CITY OF BELLEVIEW AGENDA
City Commission Meeting

Belleview City Hall
Commission Room
5343 SE Abshier Blvd.
Belleview, FL
November 4, 2025
6:00 PM

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

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

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

MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE - COMMISSIONER GOLDMAN

ROLL CALL

APPROVAL OF MINUTES

Approval of the 10-21-2025 Commission Meeting Minutes
10-21-2025 Meeting Minutes

PUBLIC HEARING: RESOLUTION

Resolution 25-08: Lien Search Fee
Resolution 25-08 - Lien Search Request Fee

PRESENTATION:

FOG (Fats, Oils, and Grease) Presentation

Fat, Oils, and Grease Presentation

Trunk or Treat Event Wrap Up

SCHEDULED AUDIENCE:

Scheduled Audience: Joe Reichel - Belleview CEP

UNSCHEDULED AUDIENCE:

Unscheduled Audience

OTHER CITY BUSINESS/DEPARTMENT UPDATES:

Community Events Liaison: Update on Proposed 2026 July 4th Fireworks

City Clerk: Orange Data Agreement
Orange Data Systems Agreement
Legal Memo Regarding Orange Data Systems Agreement

City Clerk: Release of Lien - Parcel 3706-007-008
Release of Lien 3706-007-008

Development Services: Parcel Split for PID 37231-001-00
Parcel Split Request
New North Parcel
New South Parcel
Current Survey
Location Map

Finance Department: Updates

Public Works: Debris Collection Site and Monitoring Services Contract
DMS Agreement
Site Map - Debris Location
Tetra Tech Inc Short Form Agreement

Updates: Chief of Police

Updates: Information Technology

City Attorney: Fraternal Order of Police Collective Bargaining Agreement
Collective Bargaining Agreement

Updates: City Administrator

COMMISSION UPDATES:

Commission Updates

Approval of Minutes

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: November 4, 2025

AGENDA ITEM:

Approval of the 10-21-2025 Commission Meeting Minutes

PRESENTING PARTY:

Mayor Dobkowski

ITEM TYPE:

Approval of Minutes

BACKGROUND:

RECOMMENDED ACTIONS:

Motion to approve as received or as amended the 10-21-2025 Commission Meeting Minutes

ATTACHMENTS:

10-21-2025 Meeting Minutes

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

CITY OF BELLEVIEW
CITY COMMISSION MEETING
MINUTES

Belleview City Hall
Commission Room
5343 SE Abshier Blvd.
Belleview, FL
October 21, 2025
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: Goldman, Livsey, Dwyer, Dobkowski
Absent: Smith

INTRODUCTION:

a. Clayton Caruthers

PWD Titterington introduced Clayton Caruthers as the new Field Operations Manager. Mr. Caruthers discussed his background and appreciation for the opportunity with the City.

APPROVAL OF MINUTES:

a. 10-07-2025 Commission Meeting Minutes

Motion made by Commissioner Livsey to approve the 10-07-2025 Commission Meeting Minutes as presented; seconded by Commissioner Dwyer.

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

PUBLIC HEARING: RESOLUTION

a. Resolution 25-08 Lien Search Fee

Item pulled from the agenda.

PROCLAMATION:

a. Florida City Government Week

Mayor Dobkowski read the Proclamation declaring October 20-26, 2025 as Florida City Government Week.

b. Community Planning Month

Mayor Dobkowski presented the Proclamation for Community Planning Month to Kelley O'Neill, Planning and Zoning Specialist, and Development Services Director Shawna Chancey.

PRESENTATION:

a. "If I Were the Mayor" Essay Contest

Mayor Dobkowski read the winning essays from the "If I Were the Mayor" essay contest held for 2025 Florida City Week.

b. Bikers Against Bullies – Buddy Bench

Donald Bryant from Bikers Against Bullies proposed a "buddy bench" to be placed at Lake Lillian. He stated buddy benches play a significant role in anti-bullying initiatives as they foster a culture of kindness and understanding. Buddy benches help children recognize when someone else feels down or left out and encourage them to act in a supportive and friendly manner.

Motion made by Commissioner Goldman to approve the placement of a buddy bench at Lake Lillian; seconded by Commissioner Dwyer.

Mayor Dobkowski directed staff to work with Mr. Bryant for the placement of the bench.

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

OTHER CITY BUSINESS/DEPARTMENT UPDATES:

a. City Clerk: Orange Data Agreement

Item pulled from agenda due to the clerk's absence.

b. Development Services:

DSD Chancey stated the Development Services Department has issued a temporary certificate of occupancy for Chipotle for stocking and training; Starbucks is not ready yet.

c. Finance Department: N/A

d. Public Works: N/A

e. Police Department: N/A

f. Information Technology: N/A

g. Legal Services: N/A

h. Administrator: Repairs and Improvements to the Lighting System at the Belleview Sportsplex – WALK-ON ITEM

At the September 3, 2025 Commission Meeting, PWD Titterington presented options for lighting upgrades at the Sportsplex. The Commission voted to contribute $316,599 towards the LED lighting option with Marion County contributing $437,000 towards the project. Marion County has presented a Memorandum of Understanding that outlines the terms and cost-sharing. These funds will be taken from recreation impact fees and may delay other previously planned improvements.

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

Attorney Landt clarified that any improvements made on the City's portion of the property will be the City's responsibility.

Motion made by Commissioner Goldman to approve the Memorandum of Understanding with Marion County; seconded by Commissioner Dwyer.

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

i. Administrator: Protective Footwear Allowance Policy

Administrator Moody presented a formalized policy of the annual footwear allowance for field employees whose duties require OSHA/ASTM-compliant safety boots or shoes. The policy grants them $115 per year for footwear and outlines requirements, administration of the policy, and probationary repayment requirements.

Motion made by Commissioner Goldman to approve the Memorandum of Understanding with Marion County; seconded by Commissioner Livsey.

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

j. Administrator: Partnership Proposal with Marion County for America 250 Firework Show

Administrator Moody and Community Engagement Liaison (CEL) Vass met with Marion County, who is seeking to partner with the City of Belleview, among other municipalities, on events leading up to the 4th of July. Marion County has secured a vendor for fireworks on July 4th to conduct four (4) simultaneous fireworks shows around the county and is asking the City to agree to pay up to $30,000 for a thirty (30) minute firework show and host the event at the Sportsplex. This amount may be decreased should Marion County secure a sponsor.

Commissioner Goldman requested clarification on the event specifics. CEL Vass stated the City would be responsible for operating the event including providing staffing and other event logistics. He stated the budget for the event itself would be $7,000-10,000, but the costs for it and the fireworks could be offset through sponsorships, vendor registrations, parking fees, and other means.

Administrator Moody noted that current staff may not be sufficient to staff the event, but current calculations show that it may cost the City $14,000 in payroll for the day. Mayor Dobkowski discussed organizations the City can partner with to provide volunteers for the event. Commissioner Livsey discussed staffing issues and the cost, including utilizing our police officers. Administrator Moody stated that Marion County will likely be unable to provide additional staffing as they have the other three events in the county.

The Commission reached a consensus to move forward with the process and gauge interest in obtaining volunteers for the event.

COMMISSION UPDATES:

Commissioner Dwyer: N/A

Commissioner Livsey: N/A

Commissioner Goldman: N/A

Commissioner Smith: *Absent*

Mayor Dobkowski: N/A

Adjournment: Meeting adjourned by Mayor Dobkowski at 6:47 PM.

Attest:

_____
Lezli Merritt, MPA
City Clerk

Public Hearing: Resolution 25-08

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: November 4, 2025

AGENDA ITEM:

Resolution 25-08: Lien Search Fee

PRESENTING PARTY:

Lezli Merritt, City Clerk

ITEM TYPE:

Public Hearing: Resolution

BACKGROUND:

This resolution increases the current fee for lien searches from $75.00 to $100.00 This increase will cover the outsourcing fee that will be performed by Orange Data while maintaining the City's portion. This fee is paid by title companies and/or real estate brokers.

RECOMMENDED ACTIONS:

Motion to approve Resolution 25-08: Lien Search Fee

ATTACHMENTS:

Resolution 25-08 - Lien Search Request Fee

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.

RESOLUTION 25-08

A RESOLUTION AMENDING APPENDIX B. SECTION 4. TABLE 2. B. REGARDING LIEN SEARCHES; AMENDING THE FEE FOR PROCESSING AND ADMINISTERING LIEN SEARCH REQUESTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of Belleview, Florida has established certain fees for Development Services and related activities; and

WHEREAS, the City of Belleview has set forth such fees in Appendix B, Section 4, Table 2 of the City Code.

