVOCATION AND PLEDGE TO THE FLAG:**
  - A. Invocation Presented by Commissioner Schleicher - Manny Almo, a Senior at Stetson University and a member of the Pizza Family Ministry.**
- 4. APPROVAL OF MINUTES & AGENDA:**
  - A. Approval of Minutes - Special & Regular Commission Meetings of July 7, 2014 and Special Commission Meeting of July 14, 2014.**
  - B. Additions or Deletions to Agenda.**
- 5. PRESENTATIONS/AWARDS/REPORT:**
  - A. Presentation - Quarterly Reports of City Advisory Boards/Committees.**

**6. PUBLIC FORUM - Citizen comments for any items.  
(4 minute maximum length)**

**CONSENT  
AGENDA:**

All items marked with an ✱ will be considered by one motion unless removed from the Consent Agenda by a member of the City Commission.

**7. CONSENT AGENDA:**

**8. ORDINANCES AND PUBLIC HEARINGS:**

- A. Public Hearing - Ordinance No. 15-2014, An amendment to allow Changeable Copy Signs for Houses of Worship, at first reading.**
- B. Public Hearing - Ordinance No. 11-2014, regarding the City's Rental Regulatory License, at second and final reading.**
- C. Public Hearing - Ordinance No. 12-2014, regarding anti-blight, at second and final reading.**
- D. Public Hearing - Ordinance No. 18-2014, regarding unfit and unsafe structures, at second and final reading.**

**9. OLD BUSINESS:**

- A. Request for approval of 2014-2015 Law Enforcement Services Agreement.**

**10. NEW BUSINESS:**

- A. Consideration of appointment of one (1) member to the City's Planning and Zoning Board (Vice Mayor Herzberg's appointment).**
- B. Consideration of appointment of two (2) members to the Parks and Recreation Advisory Committee (Mayor Masiarczyk's and Commissioner Denizac's appointments).**
- C. Selection of Interim City Manager.**

**11. CITY ATTORNEY COMMENTS:**

**12. CITY MANAGER COMMENTS:**

- A. Lobbyist Update.**

**13. CITY COMMISSION COMMENTS:**

**14. ADJOURNMENT:**

**NOTE:** If any person decides to appeal any decision made by the City Commission 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 (F.S. 286.0105).

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk, Joyce Raftery 48 hours in advance of the meeting date and time at (386) 878-8500.



## AGENDA MEMO

**TO:** Mayor & City Commission      **AGENDA DATE:** 7/21/2014  
**FROM:** William D. Denny, City Manager      **AGENDA ITEM:** 3 - A  
**SUBJECT:** Invocation Presented by Commissioner Schleicher - Manny Almo, a Senior at Stetson University and a member of the Pizza Family Ministry.

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<b>LOCATION:</b>	N/A
<b>BACKGROUND:</b>	At the Regular City Commission Meeting on Monday, October 17, 2011, the City Commission approved to have each Commissioner by District schedule someone to present the invocation at each Regular City Commission meeting rotating each Commissioner by District starting with District #1, #2, #3, #4, #5, #6 and the Mayor.
<b>ORIGINATING DEPARTMENT:</b>	City Clerk's Office
<b>SOURCE OF FUNDS:</b>	N/A
<b>COST:</b>	N/A
<b>REVIEWED BY:</b>	City Clerk
<b>STAFF RECOMMENDATION PRESENTED BY:</b>	N/A - Invocation Only.
<b>POTENTIAL MOTION:</b>	N/A - Invocation Only.
<b>AGENDA ITEM APPROVED BY:</b>	<hr/> William D. Denny, City Manager



## AGENDA MEMO

**TO:** Mayor & City Commission      **AGENDA DATE:** 7/21/2014  
**FROM:** William D. Denny, City Manager      **AGENDA ITEM:** 4 - A  
**SUBJECT:** Approval of Minutes - Special & Regular Commission Meetings of July 7, 2014  
and Special Commission Meeting of July 14, 2014.

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<b>LOCATION:</b>	N/A
<b>BACKGROUND:</b>	N/A
<b>ORIGINATING DEPARTMENT:</b>	City Clerk's Office
<b>SOURCE OF FUNDS:</b>	N/A
<b>COST:</b>	N/A
<b>REVIEWED BY:</b>	City Manager
<b>STAFF RECOMMENDATION PRESENTED BY:</b>	City Clerk Joyce Raftery - That the Commission approve the Special & Regular Commission Meetings of July 7, 2014 and Special Commission Meeting of July 14, 2014.
<b>POTENTIAL MOTION:</b>	"I move to approve the Special & Regular Commission Meetings of July 7, 2014 and Special Commission Meeting of July 14, 2014 as presented."
<b>AGENDA ITEM APPROVED BY:</b>	<hr/> William D. Denny, City Manager
<b>ATTACHMENTS:</b>	<ul style="list-style-type: none"><li>• Special Commission Meeting Minutes of July 7, 2014</li><li>• Regular City Commission Meeting Minutes of July 7, 2014</li><li>• Special Commission Meeting Minutes of July 14, 2014</li></ul>

**CITY OF DELTONA, FLORIDA  
SPECIAL CITY COMMISSION MEETING  
MONDAY, JULY 7, 2014**

1 A Special Meeting of the Deltona City Commission was held on Monday, July 7, 2014 at the City  
2 Hall Commission Chambers, 2345 Providence Boulevard, Deltona, Florida.

3  
4 **1. CALL TO ORDER:**

5  
6 The meeting was called to order at 6:00 p.m. by Mayor Masiarczyk.

7  
8 **2. ROLL CALL:**

9	10 Mayor	John Masiarczyk	Present
11	Vice Mayor	Heidi Herzberg	Present
12	Commissioner	Webster Barnaby	Absent
13	Commissioner	Zenaida Denizac	Present
14	Commissioner	Chris Nabicht	Present
15	Commissioner	Nancy Schleicher	Present
16	City Manager	Dave Denny	Present
17	City Attorney	Becky Vose	Present
18	City Clerk	Joyce Raftery	Present

19  
20 Also present: Deputy City Manager Dale Baker.

21  
22 Mayor Masiarczyk introduced all the applicants that applied for the District 5 Commission seat and  
23 he asked them to stand to be recognized. He stated that there was a late submission by Phillip Lott  
24 and there was a submission by former Commissioner Janet Deyette who withdrew her application so  
25 that she could remain on the Firefighter's Pension Plan, Board of Trustees.

26  
27 **The Commission discussed the late submission of Phillip Lott's application and the  
28 Commission concurred not to include it with the other submissions.**

29  
30 **3. PUBLIC COMMENTS:**

31  
32 a) Larry French, 2520 Arslan Street, stated that he submitted his application via the website and  
33 questioned why it was not included with the other applications.

34  
35 City Clerk Joyce Raftery explained that the application was not received and that all submissions via the  
36 website go directly to her e-mail inbox.

37  
38 b) Larry DeMatteo, 2501 Barry Drive, thanked the Mayor for introducing the applicants and for  
39 following the guidelines with regards to the late application that was submitted.

40  
41 **4. BUSINESS:**

42  
43 **A. Selection of an individual to fill the remainder of the District 5 Commission seat.**

44  
45 Mayor Masiarczyk stated the Commission would rank the applicants, the voting forms would be  
46 turned into the City Clerk to tally them and the applicant with the lowest score would be  
47 recommended for appointment as District 5 Commissioner.

48  
49 City Clerk Joyce Raftery read the total scores for each applicant as follows: Anthony T. Bellizio –

1 11, Frank Doglione – 18, Michael Kerns – 12, David A. McKnight – 13, and William G. Maxwell –  
2 21.

3  
4 **Motion by Commissioner Nabicht, seconded by Vice Mayor Herzberg to appoint Anthony**  
5 **Bellizio as the new District 5 Commissioner**

6  
7 **Motion carried unanimously with members voting as follows: Commissioner Denizac, For;**  
8 **Commissioner Nabicht, For; Commissioner Schleicher, For; Vice Mayor Herzberg, For; and**  
9 **Mayor Masiarczyk, For.**

10  
11 Commissioner Denizac stated Anthony Bellizio was one (1) of her students who excelled at Pine  
12 Ridge High School and that there were two (2) applicants who applied who are a direct investment  
13 of the City’s school system.

14  
15 Mr. Bellizio stated he submitted his application primarily because it is a “temporary” position, his  
16 primary mission was to give the Commission an option, and he thought there would have been more  
17 applicants, but the applicants who did apply had high credentials, education and skill set. He stated  
18 his logic was that he has an education, experience and a skill set that applies to serving on a City  
19 Commission, he has been a resident of Deltona for 20 years and he is a direct product of the local  
20 school system and local colleges. He stated essentially he is a “stopgap” which is his primary role,  
21 he wanted to give the City an option of an individual who was completely unaffiliated with the City  
22 Commission and the City itself in terms of employment and also someone who was void of any sort  
23 of vested interest like owning a business within the City or an economic or financial influence. He  
24 stated he is very honored for this opportunity.

25  
26 **14. ADJOURNMENT:**

27  
28 There being no further business, the meeting adjourned at 6:15 p.m.

29  
30  
31  
32  
33  
34 

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**John Masiarczyk Sr., Mayor**

35  
36  
37 **ATTEST:**

38  
39  
40 

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**Joyce Raftery, City Clerk**  
41

**CITY OF DELTONA, FLORIDA  
REGULAR CITY COMMISSION MEETING  
MONDAY, JULY 7, 2014**

1 A Regular Meeting of the Deltona City Commission was held on Monday, July 7, 2014 at the City  
2 Hall Commission Chambers, 2345 Providence Boulevard, Deltona, Florida.

3  
4 **1. CALL TO ORDER:**

5  
6 The meeting was called to order at 6:33 p.m. by Mayor Masiarczyk.

7  
8 **2. ROLL CALL:**

9	10 Mayor	John Masiarczyk	Present
11	Vice Mayor	Heidi Herzberg	Present
12	Commissioner	Webster Barnaby	Absent
13	Commissioner	Zenaida Denizac	Present
14	Commissioner	Chris Nabicht	Present
15	Commissioner	Nancy Schleicher	Present
16	City Manager	Dave Denny	Present
17	City Attorney	Becky Vose	Present
18	City Clerk	Joyce Raftery	Present

19  
20 Also present: Assistant Planning and Development Services Director Ron Paradise, Parks and  
21 Recreation Director, Steve Moore; Fire Chief Mark Rhame, Deputy Fire Chief Bob Rogers,  
22 Economic Development Manager Jerry Mayes; Deputy City Manager Dale Baker; and VCSO  
23 Captain Dave Brannon.

24  
25 **3. INVOCATION AND PLEDGE TO THE FLAG:**

26  
27 Invocation Presented by Vice Mayor Herzberg – Nick Pizza.

28  
29 The National Anthem was sung by Yami and Yani Toro.

30  
31 **4. APPROVAL OF MINUTES & AGENDA:**

32  
33 **A. Minutes:**

34  
35 **1. Approval of Minutes – Regular City Commission Meeting of June 16, 2014.**

36  
37 **Motion by Vice Mayor Herzberg, seconded by Commission Schleicher to approve the minutes of**  
38 **the Regular City Commission Meeting of June 16, 2014.**

39  
40 **Motion carried unanimously with members voting as follows: Commissioner Denizac, For;**  
41 **Commissioner Nabicht, For; Commissioner Schleicher, For; Vice Mayor Herzberg, For; and**  
42 **Mayor Masiarczyk, For.**

43  
44 **B. Additions or Deletions to Agenda:**

45  
46 City Manager Dave Denny asked to pull Item 8-B from the agenda and add it to the July 28<sup>th</sup> Workshop  
47 for a detailed discussion.

48  
49 City Attorney Becky Vose asked to pull Item 8-C and she will be putting it back on an agenda for a

1 future meeting.  
 2

3 **5. PRESENTATIONS/AWARDS/REPORTS:**  
 4

5 **A. Proclamation – Parks and Recreation Month – July, 2014.**  
 6

7 The Mayor and Commission presented the Proclamation to the Parks & Recreation Director Steve  
 8 Moore.  
 9

10 **B. Proclamation - Penny & Nicole Hession - VLOC Citizen of the Year Award; Nicole**  
 11 **Hession - Johana Knox Youth Chrysalis Award.**  
 12

13 The Mayor and Commission presented the Proclamation to Penny and Nicole Hession.  
 14

15 **6. PUBLIC FORUM – Citizen comments for items not on the agenda.**  
 16

17 **7. CONSENT AGENDA:**  
 18

19 **8. ORDINANCES AND PUBLIC HEARINGS:**  
 20

21 **A. Public Hearing - Ordinance No. 05-2014, an amendment to rezone ±8.67 acres of land**  
 22 **located at 110 Howland Boulevard from the Volusia County zoning designation of Rural**  
 23 **Residential (RR) to the City of Deltona zoning designation of Retail Commercial (C-1), at first**  
 24 **reading.**  
 25

26 Planning and Development Services Assistant Director Ron Paradise stated for the record that the  
 27 applicant has requested a continuance and if the City Commission had no objections he would like to  
 28 turn the floor over to the applicant to make that request. Mr. Rodney Honeycutt stated his client has  
 29 some issues he is working out with the end user and would like to ask for a continuance to the  
 30 August 4<sup>th</sup> and 18<sup>th</sup> meetings.  
 31

32 **Motion by Commissioner Schleicher, seconded by Commissioner Denizac to do a continuance**  
 33 **of Ordinance No. 05-2014 to the August meetings.**  
 34

35 Mayor Masiarczyk opened and closed the public hearing as there were no public comments.  
 36

37 **Motion carried unanimously with members voting as follows: Commissioner Denizac, For;**  
 38 **Commissioner Nabicht, For; Commissioner Schleicher, For; Vice Mayor Herzberg, For; and**  
 39 **Mayor Masiarczyk, For.**  
 40

41 **B. Ordinance No. 13-2014, Amending the Firefighter’s Pension Plan by allowing the Fire**  
 42 **Chief the option of Opting Out of Participation, at first reading and to schedule second and final**  
 43 **reading for July 21, 2014.**  
 44

45 Item was pulled by the City Manager.  
 46

47 **C. Ordinance No. 14-2014 - Amending Section 42-186, of Article IV, “Fire Codes”, of**  
 48 **Chapter 42, “Fire Prevention and Protection”, of the Code of the City of Deltona, Adopting More**  
 49 **Recent Standard Code Provisions and Providing for New Methods of Appeals of Certain**  
 50

1 **Decisions, at first reading and to schedule second and final reading for July 21, 2014.**

2  
 3 Item was pulled by the City Attorney.

4  
 5 **D. Ordinance No. 12-2014, regarding anti-blight, at first reading and to schedule second**  
 6 **and final reading for July 21, 2014.**

7  
 8 The Commission discussed Page 2 of the ordinance under item number 6 regarding properties that  
 9 have roof tarps, boarded windows or doors for a period in excess of thirty (30) days and whether that  
 10 was too short of a time, when there is an insurance claim and litigation people can come to the  
 11 Commission and ask for a continuance, giving 60 days to make sure the people have time to make  
 12 changes, the ordinance is meant to deal with blight and not exceptions, and is mainly to address  
 13 homes that have been tarped up for 5 – 7 years.

14  
 15 **Motion by Commissioner Denizac, seconded by Commissioner Nabicht to adopt Ordinance**  
 16 **No. 12-2014 at first reading, and to schedule second and final reading for July 21, 2014 with**  
 17 **the change from 30 to 60 days.**

18  
 19 Mayor Masiarczyk opened and closed the public hearing as there were no public comments.

20  
 21 **AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, ADDING A NEW CHAPTER**  
 22 **37, “DELTONA ANTI-BLIGHT ORDINANCE”; PROVIDING AUTHORITY, PURPOSE,**  
 23 **INTENT, FINDINGS, AND DEFINITIONS; REQUIRING REGISTRATION OF**  
 24 **DISTRESSED PROPERTIES, MAINTENANCE AND SECURITY; REQUIRING FULL**  
 25 **UTILITIES FOR OCCUPANCY; DECLARING A PUBLIC NUISANCE; PROVIDING FOR**  
 26 **A CIVIL FINE; PROVIDING FOR NO CONTINUING OBLIGATION OR LIABILITY ON**  
 27 **CITY; PROVIDING PENALTY FOR OBSTRUCTING AN ENFORCEMENT OFFICER;**  
 28 **PROVIDING IMMUNITY FOR ENFORCEMENT OFFICER; PROVIDING FOR**  
 29 **ISSUANCE OF BUILDING PERMITS; AND PROVIDING FOR CONFLICTS,**  
 30 **CODIFICATION, SEVERABILITY AND FOR AN EFFECTIVE DATE.**

31  
 32 **Motion carried unanimously with members voting as follows: Commissioner Denizac, For;**  
 33 **Commissioner Nabicht, For; Commissioner Schleicher, For; Vice Mayor Herzberg, For; and**  
 34 **Mayor Masiarczyk, For.**

35  
 36 Ordinance No. 12-2014 was approved at 6:57 p.m.

37  
 38 **E. Ordinance No. 11-2014, regarding the City's Rental Regulatory License, at first reading**  
 39 **and to schedule second and final reading for July 21, 2014.**

40  
 41 The Commission and staff discussed whether the rental of a residential dwelling unit is a business  
 42 that can be regulated by the City, and if it would indicate that anyone who rents property within the  
 43 City is establishing a business unless it is to a family member, and the Ordinance taking effect upon  
 44 passage but the City will adopt the fees by a resolution which the City Attorney will have ready at  
 45 the next meeting.

46  
 47 Vice Mayor Herzberg asked if this would take the place of the rental registration fee that the City has  
 48 now and how enforceable the Ordinance would be. Mrs. Vose replied “yes” and she will be drafting  
 49 an ordinance effective October 1<sup>st</sup> and the last Ordinance was a tax rather than a regulatory

1 ordinance which is more enforceable. She referenced a workshop where the Commission had asked  
2 to raise the fees to help fund the enforcement process and there are a lot of requirements to raising a  
3 fee on a tax; being a regulatory ordinance it eliminates the need to comply with all the requirements  
4 under the statute for increasing the business tax license. She referred to and read Section 36-11  
5 which defines cause and in reference to the City doing interior inspections the language is taken  
6 from the existing ordinance.

7  
8 Mayor Masiarczyk referred to Page 5 under 36-14 Utility Accounts, how would the City determine  
9 the owner of the property if the Property Appraiser cannot and Mrs. Vose replied the reason she put  
10 that in is there is because Deltona Water has no way of knowing if a deed is valid so Deltona Water  
11 sends the deed for her to confirm it is a valid deed to be able to move forward. She stated she checks  
12 to see if the deed is recorded but sometimes there is a significant lag time at the Property Appraiser's  
13 office. Mayor Masiarczyk asked if it would be inappropriate to add that language "or as determined  
14 by the City Attorney with proper documentation on ownership or deed" to make it clear and Mrs.  
15 Vose replied "yes".

16  
17 Commissioner Denizac stated she has reservations about this ordinance because it provides  
18 unnecessary burdens on the good people that just want to rent a house having to get a notarized  
19 paper and Mrs. Vose explained Deltona Water has a lot of issues with squatters and that is the reason  
20 for this.

21  
22 Vice Mayor Herzberg stated she was torn on this because it is another step for those legitimate  
23 renters but she understands there is a problem with squatters and she asked Mrs. Vose if this type of  
24 regulation would help and Mrs. Vose replied she was not sure this would cure all the squatting  
25 problems but it is a step in the right direction. Vice Mayor Herzberg suggested passing this and  
26 reevaluate it after a year.

27  
28 Commissioner Nabicht stated the City is writing this to give the Code Enforcement Officers,  
29 Sheriff's Office and staff the authority to fix the problem and to get people that do not belong in  
30 these houses out. He stated he understood the concern about a little more paperwork but the City is  
31 dealing with a much bigger problem. He stated he agreed with Vice Mayor Herzberg about some  
32 type of tracking when this is implemented to see how successful it has been or where it may need to  
33 be tweaked.

34  
35 **Motion by Commissioner Nabicht, seconded by Commissioner Schleicher to adopt Ordinance**  
36 **No. 11-2014 at first reading, and to schedule second and final reading for July 21, 2014.**

37  
38 Mayor Masiarczyk opened the public hearing.

39  
40 Smiley Thurston, 608 Saxon Blvd., stated he had a question about the notarized statement on the  
41 property commenting realtors would not be able to keep a stack of notarized statements to use each  
42 time, what about the out-of-state owners and how it will be burdensome.

43  
44 Mayor Masiarczyk closed the public hearing.

45  
46 **AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, ADDING A NEW CHAPTER**  
47 **36, "DELTONA RENTAL REGULATORY LICENSE ORDINANCE"; PROVIDING**  
48 **INTENT, AUTHORITY, FINDINGS OF FACT, AND DEFINITIONS; REQUIRING A**  
49 **RENTAL REGULATORY LICENSE AND FEE, PROVIDING FOR AN APPLICATION;**

1 **PROHIBITING CERTAIN OCCUPANCY; PROVIDING FOR INTERIOR RENTAL**  
 2 **INSPECTIONS FOR CAUSE, EMERGENCY INSPECTIONS AND REMEDIATION, AND**  
 3 **DELINQUENCIES, REVOCATION AND PENALTIES; REQUIRING CERTAIN**  
 4 **DOCUMENTS PRIOR TO UTILITY ACTIVATION, AND PROVIDING FOR CONFLICTS,**  
 5 **CODIFICATION, SEVERABILITY AND FOR AN EFFECTIVE DATE.**

6  
 7 **Motion carried unanimously with members voting as follows: Commissioner Denizac, For;**  
 8 **Commissioner Nabicht, For; Commissioner Schleicher, For; Vice Mayor Herzberg, For; and**  
 9 **Mayor Masiarczyk, For.**

10  
 11 Ordinance No. 11-2014 was adopted at 7:16 p.m.

12  
 13 **F. Ordinance No. 18-2014, regarding unfit and unsafe structures, at first reading and to**  
 14 **schedule second and final reading for July 21, 2014.**

15  
 16 Mayor Masiarczyk referred to Page 3, Item 18-104 regarding the timeline of five (5) days suggesting  
 17 that it be changed to 30 days.

18  
 19 **Motion by Commissioner Schleicher, seconded by Vice Mayor Herzberg to adopt Ordinance**  
 20 **No. 18-2014 at first reading, and to schedule second and final reading for July 21, 2014 with**  
 21 **the change from 5 days to 30 days for the addition of sod and clean-up after demolition.**

22  
 23 Mayor Masiarczyk opened and closed the public hearing as there were no public comments.

24  
 25 **AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, ADOPTING A NEW ARTICLE**  
 26 **IV, “UNFIT AND UNSAFE STRUCTURES”, OF CHAPTER 18, “BUILDINGS AND**  
 27 **BUILDING REGULATIONS”, PROVIDING FOR THE HANDLING OF UNFIT OR UNSAFE**  
 28 **STRUCTURES, AND THE PROCEDURES TO DEMOLISH, REMOVE, SECURE, ETC.**  
 29 **SUCH STRUCTURES; PROVIDING FOR NOTICES, ASSESSMENT OF COSTS, LIENS,**  
 30 **EMERGENCY CONDEMNATIONS, APPEALS AND NON-AD VALOREM ASSESSMENTS;**  
 31 **AND PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND FOR AN**  
 32 **EFFECTIVE DATE.**

33  
 34 **Motion carried unanimously with members voting as follows: Commissioner Denizac, For;**  
 35 **Commissioner Nabicht, For; Commissioner Schleicher, For; Vice Mayor Herzberg, For; and**  
 36 **Mayor Masiarczyk, For.**

37  
 38 Ordinance No. 18-2014 was adopted at 7:19 p.m.

39  
 40 **9. OLD BUSINESS:** None.

41  
 42 **10. NEW BUSINESS:**

43  
 44 **A. Request for approval for waiver of all fees – SE 14-006-Latin Festival 2014.**

45  
 46 The Commission discussed being asked once again to go against the City’s policy and procedures  
 47 and the need to follow the policy of \$2,500 for any event with attendance over 901, that this request  
 48 should go through the budget this year and if not the Commission would have to go by policy,  
 49 whether the Commission was going to change the policy to start charging for the City’s parks, what

1 the City will pay for, the need for a date for requests to be submitted so they can be budgeted and  
2 letting the entities that the City waives fees for know that this is the City's new policy.

