



CITY OF BELLEVIEW CITY COMMISSION REGULAR MEETING AGENDA

Bellevue City Hall
Commission Room
5343 SE Abshier Blvd.
Bellevue, FL
October 4, 2022
6:00 PM

Mayor Dobkowski, Mayor
Commissioner Dwyer, Commissioner
Commissioner Goldman, Commissioner
Commissioner Livsey, Commissioner
Commissioner Smith, Commissioner

Welcome to the City of Bellevue 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 mmoody@bellevuefl.org or 352-245-7021 extension 2109.

1. MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE - COMMISSIONER SMITH
2. ROLL CALL
 - 2a. Roll Call of Commissioners
3. APPROVAL OF MINUTES
 - 3a. Approval of Minutes for the 09-20-22 Commission Meeting
[09-20-2022 Commission Meeting Minutes.doc](#)
4. PUBLIC HEARING: FINAL HEARING
 - 4a. Public Hearing - Final Reading: Ord. 2022-12 Litter Control (DSD Chancey)
[Ord 2022-12 Litter Control.docx](#)
5. PUBLIC HEARING: RESOLUTION
 - 5a. Public Hearing: Res 22-18 State of Emergency - Hurricane Ian (Administrator McKamey)
[Resolution 22-18 State of Emergency - Hurricane Ian - ratify .pdf](#)
6. UNSCHEDULED AUDIENCE:
 - 6a. Unscheduled Audience

7. OTHER CITY BUSINESS/DEPARTMENT UPDATES:

7a. Department Updates: City Clerk

7b. Department Updates: Development Services

7c. Department Updates: Finance -

7d. Department Updates: Public Works -Lake Lillian Dock Demolition and Rebuild
[Dock Agreement.pdf](#)
[Creative Dock - Updated Quote.pdf](#)
[Creative Dock - Check Request.pdf](#)

7e. Department Updates: Police Department

7f. Department Updates: Information Technology

7g. Department Updates: City Attorney

7h. Department Updates: City Administrator

8.. COMMISSION UPDATES:

Commission Updates



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CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: October 4, 2022

AGENDA ITEM:

Roll Call of Commissioners

PRESENTING PARTY:

Mayor Dobkowski

ITEM TYPE:

Roll Call

BACKGROUND:

Roll Call of Commissioners:

- Seat 1: Michael Goldman
- Seat 2: Ray Dwyer
- Seat 3: Ron Livsey
- Seat 4: Robert "Bo" Smith
- Mayor: Christine Dobkowski

RECOMMENDED ACTIONS:

ATTACHMENTS:



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CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: October 4, 2022

AGENDA ITEM:

Approval of Minutes for the 09-20-22 Commission Meeting

PRESENTING PARTY:

Mayor Dobkowski

ITEM TYPE:

Approval of Minutes

BACKGROUND:

RECOMMENDED ACTIONS:

Motion to approve as received or as amended the 09-20-2022 Commission Meeting Minutes

ATTACHMENTS:

[09-20-2022 Commission Meeting Minutes.doc](#)

CITY OF BELLEVIEW COMMISSION MEETING MINUTES

Bellevue City Hall
Commission Room
5343 SE Abshier Blvd.
Bellevue, FL
September 20th, 2022
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 LIVSEY

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

APPROVAL OF MINUTES: 08-16-2022 and 09-06-2022

Motion made by Commissioner Smith to approve as received the 08-16-2022 and the 09-06-2022 Commission Meeting Minutes; Seconded by Commissioner Goldman.

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

PUBLIC HEARING: RESOLUTION

a. Resolution 22-16 Final Millage Adoption - 2022 / 2023 Fiscal Year

Prior to the Resolution being read Mayor Dobkowski stated for the record:

- The City of Bellevue is the taxing authority.
- The Rolled Back Rate is 4.5160 mills.
- The percentage of increase over the rolled-back rate is 10.72%.
- The millage to be levied is 5.0000 mills.
- This Resolution sets the 2023 fiscal year tentative millage rate at 5.0000.

Mayor Dobkowski read Resolution 22-16, Title Only. Finance Director Strausbaugh stated that the City has retained the millage rate for 6 years and increases in taxes are from property tax.

Mayor Dobkowski stated it is a Public Hearing and asked if anyone in the audience wanted to speak on the topic.

Motion made by Commissioner Livsey to approve Resolution 22-16 adopting the tentative millage rate for the 2022 / 2023 Fiscal Year at 5.000 mills on First Reading, Title Only. Seconded by Commissioner Dwyer.

The motion was by roll call vote. Ayes: Goldman, Dwyer, Livsey, Smith, Dobkowski.

b. Resolution 22-17 Final Budget Adoption FY 2022 / 2023

Mayor Dobkowski read Resolution 22-17, Title Only. Administrator McKamey presented an overview of the 2022/2023 Fiscal Year.

Mayor Dobkowski stated it is a Public Hearing and asked if anyone in the audience wanted to speak on the topic. No one came forward.

Motion made by Commissioner Smith to approve Resolution 22-17 Adopting the 2023 Fiscal Year Budget in the amount of \$24,079,500 on First Reading, Title Only. Seconded by Commissioner Livsey.

The motion was by roll call vote. Ayes: Goldman, Dwyer, Livsey, Smith, Dobkowski.

PUBLIC HEARING: FINAL READING

a. PH Final Reading Title Only- Ordinance 2022-10 Yiyi Construction & Processing Inc. Rezoning

Mayor Dobkowski read Ordinance 2022-10 for Final Hearing, Title Only. Development Services Director Chancey stated the subject property is owned by Yiyi Construction & Processing Inc, which is owned by Shirley Velasco, and is currently vacant. The owner is a realtor that has stated she is having trouble selling the property, which is currently zoned as a B-4, but was previously used as a home business.

This application, initiated by the property owner, amends the Zoning Map of the City of Belleview. The property is surrounded by Commercial properties - B/4 and B/2, with residential to the south of the property. The property has convenient access to SE 113th St and SE 55th Ave. Public water and sewer is available.

Mayor Dobkowski stated it is a Public Hearing and asked if anyone in the audience wanted to speak on the topic.

Shirley Velasco, the owner of the property came forward and stated she believes the property is more likely to sell as a B-2 for a live-in home business.

Motion made by Commissioner Dwyer to approve Ordinance 2022-10 on Final Reading, Title Only rezoning the property to a B-2. Seconded by Commissioner Goldman.

The motion was by roll call vote. Ayes: Goldman, Dwyer, Livsey, Smith, Dobkowski.

PUBLIC HEARING: FIRST READING

a. PH First Reading Title Only- Ordinance 2022-12 Litter Control

Mayor Dobkowski read Ordinance 2022-12 for First Hearing, Title Only. Development Services Director Chancey stated at the August 2nd Commission Meeting, staff presented a Litter Control Task Force update and ordinance with a corresponding letter from the Marion County Board of County Commission. The Commission directed Attorney Landt to review the ordinance along with staff and bring the ordinance back for first reading.

This ordinance is consistent with the Florida Litter Law, Sections 403.413 -.4135. It provides for enhanced penalties for violators and brings the City Code in line with Florida Statutes. The City shall determine the training and qualifications of any employee of the city designated to enforce the provisions of the Florida Litter Law if the designated employee is not a regular law enforcement officer. This ordinance also encourages local governments to initiate programs to supplement the existing litter-removal program for public places and highway systems operated by DOT.

Commissioner Livsey stated he would like staff to do press releases and Facebook posts regarding litter control.

Mayor Dobkowski inquired about what happens when the garbage truck leaves garbage at pick-up and if the company could be sighted for littering.

Finance Director Strausbaugh stated that if staff is made aware of trash being left by the garbage company they can be contacted to pick it up.

Motion made by commissioner Livsey to approve Ordinance 2022-12 Litter Control on First Reading, Title Only. Seconded by Commissioner Smith.

The motion was by roll call vote. Ayes: Goldman, Dwyer, Livsey, Smith, Dobkowski.

UNSCHEDULED AUDIENCE:

The owner of the Mi Pueblo Flea Market came forward regarding a Code Enforcement complaint that was received about an event held at their business on 09/18/22. She stated that she had pulled a permit with the City and had permission to have the event. She asked for clarification in the event permitting process so that they can continue to host events on the property.

Development Services Director Chancey stated she had received two complaints about the event. Although the event was permitted, there were activities at the event that were not listed on the permit such as amplified music and bull riding. The event also carried on longer than the permit indicated. It was stated that in the future the proper times and all scheduled activities need to be listed on the permit.

Development Services Director Chancey also stated that the City has never had a flea market within the City limits and a definition for flea markets is being developed with the Land Development

Code review consultant. In addition, a permit for commercial events is being created. Some specifications in the permit could include: limiting the number of events per year, requiring port-o - lets, requiring an officer on duty, and ensure for the proper amount of parking.

Jennifer Cordiner, a resident of Bellevue Sunny Skies came forward to address concerns regarding the event held at Mi Pueblo Flea Market.

