

7. **PUBLIC FORUM – Citizen comments for any items.**
(4 minute maximum length per speaker)

CONSENT All items marked with an * will be considered by one motion unless **AGENDA:** removed from the Consent Agenda by a member of the City Commission. If an item is removed for clarification only, it will be discussed immediately following action on the Consent Agenda. If an item is removed for further discussion, it will be discussed under New Business immediately following the last listed item.

8. **CONSENT AGENDA:**

- *A. **Request for approval of First Amendment to Interlocal Agreement Between the City of DeLand, City of Deltona, City of Orange City, and County of Volusia, to Install Reclaimed Water System Interconnects.**
- *B. **Request for approval of Interlocal Agreement for the Operation, Administration, and Maintenance of Reclaimed Water Interconnects.**
- *C. **Request for approval of Resolution No. 2015-04, amending the City Commission Operating Guidelines and Meeting Rules and Procedures.**
- *D. **Request for approval of Resolution No. 2015-05, declaring certain property of the City as surplus and authorizing the sale or disposal of such property.**

9. **ORDINANCES AND -PUBLIC HEARINGS:**

- A. **Public Hearing – Resolution No. 2015-02, Conditional Use Application CU15-001 for Iglesia De Dios Pentecostal Church.**
- B. **Ordinance No. 02-2015, amending Chapter 14, “Animals,” by adding Article VII “Chickens” providing for a one year trial period for the issuance of limited number of special permits which allow the keeping of chickens in limited numbers and under specific conditions, at first reading and to schedule second and final reading.**

10. **OLD BUSINESS:**

11. **NEW BUSINESS:**

12. **CITY ATTORNEY COMMENTS:**

13. **CITY MANAGER COMMENTS:**

- A. **Lobbyist Update.**

14. **CITY COMMISSION COMMENTS:**

15. **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:** 3/2/2015
FROM: Dale Baker, Acting City Manager **AGENDA ITEM:** 3 - A
SUBJECT: Invocation Presented by Vice Mayor Schleicher - VCSO Senior Chaplain,
Mike Carroll.

LOCATION:	N/A
BACKGROUND:	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.
ORIGINATING DEPARTMENT:	City Manager's Office
SOURCE OF FUNDS:	N/A
COST:	N/A
REVIEWED BY:	Acting City Manager
STAFF RECOMMENDATION PRESENTED BY:	N/A - Invocation Only.
POTENTIAL MOTION:	N/A - Invocation Only.
AGENDA ITEM APPROVED BY:	<hr/> Dale Baker, Acting City Manager



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 3/2/2015
FROM: Dale Baker, Acting City Manager **AGENDA ITEM:** 4 - A
SUBJECT: Approval of Minutes - Regular City Commission Meeting of February 16, 2015.

LOCATION:	N/A
BACKGROUND:	N/A
ORIGINATING DEPARTMENT:	City Clerk's Office
SOURCE OF FUNDS:	N/A
COST:	N/A
REVIEWED BY:	City Clerk
STAFF RECOMMENDATION PRESENTED BY:	City Clerk Joyce Raftery - To approve the minutes of the Regular City Commission Meeting of February 16, 2015.
POTENTIAL MOTION:	"I move to approve the minutes of the Regular City Commission Meeting of February 16, 2015."
AGENDA ITEM APPROVED BY:	<hr/> Dale Baker, Acting City Manager
ATTACHMENTS:	<ul style="list-style-type: none">• Minutes of February 16, 2015

**CITY OF DELTONA, FLORIDA
REGULAR CITY COMMISSION MEETING
MONDAY, FEBRUARY 16, 2015**

1 A Regular Meeting of the Deltona City Commission was held on Monday, February 16, 2015 at the
2 City 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	Nancy Schleicher	Present
12	Commissioner	Heidi Herzberg	Present
13	Commissioner	Mitch Honaker	Present
14	Commissioner	Chris Nabicht	Present
15	Commissioner	Diane Smith	Present
16	Commissioner	Nancy Soukup	Present
17	Acting City Manager	Dale Baker	Present
18	City Attorney	Becky Vose	Present
19	City Clerk	Joyce Raftery	Present

20
21 Also present: Planning and Development Services Director Chris Bowley; Deputy Fire Chief
22 Rafferty; and VCSO Captain Brannon.

23
24 **3. INVOCATION AND PLEDGE TO THE FLAG:**

25
26 **A. Invocation Presented by Commissioner Herzberg – Pastor Maria P. Similio, Iglesia**
27 **Cristiana Nuevo Comienzo (New Beginning Christian Church), Deltona.**

28
29 The National Anthem was sung by Kasia Soto, a Deltona Middle School eighth grade student.

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

32
33 **A. Minutes:**

34
35 **1. Approval of Minutes – Regular City Commission Meeting of February 2, 2015.**

36
37 **Motion by Commissioner Herzberg, seconded by Vice Mayor Schleicher, to approve the minutes**
38 **of the Regular City Commission Meeting of February 2, 2015 as presented.**

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

43
44 **B. Additions or Deletions to Agenda:** None.

45
46 **5. PRESENTATIONS/AWARDS/REPORTS:**

47
48 **A. Award presentation to Deputy Brant Lickiss for his life-saving actions with a child who**
49 **was choking.**

1
 2 Mayor Masiarczyk, the Commissioners and Captain Brannon presented a plaque to Deputy Brant Likiss
 3 for his life-saving actions with a child who was choking in a car on the side of the road.
 4

5 **6. CITY COMMISSION SPECIAL REPORTS:**
 6

7 Mayor Masiarczyk stated he attended the Senior Sweetheart Luncheon at the Community Center and
 8 he thanked staff, the young people from Kiwanis and the Deltona Youth Advisory Committee for
 9 serving the meal and doing a great job.
 10

11 Vice Mayor Schleicher stated she attended the Healthy Start Coalition Luncheon where the City of
 12 Deltona was recognized for its 2015 Taking Strides Donor Award for the City's partnership and
 13 support of the program. She presented Mayor Masiarczyk with the plaque and she recognized that
 14 Deltona Commissioner Diane Smith is the Chairman of the Board for the Healthy Start Coalition.
 15

16 Commissioner Honaker stated he participated in the 5K Run on Saturday that benefited the
 17 American Heart Association and the event raised over \$6,000. He stated the event was co-sponsored
 18 by Halifax Health and he thanked everyone for participating.
 19

20 Commissioner Nabicht stated he attended the River to Sea TPO (Transportation Planning
 21 Organization) Annual Retreat and Planning Meeting where there was discussion of the objectives
 22 TPO wants to move forward with in the next year.
 23

24 Mayor Masiarczyk stated for the public's benefit there are several locations around the County
 25 where TPO will be discussing the long range 20/20 plan having to do with plans for road
 26 improvements, transportation and Votran. He stated there will be meetings held in Orange City on
 27 Monday, February 23rd at 5:30 p.m. at University High School and in Deltona on Friday, February
 28 27th at 10:00 a.m. at Daytona State College (DSC).
 29

30 Commissioner Herzberg stated she attended the River of Lakes Heritage Corridor Board Meeting
 31 and she picked up brochures for display in the Lobby and to be handed out. She stated she is also on
 32 the Board for the Daytona State College (DSC) Center for Women and Men Board Meeting that
 33 provides clothing for people in need and programs to help women and men get back in the work
 34 force. She stated the Center participates in a smoking cessation classes in Daytona and she
 35 suggested Florida Hospital has a mandatory smoking cessation class in Deltona that could use some
 36 participants. She stated she hopes the Center, Florida Hospital and Healthy Start can work together
 37 to provide programs in the area. She stated she attended the Elected Officials Round Table, the
 38 Water Sub-Committee Meeting where a resolution came out of and the Team Volusia Executive
 39 Board Meeting where she heard an interesting discussion by people from the private sector talking
 40 about business. She stated the Boys and Girls Club Annual Meeting is scheduled for February 25th.
 41

42 **7. PUBLIC FORUM – Citizen comments for items not on the agenda.**
 43

44 a) Michael Putkowski, 2736 Courtland Blvd., Deltona, spoke about the Community Life Center
 45 hot meal program that re-launches February 27th from 5:00 p.m. to 7:00 p.m. at 1045 E. Normandy
 46 Blvd., Deltona, and after that it will be held on the last Friday of each month for individuals and
 47 families in need.
 48

1 Mayor Masiarczyk asked if people who are not in need can still attend, make a donation of support and
2 have a meal and Mr. Putkowski replied “yes”.

3
4 b) Betsy Eicher, 556 Belltower Ave., Deltona, Representative of Sunset Garden Condos, spoke
5 about the area around Sunset Garden Condos needing to be cleaned up, she listed several places in that
6 area that are eyesores and that the area is getting run down.

7
8 Mayor Masiarczyk stated he had received a call about that area and he commented the condos’ area
9 looks nice but, some of the side streets around the condos have a lot of transients and are not taken care
10 of. He suggested Code Enforcement take a look at that area.

11
12 c) Anthony Ochiuzzo, 563 Belltower Ave., Deltona, spoke about a condo meeting some time ago
13 where Deltona Blvd. had been discussed regarding repair work and restoration but, nothing has been
14 done so far. He spoke about the landlords around the area not taking care of the properties, garbage
15 bins overflowing and furniture being put out on the street when people move out and he asked for more
16 help from the City. He stated he will be attending the meeting with Volusia County Sheriff’s Office
17 (VCSO) at the bagel shop (“Coffee with a Cop”) to ask for help.

18
19 Commissioner Herzberg stated she had received calls about the area, she had checked into the waste
20 problem and what can be done by ordinance but, she is not sure anything can be done legally.

21
22 Mr. Baker stated sometimes it is evictions; the City calls the owner and the owner comes and cleans out
23 the home as part of the eviction process.

24
25 d) Jean Ochiuzzo, 563 Belltower Ave., Deltona, stated the landlords are not taking responsibility
26 for their properties and it is the landlords that should be calling in. She suggested the dumpsters by
27 some of the businesses and apartments which are exposed should have fences around them.

28
29 e) Charles Harding, 2680 Newmark Drive, Deltona, spoke about receiving a citation for parking on
30 his lawn and he asked if the code could be changed.

31
32 Commissioner Honaker stated he sees a lot of cars parked on lawns and he asked if the residential
33 parking problem could be re-visited at a workshop. Mayor Masiarczyk suggested Commissioner
34 Honaker could pull out that one (1) section on residential parking and bring it to Mr. Baker’s attention.

35
36 f) Dee James, 914 Hibiscus Ave., Holly Hill, stated she is the Unit Director for the Boys and Girls
37 Club inside the Harris Saxon Community Center and she thanked the City for the Community
38 Development Block Grant (CDBG) funds the club received. She stated the club is serving 70 kids at
39 the site from kindergarten through high school out of 110 members that are signed up. She spoke about
40 Raymond Morales a junior at Pine Ridge High School who is the Youth of the Year for the Harris
41 Saxon site and she will find out at the next meeting if Mr. Morales will be competing for the State.

42
43 g) Captain Brannon, Volusia County Sheriffs’ Office (VCSO), 1691 Providence Blvd, Deltona,
44 spoke about the “Coffee with a Cop” event that takes place Wednesday, February 25th from 9:00 a.m. –
45 10:00 a.m. at the Bagel King in The Fountains Plaza on Deltona Blvd. He also expressed Sheriff
46 Johnson’s regrets for not being able to attend tonight’s meeting as he was in Tallahassee.

47
48 h) Raymond Morales, 2447 Hope Ave., Deltona, stated he is a junior at Pine Ridge High School, a

1 varsity linebacker on the Pine Ridge football team and he has been going to the Boys and Girls Club for
 2 about seven (7) years. He thanked the City for the grant and letting the club use the building. He stated
 3 for the last few years he has noticed changes in the kids, there is a lot more staff and the club has a lot
 4 more presence in the neighborhood; it is like family.

5
 6 i) John Furlow, 3170 Roland Drive, Deltona, asked about the status of the truck parking issue and
 7 Mayor Masiarczyk replied the City has located three (3) sites where trucks can be parked and he
 8 suggested Mr. Furlow call Mrs. Jackson in the Commission office for the list. Mr. Furlow stated he
 9 believed the Commission should discuss the residential parking concerns in regards to residents with
 10 special needs.

11
 12 j) Harry Wilkins, 2177 Gretna Drive, Deltona, spoke about the truck parking, he thanked Captain
 13 Brannon and Deputies Riley, Myers, Johnson and Smith for helping him through some very difficult
 14 times and he spoke about HIV-Aids in the African American Community. He stated a service will be
 15 held on Sunday, February 22nd at 4:00 p.m. at St. Joseph United Methodist Church located at 530 E.
 16 Voorhis Ave. in DeLand called "It Takes a Village" and deals with HIV-Aids in the community and he
 17 encouraged the Commissioners to come out and represent Deltona.

18
 19 k) Teryll Somerville, 618 Abbeyview Drive, Orange City, Director of the Homeowners
 20 Association for Country Village, spoke about a problem with Horse Bell Honey, Inc. apiary located in
 21 Deltona. She stated bees travel across I-4 from that property in Deltona to the Country Village property
 22 because the owner does not provide adequate water and the bees by the thousands use the swimming
 23 pool which prevents the residents from using the pool and surrounding area. She stated this has been an
 24 ongoing problem and she asked for the City's help in providing a solution.

25
 26 Mayor Masiarczyk stated he has dealt with this issue before and he would make a couple of phone calls.

27
 28 Commissioner Nabicht asked what the bee issue falls under and he asked if it is a permitted use on that
 29 property. Mr. Baker replied it falls under the Department of Agriculture, staff cannot touch it and it is a
 30 permitted use.

31
 32 **8. CONSENT AGENDA:**

33
 34 **Motion by Commissioner Herzberg, seconded by Vice Mayor Schleicher to approve Consent**
 35 **Agenda Items 8-A and 8-B.**

36
 37 **Motion carried unanimously with members voting as follows: Commissioner Herzberg, For;**
 38 **Commissioner Honaker, For; Commissioner Nabicht, For; Commissioner Smith, For;**
 39 **Commissioner Soukup, For; Vice Mayor Schleicher, For; and Mayor Masiarczyk, For.**

40
 41 ***A. Request for support of Volusia County Resolution concerning Amendment #1.**

42
 43 **Approved by Consent Agenda – to support Volusia County Resolution concerning Amendment**
 44 **#1.**

45
 46 ***B. Request for approval of Commission Policy No. CC10-01, Expression of Sympathy.**

47
 48 **Approved by Consent Agenda - to adopt Commission Policy No. CC10-01 as presented.**

1
2 **9. ORDINANCES AND PUBLIC HEARINGS:**

3
4 **A. Public Hearing - Ordinance No. 29-2014, Future Land Use Map and policy amendment**
5 **for approximately 22.8 acres from Agricultural Resource (County) to Low Density Residential**
6 **(City) (Project No. CP14-001), for second and final reading.**

7
8 Mayor Masiarczyk asked Mr. Bowley if there were any changes to the ordinance and Mr. Bowley
9 replied no.

10
11 Commissioner Nabicht asked Mr. Bowley to give an update to the public on how this ordinance
12 attaches to the other property in that area because he had received several calls in opposition to this
13 ordinance. Mr. Bowley gave a brief overview stating there was an ordinance adopted for the
14 property next to this property to the east called Fernando Landings and at that same time there was a
15 re-zoning act to residential Planned Unit Development (PUD) that capped the density to two (2)
16 units per acre. The applicants asked to add the property described in this ordinance to that property
17 but, the first step is to do this Future Land Use Map Amendment. To do this step the applicant has
18 to have these 22.8 acres approved through the State, Volusia Growth Management Commission
19 (VGMC) and the City Commission as low density. This is the second hearing for that and it will be
20 placed on the Future Land Use Map at two (2) units per acre as well.

21
22 Commissioner Nabicht stated also as part of the Developers Agreement and what will become the
23 future amended Developers Agreement the City will serve this property with both water and sewer.