3  
4 Mayor Masiarczyk asked Mr. Denny if anyone had researched this request and if it was in the budget  
5 and Mr. Denny replied it was not in the budget.

6  
7 Commissioner Nabicht asked Mr. Moore if a follow-up report had been filed and he replied "yes".  
8 The City Clerk was asked to read the report into the record and Commissioner Nabicht asked if the  
9 \$3,400 in the report was all the money that was made or the profit after expenses and Mr. Santiago  
10 replied that was the net profit.

11  
12 Commissioner Denizac stated this is the 19<sup>th</sup> year for this festival with many residents from Deltona  
13 and other areas in attendance, the event fulfilling one of plaques on the wall about diversity, that the  
14 event should be part of the budget and she would like to see the City continue with the festival.

15  
16 Commissioner Schleicher stated this is a policy problem and she asked Mr. Santiago if the Volusia  
17 County Hispanic Association (VCHA) had gone to the Volusia County Council and asked to  
18 negotiate the Sheriff's charges with them and Mr. Santiago replied they had in years past and were  
19 successful in some years but, recently they have been unsuccessful because of Volusia County's  
20 budget concerns.

21  
22 Vice Mayor Herzberg asked to clarify that of the \$9,000 requested \$5,130 is for the Sheriff's cost  
23 and this amount is the out of pocket cost that comes from the City, everything else is done in-house.

24  
25 Mayor Masiarczyk stated he recalled last year the Commission had told these agencies to get with  
26 the Parks & Recreation Department and make it a truly co-sponsored event that could be budgeted  
27 for so part of the blame falls on the organization for not doing that before now. He stated the  
28 maximum amount the Commission can give is \$2,500, a report is due within 30 days after the event,  
29 the report that was received was a letter at best and should have been a detailed report. He suggested  
30 as an alternative that the City use the \$2,500 cap to offset the costs of the Sheriff's Department and  
31 let the VCHA absorb the additional cost, the City can live with the things in-house like the fields,  
32 and then the City will not entertain any change if it does not fit the policy in the future.

33  
34 Commissioner Nabicht stated he could not support that as the Fire Department is already over  
35 budget and the policy is the policy.

36  
37 **Motion by Commissioner Nabicht, seconded by Commissioner Schleicher to deny the request.**

38  
39 Mayor Masiarczyk opened the public hearing.

40  
41 Christine Santiago, 2631 Eustace Avenue, spoke in favor of the event and she asked for one (1) more  
42 chance.

43  
44 Vickie Wales, 770 Gordon Court, commented she did not believe this was fair when she comes to  
45 meetings and sees fines reduced for people who ignore the rules for years. She asked that the City  
46 set a rule, let everybody know what to do but not at this time.

47  
48 David Santiago, 2631 Eustace Avenue, spoke about the event being a community based cultural  
49 event where the City is asked to partner with VCHA and is no different than other City events like  
13 Item 4A

1 Spooktacular and the 4<sup>th</sup> of July Fireworks which the City absorbs all of the costs. He stated it does  
 2 generate funds to help about 1,000 kids with free back packs, school supplies, haircuts and vision  
 3 screenings. He commented he was willing to accept and bring back to the committee the suggestion  
 4 of applying the \$2,500 of in-kind to the costs for the law enforcement services and push to do more  
 5 fundraisers to close that gap.

6  
 7 Vice Mayor Herzberg stated the City has given away money in liens by agreeing to reduce fines for  
 8 people who can pay them as suggested by the Special Magistrate when they want to sell their  
 9 property. She stated she cannot support not sponsoring this event but the City has got to start  
 10 budgeting for these special events no matter who it is. She stated she could support Mayor  
 11 Masiarczyk's suggestion of the \$2,500 towards the VCSO costs and in the future maybe putting in  
 12 the VCSO contract a dollar amount for community hours for community policing for special events.

13  
 14 **Motion carried with members voting as follows:**

16	<b>Commissioner Denizac</b>	<b>Against</b>
17	<b>Commissioner Nabicht</b>	<b>For</b>
18	<b>Commissioner Schleicher</b>	<b>For</b>
19	<b>Vice Mayor Herzberg</b>	<b>Against</b>
20	<b>Mayor Masiarczyk</b>	<b>For</b>

21  
 22 Mayor Masiarczyk passed the gavel to Vice Mayor Herzberg.

23  
 24 **Motion by Mayor Masiarczyk, seconded by Commissioner Denizac to adopt annual All**  
 25 **Nations Multi-cultural Festival to be put on by the City of Deltona, to budget \$5,000 from the**  
 26 **General Fund this fiscal to be applied to the costs for the VCHA event this year, and in the**  
 27 **future the City of Deltona will annually put on an All Nations Multi-cultural Festival in honor**  
 28 **of Gus and Mary Dowels as funded per the budget process in the future.**

29  
 30 Commissioner Schleicher asked for clarification on whether the City would be taking over the  
 31 Hispanic Festival. Mayor Masiarczyk replied "no"; the City would be allowing a \$5,000 donation  
 32 this year towards the costs and annually the City will have an all nation's festival to be put on by the  
 33 Parks and Recreation Department to celebrate diversity in the future.

34  
 35 Vice Mayor Herzberg asked Mayor Masiarczyk if he wanted to change the name of the festival and  
 36 have the City Sponsor it or co-sponsor it with the VCHA. Mayor Masiarczyk replied he did not  
 37 have the authority to do away with the VCHA's festival but would put \$5,000 for this year to cover  
 38 the costs for the police and then annually the City would put on an all nations multi-cultural festival  
 39 and the VCHA can do their own separate festival but, the City will not fund any more than the policy  
 40 or until the policy is changed.

41  
 42 Vice Mayor Herzberg opened the public hearing.

43  
 44 Phil Giorno, 2135 Brewster Drive, stated he supports a cultural event for all cultures to come together.

45  
 46 David Santiago, 2631 Eustace Avenue, stated the suggestion is a good one and he volunteered to help  
 47 with the multi-cultural event next year.

1 **Motion carried with members voting as follows:**

2		
3	<b>Commissioner Denizac</b>	<b>For</b>
4	<b>Commissioner Nabicht</b>	<b>Against</b>
5	<b>Commissioner Schleicher</b>	<b>Against</b>
6	<b>Vice Mayor Herzberg</b>	<b>For</b>
7	<b>Mayor Masiarczyk</b>	<b>For</b>
8		

9 Vice Mayor Herzberg returned the gavel to Mayor Masiarczyk.

10

11 **B. Request for approval of 2014-2015 Law Enforcement Services Agreement.**

12

13 Mr. Denny stated this item will be discussed in more detail on Thursday but since placing this item  
 14 on the agenda he has received from Captain Brannon a request to add three (3) additional personnel  
 15 for FY 2014/2015 and two (2) additional for FY 2015/2016. He stated the addition to the 2014/2015  
 16 budget year would increase the budget by \$416,000+ and the addition to the 2015/2016 budget year  
 17 would increase the budget by \$285,000. He suggested waiting until the budget workshop and to  
 18 bring the agreement back before the Commission at the July 21, 2014 meeting.

19

20 Mayor Masiarczyk opened and closed the public hearing as there were no public comments.

21

22 **Motion by Commissioner Nabicht, seconded by Commissioner Schleicher to table Item #10-B.**

23

24 **Motion carried unanimously with members voting as follows: Commissioner Denizac, For;**  
 25 **Commissioner Nabicht, For; Commissioner Schleicher, For; Vice Mayor Herzberg, For; and**  
 26 **Mayor Masiarczyk, For.**

27

28 **C. Appointment of an individual to fill the remainder of the District 5 Commission seat.**

29

30 Mayor Masiarczyk asked City Clerk Joyce Raftery to come up and swear in the newly appointed  
 31 Commissioner for District 5, Anthony Bellizio.

32

33 Ms. Raftery asked Mr. Bellizio to place his right hand on the Bible and raise his left hand and repeat the  
 34 Oath of Office after her. Commissioner Bellizio was sworn in, official photos were taken and he took  
 35 his seat at the dais.

36

37 **11. CITY ATTORNEY COMMENTS:** None.

38

39 **12. CITY MANAGER COMMENTS:** None.

40

41 **13. CITY COMMISSION COMMENTS:**

42

43 a) Commissioner Bellizio introduced himself and commented he was honored to serve out the  
 44 approximately four (4) months of the unexpired District 5 term and will do what is needed for District 5  
 45 as well as all the citizens in the City. He felt it is his duty to serve in the public and he will insure that  
 46 he will be educated on every issue as much as possible.

47

48 b) Commissioner Schleicher welcomed Commissioner Bellizio and commented on being out of

1 town July 23<sup>rd</sup> – 29<sup>th</sup> and missing the July 28<sup>th</sup> workshop and Florida League of Cities Dinner (FLOC),  
 2 the vote to combine the Volusia Council of Governments (VCOG) and FLOC taking place July 28<sup>th</sup> and  
 3 her concern over the costs to the City, the Interim City Manager applications needing to be correct and  
 4 complete, and her concerns about VCSO dispatch.

5  
 6 c) Commissioner Nabicht requested the City Attorney send out the contractual agreement for the  
 7 Council on Aging to the Commission and is asking for a consensus for the City Manager to schedule a  
 8 workshop to discuss it, he is not looking at doing away with any programs for seniors but would like to  
 9 enhance those programs in a cost effective manner which may include a different agency providing  
 10 those services, following policy on the hotdog stand at the church at Tivoli and Providence Blvds. that  
 11 was closed on a technicality needing to be fixed, finding relief for the business, and he commented on  
 12 the zoning at that location.

13  
 14 d) Commissioner Denizac commented the City has policies and procedures and the Commission is  
 15 charged with following them but there is common sense and then there is policies which may need to be  
 16 tweaked for the betterment of the community. She welcomed Commissioner Bellizio.

17  
 18 e) Vice Mayor Herzberg commented on the Team Volusia meeting held at Teledyne Oil and Gas  
 19 and what a gem it is for Volusia County. She attended a joint meeting of the VCOG and VLOC  
 20 Executive Board meeting to discuss the merger and that the vote is for the merger only and not the  
 21 costs. She commented the One Volusia event hosted by Representative Santiago was very good and  
 22 well attended. She referred to the hotdog stand and spoke about the City's policies and that she had  
 23 asked for a visioning session which would include future commercial land use.

24  
 25 f) Mayor Masiarczyk commented the City could change some things by allowing vendors to set up  
 26 in parks, public locations, private locations, and churches could be treated differently, staff needing to  
 27 look at and let the Commission know what the downside is, and it needs to be discussed so changes can  
 28 be made. He suggested on proper common areas, issue licenses or permits to operate there. He referred  
 29 to an email he received from Michele McFall-Conte regarding the 4<sup>th</sup> of July and the large fireworks  
 30 being used before and after July 4<sup>th</sup> in the City and she suggested someone is going to get hurt or killed.  
 31 He commented he was not sure what Captain Brannon could do but Mrs. McFall-Conte thinks it has to  
 32 start at the State and County level. He supports the merger of VCOG and VLOC but has concerns. He  
 33 welcomed Commissioner Bellizio.

34  
 35 The City Manager commented each of the Commissioners had been given a packet with the Interim  
 36 City Manager applications.

37  
 38 **14. ADJOURNMENT:**

39  
 40 There being no further business, the meeting adjourned at 8:51 p.m.

41  
 42  
 43 **ATTEST:**

44  
 45 \_\_\_\_\_  
 46 **John Masiarczyk Sr., Mayor**

47  
 48 \_\_\_\_\_  
 49 **Joyce Raftery, City Clerk**

**CITY OF DELTONA, FLORIDA  
SPECIAL CITY COMMISSION MEETING  
MONDAY, JULY 14, 2014**

A Special Meeting of the Deltona City Commission was held on Monday, July 14, 2014 in the City Hall Commission Chambers, 2345 Providence Blvd. Deltona, Florida.

**1. CALL TO ORDER:**

The meeting was called to order at 5:30 p.m. by Mayor John Masiarczyk, Sr.

**2. ROLL CALL:**

Mayor	John Masiarczyk	Present
Vice Mayor	Heidi Herzberg	Present
Commissioner	Webster Barnaby	Present
Commissioner	Zenaida Denizac	Present
Commissioner	Anthony Bellizio	Present
Commissioner	Chris Nabicht	Absent (Excused)
Commissioner	Nancy Schleicher	Present
City Manager	William D. Denny	Present
City Attorney	Becky Vose	Present
City Clerk	Joyce Raftery	Present

Also Present: Human Resources Director Tom Acquaro; Assistant City Manager Dale Baker; Planning & Development Services Director Chris Bowley; VCSO Captain David Brannon; and Parks & Recreation Director Steve Moore.

**3. PLEDGE TO THE FLAG:**

Mayor Masiarczyk led everyone in the pledge of allegiance to the flag.

**4. BUSINESS:**

**A. Discussion re: Interim City Manager Applications.**

Mayor Masiarczyk explained why the meeting was called and the process to take place.

The Commission discussed not considering any out of state applicants, each Commission having their top three (3) applicants, each Commissioner determining what to use to gauge each applicant, the type of applicant the Commission is looking for, the Interim City Manager position being temporary, the residency requirement which will be on the November ballot, it taking a month or so for the Interim City Manager to get going, there being one (1) applicant familiar with the County, none of the applicants being able to replace Mr. Denny other than Dale Baker, the money that will need to be spent to search for a permanent City Manager, the Commission having a better pool of applicants by doing a nationwide search for a full time City Manager after the November election,

City of Deltona, Florida  
Special Meeting  
July 14, 2013  
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1 the possibility that a permanent City Manager will not be hired by December or even January, the  
2 Interim City Manager being interim for approximately an eight (8) month period, making sure the  
3 permanent City Manager applicants know that the residency requirement will be on the November  
4 ballot, hiring a national headhunting firm to search for a permanent City Manager, the amount of  
5 funds needed to do a national search, the dynamics of the relationship between the City Manager  
6 and the City Commission, both the Commission and the City Manager acting accordingly and each  
7 understanding their roles, and keeping the Code Enforcement department whole as it is a vital  
8 department and pulling Mr. Baker from that department possibly making the department unstable.

9  
10 Ms. Raftery stated the Deputy City Clerk is making copies of a spreadsheet for the Commission to  
11 rank the applicants that has all the applicants listed in one column and each Commissioner listed  
12 across the top.

13  
14 Mrs. Vose suggested ranking the applicants backwards, the 1<sup>st</sup> choice as #3, the 2<sup>nd</sup> choice as #2 and  
15 the 3<sup>rd</sup> choice as #1.

16  
17 Commissioner Bellizio stated he was not able to gage Dale Baker's submission as he only submitted  
18 a letter and no application, resume or background information. He stated he felt it was not proper to  
19 consider Mr. Baker just because he is a current employee in the Deputy City Manager position and  
20 Commissioner Barnaby agreed.

21  
22 Mayor Masiarczyk called for a recess at 5:53 p.m. and reconvened at 6:13 p.m.

23  
24 Ms. Raftery stated the results of the applicant's ranking process are as follows: Dale Baker – 8,  
25 Lyndon Bonner – 5, David Clapsaddle – 0, James Coleman – 0, James Drymon – 2, James  
26 McCroskey – 4, Scott Randall – 1, Scott Neils – 2, Charles D. Rashed – 0, Gary Shimun – 8,  
27 Thomas Stauffenberg – 0, and Howard Tipton – 5. She stated Dale Baker and Gary Shimun are tied  
28 with 8 points each for 1<sup>st</sup> choice and Lyndon Bonner and Howard Tipton are tied with 5 points each  
29 for 2<sup>nd</sup> choice.

30  
31 The Commissioner discussed whether or not to re-rank the top four (4) choices in order to narrow  
32 down the applicants to three (3), interviewing just the top two (2) applicants, re-ranking the two (2)  
33 applicants with a tied score for second choice, whether or not the Commission would be choosing  
34 the Interim City Manager now or at the July 21<sup>st</sup> Commission meeting, interviews being scheduled  
35 during the day on July 21<sup>st</sup> and the Commission voting on the Interim City Manager at the 6:30 p.m.  
36 Commission meeting that night, whether Mr. Tipton could look at the budget and other things that  
37 would need looked at even though he will not be present the month of August if chosen, who to  
38 interview and what time to have the interviews.

39  
40 The Commission re-ranked the two (2) applicants who tied for second choice and the results were a  
41 tie with three (3) votes each.

42  
43 **The Commission concurred on Monday, July 21, 2014 to conduct 15 minute interviews from**  
44 **10:00 a.m. to Noon for those Commissioners who want to have individual interviews with the**  
45 **applicants, at 12:30 p.m. the Commission will come together as a body to interview the**  
46 **applicants, and at the 6:30 p.m. City Commission Meeting the Commission will rank the four**

1 **(4) applicants and appoint an Interim City Manager.**  
2

3 Mayor Masiarczyk stated if a candidate asks questions about a benefit package the Commission  
4 should not negotiate with the applicants, and the Commission should not discuss anything that  
5 would put the applicant in a protective class such as age, health, race, social relationships, religion,  
6 etc.  
7

8 Commissioner Bellizio suggested that those Commissioners who want to do individual interviews  
9 of the applicants to go in with a questionnaire for each applicant that has been reviewed by the City  
10 Attorney prior to conducting the interviews.  
11

12 Mr. Denny stated to confirm, all the applicants will be asked to be at City Hall by 10:00 a.m., staff  
13 will set-up 15 minute interviews with each applicant and those Commissioners that want to do one  
14 on ones until Noon, the Commission and the applicants will be provided lunch, and from Noon to  
15 2:00 p.m. there will be a full Commission interview with the applicants in the Commission  
16 Chambers.  
17

18 Mayor Masiarczyk stated that it is not necessary for the applicants to stay after the interviews and  
19 the City Manager will contact each of them to let them know who has been chosen as the Interim  
20 City Manager.  
21

22 **5. PUBLIC COMMENTS:**  
23

24 Larry DeMatteo, 2501 Barry Drive, stated the Interim City Manager should not get a benefits  
25 package, the City having a reputation of providing a large severance package, the interim position  
26 being only for several months, being up front with City Manager applicants regarding the residency  
27 requirement that will be on the November ballot and paying expenses for the Interim City Manager  
28 applicants.  
29

30 The Commission discussed applicants not having an interest in a full time City Manager position, in  
31 the interview process finding out more of what each applicant's expectations are, the criteria for the  
32 Interim City Manager's compensation, the baseline for a City Manager's compensation being a  
33 wide spectrum, who negotiates the compensation and what is a reasonable compensation for an  
34 Interim City Manager, the Commission and the Interim City Manager knowing their roles,  
35 maintaining the cohesiveness of staff, applicants having the right qualifications such as skills in  
36 economic development, if compensation negotiations cannot be reached with the Commission's  
37 first choice then the Commission will have to look at the runner up, the reality of what an Interim  
38 City Manager can do for the City before going out to a nationwide search for a City Manager, to  
39 look at stability and what is expected of the Interim City Manager in a limited time period, the  
40 chosen applicant hitting the ground running and working for their compensation, and the process  
41 from a City Manager to an Interim City Manager being flawless.  
42

43 Commissioner Barnaby asked who would be attending the Volusia League of Cities Dinner and  
44 Mayor Masiarczyk stated each Commissioner should let Administrative Assistant Sandi Jackson  
45 know who will be attending the dinner.  
46

City of Deltona, Florida  
Special Meeting  
July 14, 2013  
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13

**6. ADJOURNMENT:**

There being no further business the meeting adjourned at 7:01 p.m.

\_\_\_\_\_  
John C. Masiarczyk, Sr., Mayor

ATTEST:

\_\_\_\_\_  
Joyce Raftery, City Clerk



## AGENDA MEMO

**TO:** Mayor & City Commission                      **AGENDA DATE:** 7/21/2014  
**FROM:** William D. Denny, City Manager              **AGENDA ITEM:** 5 - A  
**SUBJECT:** Presentation - Quarterly Reports of City Advisory Boards/Committees.

**LOCATION:**

N/A

**BACKGROUND:**

Quarterly Reports of City Advisory Boards/Committees:  
1) Parks and Recreation Advisory Committee -  
(Written Report Only)

- Senior Advisory Sub-Committee
- Youth Advisory Sub-Committee
- Citizen Accessibility Advisory Sub-Committee

**ORIGINATING DEPARTMENT:**

City Clerk's Office

**SOURCE OF FUNDS:**

N/A

**COST:**

N/A

**REVIEWED BY:**

City Clerk

**STAFF RECOMMENDATION PRESENTED BY:**

N/A - Presentation Only.

**POTENTIAL MOTION:**

N/A - Presentation Only.

**AGENDA ITEM APPROVED BY:**

---

William D. Denny, City Manager

**ATTACHMENTS:**

- Parks and Recreation Advisory Board - 2nd Quarter 2013

# **PARKS & RECREATION DEPARTMENT QUARTERLY REPORT APRIL, MAY, JUNE 2014**

## **Parks & Recreation Advisory Board**

### **Second quarter:**

- This board met in May and was brought up to date on park developments.
- One member expressed his regret that he had to resign due to health and family issues.
- There was no meeting in June.

## **Citizen Accessibility Advisory Sub-Committee**

### **Second quarter:**

- This sub-committee met in April and May and continued discussions/planning for the Community Health Expo.
- Members of this committee volunteered 14 hours at the Eggstravaganza event.
- This sub-committee co-hosted and attended the Community Health Expo. Attendance was approximately 280.
- This sub-committee met in June to do wrap-up of the Community Expo and to finalize plans for outstanding action items.

## **Youth Advisory Sub-Committee**

### **Second quarter:**

- This sub-committee met in April and planned for their upcoming Youth Game Day.
- Members of this committee volunteered 22 hours at the Eggstravaganza event.
- Youth Game Day scheduled for May 3<sup>rd</sup> was heavily rained out although the members turned up for the event and volunteered 14 hours. The mayor stopped by to offer encouragement and support.
- This sub-committee met in May to do wrap up of events and to discuss future volunteering efforts including the 4th of July.
- There was no meeting in June.

## **Senior Advisory Sub-Committee**

### **Second quarter:**

- This sub-committee met in April to review the Sunshine Law and discuss attending the Community Expo to distribute board applications and a senior survey.
- This sub-committee volunteered 4 hours for Eggstravaganza and 4 hours for Arbor Day.
- This sub-committee did not meet in May.
- This sub-committee met in June and continued their planning for the upcoming Senior Breakfast.

Respectfully submitted,  
Steve Moore, Director  
Parks and Recreation Department



## AGENDA MEMO

**TO:** Mayor & City Commission      **AGENDA DATE:** 7/21/2014  
**FROM:** William D. Denny, City Manager      **AGENDA ITEM:** 8 - A  
**SUBJECT:** Public Hearing - Ordinance No. 15-2014, An amendment to allow Changeable Copy Signs for Houses of Worship, at first reading.

**LOCATION:**

Citywide

**BACKGROUND:**

Chapter 102 of the City's Code of Ordinances is the City's 'sign code'. In many cities, a sign code is a dynamic document seeking to use the most current signage technology, establish a balance between the ability to advertise and promote businesses, events, public facilities, etc. and the overall aesthetics of a community. The purpose and intent listed in Section 102-1 of the sign code outlines the purpose of signage regulations, lists the aesthetic intent, and ensures compatibility between land uses.

The City received a request to consider electronic changeable copy signs for houses of worship that allows them to have the most current signage technology. Houses of worship have the ability to be placed in a variety of zoning classifications. As such, commercial-oriented signage can be located within residential neighborhoods, which is not typically afforded to other types of land uses. To allow for electronic changeable copy signs, staff created the proposed amendments to Chapter 102-78, Houses of worship, and Chapter 102-102, Changeable copy signs, included within the attached Ordinance No. 15-2014. In summary, the proposed amendments include the following:

1. Further clarify the existing regulations through minor revisions to the sign code;
2. Adds electronic changeable copy sign language to Section 102-78 to allow houses of worship to have that type of signage and to place evening hour illumination limitations on them to respect the residential character of area neighborhoods; and
3. For electronic changeable copy signs, limits the number,

orientation, land use types, and location of sign placement; particularly along arterial roadway rights-of-way.

