



# City of Deltona

**REGULAR CITY COMMISSION MEETING**  
**MONDAY, JUNE 2, 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**

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**AGENDA**

- 1. CALL TO ORDER:**
- 2. ROLL CALL – CITY CLERK:**
- 3. INVOCATION AND PLEDGE TO THE FLAG:**
  - A. Invocation Presented by Commissioner Denizac - Reverend Saul Maldonado.**
- 4. APPROVAL OF MINUTES & AGENDA:**
  - A. Approval of Minutes - Regular City Commission Meeting of May 19, 2014.**
  - B. Additions or Deletions to Agenda.**
- 5. PRESENTATIONS/AWARDS/REPORT:**
  - A. Presentation to students who reside in Deltona and are 2014 Medallion of Excellence recipients, Salutatorians, and Valedictorians.**

**B. Presentation - Super Star Student of the Month Certificates for May 2014.**

**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. Ordinance No. 09-2014, Saxon Plaza Business Planned Unit Development (BPUD), RZ14-004, at first reading.**

**B. Ordinance No. 16-2014, Creating a new Article IX, Chapter 2 of the Code of Ordinances, Pertaining to Sanctions for Charter Violations.**

**9. OLD BUSINESS:**

**10. NEW BUSINESS:**

**A. Request to sunset the Charter Review Committee.**

**B. Request for approval of Mr. Denny's proposed extended City Manager employment agreement.**

**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:** 6/2/2014  
**FROM:** William D. Denny, City Manager            **AGENDA ITEM:** 3 - A  
**SUBJECT:** Invocation Presented by Commissioner Denizac - Reverend Saul Maldonado.

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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:** 6/2/2014  
**FROM:** William D. Denny, City Manager            **AGENDA ITEM:** 4 - A  
**SUBJECT:** Approval of Minutes - Regular City Commission Meeting of May 19, 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 Clerk
<b>STAFF RECOMMENDATION PRESENTED BY:</b>	City Clerk Joyce Raftery - To approve the minutes of the Regular City Commission Meeting of May 19, 2014.
<b>POTENTIAL MOTION:</b>	"I move to approve the minutes of the Regular City Commission Meeting of May 19, 2014."
<b>AGENDA ITEM APPROVED BY:</b>	<hr/> William D. Denny, City Manager
<b>ATTACHMENTS:</b>	<ul style="list-style-type: none"><li>• Minutes of May 19, 2014</li></ul>

**CITY OF DELTONA, FLORIDA  
REGULAR CITY COMMISSION MEETING  
MONDAY, MAY 19, 2014**

1 A Regular Meeting of the Deltona City Commission was held on Monday, May 19, 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 6:30 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	Present
13	Commissioner	Zenaida Denizac	Present
14	Commissioner	Fred Lowry	Present
15	Commissioner	Chris Nabicht	Present
16	Commissioner	Nancy Schleicher	Present
17	City Manager	Dave Denny	Present
18	City Attorney	Becky Vose	Present
19	City Clerk	Joyce Raftery	Present

20  
21 Also present: Planning and Development Services Director Chris Bowley; Public Works Director  
22 Gerald Chancellor; Economic Development Manager Jerry Mayes; Deputy City Manager Dale  
23 Baker; and VCSO Captain Dave Brannon.

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

26  
27 Invocation Presented by Mayor Masiarczyk.

28  
29 The National Anthem was sung by members of the singing group Harmony.

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

32  
33 **A. Minutes:**

34  
35 **1. Approval of Minutes – Regular City Commission Meeting of May 5, 2014.**

36  
37 **Motion by Commissioner Schleicher, seconded by Vice Mayor Herzberg to approve the minutes**  
38 **of the Regular City Commission Meeting of May 5, 2014.**

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

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

45  
46 City Manager Dave Denny requested to pull Agenda Item 10-A to be rescheduled for a future  
47 Workshop so staff can prioritize some of the road projects that they want to fund and to obtain  
48 Commission approval before looking at bond refinancing.

1 Commissioner Denizac stated that she appreciates Mr. Denny's recommendation to pull Agenda Item  
2 10-A, when the issue comes up for discussion at a workshop that it would be good to have a plan of  
3 action, and to prioritize the projects that staff has in mind.  
4

5 **5. PRESENTATIONS/AWARDS/REPORTS:**  
6

7 **A. Progress Report on the construction of the Eastern Water Reclamation Facility.**  
8

9 Public Works Director Gerald Chancellor gave a brief update on the construction of the Eastern Water  
10 Reclamation Facility and extended an invitation to the Commission to tour the facility.  
11

12 **6. PUBLIC FORUM – Citizen comments for items not on the agenda.**  
13

14 a) Jennifer Florida, 759 Manchester Avenue, stated that there is a half marathon scheduled for  
15 Sunday, June 8, 2014, starting at 6:30 a.m., that a portion of the route will be along a paved trail running  
16 along Courtland Boulevard in Deltona, all costs are being handled by Final Race Management, the  
17 event will bring anywhere from 600 – 700 runners through Deltona, and she thanked the City of  
18 Deltona for supporting the event without having to make any monetary donations.  
19

20 Vice Mayor Herzberg asked how the planning was going for the upcoming Pink Feet race, and Mrs.  
21 Florida replied she just attended a Pink Feet race meeting, the route has been changed to possibly start  
22 at the Winn Dixie on the corner of Courtland Boulevard and Doyle Road, and next is to meet with the  
23 Volusia County Sheriff's Office to discuss the new route.  
24

25 Commissioner Schleicher thanked Mrs. Florida for organizing a portion of the race through Deltona, for  
26 providing the City the opportunity to showcase Deltona trails, and to expect Councilwoman Pat Northey  
27 to be one of the race participants.  
28

29 b) Daniel Dudley, 1089 Pearl Tree Road, thanked Commissioners Barnaby, Denizac and Lowry,  
30 for supporting Sterling Park residents over the last six (6) months, staff's prompt attention, detail,  
31 courtesy, and willingness to sit down and discuss issues all of the details over the rezoning issue, he  
32 thanked Vice Mayor Herzberg for voting from the heart for the lesser of two (2) evils, there being  
33 individuals that still want to fight the rezoning, but he is not among them, and he asked when a project  
34 does come in, if a small center median could be placed on Sterling Silver Boulevard near the last  
35 entrance to the planned Fish Memorial medical facility.  
36

37 Mayor Masiarczyk replied that since the rezoning portion is now concluded that Mr. Dudley could get  
38 with Planning and Development Services Director Chris Bowley and make suggestions for the final site  
39 plan.  
40

41 Mr. Dudley stated that staff in attendance on both sides of the Chambers are an asset to the City of  
42 Deltona, he believes the project will move forward, and he is still proud to be a part of Deltona.  
43

44 c) Zachery Homes, 3233 Kayhill Drive, and Landry Gunter, 2072 Blanton Street, from the Deltona  
45 Senior Future Farmers of America (FFA), Agricultural Issues Team, discussed the controversial side of  
46 Florida's panther repopulation plan and its effect on Florida's agricultural issues.  
47

48 **7. CONSENT AGENDA:** None.  
49

1 **8. ORDINANCES AND PUBLIC HEARINGS:**

2  
 3 **A. Public Hearing - Resolution No. 2014-03, Vacation of certain lots and rights-of-way in**  
 4 **the Davis Park 3rd Addition Subdivision MB 18, Page 117.**

5  
 6 Planning and Development Services, Assistant Director Ron Paradise provided an overview of the  
 7 intent of the request to vacate the vintage 1920s plats, lots and rights-of-way in Davis Park 3<sup>rd</sup>  
 8 Addition Subdivision to revert the property back to raw acreage.

9  
 10 The Commission and staff discussed the benefits of unified development, Deltona yielding tax  
 11 benefits in the future, and the location of the property on Howland Boulevard.

12  
 13 Mayor Masiarczyk opened and closed the public hearing as there were no public comments.

14  
 15 **Motion by Commissioner Schleicher, seconded by Vice Mayor Herzberg to adopt Resolution**  
 16 **No. 2014-03, vacating certain lots and rights-of-way associated with the Davis Park 3<sup>rd</sup>**  
 17 **Addition Subdivision, as described.**

18  
 19 Mayor Masiarczyk read the title of Resolution No. 2014-03.