WHEREAS, the current fee for processing and administering lien search requests is $75.00 and City staff advises and the City Commission finds that the actual cost to process and administer requests for lien searches is $100.00; and

WHEREAS, Section 6 of Appendix B provides that the fees set forth therein may be amended by Resolution of the City Commission; and

WHEREAS, the City Commission finds it in the public interest to amend Appendix B, Section 4, Table 2 - A. Construction Permit Fees - VIII. Special Items Permit Fees, to increase the fee for processing lien search requests to $100.00, as set forth herein below.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Belleview, Florida, that Appendix B, Section 4, Table 2 - B. Other Fees, Lien Search Request is hereby amended regarding lien search fees, to read as follows:

"B. ***Development Fees:***

Other Fees:

Lien Search Request	$100.00"

BE IT FURTHER RESOLVED by the City Commission of the City of Belleview, Florida that Sections of this ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "ordinance" may be changed to "section", "article" or other appropriate designation.

BE IT FURTHER RESOLVED by the City Commission of the City of Belleview, Florida that this Resolution shall become effective immediately upon its adoption.

PASSED AND RESOLVED by a _____ to _____ vote of the City Commission of the City of Belleview, Florida on the 4th day of November, 2025.

CITY OF BELLEVIEW

_____
CHRISTINE DOBKOWSKI
Mayor/Commissioner

Attest:

_____
LEZLI MERRITT
City Clerk

Approved As To Form And Legality:

_____
FREDERICK E. LANDT, III
City Attorney

CERTIFICATE OF ADVERTISING

I HEREBY CERTIFY that the foregoing Resolution was posted and available for public review on our website under Upcoming Public Hearings and in our online agenda packet prior to the Commission meeting in accordance with City policy.

_____
LEZLI MERRITT
City Clerk

Presentation: FOG Program

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: November 4, 2025

AGENDA ITEM:

FOG (Fats, Oils, and Grease) Presentation

PRESENTING PARTY:

Bob Titterington, Public Works Director

ITEM TYPE:

Presentation

BACKGROUND:

Laura Gary, Cross Connection & IP/FOG Coordinator, will review the City of Belleview's FOG (Fats, Oils, and Grease) program, which aims to prevent sewer blockages and overflows by regulating the disposal of these substances from food service establishments and other businesses that produce them. By reducing the amount of FOG that enters the sanitary sewer system, these programs protect public health, the environment, and the infrastructure of the sewer system itself.

RECOMMENDED ACTIONS:

Discuss

ATTACHMENTS:

Fat, Oils, and Grease Presentation

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

City of Belleview Fats, Oils, and Grease (FOG) Management Program

Presented by:
Laura Gary
Cross Connection Control & IP/FOG Coordinator

FOG Management Program

- FOG Management Program regulates:
  - Restaurants (FSEs): Grease Interceptors (60)
    - 6 need upgrading
    - 5 proposed/new construction
  - Car Washes/Automotive: Oil/Water Separator (5)
  - Any other type of “trap”

Why Do We Care About FOG?

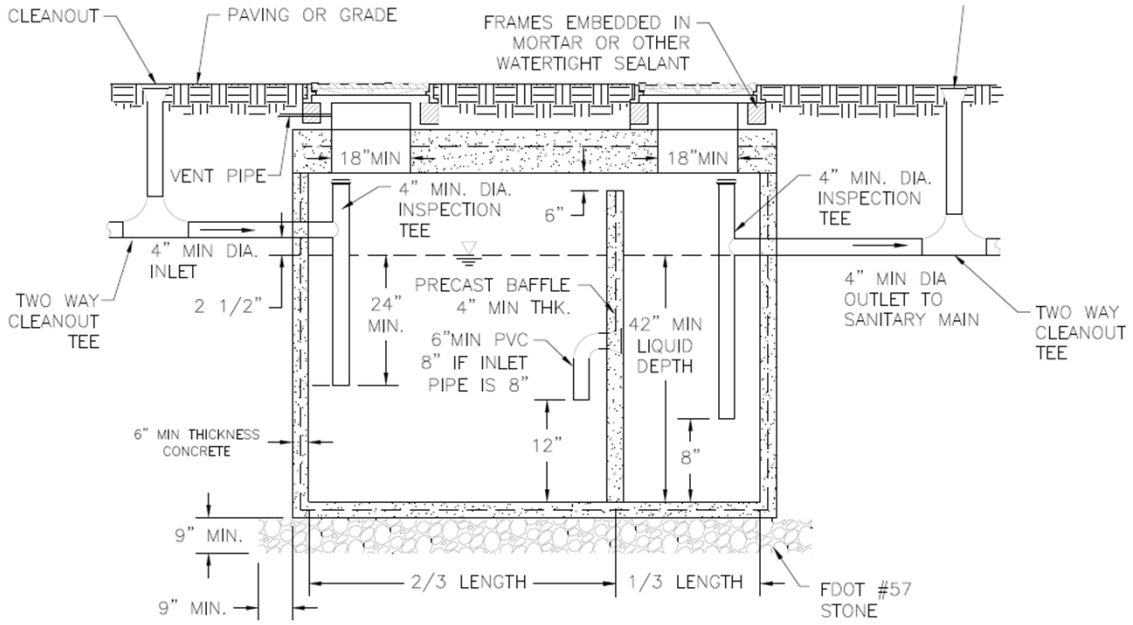


FOG is the leading cause of SSOs!

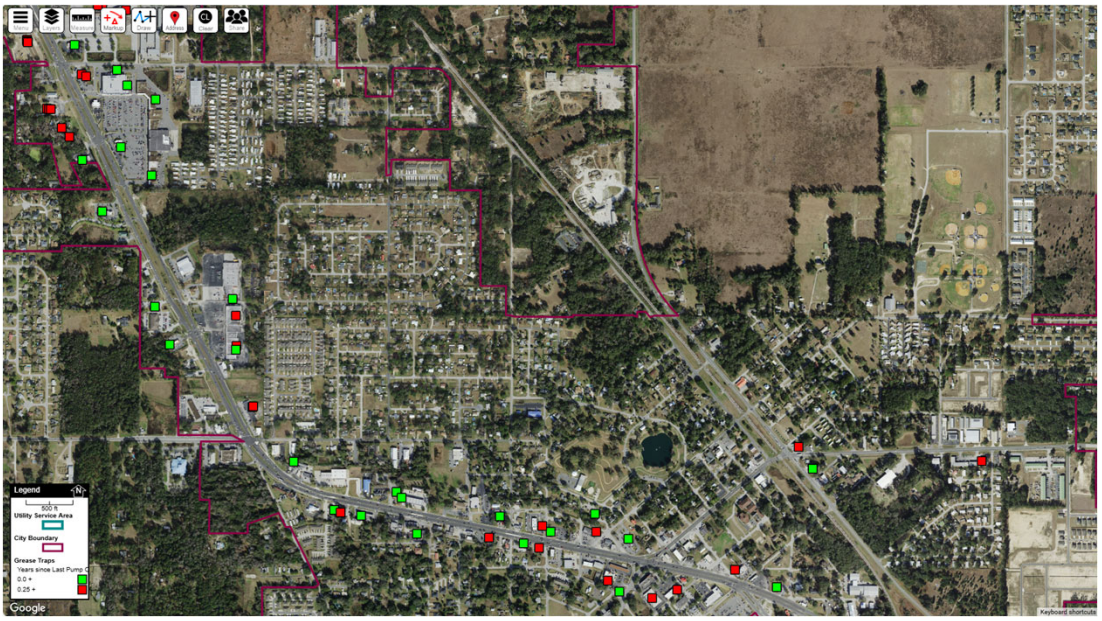
- FOG builds up in sewer lines
- Fatbergs eventually become so big they blocks lines
- Clearing the lines is expensive, takes a lot of manpower & equipment, and generally annoys the public when roads need to be shut down
  - Even worse, homes and businesses get sewer backups inside
- FOG clogs the treatment plant & can affect treatment efficiency



Grease Interceptor Standard Detail



FOG Customers



Grease Capture

- Florida Building Code requires that drainage from grease laden fixtures and equipment be received by grease interceptors or automatic grease capturing devices
- Exceptions are residential



