CITY OF BELLEVIEW AGENDA
City Commission Meeting

Belleview City Hall
Commission Room
5343 SE Abshier Blvd.
Belleview, FL
April 7, 2026
6:00 PM

Christine Dobkowski, Mayor
Seat 2 Ray Dwyer, Commissioner
Seat 3 Ronald T Livsey, Commissioner
Seat 4 Robert "BO" Smith, Commissioner
Seat 1 Michael Goldman, Commissioner

Welcome to the City of Belleview Commission meeting. The Commission regularly meets the first and third Tuesday of every month at 6:00 pm, unless otherwise noted. The Commission meetings are open to the public, and the Commission encourages and values your opinions as they move forward in the decision-making process.

As a courtesy to others, please silence your cell phone or other electronic devices before entering the Commission Chambers. If you need to take a call, please step outside.
In accordance with the Americans with Disabilities Act, persons needing assistance with any of these proceedings should contact the City Clerk's office at least 48 hours in advance of the meeting at Lmerritt@belleviewfl.org or 352-245-7021 extension 2109.

MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE - COMMISSIONER DWYER

ROLL CALL

APPROVAL OF MINUTES

Approval of the 03-17-2026 Commission Meeting Minutes
03-17-2026 Minutes

PUBLIC HEARING: FINAL HEARING

Ordinance 2026-07: Abandoned and Vacant Real and Personal Property
Ord. 2026-07 Abandoned Real and Personal Property
Business Impact Estimate - Abandoned Property.docx

PROCLAMATION:

Proclamation: Water Conservation Month
Water Conservation Month Proclamation

SCHEDULED AUDIENCE:

Scheduled Audience: Joe Reichel - Belleview CEP

UNSCHEDULED AUDIENCE:

Unscheduled Audience

OTHER CITY BUSINESS/DEPARTMENT UPDATES:

Community Engagement Liaison: America250 Fireworks Event Update

City Clerk: Updates

Development Services: Accessory Parking

Finance: Updates

Public Works: Mark Martin LLC Developer's Agreement
Mark Martin LLC Developers Agreement
Location

Public Works: Belleview to Greenway Trail Project – Design Cost & Funding
Interlocal Agreement for SE 102nd Pl and SE 52nd Ct Resurfacing

Police Department: Signing Bonus – Memorandum of Understanding (MOU)
COB FOP MOU Signing Bonus
Police Officer Signing Bonus Agreement

Information Technology: Updates

City Attorney: Updates

City Administrator: Updates

COMMISSION UPDATES:

Commissioner Dwyer: Discussion on the Sale of Kratom within the Belleview City Limits

Commission Updates

Item Cover Page

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: April 7, 2026

AGENDA ITEM:

Approval of the 03-17-2026 Commission Meeting Minutes

PRESENTING PARTY:

Mayor Dobkowski

ITEM TYPE:

Approval of Minutes

BACKGROUND:

RECOMMENDED ACTIONS:

Motion to approve as received or as amended the 03-17-2026 Commission Meeting Minutes

ATTACHMENTS:

03-17-2026 Minutes

The Commission reserves the right to postpone any decision on audience, or walk-in requests until sufficient time has been allowed for review of documentation.

CITY OF BELLEVIEW
CITY COMMISSION MEETING
MINUTES

Belleview City Hall
Commission Room
5343 SE Abshier Blvd.
Belleview, FL
March 17, 2026
6:00 PM

Mayor CHRISTINE K. DOBKOWSKI
Seat 1 MICHAEL J. GOLDMAN
Seat 2 RAY DWYER
Seat 3 RONALD T. LIVSEY
Seat 4 ROBERT "BO" SMITH

MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE – Commissioner Goldman

ROLL CALL OF COMMISSIONERS: Present: Livsey, Smith, Goldman, Dwyer, Dobkowski

APPROVAL OF MINUTES:

a. **03-03-2026 Commission Meeting Minutes**

Motion made by Commissioner Smith to approve the 03-03-2026 Commission Meeting Minutes as presented; seconded by Commissioner Dwyer.

Motion was called by a roll call vote. Ayes: Livsey, Smith, Goldman, Dwyer, Dobkowski

PUBLIC HEARING: FIRST READING

a. **Ordinance 2026-05: Small Scale Comprehensive Plan Amendment for 45367-000-00**

Mayor Dobkowski read Ordinance 2026-05, Small Scale Comprehensive Plan Amendment for 45367-000-00, Title Only. Development Director Chancey reviewed the Ordinance. The property, owned by E2 Farm, was annexed into the City in December 2025. It is located along US Hwy 441 and surrounded by agricultural and commercial uses. Currently served by well and septic, all existing structures will be removed for future development, including on-site drainage and part of a retail building.

This application amends the Future Land Use and Zoning Maps to assign City designations (Chart 1), rezoning from Marion County General Agriculture (A-1) to City Wholesale Business (B-5) and changing land use from Marion County Employment Center to City Commercial. The proposed designations are consistent with the intended use and compatible with surrounding properties

Mayor Dobkowski stated this is a Public Hearing and asked if anyone in the audience had any comments. No one came forward.

Motion made by Commissioner Livsey to approve Ordinance 2026-05 on First Reading, Title Only; seconded by Commissioner Goldman.

Motion was called by a roll call vote. Ayes: Livsey, Goldman, Dwyer, Dobkowski
Nays: Smith

b. Ordinance 2026-06: Annexation of 3924-021-010, 3924-021-011, 3924-021-049, and 3924-021-050

Mayor Dobkowski read Ordinance 2026-06, Annexation of Properties, Title Only. DSD Chancey stated the subject parcels are commercially zoned properties owned by Brian Ehlers Construction Company LLC. This application, initiated by the property owner, annexes the properties into the City of Belleview. The properties are surrounded by commercial and residential properties. The properties have convenient access to US HWY 441 and SE 70th Ave Rd. All four parcels are currently vacant.

Mayor Dobkowski stated this is a Public Hearing and asked if anyone in the audience had any comments. No one came forward.

Motion made by Commissioner Goldman to approve Ordinance 2026-06 on First Reading, Title Only; seconded by Commissioner Livsey.

Motion was called by a roll call vote. Ayes: Livsey, Smith, Goldman, Dwyer, Dobkowski

c. Ordinance 2026-07: Abandoned and Vacant Real and Personal Property

Mayor Dobkowski read Ordinance 2026-07, Abandoned and Vacant Real and Personal Property, Title Only. DSD Chancey stated in that in accordance with the CRA objectives and the Findings of Necessity Report, the current code is not sufficient to address blight, abandoned properties, and chronically vacant properties. This code revision revises the fee schedule, adds requirements for minimum standards for long-term vacancy, and establishes a fund for the registration and potential mitigation of abandoned properties.

Commissioner Goldman asked what the triggering mechanism is to establish what properties are vacant or abandoned. DSD Chancey stated that it must meet the definition provided for in the code, which is a property in foreclosure, vacant, or unsecured. Attorney Landt further clarified that the owner or mortgagee has the responsibility to register the property and that Development Services staff and the Code Enforcement officer are given the authority to look at the properties.

Mayor Dobkowski stated that she is not in favor of penalizing property owners with escalating fees when they are actively trying to sell their vacant properties. Attorney Landt clarified the definition of abandoned does not include properties for sale unless they are unsecured or chronically vacant.

The Commission directed DSD Chancey to amend the ordinance to include the changes to the registration fees; including lowering the registration fee for residential properties without annual escalation and increasing the initial registration fee on commercial properties while maintaining the annual escalation of fees.

Commissioner Smith inquired what other municipalities charge for vacant property registrations. DSD Chancey replied that the fees were created based on other municipalities as well as former statutory proposals.

Mayor Dobkowski stated this is a Public Hearing and asked if anyone in the audience had any comments. No one came forward.

Motion made by Commissioner Goldman to approve Ordinance 2026-07 on First Reading, Title Only with amendments discussed; seconded by Commissioner Smith.

Motion was called by a roll call vote. Ayes: Livsey, Smith, Goldman, Dobkowski
Nays: Dwyer

PROCLAMATION:

a. World Periodic Paralysis Day

Mayor Dobkowski read the Proclamation declaring March 23, 2026 as World Periodic Paralysis Day in the City of Belleview. Belleview resident Leslie Jean Wengler accepted the proclamation. Ms. Wengler thanked the Mayor and Commissions for the recognition. She shared her experiences and encouraged the community to research it and other rare diseases.

b. Florida Government Finance Professionals Week

Mayor Dobkowski read the Proclamation declaring March 16-20, 2026 as Florida Government Finance Professionals Week in the City of Belleview. Belleview Comptroller Mario Marroquin and Donna Morse of the Finance Department accepted the proclamation.

SCHEDULED AUDIENCE

a. Baseline Grab N Go

Urusa Sarfani of the Baseline Grab N Go was informed that exterior shutters were prohibited per Sec. 134-665 of the Land Development Code. After the discussion at the March 3, 2026 meeting, the Commission voted to keep the prohibition of the exterior shutters by a 3-2 vote.

Mrs. Sarfani spoke to the Commission about the needs of small businesses including insurance and security. She stated that she met with a contractor and Commissioner Livsey at the business and found that interior shutters are not a feasible option for the building; due to the size and layout, there is no ability to meet building codes with interior shutters. The building official also looked at the property and reached the same conclusion as interior shutters are completed during the initial construction process.

Mrs. Sarfani discussed the hours at the Baseline Grab N Go, which is closed during the hours that people are typically already at home. She states the need for the shutters as her business is high-risk and gave examples of businesses such as Costco that has exterior shutters and

automotive shops with roll-down bay doors that are able to have them without looking unattractive.

Commissioner Goldman stated that under the current code the city would not allow a business such as Costco, even with its reputation and size, to install exterior shutters. He requested an ordinance be drafted, advertised, and brought to the Commission at a future meeting for public discussion. The Commission directed DSD Chancey to bring a proposal to modify the ordinance to address their concerns.

Mrs. Sarfani provided, to the clerk, a petition of support that included 84 signatures from members of the local community.

UNSCHEDULED AUDIENCE:

No one came forward.

OTHER CITY BUSINESS/DEPARTMENT UPDATES:

a. City Clerk: N/A

b. Finance Department: N/A

c. Public Works: Bellehaven Development Group, LLC Developers Agreement

Public Works Director Tittering provided information on the developer's agreement for Bellehaven Phase 3, which is located on SE 58th Ave (Baseline), inside city limits. This phase is approximately 19.25 acres +/-. It will be developed with 88 single-family home lots. Some provisions of this developer's agreement are covered by the Bellehaven Phase 2 Developer's Agreement which was approved in 2024.

Mayor Dobkowski stated this is a Public Meeting and asked if anyone in the audience had any comments. No one came forward.

Motion made by Commissioner Dwyer to approve the Bellehaven Development Group, LLC Developer’s Agreement; seconded by Commissioner Livsey.

Motion was called by a roll call vote. Ayes: Livsey, Goldman, Dwyer, Dobkowski
Nays: Smith

d. Public Works: Grease Trap Discussion

PWD Titterington stated that the March 17, 2026 meeting, there was a discussion on an automatic electronic cleaning system for Belleview Meats, which FOG Coordinator Gary was tasked to research. Mrs. Gary provided an update on sizing methodologies, which Belleview Meats does not easily fit into. After analysis, it is recommended that the under sink unit is permissible with conditions regarding installation, maintenance, inspections, record keeping, and providing data logs to the city.

FOG Coordinator Gary spoke with the manufacturer about the potential of providing a free unit to Mr. Waldron for use at his business; the collected data at this type of business would provide useful information for the FOG industry, which the city would seek to publish.

Commissioner Goldman inquired whether there was a mobile app for the unit; FOG Coordinator Gary replied that there is an app planned, but it is not currently available.

Administrator Moody remarked that Mr. Waldron needs to apply for special exceptions and pay applicable fees. Attorney Landt stated those changes will need to be added to the code. The Commission directed staff to move forward with creating a process and amending code.

Commissioner Dwyer left the room at 7:23PM and returned at 7:25PM.

Commissioner Smith asked what the pricing difference is between inside and outside. PWD Tittering replied that it can vary based on size, location, current building conditions, and many other factors. Mr. Waldron spoke to the Commission to say that if he leaves that location, an underground system would be a loss as he would not be able to move it to a new business location.

e. Police Department: Hiring Incentive

Chief Holland stated that at the March 3, 2026 Commission Meeting, a $6,000 incentive was approved for applicants who are Florida Certified Police Officers signing a one-year contract. Staff is seeking clarification on whether the bonus will be paid out at the end of the 12-week FTO program or at the end of the one-year mark.

All Commissioners agreed that this incentive would remain on a trial basis to verify the program is meeting its goals and if it is abused, they would discontinue it. Commissioners Goldman and Dwyer prefer to have the bonus pro-rated monthly starting at the 12-week mark and ending at the one-year mark. Commissioners Livsey and Smith as well as Mayor Dobkowski felt the bonus should be paid once the 12-week period ended.

After further discussion, the Commission concluded that the hiring incentive would be paid at the end of the 12-week FTO program.

f. Development Services: N/A

g. Information Technology: *Absent*

h. Legal Services: Carpenter Property

Attorney Landt provided an update on the Carpenter Property. The City received the certificate of title on March 10, 2026. The City will need to clean up the property or sale as is. Staff will bring the item forward at a future meeting to request an appraisal and declare it as surplus to sell.

DSD Chancey informed the Commission that the building official has identified several safety issues that need to be taken care of immediately.

Mayor Dobkowski stated this is a Public Meeting and asked if anyone in the audience had any comments. No one came forward.

Motion made by Commissioner Smith to direct DSD Chancey to work with the building official to address the immediate safety concerns; seconded by Commissioner Livsey.