20  
 21 **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELTONA, VOLUSIA**  
 22 **COUNTY FLORIDA, VACATING VARIOUS BLOCKS, LOTS, AND RIGHTS OF WAY IN**  
 23 **THE DAVIS PARK 3<sup>RD</sup> ADDITION SUBDIVISION AS RECORDED IN MAP BOOK 18,**  
 24 **PAGE 117 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LOCATED**  
 25 **NORTH OF THE INTERSECTION OF GRAVES AV. AND HOWLAND BLVD. IN THE**  
 26 **DELTONA ACTIVITY CENTER, PROVIDING FOR CONFLICTS, SEVERABILITY**  
 27 **PROVIDING AN EFFECTIVE DATE.**

28  
 29 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;**  
 30 **Commissioner Denizac, For; Commissioner Lowry, For; Commissioner Nabicht, For;**  
 31 **Commissioner Schleicher, For; Vice Mayor Herzberg, For; and Mayor Masiarczyk, For.**

32  
 33 Resolution No. 2014-03 was adopted at 7:02 p.m.

34 **B. Public Hearing - Resolution No. 2014-04, proposed vacation of certain lots and rights-**  
 35 **of-way associated with the Davis Park 5<sup>th</sup> Addition Subdivision, MB 18, PG 147.**

36 Planning and Development Services, Assistant Director Ron Paradise provided an overview of the  
 37 intent of the request to vacate lots and rights-of-way in Davis Park 5<sup>th</sup> Addition Subdivisions to  
 38 revert the 36 acre tier of lots back to raw acreage, and what has been planned to provide ingress and  
 39 regress access for all property owners.

40  
 41 Mayor Masiarczyk opened the public hearing.

42  
 43 Mr. Paradise displayed a map of the planned vacation of the lots and planned easement and provided an  
 44 overview of the planned requests to vacate and the ingress and regress access plan to residents in  
 45 attendance at the Commission meeting.

1 Kristofer Beatty, 2876 Forest Edge Drive, stated that economic development in his area is inevitable  
2 and is needed in Deltona and he requested more upscale development in the area to support well-paying  
3 jobs and to provide a nice entrance to the City.  
4

5 Mike Elliott, 2840 Forest Edge Drive, stated that he lives on a dead end street, has concerns with traffic  
6 in the area, he is not against development, there are already traffic problems in the area, the street is a  
7 main access to a local high school, resident safety in the area is a concern, he requested the City  
8 carefully plan for future development in the area, and he voiced his concerns with putting a road into a  
9 well-established urban area.  
10

11 Vice Mayor Herzberg asked what the current zoning was for the area and Mr. Paradise replied that it is  
12 currently zoned as mostly agriculture, although it is in the Activity Center and eligible for urban type  
13 development.  
14

15 Eileen Beatty 2876 Forest Edge Drive, stated that she has concerns with the planned right-of-way  
16 access road possibly going through her house.  
17

18 Mr. Paradise provided Mrs. Beatty an overview of the planned road and he stated that it would be a  
19 positive thing to approve the request to vacate because it would deter any future road plans from  
20 considering a route through her property.  
21

22 Bill Barfield from Wheatley & Barfield PA, representing the applicant stated that he would be available  
23 after the meeting to answer any concept questions that residents may have.  
24

25 Mayor Masiarczyk closed the public hearing.  
26

27 **Motion by Commissioner Nabicht, seconded by Commissioner Lowry to adopt Resolution No.**  
28 **2014-04, vacating certain lots and rights-of-way associated with the Davis Park 5<sup>th</sup> Addition**  
29 **subdivision, as described.**  
30

31 Mayor Masiarczyk read the title of Resolution No. 2014-04.  
32

33 **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELTONA, VOLUSIA**  
34 **COUNTY FLORIDA, VACATING VARIOUS BLOCKS, LOTS AND RIGHTS OF WAY IN**  
35 **THE DAVIS PARK 5<sup>TH</sup> ADDITION SUBDIVISION AS RECORDED IN MAP BOOK 18**  
36 **PAGE 147 OF THE PUBLIC RECORDS VOLUSIA COUNTY, FLORIDA, LOCATED**  
37 **NORTH OF THE INTERSECTION OF GRAVES AV. AND HOWLAND BLVD. IN THE**  
38 **DELTONA ACTIVITY CENTER, PROVIDING FOR CONFLICTS, SEVERABILITY**  
39 **PROVIDING AN EFFECTIVE DATE.**  
40

41 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;**  
42 **Commissioner Denizac, For; Commissioner Lowry, For; Commissioner Nabicht, For;**  
43 **Commissioner Schleicher, For; Vice Mayor Herzberg, For; and Mayor Masiarczyk, For.**  
44

45 Resolution No. 2014-04 was adopted at 7:11 p.m.  
46

47 **C. Public Hearing - Resolution No. 2014-05, proposed vacation of certain lots and rights-**  
48 **of-way associated with the Yourlando Farms and Groves Subdivision, MB 10, PGS 227**  
49 **through 228.**

1  
 2 Planning and Development Services, Assistant Director Ron Paradise provided an overview of the  
 3 intent of the request to vacate lots and rights-of-way in Davis Park 5th Addition Subdivisions to  
 4 revert the property back to raw acreage.

5  
 6 Mayor Masiarczyk opened the public hearing.

7  
 8 Thomas Dockery, 2749 Thornberry Court, asked if any of the five (5) acre lots in the area were ever  
 9 sold and what would happen to the lots, and Mr. Paradise replied “yes”, but that through the years  
 10 the lots were purchased back, and that all of the lots are owned by the applicant.

11  
 12 Mayor Masiarczyk closed the public hearing.

13  
 14 **Motion by Commissioner Schleicher, seconded by Vice Mayor Herzberg to adopt Resolution**  
 15 **No. 2014-05, vacating certain lots and rights-of-way associated with the Yourlando Farms and**  
 16 **Groves subdivision, as described.**

17  
 18 Mayor Masiarczyk read the title of Resolution No. 2014-05.

19  
 20 **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELTONA, VOLUSIA**  
 21 **COUNTY FLORIDA, VACATING VARIOUS BLOCKS, LOTS AND RIGHTS OF WAY IN**  
 22 **THE YOURLANDO FARMS AND GROVES SUBDIVISION AS RECORDED IN MAP**  
 23 **BOOK 10 PAGES 227-228 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY,**  
 24 **FLORIDA, LOCATED NORTH OF THE INTERSECTION OF GRAVES AV. AND**  
 25 **HOWLAND BLVD. IN THE DELTONA ACTIVITY CENTER, PROVIDING FOR**  
 26 **CONFLICTS, SEVERABILITY PROVIDING AN EFFECTIVE DATE.**

27  
 28 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;**  
 29 **Commissioner Denizac, For; Commissioner Lowry, For; Commissioner Nabicht, For;**  
 30 **Commissioner Schleicher, For; Vice Mayor Herzberg, For; and Mayor Masiarczyk, For.**

31  
 32 Resolution No. 2014-05 was adopted at 7:19 p.m.

33  
 34 **9. OLD BUSINESS:** None.

35  
 36 **10. NEW BUSINESS:**

37  
 38 **A. Request for approval to authorize Staff, the City’s Financial Advisor, and Financing**  
 39 **Team to move forward with the advance refunding of its outstanding Transportation Capital**  
 40 **Improvement Revenue Bonds, Series 2006. The refunding bonds will provide for additional**  
 41 **transportation proceeds while keeping the debt service payments at its current level.**

42  
 43 Item was pulled from the agenda by the City Manager.

44  
 45 **B. Request for approval of Lake Baton Estates Use Agreement for Meadowlark Drive.**

46  
 47 Planning and Development Services, Planning Manager Tom Pauls provided an update on the  
 48 request of the Lake Baton Estates Use Agreement for Meadowlark Drive with DR Horton.

1 Mayor Masiarczyk asked if the property to be maintained in perpetuity was in the Use Agreement,  
 2 and Mr. Pauls replied “no”, that he believed it to be a 25 year horizon clause that can be  
 3 reconsidered at the end of 25 years, can be terminated by either party at that time, and if not  
 4 reconsidered then it would be automatically renewed.

5  
 6 Mayor Masiarczyk opened and closed the public hearing as there were no public comments.