24
25 Commissioner Soukup stated in the traffic study it shows there is a critical section of Howland Blvd.
26 that needs to be four-laned and he asked if Mr. Bowley had any idea when that would be done. Mr.
27 Bowley replied it is underway and the County is doing early locates, staking and clearing near the
28 entrance to Pride Elementary School. Commissioner Soukup stated the map shows the critical
29 section is farther up on Howland Blvd. between Providence Blvd. and Elkcam Blvd. and he was
30 asking about that area. Mr. Bowley replied that is on Volusia County's long range transportation
31 plan and funding would have to be allocated.

32
33 Mayor Masiarczyk stated it is important that City Commission members and City staff attend the
34 meeting on February 27th about transportation he mentioned earlier to talk about these issues.

35
36 Mayor Masiarczyk opened the public hearing.

37
38 Michael Putkowski, 2736 Courtland Blvd., Deltona, stated his objection to the ordinance is because
39 of the issues the City is having with water and to add another 45 units does not make any sense. He
40 stated there are plenty of vacant houses in the City and the City needs to bring in more businesses.

41
42 Mayor Masiarczyk closed the public hearing.

43
44 **Motion by Commissioner Nabicht, seconded by Commissioner Honaker to approve Ordinance**
45 **No. 29-2014, to change the Future Land Use designation on the ±22.8 acre site from Volusia**
46 **County Agriculture Resource to City of Deltona Low Density Residential; to add Future Land**
47 **Use Element Policy FLU4-1.2 to the Comprehensive Plan; and to submit the application to the**
48 **Florida Department of Economic Opportunity, at second and final reading.**

1
 2 City Attorney Becky Vose read the title of Ordinance No. 29-2014.

3
 4 **AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, AMENDING THE FUTURE**
 5 **LAND USE MAP OF DELTONA'S COMPREHENSIVE PLAN BY CHANGING THE**
 6 **FUTURE LAND USE DESIGNATION OF APPROXIMATELY 22.8 ACRES OF LAND**
 7 **LOCATED NORTHWEST OF 890 OSTEEN CEMETERY, FROM COUNTY**
 8 **ARICULTURE RESOURCE TO CITY LOW DENSITY RESIDENTIAL; AMENDING THE**
 9 **FUTURE LAND USE ELEMENT OF THE CITY OF DELTONA'S COMPREHENSIVE**
 10 **PLAN BY ADDING A POLICY TO ADDRESS THE DEVELOPMENT ON THE SUBJECT**
 11 **PROPERTY; FINDING CONFORMITY WITH STATE STATUTES AND THE**
 12 **COMPREHENSIVE PLAN OF THE CITY OF DELTONA; PROVIDING FOR**
 13 **CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

14
 15 **Motion carried unanimously with members voting as follows: Commissioner Herzberg, For;**
 16 **Commissioner Honaker, For; Commissioner Nabicht, For; Commissioner Smith, For;**
 17 **Commissioner Soukup, For; Vice Mayor Schleicher, For; and Mayor Masiarczyk, For.**

18
 19 Ordinance No. 29-2014 was adopted at 7:27 p.m.

20
 21 **10. OLD BUSINESS:** None.

22
 23 **11. NEW BUSINESS:** None.

24
 25 **12. CITY ATTORNEY COMMENTS:** None.

26
 27 **13. CITY MANAGER COMMENTS:** None

28
 29 **A. Lobbyist Update:**

30
 31 **14. CITY COMMISSION COMMENTS:**

32
 33 a) Commissioner Smith stated the tour of the VCSO Facility was very interesting and afterward
 34 she was able to tour the Emergency Operations Center where the 911 calls are taken and it was
 35 amazing; she asked Captain Brannon to relay thanks to the Sheriff. She stated she attended the West
 36 Volusia Youth Baseball opening day and she was a judge at the Deltona High School talent show. She
 37 asked Mr. Baker and Mrs. Vose to look at the Commission being able to participate in meetings via
 38 telephone, Skype or electronically and bring that back as a workshop topic if the Commission is in
 39 agreement.

40
 41 b) Commissioner Honaker stated he toured the VCSO and he thanked Sheriff Johnson and he also
 42 attended the West Volusia Youth Baseball opening day. He stated several volunteers from Pine Ridge
 43 High School were recognized for earning Pine Ridge High's first ever Department of Education 5 Star
 44 School Award for outstanding parent and community involvement and Pine Ridge High was also
 45 recognized for earning the Golden School Award for adult volunteer hours and the Silver School Award
 46 for student volunteer hours. He recognized both the male and female wrestlers for Pine Ridge High
 47 adding the female wrestler made the State Finales which is a first ever for Pine Ridge High in any State
 48 level sport.

1 c) Commissioner Nabicht asked if there was an update on the status of the Strategic Planning
2 discussion and Mr. Baker replied he has received a quote from Marilyn Crotty from the University of
3 Central Florida (UCF) that she will host the discussion and he is waiting for the new City Manager to
4 move it forward. Commissioner Nabicht asked for an update on the City Manager Search and Mr.
5 Baker replied there is nothing other than what was sent to the Commission last week with the 24
6 applicants and the Workshop to review them that is scheduled for March 9th. Commissioner Nabicht
7 stated there are a couple of road projects that the Commission needs to look at including the Ft. Smith
8 Blvd. project that is starting any day and will coincide with the Howland Blvd. project. He stressed that
9 the Ft. Smith Blvd. project between Hwy. 415 and Howland Blvd. should be looked at in particular as it
10 is heavily traveled. He stated the other project is the Tivoli Blvd. project between Providence Blvd. and
11 Saxon Blvd. that is on the City's plan but, is not currently funded. He stated this is a residential corridor
12 but, it is a main boulevard that residents use to get in and out of the City. He stated the City has \$7
13 million set aside that could be allocated and he suggested the City look at that project and fund the
14 estimated \$4 million for the design, engineering and land acquisition portion this year. He stated also
15 the section of Normandy Blvd. between Quincy Ave. and Farmington Dr. needs the base to be repaired
16 before it becomes a huge problem and possibly costs in excess of the \$850,000 already estimated.
17

18 d) Commissioner Soukup stated he attended the VCSO tour where he learned a lot and he attended
19 the West Volusia Youth Baseball opening day and he will plan more time next year to stay longer at
20 that event. He stated he wanted to make everyone aware that this Thursday at Trinity Christian
21 Academy there will be a "Mike Maples Day" event at 4:00 p.m. in recognition for coaching the baseball
22 team and tomorrow Deltona High School will be playing Mineola High School in Mineola for a chance
23 to go to the Elite Eight (8) Boys Basketball Tournament. He stated he was at the Daytona Speedway
24 this past week and learned the old bleachers on the back stretch will be taken down and donated to a lot
25 of schools in the area. He asked to possibly have staff look into getting some of those bleachers for the
26 Dewey O. Boster Sports Complex.
27

28 e) Commissioner Herzberg thanked the people from the Boys and Girls Club for coming out and
29 giving an update. She stated last Tuesday night she did a presentation at Ocean Dunes in the City of
30 Daytona about the Trap, Neuter, Release (TNR) Program for the City of Daytona and the TNR Program
31 will be on Daytona's meeting agenda this Wednesday and added she will try to make that meeting. She
32 stated she had received an email back last summer regarding having a representative from the City be
33 appointed to the Homeless Continuum of Care Board from the Volusia/Flagler Coalition for the
34 Homeless from Lisa Hamilton who is the Executive Director and she asked the Acting City Manager if
35 a representative had been appointed and Mr. Baker replied not to his knowledge.
36

37 Mayor Masiarczyk suggested bringing up the appointment at the West Volusia Summit.
38

39 Commissioner Herzberg stated she is looking forward to the West Volusia Summit and she will be
40 traveling to Tallahassee where she will be meeting with the Tri-County League of Cities and Senator
41 Hukill. She stated she will be looking for information on the Communications Service Tax and she will
42 be advocating for some of the Amendment #1 funding for Deltona.
43

44 f) Vice Mayor Schleicher extended thanks to Captain Brannon and all who were involved with the
45 VCSO tour and commented the City was well represented. She also attended the West Volusia Youth
46 Baseball opening day ceremonies, and the groundbreaking for the Walmart and Sterling-Saxon Shops.
47 She stated she will be attending the ribbon cutting for Tractor Supply and the West Volusia Summit.
48

49 g) Mayor Masiarczyk stated Heritage Middle School will have a talent show this Friday night; the

1 cost is minimal, the talent is usually really good, and he encouraged everyone to attend.

2

3 **14. ADJOURNMENT:**

4

5 There being no further business, the meeting adjourned at 7:41 p.m.

6

7

8

9 _____
John Masiarczyk Sr., Mayor

10

ATTEST:

11

12

13

14 _____
Janet Day, Deputy City Clerk



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 3/2/2015
FROM: Dale Baker, Acting City Manager **AGENDA ITEM:** 5 - A
SUBJECT: Presentation - Super Star Student of the Month Certificates for February, 2015.

LOCATION:

N/A

BACKGROUND:

Superstar Student of the Month awards for February, 2015, will be presented to:

1. Deltona Lakes Elementary, Alayna Dohna, 5th Grade
2. Discovery Elementary, Alaina Smaage, 5th Grade
3. Enterprise Elementary, Nadiyah McDermott, 4th Grade
4. Friendship Elementary, Joshua Camejo, 5th Grade
5. Pride Elementary, Noah Maxwell, 5th Grade
6. Sunrise Elementary, Gabriela Mata, 4th Grade
7. Timbercrest Elementary, Joey Barto, 5th Grade
8. Deltona Middle, Carlos Rivera, 7th Grade
9. Galaxy Middle, Natalie Rubin, 8th Grade
10. Heritage Middle, Daniel Howard, 7th Grade
11. Deltona High, Nichole Moroz, 12th Grade
12. University High, Jacob Fantauzzi, 12th Grade

ORIGINATING DEPARTMENT:

Deputy City Manager

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:**

Dale Baker, Acting City Manager

ATTACHMENTS:

- Feb 2015 Super Star Achievements

Super Star Students Read File – February 2015 presented on March 2, 2015.

Teacher	School	Student	Grade	Reading Comments on Student Achievements
Mr. David Meredith	Deltona Lakes Elementary	Alayna Dohna	5th	<p>Alayna Dohna, a 5th grade student at Deltona Lakes Elementary School, is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> • Maintaining good grades. Alayna is a lovely young lady with Autism. She has come a long way since her teacher first had her as his student. She has overcome many obstacles due to her disability and now shows interest in learning new things. • Good self-management. Alayna has come a long way in learning how to behave and self-regulate when stressful events arise. She is well-behaved in class and brings the joy of learning to her friends and teachers. • Being a good classmate. Alayna likes to help others and shows concern and compassion for her peers, especially when they are upset.
Ms. Riendeau	Discovery Elementary	Alaina Smaage	5th	<p>Alaina Smaage, a 5th grade student at Discovery Elementary School, is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> • Academic excellence and excellent study skills. • She is responsible and an outstanding school citizen. • Alaina is very helpful to her teacher, peers, and family. • She has outstanding thinking skills.

Mrs. Hirsch	Enterprise Elementary	Nadiyah McDermott	4th	<p>Nadiyah McDermott, a 4th grade student at Enterprise Elementary School, is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> • Dedicated student. • Participates in extra-curricular clubs. • Member of National Elementary Honor Society. • Member of Florida Future Educators of America. • Contestant in the Enterprise Spelling Bee.
Mrs. Watson	Friendship Elementary	Joshua Camejo	5th	<p>Joshua Camejo, a 5th grade student at Friendship Elementary, is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> • Academic excellence: Joshua is on the Honor Roll with an A average. • Joshua is a responsible school citizen. He is a trustworthy Safety Patrol and a member of National Elementary Honor Society. • Joshua is kind and helpful with others, and respectful to adults.
Ms. Zeamer	Pride Elementary	Noah Maxwell	5th	<p>Noah Maxwell, a 5th grade student at Pride Elementary School, is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> • Noah is responsible and an outstanding school citizen. He is on the Safety Patrol at school. • Academic excellence and excellent study skills. • He is kind hearted. • Noah is very helpful to his teacher and his peers. • He has outstanding thinking skills.

Mr. James Westhead	Sunrise Elementary	Gabriela Mata	4th	<p>Gabriela Mata, a 4th grade student at Sunrise Elementary School, is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> • Academic excellence and excellent study skills. • She is responsible and an outstanding school citizen. • She goes beyond what is asked of her inside the classroom and on assignments. • Gabriela always tries to help out fellow students.
Ms. Anna Ventura	Timbercrest Elementary	Joey Barto	5th	<p>Joey Barto, a 5th grade student from Timbercrest Elementary School, is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> • Joey is an exceptional student. • He is always working hard, helping others, and has become such a strong leader. • He has become so confident in his learning! • I am so proud of Joey for all of his hard work and success in 5th grade!

Deltona Middle	Deltona Middle	Carlos Rivera	7th	<p>Carlos Rivera, a 7th grade student from Deltona Middle School, is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> • Carlos prioritizes kindness daily by making the choice to respond to others in ways that make the world a better place. • One way Carlos makes the classroom a better place is how he willingly supports a beginning English speaker who was transferred into his collaborative group by translating class expectations and making sure the student feels comfortable with the assignments. • Carlos disciplines himself to complete his homework to the best of his ability in every subject. He refuses to give up even when the work is difficult. • Carlos is truly a Superstar Charger! Deltona Middle and city of Deltona is lucky to have him as a contributing citizen in our community.
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<p>Ms. Bridge and the 8th Grade House</p>	<p>Galaxy Middle</p>	<p>Natalie Rubin</p>	<p>8th</p>	<p>Natalie Rubin, an 8th grade student from Galaxy Middle School is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> • Academic excellence and excellent study skills – she has maintained Honor Roll throughout Middle School. • She is responsible and an outstanding school citizen. • In addition to all her other extracurricular and academic endeavors, Natalie is an energetic and positive Office Aide for our school. • Natalie acted heroically to break up a fight between two 6th grade students in February. Not knowing the students by name, she saw a person in need. Natalie helped carry one of the students to the closest house office and then walked her to the clinic. The Mayor and Commission would like to thank Natalie for her act of compassion for a fellow student.
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Ms. Hauser	Heritage Middle School	Daniel Howard	7th	<p>Daniel Howard, a 7th grade student from Heritage Middle School is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> • Daniel excels academically but brings more to the table! • He is an advocate for his own learning and success. • Daniel displays a wisdom beyond his years in how he envisions the world, wanting to do his part to make it a better place. • He is kind to his classmates, respectful to teachers and an excellent role model for Heritage Middle School students.
LTC Alvesta Moore-Lobban	Deltona High	Nichole Moroz	12th	<p>Cadet Nichole Moroz, a 12th grade student from Deltona High School is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> • Cadet Moroz was one of the major planners of the Deltona High School Army JROTC 5K Cancer Fun Walk, in support of Breast Cancer Awareness Month. Cadet Moroz went beyond what was expected to involve the Deltona community in this event by pushing Public Relations between her school and community. • In addition, Cadet Moroz has been in charge of preparing personal care packets for homeless citizens of the Deltona Area; as a community service initiative. With this project, Cadet Moroz leads a group of fellow and subordinate cadets in soliciting donations of personal care items; and then prepares collected items into gifts sets for distribution to charity organizations located throughout the Deltona and Debarry areas.

Mrs. Marracino	University High	Jacob Fantauzzi	12th	<p>Jacob Fantauzzi, a 12th grade student from University High School is receiving a Super Star certificate for:</p> <ul style="list-style-type: none"> • Jacob has been associated with the Titan Baseball program for three years and is one of the most reliable, dependable and punctual students to work with. • During the voluntary conditioning workouts, Jacob was impressive with his perfect attendance and work ethic. • Jacob reports daily for his volunteer position of equipment manager and assists with field maintenance, practice organization, equipment, and other tasks on game days. • Jacob has a great attitude and positive outlook and he has earned the respect of the players. He attends every practice and even travels with the team. • In addition, Jacob’s grades are very good. He maintains a 3.7 weighted GPA and he is part of the STEM Academy at UHS.
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AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 3/2/2015

FROM: Dale Baker, Acting City Manager **AGENDA ITEM:** 8 - A

SUBJECT: Request for approval of First Amendment to Interlocal Agreement Between the City of DeLand, City of Deltona, City of Orange City, and County of Volusia, to Install Reclaimed Water System Interconnects.