The proposed amendment is consistent with the City's Comprehensive Plan. Finally, the Planning and Zoning Board heard this item on June 18, 2014, and recommended that the City Commission approve Ordinance No. 15-2014.

**ORIGINATING DEPARTMENT:**

Planning and Development Services

**SOURCE OF FUNDS:**

N/A

**COST:**

N/A

**REVIEWED BY:**

Planning Director, Finance Director, City Attorney

**STAFF RECOMMENDATION PRESENTED BY:**

Presented by: Chris Bowley, AICP, Director, Planning and Development Services - Staff recommends that the City Commission approve Ordinance No. 15-2014, an amendment to allow changeable copy signs for houses of worship, at first reading.

**POTENTIAL MOTION:**

"I hereby move to approve Ordinance No. 15-2014, an amendment to allow changeable copy signs for houses of worship, at first reading."

**AGENDA ITEM APPROVED BY:**

---

William D. Denny, City Manager

**ATTACHMENTS:**

- Ordinance No. 15-2014: Final Draft
- Ordinance No. 15-2014: Strike-through Underlined

**ORDINANCE NO. 15-2014**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, AMENDING THE CODE OF ORDINANCES, SUBPART B, LAND DEVELOPMENT CODE, BY REVISING SECTION 102-78, HOUSES OF WORSHIP, AND SECTION 102-102, CHANGEABLE COPY SIGNS, OF CHAPTER 102, SIGNS; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.**

---

**WHEREAS**, the City of Deltona Code of Ordinances, Subpart B, is the City's Land Development Code that includes Chapter 102, Signs; and

**WHEREAS**, the City of Deltona is considering an amendment to Section 102-78, Houses of worship, and Section 102-102, Changeable copy signs, of the Code of Ordinances, to permit houses of worship to use electronic changeable copy signs; and

**WHEREAS**, Section 102-78, Houses of worship, shall be amended to include Section 102-78(3), electronic changeable copy sign regulations, and Section 102-102, shall be amended to include regulations pertaining to the quantity, location, and orientation of electronic changeable copy signs; and

**WHEREAS**, the City Commission of the City of Deltona has determined that it is in the best interest of the citizenry and general public to regulate electronic changeable copy signs; and

**WHEREAS**, the City Commission of the City of Deltona has the responsibility and authority to determine what uses are best suited to particular land use and zoning categories within the City and finds that this Ordinance promotes the general health, safety, and welfare of its citizens.

**NOW, THEREFORE**, be it ordained by the City Commission of the City of Deltona, Florida, as follows:

**SECTION 1.** Chapter 102, Section 78, of the City of Deltona, Florida, Code of Ordinances is hereby revised and restated to read as follows:

**Sec. 102-78. Houses of worship.**

- (a) Houses of worship and any other uses on-site may be permitted signage under this section in accordance with the following criteria:
  - (1) Freestanding signs.
    - a. Sign area, height, and setback.

1. Maximum area: 48 square feet.
  2. Maximum height: Eight feet.
  3. Minimum setback from the right-of-way: Five feet
  4. Minimum setback from the side lot lines: Ten feet
  5. Sign(s) shall be in compliance with the visual clearance requirements of chapter 96, section 37(a)(b) of this code.
- b. Freestanding sign structures on the same ownership parcel shall be a minimum of 300 feet apart and located within a 20-foot strip of land parallel to and adjoining rights-of-way frontage. No more than two (2) signs shall be permitted along any one (1) right-of-way frontage.
- c. Design of the freestanding signs shall be in accordance with section 102-70(a)(4) of this chapter.
- (2) Wall signs.
- a. Sign area, height, and design requirements.
    1. Maximum sign area: 48 square feet.
    2. Maximum height of any individual letter: Two feet.
    3. Religious symbols or logos may exceed two feet; however, their area shall be counted towards the overall permitted sign area.
    4. Location: In accordance with section 102-71(b) of this chapter.
- (3) Electronic changeable copy signs.
- a. Electronic changeable copy signs for houses of worship shall be in compliance with Section 102-102(a)(3) of this chapter.
  - b. Electronic changeable copy signs for houses of worship on residentially zoned lots shall reduce the sign's intensity or brilliance during evening hours (i.e. after sunset) by half of the daytime ambient light illumination to be compatible with area neighborhoods.

**SECTION 2.** Chapter 102, Section 102, of the City of Deltona, Florida, Code of Ordinances is hereby revised and restated to read as follows:

**Sec. 102-102. Changeable copy signs.**

(a) Changeable copy signs, including manual and electronic changeable copy signs, shall be regulated under the following guidelines:

- (1) *Freestanding signs with manual or electronic changeable copy display.* Changeable copy signs shall not comprise more than 50 percent of the permitted sign area, shall be included as part of the permitted sign area, and shall be limited to one (1) sign per lot; with the following exceptions, as described herein below:

- a. Motor vehicle service stations and convenience stores with gas pumps may utilize up to 100 percent of the permitted sign area for changeable prices of fuel only.
  - b. Movie theaters and other performance/entertainment facilities may utilize up to 80 percent of the permitted sign area for the display of names of films, plays or other performances currently showing. Such changeable copy areas shall be included as part of the permitted sign area.
  - c. Changeable copy signs shall be limited to commercial, office, houses of worship, and industrial uses along arterial roadway frontages, as described in the City of Deltona's Comprehensive Plan, and prohibited for residential uses, including residential uses within mixed-use projects.
- (2) *Wall signs.*
- a. Use of changeable copy signs as part of permitted wall sign area is prohibited, except as described in subparagraph (b) below.
  - b. Movie theaters may use up to 80 percent of permitted wall sign area for display of names of films, plays or other performances currently showing. Such changeable copy areas shall be included as part of the permitted sign area.
- (3) *Electronic changeable copy display* shall be subject to all applicable provisions within this section and Chapter as well as the following requirements:
- a. The sign with display screen shall be located on a lot, outside of public rights-of-way, along arterial roadway frontages, as described in the City of Deltona's Comprehensive Plan, and oriented perpendicular to the arterial roadway frontage.
  - b. Any message or picture displayed shall be static in nature and shall not project continuous scroll, blink, flicker, flash, scintillate, or be otherwise animated, except for on digital electronic changeable copy signs. Transitions from one static image to the next shall appear to be instantaneous.
  - c. Copy change of the display screen shall not be more frequent than once per two (2) seconds. The use of background animation is allowed on digital electronic changeable copy signs where the foreground of the sign displays static images prior to transitioning to another static foreground image. Transitions from one static foreground image to another may also display frame effects that last no longer than two (2) seconds. The use of flashing, foreground animation, and full motion video on such signs is prohibited.
  - d. All electronic changeable copy signs shall come equipped with automatic dimming technology that automatically adjusts the sign's brightness in direct correlation with ambient light conditions.
  - e. No electronic changeable copy sign shall exceed a brightness level of 0.3 foot candles above ambient light, as measured using a foot candle (Lux) meter at a preset distance depending on sign area, measured from a measuring distance calculated with the following formula, and the square root of the product of the sign area multiplied by one-hundred:

City of Deltona, Florida  
 Ordinance No. 15-2014  
 Page 4 of 5

*Example using a 12 square foot sign:*  
 Measurement Distance =  $\sqrt{(12 \text{ Sq. Ft.} \times 100)} = 34.6$

(No electronic sign shall exceed an illumination of 1.0 foot candle as measured from any property line or edge of street, a standard consistent with Section 110-828 (b)(2)).

**SECTION 3. CONFLICTS.** All Ordinances or parts of Ordinances, insofar as they are inconsistent or in conflict with the provisions of this Ordinance, are hereby repealed to the extent of any conflict.

**SECTION 4. CODIFICATION.** The provisions of this Ordinance shall be codified and be made a part of the Code of Ordinances of the City of Deltona. The sections of this Ordinance may be renumbered or relettered to accomplish such intention.

**SECTION 5. SEVERABILITY.** In the event that any portion or section of this Ordinance is determined to be invalid, illegal, or unconstitutional, by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Ordinance, which shall remain in full force and effect.

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

**PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014.**

**FIRST READING:** \_\_\_\_\_

**ADVERTISED:** \_\_\_\_\_

**SECOND READING:** \_\_\_\_\_

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**JOHN C. MASIARCZYK SR., MAYOR**

City of Deltona, Florida  
Ordinance No. 15-2014  
Page 5 of 5

**ATTEST:**

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**JOYCE RAFTERY, CITY CLERK**

Approved as to form and legality for use  
and reliance by the City of Deltona, Florida

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**GRETCHEN R. H. VOSE, CITY ATTORNEY**

**ORDINANCE NO. 15-2014**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, AMENDING THE CODE OF ORDINANCES, SUBPART B, LAND DEVELOPMENT CODE, BY REVISING SECTION 102-78, HOUSES OF WORSHIP, AND SECTION 102-102, CHANGEABLE COPY SIGNS, OF CHAPTER 102, SIGNS; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.**

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**WHEREAS**, the City of Deltona Code of Ordinances, Subpart B, is the City's Land Development Code that includes Chapter 102, Signs; and

**WHEREAS**, the City of Deltona is considering an amendment to Section 102-78, Houses of worship, and Section 102-102, Changeable copy signs, of the Code of Ordinances, to permit houses of worship to use electronic changeable copy signs; and

**WHEREAS**, Section 102-78, Houses of worship, shall be amended to include Section 102-78(3), electronic changeable copy sign regulations, and Section 102-102, shall be amended to include regulations pertaining to the quantity, location, and orientation of electronic changeable copy signs; and

**WHEREAS**, the City Commission of the City of Deltona has determined that it is in the best interest of the citizenry and general public to regulate electronic changeable copy signs; and

**WHEREAS**, the City Commission of the City of Deltona has the responsibility and authority to determine what uses are best suited to particular land use and zoning categories within the City and finds that this Ordinance promotes the general health, safety, and welfare of its citizens.

**NOW, THEREFORE**, be it ordained by the City Commission of the City of Deltona, Florida, as follows:

**SECTION 1.** Chapter 102, Section 78, of the City of Deltona, Florida, Code of Ordinances is hereby revised and restated to read as follows:

**Sec. 102-78. Houses of worship.**

- (a) Houses of worship and any other uses on-site may be permitted signage under this section in accordance with the following criteria:
  - (1) Freestanding signs.
    - a. Sign area, height, and setback.

1. Maximum area: 48 square feet.
  2. Maximum height: Eight feet.
  3. Minimum setback from the right-of-way: Five feet
  4. Minimum setback from the side lot lines: Ten feet
  5. Sign(s) shall be in compliance with the visual clearance requirements of chapter 96, section 37(a)(b) of this code.
- b. Freestanding sign structures on the same ownership parcel shall be a minimum of 300 feet apart and located within a 20-foot strip of land parallel to and adjoining ~~the~~ rights-of-way frontage. No more than two (2) signs shall be permitted along any one (1) right-of-way frontage.
- c. Design of the freestanding signs shall be in accordance with section 102-70(a)(4) of this chapter.
- (2) Wall signs.
- a. Sign area, height, and design requirements.
    1. Maximum sign area: 48 square feet.
    2. Maximum height of any individual letter: Two feet.
    3. Religious symbols or logos may exceed two feet; however, their area shall be counted towards the overall permitted sign area.
    4. Location: In accordance with section 102-71(b) of this chapter.
- (3) Electronic changeable copy signs.
- a. Electronic changeable copy signs for houses of worship shall be in compliance with Section 102-102(a)(3) of this chapter.
  - b. Electronic changeable copy signs for houses of worship on residentially zoned lots shall reduce the sign's intensity or brilliance during evening hours (i.e. after sunset) by half of the daytime ambient light illumination to be compatible with area neighborhoods.

**SECTION 2.** Chapter 102, Section 102, of the City of Deltona, Florida, Code of Ordinances is hereby revised and restated to read as follows:

**Sec. 102-102. Changeable copy signs.**

(a) Changeable copy signs, including manual and electronic changeable copy signs, shall be regulated under the following guidelines:

- (1) *Freestanding signs with manual or electronic changeable copy display.* Changeable copy signs shall not comprise more than 50 percent of the permitted sign area, and shall be included as part of the permitted sign area, and shall be limited to one (1) sign per lot; with the following exceptions, as described herein below:

- a. Motor vehicle service stations and convenience stores with gas pumps may utilize up to 100 percent of the permitted sign area for changeable prices of fuel only.
  - b. Movie theaters and other performance/entertainment facilities may utilize up to 80 percent of the permitted sign area for the display of names of films, plays or other performances currently showing. Such changeable copy areas shall be included as part of the permitted sign area.
  - c. Changeable copy signs shall be limited to commercial, ~~prohibited for office~~, houses of worship, and industrial uses along arterial roadway frontages, as described in the City of Deltona's Comprehensive Plan, and prohibited for residential uses, including residential uses within mixed-use projects.
- (2) *Wall signs with manual reader boards.*
- a. Use of changeable copy signs as part of permitted wall sign area is prohibited, except as described in subparagraph (b) below.
  - b. Movie theaters may use up to 80 percent of permitted wall sign area for display of names of films, plays or other performances currently showing. Such changeable copy areas shall be included as part of the permitted sign area.
- (3) *Electronic changeable copy display* shall be subject to all applicable provisions within this section and Chapter as well as the following requirements:
- a. The sign with display screen shall be located on a lot, outside of public rights-of-way, along arterial roadway frontages, as described in the City of Deltona's Comprehensive Plan, and oriented perpendicular to the arterial roadway frontage. ~~shall not be oriented toward the vicinity of or directly face property used, planned, or zoned for residential purposes.~~
  - b. Any message or picture displayed shall be static in nature and shall not project continuous scroll, blink, flicker, flash, scintillate, or be otherwise animated, except for on digital electronic changeable copy signs. Transitions from one static image to the next shall appear to be instantaneous.
  - c. Copy change of the display screen shall not be more frequent than once per two (2) seconds. The use of background animation is allowed on digital electronic changeable copy signs where the foreground of the sign displays static images prior to transitioning to another static foreground image. Transitions from one static foreground image to another may also display frame effects that last no longer than two (2) seconds. The use of flashing, foreground animation, and full motion video on such signs is prohibited.
  - d. All electronic changeable copy signs shall come equipped with automatic dimming technology that automatically adjusts the sign's brightness in direct correlation with ambient light conditions.
  - e. No electronic changeable copy sign shall exceed a brightness level of 0.3 foot candles above ambient light, as measured using a foot candle (Lux) meter at a preset distance depending on sign area, measured from a measuring distance

calculated with the following formula, and the square root of the product of the sign area multiplied by one-hundred:

*Example using a 12 square foot sign:*

$$\text{Measurement Distance} = \sqrt{(12 \text{ Sq. Ft.} \times 100)} = 34.6$$

(No electronic sign shall exceed an illumination of 1.0 foot candle as measured from any property line or edge of street, a standard consistent with Section 110-828 (b)(2)).

**SECTION 3. CONFLICTS.** All Ordinances or parts of Ordinances, insofar as they are inconsistent or in conflict with the provisions of this Ordinance, are hereby repealed to the extent of any conflict.

**SECTION 4. CODIFICATION.** The provisions of this Ordinance shall be codified and be made a part of the Code of Ordinances of the City of Deltona. The sections of this Ordinance may be renumbered or relettered to accomplish such intention.

**SECTION 5. SEVERABILITY.** In the event that any portion or section of this Ordinance is determined to be invalid, illegal, or unconstitutional, by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Ordinance, which shall remain in full force and effect.

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

**PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014.**

**FIRST READING:** \_\_\_\_\_

**ADVERTISED:** \_\_\_\_\_

**SECOND READING:** \_\_\_\_\_

\_\_\_\_\_  
**JOHN C. MASIARCZYK SR., MAYOR**

City of Deltona, Florida  
Ordinance No. 15-2014  
Page 5 of 5

**ATTEST:**

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**JOYCE RAFTERY, CITY CLERK**

Approved as to form and legality for use  
and reliance by the City of Deltona, Florida

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**GRETCHEN R. H. VOSE, CITY ATTORNEY**



## AGENDA MEMO

**TO:** Mayor & City Commission      **AGENDA DATE:** 7/21/2014  
**FROM:** William D. Denny, City Manager      **AGENDA ITEM:** 8 - B  
**SUBJECT:** Public Hearing - Ordinance No. 11-2014, regarding the City's Rental Regulatory License, at second and final reading.

**LOCATION:**

N/A

**BACKGROUND:**

This ordinance is proposed as a replacement for the business tax receipt ordinance for rental houses. The regulatory fees that will be imposed under this ordinance are based upon the actual cost to the city of the regulation provided under the terms of the ordinance. It also requires that renters provide to Deltona Water a copy of the rental regulatory license and a notarized statement of authorization from the record owner of the property prior to turning on water/sewer services. This will assist the city in keeping track of rental properties and help prevent squatters from taking over abandoned properties.

A Workshop was held on Monday, June 23, 2014 to discuss this ordinance.

**ORIGINATING DEPARTMENT:**

City Attorney's Office

**SOURCE OF FUNDS:**

N/A

**COST:**

N/A

**REVIEWED BY:**

City Attorney, City Manager

**STAFF RECOMMENDATION PRESENTED BY:**

Becky Vose, City Attorney – To adopt Ordinance No. 11-2014 at second and final reading.

**POTENTIAL MOTION:**

“I move that the City Commission adopt Ordinance No. 11-2014 at second and final reading.”

**AGENDA ITEM**

**APPROVED BY:**

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William D. Denny, City Manager

**ATTACHMENTS:**

- Ordinance No. 11-2014

**ORDINANCE NO. 11– 2014**

**AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, ADDING A NEW CHAPTER 36, “DELTONA RENTAL REGULATORY LICENSE ORDINANCE”; PROVIDING INTENT, AUTHORITY, FINDINGS OF FACT, AND DEFINITIONS; REQUIRING A RENTAL REGULATORY LICENSE AND FEE, PROVIDING FOR AN APPLICATION; PROHIBITING CERTAIN OCCUPANCY; PROVIDING FOR INTERIOR RENTAL INSPECTIONS FOR CAUSE, EMERGENCY INSPECTIONS AND REMEDIATION, AND DELINQUENCIES, REVOCATION AND PENALTIES; REQUIRING CERTAIN DOCUMENTS PRIOR TO UTILITY ACTIVATION, AND PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND FOR AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA:**

**BE IT ORDAINED** by the City Commission of the City of Deltona, Florida, as follows:

**SECTION 1.** Chapter 36, “Deltona Rental Regulatory License Ordinance,” is added to the Code of Ordinances of the City of Deltona to read as follows:

Sec. 36-1. Short title

This article shall be known and may be cited as the "Deltona Rental Regulatory License Ordinance".

Sec. 36-2. Authority

This chapter is enacted under the home rule of power of the city in the interest of the health, peace, safety and general welfare of the people of the city, and pursuant to Florida Statutes, Section 166.221.

Sec. 36-3. Intent

The intent of the city commission in adopting this chapter is to i) establish reasonable and uniform regulations for the rental of residential dwelling units that will protect the health, safety, property values and general welfare of the people, businesses and industries of the city; ii) provide the means to give adequate notice to owners of residential dwelling units in the city who do not reside in that property as to their responsibilities under city codes and ordinances; iii) ensure that rental residential dwelling units are maintained in a high quality manner as

required of all residential properties; and iv) maintain the tax base of the City of Deltona.

#### Sec. 36-4. Findings of fact

The City of Deltona is primarily a residential community composed of residential dwelling units with a mix of owner-occupied residential dwelling units and rental residential dwelling units. Historically, rental residential dwelling units in Deltona have disproportionately been the subject of code enforcement violations, and the expense of code enforcement activities by the city relating to rental residential dwelling units is disproportionately high compared to the expense of code enforcement activities relating to owner-occupied residential dwelling units. The property values of all residential dwelling units can be dramatically negatively impacted by rental properties in the area that are not appropriately maintained in compliance with applicable city codes. The rental of a residential dwelling unit is a business that can be regulated by the city to protect the health, safety, property values and general welfare of the people, businesses and industries of the city. The ability of City of Deltona code enforcement to contact a responsible party designated by the owner of a rental property greatly aids in the successful resolution of code enforcement issues.

#### Sec. 36-5. Definitions

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

*Immediate family* means any individual who is a relative or legal dependent of the property owner, to include spouse, children, step-children, parent, step-parent, foster parent, foster children, grandparent, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, or legal guardian.

*Local point of contact* means a person who resides or has a business location within a 50-mile radius of the subject property.

*Residential dwelling unit* means a single family residence, a duplex, or a multi-family dwelling.

*Rent* means to lease or rent, or allow a person or persons who are not a member of the owner's immediate family to occupy, a residential dwelling unit.

*Rental inspector* means any designated employee or agent of the city whose duty it is to enforce codes and ordinances enacted by the city.

#### Sec. 36-6. Rental Regulatory License Required; Exception

Prior to the rental of any residential dwelling unit in the City of Deltona, the owner of the property to be rented must obtain a Rental Regulatory License. In the case of a duplex, if one of the two parts of the duplex is occupied by the owner of the duplex, a Rental Regulatory License is not required for the rental of the other part of the duplex. In the case of a multi-family dwelling, if one of the units of the multi-family dwelling is occupied by the owner, or an on-site manager who isn't necessarily the owner, a Rental Regulatory License is not required for the rental of the other units in the multi-family dwelling.

#### Sec. 36-7. Rental Regulatory License Fee

The city commission of the City of Deltona shall annually, as a part of its budgeting process, set the amount of the Rental Regulatory License Fee. Such fee shall be determined to generate revenue commensurate with the cost of the regulatory activity.

#### Sec. 36-8. Application for license

On or before September 30 of each year, or at the same time thereafter as a residential dwelling unit is first offered for rent, an owner of a residential dwelling unit desiring to rent such residential dwelling unit shall file with the city manager, or his or her authorized designee, a sworn license application on a standard application form supplied by the city manager, or his or her authorized designee. Such application shall set forth the address of the rental property, and a local point of contact person ("Contact Person") of each rental property. A separate Rental Regulatory License is needed for each and every tax parcel on which a rental residential dwelling unit is located. A Contact Person of one or more owners may apply for multiple Rental Regulatory Licenses, upon certifying that such person has received written authorization from each owner represented provided that such authorization acknowledges receipt of a copy of this ordinance and applicable sections of the International Property Maintenance Code and acknowledges that failure to abide by this ordinance or other applicable codes and ordinances may result in a lien upon the property of the owner. The owner of record shall notify the city within 30 days when the Contact Person changes.

#### Sec. 36-9. Prohibition of rental without license

It shall be unlawful for any owner of a residential dwelling unit to rent any residential dwelling unit within the city, without first obtaining a Rental Regulatory License as required by the provisions of this article.

Sec. 36-10. Copies of Violations sent to Contact Person

In the event a rental residential dwelling unit, or its occupant, is cited for a code violation, a copy of the violation shall be also sent to the Contact Person of the rental residential dwelling unit.

Sec. 36-11. Interior rental inspections for cause

Nothing in this Ordinance shall prohibit the rental inspector from inspecting the interior of properties if he or she has probable cause, supported by a sworn affidavit, or by invitation of the tenant or the property owner, to believe a health or safety violation exists inside the dwelling.

Sec. 36-12. Emergency inspections and remediation

(a) Nothing in this Ordinance shall limit or supplant the power of the rental inspector under the International Property Maintenance Code to placard and order the vacation of property which:

(1) Is so damaged, decayed, dilapidated, unsanitary, unsafe, or vermin-infested that it creates a serious hazard to the health or safety of the occupants or the public.

(2) Lacks illumination, ventilation or sanitation facilities adequate to protect the health or safety of the occupants of the public.

(b) Nothing in this Ordinance limits the right of the city to abate or remediate such emergency or nuisance by any other lawful means or proceedings.

Sec. 36-13. Delinquencies, revocation; penalties

(a) If a Rental Regulatory License is required under this article and it is not renewed when due and payable, it shall be deemed delinquent and subject to a delinquency fee of ten percent (10%) for the first month of delinquency, plus an additional five percent (5%) delinquency fee for each subsequent month or portion thereof that the fee remains paid. However, the total delinquency fee may not exceed twenty-five percent (25%) of the Rental Regulatory License fee for the delinquent property.