Grease Regulation Requirements

- FDEP has new legislation regarding grease management (roll out early 2026)
  - We are proactively following the developments of the new regulations
- Current legislation & our Code
  - Allows us to regulate the FOG producer – New Construction & Existing
  - We require regular pump-outs (proof via manifest) & access to interceptors & kitchens to inspect

Inspections – Solid Interceptor





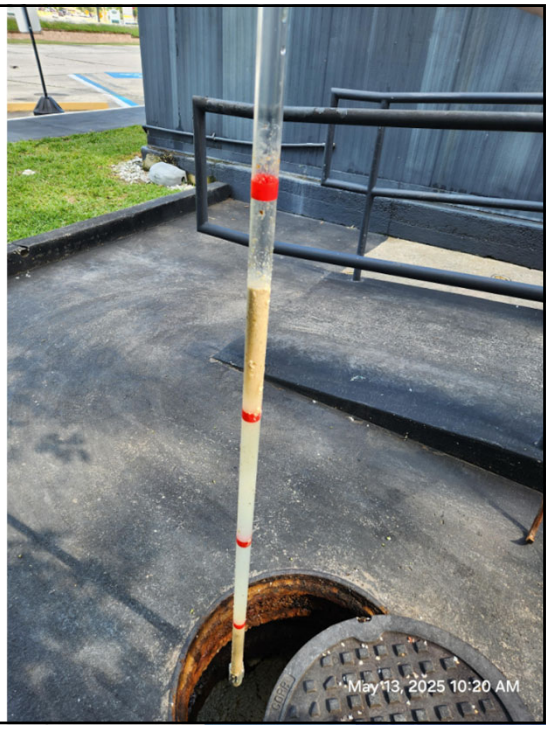
Inspections - Surcharge





INSPECTIONS

- Mainly go by the 25% Rule
- Check condition of interceptors
  - Inlet/outlet tees, downpipes, baffles, covers, clean outs, walls, ceilings
- Notice of Non-Compliance (24 HR pump out), Notice to Repair, Notice to Install




July 03, 2025 1:33 PM


October 22, 2025 9:25 AM


July 01, 2025 9:03 AM


July 01, 2025 9:02 AM





Variance from Code Program

- FOG Producers will apply online through the City website
- Must show compliance with current code
- Monitor grease interceptor through inspections to determine appropriate length of time for pump out requirement
- Customers will enter into an agreement with the City
- This will allow the City to recognize and ease the burden on low grease producers

Questions?

Presentation: Trunk or Treat Event Wrap Up & Video

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: November 4, 2025

AGENDA ITEM:

Trunk or Treat Event Wrap Up

PRESENTING PARTY:

Robert Vass, Community Engagement Liaison

ITEM TYPE:

Presentation

BACKGROUND:

Community Engagement Liaison, Bob Vass, will recap the Trunk or Treat Event that was held on October 25th. A video with drone footage, recorded by Richard Dyches, Chief Plant Operator was posted the City's Facebook page and almost 13,000 people have watched it so far!

It is available on the City's YouTube Channel: https://youtu.be/1wuGDITEm54

RECOMMENDED ACTIONS:

Discuss

ATTACHMENTS:

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

Scheduled Audience

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: November 4, 2025

AGENDA ITEM:

Scheduled Audience: Joe Reichel - Belleview CEP

PRESENTING PARTY:

Lezli Merritt, City Clerk

ITEM TYPE:

Scheduled Audience

BACKGROUND:

Joe Reichel to provide updates on the Belleview CEP

RECOMMENDED ACTIONS:

Motion to approve the Belleview CEP Business Services Agreement.

ATTACHMENTS:

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

Unscheduled Audience

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: November 4, 2025

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.

Community Events Liaison: Update on 2026 July 4th Fireworks Show

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: November 4, 2025

AGENDA ITEM:

Community Events Liaison: Update on Proposed 2026 July 4th Fireworks

PRESENTING PARTY:

Robert Vass, Community Events Liaison

ITEM TYPE:

Presentation

BACKGROUND:

Following the direction of the City Commission vote at the 10/21/25 meeting, staff worked to secure information on costs/requirements for the proposed fireworks event on July 4, 2026:

- Marion County indicated the Sportsplex will be secured for the preparation and duration of the event.
- Marion County indicated they will be able to assist with staffing and potentially police support to supplement City of Belleview staff.
- Marion County indicated they are continuing to work on securing funding for the cost of fireworks.

Due to the nature of the potential event, the following are associated additional costs for the day:
Estimate of additional costs: $28,100+

- $15,000-17,000 for COB staff overtime
- $750 - face painting activity
- $5,100 - inflatables/activities
- $4,000+ - 10+ tents, various size for cooling stations, staffing, etc.
- $2,000+ - 8+ golf carts, various style for transport of materials and people throughout the event
- $1,000+ - food/beverage needs (water, etc.) - TBD
- $250 - DJ

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.

- TBD - rental of RV for PD usage, triage station and command post (per PD request)
- TBD - cost for paramedic detail, length of the event

Costs may be recovered (partial/full) through parking package, VIP packages and sponsorships. Amounts unknown at this time.

RECOMMENDED ACTIONS:

ATTACHMENTS:

City Clerk: Orange Data Agreement

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: November 4, 2025

AGENDA ITEM:

City Clerk: Orange Data Agreement

PRESENTING PARTY:

Lezli Merritt, City Clerk

ITEM TYPE:

Other City Business/Department Updates

BACKGROUND:

Orange Data is an organization that provides lien search services. The City will securely provide data to the company, which will then collect all fees and perform the lien searches, saving valuable staff time. Orange Data will receive 20% of the lien search fee and the City will receive 80% of the fee. This sole source contract has been reviewed by Attorney Landt; language changes as suggested were made and the final agreement is attached.

RECOMMENDED ACTIONS:

Motion to approve agreement with Orange Data.

ATTACHMENTS:

Orange Data Systems Agreement
Legal Memo Regarding Orange Data Systems Agreement

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.

SERVICES AGREEMENT

This Services Agreement ("**Agreement**") is entered into this 21st day of October, 2025 (the "**Effective Date**"), by and between the City of Belleview, a Florida municipal entity (the "**MUNICIPALITY**") located at 5343 SE Abshier Blvd, Belleview, FL 34420 and PropLogix, LLC d/b/a Orange Data Systems ("**ODS**"), a Florida limited liability company, located at 5901 N. Honore Ave., Ste. 200, Sarasota, FL 34243 (each a "**Party**" and collectively, the "**Parties**").

WHEREAS, ODS is engaged in the business of providing certain real estate-related software and services.

WHEREAS, the MUNICIPALITY is engaging ODS to provide the same, as further described herein.

NOW THEREFORE, in consideration of the foregoing recitals and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I
SERVICES AND FEES

Section 1.1. Scope of Services. ODS shall provide the services and reports, as further described in any Statements of Work (SOWs) attached hereto (the "**Services**"). ODS shall provide the Services on a non-exclusive basis to the MUNICIPALITY. The Services shall be provided in a professional, workmanlike, and timely manner, by qualified personnel and in accordance with the terms of this Agreement.

Section 1.2. Fees; Invoicing. Payment for the services shall be made as described in any SOWs attached hereto.

ARTICLE II
CONFIDENTIALITY AND INTELLECTUAL PROPERTY

Section 2.1. Confidentiality Requirements. Each Party acknowledges that during the Term of this Agreement, it may come in contact or be provided with knowledge and information relating to customer, client, vendor, partner, contractor, and/or employee information; financial information; business and marketing plans; concepts, techniques, processes, ideas, discoveries, improvements, and inventions whether patented or not; software, programs, and source code; and other confidential and proprietary information relating to the other Party (collectively "**Confidential Information**"). Confidential Information shall further include any information that is expressly identified as confidential by the disclosing Party, or would reasonably be deemed confidential under the context of disclosure or due to the nature of the information.

Each Party agrees that during the Term of this Agreement and for the two (2) year period thereafter, it shall use at least the same degree of care to safeguard the disclosing Party's Confidential Information as it would its own similar information, and it shall not use, directly or indirectly, on its own behalf or on behalf of any other person or entity, in any capacity any Confidential Information; it shall not disclose or use any of the other Party's Confidential Information except (i) to subcontractors, parent companies, affiliates, subsidiaries, agents or representatives who need to know such information and only to the extent necessary to carry out such Party's obligations under this Agreement or (ii) as required by any order of any government authority or otherwise required by law.