After discussion, the Commission decided to have the Land Development Code consultant review the event permit process as well as define flea markets in the Code.

OTHER CITY BUSINESS/DEPARTMENT UPDATES:

a. City Clerk: Community Center Program Fees

Clerk Moody stated The Community Center recently opened, and programs are being offered to the community Monday - Thursday. There have been various requests to provide programs that are not allowed in the current policy. Currently, the policy allows the use of the Community Center for non-profits offering free classes. However, not all the entities wanting to provide classes are non-profits, and not all programs are free.

Staff would like to amend the community building fees to offer a variety of programs. Staff has determined that programs fall into three categories, free, low-cost, and commercial.

Staff was directed to present a resolution to the commission to make the necessary changes.

b. Development Services: Surplus Property

Development Services Director Chancey stated the 2013 Ford Explorer the department currently uses was transferred from the Police Department to Development Services when the police vehicle was replaced with a new vehicle. The Explorer has now been replaced with a truck and is no longer needed, therefore it is recommended to surplus and dispose of this vehicle

Mayor Dobkowski stated it is a Public Hearing and asked if anyone in the audience wanted to speak on the topic. No one came forward.

Motion made by Commissioner Goldman to approve the recommendation to surplus and dispose of the 2013 Ford Explorer. Seconded by Commissioner Smith.

The motion was by roll call vote. Ayes: Goldman, Dwyer, Livsey, Smith, Dobkowski.

c. Development Services: Updates

Development Services Director Chancey stated the Interlocal Agreement Public School Facility Planning Technical Working Group would like to schedule a joint workshop.

After discussion, there was a census to hold the joint workshop will be held on Wednesday, December 7th from 9 am to 12 pm.

d. Finance Department: August 2022 Financial Report

Finance Director Strausbaugh presented the August 2022 Financial Report.

e. Public Works: KH IPO # 23 Belleview WRF Rerating Construction Administration

Public Works Director Titterington states the City intends to implement changes at the Water Reclamation Facility (WRF) to rerate the facility to 1.0 MGD AADF in accordance with the plans and specifications prepared by Kimley-Horn and advertised for bid.

The City requested Kimley-Horn to provide construction administration services for the duration of the Project. The construction administration services will include contract document administration, contractor coordination and management assistance, construction observations, shop drawing reviews, and pay request reviews.

Motion made by Commissioner Goldman to approve IPO #23 for Kimley Horn & Associates to provide Construction Administration Services for the City's WWTF Re-Rating Construction project. Seconded by Commissioner Dwyer.

The motion was by roll call vote. Ayes: Goldman, Dwyer, Livsey, Smith, Dobkowski.

f. Public Works: Hames Road (SR 25) Sewer Crossing Repair

Public Works Director Titterington stated the Public Works Department recently cleared and partially opened this line across Hames Rd (SR 25) from a recent clogged line. GML Coatings our maintenance contractor cleaned and videoed the line discovering a large hole in the top of the pipe under the roadway. Staff and the contractor were concerned about the line collapsing and requested board approval for an emergency repair. The first attempt was to slip line the pipe. The hole in the top of the pipe was too large to slip line and it appeared that the road would require open cut. The proposed cost from the contractor was over \$250,000. I requested from the contractor any alternatives at a lesser cost. The contractor located a subcontractor to provide the pipe bursting method at an estimated cost of \$186,993.00. The pipe bursting method was less expensive without cutting the roadway.

Motion Made by Commissioner Goldman to authorize maintenance contractor, GML Coatings to provide pipe bursting services via their subcontractor in the amount of \$186,993.00 with a 15% contingency for unforeseen issues. The total estimated cost with contingency is \$215,041.95. Seconded by Commissioner Livsey.

The motion was by roll call vote. Ayes: Goldman, Dwyer, Livsey, Smith, Dobkowski.

g. Police Department: N/A

h. Information Technology: N/A

i. Legal Services: N/A

j. Administrator: N/A

COMMISSION UPDATES:

Commissioner Dwyer stated that he serves on the Tourism Development Council of Marion County and would like the City's Events and Promotion Specialist Strobe to be involved to promote Belleview's events.

Commissioner Livsey asked if the City could do promotion regarding millage rates to citizens.

Commissioner Goldman N/A

Commissioner Smith: N/A

Mayor Dobkowski: N/A

Adjournment: Meeting adjourned by Mayor Dobkowski at 7:02 PM.

Attest:

Mariah Moody
City Clerk



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CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: October 4, 2022

AGENDA ITEM:

Public Hearing - Final Reading: Ord. 2022-12 Litter Control (DSD Chancey)

PRESENTING PARTY:

Shawna Chancey, Development Services Director

ITEM TYPE:

Public Hearing: Final Reading

BACKGROUND:

At the August 2nd Commission Meeting, staff presented a Litter Control Task Force update and ordinance with a corresponding letter from Marion County Board of County Commission. The Commission directed Attorney Landt to review the ordinance along with staff and bring the ordinance back for first reading.

This ordinance is consistent with the Florida Litter Law, Sections 403.413 -.4135. It provides for enhanced penalties for violators and brings the City Code in line with Florida Statutes. The City shall determine the training and qualifications of any employee of the city designated to enforce the provisions of the Florida Litter Law, if the designated employee is not a regular law enforcement officer. This ordinance also encourages local governments to initiate programs to supplement the existing litter-removal program for public places and highway systems operated by DOT.

This ordinance was approved on First Reading at a Public Hearing held on September 20th. Public Hearing.

RECOMMENDED ACTIONS:

Staff recommends approval of Ordinance 2022-12 Litter Control on Final Reading, Title Only.

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.

ORDINANCE 2022-12

**AN ORDINANCE REGARDING LITTER CONTROL;
AMENDING CHAPTER 19 TO PROVIDE FOR LITTER
CONTROL AND ENFORCEMENT; PROVIDING
LEGISLATIVE FINDINGS; PROVIDING FOR
APPLICABILITY; PROVIDING FOR DEFINITIONS;
PROVIDING FOR RESOLUTION OF CONFLICTS;
PROVIDING FOR SEVERABILITY, PROVIDING FOR
CUMULATIVE EFFECT; PROVIDING FOR NON-
EXCLUSIVE REMEDY; AND PROVIDING AN EFFECTIVE
DATE**

WHEREAS, the City Commission of the City of Bellevue has found that it is in the best interest of the public welfare to amend the City of Bellevue Code to provide for litter control and enforcement as set forth herein-below; and

WHEREAS, it is intent of the City of Bellevue City Commission (hereafter, “the Commission”) and this Ordinance to promote a clean, healthy, safe, and attractive community and environment in which to live; and

WHEREAS, the Florida Litter Law, Sections 403.413-.4135, Florida statutes (2021) contains a legislative finding that a comprehensive illegal dumping, litter, and marine debris control program and prevention program is necessary to protect the beauty and the environment of Florida. The Legislature further finds that the program must be coordinated and capable of having statewide identity and grassroots community support. Sec. 403.4135(1), Florida Statutes (2021); and

WHEREAS, Sec. 403.4135(8), Florida Statutes (2021) provides that this section does not limit the authority of any state or local agency to enforce other laws, rules, or ordinances relating to litter or solid waste management; and

WHEREAS, the City Commission’s intent is that Chapter 19 Dumping, Litter and Illegal Debris, of the City of Bellevue Code of Ordinances, be part of the statewide comprehensive illegal dumping, litter and marine debris control program, and be consistent with the Florida Litter Law, while at the same time providing for additional regulations deemed beneficial for the City of Bellevue.

WHEREAS, the City Commission finds that illegal dumping of litter on public and private property within the city is a serious problem in the city, resulting in unnecessary cost to taxpayers, and adversely affecting the natural beauty and attractiveness of our community as a whole, the effective solution of which requires a broad-based buy-in from the entire community; and

WHEREAS, consistent with the above-referenced statutory provisions, the Board of County Commissioners of Marion County created a broad-based Marion County Litter Task Force, comprised of public and private community leaders, to make recommendations for solutions to the Board; and

WHEREAS, the Task Force has recommended updating the Marion County Code related to litter enforcement, in order to provide enhanced penalties for violators, and otherwise bring the County Code in line with Florida State Statutes; and

WHEREAS, the City Commission finds that updating the City Code related to litter control, enforcement, and penalties is in the best interest of the public welfare and that the suggestions of the Marion County Litter Task force address the City Commissions findings and concerns regarding effective litter control; and

WHEREAS, although violations of municipal ordinances are neither misdemeanors nor felonies under Florida general law, Sec. 125.69(1), Florida Statutes (2021) provides that violations of county ordinances shall be prosecuted *in the same manner as misdemeanors* are prosecuted. Such violations shall be prosecuted in the name of the state in a court having jurisdiction of misdemeanors by the prosecuting attorney thereof and upon conviction shall be punished by a fine not to exceed \$500.00 or by imprisonment in the county jail not to exceed 60 days, or by both such fine and imprisonment. Further, Florida courts have determined that municipal ordinances are *criminal in nature* if they authorize criminal penalties such as incarceration, and such ordinances therefore authorize a full custodial arrest and incidental search. *See, Hull v. State*, 315 So.3d 144, 145-46 (Fla. 5th DCA 2021) and *State v. Coleman*, 320 So.3d 890, 894-895 (Fla. 2d DCA 2021); and

WHEREAS, Sec. 403.413(3), Florida Statutes (2021) provides that the local governing body of a city shall determine the training and qualifications of any employee of the city or any employee of the city park or recreation department designated to enforce the provisions of the Florida Litter Law if the designated employee is not a regular law enforcement officer; and

WHEREAS, Sec. 403.4132, Florida Statutes (2021) provides that local governments are encouraged to initiate programs to supplement the existing litter-removal program for public places and highway systems operated by the Department of Transportation. That section further provides that to the extent that funds are available from the department for litter pickup and removal programs beyond those annually available to the Department of Corrections, priority shall be given to contracting with nonprofit organizations for supplemental litter-removal programs that use youth employment programs.