Motion was called by a roll call vote. Ayes: Livsey, Smith, Goldman, Dwyer, Dobkowski

i. Administrator:

Administrator Moody stated that Marion County Parks will begin sending a schedule of reservations at the Sports Complex to mitigate conflicts between citizens as it pertains to field reservations.

Administrator Moody also discussed an upcoming emergency management training; all elected officials must receive this training by Florida Statute. Staff will attend in-person, but the Commissioners have the option to attend the training in-person or online.

COMMISSION UPDATES:

Commissioner Dwyer: N/A

Commissioner Livsey: N/A

Commissioner Goldman: Requested Public Works staff research backflow preventer grants to help defray the costs to existing businesses.

Commissioner Smith: N/A

Mayor Dobkowski: N/A

Adjournment: Meeting adjourned by Mayor Dobkowski at 7:49 PM.

Attest:

_____
Lezli Merritt, MPA
City Clerk

Item Cover Page

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: April 7, 2026

AGENDA ITEM:

Ordinance 2026-07: Abandoned and Vacant Real and Personal Property

PRESENTING PARTY:

Shawna Chancey, Development Services Director

ITEM TYPE:

Public Hearing: Final Reading

BACKGROUND:

The current Abandoned Real and Personal Property ordinance requires residential homes in foreclosure or subject to foreclosure to be registered with the city annually and maintained by a third-party maintenance company.

Objectives 1.2 and 1.5 of the Downtown Belleview Redevelopment Plan recognize the need to "identify and facilitate changes to City regulations to promote development, redevelopment, and economic development activities within the CRA" and "improve the condition of non-residential uses within the CRA." Additionally, the plan shall be consistent with the city's Comprehensive Plan. The Future Land Use Element, Goal 1: Objective 2 of the Comprehensive Plan states, "the City shall enforce policies and regulations that encourage the redevelopment and renewal of blighted areas." Many of the abandoned commercial buildings in the city were identified in the Findings of Necessity Report as part of the CRA creation.

As a tool for addressing blight, abandoned properties, and chronically vacant properties, staff is recommending a code revision to include commercial buildings, a revised fee schedule, a requirement for minimum standards for long-term vacancy, and establishing a fund for the registration and potential mitigation of abandoned properties.

This ordinance was approved on first reading with an amended registration fee on March 17, 2026. The

fee schedule has been updated as directed by the Commission.

RECOMMENDED ACTIONS:

Motion to approve, approved as amended, or not approve Ordinance 2026-07, Abandoned and Vacant Real and Personal Property, on Final Reading, Title Only.

ATTACHMENTS:

Ord. 2026-07 Abandoned Real and Personal Property
Business Impact Estimate - Abandoned Property.docx

ORDINANCE 2026-07

AN ORDINANCE AMENDING ARTICLE VI, CHAPTER 2 OF THE CITY CODE PROVIDING FOR MAINTAINING ABANDONED BUILDINGS IN THE CITY; PROVIDING FOR MAINTAINING AND ENFORCING AN ACCURATE REGISTRATION RECORD OF ALL ABANDONED AND VACANT BUILDINGS IN THE CITY; PROVIDING FOR A STATEMENT OF PURPOSE AND INTENT; PROVIDING FOR DEFINITIONS; DECLARING ABANDONED BUILDINGS A PUBLIC NUISANCE; PROVIDING FOR APPLICABILITY; PROVIDING FOR PENALTIES; PROVIDING FOR REGISTRATION OF ABANDONED PROPERTY; PROVIDING FOR A REGISTRATION FEE; PROVIDING FOR MAINTENANCE REQUIREMENTS; PROVIDING FOR STRUCTURAL AND BUILDING STANDARDS; PROVIDING FOR SECURITY REQUIREMENTS; PROVIDING FOR IMMUNITY OF ENFORCEMENT OFFICER; PROVIDING FOR AUTHORITY OF DEVELOPMENT SERVICES DIRECTOR; PROVIDING FOR INQUIRY, INSPECTION AND NOTICE ENFORCEMENT OFFICER; PROVIDING FOR VACANT AND ABANDONED BUILDINGS FUND AND EXPENDITURES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 2, Article VI of the City Code provides regulations and requirements for abandoned and vacant buildings; and

WHEREAS, the City Commission finds that abandoned and vacant buildings contribute to blight in both residential neighborhoods and non-residential areas, discourage economic development and retard appreciation of property values, endanger public health and safety, attract criminal activity, and create fire hazards; and

WHEREAS, the City Commission finds that it is the responsibility of property owners to prevent buildings from becoming a burden to the neighborhood and community and a threat to the public health, safety, and welfare; and

WHEREAS, the City Commission finds that abandoned and vacant buildings contribute to crime and result in increased expenditures for police, fire, and code compliance inspections and calls; and

WHEREAS, the City Commission finds that to protect the public welfare, the City should establish a process to address abandoned real property located within the City; and

WHEREAS, the City Commission finds that regulation of abandoned residential and commercial property is necessary to protect residential neighborhoods from becoming blighted through the lack of adequate maintenance and security of abandoned properties; and

WHEREAS, the City Commission finds that to protect the public health, safety, and welfare, it is necessary to amend Chapter 2, Article VI of the City Code as provided hereinafter.

NOW THEREFORE, BE IT ORDAINED by the City Commission of the City of Belleview, Florida, that Article VI of Chapter 2 regarding Abandoned and Vacant Real and Personal Property of the City Code is amended and shall read as follows:

“Chapter 2 – Administration

ARTICLE VI. ABANDONDED AND VACANT REAL AND PERSONAL PROPERTY

Sec. 2-255. Purpose and intent.

It is the purpose and intent of the City to establish a process to address abandoned real property located within the City. The City recognizes that abandoned and vacant buildings contribute to blight in both residential neighborhoods and non-residential areas, discourage economic development and retard appreciation of property values, endanger public health and safety, attract criminal activity, and create fire hazards, and further that it is the responsibility of property owners to prevent buildings from becoming a burden to the neighborhood and community and a threat to the public health, safety, and welfare.

The City finds that abandoned and vacant buildings result in increased expenditures for police, fire, and code services inspections and calls. Therefore, it is the City's further intent to specifically establish abandoned residential and commercial property regulations as a mechanism to protect residential neighborhoods from becoming blighted through the lack of adequate maintenance and security of abandoned properties. It is the City’s further intent to protect the public health, safety, and welfare by maintaining and enforcing an accurate registration record of all abandoned and vacant buildings.

Sec. 2-256. Definitions.

For purposes of this article, certain phrases and words are defined below. Words or phrases not defined in this article but defined in applicable state law or the Code shall be given that meaning. All other words or phrase shall be given their common ordinary meaning. The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandoned real property means any property that is vacant and is under a current notice of default and/or notice of mortgagee's sale by the lender or a pending tax assessors lien sale and/or properties that have been the subject of a foreclosure sale where the title was retained by the beneficiary of a mortgage involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure or sale, or a vacant building that is open or unsecured so that unauthorized admittance may be gained.

Accessible property means a property that is accessible through a compromised, incomplete, damaged, or breached gate, fence, wall, or other barrier.

Accessible structure means a structure or building that is unsecured, breached, or otherwise open to access, in such a way as to allow access to the interior space by unauthorized persons.

Chronic vacancy or *chronically vacant* means a vacant building that continues to remain vacant for six months after initial notification by the City to the owner.

City Code means the City of Belleview Code of Ordinance, as amended from time to time.

Enforcement officer or *Code Compliance Officer* means any designated employee or agent of the City whose duty it is to enforce codes and ordinances enacted by the City Commission including, but not limited to, code inspectors, law enforcement officers, animal control officers,

fire safety inspectors, the chief of police or the chief's designee, or any other person so duly designated by resolution of the City Commission.

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

Foreclosure means the process by which a property, placed as security for a real estate loan, is sold at public sale to satisfy the debt if the borrower defaults.

Private property means all lands and improvements other than public lands and improvements.

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

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

Rehabilitation means taking corrective action to meet the minimum standards set forth in this section and comply with the codes and ordinances of the City, together with all other applicable controlling laws (as that term is used in its broadest sense).

Residential building means any improved real property or portion thereof, situated in the City, designed or permitted to be used for dwelling purposes, and shall include the buildings and structures located on such improved real property.

Unsecured means access to the building may be obtained through open, unlocked, broken, or missing doors or windows of such building.

Vacant means any building intended for residential or commercial use which is not currently occupied or in use wherein no person or persons actually, currently conduct a lawful business or lawfully reside or live in any part of the building as the legal or equitable owners(s) or tenant-occupants(s) or tenant(s) on a permanent, non-transient basis or that is unoccupied for more than 60 days.

Sec. 2-257. Applicability.

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

Sec. 2-258. Abandoned buildings declared a nuisance.

Any real property in violation of this section shall constitute a public nuisance.

Sec. 2-259. Penalties.

(a) Any person who shall violate the provisions of this chapter shall, upon conviction, be punished as provided in section 1-14 of the Code of Ordinances, as applicable.

(b) Failure to comply with the requirements of this Article VI by a mortgagee and/or property owner of record may also be a violation of the City Code for which a Code Enforcement Officer issues a citation or notice of violation and/or a notice of hearing on such violation, which violations are subject to the provisions and penalties provided in Section 2 -240 of the City Code.

Sec. 2-260. Registration of abandoned real property.

(a) Any owner who has abandoned or intends to abandon real property; such owner shall immediately register with the City. Vacant, abandoned, or neglected properties, regardless of notice of default or foreclosure, so long as the property meets the definition of an abandoned real property, vacant, neglected, chronic vacancy, or chronically vacant property, are subject to annual registration. Funds derived from said fee shall be used to offset the City's cost of inspections and potential mitigation.

(b) Any mortgagee who holds a mortgage on real property located within the City shall perform an inspection of the property that is the security for the mortgage, upon default by the mortgagor, prior to the issuance of a notice of default. If the property is found to be vacant or shows evidence of vacancy, it shall be deemed abandoned, and the mortgagee shall, within ten days of the inspection, register the property with the director of development services, or designee, on forms provided by the City. A registration is required for each vacant property.

1. If the property is occupied but remains in default, it shall be inspected by the mortgagee or his designee monthly until: (1) the mortgagor or other party remedies the default; or (2) it is found to be vacant or shows evidence of vacancy at which time it is deemed abandoned, and the mortgagee shall, within ten days of that inspection, register the property with the director of development services, or his or her designee, on forms provided by the City.

2. Registration pursuant to this section shall contain the name of the mortgagee, the direct mailing address of the mortgagee, a direct contact name and telephone number of the mortgagee, facsimile number, and e-mail address, and, in the case of a corporation or out-of-area mortgagee, the local property management company responsible for the security and maintenance of the property. An annual registration fee shall be due upon filing the required registration form.

3. The annual registration fees are as follows:

   Residential:

   $150.00 registration (not pro-rated; renewal is due every 12 months on the original registration date)

   Commercial:

   - $250.00 buildings that have been vacant for not more than two (2) years

After two years, if a vacant commercial property is not actively on the market for sale, the following renewal fees will apply:

- $500.00 buildings that have been vacant for three (3) years
- $1000.00 buildings that have been vacant for four (4) years
- $2000.00 buildings that have been vacant for five (5) years
- $4000.00 buildings that have been vacant for six or more (6+) years

4. The registration fees set forth herein-above are not prorated.
5. Renewal fees shall be due 12 months after the initial registration and thereafter twelve months after the prior year's registration.

(c) Properties subject to this section shall remain under the annual registration requirement, security, and maintenance standards of this section as long as they remain vacant.

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

Sec. 2-261. Maintenance requirements.

Every owner of real property shall maintain the property in accordance with the requirements and provisions of this section and all other applicable requirements of the City Code.

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

(b) Properties subject to this article shall be maintained free of graffiti or similar markings.

(c) Properties subject to this article shall be appropriately maintained. Such maintenance shall include, but not be limited to, watering and/or irrigation, cutting, and mowing, removal of all trimmings and debris, repair of broken windows, doors, roofs, fences/walls, or any other visible damage to the structure or accessory structures.

(d) Pools and spas shall be maintained so the water remains free and clear of pollutants and debris. Pools and spas shall comply with the enclosure requirements of the City Code and Florida Building Code, as amended from time to time.

(e) Failure of the mortgagee and/or property owner of record to properly maintain the property may result in a violation of the City Code and issuance of a citation or notice of violation/notice of hearing by a City's Code Enforcement Officer. Pursuant to a finding and determination by the City's Code Compliance Magistrate, the City may take the necessary action to ensure compliance with this section.

(f) Every owner of real property is liable for violation of this section regardless of any contract or agreement the owner has with any third party.

Sec. 2-262. Public Nuisance.

(a) Any real property in violation of this Article shall be deemed a public nuisance.

(b) It is prohibited and unlawful for any building or structure to be vacant for more than 60 calendar days unless one of the following conditions exists:

1. The building or structure is subject to an active building permit for demolition, construction, alteration, modification, rehabilitation, or repair, and the owner is progressing diligently to complete the demolition, construction, alteration, modification, rehabilitation, or repair within the time frame outlined in the building permit; or

2. The building or structure, including the real property on which it is located, does not otherwise constitute a public nuisance and is not reasonably likely to become a public nuisance because the real property is actively maintained and monitored. Actively maintained and monitored means that the condition of the real property complies with the minimum standards set forth in this section and any other applicable provisions of the codes and ordinances of the City together with all other applicable controlling laws (as that term is used in its broadest sense) or which is otherwise being maintained in accordance with the terms and conditions of an executed and unexpired maintenance or development agreement between the City and the property owner.

(c) Unless a vacant or abandoned building or structure meets one of the conditions set forth in subsection (a)(2) a. and b., the owner of any vacant or abandoned building or structure, whether unsecured or secured (i.e. boarded) as a result of voluntary action by the owner or following enforcement activity by City) shall, within 30 days of receiving a notice of violation from the City, or within such time as may be extended by the City, rehabilitate the unsecured or boarded building or structure such that it complies with subsection (c)(2) a. or b. and is otherwise a safe, sanitary and sound structure which complies with all applicable City Code provisions and regulations.