7  
 8 **Motion by Commissioner Schleicher, seconded by Commissioner Barnaby to approve the Lake**  
 9 **Baton Estates Use Agreement for Meadowlark Drive, as provided.**

10  
 11 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;**  
 12 **Commissioner Denizac, For; Commissioner Lowry, For; Commissioner Nabicht, For;**  
 13 **Commissioner Schleicher, For; Vice Mayor Herzberg, For; and Mayor Masiarczyk, For.**

14  
 15 **C. Consideration of appointment of seven (7) members to the William S. Harvey Deltona**  
 16 **Scholarship Advisory Board.**

17  
 18 **Motion by Commissioner Schleicher, seconded by Vice Mayor Herzberg to confirm all the**  
 19 **Commission member's re-appointments with a term to expire on May 31, 2015 to the William**  
 20 **S. Harvey Deltona Scholarship Advisory Board.**

21  
 22 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;**  
 23 **Commissioner Denizac, For; Commissioner Lowry, For; Commissioner Nabicht, For;**  
 24 **Commissioner Schleicher, For; Vice Mayor Herzberg, For; and Mayor Masiarczyk, For.**

25  
 26 **D. Consideration of appointment of seven (7) members to the Economic Development**  
 27 **Advisory Board.**

28  
 29 **Motion by Commissioner Barnaby, seconded by Commissioner Denizac to confirm the**  
 30 **Commission member's appointments of Jean Armstrong and Beverly Spitz, and re-**  
 31 **appointments of current board members Tanya Boggs, Roy Brady, Joe Cerrato, Rick**  
 32 **Demeter, and George Voll with a term to expire on May 31, 2015 to the Deltona Economic**  
 33 **Development Advisory Board.**

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

38  
 39 **11. CITY ATTORNEY COMMENTS:** None.

40  
 41 **12. ACTING CITY MANAGER COMMENTS:**

42  
 43 Mr. Denny stated the City has received an offer from RTC Development, who is under contract to  
 44 purchase the Dupont Lakes property, to purchase the property on Howland Boulevard that houses  
 45 Fire Station 63 for \$610,000, and RTC Development has until August 15, 2014 to reply back to the  
 46 City on the DuPont Lakes property. He asked if the Commission would like to have an appraisal  
 47 done on the property that houses Fire Station 63.

48  
 49 The Commission and staff discussed not being able to build a fire station for \$610,000 thousand  
 10  
 Item 4A

1 dollars, the pros and cons of relocating Fire Station 63 for a cash sale, the possibility of having an  
 2 appraisal done on the property, having staff determine if there is available property in the area for a  
 3 new fire station and the lack of available property in the area, and not even looking at relocating Fire  
 4 Station 63 because of its very strategic location to provide rapid emergency services for residents.  
 5

6 **After discussion, the Commission concurred not to have an appraisal conducted, and not to**  
 7 **entertain an offer to purchase the property that Fire Station 63 is housed on at this time.**  
 8

9 **A. Lobbyist Update:**

10  
 11 Mr. Denny stated it looks very positive that Deltona will receive the \$550,000 dollar grant from  
 12 Tallahassee that was worked on by Deltona's lobbyist and Representative David Santiago.  
 13

14 **13. CITY COMMISSION COMMENTS:**

15  
 16 a) Commissioner Lowry stated the annual Enterprise BBQ and Fish Fry held last Saturday was  
 17 awesome and lots of fun, he attended Halifax Health's ribbon cutting last Thursday, and his campaign is  
 18 going well.  
 19

20 b) Commissioner Schleicher stated even rain did not deter attendance at the Halifax Health ribbon  
 21 cutting nor the ground breaking at Harris Saxon, and that last Sunday she, Commissioner Denizac and  
 22 Vice Mayor Herzberg attended the women in politics event held at the Stuart Memorial Church in  
 23 Daytona Beach honoring all women in politics, that Memorial Day is on Monday, and she hopes  
 24 everyone will attend the memorial service at Deltona Veterans Memorial Park.  
 25

26 c) Commissioner Nabicht stated that several residents have voiced concerns about the growth of  
 27 hydrilla weeds in Big Lake off Doyle Road, he addressed the negative aspects of the various ways to get  
 28 rid of the weeds, and he ask Mr. Denny to coordinate with the County to see what some of the options  
 29 are that the County or the Fish and Wildlife Service could recommend to alleviate the problem.  
 30

31 d) Commissioner Denizac stated that she was contacted by a group of distraught business owners in  
 32 District 1 to attend a meeting concerning Deltona's fire inspection process and fee schedule, she has  
 33 discussed the issue with the City Manager, the issue has the potential of bringing another black eye to  
 34 the City, the group is serious with very strong statements, and the need for the Commission to look at  
 35 the issue before it escalates. She suggested Mr. Denny put together information on the fire inspection  
 36 process and fees as soon as possible, and to schedule the issue for review at an upcoming workshop.  
 37

38 Vice Mayor Herzberg discussed the possibility of establishing a business advisory board to bring  
 39 issues and topics to the Commission's attention from the business community.  
 40

41 Commissioner Denizac discussed the difference brought to her attention by the group between Volusia  
 42 County fire inspection services and Deltona's fire inspection services and she stated the Commission  
 43 needed to proactively address the issue.  
 44

45 **After discussion, the Commission concurred to schedule a workshop to discuss the issue.**  
 46

47 Commissioner Denizac stated that the women in politics service held in Daytona Beach was both a  
 48 pleasure and honor to attend, it was a very pleasant event, a phrase from the main speaker that stood out  
 49 was "where there is a will, there is a woman", she congratulated Vice Mayor Herzberg who will be

1 honored this week as the Elected Official of the Year, she discussed getting an answer from the County  
2 if there is enough water capacity in Deltona North to support economic development in the 472 area,  
3 and she requested a progress report from Deltona's lobbyist on how Deltona did in the legislative  
4 session, a summary of successes and failures and the direct benefit to Deltona for having a lobbyist.  
5

6 e) Commissioner Barnaby thanked those in attendance, that it is graduation season and he  
7 commended all of Deltona's graduates, he was proud to represent the City for the award of William S.  
8 Harvey scholarships in DeLand, he commended Vice Mayor Herzberg for being selected as Elected  
9 Official of the Year, and being proud to call her and all members of the Commission his friends. He  
10 commended local business owner Wallace Calhoun, the owner of the Deltona Hills Golf and Country  
11 club, which is one of the oldest businesses in Deltona for promising to bring the Deltona Country Club  
12 up another notch, and that it was good to see people coming from all over Florida to play at Deltona's  
13 golf course.  
14

15 f) Vice Mayor Herzberg stated the River of Lakes Heritage Corridor website is awesome, work is  
16 being done on showcasing all of the cities along the corridor including Deltona, the Volusia Council of  
17 Government (VCOG) and Volusia League of Cities (VLC) meeting and the VLC and VCOG Executive  
18 Board meeting were very positive, and the groups are looking at combining the two (2) entities, with a  
19 possible name of the "Volusia League", which would be governed by the Sunshine Law. She asked  
20 about the Charter amendments due date to the Volusia County Supervisor of Elections (VCSOE), and  
21 City Clerk Joyce Raftery replied that she had just attended a City Clerk Workshop at the VCSOE office  
22 and was told the due date for charter amendment questions is September 2, 2014 for the November  
23 ballot.  
24

25 Vice Mayor Herzberg distributed a suggested revision to the Commission salary Charter amendment  
26 question, and briefly discussed the suggested change. Mayor Masiarczyk asked Commissioners to  
27 provide input concerning the provided Charter amendment question to the City Manager.  
28

29 g) Mayor Masiarczyk discussed upcoming Memorial Day events; on Sunday, May 25, 2014 at 2:00  
30 p.m. at Veterans Memorial Park is a non-denomination church service, on Monday at the Deltona  
31 Memorial Gardens on Saxon Boulevard starting at 10:00 a.m.+ in the morning with the museum  
32 opening immediately following the event, Deltona lost another pioneer this past week when Ken Taylor  
33 passed away and he extended sympathies to the family, the Halifax ribbon cutting was a great event  
34 which was attended by many East side officials, he thanked the Kiwanis Club for its work at Harris  
35 Saxon Park in putting a ten (10) station fitness area in for children, the Enterprise BBQ was a great  
36 event and the Enterprise museum being almost ready to open.  
37

38 Vice Mayor Herzberg thanked Commissioners past and present, staff and former Commissioner Herb  
39 Zischkau for their help and support, which made it possible for her to be recognized as Elected Official  
40 of the Year.  
41

#### 42 **14. ADJOURNMENT:**

43  
44 There being no further business, the meeting adjourned at 7:56 p.m.  
45  
46  
47  
48  
49

City of Deltona, Florida  
Regular City Commission Meeting  
May 19, 2014  
Page 9 of 9

**John Masiarczyk Sr., Mayor**

1  
2  
3  
4  
5  
6  
7  
8

**ATTEST:**

---

**Mitch Honaker, Deputy City Clerk**



## AGENDA MEMO

**TO:** Mayor & City Commission                      **AGENDA DATE:** 6/2/2014  
**FROM:** William D. Denny, City Manager            **AGENDA ITEM:** 5 - A  
**SUBJECT:** Presentation to students who reside in Deltona and are 2014 Medallion of Excellence recipients, Salutatorians, and Valedictorians.