NOW THEREFORE, BE IT ORDAINED by the City Commission of the City of Belleview as follows:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein but need not be set forth in the City Code.

Section 2. Chapter 19 of the City Code is hereby amended to read as follows:

“Chapter 19. Litter, Dumping and Illegal Debris.

Sec. 19-1. Title. This Chapter may be referred to as the City of Belleview Litter Control Ordinance.

Sec. 19-2. Definitions.

(a) When used in this Chapter 19, the following words, terms, and phrases shall have the meanings ascribed to them in this section 16-1:

- (1) *Administrator* means the City Administrator of the City of Belleview or the administrator's designee.
- (2) *Agricultural waste* means the solid waste that is produced as a result of normal farming operations, or the raising or slaughtering of animals or livestock, or the processing of animal products or orchard, grove or field crops, and is stored, transported, or disposed of as an unwanted waste material.
- (3) *Aircraft* means a motor vehicle or other vehicle that is used or designed to fly but does not include a parachute or any other device used primarily as safety equipment.
- (4) *Applicable law* means any applicable local, state or federal statute, law, constitution, charter, ordinance, judgment, order, decree, permit, rule, regulation, directive, policy, standard or similar binding determination, or a judicial or administrative interpretation of any of the same, which are in effect or are enacted, adopted, promulgated, issued or enforced by a governmental body.
- (5) *Assessable property* means all parcels of residential property included on the assessment roll that receive a special benefit from the City's solid waste systems, services and facilities.
- (6) *Assessment coordinator* means the person designated by the City to administer the solid waste assessment or such person's designee.
- (7) *Assessment roll* means a non-ad valorem special assessment roll, which contains a list of assessable property that is prepared by the assessment coordinator and approved by the board.
- (8) *Baseline landfill* means the county's landfill on Baseline Road in Marion County, Florida.
- (9) *Board* means the Board of County Commissioners of Marion County, Florida.
- (10) *Body of water* means any significant accumulation of water to include any freshwater lake, pond, river, canal, or stream or tidal or coastal water.
- (11) *Building* means any structure, whether temporary or permanent, built for the support, shelter or enclosure of persons, chattel or property. This term includes mobile homes, but not recreational vehicles.
- (12) *Bulk waste* means any large, discarded item that cannot be placed in a curbside container because of its size, volume, shape or weight. Bulk waste includes, but

is not limited to, sinks, toilets, fixtures, mattresses, box springs, furniture, ladders, carpet, and white goods.

- (13) *City* means, depending on the context, either (a) the geographical area contained within incorporated City of Belleview, Florida, or (b) the government of the City, acting through the City Commission or the Commission's designee(s).
- (14) *Class III waste* means yard trash; construction and demolition debris; processed tires; asbestos; carpet; cardboard; paper; glass; plastic; furniture, but not appliances; and other similar materials that are approved in advance by the FDEP, based on the FDEP's determination that such materials are not expected to produce leachate that poses a threat to public health or the environment.
- (15) *Clerk* means the Clerk of the Circuit Court of Marion County or the clerk's designee.
- (16) *Commission or City Commission* means the City Commission of the City of Belleview, Florida.
- (17) *Code* means the Code of Ordinances of the City of Belleview.
- (18) *Code Enforcement Board* means the City of Belleview Code Enforcement Board.
- (19) *Collection* means the process of picking up, transporting, delivering, and depositing solid waste, including recyclable materials, at a solid waste management facility.
- (20) *Collection container* means curbside containers, mechanical containers, and recycling containers.
- (21) *Collection service* means commercial collection service, residential collection service, or both, depending on the context.
- (22) *Commercial collection service* means the collection of commercial waste from commercial property by any person other than the owner or occupant of the property.
- (23) *Commercial property* means all real property which is located in the incorporated area of the City and not classified as residential property. Commercial property includes property used primarily for: (a) commercial purposes, such as hotels, motels, stores, restaurants, theaters, service stations, and recreational vehicle parks; (b) institutional purposes, such as governmental offices, churches, hospitals, and schools; and (c) not-for-profit and charitable organizations. Commercial property includes commercially zoned property that is used primarily for residential purposes. Vacant land, not zoned residential, is commercial property.
- (24) *Commercial waste* means garbage, rubbish, and class III waste generated on commercial property.
- (25) *Construction and demolition debris* means discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a

structure as part of a construction or demolition project or from the renovation of a structure, and includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land-development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of construction and demolition debris with other types of solid waste will cause the resulting mixture to be classified as other than construction and demolition debris. The term also includes: (a) clean cardboard, paper, plastic, wood, and metal scraps from a construction project; (b) except as provided in section 403.707(9)(j), Florida Statutes, yard trash and unpainted, nontreated wood scraps and wood pallets from sources other than construction or demolition projects; (c) scrap from manufacturing facilities which is the type of material generally used in construction projects and which would meet the definition of construction and demolition debris if it were generated as part of a construction or demolition project. This includes debris from the construction of manufactured homes and scrap shingles, wallboard, siding, concrete, and similar materials from industrial or commercial facilities; and (d) de minimis amounts of other nonhazardous wastes that are generated at construction or destruction projects, provided such amounts are consistent with best management practices of the industry.

- (26) *Consumer price index ("CPI")* means the "Consumer Price Index - Urban Wage Earners and Clerical Workers (CPI-W), South Urban, All Items, Base Period 1982-84 = 100, Not Seasonally Adjusted, Series ID: CWUR0300SA0," as published by the U.S. Department of Labor, Bureau of Labor Statistics, or a successor agency.
- (27) *County* means, depending on the context, either (a) the geographical area contained within unincorporated Marion County, Florida, or (b) the government of Marion County, acting through the board or the board's designee.
- (28) *Curbside* means the physical location where curbside containers shall be placed for residential collection service. This location shall be as close as practicable to the street used by the franchise holder's vehicle.
- (29) *Curbside container* means a garbage can, roll cart, or similar receptacle that is made of metal or heavy-duty rigid plastic and used for the collection of solid waste.
- (30) *Customer* means any person that uses a franchise holder's commercial collection service or residential collection service.
- (31) *Customer list* means a current, accurate list of all customers served by a franchise holder.
- (32) *Director* means the Development Services Director of the City or the Director's designee.
- (33) *Dump* means to dump, throw, discard, place, deposit, or dispose of.

- (34) *Dumpster* means a collection container that is designed to hold at least two (2) cubic yards of commercial waste and is emptied into a front-end loading garbage truck or similar vehicle with a hydraulic lifting mechanism or similar equipment.
- (35) *Dwelling unit* means a room or rooms constituting a separate, independent living area with cooking facilities or kitchen, a separate entrance, and bathroom facilities, that are physically separated from any other rooms or dwelling unit in the same structure or in separate structures. A mobile home is a dwelling unit; however, a hotel room, motel room, or recreational vehicle is not.
- (36) *FDEP* means the Florida Department of Environmental Protection and any successor agency.
- (37) *Fiscal year* means that period commencing October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by applicable law as the fiscal year for the county.
- (38) *Franchise fee* means the fee paid by the franchise holder for: (a) the use of the streets, alleys, bridges, easements, and other public places in the county; and (b) the right to provide collection service in the county.
- (39) *Franchise holder* means a person that is authorized by the City Commission to provide commercial collection service, residential collection service, or both in the City.
- (40) *Garbage* means all kitchen and table food waste, and animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials.
- (41) *Gross receipts* means all of the fees, charges and costs that are collected by a franchise holder based on, arising out of, attributable to, or in any way derived from the services the franchise holder provides pursuant to its franchise. Gross receipts include but are not limited to the revenues that are collected pursuant to a franchise for: the franchise holder's collection service; the use, rental, maintenance or relocation of the franchise holder's collection containers and equipment; and the franchise holder's surcharges. Gross receipts do not include (a) sales taxes and other taxes collected by the franchise holder or (b) revenues that are derived from the collection of yard trash or construction and demolition debris.
- (42) *Hazardous waste* means solid waste, or a combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, or otherwise managed. This term does not include human remains that are disposed of by a person licensed under chapter 497, Florida Statutes.
- (43) *Improved property* means any cleared, graded or drained real property in the county upon which a building or structure is erected and occupied or capable of

being occupied (i.e., a certificate of occupancy has been issued) for residential, commercial, institutional or industrial use.