Notwithstanding the foregoing, it is acknowledged that the MUNICIPALITY is a public agency subject to Chapter 119, Florida Statutes, and the Parties shall comply with Florida's Public Records Law, as the same may be amended from time to time.

Section 2.2. Exceptions to Confidential Information. Confidential Information shall not include information to the extent that it (i) is or becomes public knowledge through no act or omission of the receiving Party, (ii) is

disclosed to the receiving Party by a third party having no obligation of confidentiality with respect to the subject information, or (iii) was known to the receiving Party prior to disclosure of the information by the disclosing Party.

Section 2.3. Return of Confidential Information. Upon the request of the disclosing Party or upon the termination of this Agreement, the receiving Party shall return or destroy any Confidential Information of the disclosing Party in its possession and certify to the disclosing Party its return or destruction. Notwithstanding the foregoing, the receiving Party shall not be obligated to return or destroy Confidential Information that is required to be held or maintained for regulatory or audit purposes or retained in accordance with the receiving Party's security or disaster recovery procedures, provided that it will remain subject to the obligations of confidentiality contained herein for the duration for which it is held.

Section 2.4. Intellectual Property. Each Party shall retain ownership of all of its: (a) patents, patent applications and disclosures, inventions and methods (whether patentable or unpatentable and whether or not reduced to practice), and related improvements, (b) trademarks, service marks, trade dress, logos, trade names, internet domain names, corporate names and telephone numbers containing or reflecting any of the foregoing, along with any associated goodwill, (c) software interfaces (e.g., APIs), programs and applications (including object code and source code), copyrights, copyrightable works, works of authorship (including advertisements, commercials and promotional materials), data, databases, articles, abstracts, graphics, photographs, programs and programming material, jingles, and slogans, (d) trade secrets or proprietary information, (e) internet websites, including all content and materials displayed on and/or accessible through such sites, (f) other intangible property, including the aesthetic design, format, and layout of the reports and any non-public data provided therein, (g) copies and tangible embodiments of and any documentation (e.g., user manuals) relating to any of the foregoing (in whatever form or medium), and (h) licenses granting any rights with respect to any of the foregoing (including, without limitation, software licenses) ("Intellectual Property"). Nothing in this Agreement creates, or is intended to create, any right, title or interest for the benefit of one Party in the Intellectual Property rights of the other Party.

Section 2.5. Brand Usage. Each Party agrees that it shall not use the names, including registered and fictitious names, trademarks, branding, logos, etc. of the other Party in its promotional activities without the prior written consent of the other Party. The MUNICIPALITY hereby gives authorization for ODS to utilize its name, logos, and branding on the ODS public-facing website to identify the MUNICIPALITY as a municipal entity which utilizes the ODS services.

Section 2.6. Injunctive Relief. Each Party acknowledges that its breach of any of the provisions of this Article 2 would cause irreparable injury to the other which cannot be reasonably or adequately compensated by monetary damages. Accordingly, either Party will be entitled to seek injunctive relief and other equitable remedies in the event of such a breach by the other. The right of each of the Parties to seek injunctive relief shall not limit in any manner their respective rights to seek other and/or additional remedies at law or in equity.

ARTICLE III
TERM AND TERMINATION

Section 3.1. Term. Unless terminated earlier as provided below, this Agreement shall commence on the Effective Date and shall continue for three (3) years thereafter ("**Term**"). This Agreement will automatically renew for successive two (2) year terms unless written notice of nonrenewal is received by the other Party at least thirty (30) days prior to the expiration date. Termination of an SOW shall not result in termination of this master Services Agreement unless such SOW is the only one pursuant to which services are being provided.

Section 3.2. Termination. This Agreement may be terminated by either Party (i) as provided in Section 3.1, (ii) in the event that the other Party materially breaches this Agreement, so long as the non-breaching Party provides the breaching Party with written notice of the subject breach and a ten (10) business day opportunity to cure the same, or (iii) upon thirty (30) days' prior written notice of termination. Termination for breach does not constitute waiver of any other rights or remedies that the non-breaching Party may have for such breach of this Agreement.

In the event of termination of this Agreement, ODS retains the right to pursue payment of outstanding Fees and any other amounts to which it may be entitled pursuant to this Agreement.

ARTICLE IV
LIABILITY AND INDEMNIFICATION

Section 4.1. Services Warranty. ODS hereby agrees to use commercially reasonable efforts to correct any reproducible and correctable error in the Services, to the extent that the MUNICIPALITY advises ODS of such error in writing during the term of this Agreement.

Section 4.2. Disclaimer of Warranty and Limitation of Liability. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, ODS DISCLAIMS AND SHALL NOT BE LIABLE FOR ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES BASED ON A PARTICULAR USE IN TRADE OR BASED ON A COURSE OF DEALING, AND WARRANTIES WITH RESPECT TO THE QUALITY, ACCURACY, OR FREEDOM FROM ERROR OF THE OPERATION, USE, AND FUNCTION OF THE SERVICES.

ODS SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) SUFFERED BY THE OTHER PARTY ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE, OMISSION OF PERFORMANCE, OR TERMINATION THEREOF, WITHOUT REGARD TO THE NATURE OF THE CLAIM (E.G., BREACH OF CONTRACT, NEGLIGENCE, OR OTHERWISE), EVEN IF ODS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ODS SHALL NOT BE RESPONSIBLE FOR, AND HEREBY DISCLAIMS ANY AND ALL LIABILITY RELATED TO OR ARISING FROM (i) ANY INVALID, INACCURATE OR ERRONEOUS INFORMATION FURNISHED BY THE MUNICIPALITY TO ODS OR OTHERWISE PROVIDED IN THE RECORDS OF THE MUNICIPALITY (OR COUNTY, AS APPLICABLE), INCLUDING ANY MIS-INDEXING, MIS-RECORDING, MIS-SPELLING, OR OMISSIONS, OR (ii) ANY LOSS OR CORRUPTION OF SOFTWARE OR DATA, OR THE INTERRUPTION, MALFUNCTION, DELAY OR ERROR OF ANY COMMUNICATION SYSTEM, OPERATION OR COMPUTER SYSTEMS, OR INTERNET OR TELECOMMUNICATION PROVIDER.

Section 4.3. Maximum Liability. ODS'S TOTAL LIABILITY AND THE MUNICIPALITY'S EXCLUSIVE REMEDY FOR ANY CLAIM ARISING FROM OR RELATED TO THE PROVISION OF THE SERVICES SHALL BE LIMITED TO THE DIRECT MONEY DAMAGES INCURRED BY THE MUNICIPALITY NOT EXCEEDING THE AMOUNT OF THE FEES PAID TO ODS FOR THE SPECIFIC REPORT UNDERLYING SUCH CLAIM.

Section 4.4. Indemnity. The MUNICIPALITY shall indemnify, defend and hold ODS and its officers, directors, shareholders, members, employees, or agents harmless from any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses, judgments, suits, fines, penalties, including reasonable attorneys' fees and costs and/or any investigation or related action (collectively **"Claims"**) incurred by, or imposed or asserted against ODS, by a third party that arise from or in connection with matters related to this Agreement or the Services. The MUNICIPALITY shall be permitted to control the defense and settlement of any claim, provided such settlement does not impute any admission of liability or expense on ODS. The MUNICIPALITY agrees to permit (barring any conflict of interest) and cooperate with any counsel ODS engages (at its own cost) to represent it in the participation of the defense and settlement of any claims in which indemnity is sought.

Section 4.5 Insurance. ODS shall maintain Errors and Omissions Insurance applicable to the services provided hereunder with a coverage limit of liability of no less than Five Hundred Thousand Dollars ($500,000).

ARTICLE V
MISCELLANEOUS PROVISIONS

Section 5.1. Independent Relationship. It is intended that each Party shall at all times be completely independent of the other Party. Nothing contained herein shall constitute a partnership, joint venture, employment, agency, or any other similar relationship by or between the Parties.

Section 5.2 Waiver and Cumulative Remedies. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. Except as expressly stated, the remedies provided herein are in addition to, and not exclusive of, any other remedies at law or in equity.

Section 5.3. Severability and Joint Drafting. If any provision of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and every provision of this Agreement shall remain in full force and effect and enforceable. Each of the Parties hereto acknowledge such participation and negotiation in order to avoid the application of any rule construing contractual language against the drafter and agree that the provisions of this Agreement shall be construed without prejudice to either Party to this Agreement.