**LOCATION:**

N/A

**BACKGROUND:**

Certificate presentation to area school students who live in Deltona and are 2014 Medallion of Excellence recipients, Salutatorians and Valedictorians.

Medallion of Excellence Recipients: This highly-competitive, annual Medallions of Excellence Awards program, sponsored by The Daytona Beach News-Journal, recognizes outstanding achievements by high school seniors in Volusia and Flagler County. Award recipients are well-rounded students who not only maintain academic scholarship, but who also excel in extracurricular and community activities in areas including, but not limited to, the arts, sports, volunteerism and/or leadership.

THIS YEAR'S MEDALLION OF EXCELLENCE RECIPIENTS FROM DELTONA ARE:

Maria Rodriguez, Atlantic High School  
Brenna Calhoun, Deltona High School  
Eric Duran, Deltona High School  
Megan Ginn, Deltona High School  
Barbara Sanchez, Deltona High School  
Caterina Duffy, Pine Ridge High School  
Alejandra Morales, Pine Ridge High School  
Dakota Stanford, Pine Ridge High School  
Katie Adams, University High School  
Joseph Pizza, University High School

Salutatorians: The selection of school salutatorian is based upon the student with the second highest GPA. The student with the second highest academic rank in a class delivers the salutatory address at their school's graduation exercises and introduces the valedictorian. The term "Salutatorian" comes from the Latin phrase "salutatorius," pertaining to

visiting or to greeting.

THIS YEAR'S SALUTATORIANS FROM DELTONA ARE:

Megan Ginn, Deltona High School  
Danielle Tressler, Pine Ridge High School  
Trinity Christian Academy - TBA

Valedictorians: A school's valedictorian is based upon the student who has the highest GPA. This student is representative of the graduating class as a whole. The term "Valedictorian" comes from the Latin phrase, "vale dicere," which means, "to say farewell." A Valedictorian address is considered the final farewell to classmates and educators at an educational institution, and usually includes words of farewell, nostalgia, thanks, and inspiration.

THIS YEAR'S VALEDICTORIANS FROM DELTONA ARE:

Barbara Sanchez, Deltona High School  
Charlinne Rivera, Pine Ridge High School  
Trinity Christian Academy, TBA

**ORIGINATING DEPARTMENT:**

City Manager's Office

**SOURCE OF FUNDS:**

N/A

**COST:**

N/A

**REVIEWED BY:**

City Manager

**STAFF RECOMMENDATION PRESENTED BY:**

N/A - Presentation Only.

**POTENTIAL MOTION:**

N/A - Presentation Only.

**AGENDA ITEM APPROVED BY:**

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William D. Denny, City Manager



## AGENDA MEMO

**TO:** Mayor & City Commission                      **AGENDA DATE:** 6/2/2014  
**FROM:** William D. Denny, City Manager            **AGENDA ITEM:** 5 - B  
**SUBJECT:** Presentation - Super Star Student of the Month Certificates for May 2014.

**LOCATION:**

N/A

**BACKGROUND:**

Superstar Student of the Month awards for May 2014, will be presented to:

1. Deltona Lakes Elementary, Kevin Nguyen, 3<sup>rd</sup> Grade
2. Discovery Elementary, Devin Ramoutar, 3<sup>rd</sup> Grade
3. Enterprise Elementary, Victoria Sepulveda, 5<sup>th</sup> Grade
4. Friendship Elementary, Jaden D'Oleo, 5<sup>th</sup> Grade
5. Sunrise Elementary, Erika Foti, 5<sup>th</sup> Grade
6. Timbercrest Elementary, Isaiah Arias, 4<sup>th</sup> Grade
7. Galaxy Middle, Rachel Roemmelt, 8<sup>th</sup> Grade
8. Heritage Middle, Kaitlynn Farmer, 8<sup>th</sup> Grade
9. Deltona High, Emily Best, 12<sup>th</sup> Grade
10. Pine Ridge High, Danielle Gregory, 10<sup>th</sup> Grade

**ORIGINATING DEPARTMENT:**

City Manager'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:**

- Super Star Achievements

**Super Star Students Read File – May 2014 presented on June 2, 2014.**

Teacher	School	Student	Grade	Reading Comments on Student Achievements
Mrs. Castro	Deltona Lakes Elementary	Kevin Nguyen	3rd	<p>Kevin Nguyen, a 3<sup>rd</sup> grade student at Deltona Lakes Elementary School, is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> <li>• Academic excellence; he currently holds the highest grades in his entire class and has over 200 points on Reading Counts.</li> <li>• Kevin is a hard worker; he always strives to do his best and has excellent penmanship.</li> <li>• He is a role model, always follows the rules; he can be counted on to help other peers and the teacher. He is very well behaved and caring.</li> </ul>
Mrs. Cornelius	Discovery Elementary	Devin Ramoutar	3rd	<p>Devin Ramoutar, a 3<sup>rd</sup> grade student at Discovery Elementary School, is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> <li>• Academic excellence; he is very motivated and hard working.</li> <li>• He is honest and trustworthy.</li> <li>• Devin is well rounded and his teacher enjoys having him in her class.</li> </ul>
Mr. Patterson	Enterprise Elementary	Victoria Sepulveda	5th	<p>Victoria Sepulveda, a 5<sup>th</sup> grade student from Enterprise Elementary, is receiving a Super Star Certificate for being:</p> <ul style="list-style-type: none"> <li>• A strong leader in school.</li> <li>• Working tirelessly each day to strive for her best.</li> <li>• Victoria helps others while maintaining her standards of performance.</li> <li>• She constantly works to improve herself.</li> </ul>

Mrs. Watson	Friendship Elementary	Jaden D'Oleo	5th	<p>Jaden D'Oleo, a 5<sup>th</sup> grade student from Friendship Elementary, is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> <li>• Academic excellence; he is on the Honor Roll.</li> <li>• He is responsible, as demonstrated in his performance as a Safety Patrol. He shows initiative and kindness when he performs these duties.</li> <li>• Jaden helps others in class as a peer tutor. He leads others by showing a positive attitude and working hard.</li> </ul>
Mrs. Ahr	Sunrise Elementary	Erika Foti	5th	<p>Erika Foti, a 5<sup>th</sup> grade student from Sunrise Elementary School, is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> <li>• Being responsible; she is a Safety Patrol leader. She is often considered the go to Safety Patrol for teachers when they need help.</li> <li>• She goes above and beyond in being kind and helpful to others. Erika is a perfect academic partner as she is coaching her partner through questioning to help them have a deeper understanding. She is also always willing to share her thinking.</li> <li>• She is a hard worker and always completes her tasks.</li> <li>• Erika is very consistent with her academic work. She uses the life skill of perseverance when she is learning a new concept. Integrity is another life skill that exuberates through Erika. She is a leader and role model at our school.</li> </ul>

Mrs. Banta & Ms. Whitehead	Timbercrest Elementary	Isaiah Arias	4th	<p>Isaiah Arias, a 4<sup>th</sup> grade student from Timbercrest Elementary School, is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> <li>• Academic excellence; Isaiah shows extreme hard work and dedication. He has raised his reading unit grade 40 points since the start of the school year.</li> <li>• He is very eager to learn and always participates.</li> <li>• He is responsible and demonstrates this by being a part of the school leadership team.</li> <li>• Isaiah is a true friend and is always reliable.</li> <li>• He remains focused and is a great role model to others.</li> </ul>
Mrs. Brichler	Galaxy Middle	Rachel Roemmelt	8th	<p>Rachel Roemmelt, a 8<sup>th</sup> grade student from Galaxy Middle School is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> <li>• Consistently showing excellence in many areas of her life and is a model student in every way. She has been involved in after school activities, clubs, yearbook and band, and at the same time given her academics top priority and has excelled.</li> <li>• Rachel has arrived early at school every Friday morning and stayed late every Friday for three years straight in order to put up and take down the Galaxy school flags in front of the campus!</li> <li>• She is an excellent student, a kind and generous citizen, and truly has a heart of gold.</li> </ul>
Mr. Dunaway, Gifted/Advanced U.S. History	Heritage Middle	Kaitlynn Farmer	8th	<p>Kaitlynn Farmer, a 8<sup>th</sup> grade student from Heritage Middle School is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> <li>• Being an outstanding student in ALL her classes.</li> <li>• She has been a Heritage Middle School Brain Bowl team member for three years.</li> <li>• Kaitlynn led the 8<sup>th</sup> grade Brain Bowl team to a 2<sup>nd</sup> place victory in the county.</li> </ul>