- (44) *Institutional property* means improved property that is used primarily for a public purpose, even if the property is privately owned, such as property used by or for schools, universities, hospitals, and churches.
- (45) *Junk* means any litter, debris, waste materials of any kind, dead or decaying vegetation or vegetative refuse, dead animals, used or unserviceable automobile and machinery parts, used and nonfunctional furniture and appliances, and used and nonfunctional tools, equipment, and implements, but shall not include compost piles for personal, noncommercial use.
- (46) *Law enforcement officer* means any officer of the Florida Highway Patrol, the county sheriff's department, a municipal law enforcement department, or a law enforcement department of any other political subdivision or agency of the State of Florida. In addition, and solely for the purposes of section 16-91, Law enforcement officer means any employee of the City that is designated by the City administrator as a litter enforcement officer, including, but not limited to, a City code inspector, a solid waste enforcement officer, an animal control officer, a building inspector, an employee of the City parks and recreation department, or an employee whose duty it is to ensure code compliance or to enforce codes and ordinances.
- (47) *Litter* includes, but is not limited to, any garbage; rubbish; solid waste; trash; refuse; can; glass or plastic bottle; box; container; paper; tobacco product; cigarette butts; disposable medical or other filtration masks of any kind; syringes or drug paraphernalia; tire; appliance; mechanical equipment or part; building or construction material; tool; machinery; wood; motor vehicle or motor vehicle part; vessel; aircraft; farm machinery or equipment; sludge from a waste treatment facility, water supply treatment plant, or air pollution control facility; illegal signs; temporary political signs still in place sixty days after the last applicable election; or waste substance in any form resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.
- (48) *Litter presumption.* Any property or other object left unattended in or on any public highway, road, street, alley, or thoroughfare, on any other public lands, in or on any freshwater lake, river, canal, or stream of the City, or in or on any private property, without the express or implied permission of the property owner or official or governing body maintaining control of the place upon which the property or other object is left unattended, shall be presumed to be "litter" for purposes of this Chapter. This presumption may be rebutted by competent substantial evidence.
- (49) *Litter receptacle* means a collection container with a capacity of ten (10) gallons or more that has been constructed and placed for use as a depository for litter.
- (50) *Materials recovery facility* means a solid waste management facility that provides for the extraction from solid waste of recyclable materials, materials

suitable for use as a fuel or soil amendment, or any combination of such materials.

- (51) *Mechanical container* means a dumpster, roll-off container, compactor, or other large container that is used for the collection of solid waste and unloaded with mechanical equipment. Mechanical containers are larger than and do not include curbside containers.
- (52) *Motor vehicle* means an automobile, motorcycle, truck, trailer, semitrailer, truck tractor, or any other vehicle that is powered by a motor.
- (53) *Multi-family dwelling* unit means any building or structure containing two or more dwelling units held under common ownership.
- (54) *Municipal service benefit unit ("MSBU" or "Unit")* means a financing unit using non-ad valorem assessments on lands within the unincorporated jurisdiction of the county (and pursuant to appropriate procedures, a municipality) in which the county manages the provision of certain municipal services which may be financed by property taxes, service charges or non-ad valorem special assessments pursuant to the home rule power of the county and sections 125.01(1)(q) and (r), Florida Statutes.
- (55) *Municipality* or any like term, means a municipality created pursuant to general or special law authorized or recognized pursuant to S.2 or S.6, Article VIII of the State Constitution and, when s. 403.706(19), Florida Statutes (2021) applies, means a special district or other entity located within Marion County, Florida.
- (56) *Oversized yard trash* means any piece or item of yard trash or land clearing debris that is more than four (4) feet in length or four (4) inches in diameter. Oversized yard trash also includes any accumulation of yard trash that exceeds two (2) cubic yards in volume.
- (57) *Owner* shall mean the person identified as the owner of assessable property on the assessment roll.
- (58) *Performance bond* means the financial security furnished by the franchise holder as a guarantee that the franchise holder will perform its work and pay all applicable fees and claims in accordance with the terms of this article.
- (59) *Person* means any and all persons, natural or artificial, including any individual, firm, venture, or association; any public or private corporation organized or existing under the laws of this state or any other state; any city or county of this state; and any governmental agency of this state or the Federal Government.
- (60) *Processing* means any technique designed to change the physical, chemical, or biological character or composition of any solid waste so as to render it safe for transport; amenable to recovery, storage, or recycling; safe for disposal; or reduced in volume or concentration.
- (61) *Property appraiser* means the Marion County Property Appraiser or the property appraiser's designee.
- (62) *Recovered materials* means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have

been diverted and source separated or have been removed from the solid waste stream for sale, use or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but the term does not include materials destined for any use that constitutes disposal. Recovered materials as described above are not solid waste.

- (63) *Recyclable materials* means those materials that are capable of being recycled and that would otherwise be processed or disposed of as solid waste.
- (64) *Recycling* means any process by which solid waste, or materials that would otherwise become solid waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.
- (65) *Recycling center* means a solid waste management facility where the county accepts recyclable materials, yard trash or other types of solid waste generated on residential property located in the incorporated areas of the City.
- (66) *Recycling container* means a bin, box, cart or similar container that is made of heavy-duty, hard plastic or other suitable substance and used for the storage and accumulation of recyclable materials.
- (67) *Residential collection service* means the collection of residential waste from residential property by anyone other than the property owner or occupant.
- (68) *Residential property* means all improved property that is used for residential purposes, including but not limited to: single family residences; single family and multi-family dwelling units; duplex apartments; apartment buildings; condominium units; cooperatives established pursuant to chapter 719, Florida Statutes; time-share apartments; and leased residential premises of the classes described above, whether occupied or not. Property used exclusively as a recreational vehicle park, as defined in section 513.01(10), Florida Statutes, shall be deemed commercial property.
- (69) *Residential waste* means garbage, rubbish, recyclable materials, and yard trash generated as a result of normal housekeeping activities on residential property.
- (70) *Rubbish* means waste materials, other than garbage and yard trash, resulting from normal housekeeping activities on residential property and commercial property. Rubbish includes, but is not limited to discarded trash, paper, plastic, bottles, cans and similar materials.
- (71) *Set out* means the proper preparation and placement of solid waste and recyclable materials for collection at the customer's premises, in accordance with the requirements of this article.
- (72) *Sludge* includes the accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar waste disposal appurtenances.
- (73) *Solid wastes* means sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment

plant, or air pollution control facility, or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Recovered materials are not solid waste.

- (74) *Solid waste assessment* means a non-ad valorem special assessment imposed and levied lawfully by the City against assessable property to fund all or any portion of the solid waste cost.
- (75) *Solid waste cost* means: (a) the amount necessary in any fiscal year to fund and provide the City's solid waste management systems, services, and facilities for the benefit of the assessable property in the City, including but not limited to the provision of recycling services, litter control, the handling and disposal of household hazardous waste, and other solid waste collection and disposal services; and (b) the estimated cost to be incurred during any fiscal year relating to the collection of the solid waste assessment, including any related costs, such as the service charges of the tax collector and property appraiser, and any amounts necessary to offset the maximum discounts available for early payment of non-ad valorem assessments pursuant to any applicable law.
- (76) *Solid waste management facility* means any solid waste disposal area, volume reduction plant, transfer station, materials recovery facility, or other facility, the purpose of which is resource recovery or the disposal, recycling, processing, or storage of solid waste. This term does not include recovered materials processing facilities that meet the requirements of section 403.7046, Florida Statutes, except the portion of such facilities, if any, used for the management of solid waste.
- (77) *Tax collector* means the Marion County Tax Collector or the tax collector's designee.
- (78) *Uniform Assessment Collection Act* means sections 197.3631, 197.3632 and 197.3635, Florida Statutes, or any successor statutes, authorizing the uniform billing, collection, and enforcement of non-ad valorem assessments on the same tax notice as ad valorem taxes, and Rule 12D-18, Florida Administrative Code, and any applicable regulations promulgated or referenced thereunder, including Rule 12D-13, Florida Administrative Code.
- (79) *Unserviceable vehicle* means any vehicle which is required to be licensed by the state if used on public streets and which remains for a period of seven (7) days in such condition that it cannot be started or moved under its own power or in its normal and usual manner, without repair or the addition of parts, or would be in violation of section 316.215, Florida Statutes, if used on public streets. This term does not include an automobile that is more than twenty (20) years old and undergoing repair or restoration inside a completely enclosed building.
- (80) *Vessel* means a boat, barge, or airboat or any other vehicle used for transportation on water.