LOCATION:

Deltona, DeLand, Orange City, and County of Volusia.

BACKGROUND:

On March 3, 2014 the Deltona City Commission approved and executed the Interlocal Agreement to Install Reclaimed Water System Interconnects with the City of DeLand, City of Orange City, and Volusia County. The agreement provided a formula for funding 60% of the estimated cost of construction with the understanding the St. Johns River Water Management District would fund the remaining 40% of the project. The agreement would facilitate the transfer of reclaimed water between member utilities and the members will be constructing a series of pipeline and meter/control assemblies for this purpose. Additionally, the agreement stated that the Suppliers desire to authorize necessary construction phase professional services to include contract and grant administration, shop drawing review, resident project observation and construction inspections, understanding that the cost of such services are not eligible for grant funding by the District. Therefore any such authorization will require an amendment to the original agreement.

This First Amendment contains a provision for the water suppliers to share in the cost of the CEI services which were not apart of the original agreement. In this First Amendment the City of Deltona will contribute \$57,284 for the CEI services which is budgeted in 2014/2015 CIP budget of Deltona Water. The City of Deltona will contribute \$8,000 for proposed attorney fees of Holland and Knight, \$12,000 for attorney's fee on Farnton Agreement, and \$18,500 for geotechnical services during 2015 which is budgeted for in the 2014/2015 CIP Alternative Water Supply. The Interlocal Agreement and this First Amendment stipulate that the City of DeLand shall be the Project Administrator

for construction of the project and attendant CEI services. Therefore, the City of DeLand will invoice the Supplies for their share of costs as formulated in the original agreement of March 3, 2014.

ORIGINATING DEPARTMENT:

Public Works/Deltona Water

SOURCE OF FUNDS:

CIP budget of Deltona Water and CIP budget for Alternative Water Supply

COST:

\$95,784

REVIEWED BY:

Public Works Director; Acting City Manager; City Attorney; Finance Director

STAFF RECOMMENDATION PRESENTED BY:

Gerald Chancellor, Public Works Director - Staff recommends that the City Commission consider and approve the First Amendment to Agreement Between the City of DeLand, City of Deltona, City of Orange City, and County of Volusia, to install reclaimed water system interconnects.

POTENTIAL MOTION:

"I move to approve the First Amendment to Agreement Between the City of DeLand, City of Deltona, City of Orange City, and County of Volusia, to Install Reclaimed Water System Interconnects."

AGENDA ITEM APPROVED BY:

Dale Baker, Acting City Manager

ATTACHMENTS:

- First Amendment
- Scope of Service
- Attachment to First Amendment

**FIRST AMENDMENT TO
AGREEMENT BETWEEN THE
CITY OF DeLAND,
CITY OF DELTONA,
CITY OF ORANGE CITY, AND
COUNTY OF VOLUSIA
TO INSTALL RECLAIMED WATER SYSTEM INTERCONNECTS**

This Agreement is made and entered into by and between the City of DeLand (“DeLand”), the City of Deltona (“Deltona”), the City of Orange City (“Orange City”), and the County of Volusia (“Volusia County”), collectively referred to herein as the (“Suppliers”).

WITNESSETH:

WHEREAS, the Suppliers have jointly procured the design, permitting and construction of a project to interconnect various sections of the Suppliers’ respective reclaimed water distribution lines; and

WHEREAS, the Suppliers entered into an interlocal agreement entitled Agreement Between the City of DeLand, City of Deltona, City of Orange City, and County of Volusia to Install Reclaimed Water System Interconnects, a fully executed copy of which is attached hereto as Exhibit “A” (hereinafter the “Interlocal”); and

WHEREAS, the Interlocal provided that payment for consultant engineering and inspection services (hereinafter “CEI Services”) would require an amendment to the Interlocal; and

WHEREAS, the Suppliers desire to procure CEI Services as more particularly set forth in the proposal attached hereto as Exhibit “B”; and

WHEREAS, the Suppliers desire to amend the Interlocal for the purpose of procuring CEI services and arranging for payment for said services.

NOW, THEREFORE, in consideration of the foregoing premises, which are hereby made a part of this Agreement, and the mutual covenants, terms and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Suppliers, each intending to be legally bound, agree to the following:

Section 1. The Interlocal is hereby amended by adding a new Section 3.5 to read, in full, as follows:

3.5 CONSULTANT, ENGINEERING AND INSPECTION SERVICES

In addition to the construction provided for in this Agreement, the Project Administrator is authorized to execute the contract attached hereto as Exhibit “B”

for consultant engineering and inspection services (hereinafter “CEI Services”). The Suppliers shall each be responsible for the cost of CEI services on the same percentage basis as set forth in Section 3(a) of this Agreement. The Suppliers shall reimburse the Project Administrator within thirty (30) days of receipt of an invoice from the Project Administrator for any payments that are due for CEI services. Any increases in the amounts to be paid for CEI Services or any change to the scope of CEI Services from the scope set forth in the attached Exhibit “B” shall require the unanimous approval of the Suppliers.

Section 2. The Interlocal is hereby amended by incorporating the Exhibit “B” attached hereto as the Exhibit “B” to the Interlocal.

Section 3. All other provisions of the Interlocal shall remain the same.

IN WITNESS WHEREOF, the following authorized representatives of the Suppliers have executed this Agreement on the date signed by each.

*** Signatures on following individual pages ***

Executed by the City of DeLand on the ___ day of _____, 2015.

CITY OF DELAND

By: _____
Robert F. Apgar, Mayor

Attest:

Julie A. Hennessy, City Clerk-Auditor

Approved as to legal form:

By: _____
Darren J. Elkind, City Attorney

Executed by the City of Deltona on the ___ day of _____, 2015.

CITY OF DELTONA

By: _____
John C. Masiarczyk, Sr., Mayor

Attest:

Joyce Raftery, CMC, City Clerk-Auditor

Approved as to legal form:

By: _____
Gretchen "Becky" Vose, City Attorney

Executed by the City of Orange City on the __ day of _____, 2015.

CITY OF ORANGE CITY

By: _____
Tom Laputka, Mayor

Attest:

Debbie Renner, City Clerk-Auditor

Approved as to legal form:

By: _____
William Reischmann, City Attorney

Executed by Volusia County on the __ day of _____, 2015.

VOLUSIA COUNTY

By: _____
Jason P. Davis, County Chair

Attest:

James T. Dinneen, County Manager

Approved as to legal form:

By: _____
County Attorney

BRAD T. BLAIS, P.E.
 DAVID A. KING, P.E.
 ANDREW M. GIANNINI, P.E.
 KEVIN A. LEE, P.E.

Quentin L. Hampton Associates, Inc.
Consulting Engineers
 P.O. DRAWER 290247
 PORT ORANGE, FLORIDA 32129-0247

TELEPHONE: (386) 761-6810
 FAX: (386) 761-3977
 EMAIL: qlha@qlha.com

July 8, 2014

Keith Riger
 Public Services Director
 City of DeLand
 1102 S. Garfield Avenue
 DeLand, FL 32724

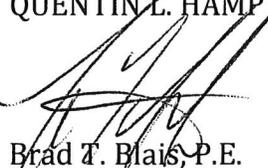
CITY OF DELAND
WWWS RECLAIMED WATER INTERCONNECTS
PARTS A & B
-SCOPE OF SERVICES AND FEE ESTIMATE-

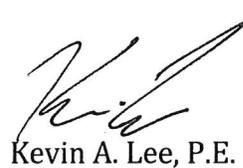
Dear Mr. Riger,

In accordance with your request, we are pleased to offer the enclosed engineering fee estimate for bidding assistance, grant administration and technical services during construction for the above referenced project. The engineering services proposal contained herein as Exhibits 'A' and 'B' include a scope of services and fee estimate for the referenced project. We have included provisions to provide full time (8 hours per day) inspection for this project. The estimated on-site construction period is 330 days.

We appreciate this opportunity to continue to be of service. If you have any questions or require further assistance, please do not hesitate to call.

Respectfully,
 QUENTIN L. HAMPTON ASSOCIATES, INC.


 Brad T. Blais, P.E.
 President


 Kevin A. Lee, P.E.
 Project Engineer

BTB/KAL:bf

EXHIBIT 'A'
CITY OF DELAND
WVWS RECLAIMED WATER INTERCONNECTS PARTS A & B
BIDDING ASSISTANCE AND TECHNICAL SERVICES DURING CONSTRUCTION
-SCOPE OF SERVICES -

SCOPE OF SERVICES

QLH shall provide bidding assistance, grant administration and technical services during construction as described further below. Services shall be coordinated between all member utilities.

PROJECT DESCRIPTION

In order to facilitate the transfer of reclaimed water and surface water between member utilities, the WVWS members are constructing a series of pipelines and meter/control assemblies. The project generally includes:

- 3,100 LF 12" PVC RWM
- 650 LF 16" PVC RWM
- 6,000 LF 18" PVC RWM
- 4,800 LF 12" HDPE Directional Drill RWM
- 11,200 LF 16" HDPE Directional Drill RWM
- 22,000 LF 18" HDPE Directional Drill RWM
- (2) Valve and meter assemblies

Bidding Assistance

During the bidding phase, QLH will:

1. Provide Advertisement for Bids to the City staff for publishing in the legal newspaper.
2. Prior to advertising, provide the City with a current cost estimate in writing.
3. Prepare a Contractor's list and email or call the selected Contractors.
4. Provide one set of contract documents (excluding Drawings) to the City's Purchasing Coordinator.
5. Distribute Plans and Specifications to selected Plan Houses, Contractors and Suppliers.
6. Provide plan and specification clarification and prepare and distribute addenda.
7. Conduct a Pre-Bid meeting. Prepare minutes of the meeting and distribute to all attendees and plan holders.
8. Attend the Bid Opening and collect a copy of each bid submitted.
9. Review and check the bids and prepare detailed bid tabulation.
10. Contact the low bidder and obtain references.
11. Prepare an award recommendation letter.

12. After bid award by the City Commission, prepare a construction contract (five sets required) and mail the contracts to the Contractor. The Contractor is to return the construction contracts to the Engineer for review of the contract, insurance certificates and bonds. Provide an electronic copy of the construction plans to the City.
13. This scope of work assumes the City will bid the project as one project.
14. Attend City Commission meetings for bid award and requisite project updates.

Administration

1. A grant application for Alternative Water Supply Funding has been approved by SJRWMD for this project. QLH will submit updates to the application, as necessary, and assist the City with reimbursement requests and grant administration during construction.

CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES

During the construction phase, QLH will:

1. Conduct the preconstruction conference. Prepare minutes of the preconstruction conference and distribute the minutes to all who attend.
2. Issue the Notice to Proceed to the contractor.
3. Log, process and review shop drawings and material certificates. Distribute reviewed shop drawings to the Contractor and the City.
4. Provide assistance on an as needed basis for significant conflict resolutions.
5. Attend and preside over monthly construction progress meetings.
6. Review/approve Contractor monthly pay requests.
7. Review and recommend approval/denial of contractor's proposed change orders.
8. Conduct site inspections during construction.
9. Attend equipment start-ups.
10. Attend the substantial completion inspection.
11. Prepare punchlist of final work/corrective items.
12. Prepare construction record drawings incorporating all of the changes made during construction. Furnish City with an electronic copy of record drawings using AutoCAD format, plus one reproducible Mylar set and three (3) sets of prints.
13. Provide resident project representation (RPR) services at the established hourly rate.

Exclusions

The scope of work does not include any effort related to zoning modification, annexation, comprehensive plan amendments, easement acquisition, title search services, groundwater monitoring/remediation, permitting fees, wetland/ecological assistance, and/or legal services.

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF QUENTIN L. HAMPTON ASSOCIATES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

CITY OF DELAND
WVWS Reclaimed Water Interconnects, Parts A and B
Manhour and Fee Estimate
July 8, 2014

Person/Item	Hourly Rate	Bidding Services		Contract/Grant Administration and Inspection	
		Estimated Hours	Cost	Estimated Hours	Cost
Project Manager (Brad Blais)	\$175.00	24	\$4,200	320	\$56,000
Project Engineer (Kevin Lee)	\$140.00	16	\$2,240	280	\$39,200
CADD Operator	\$75.00	4	\$300	40	\$3,000
Grant Compliance Specialist	\$62.00	4	\$248	120	\$7,440
Administrative Aide	\$60.00	16	\$960	120	\$7,200
Construction Svcs. Supervisor	\$75.00			320	\$24,000
Resident Project Representative	\$62.00			1,920	\$119,040
	Subtotal		\$7,948		\$255,880
Survey Allowance					\$2,500
Electrical Allowance					\$2,500
Printing Allowance			\$750		\$500
		Total	\$8,698	Total	\$261,380
		Grand Total		\$270,078	

Construction Cost Estimate **\$6,000,000.00**

Prepared By: Quentin L. Hampton Associates, Inc.

**INTERLOCAL AGREEMENT FOR THE OPERATION,
ADMINISTRATION AND MAINTENANCE OF
RECLAIMED WATER INTERCONNECTS**

This Agreement is made and entered into by and between the City of DeLand (“DeLand”), the City of Deltona (“Deltona”), the City of Orange City (“Orange City”), and the County of Volusia (“Volusia County”), each a (“Supplier”) and collectively referred to herein as the (“Suppliers”).

WHEREAS, the Suppliers have entered into a separate agreement entitled the AGREEMENT BETWEEN THE CITY OF DeLAND, CITY OF DELTONA, CITY OF ORANGE CITY, AND COUNTY OF VOLUSIA TO INSTALL RECLAIMED WATER SYSTEMS INTERCONNECTS (hereinafter referred to as the “Interconnect Installation Agreement”); and

WHEREAS, pursuant to the Interconnect Installation Agreement the Suppliers have agreed to jointly fund (with a 40% match from the St. Johns River Water Management District) the installation of reclaimed water mains and related valves, meters and meter vaults (hereinafter referred to as the “Interconnect Facilities”), for the purpose of being able to exchange water between and amongst the Suppliers’ respective utility systems; and

WHEREAS, DeLand is designated to serve as the project administrator responsible for overseeing construction of the Interconnect Facilities pursuant to the Interconnect Installation Agreement; and

WHEREAS, as more particularly set forth herein and as depicted in the attached Exhibit “A”, DeLand, Deltona and Volusia County shall own and maintain the pipe, valves and related infrastructure located within their respective utility service areas, and to the extent of any discrepancies regarding the exact boundary of the Suppliers’ respective utility service areas, the attached Exhibit “A” shall control for purpose of determining ownership of Interconnect Facilities; and

WHEREAS, DeLand shall own the meter identified as “Meter A” on the attached Exhibit “A” and Deltona shall own the meter identified as “Meter B” on the attached Exhibit “A”; and

WHEREAS, the Suppliers desire by this Agreement to provide for the ownership, maintenance and operation of the Interconnect Facilities.

Now, Therefore, in consideration of the mutual covenants herein contained, the Suppliers hereby agree as follows:

1. Construction of Water System Interconnection. Pursuant to the Interconnect Installation Agreement, the Suppliers are undertaking the construction of the Facilities.
2. Transfer and Ownership of Facilities. Once construction of the Interconnect Facilities is complete and all conditions of the Interconnect Installation Agreement have been met, DeLand, Deltona and Volusia County shall each own and maintain the pipe, valves and related infrastructure located within their respective utility service areas, as more

particularly depicted in the attached Exhibit "A". In the event of any discrepancies between the attached Exhibit "A" and the actual boundary of the utility service area of the respective Supplier, then the attached Exhibit "A" shall control for determining ownership of the corresponding portion of the Interconnect Facilities. DeLand shall own the meter identified as "Meter A" on the attached Exhibit "A" and Deltona shall own the meter identified as "Meter B" on the attached Exhibit "A". DeLand, as the project administrator pursuant to the Interconnect Installation Agreement, shall cause bills of sale or other appropriate documentation to be issued to the respective Suppliers to document the transfer and ownership of the Interconnect Facilities by the respective Suppliers as hereinabove set forth. The vaults and housings shall be made secure and locked with a separate key provided to each of the Suppliers. The Suppliers shall each secure the valves controlling flow through the meter from their system.