LTC Moore-Lobban	Deltona High	Emily Best	12th	<p>Emily Best, a 12<sup>th</sup> grade student from Deltona High School is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> <li>• Excelling in every facet of the JROTC program. She planned, organized and executed a community service project to support homeless citizens of the Deltona area.</li> <li>• In April, in coordination with the FL Lutheran Home, Cadet Best provided volunteer service at a local soup kitchen, assisting the agency’s staff in food preparation, serving guests, and clean up. She was the lead planner, coordinator and organizer for this event; and solicited donations from JROTC students and parents in preparing care packages for this event.</li> <li>• Cadet Best organized a children’s book drive in support of JROTC’s service learning project “Read Across Deltona” program. The organization collected over 700 pre-school and elementary level children’s books through donations.</li> <li>• Her dedication, commitment and support to numerous community service and volunteer programs that support local Deltona citizens has been unmatched by any other student in the Deltona High JROTC program.</li> </ul>
Nicole Grebosz	Pine Ridge High	Danielle Gregory	10th	<p>Danielle Gregory, a 10<sup>th</sup> grade student from Pine Ridge High School, is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> <li>• Her time serving as a peer mentor to ESE students.</li> <li>• She is optimistic, encouraging, thoughtful, patient, and sensitive toward the needs of others.</li> <li>• Danielle is a positive influence on others.</li> </ul>



## AGENDA MEMO

**TO:** Mayor & City Commission                      **AGENDA DATE:** 6/2/2014  
**FROM:** William D. Denny, City Manager            **AGENDA ITEM:** 8 - A  
**SUBJECT:** Ordinance No. 09-2014, Saxon Plaza Business Planned Unit Development (BPUD), RZ14-004, at first reading.

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**LOCATION:**

The property is located at 2120 Saxon Boulevard, within the Saxon Plaza, at the southeast quadrant of Saxon Boulevard and Interstate 4.

**BACKGROUND:**

The City of Deltona received an application from the owner of lot 4 within the Saxon Plaza (f.k.a. Albertson's Plaza) to amend the Albertson's Plaza Business Planned Unit Development (BPUD) Development Agreement by adding "Daycare Center" to the BPUD list of permitted uses.

Volusia County approval of the Albertson's BPUD in 1991 was prior to the incorporation into the City. This Deltona icon has long been an established gateway facility with a variety of uses within the plaza. The most recent use for the suite proposed for daycare use was an internet cafe located at the southern end of the multi-tenant retail building. The applicant is requesting that "Daycare Center" be added to the list of permitted uses for the BPUD, in the case for this daycare, to allow for a facility that serves special needs children. Thus, staff is in support of the proposed BPUD amendment, based upon the following:

1. Daycare Center is a defined in Chapter 70-30 of the City's Code of Ordinances;
2. The addition of Daycare Center to the list of permitted uses for the BPUD will not diminish the functionality or viability of the plaza or the gateway characteristics of the property; and
3. The proposed daycare use helps ensure that the project governed by the BPUD does not become obsolete over time.

Finally, on May 21, 2014, the Planning and Zoning Board voted unanimously to recommend that the City Commission approve Ordinance No. 09-2014.

**ORIGINATING DEPARTMENT:**

Planning and Development Services

**SOURCE OF FUNDS:**

N/A

**COST:**

N/A

**REVIEWED BY:**

Planning Director and City Attorney

**STAFF RECOMMENDATION PRESENTED BY:**

Scott McGrath, City Planner, Planning & Development Services - Staff recommends approval of Ordinance No. 09-2014, an amendment to the Saxon Plaza Business Planned Unit Development (BPUD) that adds Daycare Center as a permitted use.

**POTENTIAL MOTION:**

“I hereby move to approve Ordinance No. 09-2014, an amendment to the Saxon Plaza Business Planned Unit Development (BPUD) that adds Daycare Center as a permitted use, at first reading and to schedule second and final reading for June 16, 2014.”

**AGENDA ITEM APPROVED BY:**

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William D. Denny, City Manager

**ATTACHMENTS:**

- Ordinance 09-2014
- Staff Report

**ORDINANCE NO. 09-2014**

**AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, AMENDING THE ALBERTSON'S PLAZA BUSINESS PLANNED UNIT DEVELOPMENT AGREEMENT PER ORDINANCE BOOK 3730 PAGES 3430-3444 FOR THE FOLLOWING PARCEL: LOT 4 ALBERTSONS MAP BOOK 46 PAGES 46-47, LOCATED AT 2120 SAXON BOULEVARD TOTALING APPROXIMATELY ±3.49 ACRES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City has received an application to amend the Albertsons's Plaza Business Planned Unit Development (BPUD) by adding "Daycare Center" to the list of permitted uses of the BPUD Development Agreement approved on September 12, 1991; and

**WHEREAS**, the City of Deltona, Florida, and its Land Planning Agency have complied with the requirements of Municipal Home Rule Powers Act, sections 166.011 et seq., Florida Statutes, in considering the proposed BPUD amendment; and

**WHEREAS**, after said public hearing, the City Commission of the City of Deltona, Florida, has determined that the Albertsons's Plaza BPUD will be amended to incorporate "Daycare Center" to the list of uses, and has further determined that said zoning action is consistent with the Comprehensive Plan of the City of Deltona, Florida.

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF DELTONA, VOLUSIA COUNTY, FLORIDA, AS FOLLOWS:**

**SECTION 1.** The Albertsons's Plaza BPUD located in the City of Deltona, Florida, is hereby amended to incorporate "Daycare Center" along with related conditions as a permitted principal use for the following property: Parcel# 8024-02-00-0040, Lot 4 Albertsons Map Book 46 Pages 46-47.

City of Deltona, Florida  
Ordinance No. 09-2014  
Page 2 of 3

**SECTION 2.** This Ordinance is adopted in conformity with and pursuant to the Comprehensive Plan of the City of Deltona, the Local Government Planning and Land Development Act, Sections 163.161 et. Seq., Florida Statutes, and the Municipal Home Rule Powers Act, Sections 166.011 et. seq., Florida Statutes.

**SECTION 3.** Conflicts. Any and all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

**SECTION 4.** Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

**SECTION 5.** Effective Date. This Ordinance shall become effective immediately upon its final passage and adoption.

**ADOPTED BY THE CITY COMMISSION OF THE CITY OF DELTONA,  
FLORIDA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014.**

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

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

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

**BY:** \_\_\_\_\_  
**JOHN C. MASIARCZYK, MAYOR**

City of Deltona, Florida  
Ordinance No. 09-2014  
Page 3 of 3

**ATTEST:**

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

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

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

# Memorandum

**To:** Planning and Zoning Board

**From:** Chris Bowley, AICP

**Date:** May 1, 2014

**Re:** Project No. RZ14-004, Amendment to the BPUD Development Agreement for the property known as Albertsons Plaza (a.k.a. Saxon Plaza) located at 2120 Saxon Blvd.

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## I. SUMMARY OF APPLICATION:

**APPLICANT:** Saxon Plaza, LLC.  
 C/O Kim C. Booker, Esq. Attorney at Law  
 1019 Town Center Drive Suite, 201  
 Orange City, FL 32763

**Request:** The City of Deltona Planning and Development Services Department has received an application to amend the Business Planned Unit Development (BPUD) Development Agreement of the Saxon Plaza property to allow a “Daycare Center” as a permitted principal use.