- (81) *White goods* includes discarded air conditioners, heaters, refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial large appliances.
- (82) *Yard trash* means vegetative matter resulting from landscaping maintenance and land clearing operations and includes associated rocks and soils.
- (b) If a definition contained herein is inconsistent with a corresponding definition in section 403.703, Florida Statutes, the definition in section 403.703 shall prevail, but only to the extent necessary to resolve the inconsistency.

Section 19-3. Litter.

- (a) No person shall dump litter or junk in any manner or amount:
 - 1. In or on any public highway, road, street, alley, or thoroughfare, including any portion of the right-of-way thereof, or any other public lands, except in containers lawfully provided therefor. When any litter or junk is thrown, blown, bounced or discarded from a motor vehicle, the operator or owner of the motor vehicle, or both, shall be deemed in violation of this section; or
 - 2. In or on any freshwater lake, pond, grotto, river, stream or body of water in the City. When any litter or junk is thrown, blown or discarded from any boat or vessel, the operator or owner of the boat or vessel, or both, shall be deemed in violation of this section; or
 - 3. In or on any private property, unless prior consent of the owner has been given and unless the dumping of such litter or junk by such person will not cause a public nuisance or otherwise be in violation of any other state or local law, rule, or regulation.
- (b) No person shall operate any motor vehicle on any street or highway unless such motor vehicle is constructed, and loaded to prevent any of its load from dropping, sifting, leaking, spilling, or otherwise escaping; provided, however, that sand or any substance used to increase traction, or water or other substance used to control dust, may be applied on a roadway in the cleaning or maintaining of such roadway by a state or local government agency having such responsibilities.
- (c) Any motor vehicle transporting litter junk, or other items likely to fall or be blown from such motor vehicle shall be enclosed, covered, or secured with a close-fitting tarpaulin or other appropriate cover or load securing device to prevent its contents from blowing, dropping, or falling from such vehicle.
- (d) Any person generating, transporting, or receiving litter or junk shall be responsible for ensuring that such litter or junk is managed, stored, handled, transported, and disposed of in accordance with the provisions of this chapter.
- (e) When a violation of any provision of this section has been observed by any person, and the litter or junk dumped on a highway, right-of-way, property adjacent to a highway or right-of-way, private property, or body of water has been ejected from a motor vehicle or vessel, the owner, operator, or both, of such motor vehicle or vessel, that fact shall constitute prima facie evidence that the owner, operator, or both, of such motor vehicle or vessel shall be deemed to be in violation of this section.

- (f) Any article of litter or junk bearing a person's name ~~or~~ and postal street address or email address, phone number, or any other information sufficient to enable the verification of the identity of such individual, found on the private property of another or on public property, shall constitute prima facie evidence that the litter is the property of such person whose name and other identifying information appears thereon, and it shall constitute prima facie evidence that such person dumped or disposed of such article of litter or junk. The named individual may be an owner-occupant, or a tenant, of the designated property, as long as he or she is a current resident of such property. This presumption shall be rebuttable by competent substantial evidence.
- (g) All law enforcement officers shall enforce the provisions of this section. Employees of the City Development Services, Code Enforcement, Public Works, City Code Enforcement Officers, and Building Inspectors are authorized to issue citations and initiate prosecutions under this section.
- (h) Pursuant to Section 403.413(7), Florida Statutes (2021), all employees of the City whose duty it is to ensure code compliance or to enforce codes and ordinances are hereby designated and authorized to enforce the provisions of the Florida Litter Law. Such employees include employees of the Employees of the City Development Services, Code Enforcement, Public Works, City Code Enforcement Officers, and Building Inspectors, Nothing in this section shall provide such employees with the authority to bear arms or to make arrests.
- (i) Pursuant to Sec. 403.413(3), Florida Statutes (2021), the City Administrator is directed to develop, in consultation with the Belleview Police Department, and the State Attorney for the Fifth Judicial Circuit, policies providing for the training and qualifications of all City employees who are designated to enforce this Ordinance, who are not law enforcement officers, and to present those policies to the City Commission for ratification within 90 days of the adoption of this Ordinance.
- (j) PENALTIES: Any person who violates the provisions of this section shall be cited as follows:
 - (1) A person who dumps litter or junk in violation of this section shall be guilty of a noncriminal infraction for a first offense, and subject to a civil penalty of one hundred fifty dollars (\$150).
 - (2) A person who dumps litter or junk in violation of this section, and who has one prior conviction for dumping litter in violation of this section or in violation of s. 403.413, Florida Statutes, commits a criminal infraction and shall be punished as follows:
 - a. Incarceration in the county jail up to 10 days; and/or
 - b. Community service as prescribed by the Florida Litter Law, section 403.413, Florida Statutes, when authorized therein; and
 - c. A fine of three hundred dollars (\$300).
 - (3) A person who dumps litter or junk in violation of this section, and who has two prior convictions for dumping litter in violation of this section or in violation of s.

403.413, Florida Statutes, commits a criminal infraction and shall be punished as follows:

- a. Incarceration in the county jail of not less than 10 days, and up to 30 days; and/or
 - b. Community service as prescribed by the Florida Litter Law, section 403.413, Florida Statutes, when authorized therein; and
 - c. A fine of five hundred dollars (\$500).
- (4) A person who dumps litter or junk in violation of this section, and who has three or more prior convictions for dumping litter in violation of this section or in violation of s. 403.413, Florida Statutes, shall be punished as follows:
 - a. Incarceration in the county jail of not less than 10 days, and up to 60 days; and/or
 - b. Community service as prescribed by the Florida Litter Law, section 403.413, Florida Statutes, when authorized therein; and
 - c. A fine of five hundred dollars (\$500).
- (5) For purposes of this article, “conviction” means a determination of guilty of a violation of this article as the result of a plea, a trial, or the imposition of a civil fine under section (1), (2), (3), or (4), regardless of whether adjudication is withheld or a plea of nolo contendere is entered.
- (6) The moneys collected from the assessed fine shall go into the general revenue fund of the City of Belleview to be used for litter control.
- (7) Litter cleanup restitution payment. Separate from, and in addition to, any penalties provided for violation of the provisions of this Ordinance, the City may mail, serve, or deliver to the violator, an invoice supported by a list of certified expenses incurred by the City or a City contractor for the cleanup of any litter dumped by the violator. The violator shall remit payment for such invoice to the Finance Department within 30 days of the date of such invoice. If the invoice is not timely paid, the Code Enforcement Board may record a lien on the property of the violator, if the violation and cleanup related to such property. If the violator dumped the litter on property he or she did not own, the Board shall have a cause of action for recovery of such certified expenses in the County Court of Marion County, and the violator shall be liable for all court costs and expenses incurred by the City in obtaining payment of such invoice.
- (8) Special Litter Enforcement Corridors. The City Commission, by Resolution, may designate certain segments of public roads as Litter Enforcement Corridors as a way to increase focus on litter and illegal dumping. These road segments are ones that have a high aesthetic or historic value worth preserving and will be marked with signs to notify motorists.
- (k) Subject to the limitations contained herein, the City provides for the collection of litter from the public right-of-way of collector and arterial roads maintained by the City. The City also provides for collection of solid waste from illegal dumping on such roads. The

Neither the City nor its Public Works Department is not responsible for collecting litter or solid waste on other roads or private property. The administrator may authorize the Public Works Department or solid waste franchisee(s) to collect litter on public roads and public property when required for the public health, safety and welfare. The extent and frequency of such activities are subject to the City's budgetary constraints and weather conditions.

- (l) Subject to the limitations contained herein, the City Public Works Department or solid waste franchisee(s) may remove and dispose of litter, junk, and solid waste that was illegally dumped on a public right-of-way or other public property and then collected by a civic or community organization during a community clean-up project. The extent and frequency of the city's activities in support of a community clean-up project are subject to the City's budgetary constraints and other factors. Although the City supports community clean-up projects, the City does not remove or dispose of materials collected during a clean-up on private property.
- (m) In any proceeding brought under this article, including civil and criminal proceedings, a photograph of the litter or junk that is the subject of the proceeding, may be deemed competent substantial evidence of the litter or junk and may be admissible in the prosecution to the same extent as if the litter or junk were introduced into evidence. Such photograph shall be taken by, or at the direction of, a law enforcement officer or other person responsible for enforcement of this Article. After litter or junk is photographed, it may be destroyed or otherwise disposed of by the person who took or directed the taking of the photograph.

Sec. 19-4. Conflicting Provisions.

In the event of any conflict between any provision of this Ordinance and any provision of another section of the County Code, the provisions of this Ordinance shall govern.

Sec. 19-5. Severability.

Severability is intended throughout and within the provisions of this Ordinance. If any provision, including any exception, part, phrase or term or the application thereof to any person or circumstance is held preempted or invalid by a Court of appropriate jurisdiction, the application to other persons or circumstances shall not be affected thereby, and the validity of this Ordinance in any and all other respects shall not be affected thereby. The City Commissioners do not intend this this Ordinance be held inapplicable in such cases, if any, where its application would be unconstitutional as constitutionally permitted construction is intended and shall be given.