3. Operation of Reclaimed Water System Interconnection. The reclaimed water system interconnection is intended for use under the conditions separately agreed to by the individual Suppliers. However, in no instance will any of the Suppliers be required to provide reclaimed water in such quantities that the demand adversely affects their individual system. The Suppliers shall not be responsible for water quality beyond their own distribution system. In the longer-range, where plant conditions/capacities, raw water supply conditions, and distribution system conditions/capacities or overall regional efficiencies dictate, a routine and continuous transfer of reclaimed water between Suppliers or any of them may be established by separate agreement of the Suppliers or any of them. Nothing herein shall be deemed as an obligation for the Suppliers to provide a regular supply of reclaimed water to one another.
4. System Flushing. To maintain flow capacity, each of the Suppliers will schedule routine flushing of the system or may, instead, install automatic flushing valves at appropriate locations.
5. Metered Transfer. All interconnections will be equipped with flow meters. Under emergency and pre-planned conditions, transfer will be initiated only after the flow meter readings have been recorded. Once this is completed, authorized personnel will adjust the flow control valves to establish flow between the two Suppliers' systems in the proper direction and flow rate. Such transfers shall be implemented by representatives of both Suppliers. Under routine, continuous transfer, meter readings will be taken by representatives from both Suppliers at the point of interconnection following a transfer or at such other interval as may be mutually agreed upon by the respective Suppliers. A reconciliation of meter readings shall occur and the resulting water transfer shall be paid by the respective Supplier at the rate established in this Agreement. An annual meter calibration report will be furnished to each of the Suppliers by DeLand and Deltona for their respective meters.
6. Cost, Measure of, and Payment of Water Transferred. The cost of water transferred from one Supplier to another shall be at the bulk rate for reclaimed water which is the higher of the two Suppliers at the time of the transfer, regardless of the flow direction of the transfer. The foregoing provision regarding the cost of reclaimed water or any other provision of this Agreement notwithstanding, any two Suppliers are free at any time to

agree to any other price for any transfer of water as between those two Suppliers that the said Suppliers deem appropriate. All amounts not paid within 30 days of the date of billing will be assessed interest in accordance with the legal rate established annually by the State of Florida.

7. Term of this Agreement. The term of this Agreement for the purchase and sale of water shall be for a period of five (5) years from date hereof and this contract shall be automatically renewed for additional five (5) year periods unless written notice has been given by any Supplier of its intention to cancel the agreement six (6) months prior to the automatic renewal date.
8. Interpretation/Enforcement. Any disputes concerning the interpretation or enforcement of the provisions of this Agreement shall be resolved by the County or City Managers or their representatives, and if unresolved within a reasonable period, pursuant to Chapter 164, Florida Statutes.
9. Notices.
 - a. All notices required to be given by any Supplier under this Agreement shall be in writing, addressed to all other Suppliers as follows, and delivered by certified mail, return receipt requested, or in person:
 - City of DeLand
120 South Florida Ave
DeLand, FL 32720
 - City of Deltona
2345 Providence Blvd.
Deltona, FL 32725
 - City of Orange City
229 East Graves Ave.
Orange City, FL 32763
 - Volusia County
123 West Indiana Ave.
DeLand, FL 32720
 - b. Any Supplier may, by written notice to all other Suppliers as provided herein above, change the address for any subsequent notice.
10. Assignment. No Supplier shall assign any rights or duties under this Agreement to any other person or entity without prior written permission of all Suppliers.
11. Waiver. Waiver by any Supplier of a breach of any covenant or provision of this Agreement shall not be deemed to constitute a waiver of any preceding or subsequent breach of the same or any other covenant or provision.

12. Severability. Should any term, provision, covenant, condition, paragraph, sentence or part of this Agreement be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms, provisions, covenants, conditions, paragraphs, sentences and parts shall, nevertheless, remain in full force and effect.
13. Governing Law. Unless otherwise pre-empted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with venue in Volusia County, Florida.
14. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter of this Agreement.
15. Indemnification, Sovereign Immunity and Third Party Beneficiaries. Each participating party expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28; Florida Statutes. Unless otherwise preempted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. This Agreement is not intended to create a joint venture amongst the Suppliers, and in no event shall any Supplier be responsible for the acts of any other Supplier, or such other Supplier's employees, agents or representatives. Each party shall be liable for its own actions and negligence. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of any 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 liability of any 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 operation of law.
16. Amendment. This Agreement may be amended or modified only by an instrument of equal formality signed by each of the Suppliers.

IN WITNESS WHEREOF, each of the Suppliers have executed this Agreement as of the date executed by each.

*** Signatures follow on individual pages ***

Executed by the City of DeLand on the ___ day of _____, 2015.

CITY OF DELAND

By: _____
Robert F. Apgar, Mayor

Attest:

Julie A. Hennessy, City Clerk-Auditor

Approved as to legal form:

By: _____
Darren J. Elkind, City Attorney

Executed by the City of Deltona on the ___ day of _____, 2015.

CITY OF DELTONA

By: _____
John C. Masiarczyk, Sr., Mayor

Attest:

Joyce Raftery, CMC, City Clerk-Auditor

Approved as to legal form:

By: _____
Gretchen "Becky" Vose, City Attorney

Executed by the City of Orange City on the __ day of _____, 2015.

CITY OF ORANGE CITY

By: _____
Tom Laputka, Mayor

Attest:

Debbie Renner, City Clerk-Auditor

Approved as to legal form:

By: _____
William Reischmann, City Attorney

Executed by Volusia County on the ___ day of _____, 2015.

VOLUSIA COUNTY

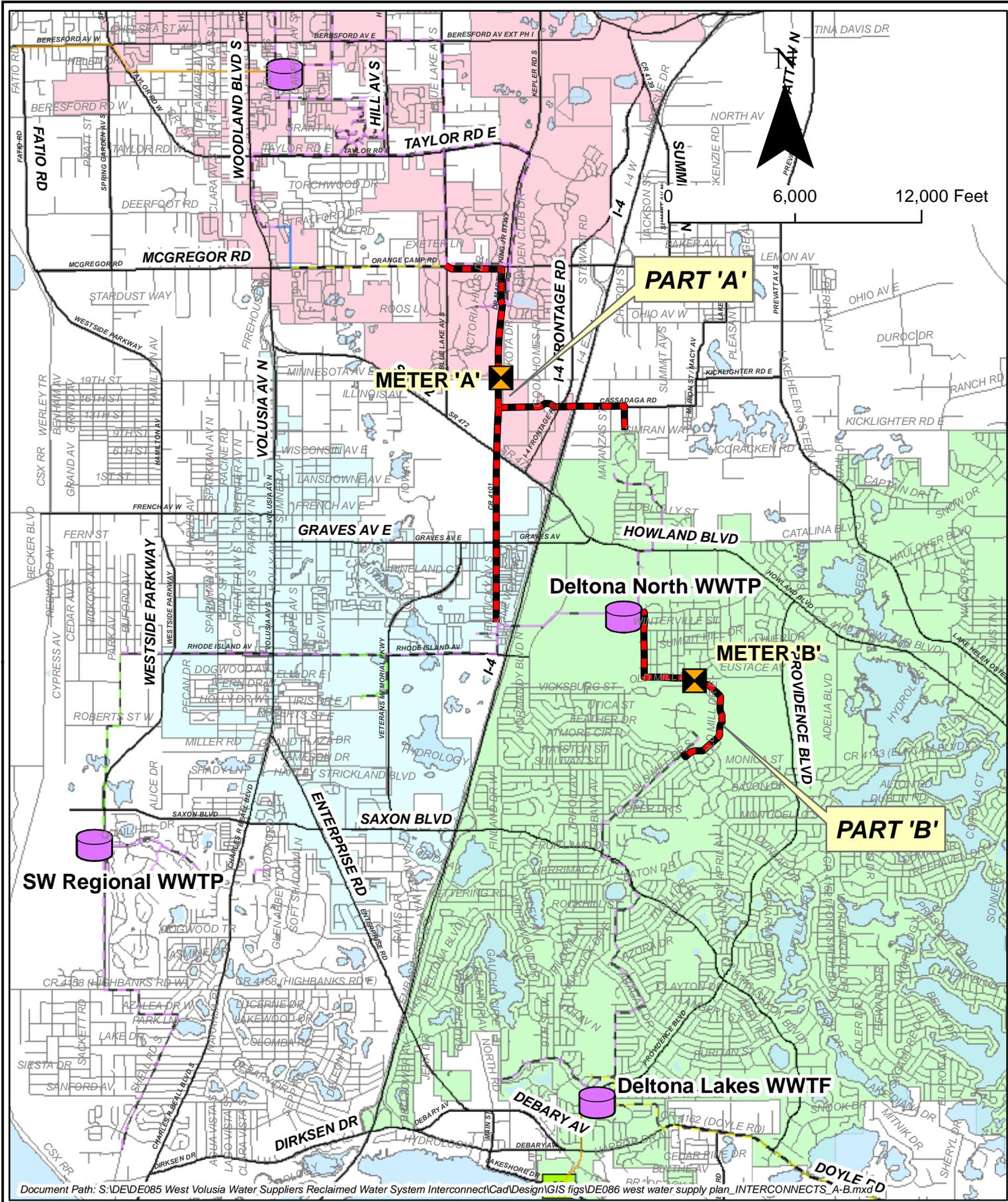
By: _____
Jason P. Davis, County Chair

Attest:

James T. Dinneen, County Manager

Approved as to legal form:

By: _____
County Attorney



Document Path: S:\DEDE085 West Volusia Water Suppliers Reclaimed Water System Interconnect\Cad\Design\GIS\figs\DE086 west water supply plan_INTERCONNECTS_A-B.mxd

QUENTIN L. HAMPTON ASSOCIATES, INC.
 CONSULTING ENGINEERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 626
 FAX: 386.761.3977
 P.O. DRAWER 290247 PORT ORANGE, FL 32129-0247
 PHONE: 386.761.6810

**WEST VOLUSIA
 WATER SUPPLIERS
 RECLAIMED WATER
 INTERCONNECT**

**FIGURE 1
 RECLAIMED WATER
 INTERCONNECTS
 PARTS 'A' AND 'B'
 Item 8A**



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 3/2/2015
FROM: Dale Baker, Acting City Manager **AGENDA ITEM:** 8 - B
SUBJECT: Request for approval of Interlocal Agreement for the Operation, Administration, and Maintenance of Reclaimed Water Interconnects.

LOCATION:

Deltona, DeLand, Orange City, and County of Volusia.

BACKGROUND:

On March 3, 2014 the City of Deltona entered into a separate agreement titled the "Agreement Between the City of DeLand, City of Deltona, City of Orange City, and County of Volusia to Install Reclaimed Water Systems Interconnects". Pursuant to the Interconnect Installation Agreement the Cities and the County of Volusia will jointly fund (with 40% match from St. Johns River Water Management District) the installation of reclaimed water mains and related valves, meters, and meter vaults, for the purposes of being able to exchange water between and amongst the respective utility systems. The City of DeLand is designated to serve as the project administrator responsible for overseeing construction of the Interconnect Facilities.

The Interlocal Agreement for the Operation, Administration, and Maintenance of Reclaimed Water Interconnects and Exhibit "A" defines the ownership, operations, administration, and maintenance of the reclaimed water interconnects. Each government entity will do so, for the portions of the interconnect reclaimed mains within their service areas. The term of the agreement for the purchase and sale of water shall be for five (5) years and the contract shall automatically renew for additional five (5) year periods.

ORIGINATING DEPARTMENT:

Public Works/Deltona Water

SOURCE OF FUNDS:

N/A

COST:

N/A

REVIEWED BY:

Gerald Chancellor, Public Works Director; Dale Baker,

Acting City manager; Becky Vose, City Attorney; Bob Clinger, Finance Director

**STAFF
RECOMMENDATION
PRESENTED BY:**

Gerald Chancellor, Public Works Director - Staff recommends that the City Commission consider and approve the Interlocal Agreement for the Operation, Administration, and Maintenance of Reclaimed Water Interconnects.

**POTENTIAL
MOTION:**

"I move to approve the Interlocal Agreement for the Operation, Administration, and maintenance of Reclaimed Water Interconnects."

**AGENDA ITEM
APPROVED BY:**

Dale Baker, Acting City Manager

ATTACHMENTS:

- Interlocal Agreement for Operation, Administration, and Maintenance of Reclaimed Water Interconnects

**INTERLOCAL AGREEMENT FOR THE OPERATION,
ADMINISTRATION AND MAINTENANCE OF
RECLAIMED WATER INTERCONNECTS**

This Agreement is made and entered into by and between the City of DeLand (“DeLand”), the City of Deltona (“Deltona”), the City of Orange City (“Orange City”), and the County of Volusia (“Volusia County”), each a (“Supplier”) and collectively referred to herein as the (“Suppliers”).

WHEREAS, the Suppliers have entered into a separate agreement entitled the AGREEMENT BETWEEN THE CITY OF DeLAND, CITY OF DELTONA, CITY OF ORANGE CITY, AND COUNTY OF VOLUSIA TO INSTALL RECLAIMED WATER SYSTEMS INTERCONNECTS (hereinafter referred to as the “Interconnect Installation Agreement”); and

WHEREAS, pursuant to the Interconnect Installation Agreement the Suppliers have agreed to jointly fund (with a 40% match from the St. Johns River Water Management District) the installation of reclaimed water mains and related valves, meters and meter vaults (hereinafter referred to as the “Interconnect Facilities”), for the purpose of being able to exchange water between and amongst the Suppliers’ respective utility systems; and

WHEREAS, DeLand is designated to serve as the project administrator responsible for overseeing construction of the Interconnect Facilities pursuant to the Interconnect Installation Agreement; and

WHEREAS, as more particularly set forth herein and as depicted in the attached Exhibit “A”, DeLand, Deltona and Volusia County shall own and maintain the pipe, valves and related infrastructure located within their respective utility service areas, and to the extent of any discrepancies regarding the exact boundary of the Suppliers’ respective utility service areas, the attached Exhibit “A” shall control for purpose of determining ownership of Interconnect Facilities; and

WHEREAS, DeLand shall own the meter identified as “Meter A” on the attached Exhibit “A” and Deltona shall own the meter identified as “Meter B” on the attached Exhibit “A”; and

WHEREAS, the Suppliers desire by this Agreement to provide for the ownership, maintenance and operation of the Interconnect Facilities.

Now, Therefore, in consideration of the mutual covenants herein contained, the Suppliers hereby agree as follows:

1. Construction of Water System Interconnection. Pursuant to the Interconnect Installation Agreement, the Suppliers are undertaking the construction of the Facilities.
2. Transfer and Ownership of Facilities. Once construction of the Interconnect Facilities is complete and all conditions of the Interconnect Installation Agreement have been met, DeLand, Deltona and Volusia County shall each own and maintain the pipe, valves and related infrastructure located within their respective utility service areas, as more

particularly depicted in the attached Exhibit "A". In the event of any discrepancies between the attached Exhibit "A" and the actual boundary of the utility service area of the respective Supplier, then the attached Exhibit "A" shall control for determining ownership of the corresponding portion of the Interconnect Facilities. DeLand shall own the meter identified as "Meter A" on the attached Exhibit "A" and Deltona shall own the meter identified as "Meter B" on the attached Exhibit "A". DeLand, as the project administrator pursuant to the Interconnect Installation Agreement, shall cause bills of sale or other appropriate documentation to be issued to the respective Suppliers to document the transfer and ownership of the Interconnect Facilities by the respective Suppliers as hereinabove set forth. The vaults and housings shall be made secure and locked with a separate key provided to each of the Suppliers. The Suppliers shall each secure the valves controlling flow through the meter from their system.