(b) Any person owning or operating a rental residential dwelling unit without first obtaining a Rental Regulatory License, if required in accordance with this article, shall be subject to a fee of twenty five percent (25%) of the license fee, in addition to any other fee or penalty provided by law or ordinance.

(c) Any person who owns or operates a residential dwelling unit covered by this article, who does not pay the required Rental Regulatory License Fee within 150

days after the initial notice of license fee due, and who does not obtain the required license is subject to civil actions and penalties, including court costs, reasonable attorneys' fees, additional administrative costs incurred as a result of collection efforts, and an additional fee of up to \$250.00.

(d) All costs of collection and enforcement of the terms of this article, to include attorneys' fees whether or not litigation is commenced, shall be the responsibility of the person or corporation for which a Rental Regulatory License is or was required.

(e) Notifications to the Contact Person when applicable will be mailed by First Class U.S. Mail, or hand delivered.

(f) As an additional means of ensuring compliance with the provisions of this article, the City of Deltona Special Magistrate shall have jurisdiction and authority to hear and decide alleged violations occurring in the corporate limits of the city and to impose administrative fines and liens for violations. Proceedings before the special magistrate shall be governed by its rules and procedures, and Chapter 162, Florida Statutes.

#### Sec. 36-14. Utility Accounts

Deltona Water shall require, prior to activating water and/or sewer accounts, that any applicant for service, other than the record owner of the property as determined in accordance with the Volusia County Property Appraiser's Office, or as determined by the city attorney, shall provide a copy of the rental regulatory license for the rental or other use of the property, and shall provide a notarized statement of authorization to turn on the water and/or sewer service by the record owner of the property.

**SECTION 2. CONFLICTS.** All Ordinances or parts of Ordinances insofar as they are inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of any conflict.

**SECTION 3. CODIFICATION.** The provisions of this Ordinance shall be codified as and become and be made a part of the Code of Ordinances of the City of Deltona. The sections of this Ordinance may be renumbered or relettered to accomplish such intention.

**SECTION 4. SEVERABILITY.** In the event that any portion or section of this Ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Ordinance which shall remain in full force and effect.

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall take effect immediately upon its final passage and adoption.

**PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014.**

**FIRST READING:** \_\_\_\_\_

**ADVERTISED:** \_\_\_\_\_

**SECOND READING:** \_\_\_\_\_

\_\_\_\_\_  
**JOHN C. MASIARCZYK SR., MAYOR**

**ATTEST:**

\_\_\_\_\_  
**JOYCE RAFTERY, CITY CLERK**

Approved as to form and legality for use  
and reliance by the City of Deltona, Florida

\_\_\_\_\_  
**GRETCHEN R. H. VOSE, CITY ATTORNEY**



## AGENDA MEMO

**TO:** Mayor & City Commission                      **AGENDA DATE:** 7/21/2014  
**FROM:** William D. Denny, City Manager            **AGENDA ITEM:** 8 - C  
**SUBJECT:** Public Hearing - Ordinance No. 12-2014, regarding anti-blight, at second and final reading.

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**LOCATION:**

N/A

**BACKGROUND:**

This proposed ordinance would require mortgagees to register properties in default/foreclosure with the city. It would require mortgagees (only ones that have the contractual right to enter onto the mortgaged property to secure and repair the property upon default by the property owner - which includes most institutional mortgagees), to actually maintain the property during a mortgage foreclosure if the property is either abandoned or is in disrepair. As part of the registration process, a mortgagee is required to designate a property maintenance company to monitor the property being foreclosed, and maintain and repair the property if it is abandoned or falls into disrepair. If the mortgagee does not comply with the ordinance, the Special Master can assess a fine against the mortgagee not to exceed \$250. Every day of non-compliance is a separate offense. A certified copy of an order imposing fines can be recorded and constitutes a lien upon any real or personal property owned by the mortgagee in violation.

A Workshop was held on Monday, June 23, 2014 to discuss this ordinance.

At the meeting on July 7, 2014, two changes were made: i) increase the number of days a tarp can be on a roof or boards on a window or door from 30 to 60 before a building is deemed to be blighted; and ii) added the requirement that the City Attorney review proper documentation before determining that water can be turned on for an owner who is not listed on the property appraiser's website as the owner.

**ORIGINATING DEPARTMENT:**

City Attorney's Office

<b>SOURCE OF FUNDS:</b>	N/A
<b>COST:</b>	N/A
<b>REVIEWED BY:</b>	City Attorney, City Manager
<b>STAFF RECOMMENDATION PRESENTED BY:</b>	Becky Vose, City Attorney – To adopt Ordinance No. 12-2014 at second and final reading.
<b>POTENTIAL MOTION:</b>	“I move that the City Commission adopt Ordinance No. 12-2014 at second and final reading.”
<b>AGENDA ITEM APPROVED BY:</b>	<hr/> William D. Denny, City Manager
<b>ATTACHMENTS:</b>	<ul style="list-style-type: none"> <li>• Ordinance No. 12-2014</li> </ul>

**ORDINANCE NO. 12– 2014**

**AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, ADDING A NEW CHAPTER 37, “DELTONA ANTI-BLIGHT ORDINANCE”; PROVIDING AUTHORITY, PURPOSE, INTENT, FINDINGS, AND DEFINITIONS; REQUIRING REGISTRATION OF DISTRESSED PROPERTIES, MAINTENANCE AND SECURITY; REQUIRING FULL UTILITIES FOR OCCUPANCY; DECLARING A PUBLIC NUISANCE; PROVIDING FOR A CIVIL FINE; PROVIDING FOR NO CONTINUING OBLIGATION OR LIABILITY ON CITY; PROVIDING PENALTY FOR OBSTRUCTING AN ENFORCEMENT OFFICER; PROVIDING IMMUNITY FOR ENFORCEMENT OFFICER; PROVIDING FOR ISSUANCE OF BUILDING PERMITS; AND PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND FOR AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA:**

**SECTION 1.** Chapter 37, “Deltona Anti-Blight Ordinance,” is added to the Code of Ordinances of the City of Deltona to read as follows:

Sec. 37-1. Short title

This article shall be known and may be cited as the "Deltona Anti-Blight Ordinance".

Sec. 36-2. Authority

This ordinance is enacted under the city’s home rule powers under Florida Statutes, Chapter 166, and is supplemental and cumulative to the city’s powers under Florida Statutes, Chapter 162. The city’s special magistrate shall have the power to adjudicate matters under this ordinance.

Sec. 37-3. Purpose, intent and finding

It is the purpose and intent of this ordinance to establish a process to address the deterioration and blight of city neighborhoods caused by an increasing amount of abandoned, foreclosed or distressed real property located within the city, and to identify, regulate, limit and reduce the number of abandoned properties located within the city. It is the city's further intent to establish a registration program as a mechanism to protect neighborhoods from becoming blighted due to the lack of adequate maintenance and security of abandoned and foreclosed properties. The

city finds that mortgagees that have liens on real property situated in the city own significant equitable property interests in the city, and there is a reasonable relationship (rational nexus) between certain actions of such mortgagees and the welfare of the city and its residents.

#### Sec. 37-4. Definitions

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

*Applicable codes* includes, but is not be limited to, the city's land use regulations, the city's Code of Ordinances ("City Code"), the Florida Building Code, and the International Property Maintenance Code.

*Blighted property* means:

- (1) Properties that have broken or severely damaged windows, doors, walls, or roofs which create hazardous conditions and encourage trespassing; or
- (2) Properties that are accessible through a comprised/breached gate, fence, wall, window, door, etc. or a structure that is unsecured and/or breached in such a way as to allow access to the interior space by unauthorized persons; or
- (3) Properties cited for a public nuisance pursuant to the City Code; or
- (4) Properties that endanger the public's health, safety, or welfare because the properties or improvements thereon are dilapidated, deteriorated, or violate minimum health and safety standards or lack maintenance as required by the applicable codes;
- (5) Properties that are inhabited, but do not have active water and electric service accounts through local utility service providers; or
- (6) Properties that have roof tarps or boarded windows or doors for a period in excess of sixty (60) days.

*Distressed real property* means any real property located in the city that i) has had a lis pendens filed against it by the mortgagee or is subject to an ongoing foreclosure action by the mortgagee, or the mortgage has been declared to be in default; or ii) is subject to an application for a tax deed or pending tax assessor's lien sale; or iii) has been transferred to the mortgagee under a deed in lieu of foreclosure; or iv) has been the subject of a foreclosure sale where title is retained by the mortgagee or related party. The designation of a property as "distressed" shall remain in place until such time as the property has been sold or transferred to a new owner, and any foreclosure action has been dismissed and the borrower

is no longer in default. Until the mortgage or lien on the property in question is satisfied, or legally discharged, and the mortgagee is no longer pursuing foreclosure, the filing of a dismissal of lis pendens and/or summary final judgment and/or certificate of title, voluntary or otherwise, does not exempt any mortgagee, or lien holder who initiated foreclosure proceedings, from all the requirements of this article as long as the borrower is in default.

*Enforcement officer* means any law enforcement officer, building official, zoning inspector, code enforcement officer, fire inspector or building inspector, or other person authorized by the city to enforce the applicable codes.

*Evidence of vacancy* means any condition, on its own or combined with other conditions present, which would lead a reasonable person to believe the property is vacant. Such conditions may include, but are not limited to lack of habitation by persons, uncollected mail, lack of furniture, lack of cars in the driveway, accumulation of newspapers, circulars, flyers or notices on the property, and/or lack of active water and/or electric service.

*Mortgagee* means any person or entity that has a lien on real property that has the contractual right, upon the mortgagor's failure to perform the covenants and agreements contained in security instruments and/or promissory note, to enter upon such real property to secure and repair such property.

*Mortgage servicer* means a company to which borrowers pay their mortgage loan payments and which performs other services in connection with mortgages and mortgage-backed securities. Under this ordinance, a mortgage servicer as to a particular mortgage is jointly and severally liable to perform the duties of, and be subject to the liabilities of, a mortgagee as to that particular mortgage.

*Property management company* means a property manager, property maintenance company or similar entity responsible for the maintenance of distressed real property which is located within Volusia County or within 35 miles from the closest city limit of the City of Deltona.

*Temporary emergency security measures* mean the boarding of windows and/or doors, to temporarily secure a property pending the permanent repair of the property, which temporary measures shall not remain in place for longer than thirty (30) days.

*Vacant* means any building or structure that is not legally occupied.

#### Sec. 37-5. Establishment of a registry

Pursuant to the provisions of the following section, the city shall establish a registry cataloging each distressed property within the city, containing the information required by this ordinance.

## Sec. 37-6. Registration of distressed real property

(a) Any mortgagee as to any distressed real property located within the City of Deltona shall, within ten (10) days of the property becoming distressed, as defined herein, perform an exterior inspection of the distressed real property. The mortgagee shall also, no later than ten (10) days after the exterior inspection, or ten (10) days after filing any foreclosure documents in circuit court, whichever comes first, register the property with city code enforcement, or its designee, in the manner designated by resolution by the city, and indicate whether the property has evidence of vacancy or is blighted, all as provided herein.

(b) Mortgagees that have pending foreclosure actions, or are mortgagees or owners of distressed real property, at the time of the adoption of this ordinance shall register that property within thirty (30) days of being noticed by the city, or its designee, of the requirements under this ordinance. A separate registration is required for each property.

(c) As to each distressed property that is either blighted or shows evidence of vacancy, the mortgagee shall have the duty to designate a property management company as defined herein to ensure compliance with the maintenance and security requirements as provided hereunder.

(d) As to each distressed property that is not blighted and is occupied, the mortgagee shall have the duty to designate a property management company to ensure compliance with the maintenance and security requirements as provided hereunder in the event the distressed property becomes either blighted or shows evidence of vacancy.

(e) If the distressed real property is occupied, but the mortgage thereon remains in default, the mortgagee's designated property management company shall conduct an exterior inspection of the property no less often than once per month until either (i) the mortgagor or other party remedies the default and the mortgage foreclosure action is dismissed, or (ii) it is found to be vacant or shows evidence of vacancy at which time it is deemed abandoned. Once the property is deemed abandoned, the mortgagee shall, within ten (10) days of that determination, update the property registration with the city to a vacancy status on forms provided by the city, and thereafter its designated property management company shall ensure compliance with the maintenance and security requirements as provided hereunder.

(c) Registration pursuant to this section shall contain the name of the mortgagee and mortgage servicer, the direct mailing address of the mortgagee and mortgage servicer, a direct contact name and telephone number for the mortgagee and the mortgage servicer, facsimile number and e-mail address for mortgagee and mortgage servicer, the folio or tax I.D. number of the property, and the name and

24-hour contact phone number of the property management company designated by the mortgagee and/or mortgage servicer.

(d) A non-refundable annual registration fee in an amount set by resolution of the city commission, shall accompany the registration form. Such fee shall be determined to generate revenue commensurate with the cost of the regulatory activity.

(e) Properties subject to this section shall remain under the annual registration requirement, and the inspection, security and maintenance standards of this section as long as they remain distressed properties, blighted properties, or are vacant.

(f) Any person or legal entity that has registered a property under this section must report any change of information contained in the registration within ten (10) days of the change.

(g) Failure of the mortgagee to properly register or to modify the registration form from time to time to reflect a change of circumstances as required by this article is a violation of the article and shall be subject to enforcement.

#### Sec. 37-7. Maintenance requirements

Properties subject to this chapter shall be maintained to the following standards and in full compliance with all applicable codes:

(a) kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspapers, circulars, flyers, notices, except those required by federal, state or local law, discarded personal items including, but not limited to, furniture, clothing, large and small appliances, printed material or any other items that give the appearance that the property is abandoned;

(b) kept free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure;

(c) front, side, and rear yards, including landscaping, maintained in accordance with the applicable codes;

(d) cut grass or ground covering, and trim bushes, shrubs, hedges or similar plantings with removal of all trimmings;

(e) pools and spas maintained so the water remains free and clear of pollutants and debris and shall comply with the regulations set forth in the applicable codes.

#### Sec. 37-8. Security requirements

(a) Properties subject to these sections shall be maintained in a secure manner so as not to be accessible to unauthorized persons.

(b) A "secure manner" shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child or adult to access the interior of the property or structure. Broken windows, doors, gates and other openings of such size that may allow a child or adult to access the interior of the property or structure must be repaired. Broken windows shall be secured by re-glazing of the windows, and broken or damaged doors shall be secured by newly installed doors. Boarding of windows and/or doors shall not be permitted except as temporary emergency security measures.

(c) If a distressed property shows evidence of vacancy, or the property is blighted, the property manager designated by the mortgagee shall perform the work necessary to bring the property into compliance with the applicable codes, and the property manager must perform regular exterior inspections, no less often than every thirty (30) days, to verify compliance with the requirements of this article, and any other applicable laws.

#### Sec. 37-9. Full utilities required for occupancy

No person(s) shall occupy any property in the city unless such property is properly and legally serviced by both electricity and water, (with electricity and water turned on), provided to the specific location by the utility provider in the area. If a property legally receives its water from a well located on the property, water service through a utility company is not required. If a property legally receives sufficient power to power the entire property through solar devices, electric service through a utility company is not required. If any person is found to be occupying any property in violation of this section, the special magistrate shall enter an order providing for the removal of all persons occupying such property.

#### Sec. 37-10. Public nuisance

All blighted and distressed real properties are hereby declared to be public nuisances, the abatement of which pursuant to the police power is hereby declared to be necessary for the health, welfare and safety of the residents of the city.

#### Sec. 37-11. Civil fine

The mortgagee of a distressed property shall be liable for a civil fine of not to exceed \$250 for failure to comply with the terms of this ordinance, such civil fine to be imposed by the city's special magistrate. Each day that the mortgagee fails to comply with the terms of this ordinance shall constitute a separate violation. In addition, if the mortgagee fails to comply with the maintenance and/or security requirements hereunder, the city may, but shall not be required, to take actions to

fulfil those requirements, and the special magistrate shall assess an additional civil fine against the mortgagee equal to the costs of such actions by the city to include a \$200 administration fee. The city's special magistrate shall enter an order assessing fines as provided herein. A certified copy of an order imposing such fine may be recorded in the public records and thereafter shall constitute a lien upon any real or personal property owned by the mortgagee in violation.

Sec. 37-12. No continuing obligation or liability on city

In the event the city takes actions to fulfill the maintenance and/or security requirements hereunder, such action shall not create a continuing obligation on the part of the city to make further repairs or to maintain the property, and shall not create any liability against the city for any damages to the property if such actions were taken in good faith.

Sec. 37-13. Opposing, obstructing enforcement officer; penalty

Whoever opposes, obstructs or resists any enforcement officer or any person authorized by the enforcement officer in the discharge of duties as provided in this chapter shall be punishable as provided in the applicable codes or by a court of competent jurisdiction.

Sec. 37-14. Immunity of enforcement officer

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

Sec. 37-15. Mortgagee allowed to apply for and obtain building permits

Mortgagees and mortgage servicers utilizing the services of properly licensed contractors shall be permitted to apply for and obtain building permits to carry out the requirements under this ordinance.

**SECTION 2. CONFLICTS.** All Ordinances or parts of Ordinances insofar as they are inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of any conflict.

**SECTION 3. CODIFICATION.** The provisions of this Ordinance shall be codified as and become and be made a part of the Code of Ordinances of the City of Deltona. The sections of this Ordinance may be renumbered or relettered to accomplish such intention.

**SECTION 4. SEVERABILITY.** In the event that any portion or section of this Ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Ordinance which shall remain in full force and effect.

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall take effect immediately upon its final passage and adoption.

**PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014.**

**FIRST READING:** \_\_\_\_\_

**ADVERTISED:** \_\_\_\_\_

**SECOND READING:** \_\_\_\_\_

\_\_\_\_\_  
**JOHN C. MASIARCZYK SR., MAYOR**

**ATTEST:**

\_\_\_\_\_  
**JOYCE RAFTERY, CITY CLERK**

Approved as to form and legality for use  
and reliance by the City of Deltona, Florida

\_\_\_\_\_  
**GRETCHEN R. H. VOSE, CITY ATTORNEY**



## AGENDA MEMO

**TO:** Mayor & City Commission                      **AGENDA DATE:** 7/21/2014  
**FROM:** William D. Denny, City Manager              **AGENDA ITEM:** 8 - D  
**SUBJECT:** Public Hearing - Ordinance No. 18-2014, regarding unfit and unsafe structures,  
at second and final reading.

**LOCATION:**

N/A

**BACKGROUND:**

This ordinance sets forth all the procedures for the city to demolish unfit and unsafe structures within the city and assess the costs as a lien on the property that can also be collected through non-ad valorem tax procedures.

A Workshop was held on Monday, June 23, 2014 to discuss this ordinance.

At the meeting on July 7, 2014, a change was made to increase the time to put grass on a lot after demolition to 30 days. In addition, the City Attorney made a change as requested by Nick Sassic to address the issue of abatement of lead paint in the event of a demolition. That change was added as section 18-103(f).

**ORIGINATING DEPARTMENT:**

City Attorney's Office

**SOURCE OF FUNDS:**

N/A

**COST:**

N/A

**REVIEWED BY:**

City Attorney, City Manager

**STAFF RECOMMENDATION PRESENTED BY:**

Becky Vose, City Attorney – To adopt Ordinance No. 18-2014 at second and final reading.

**POTENTIAL MOTION:**

“I move that the City Commission adopt Ordinance No. 18-2014 at second and final reading.”

**AGENDA ITEM**

**APPROVED BY:**

---

William D. Denny, City Manager

**ATTACHMENTS:**

- Ordinance No. 18-2014

**ORDINANCE NO. 18-2014**

**AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, ADOPTING A NEW ARTICLE IV, "UNFIT AND UNSAFE STRUCTURES", OF CHAPTER 18, "BUILDINGS AND BUILDING REGULATIONS", PROVIDING FOR THE HANDLING OF UNFIT OR UNSAFE STRUCTURES, AND THE PROCEDURES TO DEMOLISH, REMOVE, SECURE, ETC. SUCH STRUCTURES; PROVIDING FOR NOTICES, ASSESSMENT OF COSTS, LIENS, EMERGENCY CONDEMNATIONS, APPEALS AND NON-AD VALOREM ASSESSMENTS; AND PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND FOR AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA:**

**SECTION 1:** A new Article IV, "Unfit and Unsafe Structures", of Chapter 18, "Buildings and Building Regulations," of the Code of Ordinances of the City of Deltona is hereby adopted to read as follows:

**ARTICLE IV –UNFIT AND UNSAFE STRUCTURES**

**Sec. 18-101. Unfit or unsafe structures**

When any structure in the City is found to be unfit or unsafe by the building official, the building official shall require the repair, securing, demolition or removal thereof. In this ordinance, the term "structure" includes all buildings, dwellings, accessory structures, pools and spas, and any part or portion thereof. A structure shall be deemed unfit or unsafe when any part of it, by reason of inadequate maintenance, acts of God, fire, age, decay, filth, deterioration, structural defects, improper design, unstable foundation, mold, termites, affording the opportunity of being a nuisance to the public or a haven for vagrants or criminals, or other causes, shall be dangerous to the occupants thereof, or to surrounding buildings and the occupants thereof, a menace to public health, a fire hazard, or so unsafe as to endanger life or property, or render the use of the public streets dangerous.

**Sec. 18-102. Notice of violation; notice of condemnation/order to demolish**

When the building official verifies that a structure is unfit or unsafe, the building official shall determine the owner of record of the real estate upon which the structure is located as set forth on the records of the Volusia County Property Appraiser, and shall provide an initial notice of violation by First Class U.S. Mail, postage paid, to such owner of record at the address listed for such owner on the records of the

Volusia County Property Appraiser, and post such notice on the property. The initial notice of violation shall state the requirements to secure or repair, and/or an initial notice of condemnation/order to demolish requiring demolition and removal.

Sec. 18-103. Authority to order demolition, removal, securing, etc.

(a) If the conditions identified in the notice are not remedied within the time set forth in the notice, the building official shall order the vacation, demolition, removal or securing of the structure. Notice of the order shall be provided to the interested parties as set forth in section 18-105.

(b) When a structure is required to be secured, open windows and doors shall be secured with exterior plywood and suitably coated with an appropriate neutral color blending with or harmonizing with the exterior colors of the building so as to be as inconspicuous as possible. When securing with exterior plywood is not possible because existing structural damage or design features will not support a sound, secure application of plywood or for any other reason, the building official shall order securing against access and shall specify the method and materials to be installed. Pools and spas must be secured in a manner so as to eliminate any drowning or infection hazard, or must be filled completely with clean fill dirt or sand and adequate drainage provided so that water is not retained, does not accumulate, and does not pond.

(c) If the owner or other parties in interest do not repair, restore, demolish, secure or replace such part or parts of such structure within the specified time or such other reasonable time fixed in such order, the building official may order vacation of the premises and proceed to remedy the conditions. If the building official verifies the existence of a rodent infestation in any structure that is to be demolished and removed, in order to preclude the migration of rodents, the building official shall require that the owner or person in charge carry out effective rodent extermination methods by a licensed structural pest control operator prior to demolition. Extermination techniques shall include ectoparasite control measures.

(d) Prior to the demolition of any structure, a determination of the presence of asbestos in the structure shall be made by a properly licensed asbestos contractor. In the event asbestos is present in any structure to be demolished, such demolition shall proceed in a manner in full compliance with all applicable laws and under the supervision of a properly licensed asbestos abatement contractor.

(e) Prior to the demolition of any structure, a determination of the presence of mold in the structure shall be made by a properly licensed mold contractor. In the event mold is present in any structure to be demolished, such demolition shall proceed in a manner in full compliance with all applicable laws and under the supervision of a properly licensed mold abatement contractor.

(f) All unfit or unsafe structures which have been secured as a result of a notice of violation shall be subject to inspection and the owner of the structure shall be assessed a fee for each and every such inspection. For the purpose of ensuring that the vacant and unfit or unsafe structure is locked and/or secured, inspections will be conducted at thirty (30) day intervals and the following fee collected in the manner provided by this ordinance for each and every inspection conducted.

(1) Residential, commercial, institutional and industrial structures, per structure: \$50.00.

(2) Other structures (detached garages, accessory buildings, etc.), per structure: \$25.00.

#### Sec. 18-104. Condition of lot after demolition

A lot from which a structure is demolished shall be properly filled, graded and seeded with grass seed or sodded within thirty (30) days of the date of completion of the demolition.