Section 5.4. Applicable Law. If any legal action is brought by either Party relating to this Agreement, the prevailing Party shall be entitled to the recovery of reasonable attorneys' fees, costs and expenses, including appellate fees. This Agreement will be construed, interpreted and the rights of the Parties determined in accordance with the laws of the State of Florida, without regard to conflict of law principles, and the Parties hereby consent to the exclusive jurisdiction and venue of the courts of Marion County, Florida.

Section 5.5. Successors and Assigns. All of the terms and provisions of this Agreement will be binding upon and will insure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither Party is permitted to assign this Agreement and/or the rights and obligations hereunder, unless approved in writing by the other Party; provided, however, that ODS may assign all or any portion of its rights and obligations hereunder to the purchaser of all or substantially all its assets or stock (by merger or otherwise).

Section 5.6. Notices. All notices, consents, and similar communications to any Party shall be deemed to be sufficient if in writing, delivered in person, by electronic mail, an overnight courier, or first class registered or certified mail, in all cases evidence of receipt or return receipt required, postage prepaid, addressed to such Party at the address first set forth above or such other address as may hereafter be designated in writing by such Party. Notice to ODS shall be addressed to the attention of General Counsel with copy to legal@proplogix.com.

All such notices, requests, consent, and other communications shall be deemed to have been given when actually received or delivery refused by the applicable Party.

Operational and regular course of dealings communications with ODS should be directed to David Harrington (david@orangedata.com) and Stewart Holley (stewart@orangedata.com).

Section 5.7. Force Majeure. ODS shall be excused from performance and shall not be held liable in any way for any delay, failure in performance, loss, or damage arising out of or relating to any cause beyond its reasonable control, including but not limited to (i) any act of God, war, act of a public enemy, riot or other civil disorder, act of any government body, labor dispute, shortage of fuel or power, explosion, epidemic, fire, flood, earthquake, windstorm, or other unusually severe weather, or (ii) any interruptions, omissions, malfunctions, delays, or errors of any third party communication system, telecommunication or similar carrier, operational or computer system, or access thereto which would have an impact on the Services.

Section 5.8. Entire Agreement; Counterparts; Amendment. This Agreement contains the entire agreement between the Parties, and supersedes all prior and collateral representations, promises, and agreements. Any representation, promise, or agreement not incorporated in this Agreement shall not be binding on either Party. This Agreement may be executed in several counterparts, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement. This Agreement may be amended at any time only by the signed, written agreement of the Parties. Electronic execution of this Agreement shall be deemed effective and legally binding.

Section 5.9. No Third-Party Beneficiaries. It is expressly intended and agreed that no third-party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the Parties to this Agreement

Section 5.10. Survival. The rights and obligations of the Parties which by their nature must survive termination or expiration of this Agreement in order to achieve their fundamental purpose shall survive in perpetuity any termination or expiration of this Agreement.

Section 5.11. Authority to Execute. Each Party has full power and authority to enter into this Agreement. The signatory for each Party, respectively, has the authority to legally bind the Party for which it executes this Agreement. Neither Party is bound by any other agreement, whether written or oral, which would preclude it from entering into this Agreement and/or undertaking the responsibilities and obligations contained herein.

In Witness Whereof, the Parties hereto have executed this Agreement as of the date set forth above.

PROPLOGIX, LLC D/B/A
ORANGE DATA SYSTEMS

By: _____
Alexander Eckelberry, as its CEO

Date: _____

THE CITY OF BELLEVIEW, FLORIDA

By: _____
CHRISTINE DOBKOWSKI
Mayor

ATTEST:

Date: _____

_____
LEZLI MERRITT
City Clerk

Approved as to form and legality:

_____:
FREDERICK E. LANDT, III
City Attorney

STATEMENT OF WORK I
LIEN SERVICES

1. Services Description. ODS shall generate a report in response to requests from third parties made to the MUNICIPALITY for information related to fees and debts owed to the MUNICIPALITY in connection with real property records pertaining to code enforcement, building permits, utilities, and their related lien status (if any). The MUNICIPALITY shall automatically provide such information and records to ODS electronically on a mutually agreed basis.

2. Fees; Invoicing. ODS shall collect payment in the total amount of One Hundred Dollars and no cents ($100.00) from the third-party requestor for each Report completed (the "**LS Fees**"). Payment of the LS Fees shall be required upon order submission, except for requestors that maintain an established credit account with ODS. For each report, ODS shall retain Twenty Dollars and no cents ($20.00) of the LS Fees as compensation for the Services, and shall remit the balance of Eighty Dollars and no cents ($80.00) to the MUNICIPALITY on a monthly basis for those LS Fees collected in the prior month. For clarity, it is understood and agreed that the MUNICIPALITY shall not be responsible for payment of the Fees.

Any invoice for LS Fees not paid by the third-party requestor within thirty (30) days shall be deemed past due and shall incur interest at the lesser of (i) one and one-half percent (1.5%) per month or (ii) the highest rate permitted by applicable law. Such interest and any reimbursement of fees related to its collection efforts shall be retained by ODS as a reasonable estimate of its damages. ODS shall extend the foregoing Fees and payment terms provided in this Statement of Work to any city or similar municipal entity whose boundaries are entirely within the jurisdiction of the MUNICIPALITY. Any such city or similar municipal entity shall be required to execute a separate agreement with ODS.

STATEMENT OF WORK ACKNOWLEDGEMENT (Initial):

ODS: _____ MUNICIPALITY _____

MEMORANDUM

Orange Data Systems Agreement

TO:
Mariah Moody, City Administrator

FROM: Frederick E. Landt, III, City Attorney

DATE: October 14, 2025

I have reviewed the proposed Agreement Orange Data Systems regarding lien search services. Based upon that review, I advise as follows:

1. The term of the contract is three (3) years unless one of the parties breaches the agreement. There is included a requirement of notice of any breach of the terms of the agreement and provision is made for the opportunity to cure. A breach by the party hiring ODS would typically be nonpayment, which I anticipate is a nonissue. Inaccurate searches would be the breach of most concern to the City. I advise periodically verifying the accuracy of their work to protect the City from the result of passing on inaccurate data.

2. Please note that ODS' liability for damages is limited to the amount paid for their services, which I understand will be $100.00.

3. **I recommend against accepting the provision for the exclusive jurisdiction and venue in the courts of Sarasota County, Florida, should any legal action be necessary. We have always insisted on Marion County for jurisdiction and venue.**

4. The Agreement provides that the rights under the agreement may be assigned by ODS to a successor or assignee.

5. I rely on City Staff to verify that the services to be provided under the agreement are suitable to the City's needs regarding lien search requests.

City Clerk: Release of Lien

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: November 4, 2025

AGENDA ITEM:

City Clerk: Release of Lien - Parcel 3706-007-008

PRESENTING PARTY:

Lezli Merritt, City Clerk

ITEM TYPE:

Other City Business/Department Updates

BACKGROUND:

On February 5, 2025 a lien was placed on 5249 SE 106th Lane. At the time of filing, the City was unaware that the property had already entered foreclosure. Therefore, the collection of fees is not legally achievable, and the lien must be released. Attached is a copy of the Release of Lien to be filed with the Marion County Clerk of Court.

RECOMMENDED ACTIONS:

Motion to approve release of lien on parcel 38937-012-01

ATTACHMENTS:

Release of Lien 3706-007-008

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.

This Instrument Prepared by
City of Belleview
5343 SE Abshier Boulevard
Belleview, FL 34420

RELEASE OF LIEN

FOR AND IN CONSIDERATION of the sum of five thousand three hundred and fifty dollars ($5,350.00) and other good and valuable consideration, receipt of which is hereby acknowledged by the City of Belleview, Florida, a municipal corporation in the State of Florida, the City of Belleview hereby releases the hereinafter described real property from a certain lien filed by the City of Belleview in the office of the Clerk of the Circuit Court of Marion County, Florida, to wit:

> Lien recorded on the 5th day of February, 2025, for the sum of $5,350.00, said lien being recorded in Official Records Book 8530, Pages 50-54, File #2025015426 of the public records of Marion County, Florida, regarding the following described real property in Marion County, Florida, and lying within the corporate limits of the City of Belleview, Florida, is hereby released from said lien, to wit:
>
> > Lot 1 and 8, Block G, CORAL RIDGE, according to plat thereof as recorded in Plat Book F, Page 70, of the Public Records of Marion County, Florida
> >
> > Parcel # 3706-007-008

On the 4th day of November 2025, the City Commission of Belleview, Florida approved this Release of Lien and authorized the Mayor/Commissioner to execute said Release of Lien.