Sec. 2-263. Structural and building standards.

All vacant or abandoned property shall be maintained in a structurally sound condition and meet the following minimum building standards:

(a) Complies with the codes and ordinances of the City together with all other applicable controlling laws (as that term is used in its broadest sense).

(b) All electrical, natural gas, sanitary, and plumbing facilities shall be maintained in a condition that does not create a hazard to public health or safety.

(c) All fences, walls, arbors, or other similar structures, whether made of masonry, wood, metal, vinyl, or other materials, shall be maintained in a structurally sound condition in accordance with the codes and ordinances of the City, together with all other applicable controlling laws (as that term is used in its broadest sense).

(d) All windows and doors shall be maintained in a condition that is free of cracks, holes, and locks that function properly. Doors may be reinforced with an exterior locking device.

(e) Roofing shall be free of holes and areas of intrusion. Tarping is permitted for a period of sixty days. An extension may be granted if a permit is issued for the repair and/or replacement of the damaged roof.

(f) All vacant or abandoned property shall be maintained in a manner that does not create an unreasonable risk of fire and which meets the vacant building requirements of Marion County Fire Safety.

Sec. 2-264. Security requirements.

All vacant or abandoned property shall be maintained in a manner that secures it from any unauthorized entry and meet the following minimum-security standards:

(a) All windows, doors, gates, fences or any other opening of such size that may allow access of persons, animals, or other elements, to the interior of the property, building or structure shall be secured, locked, closed, or maintained in such a manner so as to prevent unauthorized entry and from being or becoming an attractive nuisance.

(b) Windows, sliding doors, or similar openings shall provide intact glazing and resistance to entry equivalent to or greater than that of a solid sheet of one-quarter-inch (¼") plywood. Otherwise, ¼" plywood, cut to fit the opening, and securely nailed, shall be used to cover any opening. Boarding may be utilized as a temporary measure for up to 60 calendar days, after which all openings must be re-glazed in accordance with applicable codes and regulations.

(c) Doors and service openings with thresholds located ten feet or less above grade, stairway, landing, ramp, porch, roof, or similarly accessible area shall provide resistance to entry equivalent to or greater than that of a closed single-panel or hollow-core door one and three-eighths inches thick equipped with a half-inch throw deadbolt.

(d) Exterior doors, other than the operable door, to be maintained, may be closed from the interior of the building or structure by toe nailing them to the door frame using 10D or 16D galvanized nails.

(e) There shall be at least one operable door into each building or structure to allow access to all portions of the building or structure. If an existing door is operable, it may be used and secured with a suitable lock such as a hasp and padlock or a one-half inch deadbolt or deadlatch.

(f) All locks shall be kept locked. When a door cannot be made operable and is not visible from any public right-of-way or neighboring property, the door shall be constructed of three-quarter-inch CDX plywood and equipped with a lock as required in this section.

(g) If the property is owned by a corporation and/or out-of-area mortgagee, a local property management company shall be contracted to perform monthly inspections to verify compliance with the requirements of this section, and any other applicable laws.

1. The property shall be posted with the name and 24-hour contact phone number of the local property management company. The posting shall be no less than

an eight-inch by ten-inch sign. The posting shall contain the following language:

THIS PROPERTY IS MANAGED BY:
(name of management company)

TO REPORT PROBLEMS OR CONCERNS CALL:

(phone # of management company contact)

2. The posting may be placed on the interior of a window facing the street to the front of the property so it is visible, or secured to the exterior of the building/structure facing the street to the front of the property so it is visible. If no such area exists, then the posting may be as set forth in subsection (2) below;
3. Exterior posting shall be on a stake of sufficient size to support the posting in a location as close as possible to the main door entrance of the property and shall be constructed of and printed with weather-resistant materials. Exterior postings shall be maintained so that they are legible and intact.
4. The local property management company shall inspect the property monthly to ensure that the property complies with this chapter. Upon the request of the City, the local property management company shall provide a copy of the inspection reports to the code enforcement division.

Sec. 2-265. Opposing, obstructing enforcement officer; penalty.

Whoever opposes, obstructs, or resists any enforcement officer or any person authorized by the enforcement office in the discharge of duties as provided in this chapter, upon conviction, shall be punished as provided in section 1-14.

Sec. 2-266. Immunity of enforcement officer.

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

Sec. 2-267. Additional authority.

The Development Services Director, or their designee, shall have authority to require the mortgagee and/or owner of record of any property affected by this section, to implement additional reasonable maintenance and/or security measures including, but not limited to, securing any and all door, window or other openings, or other measures as may be reasonably required to help prevent further decline of the property.

Sec. 2.268. Inquiry, inspection, and notice.

(a) The City's enforcement officer shall make an inquiry and inspection of premises upon receiving information that a building may be abandoned or vacant. Upon making such inquiry and inspection, the enforcement officer shall make a written report of his or her findings.

(b) If the enforcement officer determines that a building is abandoned or vacant, then such officer shall give notice of the finding to the owner by:

1. Delivering written notice to the owner personally, or
2. By first-class mail through the U.S. Postal Service and by posting the notice on the building in a conspicuous place.

(c) The notice issued by the City for an abandoned or chronically vacant building shall be in writing and shall contain the common street address, description of the building, registration requirements, and shall apprise the owner of the facts available to the City which resulted in the determination that the building is an abandoned or chronically vacant building and advise the owner that he or she has 20 days to appeal the determination.

(d) The notice shall state the steps which an owner may take to claim an exemption from registration fees.

(e) The time period for registration of an abandoned or chronically vacant building may be extended by the enforcement officer for good cause.

Sec. 2.269. Vacant and abandoned building fund.

There is hereby established a vacant and abandoned building fund for the deposit of all registration fees and fines collected under this article. The clerk or designee shall have authority for the collection, allocation, and expenditures of said revenue (as approved by the City commission). Revenue in the vacant and abandoned building fund shall be dedicated solely for all costs reasonably related to the administration of this article and costs incurred by the City making repairs to protect the public. The vacant and abandoned building fund shall be administered as a separate line item in the City budget. Money in the vacant and abandoned building fund shall not revert to the general fund or any other fund of the City."

BE IT FURTHER ORDAINED that all ordinances or parts of ordinances in conflict with this ordinance are, to the extent of such conflict, repealed.

BE IT FURTHER ORDAINED that it is the intention of the City Commission that the provisions of this ordinance shall become and be made a part of the Code of Ordinances for the City of Belleview, Florida; that the sections of this ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "ordinance" may be changed to "section," "article," or other appropriate designation.

BE IT FURTHER ORDAINED that this Ordinance shall become effective immediately upon adoption.

CERTIFICATE OF ADOPTION AND APPROVAL

The above and foregoing ordinance was duly read and approved upon **First Reading** by a ___ to ____ vote of the City Commission of the City of Belleview, Florida, at a Regular Meeting held on _____, 2026. Said ordinance was duly read, passed, and adopted upon **Final Readin**g by a ___ to ___ vote of the City Commission of the City of Belleview, Florida at a Public Hearing held on _____, 2026.

_____
CHRISTINE DOBKOWSKI
Mayor

Attest:

_____
LEZLI MERRITT
City Clerk

Approved as to Form and Legal Sufficiency
For the use and Benefit of the City of Belleview Only:

_____
FREDERICK E. LANDT, III
City Attorney

CERTIFICATE OF ADVERTISING

I HEREBY CERTIFY that foregoing Ordinance was advertised for a Public Hearing in the ____ _____ of the Voice of South Marion newspaper in accordance with Florida Statutes.

_____
LEZLI MERRITT
City Clerk

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of Belleview's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
Ordinance 2064-00 Abandoned Real and Personal Property

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of Belleview hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Ordinance 2026-00 is proposed for the purpose of

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

The proposed ordinance requires owners of abandoned and chronically vacant properties to register with the City annually. The fee structure is designed to increase annually after two years of vacancy to discourage blight and chronically vacant buildings. Sec. 2-260 outlines the fee schedule, beginning with a $250 fee for the first two years for commercial properties.

Ordinance 2026-07 imposes new charges or fees on businesses/owners of abandoned and chronically vacant properties.

The city may incur increased, indeterminate regulatory costs associated with code compliance, which will be offset by the registration fee.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The city estimates that approximately 30 private, for-profit businesses are vacant in the city and, therefore, would potentially be subject to Ordinance 2026-07. [cite source of data]

4. Additional information the governing body deems useful (if any):

Item Cover Page

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: April 7, 2026

AGENDA ITEM:

Proclamation: Water Conservation Month

PRESENTING PARTY:

Mayor Dobkowski

ITEM TYPE:

Proclamation

BACKGROUND:

April is Water Conservation Month. Accepting the Proclamation will be L.R. "Bob" Titterington, Public Works Director.

RECOMMENDED ACTIONS:

ATTACHMENTS:

Water Conservation Month Proclamation

The Commission reserves the right to postpone any decision on audience, or walk-in requests until sufficient time has been allowed for review of documentation.

Proclamation

CITY COMMISSION
OF THE CITY OF BELLEVIEW, FLORIDA

WHEREAS, water is a basic and essential need of every living creature; and

WHEREAS, The State of Florida, Water Management Districts, and City of Belleview are working together to increase awareness about the importance of water conservation; and

WHEREAS, the City of Belleview and the State of Florida has designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

WHEREAS, the City of Belleview has always encouraged and supported water conservation, through various educational programs and special events; and

WHEREAS, every business, industry, school and citizen can make a difference when it comes to conserving water; and

WHEREAS, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and

WHEREAS, outdoor irrigation comprises a large portion of water use, the City of Belleview will encourage citizens and businesses to focus on improving outdoor irrigation efficiency;

NOW, THEREFORE, I, Christine K. Dobkowski, Mayor/Commissioner of the City of Belleview on behalf of the Commission of the City of Belleview, do proclaim the month of April as

Water Conservation Month

In the City of Belleview and call upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water. For this, the 28th year of Water Conservation Month, the focus is on ensuring that outdoor irrigation systems operate efficiently by using properly functioning rain shutoff devices. By making sure these devices are installed, connected, and working as intended, our community can prevent unnecessary watering, reduce waste, and make better use of the rainfall we receive.

PROCLAIMED this 7th Day of April 2026.

_____
CHRISTINE K. DOBKOWSKI
Mayor/Commissioner

ATTEST:

_____
LEZLI MERRITT
City Clerk

Item Cover Page

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: April 7, 2026

AGENDA ITEM:

Scheduled Audience: Joe Reichel - Belleview CEP

PRESENTING PARTY:

Lezli Merritt, City Clerk

ITEM TYPE:

Scheduled Audience

BACKGROUND:

Joe Reichel to provide updates on the Belleview CEP

RECOMMENDED ACTIONS:

ATTACHMENTS:

The Commission reserves the right to postpone any decision on audience, or walk-in requests until sufficient time has been allowed for review of documentation.

Item Cover Page

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: April 7, 2026

AGENDA ITEM:

Unscheduled Audience

PRESENTING PARTY:

Mayor Dobkowski

ITEM TYPE:

Unscheduled Audience

BACKGROUND:

Protocol:

1. Please speak clearly, stating your name and address for the record.
2. Each speaker is allowed a maximum of three (3) minutes, unless allotted more time by the Mayor.
3. Citizen comments will be directed to the City Commission and not addressed to a single staff person or the City Attorney, unless so directed by the Mayor.
4. Please give any documents or packets you may have for distribution to the Commission to the City Clerk. If you wish to have them distributed immediately, eight copies will be required.
5. After stating your concern or suggestion to the Commission, please take your seat.

While we understand the emotional aspect of some topics, we ask that you remain civil and respectful.

RECOMMENDED ACTIONS:

ATTACHMENTS:

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Item Cover Page

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: April 7, 2026

AGENDA ITEM:

Community Engagement Liaison: America250 Fireworks Event Update

PRESENTING PARTY:

Robert Vass, Community Engagement Liaison

ITEM TYPE:

Other City Business/Department Updates

BACKGROUND:

Under the direction of the City Commission, Community Engagement continues to plan the America250 Fireworks Event taking place on Saturday, July 4, 2026 at the Belleview Sportplex. The following is an updated budget for the event:

Inflatables: 8 units to create two (2) family zones: $5,048.48
Face painting: four (4) staff to provide services in two (2) family zones: $1,440.00
Tabling, Chairs, Tents, Cooling Stations: $17,080/00
Golf Carts: $1,500 (tentative)
Food Allowance for Staff: $25/pp X 50 staff: $1,250
Giveaways: $2,000
MISC Supplies: $2,000 (max depending on final needs)

TOTAL EXPENSES (not including staffing): $30,318.48

Sponsorships:
$3,500 pledged to date; $2,000 secured

IN-KIND:
Portable bathroom units and rolling dumpsters: covered by waste company

The Commission reserves the right to postpone any decision on audience, or walk-in requests until sufficient time has been allowed for review of documentation.

RV for PD command center: provided by Camping World

Marion County has secured enough sponsorship to cover the fireworks expenses itself; thereby, removing the concern of Belleview needing to cover the $30,000 for that line-item expense. However, it is unclear if any additional funds raised will be distributed to municipalities for their direct expenses. The City should operate under the belief there will be no financial relief for these expenses from the County.

Staff continues to explore potential sponsors for the event.

RECOMMENDED ACTIONS:

ATTACHMENTS:

Item Cover Page

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: April 7, 2026

AGENDA ITEM:

City Clerk: Updates

PRESENTING PARTY:

Lezli Merritt, City Clerk

ITEM TYPE:

Other City Business/Department Updates

BACKGROUND:

RECOMMENDED ACTIONS:

ATTACHMENTS:

The Commission reserves the right to postpone any decision on audience, or walk-in requests until sufficient time has been allowed for review of documentation.