#### Sec. 18-105. Manner of serving notice; interested parties

(a) For the purpose of providing notice, interested parties shall be the owner of the property as shown on the records of the Volusia County Property Appraiser, and the tenant or occupant of the property, if any can be determined, as well as other persons of record interest, which may include the mortgagee, contract purchaser (if known), agent with power of attorney (if known), and any person claiming an interest under a *lis pendens*.

(b) Ten (10) days or more prior to the demolition or securing of any unfit or unsafe structure, the notice of condemnation/order to demolish shall be posted on the front of the property and shall be delivered to the interested parties either:

(1) By personally delivering a copy thereof to the party to be notified;

(2) By leaving a copy at such person's usual place of residence with some person of the household above 15 years of age and informing such person of the contents thereof; or

(3) By either registered or certified United States mail with return receipt requested, with a copy of such notice also sent by First Class U.S. Mail, postage paid.

If the name of any interested party or their place of residence or their post office address cannot be ascertained after diligent search, or in the event a notice sent by either registered or certified mail shall be returned undelivered, and such interested party has not otherwise indicated (in writing or verbally) that such interested party is

aware of the content of the notice, notice shall be given by publishing a copy thereof one time in a newspaper of general circulation in Volusia County as set forth in subsection (d) of this section.

(c) A copy of such notice and order shall be posted in a conspicuous place at City Hall and upon the subject structure.

(d) If needed, publication notice shall be substantially in one of the following forms:

#### Notice of Intent to Secure and Inspect

The owner and other interested parties having failed to either repair and/or secure the structure at (address) as ordered by the City of Deltona are hereby notified that the City of Deltona will proceed to have the structure secured on or after (date) and a lien will be placed against the property to recover all costs.

If, as result of this notice, the structure is secured, notice is hereby given that the structure may be inspected on a monthly basis by the City of Deltona, a fee charged for that inspection, and a lien placed against the property for such fees.

To appeal this notice, interested parties must follow the procedure in section 18-108, of the Deltona City Code. Interested parties may contact (contact person, address, and phone number) for information."

or

#### Notice of Intent to Demolish

The owner and other interested parties having failed to demolish and remove the structure (address) as ordered by the City of Deltona are hereby notified that the City of Deltona will proceed to have the structure demolished and removed on or after (date), and a lien will be placed against the property to cover all costs.

To appeal this notice, interested parties must follow the procedure set forth in section 108 of the Deltona City Code. Interested parties may contact the (contact person, address, and phone number) for information."

(e) If the interested parties have obtained a building or demolition permit within the specified period and in good faith and in due time have begun work to comply with the order, but it appears that they will not be able to complete the work by the date ordered, they may file a written request to the building official stating the reasons they have been unable to fully comply, and if reasonable grounds are shown therefor, the building official is authorized to issue extensions in writing not to exceed a total of sixty (60) days in which to fully comply with the original order.

(f) In exceptional cases, the building official may approve an additional thirty (30) days extension upon written request if the party shows special hardship, unusual difficulty or unique problems. Requests for this extension shall be made either in person or by certified mail, return receipt requested, to the building official.

Sec. 18-106. Action on failure to comply

In the event that the owner or other interested parties shall fail to comply with any order issued under this ordinance within the time therein fixed, the City, acting through the building official, is authorized to demolish, remove or secure, either with City forces or by independent contractor, submitting the lowest and best bid, any such structure.

Sec. 18-107. Assessment of cost of demolition, etc.; lien on property

(a) Upon expiration of the appeal period with no appeal having been taken, or upon expiration of a thirty (30) day period following the denial of an appeal, or following an emergency demolition authorized and conducted in accordance with section 18-110, the building official, after proceeding under this ordinance, shall report the abatement of the nuisance by the City; and the City Council shall assess the entire cost of such demolition, removal or securing against the real property upon which such cost was incurred. The costs which may be assessed include the cost of rodent extermination, mold abatement, and asbestos abatement where employed, an administrative fee of \$200, plus postal expenses, newspaper publication fees and other costs reasonably and necessarily incurred by the City, and attorney's fees and costs. Such costs when assessed and when recorded in the public records of Volusia County as provided in subsection (c) below, shall constitute a lien upon such property superior to all others except taxes.

(b) In those instances where the owner has repaired, secured or demolished a structure or caused such work to be done as the result of having received notice from the City ordering such repair work, demolition or securing, all costs described in subsection (a) of this section reasonably and necessarily incurred by the City shall be assessed against the property and shall constitute a lien upon such property superior to all others except taxes.

(c) The City shall record a notice of lien in the public records of the county. The notice of lien shall show the nature of such lien, the amount thereof, the names of persons having an ownership or other property interest of record and an accurate legal description of the property, which lien shall date from the date of recording of the notice of lien. Such lien shall bear interest from such date at the rate established by the comptroller of the State of Florida pursuant to Florida Statutes, Section 55.03, and shall be enforceable if unsatisfied, after the expiration of one month from the date of recording such notice of lien, as other liens may be enforced by the City.

(d) Failure to affect personal notice on an interested party shall not prevent the City from performing the demolition or securing the property, or attaching a lien on the property.

#### Sec. 18-108. Appeal procedure

(a) Appeals may be taken from an order, a notice of condemnation/order to demolish, or notice of violation/order for securing a structure issued pursuant to this ordinance by an interested party who has been aggrieved, except in emergency cases as set forth in section 18-110. As used in this ordinance, "interested party" means a person who possesses a present legal right of present or future enjoyment of the property by virtue of a deed, other instrument of title, mortgage, fully executed contract for purchase, lien on or estate in the property, judgment of court, being a named beneficiary entitled to an interest in the property under a will or trust of a deceased owner, or the legal spouse of the property owner. Such party is afforded a right of hearing before the City special magistrate. A written request for such hearing filed with the city special magistrate's clerk within ten (10) days of service of the notice of violation/order for securing, or the posting or publication (if required) of the notice or notice of condemnation/order to demolish, whichever is later. A cashier's check payable to the City of Deltona, in the amount of \$100.00, to cover the special magistrate's fee at the time of the request for a hearing is made. Said deposit will be used to pay the special magistrate should such party be declared the losing party. If the special magistrate's fee exceed the deposit, the losing party will be responsible for any and all additional fees. If the city fails to prevail the deposit will be returned within 30 days of the special magistrate's ruling.

(b) A notice of the appeal hearing before the City special magistrate shall be served by First Class U.S. Mail, postage paid, upon the appealing party no less than ten (10) days prior to the date of the hearing. In the event the findings of the special magistrate sustain the building official, the Special magistrate may set a new deadline date for compliance, or authorize the building official to proceed to take the code action that was appealed, or demolish and remove the structure and report the cost to the City Council.

(c) In any hearing before the special magistrate, formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings. Irrelevant, immaterial, or unduly repetitious evidence shall be excluded. All other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible whether or not such evidence would be admissible in a trial in the courts of the State of Florida. Each party shall have the right to be represented by counsel, to call and examine witnesses under oath, to introduce documentary evidence or exhibits, to cross-examine opposing witnesses on any relevant matter even though the matter was not covered under direct examination, to impeach any witness regardless of which party first called him or her to testify, and to submit rebuttal evidence.

(d) The burden of proof by a preponderance of the evidence is upon the City to show that the structure is unfit or unsafe as defined in this chapter. At the hearing, the special magistrate, shall affirm, modify, or reverse the findings of the building official that the structure is unfit or unsafe as defined in this chapter. If the special magistrate agrees with the determination of the building official, he or she shall enter a final order approving the code action or demolition.

(e) Any person aggrieved by the decision of the special magistrate may seek judicial review in accordance with the laws of the State of Florida or other applicable law.

(f) An interested party appearing before the special magistrate may appear in person or through legal counsel.

#### Sec. 18-109. Reports of unsafe dwellings or structures

Any person, including City employees, may make reports to the building official concerning dwellings or structures which appear to be unfit or unsafe. The building official is authorized to utilize the services of private engineers, architects or other professionals in order to determine the condition of the structure in question and such costs shall be assessed in the same manner as provided for in section 18-107.

#### Sec. 18-110. Emergency condemnations, authority to take action; lien on property

(a) In cases where there is imminent peril to the public safety or general welfare or immediate danger to the life or safety of any person, or where the public is endangered by weather conditions, fire, other natural disasters or the particular location of the subject property, and in instances in which unless an unfit or unsafe structure is immediately repaired, demolished, or removed, the building official shall promptly cause such structure to be made safe or removed. For this purpose the ~~code~~ building official may at once enter such a structure or land on which it stands, or abutting land or structures, to perform an inspection with such assistance and at such cost as may be deemed necessary.

(b) Upon inspection, the building official shall determine whether or not the structure requires immediate emergency demolition in order to maintain the safety and welfare of the owner, tenants, or public. A written report will document results of these inspections. Exterior and interior photographs of the building, structure, or portion thereof will be taken when feasible.

(c) The building official may order the vacation of adjacent structures and may require the protection of the public by appropriate fencing or such other means as may be necessary, and for this purpose may close any public or private right of way.

(d) If the building official determines there is sufficient time prior to demolition, a notice of intent to demolish will be provided to interested parties via priority mail, courier delivery, or telephone, (if the phone numbers of interested parties are readily

ascertainable by the building official), informing him/her/them of the emergency demolition. This notification must state the findings of the building official documenting cause for demolition or removal. Where the owner or other interested party fails to take immediate corrective action as ordered by the building official, the building official shall have the authority to promptly proceed with the abatement of the unsafe structure in accordance with this ordinance. Failure to give personal notice upon the individual owner or interested parties shall not prevent the City from performing the emergency demolition or removal and assessing a lien on the property. All costs incurred in the evaluation, vacation, securing and emergency demolition are the responsibility of the property owner, shall be reported to City Council, and the Council shall place a lien on the property as set forth in section 18-107.

Sec. 18-111. Appeal and hearing of notice of emergency condemnation/order to demolish

(a) Appeals may be taken by any interested party of a notice of emergency condemnation/order to demolish only in cases where the structure has not been secured or demolished. Such interested party is afforded a right of hearing before the city special magistrate. A written request for such hearing filed with the city special magistrate's clerk within five (5) days of receipt of actual or constructive notice of the emergency condemnation/order to demolish. A cashier's check payable to the City of Deltona, in the amount of \$100.00, to cover the special magistrate's fee at the time of the request for a hearing is made. Said deposit will be used to pay the special magistrate should such party be declared the losing party. If the special magistrate's fee exceed the deposit, the losing party will be responsible for any and all additional fees. If the city fails to prevail the deposit will be returned within 30 days of the special magistrate's ruling. The written request shall include the cell phone number of the applicant.

(b) The hearing will be scheduled as soon as possible after receipt of the appeal. Notice of the public hearing of the appeal of emergency cases shall be given by telephone notice to the appellant if possible and by posting a copy of the special magistrate's agenda or a good and sufficient notice of such hearing in City Hall for at least two days prior thereto. Notice will be mailed by First Class U.S. Mail, postage paid, to interested parties at least two days prior thereto. Failure to give personal notice to an interested party shall not prevent the City from performing the emergency demolition or removal and assessment of a lien on the property as set forth in section 18-107.

Sec. 18-112. Alternative method of collection – non ad valorem assessment

The City of Deltona, in its entirety, is hereby declared a special-assessment district for the purposes of abating and remedying unfit and unsafe structures. The City Council is authorized to levy a non-ad valorem assessment against any property in the City on which there has been a lien created under section 18-107 in the full amount of

such lien. Such non-ad valorem assessment shall be included in the combined notice for ad-valorem assessments as provided in Florida Statutes, Section 197.3635, and shall be subject to all provisions of such state statute.

Sec. 18-113. Penalty.

In the event the owner, agent or occupant fails to comply with the written notice or order of the building official or the special magistrate, the owner, agent and/or occupant shall be in violation of this article.

**SECTION 2. CONFLICTS.** All Ordinances or parts of Ordinances insofar as they are inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of any conflict.

**SECTION 3. CODIFICATION.** The provisions of this Ordinance shall be codified as and become and be made a part of the Code of Ordinances of the City of Deltona. The sections of this Ordinance may be renumbered or relettered to accomplish such intention.

**SECTION 4. SEVERABILITY.** In the event that any portion or section of this Ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Ordinance on which shall remain in full force and effect.

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall take effect immediately upon its final passage and adoption.

**PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014.**

**FIRST READING:** \_\_\_\_\_

**ADVERTISED:** \_\_\_\_\_

**SECOND READING:** \_\_\_\_\_

\_\_\_\_\_  
**JOHN C. MASIARCZYK SR., MAYOR**

**ATTEST:**  
\_\_\_\_\_

**JOYCE RAFTERY, CITY CLERK**

Approved as to form and legality for use  
and reliance by the City of Deltona, Florida

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**GRETCHEN R. H. VOSE, CITY ATTORNEY**



## AGENDA MEMO

**TO:** Mayor & City Commission                      **AGENDA DATE:** 7/21/2014  
**FROM:** William D. Denny, City Manager            **AGENDA ITEM:** 9 - A  
**SUBJECT:** Request for approval of 2014-2015 Law Enforcement Services Agreement.

**LOCATION:**

N/A

**BACKGROUND:**

This Amendment is to authorize the County of Volusia to continue to provide law enforcement services and equipment to the City of Deltona for fiscal year 2014-2015, for the sum of \$9,855,726.00. The amended price allows for an increase of \$260,768.00 or 2.72% from the current 2013-2014 fiscal year's cost of \$9,594,958.00.

The Agreement continues to provide the City of Deltona with 76 sworn personnel inclusive of supervisors as full staffing, and three (3) unsworn office workers.

**ORIGINATING DEPARTMENT:**

City Manager's Office

**SOURCE OF FUNDS:**

General Fund

**COST:**

N/A

**REVIEWED BY:**

City Attorney, Finance Director

**STAFF RECOMMENDATION PRESENTED BY:**

William D. Denny, City Manager - To consider authorization for the Mayor and City Manager to execute the Law Enforcement Services Agreement for fiscal year 2014-2015, at a cost of \$9,855,726.00.

**POTENTIAL MOTION:**

"I move to authorize the Mayor and City Manager to execute the Law Enforcement Services Agreement for fiscal year 2014-2015 in the amount of \$9,855,726.00."

**AGENDA ITEM  
APPROVED BY:**

---

William D. Denny, City Manager

**ATTACHMENTS:**

- Amendment to Aggrement
- 2013/2014 First Amendment
- Original Agreement

**SECOND AMENDMENT TO  
COUNTY OF VOLUSIA STANDARD INTERLOCAL AGREEMENT FOR  
PROVISION OF LAW ENFORCEMENT SERVICES TO THE  
CITY OF DELTONA, FLORIDA**

**WHEREAS**, the County of Volusia, hereinafter referenced as COUNTY, and the City of Deltona, hereinafter referenced as CITY, are parties to the *Interlocal Agreement For Provision of Law Enforcement Services To The City of Deltona, Florida*, with the effective date for the initial year of the 1<sup>st</sup> day of October, 2012 (hereinafter referenced as Interlocal Agreement), and

**WHEREAS**, the Interlocal Agreement provides for modification of the annual compensation rate;

**NOW THEREFORE**, it is agreed between the County of Volusia and the City of Deltona to amend the aforescribed Interlocal Agreement by modifying Section 13. COMPENSATION and LEVEL OF SERVICE, so that the section shall read as follows:

**13. COMPENSATION and LEVEL OF SERVICE.** CITY shall pay COUNTY the sum of NINE MILLION, EIGHT HUNDRED FIFTY-FIVE THOUSAND SEVEN HUNDRED TWENTY-SIX AND NO ONE-HUNDREDTHS (\$9,855,726.00) DOLLARS for the foregoing law enforcement services for **FY14-15**, in accordance with CITY's adopted budget for said services.

COUNTY agrees to provide the personnel and equipment at the level of service reflected herein. Should the CITY desire that the COUNTY provide services either different in kind, or at a higher staffing level than that contemplated herein, the City Manager shall have the authority to negotiate with the COUNTY regarding modification of the Agreement and shall bring any modification to which the COUNTY agrees to the City Commission for appropriate action. During a fiscal year any request for modification of service levels which are not deemed material under Article 24 shall be in writing to the Sheriff and in accordance with the notification requirements of Article 26. Should a request come within the parameters of Article 24, which Article shall be controlling.

COUNTY shall draw down funds from the CITY on a quarterly basis for service provided hereunder. Upon completion of the contract year, the COUNTY shall reconcile actual costs against the compensation set forth in this Section 13

and remit to CITY any monies paid by CITY in excess of actual costs incurred by COUNTY no later than **December 31, 2015**, or COUNTY shall invoice the CITY for the difference between actual costs incurred by the COUNTY and the compensation set forth in this Section 13 and CITY shall pay the same to the COUNTY no later than **December 31, 2015**. The CITY pledges any legally available non-ad valorem taxes to pay any deficit in compensation to the COUNTY for services rendered to the CITY under this Agreement and agrees to pay any such deficit from such funds even in the event of termination of this Agreement.

The Interlocal Agreement is further extended for an additional year until September 30, 2015, and may be renewed or modified in accordance with Article 21 of the Interlocal Agreement, except that written application for renewal to the COUNTY and Sheriff, as contemplated in Article 21, shall be provided no later than July 31, 2015.

This Amendment is incorporated into the Interlocal Agreement as if fully set forth therein. Except as provided above, all other terms and conditions of the Interlocal Agreement shall remain unchanged and in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this Amendment and the Interlocal Agreement, the provisions of this Amendment shall govern and control.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the parties to this Second Amendment to County of Volusia Standard Interlocal Agreement for Provision of Law Enforcement Services to the City of Deltona, Florida, have caused the same to be signed by their duly authorized representatives on the dates indicated below.

ATTEST:

**COUNTY OF VOLUSIA**

By: \_\_\_\_\_  
Name: James T. Dinneen  
Title: County Manager  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Jason P. Davis  
Title: County Chair  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Ben F. Johnson  
Title: Sheriff  
Dated: \_\_\_\_\_

ATTEST:

**CITY OF DELTONA**

By: \_\_\_\_\_  
Name: Joyce Kent  
Title: City Clerk  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: John C. Masiarczyk  
Title: Mayor  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
City Manager

FIRST AMENDMENT TO  
COUNTY OF VOLUSIA STANDARD INTERLOCAL AGREEMENT FOR  
PROVISION OF LAW ENFORCEMENT SERVICES TO THE  
CITY OF DELTONA, FLORIDA

WHEREAS, the County of Volusia, hereinafter referenced as COUNTY, and the City of Deltona, hereinafter referenced as CITY, are parties to the *Interlocal Agreement For Provision of Law Enforcement Services To The City of Deltona, Florida*, with the effective date for the initial year of the 1<sup>st</sup> day of October, 2012 (hereinafter referenced as Interlocal Agreement), and

WHEREAS, the Interlocal Agreement provides for modification of the annual compensation rate;

NOW THEREFORE, it is agreed between the County of Volusia and the City of Deltona to amend the aforescribed Interlocal Agreement by modifying Section 13. COMPENSATION and LEVEL OF SERVICE, so that the section shall read as follows:

13. COMPENSATION and LEVEL OF SERVICE. CITY shall pay COUNTY the sum of NINE MILLION, FIVE HUNDRED NINETY-FOUR THOUSAND NINE HUNDRED FIFTY-EIGHT AND NO ONE-HUNDREDTHS (\$9,594,958.00) DOLLARS for the foregoing law enforcement services for FY13-14, in accordance with CITY's adopted budget for said services.

COUNTY agrees to provide the personnel and equipment at the level of service reflected herein. Should the CITY desire that the COUNTY provide services either different in kind, or at a higher staffing level than that contemplated herein, the City Manager shall have the authority to negotiate with the COUNTY regarding modification of the Agreement and shall bring any modification to which the COUNTY agrees to the City Commission for appropriate action. During a fiscal year any request for modification of service levels which are not deemed material under Article 24 shall be in writing to the Sheriff and in accordance with the notification requirements of Article 26. Should a request come within the parameters of Article 24, which Article shall be controlling.

COUNTY shall draw down funds from the CITY on a quarterly basis for service provided hereunder. Upon completion of the contract year, the COUNTY shall reconcile actual costs against the compensation set forth in this Section 13

and remit to CITY any monies paid by CITY in excess of actual costs incurred by COUNTY no later than December 31, 2014, or COUNTY shall invoice the CITY for the difference between actual costs incurred by the COUNTY and the compensation set forth in this Section 13 and CITY shall pay the same to the COUNTY no later than December 31, 2014. The CITY pledges any legally available non-ad valorem taxes to pay any deficit in compensation to the COUNTY for services rendered to the CITY under this Agreement and agrees to pay any such deficit from such funds even in the event of termination of this Agreement.

The Interlocal Agreement is further extended for an additional year until September 30, 2014, and may be renewed or modified in accordance with Article 21 of the Interlocal Agreement, except that written application for renewal to the COUNTY and Sheriff, as contemplated in Article 21, shall be provided no later than July 31, 2014.

This Amendment is incorporated into the Interlocal Agreement as if fully set forth therein. Except as provided above, all other terms and conditions of the Interlocal Agreement shall remain unchanged and in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this Amendment and the Interlocal Agreement, the provisions of this Amendment shall govern and control.

[INTENTIONALLY LEFT BLANK]

ATTEST:

By: Joyce Kent Raftery  
Name: Joyce Kent RAFTERY  
Title: City Clerk  
Dated: 11-15-13

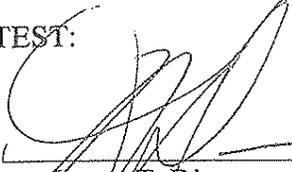
CITY OF DELTONA

By: John C. Masiarczyk  
Name: John C. Masiarczyk  
Title: Mayor  
Dated: 11-15-13

By: William D. Kenny  
City Manager

IN WITNESS WHEREOF, the parties to this First Amendment to County of Volusia Standard Interlocal Agreement for Provision of Law Enforcement Services to the City of Deltona, Florida, have caused the same to be signed by their duly authorized representatives on the dates indicated below.

ATTEST:

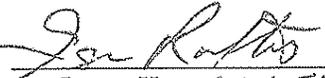
By:   
Name: James T. Dinneen  
Title: County Manager  
Dated: 10/1/2013

COUNTY OF VOLUSIA

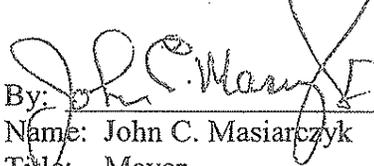
By:   
Name: Jason P. Davis  
Title: County Chair  
Dated: 9/26/2013

By:   
Name: Ben F. Johnson  
Title: Sheriff  
Dated: 10/2/13

ATTEST:

By:   
Name: Joyce Kent Raftery  
Title: City Clerk  
Dated: 10-10-13

CITY OF DELTONA

By:   
Name: John C. Masiarczyk  
Title: Mayor  
Dated: 10-8-13

By:   
City Manager



**Legal Department**  
December 2, 2013

Joyce Raftery, CMC  
City Clerk  
CITY OF DELTONA  
Deltona Municipal Complex  
2345 Providence Blvd.  
Deltona, FL 32725

RE: Interlocal Agreement for Provision of Law Enforcement Services to City of Deltona

Dear Ms. Raftery:

The County Manager's office recently received your correspondence of November 14, 2013, with an enclosure of three original partially executed *First Amendment To County of Volusia Standard Interlocal Agreement For Provision of Law Enforcement Services To The City of Deltona, Florida* documents. You indicate in your correspondence that the Amendment was approved by the Deltona City Commission at its meeting on October 7, 2013. Please know that the enclosures provided with your correspondence to the County Manager's office was the first original document submitted to the City for their review and was subsequently reported to require some minor revisions prior to approval by both parties.

Thereafter, a second revision of the First Amendment was then provided to the City of Deltona for review, approval and execution. This was done at the City's Commission meeting on November 7, 2013 and subsequently signed by City of Deltona Mayor John C. Masiarczyk on October 8, 2013. A copy of the **correct** fully executed First Amendment by both parties is enclosed herewith for your review and information.

Should you have any questions regarding the enclosure, please do not hesitate to contact my offices.