IN WITNESS WHEREOF the Mayor of the City of Belleview has hereunto set her hand and seal, and the City Clerk of the City of Belleview has hereunto affixed the corporate seal of the City of Belleview, this 4th day of November, 2025.

ATTEST:

_____ _____

Lezli Merritt, City Clerk — Christine K. Dobkowski, Mayor/Commissioner

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of physical presence this 4th day of November, 2025 by Christine K. Dobkowski, Mayor/Commissioner of the City of Belleview, Florida who is personally known to me and acknowledged the execution of the foregoing Release of Lien for the purposes therein expressed.

_____

Lezli Merritt, Notary Public

Lien Recorded:
BK 8530 PGS 50-54

Development Services: Parcel Split

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: November 4, 2025

AGENDA ITEM:

Development Services: Parcel Split for PID 37231-001-00

PRESENTING PARTY:

Shawna Chancey, Development Services Director

ITEM TYPE:

Other City Business/Department Updates

BACKGROUND:

Subject parcel is owned by BSS Belleview LLC and is located to the north of Mavis Tires & Brakes. The developer would like to split the parcel for development of a Dutch Bros and possibly a bank. Any further splitting of this parcel would require a re-plat application.

RECOMMENDED ACTIONS:

Motion to approve parcel split for 37231-001-00

ATTACHMENTS:

Parcel Split Request
New North Parcel
New South Parcel
Current Survey
Location Map

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

CITY OF BELLEVIEW

City with Small Town Charm
www.belleviewfl.org

RECEIVED
OCT 13 2025
Development Services

5525 SE 119th St.
Belleview, FL 34420
Office: 352-245-7021
Email: DSStaff@belleviewfl.org

PARCEL SPLIT REQUEST

Property Owner's Name: BSS BELLEVIEW LLC

Address: 429 E KICKLIGHTER RD

City: LAKE HELEN State: FL Zip: 32744 Country: United States

Phone Number: (813) 401-2110 Email: will@pursuitdev.com

Parcels to be split: 37231-001-00

Description: Two-phase commercial development including quick service restaurant

Reason for split:
We are requesting a lot split to allow for the development of the second parcel.

Will the parcel be rezoned? Yes _____ No _____

_____ 10/3/25
Property Owner's Signature Date

OFFICIAL USE

☐ Approved ☐ Disapproved

_____
Signature

_____ _____
Title Date

SKETCH OF DESCRIPTION

SHEET 1 OF 2

RECEIVED
OCT 13 2025
BY: KLO

LEGAL DESCRIPTION:

A PORTION OF LOT 3, BELLEVIEW COMMERCIAL IN SECTION 26, TOWNSHIP 16 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, ACCORDING TO PLAT BOOK 16, PAGE 55, RECORDED IN SAID PUBLIC RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHERLY CORNER OF LOT 3, BELLEVIEW COMMERCIAL ESTATES, AS RECORDED IN PLAT BOOK 16, PAGES 54 AND 55 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF US HIGHWAY 27 (US HIGHWAY 441 & FLA 400); RUN THENCE S26°32'57"E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 401.88 FEET; THENCE S63°28'15"W, A DISTANCE OF 140.52 FEET; THENCE N26°31'45"W, A DISTANCE OF 55.59 FEET; THENCE S63°28'15"W, A DISTANCE OF 33.75 FEET THE WEST LINE OF SAID LOT 3; THENCE N00°09'59"E, ALONG SAID WEST LINE, A DISTANCE OF 387.61 FEET TO THE POINT OF BEGINNING.

CONTAINS 37,982 SQUARE FEET OR 0.8720 ACRES MORE OR LESS.

JAMES DENNIS BRAY
License Number
PSM6507
STATE OF
FLORIDA
Professional Surveyor and Mapper

JOB # 907043
CF # MRN-E-44-LOT A-8-SOD
DATE: 08/20/25
SCALE: 1" = 60'
DRAWN BY: DSK

CERTIFIED TO:
PURSUIT DEVELOPMENT

REVISIONS

GENERAL NOTES:

1. Bearing structure is based on the monumented Westerly Right-of-Way line of US HIGHWAY 27, being: S26°32'57"E assumed.

2. This surveyor has not made a search of the public records for any dedications, limitations, restrictions or easements other than shown hereon.

3. This Sketch of Description has been made for the exclusive use of the entities prepared for hereon and does not extend to any unnamed parties.

4. This Sketch of Description is not a Survey.

5. This Sketch of Description is "Not Valid" without the original signature and seal of this Florida licensed Surveyor and Mapper, unless provided with electronic signature. The seal appearing on this document was authorized by signing Professional Surveyor and Mapper on the Date of the electronic signature.

LEGEND

℄	- CENTERLINE
CM	- CONCRETE MONUMENT
Δ	- CENTRAL ANGLE
(D)	- DESCRIBED
DB	- DEED BOOK
DE	- DRAINAGE EASEMENT
ESMT	- EASEMENT
FND	- FOUND
INST	- INSTRUMENT NUMBER
L	- ARC LENGTH
(M)	- MEASURED
N&D	- NAIL AND DISK
ORB	- OFFICIAL RECORDS BOOK
(P)	- PLAT
PB	- PLAT BOOK
PG	- PAGE
POB	- POINT OF BEGINNING
POC	- POINT OF COMMENCEMENT
R/W	- RIGHT OF WAY
R	- RADIUS
TYP	- TYPICAL
UE	- UTILITY EASEMENT
#	- NUMBER

Altamax Surveying

910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com
James@altamaxsurveying.com

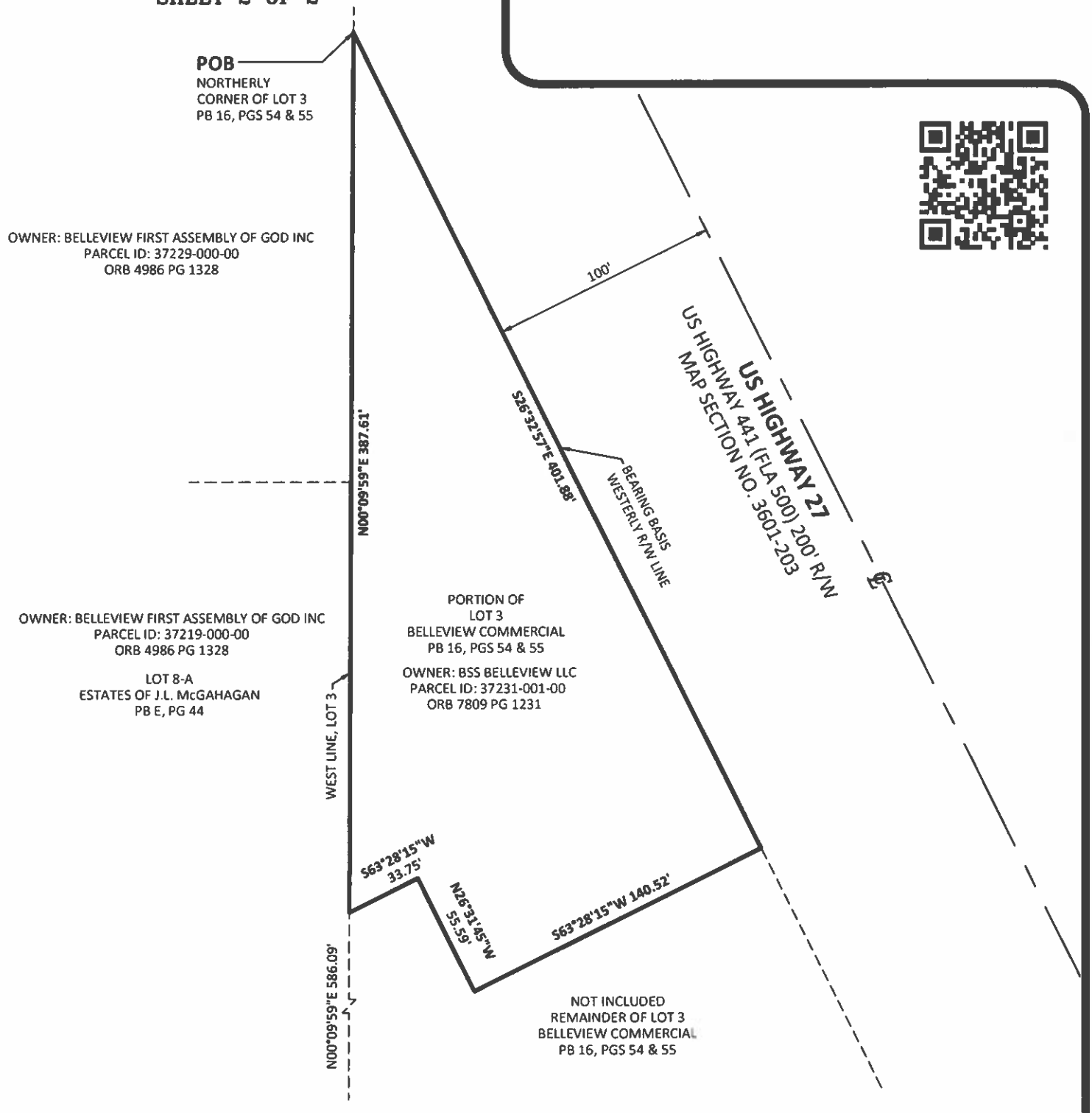
Digitally signed by James D Bray
DN: cn=James D Bray c=US o=Unaffiliated
Reason: I am the author of this document
Location:
Date: 2025-09-09 09:46:04 00