Item Cover Page

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: April 7, 2026

AGENDA ITEM:

Development Services: Accessory Parking

PRESENTING PARTY:

Shawna Chancey, Development Services Director

ITEM TYPE:

Other City Business/Department Updates

BACKGROUND:

The Current City Code allows accessory parking in the side and rear of properties and in the front yard by Special Exception. However, Ordinance 2023-03 amended the city code to allow for the parking of an RV/Travel trailer in the front yard.

Due to impending code enforcement violations, staff is asking for clarification on accessory parking, as the size and length of RVs and travel trailers are similar in length to boats and enclosed trailers.

DIVISION 2. - LOT, YARD, HEIGHT AND OTHER SITE AREA REGULATIONS

Sec. 134.465. - Yard encroachments.

Every part of every required yard shall be open and unobstructed from the ground to the sky except as provided in this section, or as otherwise permitted in this zoning code:

(8) Accessory parking is permissible in the side or rear yard, and may be permitted in the front yard as a special exception. If located in a front yard, accessory parking shall be parked in a driveway and shall be limited to no more than one boat, vehicle, or trailer meeting the definition of accessory parking.

DIVISION 4. - USES

The Commission reserves the right to postpone any decision on audience, or walk-in requests until sufficient time has been allowed for review of documentation.

Sec. 134-624. - Travel trailers as accessory uses.

(a) Recreational vehicles, as used herein shall include motor homes, travel trailers, fifth wheels, and folding campers. Recreational Vehicles may from time to time be referred to as an "RV."

(b) Recreational vehicles parked or operated within the city limits of Belleview shall have a valid and current registration and license plate.

(c) Recreational vehicles greater than 35 feet in length may be stored or parked on property with a zoning designation of R-1.

(d) Recreational vehicles parked on residential property must be parked in observance with set back and side lot provisions of the City Code for the relevant parcel of land.

(e) Recreational vehicles may be parked in a front yard, and may be connected to electric.

RECOMMENDED ACTIONS:

Provide staff direction to either prepare an ordinance to revise Sec. 134-465 or for the current code to remain in effect.

ATTACHMENTS:

Item Cover Page

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: April 7, 2026

AGENDA ITEM:

Finance: Updates

PRESENTING PARTY:

Lezli Merritt, City Clerk

ITEM TYPE:

Other City Business/Department Updates

BACKGROUND:

RECOMMENDED ACTIONS:

ATTACHMENTS:

The Commission reserves the right to postpone any decision on audience, or walk-in requests until sufficient time has been allowed for review of documentation.

Item Cover Page

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: April 7, 2026

AGENDA ITEM:

Public Works: Mark Martin LLC Developer's Agreement

PRESENTING PARTY:

Bob Titterington, Public Works Director

ITEM TYPE:

Other City Business/Department Updates

BACKGROUND:

This developer's agreement is for parcel 3726-011-001, which is located at 10195 SE 36th Ave, outside city limits. It is currently the location of Pine Village MHP.

The developer agreement requires that the developer shall:

1. Construct potable water lines in accordance with the Utility Plan as approved by the City, and with City's Design and Specification Manual and ordinances, and the City will provide potable water to the Project.
2. Construct sanitary sewer lines in accordance with the Approved Utility Plan and with City's Design and Specification Manual and ordinances, and the City will provide sanitary sewer service to the Project.
3. The person or entity in whose name the utility account is opened for each manufactured home shall pay City for all water and sanitary sewer service provided to such site.
4. Install all water mains, lines, and related facilities pursuant to the approved utility plan.
5. Maintain all Water Facilities on its property after their connection to each meter.
6. Maintain all Water Facilities installed off-site and those on-site for a minimum period of one (1) year from certification of placing the infrastructure in service. Prior to accepting ownership, the City shall inspect all lines, and the Developer shall repair at its expense, and deficiencies noted by the City prior to assuming ownership and maintenance. Upon accepting ownership, the City shall maintain the off-site and such on-site water facilities.

7. Install all sewer mains, lines, and related facilities pursuant to the approved utility plan.
8. Maintain all Sewer Facilities on its Property after their connection to each sanitary cleanout located at the terminus of the Utility Easement being granted to City.
9. Maintain all Sewer Facilities installed off-site and those on-site for a minimum period of one (1) year from certification of placing the infrastructure in service. Prior to accepting ownership, the City shall inspect all lines, and the Developer shall repair at its expense, any deficiencies noted by the City prior to assuming ownership and maintenance. Upon accepting ownership, the City shall maintain the off-site and such on-site Sewer Facilities.
10. The water System Development Charge fees shall be calculated using City Ordinances and Resolutions in effect at the time Developer pays the applicable SDC fee.
11. The sewer System Development Charge fees shall be calculated using City Ordinances and Resolutions in effect at the time Developer pays the applicable SDC fee.
12. The Developer acknowledges and agrees that SDC fees paid are non-refundable. This agreement does not guarantee the reservation of capacity until the payment of SDC fees.
13. The Developer understands that the rates for connection to the City water system for users outside the City's corporate limits are subject to increased rates compared to those inside the City's limits.

RECOMMENDED ACTIONS:

Motion to approve the Mark Martin LLC Developer's Agreement

ATTACHMENTS:

Mark Martin LLC Developers Agreement
Location

This Instrument Prepared By:
W. James Gooding III
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, FL 34471

Record and Return to:
Public Works Director/City Engineer Bob Titterington
City of Belleview
5343 SE Abshier Blvd.
Belleview, FL 34420

Rec. $_____

DEVELOPER'S AGREEMENT

THIS DEVELOPER'S AGREEMENT is by and between:

- Mark Martin LLC, a Florida limited liability company ("Developer"), whose address is 10195 SE 36th Avenue, #1, Belleview, FL 34420; and

- City of Belleview, Florida, a municipal corporation of the State of Florida ("City"), whose address is 5343 Southeast Abshier Boulevard, Belleview, Florida.

WHEREAS:

A. Developer owns real property (the "Property"), as described in the attached **Exhibit A**. The Property is outside of the municipal limits of City and has Marion County Property Appraiser Tax ID Number: 3726-011-001.

B. Developer anticipates developing the Property in unincorporated Marion County as a manufactured home park (the "Project") and wishes to have the Project served by City water and sewer services. A copy of the site plan Developer has submitted to Marion County is attached hereto as **Exhibit B.**

C. In connection with the Project, the Developer has submitted to City a Utility Site Plan (the "Utility Plan") consisting of the following documents:

   1). Water Distribution Plan for Pine Village Manufactured Home Park prepared by Clymer Farner Barley, Inc., under Project Number EP2024.04117.

   2). Sanitary Sewer Plan for Pine Village Manufactured Home Park prepared by Clymer Farner Barley, Inc., under Project Number EP2024.04117.

D. Pursuant to the Utility Plan, Developer plans to construct water and sewer utilities (the "Utilities") to serve the Project.

E. As a condition of approving the Utility Plan, City is requiring Developer to enter into this Developer's Agreement. This Agreement constitutes the maintenance agreement required by the City for construction of lines, mains, and appurtenances for connection to the City water and sewer system.

F. It is the intent of the Developer to annex the property into the city limits of the City of Belleview, once the property is contiguous with the city limits and the infrastructure has been completed, i.e., the construction of water and sewer service.

DEFINITIONS

The terms defined in this Agreement shall have the following meanings, except as herein otherwise expressly provided:

"Agreement" means this Development Agreement, including any Exhibits, and any amendments hereto or thereto.

"City Commission" means the governing body of the City, by whatever name known or however constituted from time to time.

"Code" or **"City Code"** means the City of Belleview Code of Ordinances and Land Development Regulations as most recently amended prior to the date hereof.

"Development" means all improvements to real property, including buildings, other structures, landscaping, paved or graveled areas, and areas devoted to exterior display, storage, or activities. Development includes improved open areas such as plazas and walkways but does not include natural geologic forms or unimproved real property.

"Development Permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.

"Exhibits" means those agreements, diagrams, drawings, specifications, instruments, forms of instruments, and other documents attached hereto and designated as exhibits to, and incorporated in and made a part of, this Agreement.

"Florida Statutes" means all references herein to "Florida Statutes" are to Florida Statutes (2023), as amended from time to time.

"Future Land Use Plan Amendment" means changes to the City's future land use designations of the Property as detailed herein.

"Project" means the proposed Development to be located on the Property as contemplated by this Agreement, which shall consist of 36 manufactured home sites.

"Survey" means a professional survey conducted by a person registered in the state of Florida to conduct the practice of surveying and mapping as defined in Florida Statute § 472.005.

"System Development Charge" means the charge for the use of the City's water supply facility and sewer treatment facility paid to the city by the user for utilizing portions of the City's water and sewer facilities and held in a special fund to be utilized to defray cost of expanding or providing new facilities when required, including the purchase of properties for the location of these facilities.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and City agree as follows:

1. **Incorporation**. The foregoing recitals are true and correct and are an integral part of this agreement, as if set forth fully herein-below. The foregoing Definitions are hereby incorporated herein by reference. All exhibits to this Agreement are essential to this Agreement and are hereby deemed a part hereof.

2. **Intent**. It is the intent of the Parties that this Agreement shall be adopted in conformity with the City Code and that this Agreement should be construed and implemented so as to effectuate the purposes and intent of the City Code. This Agreement shall not be executed by or binding upon any Party until adopted in conformity with the City Code.

3. **Recording and Effective Date**. After the Agreement has been executed by the Parties, the City shall record the Agreement in the Public Records of Marion County, Florida, at the Developer's expense.

4. **Utilities**.

4.1. Generally.

4.1.1. The Developer shall construct potable water lines in accordance with the Utility Plan, as approved by City (the "Approved Utility Plan"), and with City's Design and Specification Manual and ordinances, and the City will provide potable water to the Project.

4.1.2. The Developer shall construct sanitary sewer lines in accordance with the Approved Utility Plan and with City's Design and Specification Manual and ordinances, and the City will provide sanitary sewer service to the Project.

4.1.3. The person or entity in whose name the utility account is opened for each manufactured home site shall pay City for all water and sanitary sewer service provided to such site.

4.2. Water.

4.2.1. Developer shall install all water mains, lines, and related facilities (the "Water Facilities") pursuant to the Approved Utility Plan.

4.2.2. Developer shall maintain all Water Facilities on its Property after their connection to each meter.

4.2.3. Developer shall maintain all Water Facilities installed off-site and those on-site (i.e., before each meter) for a minimum period of one (1) year from certification of placing the infrastructure in service. Prior to accepting ownership, the City shall inspect all lines, and the Developer shall repair at its expense, any deficiencies noted by the City prior to assuming ownership and maintenance. Upon accepting ownership, the City shall maintain the off-site and such on-site Water Facilities.

4.3. Sewer.

4.3.1. Developer shall install all sewer mains, lines, and related facilities (the "Sewer Facilities"), pursuant to the Approved Utility Plan.

4.3.2. Developer shall maintain all Sewer Facilities on its Property after their connection to each sanitary cleanout located at the terminus of the Utility Easement being granted to City under paragraph 4.7.

4.3.3. Developer shall maintain all Sewer Facilities installed off-site and those on-site (i.e., after each sanitary cleanout) for a minimum period of one (1) year from certification of placing the infrastructure in service. Prior to accepting ownership, the City shall inspect all lines, and the Developer shall repair at its expense, any deficiencies noted by the City prior to assuming ownership and maintenance. Upon accepting ownership, the City shall maintain the off-site and such on-site Sewer Facilities.

4.4. System Development Charges and Capacity.

4.4.1. The water System Development Charge fees ("SDC Fees") shall be calculated using City Ordinances and Resolutions in effect at the time Developer pays the applicable SDC Fee.

4.4.2. The sewer System Development Charge fees ("SDC Fees") shall be calculated using City Ordinances and Resolutions in effect at the time Developer pays the applicable SDC Fee.

4.4.3. The Developer acknowledges and agrees that SDC Fees paid are non-refundable. This Agreement does not guarantee the reservation of capacity until the payment of SDC Fees.

4.4.4. The Developer understands that the rates for connection to the City water system for users outside the City's corporate limits are subject to increased rates compared to those inside the City limits.

4.5. Time for Payment of SDC Fees and Other Charges. All applicable connection, deposit and SDC Fees are to be paid by the Developer, or the owner of the Property, to the City for each individual manufactured home site at the time of Building Permit application for connection to the city's water and/or sewer services for such manufactured home site.

4.6. Proposed Usage and Flow. Proposed flows are determined by City of Belleview Code (currently Sec. 86-82, (e). - System development charge imposed).

4.7. Grant of Easement.

4.7.1. Developer hereby grants unto City, its successors and assigns, a perpetual public easement (the "Utility Easement") for the construction, operation, maintenance, repair and replacement of water and sewer facilities, upon, over and across the real property (the "Utility Easement Area") described in the attached **Exhibit C.**

4.7.2. Developer hereby covenants that Developer is lawfully seized of the Utility Easement Area in fee simple; the Developer has good right and lawful authority to sell and convey the Utility Easement; that Developer hereby specifically warrants

that title to the Utility Easement Area is free from all encumbrances made by Developer, and Developer will defend the same against the lawful claims of all persons claiming by, through or under Developer, but against none other.

4.8. Annexation. Simultaneously with its execution of this Agreement, Developer shall execute and deliver to City the following:

4.8.1. An Annexation Agreement in the form attached hereto as **Exhibit D**; and

4.8.2. If requested by City, a Petition to Annex.

4.9. No Guaranty of Capacity Until System Development Charges Paid. The Developer acknowledges that capacity for the City to serve potable water and sanitary sewer to the Property is not guaranteed until the Developer pays system development charges for that capacity to City.

5. **Limitation**. Nothing in this Agreement shall supersede or take precedence over any existing ordinances, regulations, or codes of City.