Sincerely,

CHARLES D. HARGROVE  
Deputy County Attorney

CDH/glp  
Enclosure(s)

cc: James T. Dinneen, County Manager  
Ben Johnson, County Sheriff  
Laura Bounds, c/o Sheriff's Office  
Daniel D. Eckert, County Attorney

**COPY**

**Legal Department**  
December 2, 2013

Joyce Raftery, CMC  
City Clerk  
CITY OF DELTONA  
Deltona Municipal Complex  
2345 Providence Blvd.  
Deltona, FL 32725

RE: Interlocal Agreement for Provision of Law Enforcement Services to City of Deltona

Dear Ms. Raftery:

The County Manager's office recently received your correspondence of November 14, 2013, with an enclosure of three original partially executed *First Amendment To County of Volusia Standard Interlocal Agreement For Provision of Law Enforcement Services To The City of Deltona, Florida* documents. You indicate in your correspondence that the Amendment was approved by the Deltona City Commission at its meeting on October 7, 2013. Please know that the enclosures provided with your correspondence to the County Manager's office was the first original document submitted to the City for their review and was subsequently reported to require some minor revisions prior to approval by both parties.

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Should you have any questions regarding the enclosure, please do not hesitate to contact my offices.

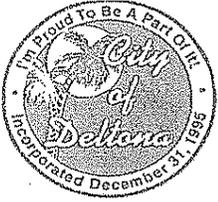
Sincerely,



CHARLES D. HARGROVE  
Deputy County Attorney

CDH/glp  
Enclosure(s)

cc: James T. Dinneen, County Manager  
Ben Johnson, County Sheriff  
Laura Bounds, c/o Sheriff's Office  
Daniel D. Eckert, County Attorney



# City of Deltona

November 14, 2013

County Manager, James T. Dinneen  
Thomas C. Kelly Administration Center  
123 West Indiana Avenue  
DeLand, Florida 32720

RE: Interlocal Agreement for Provision of Law Enforcement Services to the City of Deltona

Dear County Manager Dinneen:

On Monday, October 7, 2013 the Deltona City Commission approved unanimously the attached amendment authorizing the County of Volusia to continue to provide law enforcement services and equipment to the City of Deltona for fiscal year 2013-2014 for the sum of \$9,594,958.

Please sign and date page 2 of the amendment and return it in the enclosed self-addressed stamped envelope.

If you should have any questions, please feel free to contact me at 386-878-8502.

Sincerely,

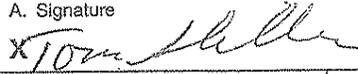
Joyce Raftery, CMC  
City Clerk

**OFFICE OF THE CITY CLERK**

Deltona Municipal Complex 2345 Providence Boulevard Deltona, Florida 32725  
(386) 878-8100 <sup>77</sup> Fax (386) 878-8501

Webpage: [www.deltonafl.gov](http://www.deltonafl.gov) • Email: [jkent@deltonafl.gov](mailto:jkent@deltonafl.gov)

Item 9A

SENDER COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p><input type="checkbox"/> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p><input type="checkbox"/> Print your name and address on the reverse so that we can return the card to you.</p> <p><input type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits.</p>	<p>A. Signature   <input type="checkbox"/> Agent  <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)                      TOM SKILLMAN</p> <p>C. Date of Delivery                      11-18-12</p>
<p>1. Article Addressed to:</p> <p>James T. Dineen                      Thomas C. Kelly Admin Cntr                      123 W. Indiana Ave                      Deland FL 32720</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes                      If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. (Collect on Delivery)</p> <p>4. Restricted Delivery (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number                      (Transfer from service label)</p>	<p>7012 1640 0001 4444 2110</p>
<p>PS Form 3811, February 2004</p>	<p>Domestic Return Receipt 102595-02-M-1540</p>

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

OFFICIAL RECEIPT

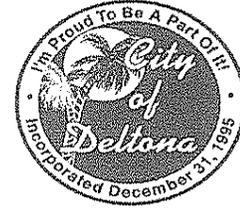
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 17.43</b>

SHIPPED NOV 15 2012

Sent To	
James T. Dineen	
Street, Apt. No., or PO Box No. 123 W. Indiana Ave	
City, State, ZIP+4 Deland FL 32720	

PS Form 3860, August 2008 See Reverse for Instructions

7012 1640 0001 4444 2110



Office of the City Clerk

# Memo

**To:** Brian Boehs, Purchasing Agent  
**From:** Joyce Raftery, CMC, City Clerk  
**Date:** December 13, 2013  
**Re:** VCSO Agreement

---

Per the City Manager, please find attached the original fully executed First Amendment to the *County of Volusia Standard Interlocal Agreement For Provision of Law Enforcement Services To the City of Deltona*.

Should you have any questions please feel free to contact me. Thank you.

Jir

**COUNTY OF VOLUSIA STANDARD INTERLOCAL AGREEMENT FOR  
PROVISION OF LAW ENFORCEMENT SERVICES TO THE CITY OF  
DELTONA, FLORIDA**

THIS AGREEMENT is entered into by and between the County of Volusia, a political subdivision of the State of Florida, with administrative offices at 123 West Indiana Avenue, DeLand, Florida 32720-4613, hereinafter referred to as COUNTY, and the City of Deltona, a municipal corporation duly incorporated pursuant to the laws of the State of Florida, with administrative offices at 2345 Providence Boulevard, Deltona, Florida 32725, hereinafter referred to as CITY.

**RECITALS**

1. The COUNTY is authorized by 125.01(p), Florida Statutes, to "...enter into agreements with other governmental agencies within or outside the boundaries of the county for the joint performance, or performance by one unit in behalf of the other, of any of either agency's authorized functions."
2. Public agencies (including COUNTY and CITY) are authorized by 163.01(14), Florida Statutes, to enter "...into contracts for the performance of service functions of [such] public agencies, but shall *not be deemed to authorize the delegation of the constitutional or statutory duties of ... county or city officers.*" The parties *expressly deny* any intent, express or implied, in this Agreement to provide for a delegation by CITY of such constitutional or statutory duties to COUNTY.
3. The foregoing authorization for such agreements is granted to counties and cities for the purpose of permitting local governments to make the *most efficient use* of their powers by enabling them to cooperate with the other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities. 163.01(2), Florida Statutes.
4. Pursuant to 768.28(18), Florida Statutes, neither the COUNTY nor the CITY waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this Agreement. This Agreement does not contain any provision that requires one party to indemnify or insure the other party for the other party's negligence, or to assume any liability for the other party's negligence.
5. The City Commission of the CITY, after evaluation of options for the provision to its residents of the municipal law enforcement services enumerated herein, has made a legislative determination that the interests of its residents will be best served by contracting with COUNTY for such services, which services will be performed by COUNTY personnel, but under the managerial direction of the City Commission and the City Manager in accordance with the terms of this Agreement.
6. COUNTY certifies that it either currently has, or will employ, a sufficient number of personnel, appropriately qualified to perform the services enumerated herein, and COUNTY is willing to provide such services to CITY.

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

7. The foregoing recitals are hereby adopted as a material part of this Agreement.
8. **PURPOSE.** The purpose of this Agreement is for the COUNTY to provide specified *municipal* law enforcement services and equipment to the CITY (hereafter, the Contract Services), at the level of service (LOS) herein specified, in lieu of the CITY using its own personnel and equipment therefor.
9. **VOLUSIA COUNTY SHERIFF.** COUNTY shall provide the Contract Services through the Volusia County Sheriff (hereafter, Sheriff) who shall be the COUNTY'S liaison to CITY for purposes of performance, interpretation, and implementation of this Agreement.
10. **ENFORCEMENT OF LAWS.** The Sheriff shall discharge his responsibility under this Agreement by the enforcement of all state laws, federal laws, COUNTY ordinances applicable within the CITY, as well as the ordinances of the CITY.
11. **SCOPE OF SERVICE.** COUNTY shall provide 24-hour law enforcement services to the CITY and enforce all laws as provided in Article 10 hereof. Staffing levels shall provide for a total of seventy-six (76) sworn personnel including supervisors, as full staffing plus three (3) unsworn office workers. Patrol zones shall be identified within the municipal boundaries and staffed by patrol deputies working (twelve) 12 hour shifts. Office personnel shall staff a substation located within the municipal boundaries, said substation to be open to the public for a minimum of 8 hours per day, 5 days per week. All dispatching will be handled by the Sheriff. It is the specific understanding of the parties that in no event will any hiring freeze or other staffing condition of the Sheriffs Office, county-wide, lead to any reduction of level of service provided in this Agreement or increase overtime charged to CITY under this Agreement.

It is understood that the CITY expects to receive the contracted full staffing. The minimum staffing level will be full staffing. Every attempt within reason will be made to insure that occasional vacancies due to sickness, vacation and/or training will be filled with additional personnel to comply with the provision of this contract.

Nevertheless, the parties understood that from time to time emergencies may require the transfer of personnel to or from the municipal limits of CITY on a temporary basis, to the same extent contemplated in a mutual aid agreement between any two independent law enforcement agencies.

No officer or department of the COUNTY shall perform for the CITY any function not within the scope of the duties of such officer or department in performing the same kind of services for the COUNTY.

12. **MUNICIPAL SERVICES.** The Contract Services purchased by CITY herein are a *municipal* level of services. Such Contract Services shall be provided by COUNTY resources *distinct from* the level

of services that are funded by county-wide ad valorem and other county-wide revenues (hereinafter, County Services), which services COUNTY would provide irrespective of this Agreement, and which services COUNTY will continue to provide notwithstanding this Agreement. The CITY government shall pay COUNTY for the Contract Services provided for herein, the County Services shall continue to be funded directly from COUNTY general funds revenues.

13. **COMPENSATION and LEVEL OF SERVICE.** CITY shall pay COUNTY the sum of NINE MILLION, TWO HUNDRED FORTY-NINE THOUSAND, THREE HUNDRED AND NO ONE-HUNDREDTHS (\$9,249,300.00) DOLLARS for the foregoing law enforcement services for **FY12-13** in accordance with CITY'S adopted budget for said services.

COUNTY agrees to provide the personnel and equipment at the level of service reflected herein. Should the CITY desire that the COUNTY provide services either different in kind, or at a higher staffing level than that contemplated herein, the City Manager shall have the authority to negotiate with the COUNTY regarding modification of the Agreement and shall bring any modification to which the COUNTY agrees to the City Commission for appropriate action. During a fiscal year any request for modification of service levels which are not deemed material under Article 24 shall be in writing to the Sheriff and in accordance with the notification requirements of Article 26. Should a request come within the parameters of Article 24 that Article shall be controlling.

COUNTY shall draw down funds from the CITY on a quarterly basis for service provided hereunder. Upon completion of the contract year, the COUNTY shall reconcile actual costs against the compensation set forth in this Section 13 and remit to CITY any monies paid by CITY in excess of actual costs incurred by COUNTY no later than **December 31, 2013**, or COUNTY shall invoice the CITY for the difference between actual costs incurred by the COUNTY and the compensation set forth in this Section 13 and CITY shall pay the same to the COUNTY no later than **December 31, 2013**. The CITY pledges any legally available non-ad valorem taxes to pay any deficit in compensation to the COUNTY for services rendered to the CITY under this Agreement and agrees to pay any such deficit from such funds even in the event of termination of this Agreement.

14. **DEPUTY EQUIPMENT/SUBSTATION FACILITIES.** The Sheriff shall provide each deputy who provides Contract Services with a patrol automobile and all other necessary and appropriate equipment, which equipment shall at all times remain the property of the COUNTY. Deputies providing Contract Services shall operate out of a substation facility located within the municipal boundaries of the CITY, and provided for by the CITY. All furniture and equipment located within the substation and provided by the Sheriff shall at all times remain the property of the COUNTY. Any improvements made to the CITY'S substation facility by the Sheriff shall become the property of the CITY.

15. **DIVISION OF MANAGEMENT RESPONSIBILITIES.** During the term of this Agreement the CITY shall have the continuing right and authority to manage and direct, in general terms, the provision of the Contract Services, as outlined in this Agreement, including the deployment of personnel and equipment. However, where specific professional standards are applicable to the actual implementation of such forces, the Sheriff's designated officer in charge (OIC) of the assigned personnel, or his or her designee, shall have the authority for decision making within that realm. The Sheriff or the

Interlocal Agreement for FY12/13  
Provision of Law Enforcement  
Services to the City of Deltona

OIC, shall be available on a regular basis to the City Manager to provide consultation and recommendations to the City Manager in his or her general management decisions as contemplated herein.

16. **LIAISON.** A close liaison shall be maintained between the CITY and the Sheriff. The Sheriff agrees to make available to the City Manager a specified member or members of his command staff who shall be available at reasonable times to act as liaison between the CITY and the Sheriff. The City Manager and the Sheriff, or their designees, shall meet and confer with each other on a regularly scheduled basis to discuss the administration of this Agreement.

17. **AUTHORITY TO ACT.** CITY hereby vests in each sworn deputy of the Sheriff, who from time to time may be assigned to CITY under this Agreement, to the extent allowed by law, all law enforcement powers and jurisdiction of the CITY which are necessary to implement and carry out the Contract Services, for the limited purpose of giving official and lawful status and validity to the performance thereof by sworn deputies. Every sworn deputy of the Sheriff, designated by the Sheriff to provide Contract Services and actually engage in the performance of the Contract Services shall be deemed to be a sworn officer of the CITY. Accordingly, such sworn deputies of the Sheriff are hereby vested with the power to enforce the ordinances of the CITY, to make arrests and searches in accordance with the law, and to perform all other law enforcement functions incidental and necessary to the performance of the Contract Services.

18. **PERSONNEL MATTERS.** All COUNTY personnel assigned to perform Contract Services shall remain subject to COUNTY merit rules and regulations for all purposes contemplated thereunder, including, but not limited to, hiring, training and assignment, annual and sick leave, promotions, merit and cost-of-living raises, and disciplinary actions as well as being subject to Sheriff's Office Directives. Any complaint of a disciplinary nature by CITY regarding a COUNTY employee shall be referred to the Sheriff, who shall remain the appointing authority for such employee, for all purposes designated under the COUNTY Merit Rules. Such COUNTY employees shall have no right to elect or choose any procedures available to CITY employees.

19. **FINES and FORFEITURES.** All fines and forfeitures rendered in any court as a result of charges made by the Sheriff shall be distributed as provided by general law and the rules of the court. Extraordinary revenues generated within the municipal boundaries of the CITY shall be distributed based upon the specifics of the situation, applicable law, and by agreement between the City Manager and the Sheriff.

20. **RECORDS.** The Sheriff shall maintain Uniform Crime Reporting records regarding crimes committed within the CITY. A computer printout reflecting this information shall be furnished to the City Manager each month. Additionally, the Sheriff shall maintain a dispatch log regarding all calls for assistance originating from within the city limits. The dispatch log shall reflect the time a call is received, the time a call is dispatched, the deputy's arrival time, the time the assignment is completed and the geographical location of the incident.

21. **TERM.** This Agreement shall take effect on the **1st day of October, 2012**, and shall continue in effect until **September 30, 2013**. The parties may, by mutual agreement, renew this Agreement upon the same or modified terms. Should the CITY desire to renew this Agreement, it shall make application to COUNTY and Sheriff in writing therefore and provide notification in accordance with Article 26 no later than **July 1, 2013**.

22. **NO PLEDGE OF AD VALOREM TAXES.** The parties agree that this Agreement does not constitute a general indebtedness of the CITY within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that the COUNTY shall not have the right to require or compel the exercise of ad valorem taxing power of CITY, or taxation of any real or personal property therein for payment of any monetary obligations due under the terms of this Agreement, and it is further agreed that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or person property of CITY, or any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of the CITY and the COUNTY. The foregoing notwithstanding, the CITY will pay deficits for services rendered by the COUNTY to the CITY in accordance with Article 13.

23. **SOVEREIGN IMMUNITY.** Each party to this Agreement expressly retains all rights, benefits and immunities of sovereign immunity that they presently enjoy under the Constitution and statutes of the State of Florida, and particularly with respect to Chapter 768, Florida Statutes. It is the intent of the CITY that the CITY'S management decisions as contemplated in Article 15, above, are to be the exercise of a legislative, planning level function of the CITY, and that the CITY shall not undertake to exercise specific operational control over the provision of the Contract Services. Should the CITY direct or exercise operational control in fact beyond that contemplated in Article 15, and there be liability to third parties and/or to the COUNTY that flows therefrom, then the CITY shall have such responsibility for the liability attributable to the CITY subject to the provisions of recital number 4 and Article 23 of this Agreement. Notwithstanding anything set forth in any article of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of either party beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and any liability of either party for damages shall not exceed the statutory limits of liability, regardless of the number or nature of any claim which may arise including but not limited to a claim sounding in tort, equity or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against any party, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

24. **MODIFICATION.** The CITY shall notify Sheriff no later than **May 15** of each year regarding any material change it intends to make in the Level of Service (LOS) provided for herein, as compared to the services described in Article 11. Following each such notification, and with concurrence of the Sheriff to match the level of service, an adjustment will be made to the LOS for the next fiscal year, and the annual compensation rate shall be adjusted. In each renewal year, the compensation shall be paid quarterly, as provided in Article 13, above. Nothing in this article shall preclude the CITY or the COUNTY from requesting contract modifications at other times during this Agreement regarding the

service levels or costs identified in Article 13 if such changes are not a material change, i.e., a change which results in a change in compensation whether higher or lower that exceeds five (5%) percent of the compensation set forth in Article 13.

25. **TERMINATION.** Either party may terminate this Agreement without cause or further liability to the other, upon written notice to the other party, said written notice to be given no less than 180 days prior to the requested termination date, said notice to be deemed delivered when a copy is delivered to the other parties and a receipt thereof signed by the other party.

26. **NOTICE.** Notice as required to be given in this Agreement shall be provided to the following persons:

**COUNTY:** A. County Manager, James T. Dinneen  
Thomas C. Kelly Administration Center  
123 West Indiana Avenue  
DeLand, Florida 32720

B. Sheriff, Ben F. Johnson  
Thomas C. Kelly Administration Center  
123 West Indiana Avenue  
DeLand, Florida 32720

**CITY:** City Manager, Faith G. Miller  
2345 Providence Boulevard  
Deltona, Florida 32725

27. **THIRD PARTIES.** In no event shall any of the terms of this Agreement confer upon any third persons, corporation, or entity other than the parties hereto any right or cause of action for damage claims against any of the parties to this Agreement arising from the performance of this obligation and responsibilities of the parties herein or for any other reason.

28. **NON-ASSIGNABILITY.** The COUNTY shall not assign the performance of the Contract Services to any other governmental or private entity, or in any manner contract for the provision of the Contract Services by a third party without the express written consent of the CITY and the COUNTY, which consent must have been agreed to between the CITY and the COUNTY at a public meeting.

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

30. **TRANSITION ANALYSIS.** If the CITY should request same, the COUNTY shall participate in an analysis of the feasibility of a CITY police department at the CITY'S cost. The analysis shall include, but shall not be limited to, cost effectiveness, shared responsibilities, mutual aid, facility and capital needs and personnel requirements. It being the intent of the parties to develop, without a predisposition

to a particular result, information which will enable the CITY to decide if, how, and in what fashion and over what time line the CITY may establish a CITY police department. The CITY shall reimburse the COUNTY for all costs associated with participation in such a feasibility analysis. This Section 30 does not survive the expiration or termination of this Agreement.

31. **VENUE.** The venue for any litigation between the parties arising under this Agreement shall be exclusively in the County of Volusia, Florida, unless the litigation is exclusively cognizable in federal court and venue shall then be exclusively in the United States District Court, Middle District of Florida in Orlando, Florida. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Agreement.

32. **SEVERABILITY.** If any provision of this Agreement is found to be unconstitutional, illegal, or otherwise unenforceable by judgment of a Court of competent jurisdiction, such judgment shall not invalidate the remainder of this Agreement, unless such judgment renders the purpose or performance of this Agreement no longer practical for either party.

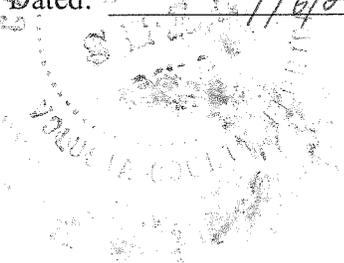
33. **ENTIRE AGREEMENT.** This Agreement reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing executed by all the parties, with the same formalities as this Agreement.

**REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties to this County of Volusia Standard Interlocal Agreement for Provision of Law Enforcement Services to the City of Deltona, Florida, have caused the same to be signed by their duly authorized representatives on the dates indicated below.

ATTEST:

By: [Signature]  
Name: James T. Dinneen  
Title: County Manager  
Dated: 9/6/2012



COUNTY OF VOLUSIA

By: [Signature]  
Name: Frank T. Bruno, Jr.  
Title: County Chair  
Dated: 9/6/2012

By: [Signature]  
Name: Ben F. Johnson  
Title: Sheriff  
Dated: 9/27/12

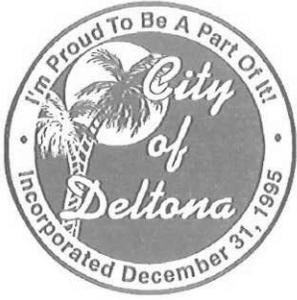
ATTEST:

By: [Signature]  
Name: Joyce Kent  
Title: City Clerk  
Dated: 8-7-12

CITY OF DELTONA, a municipal corporation

By: [Signature]  
Name: John C. Masiarczyk  
Title: Mayor  
Dated: 8-7-12

By: [Signature]  
Faith G. Miller, City Manager



# City of Deltona

July 19, 2012

Ms. Laura Bounds  
Volusia County Sheriff's Office  
123 West Indiana Avenue  
DeLand, Florida 32720

Dear Ms. Bounds:

Please accept this letter as a request from the City of Deltona for the Volusia County Sheriff's Office to further enhance law enforcement services provided through our interlocal agreement to include an additional canine asset beginning FY 2012-13 on October 1, 2012. Following discussions with you, I understand the initial start-up costs to acquire a canine and related equipment is \$16,500 coupled with recurring costs of \$5,500 each year the canine is in service, which typically lasts seven to nine years.

Following our recent discussions, it is understood this canine asset will likely not be in place until January 2013 and the Sheriff's Office would prorate the \$5,500 care and maintenance costs in the initial year accordingly to an amount of \$4,000. Therefore, the total amount to be paid by the City of Deltona in the first year of this agreement to add a canine shall be \$20,500, and \$5,500 in the remaining years of the canine's service life. In future years, the recurring care and maintenance costs can be added to the overall costs for law enforcement services through our interlocal agreement.

Please let me know if this is acceptable or if you need anything further from the City on this matter. Thank you.

Sincerely,

Faith G. Miller, MMC, MPA  
City Manager

## OFFICE OF THE CITY MANAGER

Deltona Municipal Complex 2345 Providence Boulevard, Deltona, Florida 32725

(386) 878-8100 • Fax (386) 878-8501

Webpage: [www.deltonafl.gov](http://www.deltonafl.gov) • Email: [fmiller@deltonafl.gov](mailto:fmiller@deltonafl.gov)



## AGENDA MEMO

**TO:** Mayor & City Commission      **AGENDA DATE:** 7/21/2014  
**FROM:** William D. Denny, City Manager      **AGENDA ITEM:** 10 - A  
**SUBJECT:** Consideration of appointment of one (1) member to the City's Planning and Zoning Board (Vice Mayor Herzberg's appointment).