Sec. 19-6. Applicability.

This Ordinance shall be applicable in the incorporated area of the City of Belleview, Florida.

Sec. 19-7. Ordinance Cumulative. This Ordinance shall be cumulative and in addition to any other laws or ordinances in force in the City of Belleview, Florida.

Sec. 19-8. Non-Exclusive Remedy. The standards and procedures set forth in this ordinance are non-exclusive and therefore the Board and law enforcement officers may simultaneously proceed under one or more statutes or ordinances as to any single condition or violation, as deemed appropriate.”

Section 4. *Inclusion in the Code.* It is the intent of the City Commission of the City of Belleview, Florida, and it is hereby provided that the provisions of this ordinance shall become and be part of the City of Belleview, Code of Ordinances; that the sections of this Ordinance may be re-numbered or re-lettered to accomplish such intent; and that the word “ordinance” may be changed to “section,” “article,” or other appropriate designation.

Section 5. *Filing With Secretary of State.* A certified copy of this Ordinance shall be filed with the Secretary of State by the Clerk within ten (10) days after enactment by the City Commission, as provided in Section 125.66(2)(b), Florida Statutes.

Section 6. *Effective Date.* This Ordinance shall become effective upon receipt of confirmation that it has been filed with the Office of the Secretary of State of the State of Florida.

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 the ____ day of _____, 2022. Said ordinance was duly read, passed, and adopted upon **Final Reading** by a ____ to ____ vote of the City Commission of the City of Belleview, Florida at a Public Hearing held on the ____ day of _____, 2022.

CHRISTINE K. DOBKOWSKI
Mayor/Commissioner

Attest:

Mariah Moody
City Clerk

Approved as to form and legality:

FREDERICK E. LANDT, III
City Attorney

CERTIFICATE OF ADVERTISING

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

Mariah Moody
City Clerk



Item Cover Page

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: October 4, 2022

AGENDA ITEM:

Public Hearing: Res 22-18 State of Emergency - Hurricane Ian (Administrator McKamey)

PRESENTING PARTY:

Sandi McKamey, City Administrator

ITEM TYPE:

Public Hearing: Resolution

BACKGROUND:

Florida Governor Ron DeSantis by Executive Order 22-219, declared a State of Emergency for the entire State of Florida. The Marion Commission supplemented this Executive Order with a resolution declaring a State of Emergency in Marion County on September 26, 2022.

In accordance with Florida Statute 252.38(3) and Section 2.07 of the City Charter, Mayor Dobkowski signed Resolution 22-18 Declaring a State of Emergency for Belleview effective September 26, 2022.

RECOMMENDED ACTIONS:

Motion to Ratify Resolution 22-18, State of Emergency - Hurricane Ian

ATTACHMENTS:

[Resolution 22-18 State of Emergency - Hurricane Ian - ratify .pdf](#)

RESOLUTION 22-18

A RESOLUTION OF THE CITY COMMISSION OF BELLEVIEW, FLORIDA, DECLARING A STATE OF EMERGENCY RELATED TO HURRICANE IAN; ESTABLISHING THE MAYOR'S AUTHORITY; ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on September 24, 2022, shortly after Tropical Depression Nine strengthened into Tropical Storm Ian, Florida Governor Ron DeSantis issued Executive Order 22-219, which declared a state of emergency for the entire State of Florida; and

WHEREAS, as of early Monday morning, September 26, 2022, due to increased sustained winds, Tropical Storm Ian has strengthened to Hurricane Ian; and

WHEREAS, as of 8:00 a.m. on September 26, 2022, at least some National Weather Service tracking models demonstrate the possibility of significant impacts to Marion County within the next 72 hours; and

WHEREAS, Hurricane Ian presents a threat of harm to life and property of the citizens and residents of Marion County and the City of Belleview due to flooding, high winds, and loss of essential services; and

WHEREAS, the City Commission finds that advance preparation and planning are critical to meet the needs of those affected by Hurricane Ian and the City of Belleview City government is committed to exerting maximum efforts in addressing the emergency conditions and assisting affected citizens; and

WHEREAS, the City Commission finds that certain additional personnel and specialized equipment are required to assist in administering the needs of the citizens and to determine the extent of damage ; and

WHEREAS, Marion County issued Executive Order 22-R-289 declaring a State of Emergency in Marion County; and

WHEREAS, Section 2.07 of the City Charter provides that the Mayor may govern the city by proclamation, under the discretion of the City Commission, during the times of grave public danger or emergency; and

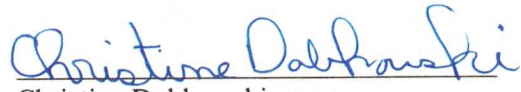
WHEREAS, it is in the best interest of the Citizens of Belleview to expeditiously activate emergency management preparations pertaining to any threat to the City of Belleview and its citizens.

NOW THEREFORE, BE IT RESOLVED, by the Mayor of the City of Belleview, in accordance with the provisions of Florida Statute 252.38(3), and Section 2.07 of the City Charter so hereby declare the following:

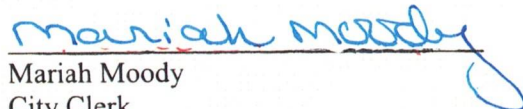
1. Hurricane Ian poses "grave public danger or emergency" to the City, its citizens and residents, and therefore the Mayor is empowered under Section 2.07 of the City Charter to declare a State of Emergency regarding Hurricane Ian and to take such actions as are necessary to protect the City, its citizens and residents during the state of emergency.

2. The City of Belleview shall implement appropriate procedures to coincide with this emergency event. The City Administrator and Department Heads are given the authority to carry out City business in an efficient and expedient manner. The City Administrator and/or Department Heads will report to the City Commission on a daily basis regarding this state of emergency.
3. The City of Belleview shall coordinate with appropriate agencies, including the Marion County Division of Emergency Management, regarding any assistance to be provided to protect the health, safety and welfare of the citizens of the City of Belleview.
4. The City Administrator shall immediately notify each elected official of any extension of the Declaration of Emergency upon the signature of the Mayor. Any declaration of emergency will be placed on the next regular agenda for ratification.
5. When the state of emergency has ended, the Mayor shall declare the end of the state of emergency. The City Administrator will provide written notification of termination of the declared emergency to each commissioner.

NOW THEREFORE, BE IT RESOLVED, that a State of Emergency is hereby declared by the Mayor of the City of Belleview, in accordance with the provisions of Florida Statute 252.38(3), and Section 2.07 of the City Charter to be effective September 26, 2022.


Christine Dobkowski
Mayor

ATTEST:


Mariah Moody
City Clerk



Approved as to Form and Legality

Frederick E. Landt, III
City Attorney

PRESENTED FOR RATIFICATION TO THE City Commission and approved by a
_____ to _____ vote of this 4th day of October 2022.

Christine Dobkowski
Mayor

ATTEST:

Mariah Moody
City Clerk



Item Cover Page

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: October 4, 2022

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:

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.



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CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: October 4, 2022

AGENDA ITEM:

Department Updates: City Clerk

PRESENTING PARTY:

Mariah Moody, Clerk

ITEM TYPE:

Other City Business/Department Updates

BACKGROUND:

RECOMMENDED ACTIONS:

ATTACHMENTS:



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CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: October 4, 2022

AGENDA ITEM:

Department Updates: Development Services

PRESENTING PARTY:

Shawna Chancey, Development Services Director

ITEM TYPE:

Other City Business/Department Updates

BACKGROUND:

RECOMMENDED ACTIONS:

ATTACHMENTS:



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CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: October 4, 2022

AGENDA ITEM:

Department Updates: Finance -

PRESENTING PARTY:

Marge Strausbaugh, Finance Director

ITEM TYPE:

Other City Business/Department Updates

BACKGROUND:

RECOMMENDED ACTIONS:

ATTACHMENTS:



Item Cover Page

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: October 4, 2022

AGENDA ITEM:

Department Updates: Public Works -Lake Lillian Dock Demolition and Rebuild

PRESENTING PARTY:

Bob Titterington, Public Works Director

ITEM TYPE:

Action Items

BACKGROUND:

Bids were received for the Demolition and Rebuild of the Dock at Lake Lillian on July 26, 2022. Creative Dock Design was the apparent low at \$109,516. After clarifications on the timeline, materials purchase and layout, the project is ready to move forward. The funds are budgeted in the 2022/2023 fiscal year. Creative Docks Design requires a down payment of \$6,000 to begin to acquire engineered plans, permits, and supplies.

RECOMMENDED ACTIONS:

Motion for approval of Contract with Creative Dock Design in the amount of \$109,516 and approval for down payment of \$6,000.