James D. Bray PSM 6507

SITE ADDRESS:
4441 SE 102nd Pl
Belleview, FL 34420

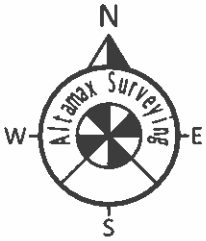
SKETCH OF DESCRIPTION

SHEET 2 OF 2



Altamax Surveying

910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com



GRAPHIC SCALE

0 60 120

1 INCH = 60 FEET

SKETCH OF DESCRIPTION

SHEET 1 OF 2

RECEIVED
OCT 13 2025
BY: RW

LEGAL DESCRIPTION:

A PORTION OF LOT 3, BELLEVIEW COMMERCIAL IN SECTION 26, TOWNSHIP 16 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, ACCORDING TO PLAT BOOK 16, PAGE 55, RECORDED IN SAID PUBLIC RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHERLY CORNER OF LOT 3, BELLEVIEW COMMERCIAL, AS RECORDED IN PLAT BOOK 16, PAGES 54 AND 55 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; RUN THENCE S00°09'59"W, ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 387.61 FEET FOR A POINT OF BEGINNING; THENCE N63°28'15"E A DISTANCE OF 33.75 FEET; THENCE S26°31'45"E A DISTANCE OF 55.59 FEET; THENCE N63°28'15"E A DISTANCE OF 140.52 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF US HIGHWAY 27 (US HIGHWAY 441 & FLA 500); RUN THENCE S26°32'57"E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 325.80 FEET TO THE NORTHEAST CORNER OF LOT 2 OF SAID BELLEVIEW COMMERCIAL; THENCE ALONG THE NORTHERLY AND WESTERLY LINES OF SAID LOT 2 THE FOLLOWING 5 COURSES: (1) S63°27'02"W A DISTANCE OF 172.81 FEET; (2) S18°20'20"W A DISTANCE OF 67.66 FEET; (3) S26°39'40"E A DISTANCE OF 85.96 FEET; (4) S63°20'20"W A DISTANCE OF 57.24 FEET; (5) S19°40'33"E A DISTANCE OF 34.19 FEET TO THE SOUTHERLY LINE OF SAID LOT 3; THENCE S72°52'25"W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 158.15 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE N00°09'59"E, ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 586.09 FEET TO THE POINT OF BEGINNING.

CONTAINS 123,787 SQUARE FEET OR 2.8418 ACRES MORE OR LESS.

JAMES DENNIS BRAY
License Number
PSM6507
STATE OF
FLORIDA
Professional Surveyor and Mapper

JOB # 907074
CF # MRN-E-44-LOT A-8-REMAINDER-SOD
DATE: 09/15/2025
SCALE: 1" = 100'
DRAWN BY: GLT

CERTIFIED TO:

PURSUIT DEVELOPMENT

LEGEND

℄	CENTERLINE
CM	CONCRETE MONUMENT
Δ	CENTRAL ANGLE
(D)	DESCRIBED
DB	DEED BOOK
DE	DRAINAGE EASEMENT
ESMT	EASEMENT
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POC	POINT OF COMMENCEMENT
R/W	RIGHT OF WAY
R	RADIUS
TYP	TYPICAL
UE	UTILITY EASEMENT
#	NUMBER

REVISIONS

GENERAL NOTES:

1. Bearing structure is based on the monumented Westerly Right-of-Way line of US HIGHWAY 27, being: S26°32'57"E assumed.

2. This surveyor has not made a search of the public records for any dedications, limitations, restrictions or easements other than shown hereon.

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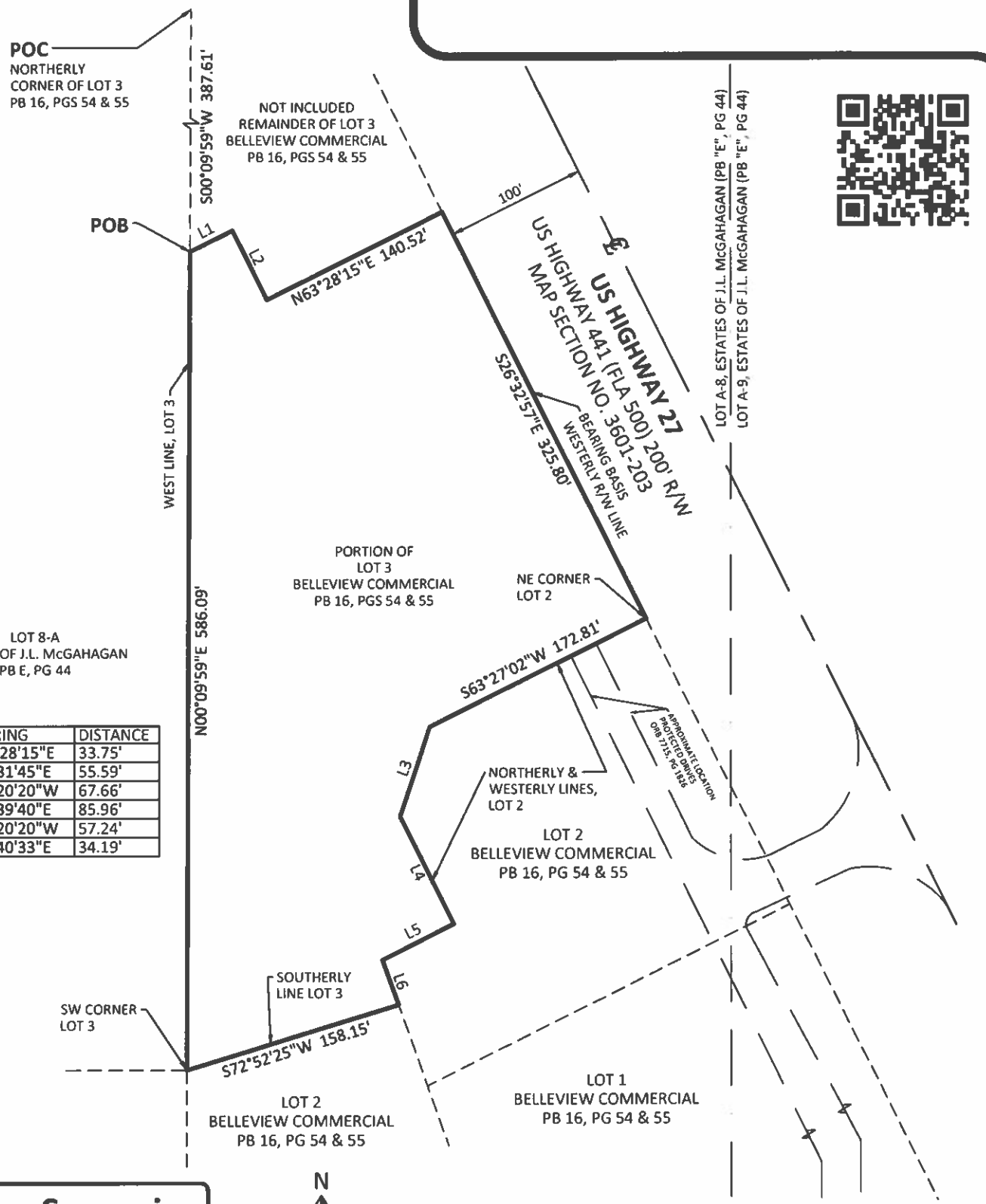
Digitally signed by James D Bray
DN: cn=James D Bray c=US o=Unaffiliated
Reason: I am the author of this document
Location:
Date: 2025-09-19 12:06:04:00