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<b>LOCATION:</b>	N/A
<b>BACKGROUND:</b>	<p>As of May 22, 2014 David McKnight has resigned from his position on the City's Planning and Zoning Board.</p> <p>The City has run press releases and posted the opening on DTV, the City's web page, and bulletin boards. To date the City has received applications from Ruben Colon, John Harper, Maribel Montanez, Stony Sixma, Wallace Thurston and Frank Whittock.</p>
<b>ORIGINATING DEPARTMENT:</b>	City Clerk's Office
<b>SOURCE OF FUNDS:</b>	N/A
<b>COST:</b>	N/A
<b>REVIEWED BY:</b>	City Manager
<b>STAFF RECOMMENDATION PRESENTED BY:</b>	City Clerk Joyce Raftery - That the Commission confirm the appointment of one (1) member to the Planning & Zoning Board (Vice Mayor Herzberg's appointment).
<b>POTENTIAL MOTION:</b>	"I move to confirm the appointment of _____ to the Planning and Zoning Board for the remainder of a term to expire March 15, 2017."
<b>AGENDA ITEM APPROVED BY:</b>	<hr/> William D. Denny, City Manager

**ATTACHMENTS:**

- Resignation Letter - David McKnight
- Member List
- Application - Ruben Colon
- Application - John Harper
- Application - Maribel Montanez
- Application - Stony Sixma
- Application - Wallace Thurston
- Application - Frank Whittock

**From:** David McKnight <dave.m@earthlink.net>

**Date:** May 22, 2014 at 12:50:46 AM EDT

**To:** "Heidi K. Herzberg" <HHerzberg@deltonafl.gov>

**Cc:** John Masiarczyk <JMasiarczyk@deltonafl.gov>, Zenaida Denizac <ZDenizac@deltonafl.gov>, "wbarbaby@deltonafl.gov" <wbarbaby@deltonafl.gov>, Nancy Schleicher <NSchleicher@deltonafl.gov>, Fred Lowry <FLowry@deltonafl.gov>, Chris Nabicht <CNabicht@deltonafl.gov>, Dave Denny <ddenny@deltonafl.gov>, Joyce Raftery <JRaftery@deltonafl.gov>, "Becky Vose" <BVose@deltonafl.gov>, Chris Bowley <CBowley@deltonafl.gov>, "awalosik@att.net" <awalosik@att.net>, "zischkau@gmail.com" <zischkau@gmail.com>, Noble Olasimbo <nolasimbo@bellsouth.net>, "tburbank@cfl.rr.com" <tburbank@cfl.rr.com>, "pitirre@cfl.rr.com" <pitirre@cfl.rr.com>, "wendy.hickey1@gmail.com" <wendy.hickey1@gmail.com>

**Subject: Planning and Zoning Board resignation**

**Reply-To:** David McKnight <dave.m@earthlink.net>

Vice Mayor Herzberg,

It has been my honor and privilege to serve as a member and for the last year as chairman of the Planning and Zoning Board. I have recently received a promotion at my place of employment and unfortunately I do not feel I can devote the time needed to continue to serve as a member of this board, therefore, I submit my resignation effective immediately.

David A. McKnight Sr.

**City of Deltona, Florida**  
**PLANNING AND ZONING BOARD**

	<u>Appointed By</u>	<u>Apptd. Date</u>	<u>Term Exp.</u>
Tom Burbank <b>CHAIRMAN</b> 2073 Brewster St Deltona, FL 32738 (386) 789-3054 (386) 747-1944 Email: <a href="mailto:tburbank@cfl.rr.com">tburbank@cfl.rr.com</a>	Commissioner Nabicht (District 6)	06-17-13 03-17-14 (Re-apptd.)	03-15-17
Noble Olasimbo <b>SECRETARY</b> 2768 Foxdale Dr. Deltona, FL 32738 (386) 737-6023 (352) 483-9092 Email: <a href="mailto:nolasimbo@bellsouth.net">nolasimbo@bellsouth.net</a>	Commissioner Schleicher (District 4)	04-04-11 03-17-14 (Re-apptd.)	03-15-17
Wendy Hickey 2289 Howland Blvd. Deltona, FL 32738 (407) 417-3643 Email: <a href="mailto:Wendy.hickey1@gmail.com">Wendy.hickey1@gmail.com</a>	Mayor Masiarczyk	08-05-13	03-15-16
Victor M. Ramos 1540 Howland Blvd. P.O. Box 390413 Deltona, FL 32738 (386) 532-7881 (H) (786) 261-4380 (C) Email: <a href="mailto:pitirre@cfl.rr.com">pitirre@cfl.rr.com</a>	Commissioner Denizac (District 1) 03-04-13 (Re-apptd.)	12-17-07 03-01-10	03-15-16
Adam Walosik 1426 Montecito Ave. Deltona, FL 32738 (407) 625-4194 Email: <a href="mailto:awalosik@att.net">awalosik@att.net</a>	Commissioner Lowry (District 5)	04-04-11 03-17-14 (Re-apptd.)	03-15-17
Herb Zischkau 2760 Pinegrove Avenue Deltona, FL 32725 (386) 532-6600 Email: <a href="mailto:zischkau@mac.com">zischkau@mac.com</a>	Commissioner Barnaby (District 2)	03-04-13	03-15-16
Vacant	Vice Mayor Herzberg (District 3)		03-15-17

**Staff Liaison:**

Chris Bowley, AICP  
 Planning & Development Services Director  
 2345 Providence Blvd.  
 Deltona, FL 32725  
 (386) 878-8602  
 (386) 878-8501 Fax  
 Email: [cbowley@deltonafl.gov](mailto:cbowley@deltonafl.gov)

## Joyce Raftery

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**From:** Ruben Colon <Rc4642@yahoo.com>  
**Sent:** Tuesday, November 26, 2013 11:14 AM  
**To:** Joyce Raftery  
**Subject:** Citizen Board/Committee Application  
**Attachments:** Attach0.html  
  
**Categories:** Director's Meeting

Request From: Ruben Colon  
 Email: [Rc4642@yahoo.com](mailto:Rc4642@yahoo.com)  
 Source IP: 71.52.29.232

Address: 559 Baldwin Ct.  
 City: Deltona  
 State: FL  
 Zip: 32725  
 Phone: 386-532-1518  
 Alt Phone: 386-801-3122  
 Fax:  
 Organization:

### Checkbox Choices

Parks & Recreation Advisory Committee,

Number of Years as a Deltona Resident  
 11 - 15 Years

What Commission district do you reside in?  
 District 1

Are you a registered voter in Volusia County?  
 Yes

Who is your employer? (Please include number of years, address, phone number and title/position)  
 Florida Hospital Fish Memorial  
 1055 Saxon Blvd.  
 Orange City, FL 32763  
 Respiratory Therapist 10 years  
 386-917-5000

Please summarize your work experience.

I am a respiratory therapist at the local hospital. In addition, I often represent the hospital at community events. I am a father of two, ages 6 & 8. Currently I am also a volunteer at both schools. (Trinity & Spirit Elementary)

List any volunteer service organizations, clubs, or professional societies you are a member of and give the positions or titles you have held.

I am currently a volunteer at Spirit elementary & Trinity.

Have you ever served on a committee or advisory board? If so, give the details, including any positions held. Have you ever held public office? If so, give the details, including offices involved, whether elected or appointed, and the length of service.

No

Describe any additional knowledge, skill, education, or experience you have, which would assist you in the duties of this Board/Committee.

I am a parent who utilizes our parks regularly. In addition, through the hospital I am very involved at various community events.

Explain why you want to serve on this Board/Committee, and include any potential contribution you selection would bring.

I am a parent & citizen of Deltona and would like to make a difference in our city.

Potential conflict of interest: Do you do business, or are you engaged in the management of any business enterprise that has a financial interest with the City of Deltona? Please give details, including the name of the enterprise, the nature of the business, and the position you hold.

No

Have you ever been convicted for violation of any federal, state, county, or municipal law, regulation, or ordinance? If so, give details. Do not include traffic violations or fines of \$100 or less that were imposed, unless it also included a jail sentence.

No

List names, addresses, and telephone numbers of at least three persons who are in a position to comment on your qualifications and of whom inquiry may be made by the City of Deltona.

Debra Allison  
1055 Saxon Blvd.  
Orange City, FL 32763  
386-917-5121

Craig Broeker  
1055 Saxon Blvd.  
Orange City, FL 32763  
386-917-5412

Maybelline Ferguson  
1055 Saxon Blvd.  
Orange City, FL 32763  
386-917-7192

Additional Information or Comments

I look forward to serving my city and it's future!

I declare the foregoing facts to be true, correct, and complete.  
I agree

Received: July 8, 2014

Request From: John Harper  
 Email: [Nativeson904@att.net](mailto:Nativeson904@att.net)  
 Source IP: 71.48.255.8

Address: 1022 Feather Dr.  
 City: Deltona  
 State: FL  
 Zip: 32725  
 Phone: 386-547-0121  
 Alt Phone:  
 Fax:  
 Organization:

Checkbox Choices

Planning & Zoning Board,

Number of Years as a Deltona Resident

2 - 5 Years

What Commission district do you reside in?

District 5

Are you a registered voter in Volusia County?

Yes

Who is your employer? (Please include number of years, address, phone number and title/position)

Retired from County of Volusia, 28yr Senior Project Manager, Engineering Division

123 W. Indiana Av. DeLand FL. 32720. 386-736-5967

Please summarize your work experience.

Managed planning, design and construction of capital projects. Projects included roads, bridges, parks, trails, fires stations, basically all projects built by the County

List any volunteer service organizations, clubs, or professional societies you are a member of and give the positions or titles you have held.

Board of Directors, Florida Greenways and Trails Foundation

Received: July 8, 2014

Have you ever served on a committee or advisory board? If so, give the details, including any positions held. Have you ever held public office? If so, give the details, including offices involved, whether elected or appointed, and the length of service.

City of Port Orange Planning Board, Vice Chair 5 years appointed

Describe any additional knowledge, skill, education, or experience you have, which would assist you in the duties of this Board/Committee.

My Engineering, planning and development background lends it's self to serving on the board

Explain why you want to serve on this Board/Committee, and include any potential contribution you selection would bring.

I want to use my experience and knowledge to make Deltona the best place to live in Florida

Potential conflict of interest: Do you do business, or are you engaged in the management of any business enterprise that has a financial interest with the City of Deltona? Please give details, including the name of the enterprise, the nature of the business, and the position you hold.

None

Have you ever been convicted for violation of any federal, state, county, or municipal law, regulation, or ordinance? If so, give details. Do not include traffic violations or fines of \$100 or less that were imposed, unless it also included a jail sentence.

No

List names, addresses, and telephone numbers of at least three persons who are in a position to comment on your qualifications and of whom inquiry may be made by the City of Deltona.

Pat Northey County Council Member, 123 W. Indiana Av. Deland Fl. 736-3900

Tim Baylie Parks Director Volusia County 136 N. Florida Av. Deland Fl. 736-5953

Scott Martin P.E. Engineering Manager 123 W. Indiana Av. Deland Fl. 736-5967

Additional Information or Comments

I declare the foregoing facts to be true, correct, and complete.

I do not agree

Received May 27, 2014

Request From: Maribel M. Montañez  
 Email: [maribelmontanez1@gmail.com](mailto:maribelmontanez1@gmail.com)  
 Source IP: 75.112.142.130

Address: 102 Heather Lane Drive  
 City: Deltona  
 State: FL  
 Zip: 32738  
 Phone: 407-530-2921  
 Alt Phone:  
 Fax:  
 Organization:

#### Checkbox Choices

Affordable Housing Advisory Committee, Firefighter's Pension Plan Board of Trustees, Economic Development Advisory Board, Planning & Zoning Board, Parks & Recreation Advisory Committee, Special Magistrate, Parks & Recreation Senior Advisory Sub-Committee, William S. Harvey Scholarship Selection Committee, Parks & Recreation Citizen Accessibility Advisory Sub-Committee, Other Boards/Committees (Write Board Name in "Additional Information"), Parks & Recreation Youth Advisory Sub-Committee,

Number of Years as a Deltona Resident  
 2 - 5 Years

What Commission district do you reside in?  
 District 6

Are you a registered voter in Volusia County?  
 No

Who is your employer? (Please include number of years, address, phone number and title/position)  
 Entravision "Univison, Unimas, Salsa 98.1 FM" Integrated Marketing Solutions. 407-774-2626

Please summarize your work experience.

List any volunteer service organizations, clubs, or professional societies you are a member of and give the positions or titles you have held.  
 St Jude Hspital, Down Synfrome Association of Central Florida

Have you ever served on a committee or advisory board? If so, give the details, including any positions held. Have you ever held public office? If so, give the details, including offices involved, whether elected or appointed, and the length of service.  
 No

Received May 27, 2014

Describe any additional knowledge, skill, education, or experience you have, which would assist you in the duties of this Board/Committee.

Home owner, HR administration, Accounting specialist, Senior living administration.

Explain why you want to serve on this Board/Committee, and include any potential contribution you selection would bring.

I love the city of Deltona, and want to help the city grow and succeeded for the future of every resident within the city and my future children. I currently work for the number one Spanish channel in the US, and would help the city with event to bring positive attention to the city. Help promote events, and assist with any currents events according in the city.

Potential conflict of interest: Do you do business, or are you engaged in the management of any business enterprise that has a financial interest with the City of Deltona? Please give details, including the name of the enterprise, the nature of the business, and the position you hold.

No

Have you ever been convicted for violation of any federal, state, county, or municipal law, regulation, or ordinance? If so, give details. Do not include traffic violations or fines of \$100 or less that were imposed, unless it also included a jail sentence.

No

List names, addresses, and telephone numbers of at least three persons who are in a position to comment on your qualifications and of whom inquiry may be made by the City of Deltona.

Christina Ingram 407-683-84782404 Amberly Ave. Orlando FL 32833

Alberto Fretti 486-4024834 2925 NW 97th Ct Miami FL 33172

Martin Arnaud 407-832-1334 523 Douglas Ave, Altamonte Springs FL 32738

Additional Information or Comments

I declare the foregoing facts to be true, correct, and complete.

I agree

Received 6-19-14

City Clerk's Office Use:  
 App't'd. to: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Other Boards of Interest/Date Contacted:  
 \_\_\_\_\_  
 \_\_\_\_\_

**City of Deltona**  
**Citizen Board/Committee Application**

Name of Board/Committee: Planning & Zoning

**1. Personal Information:**

Name: STONY SIMMA  
 Address: 1977 Catalina Blvd  
 City: Deltona Zip: 32938 # Years: 55 District: 1  
 Telephone #: (386) 848-1147 Are you a registered voter? Yes  No   
 E-mail Address: STONYSIMMA@YAHOO.COM  
 Employer: Simma's Inc & J.R. Kroil Realty - Sanford # years: 35 years Simma's Inc  
 Address: 651 S. Volusia Ave. Orange City  
 Telephone#: ( ) Position: Owner - J.R. Kroil Realty Sales Associate  
 Summarize your work experience: Window Treatment Business  
J.R. Kroil Realty - Real Estate SALES

**2. Education:**

School	Years	Degree
Deltona High School -	graduated 1977	
DBCC	2	BUSINESS

**3. Volunteer, Civic, Professional & Other Activities:**

- a. List any volunteer service organizations, clubs or professional societies you are a member of and give the positions or titles you have held.  
I have been on the Four Towns YMCA - Board of Directors For the last 14 years. I was also on Deltona Parks & Rec. 4 years
- b. Have you ever served on a committee or advisory board? If so, give the details, including any positions held.  
8 years - Volusia County PLDRC and I am currently on Volusia Echo Board
- c. Have you ever held public office? If so, give the details, including the offices involved, whether elected or appointed, and the length of service.  
N/A

4. Reasons for serving:

a. Describe any additional knowledge, skill, education or experience you have, which would assist you in the duties of this Board/Committee.

- I Have many years of experience in this field, especially ~~be~~ serving on the County Board for 8 years.

b. Explain why you want to serve on this Board/Committee, and include any particular potential contribution your selection would bring.

experience - Plus my family has loved here for over 100 years.

5. Miscellaneous:

a. Potential conflict of interest: Do you do business, or are you engaged in the management of any business enterprise that has a financial interest with the City of Deltona? Please give details, including the name of the enterprise, the nature of the business, and the position you hold.

N/A

b. Have you ever been convicted for violation of any federal, state, county or municipal law, regulation or ordinance? If so, give details. Do not include traffic violations or fines of \$100 or less that were imposed, unless it also included a jail sentence.

N/A

6. References:

List names, addresses and telephone numbers of at least three persons who are in a position to comment on your qualifications and of whom inquiry may be made by the City of Deltona.

- 1. John MASARCOZYK - 386-299-2896
- 2. Phil Caorno - 386-717-3979
- 3. Pat Nordhey - 386-717-0505

7. Additional information or comments:

I DECLARE THE FOREGOING FACTS TO BE TRUE, CORRECT AND COMPLETE.

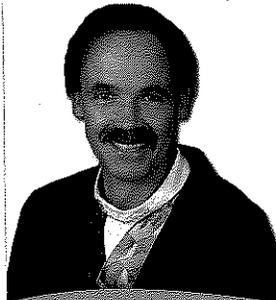
Stoney James  
Signature

6/19/14  
Date

Return completed application to:

City of Deltona ♦ City Clerk's Office ♦ 2345 Providence Blvd. ♦ Deltona, FL 32725

\*\* Please note that the City Clerk's Office keeps applications active for 6 months from the date of receipt if you are not chosen to fill the Board/Committee vacancy. If at a later date you wish to be considered for another Board/Committee vacancy other than the Board originally applied for, you must contact the City Clerk's Office at (386) 561-2100 and request your application be pulled for consideration.



**STONY SIXMA**  
Realtor®

cell 386-848-1147  
fax 386-789-5518  
stonysixma@yahoo.com



SERVING  
VOLUSIA, LAKE, OSCEOLA, SEMINOLE & ORANGE COUNTIES

Applied May 27, 2014

City Clerk's Office Use:

App'd. to: \_\_\_\_\_

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

Other Boards of Interest/Date Contacted: \_\_\_\_\_

City of Deltona  
Citizen Board/Committee Application

Name of Board/Committee: Any  
Planning & Development  
or Parks & Rec.1. Personal Information:Name: Wallace H. ThurstonAddress: 608 Saxon BlvdCity: DeltonaZip: 32725# Years: 14

District: \_\_\_\_\_

Telephone #: (386) 957-7957Are you a registered voter? Yes Yes No \_\_\_\_\_E-mail Address: PROPERTY SHOWCASE INC @ AOL.COMEmployer: PROPERTY SHOWCASE INC# years: 25Address: COALITION AGAINST HUNGER  
608 Saxon Blvd Deltona 327255 yrsTelephone #: (386) 957-7957Position: Planning & Zoning of Parks Rec  
SR

Summarize your work experience:

STATE CERTIFIED GENERAL CONTRACTOR since 1970RE REAL ESTATE SALES ASSOCIATE since 1972 - ADM COALITION AGAINST HUNGER since for 5 yrs.2. Education:

School	Years	Degree
STETSON UNIVERSITY	4	BBA
OXFORD UNIVERSITY YEAR ABROAD	1	BBA

3. Volunteer, Civic, Professional & Other Activities:

- a. List any volunteer service organizations, clubs or professional societies you are a member of and give the positions or titles you have held.

President Home Builders Assoc. 1978 - WashingtonDC Board of Directors COALITION AGAINST HUNGERINVOLVED WITH DELTONA SPICE ST. BIRTHDAY - WORK FOR MACKER BROTHERS CONSTRUCTION Early 1970s

- b. Have you ever served on a committee or advisory board? If so, give the details, including any positions held.

Washington DC Committee for Child Advisory Board

- c. Have you ever held public office? If so, give the details, including the offices involved, whether elected or appointed, and the length of service.

NO.

4. Reasons for serving:

- a. Describe any additional knowledge, skill, education or experience you have, which would assist you in the duties of this Board/Committee.

CONSTRUCTION PLANNING FOR SEVERAL CITIES IN DC AREA  
INCLUDING WOODSTOCK - FRONT ROYAL - LAUDER COUNTY

- b. Explain why you want to serve on this Board/Committee, and include any particular potential contribution your selection would bring.

I NOW HAVE THE TIME TO DEVOTE MY EXPERTISE TO  
WORK WITH THE CITY OF DELTONA IN ITS FUTURE GROWTH.

5. Miscellaneous:

- a. Potential conflict of interest: Do you do business, or are you engaged in the management of any business enterprise that has a financial interest with the City of Deltona? Please give details, including the name of the enterprise, the nature of the business, and the position you hold.

NR

- b. Have you ever been convicted for violation of any federal, state, county or municipal law, regulation or ordinance? If so, give details. Do not include traffic violations or fines of \$100 or less that were imposed, unless it also included a jail sentence.

NR

6. References:

List names, addresses and telephone numbers of at least three persons who are in a position to comment on your qualifications and of whom inquiry may be made by the City of Deltona.

1. George Travato <sup>38C</sup> ~~Boy~~ & Principle Legal Services 626-9906
2. Wayne Rodgers CEO Coalition Against Hunger DC
3. ~~Cliff~~ Johnson Delray Businessman Corporate Planner

7. Additional information or comments:

FOR MAYOR - CAMPAIGN HQ IN MY BOILER ROOM  
IN DELRAY  
MY EXPERIENCE WORKING WITH CHUCK MCCARTHY DELTONA  
CORP IN EARLY DEVELOPMENT OF DELTONA. EXTENSIVE  
KNOWLEDGE OF PLANNING AND DEVELOPING MAJOR  
REAL ESTATE VENTURES. FRONT ROYAL PARKS SERVICE - 70%

I DECLARE THE FOREGOING FACTS TO BE TRUE, CORRECT AND COMPLETE.

Signature

Date

Return completed application to:

City of Deltona ♦ City Clerk's Office ♦ 2345 Providence Blvd. ♦ Deltona, FL 32725

\*\* Please note that the City Clerk's Office keeps applications active for 6 months from the date of receipt if you are not chosen to fill the Board/Committee vacancy. If within that 6 months you wish to be considered for another Board/Committee vacancy other than the Board originally applied for, you must contact the City Clerk's Office at (386) 561-2100 and request your application be pulled for consideration. After 6 months, a new application must be submitted.

Received 6/4/2014

Request From: Frank Whittock  
 Email: [fwhittock@cfl.rr.com](mailto:fwhittock@cfl.rr.com)  
 Source IP: 107.145.152.239

Address: 2911 McClellan st.  
 City: deltona  
 State: Fl.  
 Zip: 32738  
 Phone: 321 363 3389  
 Alt Phone: 717 683 3495  
 Fax: 321 363 3389  
 Organization:

Checkbox Choices  
 Planning & Zoning Board,

Number of Years as a Deltona Resident  
 2 - 5 Years

What Commission district do you reside in?  
 District 6

Are you a registered voter in Volusia County?  
 Yes

Who is your employer? (Please include number of years, address, phone number and title/position)  
 Retired

Please summarize your work experience.  
 founder and president of Frank Whittock & Associates Architectural Scale Mosels  
 In business 52 years. Still operating

List any volunteer service organizations, clubs, or professional societies you are a member of and give the positions or titles you have held.

Have you ever served on a committee or advisory board? If so, give the details, including any positions held. Have you ever held public office? If so, give the details, including offices involved, whether elected or appointed, and the length of service.

Describe any additional knowledge, skill, education, or experience you have, which would assist you in the duties of this Board/Committee.

Have for years worked in land planning and design. Have knowledge of grading..

Explain why you want to serve on this Board/Committee, and include any potential contribution you selection would bring.

Help design a future development plan for deltona.

Potential conflict of interest: Do you do business, or are you engaged in the management of any business enterprise that has a financial interest with the City of Deltona? Please give details, including the name of the enterprise, the nature of the business, and the position you hold.

None

Received 6/4/2014

Have you ever been convicted for violation of any federal, state, county, or municipal law, regulation, or ordinance? If so, give details. Do not include traffic violations or fines of \$100 or less that were imposed, unless it also included a jail sentence.

no

Edith Tinari 215 357 8799

List names, addresses, and telephone numbers of at least three persons who are in a position to comment on your qualifications and of whom inquiry may be made by the City of Deltona.

zbigniew raguza 215 638 1557

Edith Tinari 215 357 8799

Jerry Mayes 386 878 8619

Additional Information or Comments

I declare the foregoing facts to be true, correct, and complete.

I agree



## AGENDA MEMO

**TO:** Mayor & City Commission      **AGENDA DATE:** 7/21/2014  
**FROM:** William D. Denny, City Manager      **AGENDA ITEM:** 10 - B  
**SUBJECT:** Consideration of appointment of two (2) members to the Parks and Recreation Advisory Committee (Mayor Masiarczyk's and Commissioner Denizac's appointments).