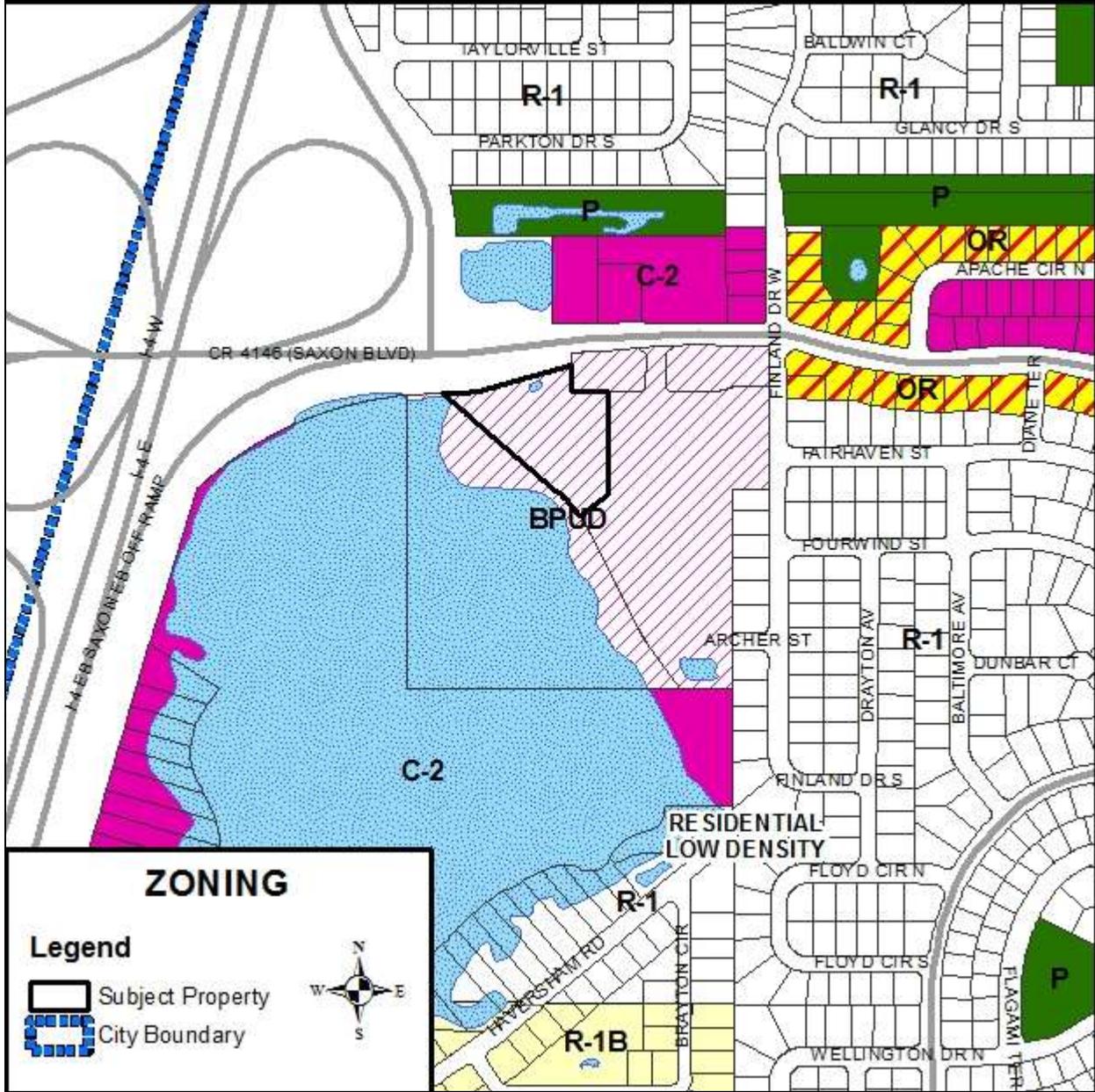
### A. SITE INFORMATION:

1. **Tax Parcel No.:** 8024-02-00-0040
2. **Property Addresses:** 2120 Saxon Boulevard
3. **Property Acreage:** ±3.49 Acres
4. **Property Location:** Located south and east of the Saxon/I-4 interchange, in the Saxon Plaza.
5. **Property Legal Description:** LOT 4 ALBERTSONS MAP BOOK 46 PAGES 46-47 PER ORDINANCE BOOK 4867 PAGE 1543; PER ORDINANCE BOOK 6858 PAGES 1398-1400.





Figure 2: Aerial Photo



**Figure 3: Existing Zoning**

**B. Existing Zoning:**

1. **Subject Property:**  
**Existing:** BPUD  
**Requested:** BPUD, Amending the Development Agreement
  
2. **Adjacent Properties**  
**North:** C-2, General Commercial

South: BPUD  
East: BPUD  
West: BPUD, & C-2, General Commercial

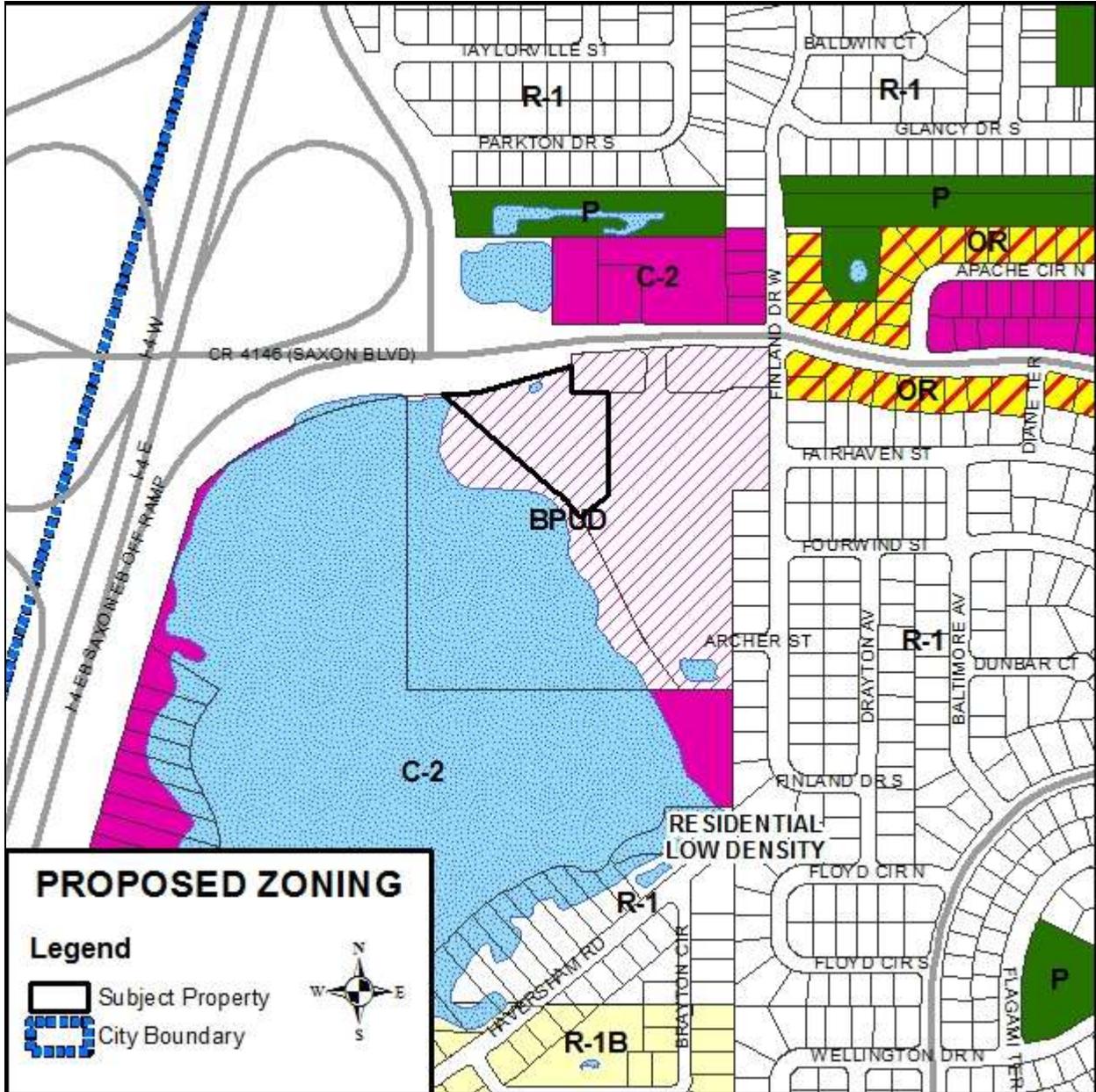


Figure 4: Proposed Zoning

### C. Proposed Zoning:

**Business Planned Unit Development (BPUD)** While the subject property owner has applied for a rezoning, the rezoning event is actually an amendment to the BPUD Development Agreement that establishes uses and other zoning perimeters for the Saxon Plaza property. The applicant is requesting the addition of “Daycare Center” to the list of permitted uses.

### D. Back Ground

The Saxon Plaza BPUD predates the incorporation of the City of Deltona, dating back to 1991. Formerly known as the Albertsons Plaza, this Deltona Icon has long been an established gateway facility. The applicant has asked that “Daycare facility for special needs children” be added to the list of uses. The City zoning code does not differentiate between special needs child daycare and other types of daycare. The addition of “Daycare Center” to the list of uses would be consistent with a daycare being a permitted principal use in the C-1 zoning. However, a Conditional Use Permit would be required for a daycare facility in the C-2 zoning. Staff believes that this use will not diminish the functionality or viability of the plaza or the gateway.