3. Operation of Reclaimed Water System Interconnection. The reclaimed water system interconnection is intended for use under the conditions separately agreed to by the individual Suppliers. However, in no instance will any of the Suppliers be required to provide reclaimed water in such quantities that the demand adversely affects their individual system. The Suppliers shall not be responsible for water quality beyond their own distribution system. In the longer-range, where plant conditions/capacities, raw water supply conditions, and distribution system conditions/capacities or overall regional efficiencies dictate, a routine and continuous transfer of reclaimed water between Suppliers or any of them may be established by separate agreement of the Suppliers or any of them. Nothing herein shall be deemed as an obligation for the Suppliers to provide a regular supply of reclaimed water to one another.
4. System Flushing. To maintain flow capacity, each of the Suppliers will schedule routine flushing of the system or may, instead, install automatic flushing valves at appropriate locations.
5. Metered Transfer. All interconnections will be equipped with flow meters. Under emergency and pre-planned conditions, transfer will be initiated only after the flow meter readings have been recorded. Once this is completed, authorized personnel will adjust the flow control valves to establish flow between the two Suppliers' systems in the proper direction and flow rate. Such transfers shall be implemented by representatives of both Suppliers. Under routine, continuous transfer, meter readings will be taken by representatives from both Suppliers at the point of interconnection following a transfer or at such other interval as may be mutually agreed upon by the respective Suppliers. A reconciliation of meter readings shall occur and the resulting water transfer shall be paid by the respective Supplier at the rate established in this Agreement. An annual meter calibration report will be furnished to each of the Suppliers by DeLand and Deltona for their respective meters.
6. Cost, Measure of, and Payment of Water Transferred. The cost of water transferred from one Supplier to another shall be at the bulk rate for reclaimed water which is the higher of the two Suppliers at the time of the transfer, regardless of the flow direction of the transfer. The foregoing provision regarding the cost of reclaimed water or any other provision of this Agreement notwithstanding, any two Suppliers are free at any time to

agree to any other price for any transfer of water as between those two Suppliers that the said Suppliers deem appropriate. All amounts not paid within 30 days of the date of billing will be assessed interest in accordance with the legal rate established annually by the State of Florida.

7. Term of this Agreement. The term of this Agreement for the purchase and sale of water shall be for a period of five (5) years from date hereof and this contract shall be automatically renewed for additional five (5) year periods unless written notice has been given by any Supplier of its intention to cancel the agreement six (6) months prior to the automatic renewal date.
8. Interpretation/Enforcement. Any disputes concerning the interpretation or enforcement of the provisions of this Agreement shall be resolved by the County or City Managers or their representatives, and if unresolved within a reasonable period, pursuant to Chapter 164, Florida Statutes.
9. Notices.
 - a. All notices required to be given by any Supplier under this Agreement shall be in writing, addressed to all other Suppliers as follows, and delivered by certified mail, return receipt requested, or in person:
 - City of DeLand
120 South Florida Ave
DeLand, FL 32720
 - City of Deltona
2345 Providence Blvd.
Deltona, FL 32725
 - City of Orange City
229 East Graves Ave.
Orange City, FL 32763
 - Volusia County
123 West Indiana Ave.
DeLand, FL 32720
 - b. Any Supplier may, by written notice to all other Suppliers as provided herein above, change the address for any subsequent notice.
10. Assignment. No Supplier shall assign any rights or duties under this Agreement to any other person or entity without prior written permission of all Suppliers.
11. Waiver. Waiver by any Supplier of a breach of any covenant or provision of this Agreement shall not be deemed to constitute a waiver of any preceding or subsequent breach of the same or any other covenant or provision.

12. Severability. Should any term, provision, covenant, condition, paragraph, sentence or part of this Agreement be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms, provisions, covenants, conditions, paragraphs, sentences and parts shall, nevertheless, remain in full force and effect.
13. Governing Law. Unless otherwise pre-empted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with venue in Volusia County, Florida.
14. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter of this Agreement.
15. Indemnification, Sovereign Immunity and Third Party Beneficiaries. Each participating party expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28; Florida Statutes. Unless otherwise preempted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. This Agreement is not intended to create a joint venture amongst the Suppliers, and in no event shall any Supplier be responsible for the acts of any other Supplier, or such other Supplier's employees, agents or representatives. Each party shall be liable for its own actions and negligence. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of any 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 liability of any 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 operation of law.
16. Amendment. This Agreement may be amended or modified only by an instrument of equal formality signed by each of the Suppliers.

IN WITNESS WHEREOF, each of the Suppliers have executed this Agreement as of the date executed by each.

*** Signatures follow on individual pages ***

Executed by the City of DeLand on the ___ day of _____, 2015.

CITY OF DELAND

By: _____
Robert F. Apgar, Mayor

Attest:

Julie A. Hennessy, City Clerk-Auditor

Approved as to legal form:

By: _____
Darren J. Elkind, City Attorney

Executed by the City of Deltona on the ___ day of _____, 2015.

CITY OF DELTONA

By: _____
John C. Masiarczyk, Sr., Mayor

Attest:

Joyce Raftery, CMC, City Clerk-Auditor

Approved as to legal form:

By: _____
Gretchen "Becky" Vose, City Attorney

Executed by the City of Orange City on the __ day of _____, 2015.

CITY OF ORANGE CITY

By: _____
Tom Laputka, Mayor

Attest:

Debbie Renner, City Clerk-Auditor

Approved as to legal form:

By: _____
William Reischmann, City Attorney

Executed by Volusia County on the ___ day of _____, 2015.

VOLUSIA COUNTY

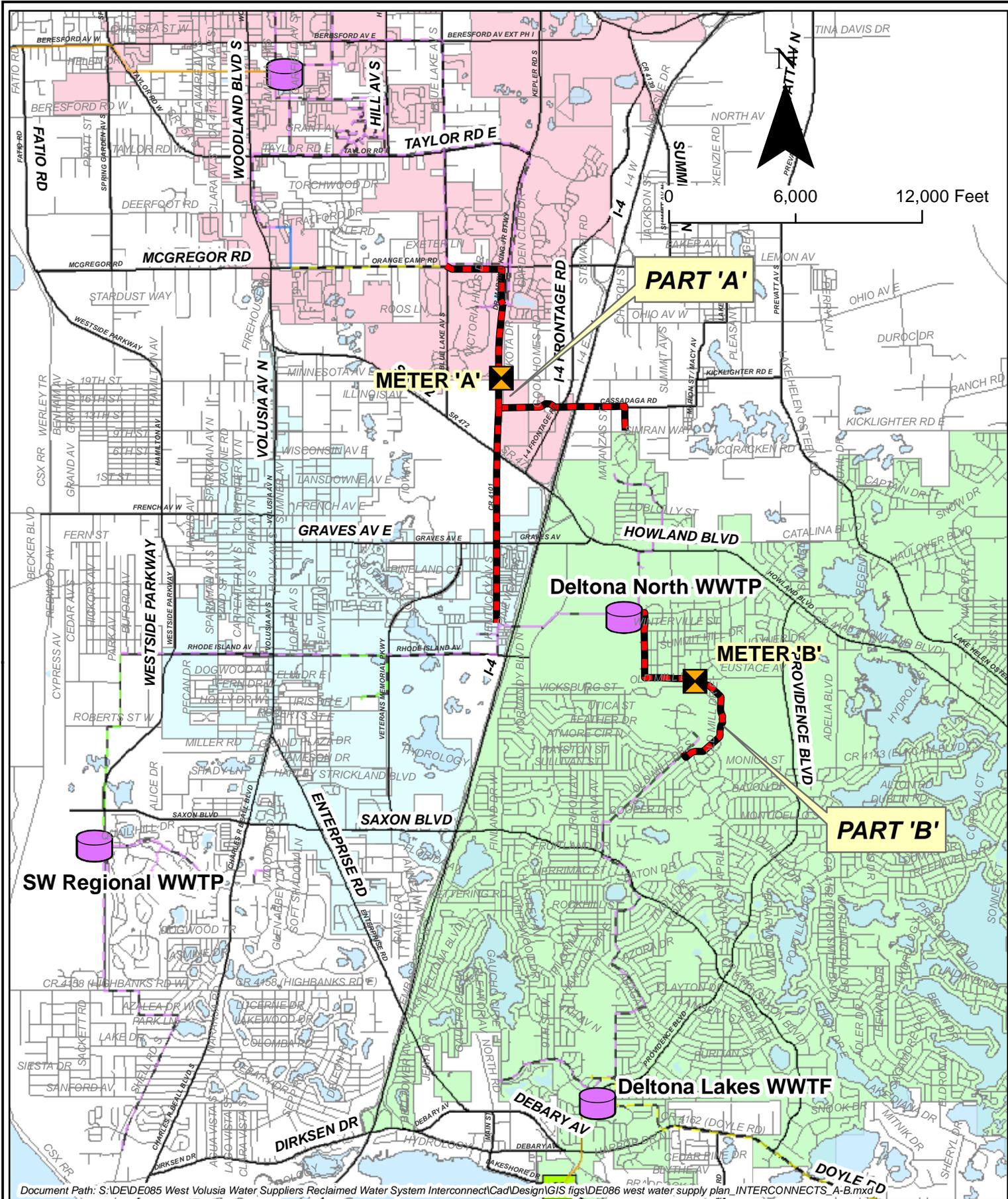
By: _____
Jason P. Davis, County Chair

Attest:

James T. Dinneen, County Manager

Approved as to legal form:

By: _____
County Attorney



Document Path: S:\DEDE085 West Volusia Water Suppliers Reclaimed Water System Interconnect\Cad\Design\GIS\figs\DE086 west water supply plan_INTERCONNECTS_A-B.mxd

QUENTIN L. HAMPTON ASSOCIATES, INC.
 CONSULTING ENGINEERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 626
 FAX: 386.761.3977
 P.O. DRAWER 290247 PORT ORANGE, FL 32129-0247
 PHONE: 386.761.6810

**WEST VOLUSIA
 WATER SUPPLIERS
 RECLAIMED WATER
 INTERCONNECT**

**FIGURE 1
 RECLAIMED WATER
 INTERCONNECTS
 PARTS 'A' AND 'B'**
 Item 8B



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 3/2/2015
FROM: Dale Baker, Acting City Manager **AGENDA ITEM:** 8 - C
SUBJECT: Request for approval of Resolution No. 2015-04, amending the City Commission Operating Guidelines and Meeting Rules and Procedures.

LOCATION:	N/A
BACKGROUND:	At the Commission Workshop held on Monday, February 9th, the Commission concurred to make several changes to the City Commission Operating Guidelines and Meeting Rules and Procedures.
ORIGINATING DEPARTMENT:	City Clerk's Office
SOURCE OF FUNDS:	N/A
COST:	N/A
REVIEWED BY:	Acting City Manager
STAFF RECOMMENDATION PRESENTED BY:	Joyce Raftery, City Clerk - That the Commission approve Resolution No. 2015-04 and the City Commission Operating Guidelines and Meeting Rules and Procedures as amended.
POTENTIAL MOTION:	"I move to approve Resolution No. 2015-04 and the City Commission Operating Guidelines and Meeting Rules and Procedures as amended."
AGENDA ITEM APPROVED BY:	<hr/> Dale Baker, Acting City Manager
ATTACHMENTS:	<ul style="list-style-type: none">• Resolution No. 2015-04• City Commission Operating Guidelines & Meeting Rules and Procedures

RESOLUTION NO. 2015-04

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA; PROVIDING FOR THE AMENDMENT OF THE CITY COMMISSION'S OPERATING GUIDELINES AND MEETING RULES AND PROCEDURES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Deltona has determined that it is in the best interests of the City to adopt rules and procedures to govern actions at City Commission meetings and the Commission agenda process; and

WHEREAS, the City Commission adopted such Meeting Rules and Procedures on March 14, 1999, as amended on November 6, 2006, February 18, 2008, April 20, 2009 and December 13, 2010; and

WHEREAS, the City Commission during its Workshop held on Monday, February 9, 2015, advised that the Meeting Rules and Procedures should be revised.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Deltona, Volusia County, Florida, as follows:

SECTION 1. SECTION ONE, OPERATING GUIDELINES FOR EFFECTIVE COMMISSION OPERATOINS, of the Operating Guidelines & Meeting Rules and Procedures is amended to read as follows:

Commission Policy Role:

1. The City Commission is responsible for setting the policies.

Communication:

5. The City Commission may pass along information or request information directly from staff, after informing the City Manager, without directing staff.

City of Deltona, Florida
 Resolution No. 2015-04
 Page 2 of 3

6. The City Commission will annually review progress on its collective leadership, goals, priorities and operating guidelines to insure success/relevance.

SECTION 2. SECTION TWO, MEETINGS, of the Operating Guidelines & Meeting

Rules and Procedures is amended to read as follows:

(4) Manner of Addressing the Commission.

- b. Each person addressing the City Commission has the right to speak for a timed period of four minutes with a timer in clear view of the speaker: they shall step to the microphone; give his or her name and address clearly for the record; and shall be limited to four (4) minutes to address the City Commission, unless such time is expanded or contracted by the Mayor, or by the majority of the Commission.
- g. Persons addressing the Commission may present oral or written communication in regard to matters under consideration with the permission of the Mayor, however, any written communications shall be copied to each member of the Commission, the Mayor, the City Attorney, the City Manager and the City Clerk.

SECTION 3. SECTION THREE, AGENDA, of the Operating Guidelines & Meeting

Rules and Procedures is amended to read as follows:

- L. Any citizen wishing to make a presentation to the City Commission must submit their request to the Office of the City Clerk no later than 12:00 Noon on the Monday prior to the City Commission meeting. The request must be approved by the City Manager. Presentations will be limited to ten (10) minutes.

SECTION 4. SECTION ELEVEN, ORDINANCES AND RESOLUTIONS, of the Operating Guidelines & Meeting Rules and Procedures is amended to read as follows:

B. Resolutions:

2. Resolutions may include Approval of a Contract or Agreement, authorizing its execution; Appointments to Boards, City Commissions, and Committees; and such other matters which may be determined by the City Commission and/or the City Manager

**PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF
 DELTONA, FLORIDA THIS 2nd DAY OF MARCH, 2015.**

City of Deltona, Florida
Resolution No. 2015-04
Page 3 of 3

BY: _____
JOHN C. MASIARCZYK, SR., Mayor

ATTEST:

JOYCE RAFTERY, CMC, City Clerk

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

GRETCHEN R. H. VOSE, City Attorney

Deltona City City Commission Operating Guidelines & Meeting Rules and Procedures

<u>Contents</u>	<u>Page</u>
Section One – Operating Guidelines for Effective City Commission Operations	2
Section Two – Meetings:	3
A. Regular Meetings	3
B. Special Meetings	4
C. Workshop Meetings	4
D. Public Hearings	4
Section Three – Agenda	6
Section Four – Presiding Officer Duties	7
Section Five – Quorum	7
Section Six – Call to Order	8
Section Seven – Roll Call	8
Section Eight – Minutes Approval	8
Section Nine – Rules of Debate	8
Section Ten – Motions and Voting	9
Section Eleven – Ordinances and Resolutions	9
Section Twelve – Source of Rules of Order	10
Section Thirteen – Effective Date	10

Revised 03/02/2015

SECTION ONE. OPERATING GUIDELINES FOR EFFECTIVE COMMISSION OPERATIONS.

Commission Policy Role:

1. The City Commission is responsible for setting the policies ~~and the Mayor will enforce these policies.~~
2. The City Commission will formulate policy by determining the broadest policies before progressing to more narrow ones.
3. The City Commission and staff may initiate policy for City Commission approval. Individual Commission Members may bring forth initiatives that are of significance to the entire community.

Maximizing Effectiveness:

1. The City Commission recognizes that the expression of differences and debate will ensure that we have good public policy. In support of this, City Commissioner's opinions will be listened to respectfully.
2. The City Commission will be open to ideas from City Commission Members, the administration and the public.

Commission-Mayor Role:

1. The Mayor will be the official spokesperson for the City Commission, without limiting other City Commission Members' ability to speak on issues.

Communication:

1. The City's administration will provide the City Commission with all relevant information on matters of policy, including pros and cons, alternatives, and professional recommendations, in order that the City Commission may make an informed final decision.
2. Achieving mutual trust between the City Commission and the City administration and between the City Commission Members themselves should be a fundamental pursuit.
3. Open and regular communication will be used to insure that both the City Commission and the City's administration are informed so that neither is surprised or blind-sided on issues and questions.
4. The City Manager will insure that the City Commission is informed about issues that have impact on a major policy area, may attract media or public attention, or affect major stakeholders.