6. **Default**. In the event the Developer shall default in the performance of or fail to perform the obligations of this Agreement and City is required to take action or assume the maintenance responsibility, City shall be entitled to recover all damages, costs and legal expenses incurred or suffered by City, including a reasonable attorney's fee by reason of the said default.

7. **Binding**. This Agreement shall be binding upon and insure to the benefit of the respective parties hereto, their successors and assigns.

THEREFORE, the parties have caused these presents to be executed this _____ day of _____, 2026.

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SIGNATURES START ON NEXT PAGE

DEVELOPER

Mark Martin LLC, a Florida limited liability company

Mark A. Martin as President

Witness Signature

Witness Printed Name

Print Witness Address:

Witness Signature

Witness Printed Name

Print Witness Address:

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 24th day of March, 2026, by Mark A. Martin, as President of Mark Martin LLC, a Florida limited liability company, on behalf of the company.

KAREN R MORRISON
Notary Public - State of Florida
Commission # HH 605618
My Comm. Expires Oct 23, 2028
Bonded through National Notary Assn.

Notary Public, State of Florida
Name:
(Please print or type)
Commission Number: HH 605618
Commission Expires: 10/23/2028

Notary: Check one of the following:
☑ Personally known OR ☐ Produced Identification (if this box is checked, fill in blanks below).
Type of Identification Produced: _____

CITY

City of Belleview, Florida

By: _____
Christine Dobkowski
Mayor/Commissioner

_____
Witness Signature

_____
Witness Printed Name

Print Witness Address:

_____

_____

_____
Witness Signature

_____
Witness Printed Name

Print Witness Address:

_____

_____

ATTEST:

_____
Mariah Moody
City Clerk

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of _____, 202__, by Christine Dobkowski, as Mayor/Commissioner of City of Belleview, Florida.

_____
Notary Public, State of Florida
Name: _____
(Please print or type)
Commission Number: _____
Commission Expires: _____

Notary: Check one of the following:
___ Personally known OR
___ Produced Identification (if this box is checked, fill in blanks below).
Type of Identification Produced: _____

EXHIBIT A
PROPERTY

SOUTH 1/2 OF LOT 11, BECKET PLANTATION, AS PER PLAT THEREFORE RECORDED IN PLAT BOOK A, PAGES 44, 69 AND 86, PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

EXHIBIT B
SITE PLAN SUBMITTED TO COUNTY

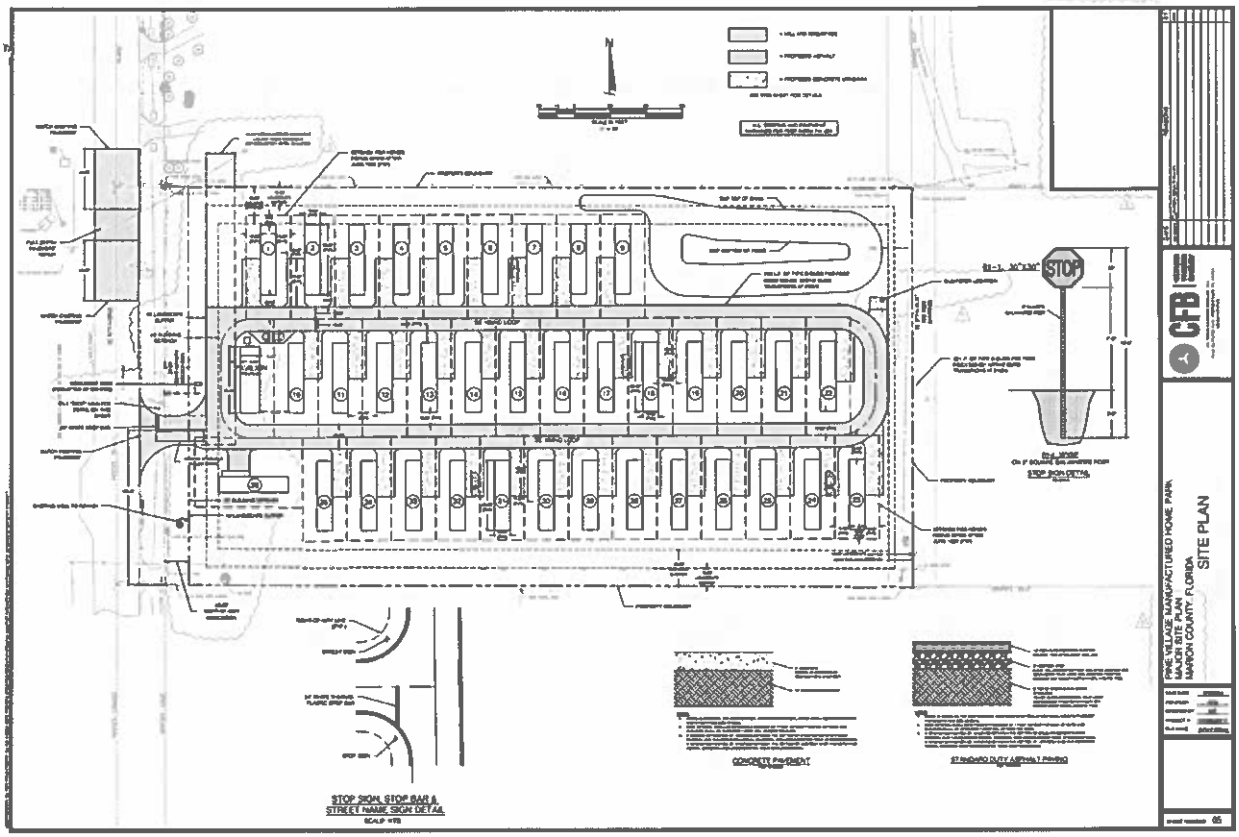


EXHIBIT C
UTILITY EASEMENT AREA

See attached

PINE VILLAGE MOBILE HOME PARK

SKETCH OF DESCRIPTION
(NOT A SURVEY)

EXHIBIT " "
SHEET 01 OF 04

LEGAL DESCRIPTION

A PORTION OF THE SOUTH 1/2 OF LOT 11, BECKETT PLANTATION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK A, PAGES 44, 69 AND 86, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, ALL LYING IN SECTION 26, TOWNSHIP 16 SOUTH, RANGE 22 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE RUN NORTH 00°07'30" WEST, ALONG THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1321.65 FEET TO THE SOUTHWEST CORNER OF SAID LOT 11; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°49'03" EAST, ALONG THE SOUTH LINE OF SAID LOT 11, A DISTANCE OF 40.00 FEET TO A POINT LYING ON THE EAST RIGHT-OF-WAY LINE OF SOUTHEAST 36TH AVENUE (AN 80-FOOT WIDE PUBLIC RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°07'28" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 102.54 FEET; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, RUN NORTH 89°52'32" EAST, A DISTANCE OF 20.00 FEET TO A POINT LYING ON A LINE 20.00 FEET EAST OF AND PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE AND THE POINT OF BEGINNING; THENCE RUN NORTH 00°07'28" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID PARALLEL LINE, RUN NORTH 89°52'32" EAST, A DISTANCE OF 22.00 FEET; THENCE RUN NORTH 00°07'28" WEST, A DISTANCE OF 78.00 FEET; THENCE RUN SOUTH 89°52'32" WEST, A DISTANCE OF 22.00 FEET TO A POINT LYING ON THE AFORESAID LINE LYING 20.00 FEET EAST OF AND PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF SOUTHEAST 36TH AVENUE; THENCE RUN NORTH 00°07'28" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID PARALLEL LINE, RUN NORTH 89°52'32" EAST, A DISTANCE OF 22.00 FEET; THENCE RUN NORTH 00°07'28" WEST, A DISTANCE OF 2.94 FEET; THENCE RUN NORTH 23°22'36" WEST, A DISTANCE OF 55.73 FEET TO A POINT LYING ON THE AFORESAID LINE LYING 20.00 FEET EAST OF AND PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF SOUTHEAST 36TH AVENUE; THENCE RUN NORTH 00°07'28" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 35.18 FEET; THENCE DEPARTING SAID PARALLEL LINE, RUN NORTH 89°52'32" EAST, A DISTANCE OF 8.65 FEET; THENCE RUN SOUTH 23°22'36" EAST, A DISTANCE OF 60.90 FEET; THENCE RUN NORTH 89°52'32" EAST, A DISTANCE OF 338.12 FEET; THENCE RUN NORTH 00°02'28" WEST, A DISTANCE OF 9.91 FEET; THENCE RUN NORTH 89°52'32" EAST, A DISTANCE OF 20.00 FEET; THENCE RUN SOUTH 00°02'28" EAST, A DISTANCE OF 24.91 FEET; THENCE RUN NORTH 89°52'32" EAST, A DISTANCE OF 176.68 FEET; THENCE RUN SOUTH 00°02'28" EAST, A DISTANCE OF 83.00 FEET; THENCE RUN NORTH 89°52'32" EAST, A DISTANCE OF 30.68 FEET TO A POINT LYING ON THE EAST LINE OF SAID LOT 11; THENCE RUN SOUTH 00°02'28" EAST, ALONG SAID EAST LINE, A DISTANCE OF 35.00 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°52'32" WEST, A DISTANCE OF 603.87 FEET TO THE POINT OF BEGINNING.

(CONTINUED ON NEXT PAGE)

LEGEND:

- LB = LICENSED BUSINESS
- ### = REFERENCE TO CONTROL TABLE
- ORB = OFFICIAL RECORDS BOOK
- PG = PAGE
- PB = PLAT BOOK
- PID = PARCEL IDENTIFICATION NUMBER
- = CHANGE IN DIRECTION
- = LINE BREAK

Digitally signed by Tyler P Tracz

TYLER P. TRACZ, FLORIDA LICENSED SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6962

GENERAL NOTES:

1. THIS SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (IF A HARD COPY), OR THE ADOBE PDF CONTAINING THE ELECTRONIC SIGNATURE HAS NOT BEEN VALIDATED TO BE THE ORIGINAL SIGNED AND SEALED VERSION (IF AN ELECTRONIC FILE). IF AN ELECTRONIC FILE, PRINTED COPIES OF THE SKETCH ARE NOT CONSIDERED TO BE A VALID SIGNED AND SEALED COPY.
2. THIS SKETCH WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND IS NOT A FIELD SURVEY.
3. BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH (FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE) AS ESTABLISHED BY THE NATIONAL OCEAN SERVICE (NOS) THROUGH ITS PROGRAM OFFICE NATIONAL GEODETIC SURVEY (NGS). AS A REFERENCE FOR THIS SKETCH, THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 26 HAS A BEARING OF NORTH 00°07'30" WEST.

SEE SHEET 2 FOR LINE TABLE
SEE SHEETS 3-4 FOR SKETCH
JOB SP2024.04116

CFB SURVEYING

PINE VILLAGE MOBILE HOME PARK

SKETCH OF DESCRIPTION
(NOT A SURVEY)

EXHIBIT " "
SHEET 02 OF 04

LEGAL DESCRIPTION

(CONTINUED FROM PREVIOUS PAGE)

LESS AND EXCEPT

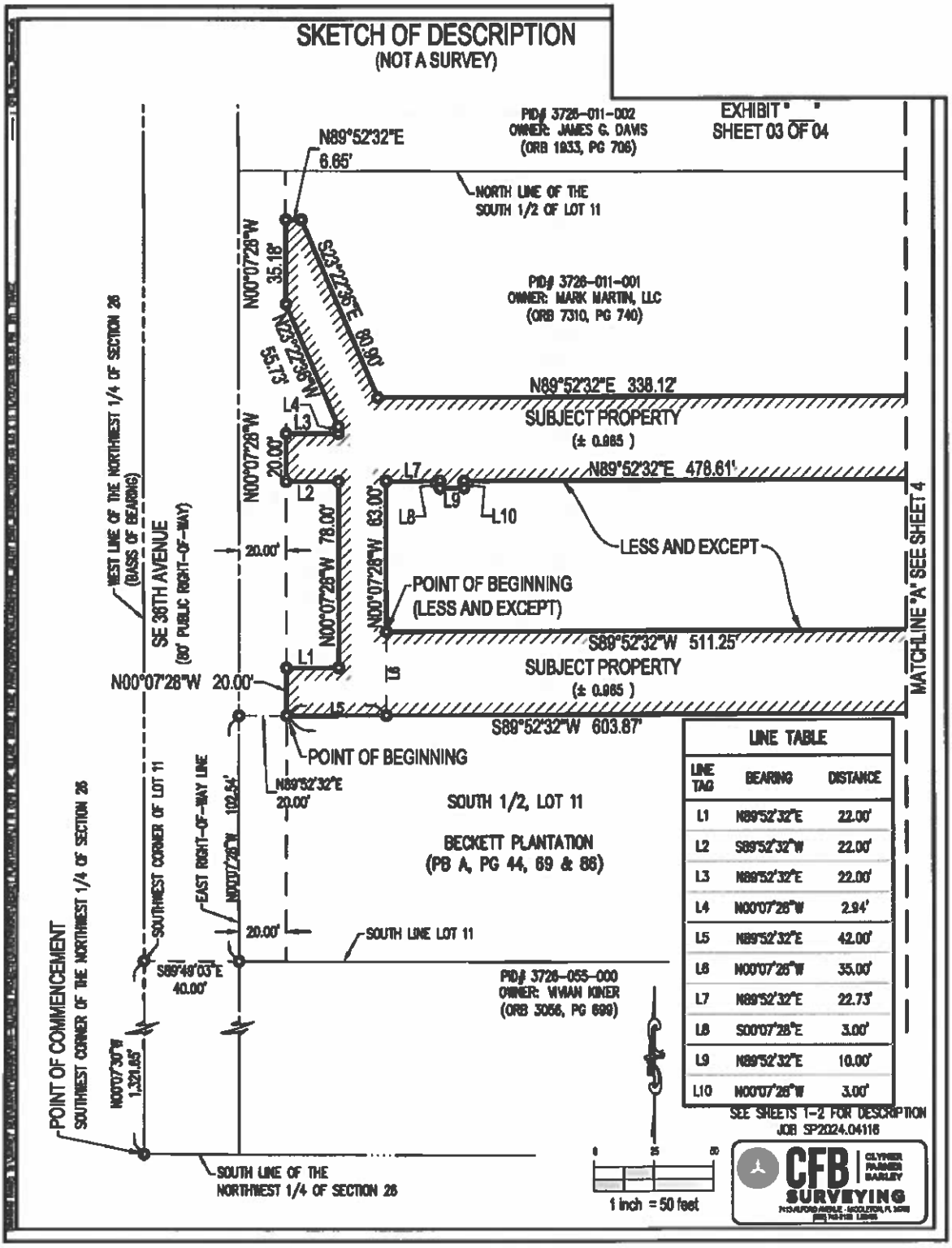
A PORTION OF THE SOUTH 1/2 OF LOT 11, BECKETT PLANTATION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK A, PAGES 44, 69 AND 86, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, ALL LYING IN SECTION 26, TOWNSHIP 16 SOUTH, RANGE 22 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE RUN NORTH 00°07'30" WEST, ALONG THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1321.65 FEET TO THE SOUTHWEST CORNER OF SAID LOT 11; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°49'03" EAST, ALONG THE SOUTH LINE OF SAID LOT 11, A DISTANCE OF 40.00 FEET TO A POINT LYING ON THE EAST RIGHT-OF-WAY LINE OF SOUTHEAST 36TH AVENUE (AN 60-FOOT WIDE PUBLIC RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°07'28" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 102.54 FEET; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, RUN NORTH 89°52'32" EAST, A DISTANCE OF 20.00 FEET TO A POINT LYING ON A LINE 20.00 FEET EAST OF AND PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE OF SOUTHEAST 36TH AVENUE; THENCE DEPARTING SAID PARALLEL LINE, CONTINUE NORTH 89°52'32" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 42.00 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°07'28" WEST, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°07'28" WEST, A DISTANCE OF 83.00 FEET; THENCE RUN NORTH 89°52'32" EAST, A DISTANCE OF 22.73 FEET; THENCE RUN SOUTH 00°07'28" EAST, A DISTANCE OF 3.00 FEET; THENCE RUN NORTH 89°52'32" EAST, A DISTANCE OF 10.00 FEET; THENCE RUN NORTH 00°07'28" WEST, A DISTANCE OF 3.00 FEET; THENCE RUN NORTH 89°52'32" EAST, A DISTANCE OF 478.61 FEET; THENCE RUN SOUTH 00°02'28" EAST, A DISTANCE OF 83.00 FEET; THENCE RUN SOUTH 89°52'32" WEST, A DISTANCE OF 511.25 FEET TO THE POINT OF BEGINNING.