### E. Support Information

#### Public Facilities

- a. Potable Water: to be supplied by Deltona Water
- b. Sanitary Sewer: to be supplied by Deltona Water
- c. Fire Protection: City Fire Station 62
- d. Law Enforcement: Volusia County Sheriff’s Office (VCSO)
- e. Electricity: Duke Energy (FKA Progress Energy)

F. **Matters for Consideration** – Section 110-1101, Code of City Ordinances, states that the City shall consider the following matters when reviewing applications for amendments to the Official Zoning Map:

#### 1. Whether it is consistent with all adopted elements of the Comprehensive Plan.

The amended Development Agreement will not diminish the vision of the goals or the policies of the Comprehensive Plan. The proposed use would be orientated within the existing building.

**2. Its impact upon the environment or natural resources.**

The property is currently developed with a multiple unit retail plaza. Site modifications will have no impact on natural resources. The land is located on the Deland Ridge. The soil is predominately well drained Astatula Fine Sand. According to the February 2014 FEMA flood zone maps; the subject property is not located within the 100 year floodplain.

**3. Its impact upon the economy of any affected area.**

The proposed impact upon the local economy would be minimal.

**4. Notwithstanding the provisions of Article XIV of the Land Development Code, Ordinance No. 92-25 [Chapter 86, Code of Ordinances] as it may be amended from time to time, its impact upon necessary governmental services, such as schools, sewage disposal, potable water, drainage, fire and police protection, solid waste or transportation systems.**

- a. Schools: The Volusia County School Board staff has indicated that this rezoning will not affect local schools.
- b. Sewage Disposal: The site will be served by City sewer and capacity is available.
- c. Potable Water: Deltona Water will serve the site and sufficient potable water capacity is available.
- d. Drainage: At this time, no new impervious surfaces are planned. All site related stormwater runoff will be managed through the existing master planned system.
- e. Transportation Systems: Saxon Plaza is an existing commercial plaza and adding a Daycare Center to the list of permitted uses will do little to affect the flow of traffic.

Votran Transportation is available via bus route 23.

**5. Any changes in circumstances or conditions affecting the area.**

None.

**6. Any mistakes in the original classification.**

No known mistakes.

**7. Its effect upon the public health, welfare, safety or morals.**

Staff finds that the BPUD will have no negative effects on the public health, welfare, safety, or morals of the City.

**CONCLUSION/STAFF RECOMMENDATION**

Staff recommends that Ordinance No. 09-2014 be approved, adding Daycare Center to the BPUD Development Agreement list of permitted uses for the Saxon Plaza Property.



## AGENDA MEMO

**TO:** Mayor & City Commission      **AGENDA DATE:** 6/2/2014  
**FROM:** William D. Denny, City Manager      **AGENDA ITEM:** 8 - B  
**SUBJECT:** Ordinance No. 16-2014, Creating a new Article IX, Chapter 2 of the Code of Ordinances, Pertaining to Sanctions for Charter Violations.

**LOCATION:**

N/A

**BACKGROUND:**

A Workshop was held on Thursday, March 27, 2014 to discuss the Charter Review Committee's recommendations for Charter amendments. At that time the City Commission directed the City Attorney to develop an ordinance to address sanctions for violating the City Charter which was presented to the Commission at the Workshop held on April 14, 2014.

At the Workshop held on Monday, April 14, 2014 the City Attorney presented a draft ordinance as requested by the Commission. After review and discussion of the proposed ordinance the City Commission requested a Joint Meeting with the Charter Review Committee to obtain clarity on the intent of adding an amendment to address Charter violation sanctions.

After the Joint Meeting with the Charter Review Committee on Tuesday, June 27, 2014 the City Attorney made some changes to the Ordinance, and that revised ordinance is now presented for first reading.

**ORIGINATING DEPARTMENT:**

City Attorney's Office

**SOURCE OF FUNDS:**

N/A

**COST:**

N/A

**REVIEWED BY:**

City Manager

**STAFF RECOMMENDATION PRESENTED BY:**

Becky Vose, City Attorney - To adopt Ordinance No. 16-2014 at first reading, and to schedule second and final

**POTENTIAL  
MOTION:**

reading for June 16, 2014.

"I hereby move to adopt Ordinance No. 16-2014 at first reading, and to schedule second and final reading for June 16, 2014."

**AGENDA ITEM  
APPROVED BY:**

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William D. Denny, City Manager

**ATTACHMENTS:**

- Ordinance No. 16-2014

**ORDINANCE NO. 5-2014**

**AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, CREATING A NEW ARTICLE IX, CHAPTER 2 OF THE CODE OF ORDINANCES; PERTAINING TO SANCTIONS FOR CHARTER VIOLATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

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

**SECTION 1.** A new Article IX, Chapter 2, “Administration,” of the Code of Ordinances, City of Deltona is hereby created to read as follows:

Article IX SANCTIONS FOR CHARTER VIOLATION

Sec. 2-380 – If a city commissioner is found, after a hearing as set forth herein, to have violated any provision of the Deltona City Charter, such commissioner shall be subject to sanctions as set forth in Sec. 2-381. If deemed appropriate by a charter officer, a charter officer may inform the city commission of a violation of a charter provision by a member of the city commission. A charge of violation shall be initiated by motion of a member of the city commission who shall summarize the alleged violation in the motion. All city commissioners, including the commissioner charged with a violation, may take part in and vote as to all matters relating in any way to the charge. If a majority of the city commission votes to have the charge heard, consideration of the alleged violation shall be placed on an upcoming agenda by the city manager for a formal quasi-judicial hearing. The city attorney shall advise the city commission as to the proper procedures for the conduct of the quasi-judicial hearing. The burden of proof at the quasi-judicial hearing for consideration of the charge shall be “clear and convincing evidence.” A finding of guilt shall only be upon the vote of guilty by a majority plus one of the city commissioners present at the quasi-judicial hearing.

Sec. 2-381 – Possible sanctions under this article shall include one or more, in any combination, of the following as deemed appropriate by a simple majority of the commissioners present at the meeting when the charge is considered: i) public censure; ii) forfeiture of pay for a specific time period; iii) suspension of privilege to take part in ceremonial portions of meetings for a specific time period; iv) suspension of access

to controlled-access portions of city hall for a specific period of time; v) suspension of right to represent the city at public functions for a specific time period; vi) removal or suspension for a specific time period from any ceremonial positions (such as city representative to a particular agency); and/or vii) finding of malfeasance or misfeasance in office with request to be made to the Governor to suspend the commissioner from office under Florida Statutes, Section 112.51.

**SECTION 2.** Conflicts. Any and all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

**SECTION 3.** Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

**SECTION 4.** Effective Date. This Ordinance shall become effective immediately upon its final passage and adoption.

**ADOPTED BY THE CITY COMMISSION OF THE CITY OF DELTONA,  
FLORIDA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014.**

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

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

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

**BY:** \_\_\_\_\_  
**JOHN C. MASIARCZYK, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**JOYCE RAFTERY, CMC, 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:** 6/2/2014  
**FROM:** William D. Denny, City Manager            **AGENDA ITEM:** 10 - A  
**SUBJECT:** Request to sunset the Charter Review Committee.

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<b>LOCATION:</b>	N/A
<b>BACKGROUND:</b>	The City Commission Confirmed the appointment of a five-member Charter Review Committee of June 17, 2013. The Charter Review Committee has met on a number of occasions and has completed their review of the City Charter. Their recommendations were submitted to the Commission at a joint meeting held on Monday, March 10, 2014. While the terms of their appointment provided that they serve until June 17, 2014, the Commission has determined their services are complete and the Committee is no longer necessary.
<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, City Attorney
<b>STAFF RECOMMENDATION PRESENTED BY:</b>	Becky Vose, City Attorney - That the Commission approve the sunseting of the Charter Review Committee.
<b>POTENTIAL MOTION:</b>	"I move to approve the sunseting of the Charter Review Committee effective this date."
<b>AGENDA ITEM APPROVED BY:</b>	<hr/> William D. Denny, City Manager



## AGENDA MEMO

**TO:** Mayor & City Commission                      **AGENDA DATE:** 6/2/2014  
**FROM:** William D. Denny, City Manager            **AGENDA ITEM:** 10 - B  
**SUBJECT:** Request for approval of Mr. Denny's proposed extended City Manager employment agreement.

**LOCATION:**

N/A

**BACKGROUND:**

At the Workshop held on April 28, 2014, Mr. Denny stated that he wanted to retire at the end of his contract (June 30, 2014). Mr. Denny stated he was willing to stay through August to see the budget through if the City Commission wanted to extend the contract. The Commission requested to have a workshop to discuss the City Manager selection process as soon as possible.