Deltona City Commission
 Operating Guidelines & Meeting Rules and Procedures

Revised 03/02/2015

5. The City Commission may pass along information or request information directly from staff, after informing the City Manager, without directing staff.
6. The City Commission will regularlyannually review progress on its collective leadership, goals, priorities and operating guidelines to insure success/relevance.

City Manager Performance Accountability:

1. The City Manager will be evaluated on the accomplishment of the City Commission's stated goals.
2. Evaluation of the City Manager will be a collective act of the City Commission.
3. The City Commission will never give instructions to persons who report to the City Manager.
4. The City Commission will hold the City Manager accountable for staff performance and provide the City Manager with feedback about staff performance in a private setting.
5. Priorities of the City Manager will be defined by the City Commission's goals and priorities in support of the vision.

SECTION TWO. MEETINGS.

Meetings of the City Commission shall be held at City Hall, in the City Commission Chambers or a Conference Room, or at such other location in the City as designated by the City Commission or designee. All meetings shall be public meetings, with the exception of Executive Sessions which shall be closed to the public in accordance with Florida Statutes, and shall be subject to notice and other requirements of law applicable to public meetings.

To ensure the integrity of the public meeting process in open government, Commissioners shall be prohibited from accepting or sending any text communication via cell phone or other device during the course of a City Commission meeting. (Resolution No. 2009-14)

Members of the Commission are also prohibited from participating in any meetings of the City Commission by telephone/electronic processes. Members are required to be physically present in order to participate in a meeting of the City Commission. (Resolution No. 2010-42)

A. Regular Meetings:

- (1) The City Commission shall meet twice monthly. Meetings shall be held on the first and third Monday of each month, unless otherwise rescheduled due to a holiday or lack of City business. (Resolution No. 96-34)
- (2) Regular Meetings of the City Commission shall begin at 6:30 p.m.

Deltona City Commission
Operating Guidelines & Meeting Rules and Procedures

Revised 03/02/2015

(3) If the regularly scheduled meeting falls on a legal holiday, then the subsequent Monday or a day designated by the City Commission shall be deemed as the regularly scheduled meeting day. (Resolution No. 95-03)

(4) Written minutes shall be kept of all regular meetings.

B. Special Meetings:

(1) Special meetings may be called by the Mayor or in his or her absence, the Vice-Mayor. Special meetings may also be called upon the request of a majority of the City Commission. (Charter Section 8(c)) Meeting times shall preferably be in the afternoon or evening hours of weekdays or on Saturdays as necessary.

(2) The City Clerk shall provide not less than 12 hours prior notice of the meeting to the public, where practical. (Charter Section 8(c))

(3) Action by the City Commission in a special meeting shall be limited to the purpose for which the special meeting is called.

(4) Written minutes shall be kept of all special meetings.

C. Workshop Meetings:

(1) Workshop meetings may be scheduled during a regular meeting or called in the same manner as a special meeting; and shall be for discussion only with the exception in (2) below. Meeting times shall preferably be in the afternoon or evening hours of weekdays or on Saturdays as necessary.

(2) No official action shall be taken at workshop meetings except to recommend items to be considered at a regular or special meeting, or to give direction to the City Attorney or City Manager.

(3) Minutes shall be kept of all workshop meetings but shall not require approval by the City Commission.

D. Public Hearings:

(1) The City Clerk shall advertise all public hearings as required by law.

(2) The purpose of a public hearing is to determine support, objections and/or suggestions from the public to proposals and to determine if a proposed Ordinance or Resolution requires changes or adoption.

(3) Time of Public Hearings:

Deltona City Commission
 Operating Guidelines & Meeting Rules and Procedures
 Revised 03/02/2015

- a. Public hearings shall be held during a regular meeting of the Commission as placed on the Agenda.
- b. The City Commission may set a specific time during any meeting; or
- c. A special meeting may be called for the specific purpose of a public hearing.

(4) **Manner of Addressing the Commission.**

- a. Citizen comments may be made on items not on the agenda only during the time designated by the City Commission; otherwise, citizens may address the City Commission only on items under discussion.
- b. Each person addressing the City Commission **has the right to speak for a timed period of four minutes with a timer in clear view of the speaker:** they shall step to the microphone; give his or her name and address clearly for the record; and shall be limited to four (4) minutes to address the City Commission, unless such time is expanded or contracted by the Mayor, or by the majority of the Commission.
- c. No person, other than a member of the City Commission and the person having the floor shall be permitted to enter into any discussion, either directly or through a member of the City Commission, without the permission of the Mayor.
- d. Personal attacks on any member of the City Commission on things that do not relate to City business shall be ruled out of order by the Mayor.
- e. Members of the City Commission shall not enter into discussion or respond to individuals' comments during the public forum other than to give directions or to ask for clarification.
- f. A City Commissioner shall not be asked a direct question except through the Mayor.
- g. Persons addressing the Commission may present oral or written communication in regard to matters under consideration with the permission of the Mayor, however, any written communications shall be copied to each member of the Commission, the Mayor, the City Attorney, the City Manager and the City Clerk.

(5) **Procedures at Public Hearings for matters on the Agenda:**

- a. The Mayor shall introduce matters as established on the Agenda by reading the title of a proposed ordinance, resolution, agenda item, or other means. (Motion to table or continue may be made at this time.)
- b. Staff may give a report as appropriate.

Deltona City Commission
 Operating Guidelines & Meeting Rules and Procedures
 Revised 03/02/2015

- c. Presentation of proponent/applicant as appropriate.
- d. All other interested persons shall be allowed to give input into the announced subject.
- e. The public may be allowed to give input concerning the subject.
- f. Once the public participation is closed, the City Commission will take action on the subject matter by approval, denial, tabling the item indefinitely, or continuing to a certain date and time.

SECTION THREE. AGENDA.

- A. The City Clerk, or designee shall prepare the agendas for all meetings of the City Commission in accordance with the City Charter or as directed by the City Manager.
- B. All reports, communications, Ordinances, Resolutions, contract documents, or other materials, to be submitted to the Commission as part of the agenda packet must be delivered to the City Clerk by 5:00 p.m. on the Thursday, eleven (11) days prior to the regular meeting. Exceptions to this timeframe may apply if circumstances warrant.
- C. It shall be the option of the City Clerk, or the City Manager, to remove any items from the Agenda if the information is not furnished to the City Clerk as stated in "B" above.
- D. All materials for special and/or workshop meetings must be submitted to the City Clerk to allow sufficient time for copying and distribution to the City Commission. Special and workshop meeting agenda packets shall be prepared and distributed, whenever practical, at least three (3) days prior to the subject meeting.
- E. The City Clerk shall arrange the Agenda, subject to the approval of the City Manager who may make additions and/or deletions at his/her discretion, notwithstanding, the Agenda shall be completed by 12:00 Noon, Wednesday preceding the Regular Commission meeting.
- F. The City Clerk, or designee, will post the Regular Commission meeting agenda and all associated back-up material to the City's WebPage, no later than 5:00 p.m., the Wednesday preceding the Regular City Commission meeting. Special and workshop agendas shall be prepared and posted as soon as possible and within guidelines established in the Charter and by State statute.
- G. Legislative action shall be taken only at the Regular City Commission meeting or at a special meeting called for the purpose of specific legislation.
- H. No action shall be taken on matters not on the agenda, including during citizen comments or Commission comments; however, if necessary, an item may be added to an agenda upon

Deltona City Commission
 Operating Guidelines & Meeting Rules and Procedures

Revised 03/02/2015

the proper motion, second and majority vote provided no additional information is required.

- I. The report from the City Manager should list by item all legislative actions or discussions of legislative action being requested by the administration; such items may be added to the Agenda pursuant to Paragraph “H”.
- J. The report from the City Attorney may be added to the Agenda when necessary to inform the City Commission of the status of legislative and other directed issues.
- K. The public forum part of the meeting shall be prior to the consent agenda.
- L. Any citizen wishing to make a presentation to the City Commission must submit their request to the Office of the City Clerk no later than 12:00 Noon on the Monday prior to the City Commission meeting. The request must be approved by the City Manager ~~and/or City Clerk~~. Presentations will be limited to ten (10) minutes.
- M. Any member of the City Commission who wishes to make a presentation to the City Commission must receive permission from the City Commission at a previous meeting.
- N. At the City Commission comments portion of the meeting, any member of the City Commission may address the record to make a statement regarding public comments or any other issue.

SECTION FOUR. PRESIDING OFFICER DUTIES.

- A. The Mayor shall be the Presiding officer of the City Commission meetings, sign or execute ordinances, and be recognized as the ceremonial head of the City government. The Mayor shall have no administrative duties other than those necessary to accomplish these actions, or such other actions as may be authorized by the City Commission, consistent with general or special law. (Charter, Section 5 (4) (b)). The Vice-Mayor shall be elected annually at the first regular City Commission meeting after the general election. In the absence of the Mayor, the Vice-Mayor shall be Acting Mayor. In the case the Mayor and Vice Mayor are both absent, then the remaining City Commissioners shall select a City Commissioner to serve as Acting Mayor. (Charter, Section 5 (5) (b)).
- B. The Mayor shall preserve strict order and decorum at all meetings of the City Commission. He or she shall state every question coming before the City Commission, announce the decision of the City Commission on all subjects and decide all questions of order; subject, however, to an appeal to the City Commission upon such questions, in which event a majority vote of the City Commission shall conclusively govern and determine such question of order. The Mayor shall vote on all questions, his/her name being called last.

SECTION FIVE. QUORUM.

The City Charter provides that a majority of the City Commission shall constitute a quorum. No

action of the City Commission shall be valid unless adopted by an affirmative vote of the majority of the Commissioners in attendance, unless otherwise provided by law or stated herein. (Charter Section 5 (8b)). In cases where Commissioner(s) leave a meeting early, once there is no longer a majority present, the meeting is to end and no further action may be taken.

SECTION SIX. CALL TO ORDER.

- A. The Mayor (as described in Section Four) shall take the chair precisely at the hour appointed for the meeting and shall immediately call the Commission meeting to order.
- B. In the absence of the Mayor and Vice Mayor (as described in Section Four) the City Clerk shall call the Commission to order, whereupon a temporary chairman shall be selected by the members of the City Commission present. Upon the arrival of the Mayor, the temporary chairman shall immediately relinquish the chair upon the conclusion of the current business.

SECTION SEVEN. ROLL CALL.

Before proceeding with the business of the Commission, the City Clerk shall call the roll of the members and the names of those present, and of those absent, shall be entered in the minutes.

SECTION EIGHT. MINUTES APPROVAL.

Each member of the City Commission shall be furnished, in advance, with a copy of the minutes and unless there are any changes requested, the minutes will be approved by unanimous consent. If corrections are made to the minutes, they can be approved, as amended, by unanimous consent. If any objection is raised, the approval of the minutes will be by formal motion.

SECTION NINE. RULES OF DEBATE.

- A. The Mayor shall introduce matters as established on the Agenda by reading the title of a proposed ordinance, resolution, agenda item, or other means. (Motion to table or continue may be made at this time.)
- B. Action on items before the City Commission shall be commenced by oral motion of a Commission member. Upon said motion receiving a second by a Commission member other than he or she who made the original motion, said item should then be opened for discussion. At the conclusion of discussion, action on the motion shall be concluded by the use of an electronic voting system or voice vote as required. The Commission members making the motion and seconding it shall not be required to vote in favor of said motion.
- C. Obtaining the floor: Every Commissioner desiring to speak shall address the chair and, upon recognition by the Mayor, shall confine himself to the question under debate, avoiding all personalities and indecorous language. Each Commissioner can only speak twice on a motion. Improper reference must be avoided.

Deltona City Commission
 Operating Guidelines & Meeting Rules and Procedures

Revised 03/02/2015

- D. Interruptions: A Commissioner, once recognized, shall not be interrupted when speaking unless to call him or her to order, or as herein otherwise provided. If a member, while speaking, were called to order, he or she shall cease speaking until the question of order is determined and, if in order, shall be permitted to proceed.
- E. Withdrawal of motion: Any motion before the City Commission may be withdrawn at any time prior to a vote being taken thereon by the Commission member making the motion, upon agreement by the Commission member seconding said motion.
- F. Amending of motions: At any time during discussion of a motion on the floor, a motion to amend said motion may be made. If the amending motion is seconded, the Commission shall, at the conclusion of the discussion, first vote on the amending motion and then upon the original motion as amended. An amending motion may be withdrawn in the same manner as set forth in Paragraph "E" above.
- G. Closing the Debate: The Mayor shall repeat the motion prior to the calling of the question, at which time the debate is closed.

SECTION TEN. MOTIONS AND VOTING.

- A. All actions by the City Commission shall be by Motion, Ordinance, or Resolution. (Charter Section 5(8b)).
- B. Every Motion shall be clearly stated, including direction, to whom it is given, specific dates, or time frame, by which the action is to be taken, and any stipulation or condition, which may be applicable.
- C. For withdrawal of motion and amending motions, refer to Section Nine (9), "D" and "E".
- D. For proper procedure on various motions, refer to Robert's Rules of Order as a source.
- E. All motions shall be made in the affirmative and shall not include opinions, observations, and/or personal views on the subject.
- F. In the event there is no second to the motion, it dies for lack of a second.
- G. Abstaining from voting: No member of the City Commission shall abstain from voting except as provided in the Florida State Statutes, Chapter 112.3143, if the issue would inure to the person's private gain. Accordingly, he or she must publicly state the nature of his or her interest in the issue at the time the item is to be considered, and within fifteen (15) days after the abstention, he or she must file a "Memorandum of Voting Conflict", with the City Clerk. The proper form is available in the City Clerk's office. The Memorandum(s) will be attached to the minutes of that meeting and made a part thereof.

SECTION ELEVEN. ORDINANCES AND RESOLUTIONS.

A. Ordinances:

1. The provisions in the City Charter and Florida State Statutes, shall govern the preparation and passage or adoption of all Ordinances.
2. The title of each Ordinance must be read for passage or adoption by the City Attorney prior to the vote.
3. The Mayor, City Commissioners, City Manager or the City Clerk may request that the City Attorney prepares an Ordinance to be considered at a future meeting. All requests, except from the City Commission, shall be directed through the office of the City Manager.
4. The form of each Ordinance shall be as approved by the City Attorney, unless otherwise directed by the City Commission.

B. Resolutions:

1. All items in Section 11-A above shall also be applicable to Resolutions.
2. Resolutions may include Approval of a Contract or Agreement, authorizing its execution; Appointments to Boards, City Commissions, and Committees; and such other matters which may be determined by the City Commission and/or the City Manager.

SECTION TWELVE. SOURCE OF RULES OF ORDER.

Robert's Rules of Order, as revised, shall be the source to serve as the guidelines for City Commission Rules of Order in lieu of other direction as stipulated in the current City Commission Rules & Procedures.

SECTION THIRTEEN. EFFECTIVE DATE OF OPERATING GUIDELINES, RULES & PROCEDURES..

Adopted by Resolution No. 99-24, effective March 15, 1999; Amended by Resolution No. 2006-51, adopted on November 6, 2006 with an effective date of January 1, 2007; Amended by Commission motion on November 20, 2006; Amended by Resolution No. 2008-06, adopted on February 18, 2008; Amended by Resolution No. 2009-14, adopted on April 20, 2009; Amended by Resolution No. 2010-42, adopted on December 13, 2010.



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 3/2/2015
FROM: Dale Baker, Acting City Manager **AGENDA ITEM:** 8 - D
SUBJECT: Request for approval of Resolution No. 2015-05, declaring certain property of the City as surplus and authorizing the sale or disposal of such property.