---

<b>LOCATION:</b>	N/A
<b>BACKGROUND:</b>	<p>As of May 21, 2014 Kay Gardner has resigned and on June 10, 2014 James Ruth has resigned from his position on the City's Parks and Recreation Advisory Board.</p> <p>The City has run press releases and posted openings on D-TV, the City web site and bulletin boards. The following individual has submitted an application to be appointed to the Parks and Recreation Advisory Committee member: Eric James, Maribel Montanez, Jimmie Stone and Wallace Thurston.</p>
<b>ORIGINATING DEPARTMENT:</b>	City Clerk's Office
<b>SOURCE OF FUNDS:</b>	N/A
<b>COST:</b>	N/A
<b>REVIEWED BY:</b>	City Clerk
<b>STAFF RECOMMENDATION PRESENTED BY:</b>	City Clerk Joyce Raftery - That Mayor Masiarczyk and Commissioner Denizac select their appointment to the Parks and Recreation Advisory Committee.
<b>POTENTIAL MOTION:</b>	"I move to confirm the appointment of the following individuals _____ and _____ to the Parks and Recreation Advisory Committee for a term to expire on December 31, 2014."
<b>AGENDA ITEM</b>	

**APPROVED BY:**

---

William D. Denny, City Manager

**ATTACHMENTS:**

- Resignation - Gardner
- Resignation - Ruth
- Application - James
- Application - Montanez
- Application - Stone
- Application - Thurston

**From:** Marlene Brown  
**Sent:** Wednesday, May 21, 2014 12:57 PM  
**To:** Joyce Raftery  
**Cc:** Steve Moore  
**Subject:** PARKS AND REC BOARD

Seems like we have another vacancy on the P&R Board. Her letter is below. This one belongs to Vice Mayor Herzberg.

When James Ruth leaves in June we will need 2 replacements thru 12/31/14. Not sure how many meetings we will have for the rest of the year after June.

*Marlene Brown  
 Administrative Assistant  
 Parks & Recreation Dept.  
 City of Deltona  
 2345 Providence Blvd.  
 Deltona, FL 32725  
[mbrown@deltonafl.gov](mailto:mbrown@deltonafl.gov)  
 (386) 878-8900  
 (386) 878-8901 - Fax*

**From:** Kay Gardner [<mailto:kaylynn@bellsouth.net>]  
**Sent:** Wednesday, May 21, 2014 12:51 PM  
**To:** Marlene Brown  
**Subject:** Re: Are you coming tonight?

Marlene Brown,  
 I'm sorry I was unable to attend the last meeting and it appears I'll be unable to attend the next. We're moving back to Michigan the end of June.  
 I want to thank you and all the board members for a wonderful and rewarding experience.  
 Take care,  
 Kay Gardner

On Monday, May 12, 2014 12:13 PM, Marlene Brown <[MBrown@deltonafl.gov](mailto:MBrown@deltonafl.gov)> wrote:

I have 3 confirmed and one excused.

3 have not responded. Please do.

**Marlene Brown  
 Administrative Assistant  
 Parks & Recreation Dept.  
 City of Deltona  
 2345 Providence Blvd.  
 Deltona, FL 32725**

**mbrown@deltonafl.gov**  
**(386) 878-8900**  
**(386) 878-8901 - Fax**

Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. The City of Deltona's policy does not differentiate between personal and business emails. This means email messages, including your e-mail address and any attachments and information we receive online might be disclosed to any person or media making a public records request. E-mail sent on the City system will be considered public and will only be withheld from disclosure if deemed confidential or exempt pursuant to State Law. If you are an individual whose identifying information is exempt under 119.071, Florida Statutes, please so indicate in your email or other communication. If you have any questions about the Florida public records law refer to Chapter 119 Florida Statutes.

**CITY OF DELTONA, FLORIDA  
REGULAR MEETING  
PARKS & RECREATION ADVISORY BOARD  
MONDAY, MAY 12, 2014**

A Regular Meeting of the Parks and Recreation Advisory Board was held on Monday, May 12, 2014 in the Commission Chambers Kitchen, 2345 Providence Boulevard, Deltona, Florida.

**1. CALL TO ORDER:**

The meeting was called to order at 6:35 p.m. by Mrs. Bernice Ludvick, Chairperson.

**2. ROLL CALL:**

Chair	Bernice Ludvick	Present
Vice Chair	Julio DeLeon	Present
Board Member	Krista Ferguson	Excused
Board Member	Kay Gardner	Excused
Board Member	Nathan Johnson	Present
Board Member	James W. Ruth	Present
Board Member	Lonnie Wilson	Present

Also present: Steve Moore, Director, Parks and Recreation and Marlene Brown, Board Secretary.

**3. APPROVAL OF MINUTES:**

**A. Minutes:**

**1. Meeting – January 13, 2014**

**Motion by Lonnie Wilson, seconded by Nathan Johnson to adopt the minutes of the Regular Parks and Recreation Advisory Board Meeting of January 13, 2014 as written.**

**Motion carried with members voting as follows: Bernice Ludvick, For; Julio DeLeon, For; Nathan Johnson, For; James Ruth, For and Lonnie Wilson, For.**

**4. ANNOUNCEMENTS:**

The members were given copies of the following flyers: Wes Crile Splash Pad week end hours for the month of May and the full schedule beginning June 2014; The Flow Mobile's May schedule and the Bee Healthy flyer for the event coming up on June 7<sup>th</sup>.

**5. PUBLIC COMMENT:**

There was no one from the public present for this meeting.

**6. OLD BUSINESS:**

**A.** There was no old business to be discussed.

**7. NEW BUSINESS:**

**A. Information/Updates – Steve Moore:**

Mr. Moore told the members that the Splash Pad at Wes Crile had been resurfaced and said that the budget process for the new fiscal year was under way.

He also told them that the concert series at the Deltona Amphitheater had started again in April and will run through October.

Mr. Moore explained about the ribbon cutting ceremony on May 14<sup>th</sup> at 4:30 p.m. with the City and the Early Learning Coalition for the Born Learning Trail that was going to be installed at the Harris Saxon Community Center, to benefit the younger children who visited the park. He stated that this would be the only one of its kind currently in Volusia County.

He also reminded them that at the January meeting Jerry Mayes had talked about Eco-tourism and what was happening in the City from a commercial standpoint. Mr. Moore advised that some things would be put in the budget for the next fiscal year regarding trail development and one area for potential development was Beechdale, a 35 acre plot, which is off Ft. Smith. Mr. Moore used a map as a visual for the members' benefit. He said it was originally a proposed site for the all-inclusive playground, but after the 2004-2005 hurricane season it had served as a collection point for debris. He said this property has a variety of lakes and birds and the City would be partnering with the Audubon Society regarding bird watching as a segment of our society does get into bird watching. He said we will be looking at other properties as well but these will be done in phases.

Mr. Moore also talked about the East Central Rail Trail's "Bluefield Planner" and said that would be a good place for a trailhead for a park as it backs up to the rail trail. Another proposed site was near Sigma Lake where the power line runs through the City and nearby Brewster/Cooper as potential trailheads.

He also suggested that he would have Chris Bowley, the Director for Planning and Development Services, come to the next meeting to speak to them about the development of these lands.

Mr. Moore stated that he was getting ready to put in an Echo Grant for a football field at Dwight Hawkins. Mr. Ruth asked if we were going to do anything with the property on Outtrigger and Mr. Moore responded no, as there would be no return on the City's investment.

**8. DIRECTOR COMMENTS:**

Mr. Moore advised that Dupont Lakes has been on the market for sale and that an offer had been made by a developer who was now doing due diligence. He said Elkcam and Howland is a major corridor.

**9. MEMBERS COMMENTS:**

- a. Mr. Wilson thanked Mr. Moore for keeping them abreast of what is going on in the City.
- b. Mrs. Ludvick said she is impressed with the insight and foresight that Parks & Recreation has for the residents. She said the residents are not aware of what is going on. She also thanked Mr. Moore for the updates and for what his department is doing.
- c. Mr. Ruth announced that it was with regret that he had to resign from this board after 6 years of service, effective after the June 9<sup>th</sup> meeting, due to several health and family issues. He apologized to his fellow members and to Mr. Moore for having to resign and he enjoyed serving on this board.

All the members expressed their regret at Mr. Ruth's upcoming resignation and hoped to see him at the next meeting in June.

**10. NEXT MEETING DATE:**

The next meeting date is scheduled for Monday, June 9, 2014 at 6:30 p.m. in the Commission Chambers Kitchen.

**11. ADJOURNMENT:**

**Motion by Lonnie Wilson, seconded by Nathan Johnson to adjourn. Motion carried with members voting as follows: Bernice Ludvick, For; Julio DeLeon, For; Kay Gardner, For; Krista Ferguson, For; and Lonnie Wilson, For.**

There being no further business, the meeting adjourned at 7:15 p.m.

---

**Bernice Ludvick, Chairperson**

**ATTEST:**

---

**Steve Moore, Director**

Received July 1, 2014

Request From: Eric James  
 Email: [ericpjames5@gmail.com](mailto:ericpjames5@gmail.com)  
 Source IP: 107.145.165.182

Address: 212 Roman Ct  
 City: Deltona  
 State: Fl  
 Zip: 32738  
 Phone: 407-925-3328  
 Alt Phone:  
 Fax:  
 Organization: Friend of Bill Harvey

#### Checkbox Choices

Affordable Housing Advisory Committee, Economic Development Advisory Board, Parks & Recreation Advisory Committee, William S. Harvey Scholarship Selection Committee , Parks & Recreation Youth Advisory Sub-Committee,

Number of Years as a Deltona Resident  
 11 - 15 Years

What Commission district do you reside in?  
 District 6

Are you a registered voter in Volusia County?  
 Yes

Who is your employer? (Please include number of years, address, phone number and title/position)  
 Full time student/ simiretired

Please summarize your work experience.  
 Currently, Information Technology;specializing in Project management,Security, networking.  
 Property Manager, managing multiple properties and staff.

List any volunteer service organizations, clubs, or professional societies you are a member of and give the positions or titles you have held.  
 Deltona Panthers, Voulusia Panthers Pop Warner Football; volunteer

Have you ever served on a committee or advisory board? If so, give the details, including any positions held. Have you ever held public office? If so, give the details, including offices involved, whether elected or appointed, and the length of service.  
 No

Received July 1, 2014

Describe any additional knowledge, skill, education, or experience you have, which would assist you in the duties of this Board/Committee.

with my Mangerial and Technical Background, I have been in some form of Customer Service all of my Professional career.

Explain why you want to serve on this Board/Committee, and include any potential contribution you selection would bring.

I would bring another perspective to the table to assist the Local Government keep up to date with emerging technologies and trends.

Potential conflict of interest: Do you do business, or are you engaged in the management of any business enterprise that has a financial interest with the City of Deltona? Please give details, including the name of the enterprise, the nature of the business, and the position you hold.

no

Have you ever been convicted for violation of any federal, state, county, or municipal law, regulation, or ordinance? If so, give details. Do not include traffic violations or fines of \$100 or less that were imposed, unless it also included a jail sentence.

no

List names, addresses, and telephone numbers of at least three persons who are in a position to comment on your qualifications and of whom inquiry may be made by the City of Deltona.

Dr. Fredrick Humphries FAMU Regent Professor 407-254-3215

[fredrick.humphries@famu.edu](mailto:fredrick.humphries@famu.edu)

Professor Omar Saleem FAMU Associate Dean of Academic Affairs

[omar.saleem@famu.edu](mailto:omar.saleem@famu.edu) 407-254-4011

Angela Biggs 386-878-6814

Additional Information or Comments

I declare the foregoing facts to be true, correct, and complete.

I agree

Received May 27, 2014

Request From: Maribel M. Montañez  
 Email: [maribelmontanez1@gmail.com](mailto:maribelmontanez1@gmail.com)  
 Source IP: 75.112.142.130

Address: 102 Heather Lane Drive  
 City: Deltona  
 State: FL  
 Zip: 32738  
 Phone: 407-530-2921  
 Alt Phone:  
 Fax:  
 Organization:

Checkbox Choices

Affordable Housing Advisory Committee, Firefighter's Pension Plan Board of Trustees, Economic Development Advisory Board, Planning & Zoning Board, Parks & Recreation Advisory Committee, Special Magistrate, Parks & Recreation Senior Advisory Sub-Committee, William S. Harvey Scholarship Selection Committee, Parks & Recreation Citizen Accessibility Advisory Sub-Committee, Other Boards/Committees (Write Board Name in "Additional Information"), Parks & Recreation Youth Advisory Sub-Committee,

Number of Years as a Deltona Resident  
 2 - 5 Years

What Commission district do you reside in?  
 District 6

Are you a registered voter in Volusia County?  
 No

Who is your employer? (Please include number of years, address, phone number and title/position)  
 Entravision "Univison, Unimas, Salsa 98.1 FM" Integrated Marketing Solutions. 407-774-2626

Please summarize your work experience.

List any volunteer service organizations, clubs, or professional societies you are a member of and give the positions or titles you have held.  
 St Jude Hspital, Down Synfrome Association of Central Florida

Have you ever served on a committee or advisory board? If so, give the details, including any positions held. Have you ever held public office? If so, give the details, including offices involved, whether elected or appointed, and the length of service.  
 No

Received May 27, 2014

Describe any additional knowledge, skill, education, or experience you have, which would assist you in the duties of this Board/Committee.

Home owner, HR administration, Accounting specialist, Senior living administration.

Explain why you want to serve on this Board/Committee, and include any potential contribution you selection would bring.

I love the city of Deltona, and want to help the city grow and succeeded for the future of every resident within the city and my future children. I currently work for the number one Spanish channel in the US, and would help the city with event to bring positive attention to the city. Help promote events, and assist with any currents events according in the city.

Potential conflict of interest: Do you do business, or are you engaged in the management of any business enterprise that has a financial interest with the City of Deltona? Please give details, including the name of the enterprise, the nature of the business, and the position you hold.

No

Have you ever been convicted for violation of any federal, state, county, or municipal law, regulation, or ordinance? If so, give details. Do not include traffic violations or fines of \$100 or less that were imposed, unless it also included a jail sentence.

No

List names, addresses, and telephone numbers of at least three persons who are in a position to comment on your qualifications and of whom inquiry may be made by the City of Deltona.

Christina Ingram 407-683-84782404 Amberly Ave. Orlando FL 32833

Alberto Fretti 486-4024834 2925 NW 97th Ct Miami FL 33172

Martin Arnaud 407-832-1334 523 Douglas Ave, Altamonte Springs FL 32738

Additional Information or Comments

I declare the foregoing facts to be true, correct, and complete.

I agree

**Joyce Raftery**

---

**From:** Jimmie N Stone <jstone002@cfl.rr.com>  
**Sent:** Wednesday, July 16, 2014 8:45 PM  
**To:** Joyce Raftery  
**Subject:** Citizen Board/Committee Application  
**Attachments:** Attach0.html

Request From: Jimmie N Stone  
Email: [jstone002@cfl.rr.com](mailto:jstone002@cfl.rr.com)  
Source IP: 97.104.171.84

Address: 1616 Gregory Dr  
City: Deltona  
State: Florida  
Zip: 32738  
Phone: 386-490-7538  
Alt Phone: 386-473-7500  
Fax:  
Organization: None

Checkbox Choices

Parks & Recreation Advisory Committee,

Number of Years as a Deltona Resident

6 - 10 Years

What Commission district do you reside in?

District 5

Are you a registered voter in Volusia County?

Yes

Who is your employer? (Please include number of years, address, phone number and title/position)

Volusia County Sheriff's Office

Deputy Sheriff for 7 years

123 W. Indiana Av.

Deland, FL 32720

386-736-5999

Please summarize your work experience.

I patrolled Deltona for approximately 2 1/2 years as a Deputy Sheriff. Prior to that I was a squad leader for the US Army. I served 8 years, 3 of which were over seas including a combat tour in Iraq. While in the Army, I attended leadership school which enabled me to enhance my natural leader abilities.

List any volunteer service organizations, clubs, or professional societies you are a member of and give the positions or titles you have held.

Volunteer soccer coach at the Deltona YMCA

Sigma Beta Delta Honor Society

Have you ever served on a committee or advisory board? If so, give the details, including any positions held. Have you ever held public office? If so, give the details, including offices involved, whether elected or appointed, and the length of service.

No

Describe any additional knowledge, skill, education, or experience you have, which would assist you in the duties of this Board/Committee.

Bachelor Applied Science Degree in Supervision and Management, Daytona State College, Graduated with Honors in 2012, 3.97 GPA

Associate of Science Degree in Criminal Justice, Daytona State College, Graduated with Honors in 2010

Associate of Arts Degree, Daytona State College, Graduated with Honors in 2011

I have an above average understanding of government operations.

Explain why you want to serve on this Board/Committee, and include any potential contribution you selection would bring.

For the past 7 years I have served our county as a Deputy Sheriff. I would like to further serve my city as a member of the Parks and Recreation Advisory Committee. Having three school age children who frequently visit Deltona's parks, I have a personal interest in their success. I believe I will be a valuable influence to the future of our parks.

As part of my duties as a Deputy Sheriff, I was selected to provide security during the Volusia County Council meetings for the past two years. I have attended almost every meeting during this timeframe in its entirety. While attending these meeting, I gained valuable insight and understanding of government operations.

Potential conflict of interest: Do you do business, or are you engaged in the management of any business enterprise that has a financial interest with the City of Deltona? Please give details, including the name of the enterprise, the nature of the business, and the position you hold.

None

Have you ever been convicted for violation of any federal, state, county, or municipal law, regulation, or ordinance? If so, give details. Do not include traffic violations or fines of \$100 or less that were imposed, unless it also included a jail sentence.

No

List names, addresses, and telephone numbers of at least three persons who are in a position to comment on your qualifications and of whom inquiry may be made by the City of Deltona.

Joie Alexander, 1930 Seclusion Dr. Port Orange, FL 32128, 386-295-0983

Lonnie Wilson, 1279 Humphrey Blvd. Deltona, FL 32738, 386-956-1504

Greg Roberts, Address exempt- LEO, 386-561-8785

#### Additional Information or Comments

I enjoy making the children of our city happy. One way that I do this is by creating a very large computer controlled Christmas light show. Last year my display won the Holiday Parade of Homes contest. In addition to the show, I present the children with small presents and candy canes. Getting to see the joy, awe, and smiles on their faces is the reason I do it every year.

I declare the foregoing facts to be true, correct, and complete.

I agree

Applied May 27, 2014

City Clerk's Office Use:  
 App'd. to: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Other Boards of Interest/Date Contacted:  
 \_\_\_\_\_  
 \_\_\_\_\_

City of Deltona  
 Citizen Board/Committee Application

Name of Board/Committee: Any  
Planning & Development  
or Parks & Rec.

1. Personal Information:

Name: WALLACE H. THURSTON  
 Address: 608 Saxon Blvd  
 City: DELTONA Zip: 32725 # Years: 14 District: \_\_\_\_\_  
 Telephone #: (386) 957-7957 Are you a registered voter? Yes Yes No \_\_\_\_\_  
 E-mail Address: PROPERTY SHOWCASE INC @ AOL.COM  
 Employer: PROPERTY SHOWCASE INC # years: 25  
 Address: COALITION AGAINST HUNGER 608 Saxon Blvd Deltona 32725 5 yrs  
 Telephone #: (386) 957-7957 Position: Planning & Zoning of Parks Rec

Summarize your work experience: STATE CERTIFIED GENERAL CONTRACTOR SINCE 1970  
LE REAL ESTATE SALES ASSOCIATE SINCE 1972 - ADM COALITION AGAINST HUNGER  
MEMBER FOR 5 yrs.

2. Education:

School	Years	Degree
STETSON UNIVERSITY	4	BBA
OXFORD UNIVERSITY YEAR ABROAD	1	BBA

3. Volunteer, Civic, Professional & Other Activities:

a. List any volunteer service organizations, clubs or professional societies you are a member of and give the positions or titles you have held.

President Home Builders Assoc. 1978 - WASHINGTON  
DC Board of Directors COALITION AGAINST HUNGER  
INVOLVED WITH DELTONA SPICE ST BIRTHDAY - WORK FOR  
FRACKER BROTHERS CONSTRUCTION EARLY 1970S

b. Have you ever served on a committee or advisory board? If so, give the details, including any positions held.

WASHINGTON DC COMMITTEE FOR CHILD ADVISORY BOARD

c. Have you ever held public office? If so, give the details, including the offices involved, whether elected or appointed, and the length of service.

NO.

4. Reasons for serving:

- a. Describe any additional knowledge, skill, education or experience you have, which would assist you in the duties of this Board/Committee.

CONSTRUCTION PLANNING FOR SEVERAL CITIES IN DC AREA  
INCLUDING WOODSTOCK - FRONT ROYAL - LAUDER COUNTY

- b. Explain why you want to serve on this Board/Committee, and include any particular potential contribution your selection would bring.

I NOW HAVE THE TIME TO DEVOTE MY EXPERTISE TO  
WORK WITH THE CITY OF DELTONA IN ITS FUTURE GROWTH.

5. Miscellaneous:

- a. Potential conflict of interest: Do you do business, or are you engaged in the management of any business enterprise that has a financial interest with the City of Deltona? Please give details, including the name of the enterprise, the nature of the business, and the position you hold.

NR

- b. Have you ever been convicted for violation of any federal, state, county or municipal law, regulation or ordinance? If so, give details. Do not include traffic violations or fines of \$100 or less that were imposed, unless it also included a jail sentence.

NR

6. References:

List names, addresses and telephone numbers of at least three persons who are in a position to comment on your qualifications and of whom inquiry may be made by the City of Deltona.

1. George Travato ~~Boy~~ & Principle Legal Services 386-9906
2. Wayne Rodgers CEO Coalition Against Hunger DC
3. Curt Johnson Delray Businessman Corporate Planner

7. Additional information or comments:

FOR MAYOR - CAMPAIGN HQ IN MY BOILER ROOM  
IN DELRAY  
MY EXPERIENCE WORKING WITH CHUCK MCCARTHY DELTONA  
CORP IN EARLY DEVELOPMENT OF DELTONA. EXTENSIVE  
KNOWLEDGE OF PLANNING AND DEVELOPING MAJOR  
REAL ESTATE VENTURES. FRONT ROYAL PARKS SERVICE - 70%

I DECLARE THE FOREGOING FACTS TO BE TRUE, CORRECT AND COMPLETE.

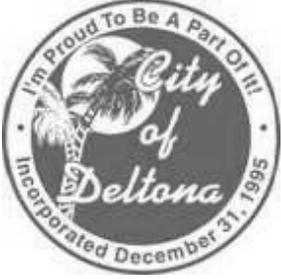
Signature

Date

Return completed application to:

City of Deltona ♦ City Clerk's Office ♦ 2345 Providence Blvd. ♦ Deltona, FL 32725

\*\* Please note that the City Clerk's Office keeps applications active for 6 months from the date of receipt if you are not chosen to fill the Board/Committee vacancy. If within that 6 months you wish to be considered for another Board/Committee vacancy other than the Board originally applied for, you must contact the City Clerk's Office at (386) 561-2100 and request your application be pulled for consideration. After 6 months, a new application must be submitted.



## AGENDA MEMO

**TO:** Mayor & City Commission                      **AGENDA DATE:** 7/21/2014  
**FROM:** William D. Denny, City Manager              **AGENDA ITEM:** 10 - C  
**SUBJECT:** Selection of Interim City Manager.

**LOCATION:**

N/A

**BACKGROUND:**

At the Commission Workshop held on Monday, July 14, 2014 the City Commission ranked all twelve applicants for Interim City Manager and narrowed them down to the following four (4) applicants: Dale Baker, Lyndon Bonner, Gary Shimun and Howard Tipton. The City Commission will conduct one on one interviews and an interview with the whole Commission as a body on Monday, July 21, 2014 between 10:00 a.m. and 2:00 p.m. The City Commission at their regular City Commission Meeting Monday, July 21, 2014 at 6:30 p.m. will rank and select an Interim City Manager.

**ORIGINATING DEPARTMENT:**

City Clerk's Office

**SOURCE OF FUNDS:**

N/A

**COST:**

N/A

**REVIEWED BY:**

City Manager

**STAFF RECOMMENDATION PRESENTED BY:**

City Manager William D. Denny - That the Commission rank and select an Interim City Manager and direct staff to negotiate a contract.

**POTENTIAL MOTION:**

"I move to appoint \_\_\_\_\_ as the Interim City Manager and direct staff to negotiate a contract."

**AGENDA ITEM APPROVED BY:**

---

William D. Denny, City Manager