REMAINING LANDS CONTAINING ±0.985 ACRES.

SEE SHEETS 3-4 FOR SKETCH
JOB SP2024.04116

CFB CLYMER FARMER BARLEY SURVEYING


SKETCH OF DESCRIPTION
(NOT A SURVEY)
EXHIBIT " "
SHEET 03 OF 04
PID# 3726-011-002
OWNER: JAMES G. DAVIS
(ORB 1933, PG 706)
N89°52'32"E
6.65'
NORTH LINE OF THE
SOUTH 1/2 OF LOT 11
N00°07'28"W
35.18'
S23°22'35"E 80.90'
N23°22'35"W
55.73'
PID# 3726-011-001
OWNER: MARK MARTIN, LLC
(ORB 7310, PG 740)
N89°52'32"E 338.12'
SUBJECT PROPERTY
(± 0.985)
L4
L3
20.00'
N00°07'28"W
L2
78.00'
L7
N89°52'32"E 478.61'
L8
L9
L10
LESS AND EXCEPT
63.00'
N00°07'28"W
POINT OF BEGINNING
(LESS AND EXCEPT)
S89°52'32"W 511.25'
SUBJECT PROPERTY
(± 0.985)
L1
L5
N00°07'28"W 20.00'
S89°52'32"W 603.87'
POINT OF BEGINNING
N89°52'32"E
20.00'
SOUTH 1/2, LOT 11
BECKETT PLANTATION
(PB A, PG 44, 69 & 86)
WEST LINE OF THE NORTHWEST 1/4 OF SECTION 26
(BASIS OF BEARING)
SE 36TH AVENUE
(80' PUBLIC RIGHT-OF-WAY)
20.00'
EAST RIGHT-OF-WAY LINE
N00°07'28"W 102.54'
20.00'
SOUTH LINE LOT 11
SOUTHWEST CORNER OF LOT 11
S89°49'03"E
40.00'
PID# 3726-055-000
OWNER: VIVIAN KINER
(ORB 3056, PG 699)
POINT OF COMMENCEMENT
SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 26
N00°07'30"W
1,321.65'
SOUTH LINE OF THE
NORTHWEST 1/4 OF SECTION 26
MATCHLINE "A" SEE SHEET 4
LINE TABLE
LINE TAG | BEARING | DISTANCE
L1 | N89°52'32"E | 22.00'
L2 | S89°52'32"W | 22.00'
L3 | N89°52'32"E | 22.00'
L4 | N00°07'28"W | 2.94'
L5 | N89°52'32"E | 42.00'
L6 | N00°07'28"W | 35.00'
L7 | N89°52'32"E | 22.73'
L8 | S00°07'28"E | 3.00'
L9 | N89°52'32"E | 10.00'
L10 | N00°07'28"W | 3.00'
SEE SHEETS 1-2 FOR DESCRIPTION
JOB SP2024.04116
0
25
50
1 inch = 50 feet
CFB
CLYMER FARMER BARLEY
SURVEYING

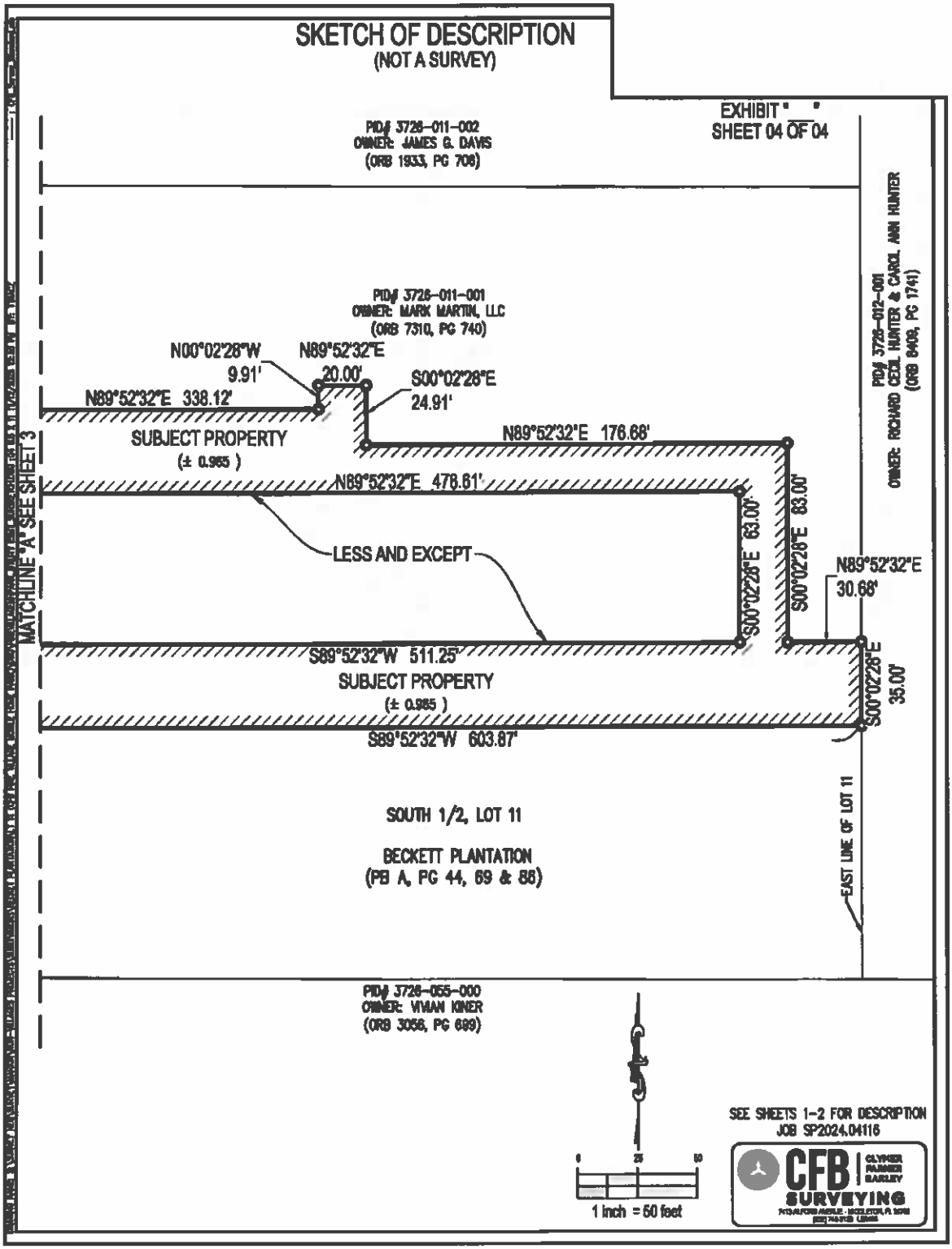

SKETCH OF DESCRIPTION
(NOT A SURVEY)
EXHIBIT "
SHEET 04 OF 04
PID# 3726-011-002
OWNER: JAMES G. DAVIS
(ORB 1933, PG 706)
PID# 3726-011-001
OWNER: MARK MARTIN, LLC
(ORB 7310, PG 740)
PID# 3726-012-001
OWNER: RICHARD CECIL HUNTER & CAROL ANN HUNTER
(ORB 8408, PG 1741)
N00°02'28"W 9.91'
N89°52'32"E 20.00'
S00°02'28"E 24.91'
N89°52'32"E 338.12'
SUBJECT PROPERTY
(± 0.985)
N89°52'32"E 176.68'
N89°52'32"E 476.61'
LESS AND EXCEPT
S00°02'28"E 63.00'
S00°02'28"E 83.00'
N89°52'32"E 30.68'
S00°02'28"E 35.00'
S89°52'32"W 511.25'
SUBJECT PROPERTY
(± 0.985)
S89°52'32"W 603.87'
MATCHLINE "A" SEE SHEET 3
SOUTH 1/2, LOT 11
BECKETT PLANTATION
(PB A, PG 44, 69 & 86)
EAST LINE OF LOT 11
PID# 3726-055-000
OWNER: VIVIAN KINER
(ORB 3056, PG 699)
0
25
50
1 Inch = 50 feet
SEE SHEETS 1-2 FOR DESCRIPTION
JOB SP2024.04116
CFB
CLYMER PALMER BARLEY
SURVEYING

EXHIBIT D
ANNEXATION AGREEMENT

See attached.

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT entered into on this ___ day of _____, 2026, by and between:

- Mark Martin LLC, a Florida limited liability company, whose address is 10195 SE 36th Avenue, #1, Belleview, FL 34420 ("Owner"[1]); and

- City of Belleview, Florida, a municipal corporation of the State of Florida ("City"), whose address is 5343 Southeast Abshier Boulevard, Belleview, Florida.

Whereas, Owner is the owner or owners of certain real property which is located within the unincorporated area of Marion County, Florida (hereafter referred to as the "Property"), and more particularly described in **Exhibit A** attached: and

Whereas, Owner desires to connect to the City's water or sewer system; and

Whereas, pursuant to the City's Comprehensive Plan, any property lying outside the City's municipal boundary that receives water or sewer service from the City is required to annex; and

Whereas, to receive City water or sewer service, owners of Property, not contiguous to the City, must enter into an agreement to annex into the City if and when the Property becomes contiguous to the City's municipal boundary; and

Whereas, pursuant to the City of Belleview Water and Wastewater Service Territorial Agreement with Marion County (the "Territorial Agreement") between the City and Marion County, Florida, a political subdivision of the State of Florida ("Marion County"), and applicable law, the City imposes conditions in return for providing water or sewer service including, without limitation:

1) The City requires persons or property receiving water or sewer service from the City to adhere to appropriate criteria, standards, and regulations (including land development regulations in accordance with state law) relating to design and construction of project infrastructure.

2) The City requires customers or property requesting water or sewer service from the City to request that the property be voluntarily annexed into City either immediately or, if the property is not then contiguous to the City limits when it becomes contiguous.

Whereas, the City has agreed to provide water or sewer service to the Owner pursuant to the provisions hereof.

NOW, THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Owner Agreements**. Owner hereby covenants and agrees as follows:

---

[1] Wherever the context so admits or requires, the terms "Grantor" and "Grantee" are used for singular and plural and respectively refer to the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations.

2. **Connection**.

2.1. Owner shall connect to the City's water or sewer system and pay all fees in accordance with applicable provisions of the City Code of Ordinances.

2.2. Owner shall pay all fees associated with the recording of this Agreement.

3. **Annexation**.

3.1. Upon request of City, Owner shall complete, execute, and deliver to the City a petition for annexation, in such form as is requested by City in its sole discretion. The completed petition shall be kept on file in the office of the City's Development Services Department.

3.2. Owner shall complete the annexation process upon the Property becoming contiguous to the City limits and otherwise eligible for annexation under applicable law.

3.3. Owner shall pay all fees associated with the annexation process.

4. **Compliance with City's Land Development Regulations**.

4.1. Owner acknowledges that pursuant to the Territorial Agreement, the City Code and applicable law:

4.1.1. Owner must hereafter adhere to the City's criteria, standards, and regulations (including the land development regulations of the Code of Ordinances of the City of Belleview, Florida) relating to design and construction of project's utility infrastructure for the Property; and

4.1.2. Until the Property is annexed, Owner may also be required to adhere to Marion County's criteria, standards and regulations relating to design and construction of project infrastructure for the Property.