LOCATION:	N/A
BACKGROUND:	<p>Over time certain items of the City become obsolete or lose their usefulness and are either replaced, upgraded or are no longer functional and need to be declared surplus or disposed of by the most appropriate means available.</p> <p>The attached Resolution declares certain property as surplus as it has long outlived its usefulness. The City has been using GovDeals for disposal of assets. This has been more profitable than the live auctions that were done in the past. Most items will be auctioned this way. GovDeals auctions are open to the public.</p>
ORIGINATING DEPARTMENT:	Finance
SOURCE OF FUNDS:	N/A
COST:	N/A
REVIEWED BY:	Acting City Manager
STAFF RECOMMENDATION PRESENTED BY:	Dale Baker, Acting City Manager - Staff recommends adopting Resolution No. 2015-05 declaring certain property of the City as surplus and authorizing the sale or disposal of such property.
POTENTIAL MOTION:	"I move to adopt Resolution No. 2015-05 declaring certain property of the City as surplus and authorizing the sale or disposal of such property."
AGENDA ITEM	

APPROVED BY:

Dale Baker, Acting City Manager

ATTACHMENTS:

- Resolution No. 2015-05
- Surplus Items

RESOLUTION NO. 2015-05

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, PERTAINING TO THE SALE OF SURPLUS PROPERTY; DECLARING CERTAIN PROPERTY OF THE CITY AS SURPLUS AND AUTHORIZING THE SALE OR DISPOSAL OF SUCH PROPERTY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, over time, certain tangible personal property of the City becomes obsolete or loses its usefulness due to replacement, upgrade or loss functionality; and

WHEREAS, such property is surplus and should be disposed of by the most appropriate means available;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA:

Section 1. The City of Deltona hereby declares the tangible personal property described in Exhibit A attached hereto to be surplus.

Section 2. The City Manager is hereby directed to dispose of these surplus items via whatever means he deems most appropriate.

Section 3. Effective Date. This resolution shall take effect immediately upon its final adoption by the City Commission.

PASSED AND RESOLVED this ____ day of _____, 2015, by the City Commission of the City of Deltona, Florida.

BY: _____
JOHN MASCIARCZYK, SR., Mayor

City of Deltona, Florida
Resolution No. 2015-05
Page 2 of 2

ATTEST:

JOYCE RAFTERY, City Clerk

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

GRETCHEN R.H. VOSE, City Attorney

ITEMS FOR AUCTION 2015

Item	Munis Asset #	Tag #	Vehicle/Equip ID#	Dept.	Location	Serial # / Model #	Reason for Disposition
360 - Deltona Water Admin							
Dell Optiplex 990	15448	1000044	DELLDT107W7	360	DW01	3NQ5XQ1	Old
Dell Optiplex Minitower	11500	35062	DELLDT017XP	360	DW01	HNTDH81	Old
Dell Optiplex 745 w/ keyboard	13097	1000043	DELLDT138XP	360	DW01	7JD57D1	Old
Dell computer tower / keyboard	Not in Munis	35890		360	DW01	6G0LB21	Computer shut down
361 & 362 - Water Plant Ops / Wastewater							
Thompson Trash Pump	15813	37813	DW-0439	362	PW	1T9PT09144P6342 9F / 4DDL712	Defective motor
Gorman-Rupp Pump		1240	DW-8503	361	Diamond St.	705123TC	Defective pump
364 - Deltona Water Field							
Hoshizaki Ice Maker	13030	35074		364	Deltona Water	H03831G	Noisy compressor, getting old
Truck, Ford Ranger 2005	12279	1475	DW-0575	364	Deltona Water	1FTYR14U65PA51 674	High mileage/repair cost
(3) crates of various sized meters	n/a	n/a	n/a	364	Deltona Water	n/a	Retired, broken, or stuck
Window AC Unit	n/a	n/a	n/a	364	Deltona Water	n/a	Broken
Commerical BBQ Grill	n/a	n/a	n/a	364	Deltona Water	n/a	Broken
Various Size/Type Scrap Metal	n/a	n/a	n/a	364	Deltona Water	n/a	Scrap
Air Compressor, GX 240 Honda 8.0 w/ tank	n/a	33852	n/a	364	Deltona Water	n/a	Old

ITEMS FOR AUCTION 2015

Truck, Ford Ranger 2005	12277	1474	DW-0574	364	Deltona Water	1FTYR14U05PA51 671	High repair costs
Truck, Ford Ranger 2006	12451	1513	DW-0623	364	Deltona Water	1FTYR14U06PA65 412	High repair costs
Itron Handheld Meter Reader	15831	40491	HH01	363	DW01	398864	Replaced
Itron Handheld Meter Reader	15832	40492	HH02	363	DW01	398935	Replaced
Itron Handheld Meter Reader	15833	40493	HH03	363	DW01	417204	Replaced
Itron Handheld Meter Reader	15834	40494	HH04	363	DW01	398889	Replaced
Itron Handheld Meter Reader	15835	40495	HH05	363	DW01	399248	Replaced
Itron Handheld Meter Reader	15836	40496	HH06	363	DW01	397171	Replaced
Handheld Docking Station	13763	37796	n/a	364	DW01	403518	Replaced
Handheld Docking Station	13764	37797	n/a	364	DW01	403522	Replaced
Handheld Docking Station	13765	37798	n/a	364	DW01	399861	Replaced
Handheld Docking Station	Not in Munis	37816	n/a	363	DW01	417906	Replaced
Handheld Docking Station	Not in Munis	37817	n/a	363	DW01	430524	Replaced
Handheld Docking Station	Not in Munis	37818	n/a	363	DW01	403508	Replaced
Multi-function Printer, HP Laserjet M3035XS	Not in Munis	37802	n/a	363	DW01	CNNLC10652	Nonfunctional

ITEMS FOR AUCTION 2015

Logitech Wireless Keyboard	n/a	n/a	n/a	363	DW01	n/a	Lettering is not visible
Coin Sorter / Counter	n/a	n/a	n/a	363	DW01	n/a	Does not count correctly.
Cash Counter	n/a	n/a	n/a	363	DW01	n/a	Old
(4) Cash Drawers	n/a	n/a	n/a	363	DW01	n/a	Old
Payment Remittance System & 2 Computers	12655	1000053	n/a	363	DW01	n/a	Replaced/ Upgrade
414-416-417-419 - Public Works							
Stow Concrete Mixer	10811	1139	FO-0310	416	PW Depot	SDG752221 / CM59 CEM Mixer	Exceeded life expectancy
HTC Hydraulic Conveyor	10422	1148	FO-9926	416	PW Depot	1111369108	Damaged/Replaced
380 - Stormwater							

PARKS ITEMS

Item	Munis Asset #	Tag #	Vehicle/Equip ID#	Dept.	Location	Serial # / Model #	Reason for Disposition
Clam Truck	10517	38590	1FDXF80C5WVA 36201	720	Depot	PR9807	17 yrs old/Replaced
Reel Master	11145	38218		720	Depot	PR0405	Over 10 yrs old/replaced
2003 F350 Ford Truck	10884	35425	1FTSW30L33ED8 7735	720	Depot	PR0311	Over 10 yrs old/replaced
John Deere 1200A Bunker Rake	10431	1363	TC1200A110317	720	Depot	PR0020	15 yrs old/replaced
John Deere 1200A Bunker Rake	10432	1367	TC1200A110328	720	Depot	PR0021	15 yrs old/replaced

ITEMS FOR AUCTION 2015

IT ITEMS

Model #	Asset Tag	Serial #	Description	Reason for Disposition
RICOH AFICIO 2060SP	27289		RICOH AFICIO 2060SP	Obsolete
APC BP1000 UPS		QB0226221513	APC BP1000 UPS	Obsolete
APC BR1200		BB0919013035	APC BR1200	Obsolete
APC BR1200		BB0919013019	APC BR1200	Obsolete
APC DLA3000RM2U	38128	JS0604014520	APC DLA3000RM2U	Obsolete
APC SVRT5000XLT	38129	NS0702001850	APC SVRT5000XLT	Obsolete
APC UPS 1000		3B1034X15134	APC UPS 1000	Obsolete
APC UPS 1000		3B1034X15046	APC UPS 1000	Obsolete
APC UPS DLA2200RM2U		JS0636035424	APC UPS DLA2200RM2U	Obsolete
UPS POWERWARE PW5115		UU475A0327	UPS POWERWARE PW5115	Obsolete
APC UPS SU1400RM2	35228	AS0141211723	APC UPS SU1400RM2	Obsolete
TRIPLIGHT Smart UPS 1500rm2u		9941KY0SM71 3500269	TRIPLIGHT Smart UPS 1500rm2u	Obsolete
UPS SVA1000RM2U	Asset 14341 / Tag 38104	AS0907210447	UPS SVA1000RM2U	Obsolete

ITEMS FOR AUCTION 2015

APC BR 1200		BB0919012996	APC BR 1200	Obsolete
APC UPS SU2200NET		WS0005004687	APC UPS SU2200NET	Obsolete
APC SURTD5000XLT		NS0630029794	APC SURTD5000XLT	Obsolete
AP 926		NS0802025145	AP 926	Obsolete
APC UPS SUA1500RM2U		AS0420311267	APC UPS SUA1500RM2U	Obsolete
APC UPS SV1000RM2U		AS0113111195	APC UPS SV1000RM2U	Obsolete
APC UPS SVA5000RM2SU	38130	JS0751003401	APC UPS SVA5000RM2SU	Obsolete
MOUNT			CEILING TV MOUNT	Obsolete
Dell 19 inch monitor		CN-OPM372	Dell 19 inch monitor	Obsolete
DELL OPTIPLEX 745	35672	6R20YC1	DELL OPTIPLEX 745	Obsolete
MEDIA RAID DRIVE 021-02		10820661577	MEDIA RAID DRIVE 021-02	Obsolete
APC UPS SU2200RMXL3U	37506	QS0402213438	APC UPS SU2200RMXL3U	Obsolete
hp Laserjet 4650 dn	1398	JPKAC36954	hp Laserjet 4650 dn	Obsolete
SVC 43139150101 /poweredge 2950	36252	JTFXP91	SVC 43139150101 /poweredge 2950	Obsolete
SVC 17245558693 / poweredge 2950	37940	7X7K691	SVC 17245558693 / poweredge 2950	Obsolete
Cisco phones	38 each		Cisco phones	Obsolete
ALTEC LANSING SPEAKERS SET			ALTEC LANSING SPEAKERS SET	Obsolete
Dell Laptop D620	37173	35P0HC1	Dell Laptop D620	Obsolete
Dell Laptop D810	37274 / 1530	COLPJ81	Dell Laptop D810	Obsolete
Dell Laptop D820	35694	fgfk6B1	Dell Laptop D820	Obsolete

ITEMS FOR AUCTION 2015

Dell Laptop D830	36001	8yjkyd1	Dell Laptop D830	Obsolete
DELL PORT REPLICATORS	(6)		DELL PORT REPLICATORS	Obsolete
LINKSYS WIRELESS ACCESS		MD630F406224	LINKSYS WIRELESS ACCESS	Obsolete
NORTEL CONNECTIVITY 101		SCMSF1010640	NORTEL CONNECTIVITY 101	Obsolete
NOTEPAD VEHICLE MOUNT			NOTEPAD VEHICLE MOUNT	Obsolete
Panasonic VHS PV-V4522		K11A80467	Panasonic VHS PV-V4522	Obsolete
	(86)	includes Verizon Jet Packs & Pantech USB		Obsolete
Dell Monitor Stands	(2)		Dell Monitor Stands	Obsolete
HP 460 MOBILE PRINTER		SG7BC5Z03S	HP 460 MOBILE PRINTER	Obsolete
HP 460 MOBILE PRINTER		SG57D410Q7	HP 460 MOBILE PRINTER	Obsolete
HP 460 MOBILE PRINTER		MY7185Z1NQ	HP 460 MOBILE PRINTER	Obsolete
HP 460 MOBILE PRINTER	37664	SG7BG57084	HP 460 MOBILE PRINTER	Obsolete
hp laserjet 1320	37791	CNHC59C13S	hp laserjet 1320	Obsolete
HP LASERJET 2820		CNHC75301B	HP LASERJET 2820	Obsolete
HP4600 PRINTER	35241	JPBGB52490	HP4600 PRINTER	Obsolete
HP 4200	35053	CNBX800795	HP 4200	Obsolete
HP Laserjet CM 1017	35712	CNBY67W03R	HP Laserjet CM 1017	Obsolete
Sanyo TV	38216	8910033814066 9	Sanyo TV	Obsolete
Dell Laptop D810	1531	8wkpj81	Dell Laptop D810	Obsolete

ITEMS FOR AUCTION 2015

poweredge 2950	39893	j78ywb1	poweredge 2950	Obsolete
poweredge 2950	37500	6291nb1	poweredge 2950	Obsolete
poweredge 2950	37520	898znh1	poweredge 2950	Obsolete
poweredge 2800	38122	1nhsgb1	poweredge 2800	Obsolete
powervault	38114	96887d1	powervault	Obsolete
Optiplex GX280	35233	ctn9s11	Optiplex GX280	Obsolete
Optiplex 745	1000043	7jd5yd1	Optiplex 745	Obsolete
Optiplex GX620	35062	hntdh81	Optiplex GX620	Obsolete
Optiplex GX260	35890	6gqlb21	Optiplex GX260	Obsolete
compaq monitor			compaq monitor	Obsolete
keyboards		8	keyboards	Obsolete
mouse		1	mouse	Obsolete
Shed, Super 8x10	10396	B10599	Super Shed 8x10 w/48" door	Obsolete

Miscellaneous, non-fixed asset items



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 3/2/2015
FROM: Dale Baker, Acting City Manager **AGENDA ITEM:** 9 - A
SUBJECT: Public Hearing - Resolution No. 2015-02, Conditional Use Application CU15-001 for Iglesia De Dios Pentecostal Church.

LOCATION:

The house of worship is located at 840 Fort Smith Boulevard, south of Lightfoot Street and west of Leeward Drive.

BACKGROUND:

The City received an application for a Conditional Use, CU15-001, to expand a house of worship, Iglesia De Dios Pentecostal Church, within an R-1, Single Family Residential zoning district. The house of worship was built in 1982, has outgrown the existing space, and plans to expand the building and the parking area to meet the needs of the growing congregation. A house of worship is not a principle permitted use in the R-1 district and expansion of such a facility requires Conditional Use approval.

Expansion of the church's facilities at this location is consistent with the existing land use present on-site, it's proximity to the low density residential neighborhood to the north, and is buffered to the east and south from residential neighborhoods by existing dense vegetation. The site is also located along a City thoroughfare to accommodate additional traffic generation from the expanded facility.

With the conditions of approval listed that follows existing City regulations, expansion of the church is consistent and compatible with the City's Comprehensive Plan and Land Development Code. Finally, the Planning and Zoning Board voted unanimously on February 18, 2015, that the City Commission approve Resolution No. 2015-02, Conditional Use application for Project No. CU15-001.

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:**

Chris Bowley, AICP. Director, Planning and Development Services - Staff recommends approval of Resolution No. 2015-02 (CU15-001), allowing for the expansion of the house of worship and its parking facilities that are located at 840 Fort Smith Boulevard; subject to the following Conditions of Approval:

1. Per Section 110-817 of the City Code of Ordinances, buildings on-site are required to be no closer than 50 feet from any property line; and
2. Off-street parking areas shall meet the landscape buffer and parking lot surface requirements listed in the Code of Ordinances.

**POTENTIAL
MOTION:**

"I hereby move to approve Resolution No. 2015-02 (CU15-001), allowing for the expansion of the house of worship and its parking facilities that are located at 840 Fort Smith Boulevard; subject to the following Conditions of Approval:

1. Per Section 110-817 of the City Code of Ordinances, buildings on-site are required to be no closer than 50 feet from any property line; and
2. Off-street parking areas shall meet the landscape buffer and parking lot surface requirements listed in the Code of Ordinances."

**AGENDA ITEM
APPROVED BY:**

Dale Baker, Acting City Manager

ATTACHMENTS:

- Resolution No. 2015-02
- Staff Report 020515

RESOLUTION NO. 2015-02

A RESOLUTION OF THE CITY OF DELTONA, FLORIDA, GRANTING A CONDITIONAL USE TO EXPAND A HOUSE OF WORSHIP WITHIN AN R-1, SINGLE FAMILY RESIDENTIAL ZONING DISTRICT, FOR THE PROPERTY LOCATED AT 840 FORT SMITH BOULEVARD, WITHIN THE CITY OF DELTONA; PROVIDING FOR CONDITIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Igelsia de Dios Pentecostal Church has submitted an application for Conditional Use, CU15-001, to expand a house of worship within an R-1, Single Family Residential zoning district; and

WHEREAS, in accordance with Section 110-1102 Deltona City Code of Ordinances, the City of Deltona held a public hearing after due public notice to review the proposed Conditional Use Application, Project No. CU15-001.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, as follows:

Section 1. Conditions of approval. In accordance with the City of Deltona Code of Ordinances, Section 110-1102, the Deltona City Commission hereby grants a Conditional Use, CU15-001, for the expansion and operation of a house of worship at 840 Fort Smith Boulevard, subject to the following Conditions of Approval:

1. Per Section 110-817 of the City Code of Ordinances, buildings on-site are required to be no closer than 50 feet from any property line; and
2. Off-street parking areas shall meet the landscape buffer and parking lot surface requirements listed in the Code of Ordinances.