ATTACHMENTS:

[Dock Agreement.pdf](#)

[Creative Dock - Updated Quote.pdf](#)

[Creative Dock - Check Request.pdf](#)

**CITY OF BELLEVIEW
DEMOLITION AND REBUILD OF LAKE LILLIAN FISHING PIER
PROJECT NO. 2022-03
AGREEMENT**

This Agreement made this ____ day of October, 2022, by and between the City of Belleview, Florida, hereinafter called the "City", and Creative Dock Designs, LLC, hereinafter called the "Contractor," for the **DEMOLITION AND REBUILD OF LAKE LILLIAN FISHING PIER** services to the City, as more particularly described in the bid documents for said project.

WITNESSETH:

WHEREAS, the **CITY AND THE CONTRACTOR** desire to enter into this agreement for the **DEMOLITION AND REBUILD OF LAKE LILLIAN FISHING PIER**

WHEREAS, **OWNER and CONTRACTOR**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

CITY OF BELLEVIEW, DEMOLITION AND REBUILD OF LAKE LILLIAN FISHING PIER **Article 2. CONTRACT TIMES**

2.1 . The Work will be substantially completed within ____ days after the date when the Contract Times Commences to run.

2.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One hundred and 00/100 dollars (\$100.00) for each day that expires after the time specified in paragraph 3.1. for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the Work within the time specified in paragraph 3.1. for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay

CITY OF BELLEVIEW
DEMOLITION AND REBUILD OF LAKE LILLIAN FISHING PIER
PROJECT NO. 2022-03
AGREEMENT

OWNER FIFTY and 00/100 dollars (\$50.00) for each day that expires after the time specified in paragraph 3.1. for completion and readiness for final payment.

Article 3. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents and amount in current funds equal to the sum of the amounts as follows:

For all Work, Total Sum of:

One Hundred and Nine Thousand, Five Hundred and Sixteen Dollars
(words)

\$ 109,516.00
(figures)

Article 4. PAYMENT PROCEDURES

1. Owner shall make monthly progress payments to the Contractor with 10% retainage until satisfactory completion of the project.
2. Final Payment Upon final completion and acceptance of the Work by Owner. Owner shall make Final Payment to Contractor.
 - A. The Contractor shall receive and accept the compensation provided in the Contract as full payment for all work hereunder, including furnishing all materials, labor, tools and equipment, for performing all operations necessary to complete the Work under this agreement.
 - B. The prices stated in the Bid Form include all costs and expenses for performing and completing the described in the contract documents.
 - C. The Contractor covenants and agrees that the quotations for the various items of Work establish a total price for completing the Work in its entirety. Should the Contractor feel that the cost for any item of Work has not been established by the Bid Form or Payment Items, he shall include the cost for that Work in some other applicable bid item, so that his proposal for the Project does reflect his total price for completing the Work in its entirety.
 - D. The City will pay the Contractor for in the manner and at such times as are set forth in the Scope of work documents.
 - E. Any work outside the scope of this agreement shall be only done subject to a written change order, executed by both parties. The City shall not be required to pay for any additions or revisions to work which are not reflected in a written change order. Any changes reducing the Contractors obligation must be in writing

**CITY OF BELLEVUE
DEMOLITION AND REBUILD OF LAKE LILLIAN FISHING PIER
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and executed by both parties to this agreement. Change orders must be signed by the City's Public Works Director and the Contractor's authorized agent.

- F. If the Contractor becomes insolvent or if the Contractor files a petition of voluntary or involuntary bankruptcy, this franchise shall terminate no later than the date of the filing of the bankruptcy petition.

Article 5. CONTRACTOR'S REPRESENTATIONS.

In order to induce CITY to enter into this Agreement CONTRACTOR makes the following representations:

- 5.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 7) and the other related data identified in the Bidding Documents including "technical data."
- 5.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect costs, progress, performance or furnishings of the Work.
- 5.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 5.4 CONTRACTOR acknowledges that owner and engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect costs, progress, performance or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by contractor and safety precautions and programs incident thereto. contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data necessary for the performance and furnishings of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

**CITY OF BELLEVIEW DEMOLITION AND REBUILD OF LAKE
LILLIAN FISHING PIER
PROJECT NO. 2022-03
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- 5.5 CONTRACTOR is aware of the general nature of work to be performed by owner and others at the site that relates to the Work as indicated in the Contract Documents.
- 5.6 CONTRACTOR has correlated the information known to contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 5.7 CONTRACTOR has given engineer written notice of all conflicts, errors, ambiguities or discrepancies that contractor has discovered in the Contract Documents and the written resolution thereof by engineer is acceptable to contractor and the Contract Documents are generally sufficient to indicate any convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 6. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the work consist of the following:

The term "Contract Documents" means and includes the following:

- A. Invitation To Bid
- B. Instruction to Bidders
- C. Public Entity Crime Affidavit & Affirmative Action & Drug Free Workplace
- D. Bid Form
- E. Bid Bond
- F. Agreement
- G. List of Proposed Subcontractors
- H. Certificate of Insurance
- I. General Conditions.
- J. Addenda As Follows:

No. 1 dated 7/12/2022

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DEMOLITION AND REBUILD OF LAKE LILLIAN FISHING PIER
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Contract Documents may only be amended, modified or supplemented as provided in Addendums to the Contract Documents.

ARTICLE 7. BANKRUPTCY

If the Contractor becomes insolvent or if the Contractor files a petition of voluntary or involuntary bankruptcy, this franchise shall terminate no later than the date of the filing of the bankruptcy petition.

ARTICLE 8 DEFAULT.

- A. The failure on the part of the Contractor to comply in any substantial respect with any of the provisions of this agreement shall be grounds for termination of this agreement, but no such termination shall take effect until the City has served upon the Contractor written notice of default which notice shall set forth the nature and extent thereof. The Contractor shall have thirty (30) days following the notice of default to correct the same. If the Contractor protests the reasonableness or propriety of the City's declaration, said protest shall be served upon the City in writing within ten (10) days following receipt by the Contractor of the City's notice.
- B. The failure of the City, at any time, to require performance by the Contractor of any provision hereof shall in no way affect the right of the City thereafter to enforce same; or shall waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ARTICLE 9. ASSIGNMENT

This Contract shall not be assigned by Contractor, except with express written approval of the City, which approval shall not be unreasonably withheld, but which shall be reflected by a written agreement entered into with the City. In the event of any assignment (approved by City), the assignee shall assume the liability and responsibilities of the Contractor imposed herein. Should the Contractor assign this contract or any right occurring under this contract without the City's express written consent, such failure to obtain the City's consent shall be a material breach of this agreement and the CITY shall be entitled to terminate this Agreement for Just Cause.

ARTICLE 10. PERFORMANCE BOND

**CITY OF BELLEVIEW
DEMOLITION AND REBUILD OF LAKE LILLIAN FISHING PIER
PROJECT NO. 2022-03
AGREEMENT**

Within ten days of Notice of Award, the Contractor shall furnish to the City a performance bond, in the form approved by the City Attorney, for the faithful performance of this Agreement and all of its obligations arising hereunder in an amount equal to the value of the work to be performed hereunder. Said bond shall be executed by a United States surety company approved by the City Commission and licensed to do business in the State of Florida.

ARTICLE 11. PROPERTY DAMAGE

The Contractor shall be responsible for any damage by its vehicles, equipment or employees to the City or private property, including, but not limited to, damage to lawns, shrubs, streets, and improvements from the Contractors operation of its equipment or leakage of fuel, oil, or chemicals. The Contractor agrees to reimburse City or such damaged party for the cost to repair such damage within thirty (30) days of written notice of said damages and the cost of repair.

ARTICLE 12. INSURANCE

The Contractor shall provide within ten days of Notice of Award and shall maintain in force the following insurance coverage or coverage deemed sufficient by the City's provider with an insurance carrier licensed to do business in the State of Florida and rated in "Best Guide A, Class XV". All policies shall name the City as additional insured and shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the CITY thirty

(30) days' notice in writing:

- 1) Insurance limits shall be as stated in Section 00600 "Insurance Certificate"

ARTICLE 13. WORKMAN'S COMPENSATION INSURANCE

The Contractor shall provide and maintain during the life of the agreement, Workmen's Compensation Insurance, in accordance with the Laws of the State of Florida, for all employees. A certificate shall be filed with the City by the insurance carrier showing such insurance to be in force at all times.

ARTICLE 14. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

ARTICLE 15. SAFETY

The Contractor agrees that all materials, techniques, methods and safety techniques are exclusively the responsibility of the Contractor and not the City, or its employees.

**CITY OF BELLEVUE
DEMOLITION AND REBUILD OF LAKE LILLIAN FISHING PIER
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AGREEMENT**

ARTICLE 16. BANKRUPTCY

Contractor agrees to immediately notify City if Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if Contractor files a petition of take advantage or any debtor's act, or to reorganize under the bankruptcy or applicable laws.