4.2. Owner shall comply with all procedures adopted by the City concerning the City review of any development of the Property pursuant to the City's criteria, standards, and regulations.

4.3. Following annexation:

4.3.1. The Property shall be subject to all laws, ordinances, and regulations in force in the City and shall be entitled to the same privileges and benefits as other parts of the City upon the effective date of the annexation; and

4.3.2. If the Property was subject to a County land use plan and County zoning or subdivision regulations, those regulations shall remain in full force and effect until the City adopts a comprehensive plan amendment that includes the Property.

5. **Appointment of Power of Attorney; Lien**.

5.1. Owner hereby grants and conveys to the City's Land Development Director, including the successors or designee of the Land Development Director, a Special Power of Attorney to exercise any and all rights of Owner, and any successors in

interest to Owner, including any purchasers, mortgage holders, lien holders or other persons who may claim an interest in the Property to do the following:

5.1.1. Perform all obligations of Owner under paragraph 1.2 above.

5.1.2. Execute and file a Petition for annexation into the City.

5.1.3. Accomplish all steps necessary or proper for the annexation of the Property.

5.2. This Power of Attorney shall be considered a power coupled with an interest and may not be terminated except upon the written consent of City specifically referring to this Agreement.

5.3. This Agreement and the Power of Attorney granted hereunder touch and concern the Property, and shall bind and run with the Property, and constitute an encumbrance thereon.

5.4. Owner hereby grants the City a lien to enforce the obligations of Owner under paragraph 1.2. of this Agreement. Such lien shall be deemed satisfied automatically upon the annexation of the Property. Such lien shall be subordinate and inferior to any mortgages or other consensual liens that encumber the Property.

6. **City's Agreements**. The City hereby covenants and agrees as follows:

6.1. City shall permit Owner to connect its water or sewer facilities on the Property to City water and sewer services upon:

6.1.1. Payment of all applicable fees associated with such connection;

6.1.2. Adherence to all other provisions of the Belleview City Code concerning such connections; and

6.1.3. The availability of facilities and capacity to provide such water and sewer services.

6.2. City shall thereafter provide the Owner water or sewer service subject to Owner's obligation to pay all charges associated with such service and adherence to all other provisions of the City Code concerning such service.

7. **Subject to City Ordinances and Annexation Statute**.

7.1. Nothing in this Agreement shall supersede or take precedence over any existing ordinances, regulations, or codes of City.

7.2. Nothing set forth herein shall obligate City to annex the Property however, in that such action can only be made pursuant to the ordinance, notice and other requirements of Chapter 171, Florida Statutes.

8. **Attorney's Fees**. If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Agreement, or because of an

alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

9. **Successors and Assigns**. All covenants, agreements, warranties, representations, and conditions contained in this Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the parties to this Agreement.

10. **Severability Clause**.

10.1. The City's obligations under paragraph 3 above are expressly conditioned upon the effectiveness of Owner's obligations under paragraphs 1 and 2 above. Thus, if any provision of paragraphs 1 or 2 is found to be contrary to, prohibited by or invalid under applicable laws or regulations, the City may, if it so elects be relieved of all obligations hereunder, terminate this Agreement, and discontinue providing water or sewer service to the Property.

10.2. Except as set forth above, provisions contained in this Agreement which are contrary to, prohibited by or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.

11. **Further Action**. Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.

12. **Entire Understanding; Amendments**. This agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations (if any) made by and between the parties. The provisions of this Agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this Agreement signed by the party as to whom enforcement of any such amendment, supplement, waiver, or modification is sought.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

THIS PART OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURES START ON NEXT PAGE

OWNER

Mark Martin LLC, a Florida limited liability company

Mark A. Martin 3-24-26
Mark A. Martin as President

Witness Signature

Witness Printed Name

Print Witness Address:
9459 SE 154th St
Summerfield FL 34491

Karen R. Morrison
Witness Signature
KAREN R. MORRISON
Witness Printed Name

Print Witness Address:
PO Box 1328
Anthony, FL 32617

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th day of March, 2026, by Mark A. Martin, as President of Mark Martin LLC, a Florida limited liability company, on behalf of the company.

KAREN R MCRRISON
Notary Public - State of Florida
Commission # HH 605618
My Comm. Expires Oct 23, 2028
Bonded through National Notary Assn.

Karen R. Morrison
Notary Public, State of Florida
Name: KAREN R. MORRISON
(Please print or type)
Commission Number: HH605618
Commission Expires: 10/23/2028

Notary: Check one of the following:
✓ Personally known OR
___ Produced Identification (if this box is checked, fill in blanks below).
Type of Identification Produced: _____

CITY
City of Belleview, Florida

By: _____
Christine Dobkowski
Mayor/Commissioner

_____
Witness Signature

_____
Witness Printed Name

Print Witness Address:

_____
_____

_____
Witness Signature

_____
Witness Printed Name

Print Witness Address:

_____
_____

ATTEST:

_____
Mariah Moody
City Clerk

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by Christine Dobkowski, as Mayor/Commissioner of City of Belleview, Florida.

_____
Notary Public, State of Florida
Name: _____
(Please print or type)
Commission Number: _____
Commission Expires: _____

Notary: Check one of the following:
___ Personally known OR
___ Produced Identification (if this box is checked, fill in blanks below).
Type of Identification Produced: _____

EXHIBIT A TO ANNEXATION AGREEMENT

SOUTH 1/2 OF LOT 11, BECKET PLANTATION, AS PER PLAT THEREFORE RECORDED IN PLAT BOOK A, PAGES 44, 69 AND 86, PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

P:\JG\Mark Martin LLC\Pine Village\Belleview Utilities\Developer's Agreement JG 2-15-26 w Site Plan.docx

Location



3/26/2026, 10:31:25 AM

MCPA Parcel Data

Streets

1:3,681

0 150 300 600 ft

0 45 90 180 m

Marion County, Florida - Use at your own risk.

DISCLAIMER: Work in progress compiled solely for governmental purpose of property assessment. These are NOT surveys. No warranties, expressed or implied, are provided with this data, its use, or interpretation. All information subject to change without notice.

Item Cover Page

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: April 7, 2026

AGENDA ITEM:

Public Works: Belleview to Greenway Trail Project – Design Cost & Funding

PRESENTING PARTY:

Bob Titterington, Public Works Director

ITEM TYPE:

Action Items

BACKGROUND:

The Belleview-to-Greenway Trail project received grant funding through FDOT in the amount of $265,000 for design, and construction funding of $868,700.

An interlocal agreement with Marion County to oversee the contract for design and construction services was approved on March 2025, which includes Marion County covering the cost of resurfacing SE 102nd Place and SE 52nd Court. The County has negotiated a scope and fees with FDOT and their design consultant (VHB) in the amount of $489,000. The project requires additional funding in the amount of $224,000, which is the difference between the total design contract price and the city's grant funding. The additional design fees, including a 10% contingency, come to $246,400.

RECOMMENDED ACTIONS:

Motion to approve engineering design fees for the Belleview-to-Greenway Trail project in the amount of $246,400 from the General Fund Sidewalk Construction Sales Tax Account.

ATTACHMENTS:

Interlocal Agreement for SE 102nd Pl and SE 52nd Ct Resurfacing

The Commission reserves the right to postpone any decision on audience, or walk-in requests until sufficient time has been allowed for review of documentation.

GREGORY C HARRELL CLERK & COMPTROLLER MARION CO
DATE: 04/10/2025 01:24:03 PM
FILE #: 2025047956 OR BK 8583 PGS 986-991
REC FEES: $52.50 INDEX FEES: $0.00
DDS: $0 MDS: $0 INT: $0

CITY OF BELLEVIEW AND MARION COUNTY INTERLOCAL AGREEMENT

Resurfacing Project of SE 102nd Place and SE 52nd Court

THIS AGREEMENT made and entered into this 18 day of March, 2025, by and between the **City Of Belleview, Florida,** a municipal corporation, (hereafter referred to as the "**City**") and **Marion County, Florida,** a political subdivision of the State of Florida, (hereafter referred to as the "**County**").

WITNESSETH;

WHEREAS, the City and the County are authorized by Florida Statutes to enter into interlocal agreements to accomplish public purposes such as are set forth herein-below; and

WHEREAS, the County has suggested that municipalities request that certain road resurfacing projects be funded with proceeds from the Second Local Option Gas Tax (GT2) or sales tax; and

WHEREAS, the City has been tentatively awarded FM 453543-1 Belleview to Greenway Trail Design funding of $265,000 and Construction funding of $868,700 by the Florida Department of Transportation; and

WHEREAS, FM 453543-1 Belleview To Greenway Trail Project involves County roadways as well as City roadways; and

WHEREAS, the City is requesting that the County oversee FM 453543-1 Belleview to Greenway Trail as a sponsor agency; and

WHEREAS, City is requesting County fund the non-reimbursable activities of resurfacing including raising of manhole tops to proposed surface elevations of SE 102nd Place (from US 441 to SE 52nd Court) and SE 52nd Court (from SE 105 Place to SE 102nd Place).

WHEREAS, upon final completion of the construction and acceptance of the resurfacing project the City will assume maintenance responsibilities for the portions of SE 102 Place (from the current City/County line to SE 52nd Court) and SE 52nd Court (from SE 102nd Place to SE 104th Place); and

WHEREAS, the remaining portions of the above described roadway segments of this project are already maintained by the City.

NOW THEREFORE, in consideration of the agreements, promises and covenants set herein and other good and valuable consideration, the parties agree as follows:

SECTION 1. RECITALS. The foregoing recitals are true and correct and are incorporated into this agreement, as fully as if set forth in their entirety here.

Certified A True Copy
of 6 page document
this 10 day of Apr 2025
GREGORY C. HARRELL
Clerk of Court and Comptroller
By: D.C.

SECTION 2. DEFINITIONS. The parties agree that in construing this Agreement, the following words, phrases, and terms shall have the following meanings unless the context indicates otherwise.

"*Agreement*" means this Interlocal Agreement for the referenced project as it may from time to time be modified.

"*Plans and Specifications*" means those documents and drawings prepared by the Office of the County Engineer for the design, permitting and construction of the safety improvements.

"*non-reimbursable activities*" means activities associated with only resurfacing and raising of manhole tops

"*Resurfacing*" means removal and replacement of a portion of asphalt along SE 102 Place, and overlay on SE 52nd Court

SECTION 3. GENERAL DESCRIPTION OF CONSTRUCTION PROJECT

3.1 FM 453543-1 Belleview to Greenway Trail may include the addition of a shared use path, sidewalks, and other pedestrian related infrastructure

3.2 Resurface SE 102nd Place from US 441 to SE 52nd Court with manhole adjustments. Appropriate depths and replacement depths to be determined during the design process

3.3 Resurface SE 52nd Court from SE 105th Place to SE 102nd Place. Appropriate overlay depth to be determined during the design process

3.4 Upon final completion of construction of 3.2, 3.3, and city acceptance, the **County** shall prepare right of way documents and shall turn over to the **City** the right of way(s) of the road segments listed under 3.2 and 3.3 that are currently under the **County's** ownership and jurisdiction.

3.5 No right of way acquisition is anticipated to be necessary.

SECTION 4. FUNDING

4.1 The Resurfacing portion of the project shall be funded by the County utilizing the Local Option Gas Tax or Sales Tax as determined appropriate by Marion County. These funds shall have been allocated in the County's 5-year Transportation Improvement Program (TIP). FM 453543-1 Belleview to Greenway Trail is tentatively programed by The Florida Department of Transportation.

4.1.1 County funding or responsibility:

4.1.1.1 The County shall be responsible for any expenses that may be incurred when developing ROW described in section 3.4.

4.1.1.2 The County shall provide survey, design, construction ready plans, permitting as needed, bid documents, construction, testing, and inspection for the project. In the event that FM 453543-1 Belleview to Greenway Trail is not funded, County will develop resurfacing only plans that adhere to 3.2 and 3.3 above.

4.1.2.3 The County shall construct or cause to be constructed, at its expense, the resurfacing at an estimated cost of $400,000 inclusive of construction and administrative costs/services, and within five years or concurrent with activities of 3.1 above

4.1.3 City Funding or responsibility:

4.1.3.1 Upon final completion and acceptance of the construction of the resurfacing project, which shall not be unreasonable withheld, the City will assume maintenance responsibilities for the portions of SE 102 Place (from the current City/County line to SE 52nd Court) and SE 52nd Court (from SE 102nd Place to SE 104th Place).

4.1.3.2 The City will reimburse County for all unfunded activities resulting from 3.1 above (excluding 3.2 and 3.3) and the County's management of FM 453543-1 Belleview to Greenway Trail project. Including but not limited to, costs associated with any future audits by the grant agency.

SECTION 5. FM 453543-1 BELLEIVEW TO GREENWAY TRAIL

5.1 The County shall become the sponsor agency for the FM 453543-1 Belleview to Greenway Trail project.

5.1 By execution of this agreement, The City shall entrust the County with all decision-making authority associated with execution of the Local Funding Agreement (LFA) between the County and The Florida Department of Transportation. Further, the County shall coordinate with the City when applicable on design related components for county consideration, however, the County will manage and steer the project as the sponsor agency.

5.2 City shall be responsible to review the proposed plans and provide comments to the County within two weeks after receipt of plans. All other design related feedback outside of plan review shall be responded to within 48 hours.

SECTION 5. DISCLAIMER OF THIRD PARTY BENEFICIARIES.

5.1 This agreement is solely for the benefit of the formal parties herein, and no right or cause of actions shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto.

SECTION 6. ASSIGNMENT

6.1 This Agreement shall be binding on the parties hereto and their representatives and successors. Neither party shall assign this Agreement nor the rights and obligations to another party without written consent of the other party hereto.