At the Workshop held on May 21, 2014 the Commission discussed the City Manager selection process and concurred to extend Mr. Denny's contract to through August.

The City Manager is requesting his last day of employment be Tuesday, September 2, 2014.

**ORIGINATING DEPARTMENT:**

City Manager's Office

**SOURCE OF FUNDS:**

N/A

**COST:**

N/A

**REVIEWED BY:**

Acting City Manager

**STAFF RECOMMENDATION PRESENTED BY:**

William D. Denny, Acting City Manager - That the City Commission approves the City Manager extended employment agreement as presented or with the following changes \_\_\_\_.

**POTENTIAL MOTION:**

"I move to approve the City Manager extended employment

agreement as presented"

or

"I move to approve the City Manager extended employment agreement with the following changes \_\_\_\_."

**AGENDA ITEM  
APPROVED BY:**

---

William D. Denny, City Manager

**ATTACHMENTS:**

- City Manager's Contract

**EMPLOYMENT AGREEMENT**

*The City of Deltona, Florida*

*and*

*William D. Denny*

**EMPLOYMENT AGREEMENT  
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## **Employment Agreement**

### **Introduction**

This Employment Agreement ("Agreement") for City Manager Services, made and entered into this 16th day of December, 2013, by and between the City Commission of the City of Deltona; County of Volusia, a municipal corporation of the State of Florida ("Employer"), and William D. Denny, ("Employee"), jointly referred to as "parties", is as follows:

### **Section 1: Term**

This Agreement shall remain in full force and effect from the date of January 1, 2014, until terminated by the Employer or Employee or ~~June 30, 2014~~ September 2, 2014.

### **Section 2: Duties and Authority**

The City agrees to employ Mr. Denny as City Manager to perform the functions and duties specified in the Charter and Municipal Code of the City of Deltona and to perform other legally permissible and proper duties and functions as the Employer shall from time to time assign.

### **Section 3: Compensation**

- A. Base Salary: Employer agrees to pay Employee an annual base salary of \$135,000, payable in installments at the same time that the other management employees of the Employer are paid.
- B. This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies.
- C. Consideration shall also be given on an annual basis to increase compensation based on merit. Merit shall be determined through the use of an evaluation tool approved by the Employer and Employee within thirty (30) days of the effective date of this Agreement.

### **Section 4: Health, Disability and Life Insurance Benefits**

- A. The Employer agrees to provide and to pay 100% of premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee. Health insurance plans available are to be those provided to all other employees of the City of Deltona, with Employee to select the specific plan from the options available to all employees. Given the Employee's status as Acting City Manager prior to execution of this Agreement there shall be no waiting period for benefits coverage.
- B. The Employer agrees to put into force and to make required premium payments for short term disability coverage and long term (5 years) disability coverage for the Employee.
- C. The Employee may elect to submit once per calendar year to a complete physical

examination, including a cardio-vascular examination, by a qualified physician selected by the Employee, the cost of which shall be paid by the Employer unless covered by the Employee's insurance.

- D. The Employer shall pay the amount of premium due for term life insurance in the amount of two (2) times the Employee's annual base salary, including all increases in the base salary during the life of this agreement. The Employee shall name the beneficiary of the life insurance policy.

#### **Section 5: Vacation and Sick Leave**

- A. Upon execution of this agreement, the Employee shall be credited with and have immediate access to sick and vacation leave equal to the highest annual accrual provided to all other employees as consideration for accepting employment as City Manager.
- B. The Employee is entitled to accrue all unused leave, without limit, and in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued annual leave (vacation), sick leave, all paid holidays, and other benefits accrued up to date of termination.

#### **Section 6: Vehicle Use**

- A. The Employer shall continue to allow the Employee the use of a City vehicle for city business and to and from work.

#### **Section 7: Retirement**

- A. The Employer agrees to continue to make all the appropriate contributions on the Employee's behalf to the Florida State Retirement System (FRS). In addition to the Employer's payment to the Florida State Retirement System, Employer agrees to execute all necessary agreements provided by ICMA Retirement Corporation (ICMA-RC) or other deferred compensation plan for Employee's participation in said supplementary retirement plan and, in addition to the base salary paid by the Employer to Employee, Employer agrees to pay an amount equal to the maximum dollar amount permissible under Federal and State law into the designated plan on the Employee's behalf, in equal proportionate amount each pay period.
- B. In lieu of making a contribution to a deferred compensation plan, the dollar value of this contribution may be used, at the Employee's option, to purchase previous service credit in another qualified plan.

#### **Section 8: General Business Expenses**

- A. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state,

and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

- B. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, ICMA Certification, the State League of Municipalities, and such other national, regional, state, and local government groups and committees in which Employee serves as a member.
- C. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.
- D. Employer recognizes that certain expenses of a non-personal but job related nature are incurred by Employee for the benefit of the Employer, and Employer agrees to reimburse or to pay said general expenses. The Finance Director is authorized to disburse such moneys upon receipt of duly executed expense of petty cash vouchers, receipts, statements or personal affidavits.
- E. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations in Volusia County.

### **Section 9: Termination**

For the purpose of this agreement, termination shall occur when:

- A. As provided in the City Charter.
- B. If the Employer, citizens or legislature acts to amend any provisions of the Charter or Code of Ordinances pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
- C. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.
- D. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resigns, then the Employee may declare a termination as of the date of the

offer.

- E. The Employer will be allowed a thirty (30) day cure period upon receipt of notice of a breach of this Agreement.

### **Section 10: Severance**

A. If the Employee is terminated, retires, or resigns the Employer shall provide a minimum severance payment equal to twenty (20) weeks of pay at the current rate of pay. This severance shall be paid in bi-weekly installments including accrued benefits. A lump sum payment shall be authorized if requested by the Employee. The Employer agrees to make a contribution to the Employee's deferred compensation account on the value of this compensation calculated using the rate ordinarily contributed on regular compensation.

B. If the Employee is terminated because of a conviction of a felony, then the Employer is not obligated to pay severance under this section.

### **Section 11: Resignation**

In the event that the Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of sixty (60) days notice unless the parties agree otherwise. Employee shall be entitled to all accrued leave and benefits, including severance to be paid on a bi-weekly basis. A lump sum payment shall be authorized if requested by the Employee.

### **Section 12: Performance Evaluation**

Employer shall annually review the performance of the Employee, on or before January 1st of each year following execution of this Agreement, subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation with each member of the Commission, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within thirty (30) days of the evaluation meeting.

The Commission shall consider such salary or benefit increases as it may deem appropriate to remain competitive in the market. In any subsequent year, if the Commission should fail to evaluate the Employee's performance or fail to consider salary or benefit increases before January 1st of each year, the Employee shall automatically receive a four percent (4%) merit increase in salary commencing thereon. As other salary adjustments are approved or otherwise occur for general employees such as cost of living adjustment, the City Manager Employment Agreement stands to also be amended accordingly.

### **Section 13: Hours of Work**

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an

appropriate work schedule.

#### **Section 14: Outside Activities**

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his responsibilities under this Agreement.

#### **Section 15: Indemnification**

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval, legal representation, provided by Employer for Employee, which shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise, and unless the Employee is a party to the suit in which Employee shall have a veto authority over the settlement, settle any claim or suit unless said compromise or settlement is of a personal nature to Employee. Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending.

#### **Section 16: Bonding**

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

#### **Section 17: Other Terms and Conditions of Employment**

Except as otherwise provided in this Agreement, the Employee shall be entitled to the highest level of benefits that are enjoyed by any department head or general employee of the Employer as provided in the Charter, Code, Personnel Rules and Regulations or by practice.

### **Section 18: Notices**

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid and with return receipt, addressed as follows:

1. EMPLOYER: City of Deltona  
Deltona Municipal Complex  
2345 Providence Boulevard  
Deltona, Florida 32725
  
2. EMPLOYEE: William D. Denny  
1763 Blue Oak Ct.  
Deland, Fl. 32720

Or as may be updated and maintained in the files at the City of Deltona.

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

### **Section 19: General Provisions**

- A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties, by mutual written agreement only, may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.
  
- B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
  
- C. Effective Date. This Agreement shall become effective on January 1, 2014.
  
- D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

City of Deltona  
By and through its City Commission

BY:

\_\_\_\_\_  
John Masiarczyk  
Mayor, City of Deltona

\_\_\_\_\_  
William D. Denny  
City Manager, City of Deltona

Approved as to form:

\_\_\_\_\_  
Gretchen Vose, City Attorney