City of Deltona, Florida
Resolution No. 2015-02
Page 2 of 2

Section 2. Effective Date. This Resolution shall become effective immediately upon its adoption and is valid for a period not to exceed twenty four (24) months from the date of adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA THIS _____ DAY OF _____ 2015.

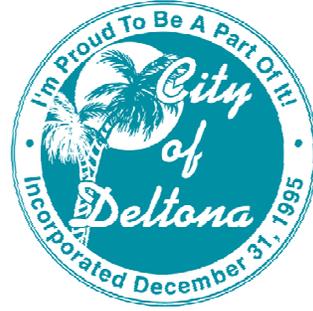
BY: _____
JOHN C. MASIARCZYK, SR., Mayor

ATTEST:

JOYCE RAFTERY, CMC, City Clerk

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

GRETCHEN R. H. VOSE, City Attorney



Staff Report

To: Planning and Zoning Board

From: Scott McGrath, City Planner

Date: February 5, 2015

Re: Resolution No. 2015-02: Project No. CU15-001 for Iglesia De Dios Pentecostal Church

I. SUMMARY OF APPLICATION:

Applicant: Iglesia De Dios Pentecostal Church, located at 840 Fort Smith Boulevard.

Request: The City has received an application for Conditional Use, CU15-001, to expand a house of worship within an R-1, Single Family Residential zoning district.

A. SITE INFORMATION:

Tax Parcel No.: 8130-19-00-0010

Property Acreage: ±5.82 Acres

Property Location: 840 Fort Smith Boulevard, Deltona, Florida 32738

Legal Description: Tract A Deltona Lakes Unit 19, per Ordinance 2140 Page 1547.

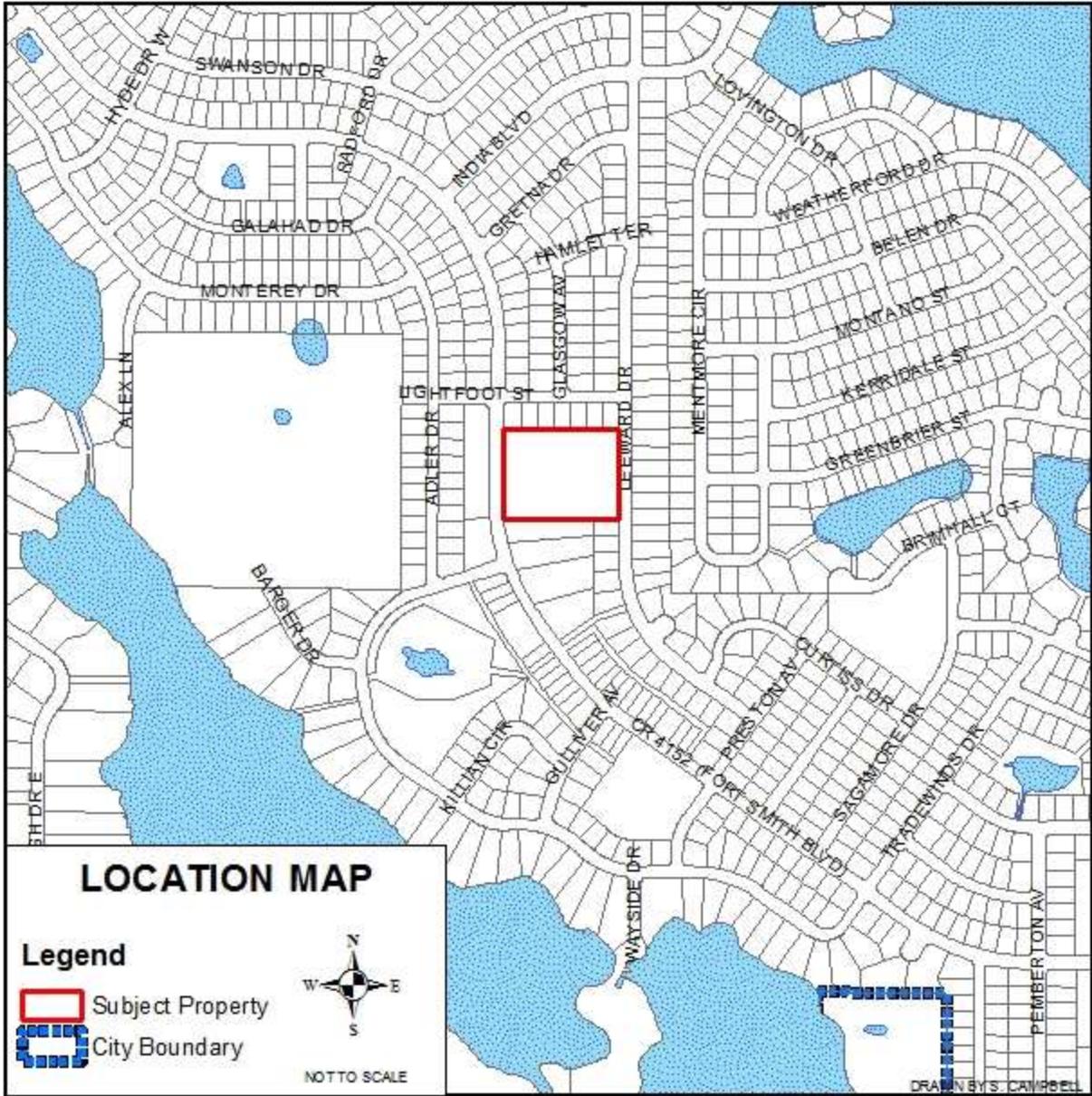


Figure 1: Location Map



Figure 2: Aerial Photo



Figure 3: Future Land Use Map



Figure 4: Zoning Map

- B. Existing Zoning:**
 - 1. Subject Property:**
Existing: R-1 Single Family
 - 2. Adjacent Properties:**
North: R-1 Single Family

South: C-1 Retail Commercial
East: R-1 Single Family
West: C-1 Retail Commercial

C. Background:

The City received an application for a Conditional Use, CU15-001, to expand a house of worship, Iglesia De Dios Pentecostal Church, within an R-1, Single Family Residential zoning district. The house of worship is located at 840 Fort Smith Boulevard, south of Lightfoot Street and west of Leeward Drive. The house of worship was built in 1982, has outgrown the existing space, and plans to expand the building and the parking area to meet the needs of the growing congregation. A house of worship is not a principle permitted use in the R-1 district and expansion of such a facility requires Conditional Use approval.

D. Support Information

Public Facilities:

- | | |
|---------------------|---------------------------------|
| a. Potable Water: | Deltona Water |
| b. Sanitary Sewer: | Private System |
| c. Fire Protection: | Fire Station 64 |
| d. Law Enforcement: | Volusia County Sheriff's Office |
| e. Electricity: | Florida Power and Light |

E. Matters for Consideration:

Section 110-1102, Code of City Ordinances, states that the City shall consider the following matters when reviewing applications for Conditional Use:

1. It is inconsistent with the purpose or intent of this chapter?

The application for expansion of the house of worship and parking facility is consistent with the purpose and intent of Section 110-1102.

2. It is inconsistent with any element of the City Comprehensive Plan?

The application is consistent with all elements of the City Comprehensive Plan.

3. It will adversely affect the public interest?

Approval of this application for Conditional Use will not adversely affect the public interest.

4. It does not meet the expressed requirements of the applicable special exception?

A house of worship is a conditional use in the R-1 Single Family zoning district, a special exception would not be applicable.

5. The applicant will be able to meet all requirements imposed by federal, state or local governments, or by the commission?

The applicant will be able to, and required to, meet all applicable federal, state, and local laws and ordinances.

6. Notwithstanding the provisions of Chapter 86, Code of Ordinances, as it may be amended from time to time, it will generate undue traffic congestion?

The house of worship operates primarily during off-peak hours and will not adversely affect traffic or create undue congestion.

7. It will create a hazard or a public nuisance, or be dangerous to individuals or to the public?

The expansion project will not create hazard conditions or public nuisance. It will not endanger the general public or individuals.

8. It will materially alter the character of surrounding neighborhoods or adversely affect the value of surrounding land, structures or buildings?

As part of the Final Site Plan application requirements, the buffers between the house of worship and the neighborhood will be improved, which will help maintain and improve the value of the surrounding land, structures and buildings.

9. It will adversely affect the natural environment, natural resources or scenic beauty, or cause excessive pollution?

The project will have minimal impact on the natural environment and natural resources. It will have increased landscaping and buffers which will help reduce pollution while increasing the beauty of the property.

CONCLUSION/STAFF RECOMMENDATION:

Staff recommends approval of Resolution No. 2015-02 (CU15-001) allowing for the expansion of the house of worship and its parking facilities that are located at 840 Fort Smith Boulevard; subject to the following Conditions of Approval:

1. Per Section 110-817 of the City Code of Ordinances, buildings on-site are required to be no closer than 50 feet from any property line; and
2. Off-street parking areas shall meet the landscape buffer and parking lot surface requirements listed in the Code of Ordinances.



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 3/2/2015

FROM: Dale Baker, Acting City Manager **AGENDA ITEM:** 9 - B

SUBJECT: Ordinance No. 02-2015, amending Chapter 14, "*Animals*," by adding Article VII "*Chickens*" providing for a one year trial period for the issuance of limited number of special permits which allow the keeping of chickens in limited numbers and under specific conditions, at first reading and to schedule second and final reading.

LOCATION:

Citywide

BACKGROUND:

The City Commission has discussed the topic of allowing chickens within the City limits since 2012. At the Regular City Commission Meeting held on Monday, July 13, 2013 the Commission concurred to not discuss the chicken issue any further. Since then the issue has come up several times during both regular and workshop meetings and the Commission concurred to revisit the Ordinance at a workshop.

At the Commission Workshop held on February 9, 2015 the Commission concurred to have the City Attorney revise Ordinance No. 02-2015 and bring it before the Commission for first reading at the Regular City Commission to be held on Monday, February 16, 2015.

ORIGINATING DEPARTMENT:

City Attorney's Office

SOURCE OF FUNDS:

N/A

COST:

N/A

REVIEWED BY:

City Attorney, Acting City Manager

STAFF RECOMMENDATION PRESENTED BY:

Becky Vose, City Attorney - That the Commission consider approval of Ordinance No. 02-2015 as presented.

POTENTIAL MOTION:

"I move to approve Ordinance No. 02-2015, at first reading

and to schedule second and final reading for March 16, 2015."

**AGENDA ITEM
APPROVED BY:**

Dale Baker, Acting City Manager

ATTACHMENTS:

- Ordinance No. 02-2015

ORDINANCE NO. 02-2015

AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, AMENDING CHAPTER 14, "ANIMALS," BY ADDING ARTICLE VII "CHICKENS" PROVIDING FOR A ONE YEAR TRIAL PERIOD FOR THE ISSUANCE OF A LIMITED NUMBER OF SPECIAL PERMITS WHICH ALLOW THE KEEPING OF CHICKENS IN LIMITED NUMBERS AND UNDER SPECIFIC CONDITIONS, 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 14, "*Animals*" of the Code of Ordinances of the City of Deltona is hereby amended by adding Article VII, "*Chickens*" to read as follows:

Article VII. Chickens

Sec. 14-280. A one-year trial period for the keeping of chickens shall be instituted. No more than twenty-five (25) trial period special permits may be granted for chickens to be kept, harbored, raised, or maintained in Chicken coops as laying hens for eggs as accessory to a residential single-family structure, ("Residence"), but only subject to the following:

(a) No more than five (5) chickens may be kept on a lot, with roosters prohibited.

(b) The Residence shall be owner-occupied.

(c) The special permit applicant must sign a statement acknowledging that the special permit may be revoked at the end of the one year trial period if the program is not continued in the city, or for any violation of this ordinance, and may be revoked if this ordinance is amended in the future, and the City of Deltona will not be held responsible or liable for any losses to the applicant if such special permit is revoked.

(d) Ducks, geese, turkeys, peafowl, or any other poultry or fowl are not allowed under the provisions of this section of the code.

(e) Chickens and associated activities shall be kept for personal use only. Selling chickens, eggs, or chicken manure, or the breeding of chickens is prohibited.

(f) The coop and enclosure must be screened from the neighbor's view, using

an opaque fence.

(g) The coop and enclosure must be located in the rear yard, as defined by the City's Code of Ordinances. No coop or enclosure shall be allowed in any front or side yard.

(h) The coop or enclosure must be a minimum of twenty five (25) feet from the rear and side property line.

(i) The coop and enclosure shall provide a minimum of four (4) square feet per chicken to permit free movement of the chickens. The coop and enclosure may not be taller than five and one-half (5 1/2) feet, measured from the natural grade, must be at least six (6) inches lower than the fence to screen them, and must be easily accessible for cleaning and maintenance. A building permit is required under the Florida Building Code. The coop shall not exceed a maximum of 200 square feet.

(j) The coop and enclosure shall be covered and ventilated, and a fence enclosure/run is required. The coop and enclosure must be completely secured from predators, including all openings, ventilation holes, doors and gates (fencing or roofing is required over the enclosure in addition to the coop, in order to protect the chickens from predators).

(k) All stored feed must be kept in a rodent and predator-proof container.

(l) Chickens shall be kept within a coop and enclosure from dusk until dawn. No person shall release or set any chicken free from such coop and enclosure unless under the supervision of a person, and no person shall slaughter a chicken.

(m) Chicken coops and enclosures shall be maintained in a clean and sanitary condition at all times. Chickens shall not be permitted to create a nuisance consisting of odor, noise or pests, or contribute to any other nuisance condition.

Sec. 14-281. *Procedures for the granting of special permits for keeping chickens.* The Building and Enforcement Services Director, under the direction of the City Manager, is authorized and directed to administer the special permit process for the keeping of chickens as follows:

- (1) A special permit will be issued once an applicant has completed an application, met all conditions, and staff concurs with the issuance of a special permit.
- (2) There will be a \$25.00 fee for the special permit and initial inspection.
- (3) Once a special permit has been issued for a chicken that is maintained under this section, the location will be subject to an annual inspection to ensure that the area is being maintained in a manner that is safe and sanitary for the animal and does not burden the neighbors of the Residence.

- (4) If any condition of the special permit has been violated, the city may revoke the special permit immediately if the violation has not been remedied after seven (7) days' notice, or if it is a repeat violation. The city is responsible for the determination of compliance with the requirements of this article. In matters of interpretation, the Building and Enforcement Services Director has the authority to determine compliance with the Code of Ordinances.
- (5) A person aggrieved by a decision of the Building and Enforcement Services Director in the issuance, denial or revocation of a special permit may appeal to the City Manager. A person aggrieved by a decision of the City Manager may appeal to the City Commission.
- (6) Persons granted a special permit will be encouraged to attend an appropriate training session to learn safe chicken and egg practices.

Sec. 14-282. *Animals killing chickens.* No dog or cat that kills a chicken will, for that reason alone, be considered a dangerous or aggressive animal.

Sec. 14-283. *Not required for A zoning district.* A special permit is not required for the keeping of chickens in the A (agricultural) zoning district.

Sec. 14-284. *Review after one year trial period.* The Building and Enforcement Services Department will track complaints and compliance issues regarding the special permits during the one year trial period and make a report to the City Commission as to the results. The City Commission will review the results after the completion of the one year trial period and take action as deemed appropriate by the City Commission.

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.

City of Deltona, Florida
Ordinance No. 02-2015
Page 4 of 4

PASSED AND ADOPTED THIS ____ DAY OF _____, 2015.

FIRST READING: _____

ADVERTISED: _____

SECOND READING: _____

JOHN C. MASIARCZYK SR., MAYOR

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