SECTION 7. INDEMNIFICATION

7.1 Neither party hereto waives sovereign immunity except that consistent with all applicable State law, including, but not limits to Chapter 768, Florida Statutes, the parties agree to hold each other harmless for the negligent acts of itself, its officers, agents, and employees, but only to the extent permitted by law.

SECTION 8. TERM

8.1 This agreement shall become effective upon being filed with the Clerk of the Circuit Court of Marion County, Florida, and shall remain in effect for a period not to exceed five (5) years.

SECTION 9. ENTIRE AGREEMENT

9.1 This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

SECTION 10. AMENDMENT

10.1 This Agreement may be amended by mutual written consent of the parties. Any amendment to this Agreement shall become effective upon being filed with the Clerk of the Circuit Court of Marion County, Florida.

SECTION 11. NOTICES

11.1 All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail, return receipt requested, postage prepaid and addressed as follows:

County

Marion County
601 SE 25th Avenue
Ocala, FL 34471-2690
Attention: County Administrator

With copy to: Mathew (Guy) Minter, Esq.
601 SE 25th Avenue
Ocala, FL 34471-2690

City

City of Belleview
5343 SE Abshier Blvd.
Belleview, FL 34420
Attention: City Administrator

With copy to: Frederick E. Landt, III
City Attorney
Post Office Box 2045
Ocala, FL 34478

SECTION 12. VALIDITY OF AGREEMENT

12.1 Each party represents and covenants to the other its respective authority to enter into this Agreement, and acknowledge the validity and enforceability of this Agreement. The **City** hereby represents, warrants and covenants to and with the **County** that this Agreement has been validly approved, that it has been fully executed and delivered by the **City**, that it constitutes a legal, valid and binding contract enforceable by the **County** against the **City** in accordance with its terms, and that the enforceability hereto is not subject to any impairment by the applicability of any public policy or police powers. The **County** hereby represents, warrants and covenants to and with the **City** that this Agreement has been validly approved, that it has been fully executed and delivered by the **County**, that it constitutes a legal, valid and binding contract enforceable by the **City** against the **County** in accordance with its terms, and that the enforceability hereto is not subject to any impairment by the applicability of any public policy or police powers.

SECTION 13. TIME OF ESSENCE

13.1 Time is hereby declared of the essence to the lawful performance of the duties and obligations.

SECTION 14. APPLICABLE LAW

14.1 This Agreement and provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

SECTION 15. NOTICE OF DEFAULT

15.1 Each of the parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party thirty (30) days from the date of receipt to cure such defaults.

SECTION 16. RECORDATION

16.1 The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Marion County, Florida at the **County's** expense.

SECTION 17. SEVERABILITY

17.1 If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To the end this Agreement is declared severable.

IN WITNESS WHEREOF, the **City** and the **County** have executed or have caused this Agreement, with the named Exhibits attached, if any, to be duly executed in several counterparts, each of which shall be considered an original executed copy of this Agreement.

MARION COUNTY, FLORIDA

Attest: 3/18/2025
Gregory C. Harrell
Clerk of the Court

By: 3/18/2025
Kathy Bryant, Chairman
Board of County Commissioners

FOR THE USE AND RELIANCE OF
MARION COUNTY ONLY.
APPROVED AS TO FORM.
1/7, 2025

For: Mathew (Guy) Minter, County Attorney

CITY OF BELLEVIEW

Attest:
Mariah Moody
City Clerk

By:
Christine Dobkowski
Mayor

FOR THE USE AND RELIANCE
OF THE CITY OF BELLEVIEW ONLY.
APPROVED AS TO FORM.
3-7-25, 2025

Frederick E. Landt, III
City Attorney

City of Belleview CORPORATE SEAL 1885 Florida

Item Cover Page

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: April 7, 2026

AGENDA ITEM:

Police Department: Signing Bonus – Memorandum of Understanding (MOU)

PRESENTING PARTY:

Terry Holland, Chief of Police

ITEM TYPE:

Action Items

BACKGROUND:

At the March 17, 2026, City Commission meeting, the Commission approved a Police Officer Signing Bonus as a pilot program to assist with the recruitment of certified law enforcement officers. Following that approval, the Fraternal Order of Police (FOP) requested that the terms of the signing bonus be formalized through a Memorandum of Understanding (MOU), consistent with collective bargaining requirements.

The attached MOU outlines the agreed-upon terms, including eligibility, payment upon successful completion of field training, and duration of the pilot program. Additionally, a Signing Bonus Agreement has been developed to be executed by eligible employees, establishing individual obligations such as the one-year service commitment and prorated repayment terms if separation occurs early.

RECOMMENDED ACTIONS:

Staff recommends approval of the Memorandum of Understanding between the City of Belleview and the Florida State Lodge Fraternal Order of Police for the Police Officer Signing Bonus program, and authorization for the Mayor to execute the agreement.

ATTACHMENTS:

The Commission reserves the right to postpone any decision on audience, or walk-in requests until sufficient time has been allowed for review of documentation.

COB FOP MOU Signing Bonus
Police Officer Signing Bonus Agreement

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF BELLEVIEW, FLORIDA

AND

FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC.

1. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to establish the terms and conditions under which the City of Belleview, Florida, hereinafter "The City" will offer a signing bonus to State of Florida certified law enforcement applicants as an incentive to attract qualified, Florida-certified officers to the Belleview Police Department.

2. SIGNING BONUS AUTHORIZATION

The City has authorized a signing bonus in the amount of six thousand dollars ($6,000) for eligible certified law enforcement applicants. This incentive was proposed by the Chief of Police and approved by the City Commission on March 3, 2026. This signing bonus is subject to the terms of this agreement and Collective Bargaining Agreement between The City and The Florida State Lodge Fraternal Order of Police, Inc., hereinafter "The Union."

3. ELIGIBILITY REQUIREMENTS

To qualify for the signing bonus, an applicant must:

1. Be a State of Florida certified law enforcement officer at the time of hire;
2. Accept an offer of employment with The City;
3. Agree to the terms of a one (1) year employment contract with The City.

4. PAYMENT TERMS

The signing bonus shall be paid in a lump sum of $6,000 upon the employee's successful completion of the Belleview Police Department's twelve (12) week Field Training Program. "Successful completion" shall be defined in accordance with the Belleview Police Department's standards and policies governing field training. The $6,000 signing bonus shall be subject to all applicable federal, state, and local taxes and withholdings.

5. DURATION OF INCENTIVE

The City intends to offer the signing bonus program for a period not to exceed six (6) months from the date this MOU is fully executed by all parties, unless extended or modified by mutual agreement. The City may terminate this signing bonus program prior to six (6) months at its sole discretion. Any extension or modification, other than early termination, shall be in writing in the form of a memo of understanding between the parties. Absent such written agreement to extend or modify, the termination of the signing bonus program after six (6) months shall be automatic and termination of the signing bonus program shall not be subject to bargaining between the City and the Union.

6. RELATIONSHIP TO COLLECTIVE BARGAINING AGREEMENT

Upon hire, all eligible employees shall be covered by the terms and conditions of the current Collective Bargaining Agreement (CBA) between the City and the Union. The parties agree that the signing bonus outlined herein is a separate hiring incentive and does not alter base wages, benefits, or other compensation structures established in the CBA either for existing employees or new hires.

7. COMPENSATION UPON HIRE

Upon final offer of employment, the employee's base wage shall be established in accordance with Article 35 of the CBA. As of October 2025, entry-level officers are compensated at sixty thousand dollars ($60,000) annually. Starting October 2026, entry level officers will be compensated at sixty-one thousand eight hundred dollars ($61,800), in accordance with Article 35.2 of the CBA. The Chief of Police has the discretion to authorize a certified officer with prior law enforcement experience a starting wage that is up to five percent (5%) above the established starting salary (see Article 35.6 of the CBA).

8. ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the parties regarding the signing bonus program for certified applicants and shall not be construed to modify any other provisions of the CBA except as expressly stated herein.

9. EXECUTION

This MOU shall become effective upon signature by all parties.

FOR THE CITY OF BELLEVIEW, FLORIDA:

_____
By: Christine K. Dobkowski, Mayor

Date: _____

FOR THE FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC:

_____
By: _____

Date: _____

Police Officer Signing Bonus Agreement

Trained Officer Hiring Incentive

1. Purpose

This Agreement establishes the terms and conditions for payment of a signing bonus by the City of Belleview ("City") to certain newly hired Police Officers.

2. Qualification for signing bonus.

- Be a State of Florida certified law enforcement officer at the time of hire; and
- Accept an offer of employment with The City; and
- Agree to the terms of this one (1) year employment agreement with the City.

3. Signing Bonus Amount and Payment

The City agrees to provide the Employee a signing bonus in the gross amount of Six Thousand Dollars ($6,000.00), subject to the following conditions:

- The bonus shall be paid only after successful completion of the City's Field Training Officer (FTO) program, as determined by the Police Chief or designee.
- The Employee must be in good standing at the time of payment. Good Standing shall be defined as not only meeting, but potentially exceeding their job requirements and has followed department rules and ethical guidelines without any disciplinary actions.

4. Tax and Deduction Acknowledgment

By their signature below the Employee acknowledges and agrees that:

- The signing bonus is taxable income and will be subject to all applicable federal taxes and withholdings.
- The signing bonus is subject to required deductions, including but not limited to:
    - FICA/Medicare (7.65%) – approximately $459.00
    - Retirement contribution (5%) – approximately $300.00
- Due to the above required deductions, the net amount received will be less than $6,000.00.

5. Service Commitment Requirement and Repayment Obligations

In consideration of receiving the signing bonus, the Employee agrees to remain continuously employed as a Police Officer with the City of Belleview, in good standing, for a period of twelve (12) months following successful completion of the FTO program. If the Employee voluntarily resigns, is terminated for cause, fails probation, or otherwise separates from employment prior to

completing twelve (12) months of service following successful completion of the FTO program, the Employee shall be required to repay a prorated portion of the signing bonus. The proportion of full months remaining unserved to the required twelve (12) month service period (Example: termination with three (3) months remaining unserved: 3/12 to be repaid). *Repayment shall be based on the gross amount of the signing bonus.*

6. Conditions Affecting Eligibility

The signing bonus:

- Will not be paid if the Employee fails to successfully complete the FTO program.
- Will not be paid if the Employee is suspended or terminated for misconduct at the time of eligibility for payment.

7. No Modification of Collective Bargaining Agreement

Nothing in this Agreement is intended to conflict with or modify the terms and conditions of any applicable Collective Bargaining Agreement (CBA).

All matters related to discipline, termination, and employment status shall be governed by the applicable CBA and City policies.

This Agreement governs only the terms of the signing bonus.

8. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the signing bonus and supersedes any prior discussions or representations related to this incentive.

9. Authorization for Payroll Deduction if Repayment Due

As an inducement to receiving the signing bonus, I authorize the City to deduct any outstanding repayment amount from my final paycheck, to the maximum extent permitted by law.

If the final paycheck is insufficient to cover the full amount owed, I agree to repay any remaining balance within thirty (30) days of separation. If such balance is not paid within thirty (30) days, the City shall have the right to pursue lawful means of recovery, including collections or legal action.

By my signature below, I acknowledges that I have read, understand, and agree to the terms and conditions of this Signing Bonus Agreement.

Employee Name (Printed): _____

Employee Signature: _____ Date: _____

Chief of Police: _____

Signature: _____ Date: _____

City Administrator: _____

Signature: _____ Date: _____

Item Cover Page

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: April 7, 2026

AGENDA ITEM:

Information Technology: Updates

PRESENTING PARTY:

Kevin Towne, IT Director

ITEM TYPE:

Other City Business/Department Updates

BACKGROUND:

RECOMMENDED ACTIONS:

ATTACHMENTS:

The Commission reserves the right to postpone any decision on audience, or walk-in requests until sufficient time has been allowed for review of documentation.

Item Cover Page

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: April 7, 2026

AGENDA ITEM:

City Attorney: Updates

PRESENTING PARTY:

Fred Landt, Attorney

ITEM TYPE:

Other City Business/Department Updates

BACKGROUND:

RECOMMENDED ACTIONS:

ATTACHMENTS:

The Commission reserves the right to postpone any decision on audience, or walk-in requests until sufficient time has been allowed for review of documentation.

Item Cover Page

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: April 7, 2026

AGENDA ITEM:

City Administrator: Updates

PRESENTING PARTY:

Mariah Moody, City Administrator

ITEM TYPE:

Other City Business/Department Updates

BACKGROUND:

RECOMMENDED ACTIONS:

ATTACHMENTS:

The Commission reserves the right to postpone any decision on audience, or walk-in requests until sufficient time has been allowed for review of documentation.

Item Cover Page

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: April 7, 2026

AGENDA ITEM:

Commissioner Dwyer: Discussion on the Sale of Kratom within the Belleview City Limits

PRESENTING PARTY:

Mayor Dobkowski

ITEM TYPE:

Commission Updates

BACKGROUND:

Commissioner Dwyer would like to discuss the sale of kratom within the Belleview city limits.

RECOMMENDED ACTIONS:

Discuss

ATTACHMENTS:

The Commission reserves the right to postpone any decision on audience, or walk-in requests until sufficient time has been allowed for review of documentation.

Item Cover Page

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: April 7, 2026

AGENDA ITEM:

Commission Updates

PRESENTING PARTY:

Mayor Dobkowski

ITEM TYPE:

Commission Updates

BACKGROUND:

Updates From:

- Commissioner Ray Dwyer
- Commissioner Ron Livsey
- Commissioner Michael Goldman
- Commissioner Bo Smith
- Mayor Christine Dobkowski

RECOMMENDED ACTIONS:

ATTACHMENTS:

The Commission reserves the right to postpone any decision on audience, or walk-in requests until sufficient time has been allowed for review of documentation.