ARTICLE 17. LAW SUITS

The Contractor shall indemnify and save harmless the City of Bellevue, its officers, agents and employees from all suits, actions or claims of any character, name and description brought for, or on account of any injuries, deaths or damages received or sustained by any person, persons or property by or from the Contractor, his agents or employees, or by, or in consequence of, any neglect in safeguarding the work or through the use of unacceptable materials in the construction of the improvement, or by, or on account of, any act or omission, neglect, or misconduct of the Contractor, his agents or employees, or by, or on account of, any claims or amounts recovered for any infringement of patent, trademarks, or copyright or from any claims or amounts arising or recovered under the Workmen" Compensation Law or any other laws, by-laws, ordinances, order or other decree, and so much of the money due to Contractor under any virtue of his contract as shall be considered necessary to the City, may be retained for use of the City, or in case of money is due, his Surety shall be held until such suit or lawsuits, action or actions, claim or claims, for injuries, deaths or damages, as aforesaid, shall have been settle and suitable evidence to that effect furnished to the City. The Contractor agrees to furnish insurance coverage in the type and amounts stipulated by the Specifications to secure the City of Bellevue and Florida Department of Transportation in accordance with the Contractor responsibilities under this contract.

ARTICLE 18. TERMINATION

The City may terminate this Agreement for Just Cause upon forty-five (45) days' written notice to Contractor. Just Cause shall be a material failure to comply with the terms of this Agreement; including, but not limited to, assigning this Agreement or any rights hereunder without obtaining the City's express written consent.

ARTICLE 19. LAWS

The Contractor shall conduct operations under this agreement in compliance with all applicable laws.

ARTICLE 20. UNCONSTITUTIONALITY

**CITY OF BELLEVIEW
DEMOLITION AND REBUILD OF LAKE LILLIAN FISHING PIER
PROJECT NO. 2020-03
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If any section, subsection, sentence, clause phrase or portion of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this agreement; except that where the City finds that the invalidated provision is essential to the franchise as a whole, City may terminate said Agreement.

ARTICLE 21. CONTRACT

This agreement and the contract documents constitute the entire contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by both parties hereto.

ARTICLE 22. GOVERNING LAWS

This Agreement shall be governed by the laws of the State of Florida both as to interpretation and performance.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, multiple copies of this Agreement, each of which shall be deemed an original on the date first above written.

CITY OF BELLEVIEW, FLORIDA

Attest:

Mariah Moody
City Clerk

By: _____
Christine Dobkowski, Mayor

Contractor:

By: GREG SESTERS VP

Name: CREATIVE DOCK DESIGN

Address: 37015 N CR 44A

EUSTIS FL. 32736



37015 N County Road 44A

Eustis, FL 32736

352-602-4183

CBC 1264961

CCC 1333327

creativedockdesign@gmail.com

www.creativedockdesign.com

Proposal

DATE: 8/8/2022

NAME: CITY OF BELLEVIEW
STREET: LAKE LILLIAN DOCK
CITY: BELLEVIEW, FL
PHONE: 352-266-0399
EMAIL: RDYCHES@BELLEVIEWFL.ORG
ATTN:

MISSION STATEMENT

At Creative Dock Design, we are dedicated to building you a beautiful and structurally sound boathouse or dock.

We go above and beyond on each and every project that we take on, we do not do the bare minimum on anything that we build. We build a stronger, more solid dock than what the industry standards require, which set us apart from your typical dock builder.

All Lumber used is a marine grade, double treated, ground-contact lumber which is designed to withstand the outdoor elements.

Our pilings are installed with a 240 pound pneumatic hammer which seats the pilings into a solid hardpan; we do not use a water jet and seat our posts at the standard 3'-4' minimum.

All support joists are 2'x8', constructed with (2) 10" galvanized carriage bolts at each post connection.

All subfloor framing is built 16" on center.

6x6 roof posts, 4x6 deck posts, double 2x8 roof beam work and ridge boards, 2x6 rafters and fascia, typical 16" overhang, 2x4 purlins with 26 gauge multi-rib metal roofing which is available in a variety of colors.

We are dedicated to building you the boathouse of your dreams, not matter how big or small, that will stand the test of time for you to enjoy for years to come.

It is our mission to work with each and every one of our customers to bring their vision to life!

DESCRIPTION:

PROPOSED NEW LAYOUT

64'x8' walkway
48'x14' pad at the end of pier
16'x18' covered sitting area
Gable roof system - 4/12 pitch with 26 gauge metal sheeting
42" handrail with 2"x2" spindles
\$81,496.00

DEMO

Demo of existing dock
\$7,200.00

TREX UPGRADE

Trex Enhanced upgrade
Decking, dock wrap, handrail & wooden benches
\$14,880.00

54 linear feet - custom built benches
\$5,940.00

TOTAL \$109,516.00

CONTRACT PRICE

All materials are guaranteed as specified. All work is to be completed in a workman like manner according to standard practices. Owner is required to carry fire, tornado and any other necessary insurance. Contractor is not responsible for grass or yard due to wear from walking or material delivery and/or storage.

Creative Dock Design hereby proposes to furnish all required permitting, materials, and/or labor necessary to complete construction in accordance with the above directed specifications. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this estimate/contract.

The contract price for this residential construction project has been calculated based on the current prices for the component building materials.

However, the current market for building materials that are hereafter specified, are considered to be volatile and sudden increases could occur. The Builder agrees to use his/her best efforts to obtain the lowest possible prices from available building material suppliers, but should there be an increase in the prices of the specified materials that are purchased after the execution of this contract, the owner agrees to pay that cost increase to Creative Dock Design. Any claim by Creative Dock Design for payment of a cost increase, as provided above, shall require a change order and is to be delivered by Creative Dock Design to the owner stating the increased cost.

All work performed by Creative Dock Design is warranted against defects in workmanship for a period of 2 years from the date of final completion of specified work.

All warranties will go into effect once final payment has been received.

This warranty shall exclude defects or failures resulting from abnormal use, misuse, or mistreatment. Damage, defects, or failures from acts of nature, including, but not limited to hurricanes, tornadoes, flooding, drought, heavy rains and wind, or other weather conditions, are hereby excluded from this warranty.

TOTAL \$109,516.00

We hereby propose to furnish labor and materials in accordance with the above specifications for the sum of: \$109,516.00

\$6,000.00	Deposit to obtain print and permit
\$41,406.40	40% draw due when materials land on site
\$22,109.60	Draw due after completion of demo and piling installation
\$20,000.00	Draw due after completion of framing and decking
\$20,000.00	Balance due upon completion

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are hereby accepted.

You are authorized to perform all work as outlined above and payment will be made as outlined above.

SIGNATURE: _____ (OWNER)

SIGNATURE: _____ (OWNER)

SIGNATURE: _____ (CREATIVE DOCK DESIGN REP)

Please be aware that we are approximately _____ months out before starting this project and you will have a tentative start date of _____ for work to commence.

During this time, the Creative Dock Design staff will be working on gathering the paperwork required for permitting. If there is any state and/or Federal permitting required, it will be applied for immediately after receiving all necessary documents from the Owner.

Any failure on the part of Owner to provide any necessary documents required for permitting, may result in delaying your start date.

INITIAL: _____

CITY OF BELLEVIEW

REQUEST FOR CHECK

MAKE CHECK PAYABLE TO:

Creative Dock Design

37015 N County Road 44A
Eustis, FL 32736

DATE REQUESTED:

10/4/2022

DATE NEEDED:

Next AP Run

REQUESTED BY:

Lezli Duff

\$6,000.00

ACCOUNT(S) TO CHARGE:

01-72-506330 Improvements to Lake Lillian

REASON FOR CHECK - attach any supporting documentation:

Deposit to start demolition and rebuild of Lake Lillian dock project

Approval Signature(s)



Item Cover Page

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: October 4, 2022

AGENDA ITEM:

Department Updates: Police Department

PRESENTING PARTY:

Terry Holland, Chief of Police

ITEM TYPE:

Other City Business/Department Updates

BACKGROUND:

RECOMMENDED ACTIONS:

ATTACHMENTS:



Item Cover Page

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: October 4, 2022

AGENDA ITEM:

Department Updates: Information Technology

PRESENTING PARTY:

Kevin Towne, IT Director

ITEM TYPE:

Other City Business/Department Updates

BACKGROUND:

RECOMMENDED ACTIONS:

ATTACHMENTS:



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CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: October 4, 2022

AGENDA ITEM:

Department Updates: City Attorney

PRESENTING PARTY:

Fred Landt, Attorney

ITEM TYPE:

Other City Business/Department Updates

BACKGROUND:

RECOMMENDED ACTIONS:

ATTACHMENTS:



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CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: October 4, 2022

AGENDA ITEM:

Department Updates: City Administrator

PRESENTING PARTY:

Sandi McKamey, City Administrator

ITEM TYPE:

Other City Business/Department Updates

BACKGROUND:

RECOMMENDED ACTIONS:

ATTACHMENTS:



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CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: October 4, 2022

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.