James D. Bray PSM 6507

SITE ADDRESS:
4441 SE 102nd Place
Belleview, FL 34420

SKETCH OF DESCRIPTION

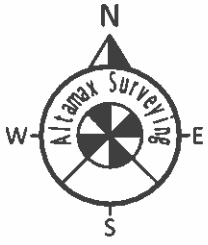
SHEET 2 OF 2



LINE	BEARING	DISTANCE
L1	N63°28'15"E	33.75'
L2	S26°31'45"E	55.59'
L3	S18°20'20"W	67.66'
L4	S26°39'40"E	85.96'
L5	S63°20'20"W	57.24'
L6	S19°40'33"E	34.19'

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GRAPHIC SCALE

0 100 200

1 INCH = 100 FEET

SHEET 1 OF 2

ALTA/NSPS LAND TITLE SURVEY

RECEIVED
OCT 13 2025
BY:

GENERAL SURVEY NOTES:

1. BEARING STRUCTURE IS ASSUMED AND BASED ON THE MONUMENTED WESTERLY R/W LINE OF U.S. HIGHWAY 27, BEING S26°32'57"E.

2. THIS SURVEY REFLECTS ONLY MATTERS OF RECORD AS PROVIDED BY THE CLIENT OR CLIENTS REPRESENTATIVE.

3. THIS SURVEY WAS MADE ON THE GROUND. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ENGINEER AND CONTRACTOR SHALL VERIFY MEASUREMENTS OF CONNECTIONS TO EXISTING UTILITIES BEFORE ORDERING MATERIALS AND BEFORE COMMENCEMENT OF CONSTRUCTION. IF THERE IS A DISCREPANCY BETWEEN THE MEASUREMENTS SHOWN HEREON AND THE VERIFYING MEASUREMENTS, THIS SURVEYOR SHALL BE CONTACTED IMMEDIATELY TO FURTHER VERIFY THE DISCREPANCY.

4. THIS SITE LIES IN ZONE "X", BASED ON FLOOD INSURANCE RATE MAP NO. 12083C0729D, COMMUNITY NO. 120183, CITY OF BELLEVIEW, MARION COUNTY, FLORIDA, HAVING AN EFFECTIVE DATE OF AUGUST 28, 2008.

5. ACCORDING TO FLORIDA STATUTES, CHAPTER 472.025, A LAND SURVEYOR SHALL NOT AFFIX HIS SEAL OR NAME TO ANY PLAN OR DRAWING WHICH DEPICTS WORK WHICH HE IS NOT LICENSED TO PERFORM OR WHICH IS BEYOND HIS PROFESSION OR SPECIALTY THEREIN. THEREFORE, WE ARE UNABLE TO CERTIFY AS TO MUNICIPAL ZONING COMPLIANCE, INTERPRETATION OF ZONING CODES OR THE DETERMINATION OF VIOLATIONS THEREOF.

6. THIS SURVEY MADE WITH BENEFIT OF COMMITMENT FOR TITLE NO. 110684313, EFFECTIVE: MARCH 25, 2025, ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY. THE PROPERTY DESCRIBED HEREON IS THE SAME AS THE PROPERTY DESCRIBED IN SCHEDULE A OF THE TITLE COMMITMENT.

7. THIS *"BOUNDARY AND TOPOGRAPHIC SURVEY"* WAS MADE IN ACCORDANCE WITH LAWS AND/OR STANDARDS OF PRACTICE FOR THE STATE OF FLORIDA.

8. THIS SURVEY IS VALID ONLY TO THE PARTIES TO WHOM IT IS CERTIFIED AND IS NON-TRANSFERABLE.

9. THE PROPERTY IS CONTIGUOUS WITH U.S. HIGHWAY 27, A PAVED PUBLIC RIGHT-OF-WAY.

10. OBSERVABLE SURFACE EVIDENCE OF UTILITIES SERVING THE PROPERTY AND STORM DRAINAGE FACILITIES ARE SHOWN HEREON.

11. ALL PARCELS AND/OR LOTS SHOWN HEREON ARE CONTIGUOUS BETWEEN SAID PARCELS AND/OR LOTS AND DO NOT CREATE ANY GAPS, GORES OR HIATUSES.

12. NO SURFACE EVIDENCE OF SITE USE AS A CEMETERY WAS OBSERVED.

13. ELEVATIONS ARE BASED ON BENCHMARK DESIGNATION G 581, BEING: 90.26 FEET, (NAVD 1988), PUBLISHED BY NATIONAL GEODETIC SURVEY.

14. THE MAPPED FEATURES SHOWN HEREON ARE RELATIVE TO FLORIDA STATE PLANE COORDINATE SYSTEM WEST ZONE, NAD(83)-(2011)-(EPOCH 2010.0000), ESTABLISHED PER FDOT FPRN. THE COORDINATE SYSTEM AND DISPLAYED UNITS ARE IN U.S. SURVEY FEET.

NOTES PERTAINING TO TABLE A ITEMS OF ALTA/NSPS LAND TITLE SURVEY STANDARDS:

ITEM 16: NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WAS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.

ITEM 17: NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS WAS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK. SURVEYOR IS NOT AWARE OF PROPOSED CHANGES IN STREET RIGHT OF WAY LINES.

SCHEDULE B-2 EXCEPTIONS NOTES:

9. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of BeReview Commercial, as recorded in Plat Book 16, Page(s) 54, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c). (ON SUBJECT PROPERTY-BLANKET IN NATURE)

10. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Estate of J.L. McGahagan, as recorded in Plat Book "E", Page(s) 44, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c). (THE PORTIONS OF PB "E", PG 44, LYING WITHIN THE SUBJECT PROPERTY WERE VACATED AND ANULLED UPON RECORDING OF PB 16, PG 54, PURSUANT TO CHAPTER 177.101(2).

11. Right of Way Easement recorded in Official Records Book 426, Page 455. (ON SUBJECT PROPERTY-BLANKET IN NATURE)

12. Right of Way Easement recorded in Official Records Book 548, Page 222. (ON SUBJECT PROPERTY-BLANKET IN NATURE)

13. Right of Way Easement recorded in Official Records Book 773, Page 756. (ON SUBJECT PROPERTY-BLANKET IN NATURE)

14. Easement recorded in Official Records Book 974, Page 316. (ON SUBJECT PROPERTY-BLANKET IN NATURE)

15. Easement recorded in Official Records Book 974, Page 683. (ON SUBJECT PROPERTY-BLANKET IN NATURE)

16. Subject to the terms and conditions of that instrument recorded in Official Records Book 4986, Page 1328. (ON SUBJECT PROPERTY-BLANKET IN NATURE)

17. Ordinance No. 2021-06 recorded in Official Records Book 7458, Page 317, corrected in Official Records Book 7557, Page 1705. (ON SUBJECT PROPERTY-BLANKET IN NATURE)

18. Ordinance No. 2021-15 recorded in Official Records Book 7557, Page 1710. (ON SUBJECT PROPERTY-BLANKET IN NATURE)

19. Recorded Notice of Environmental Resource Permit recorded in Official Records Book 7695, Page 939. (ON SUBJECT PROPERTY-BLANKET IN NATURE)

20. Terms and Conditions set forth in Declaration of Restrictive Covenants and Easement Agreement recorded in Official Records Book 7715, Page 1826. (ON SUBJECT PROPERTY-BLANKET IN NATURE AND APPROXIMATE LOCATION OF "PROTECTED DRIVES" IS SHOWN HEREON)

21. Development Agreement and Agreement regarding Improvements recorded in Book 8289, Page 749. (ON SUBJECT PROPERTY-BLANKET IN NATURE)

ZONING INFORMATION:

ZONING INFORMATION NOT PROVIDED AT TIME OF SURVEY.

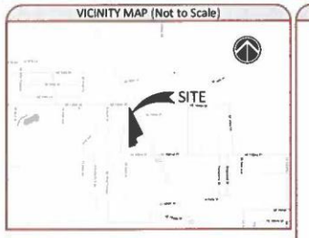
PARKING COUNT:

REGULAR SPACES:	0
HANDICAP SPACES:	0
TOTAL SPACES:	0

LAND AREA:

161,770 SQUARE FEET
3.7137 ACRES
MORE OR LESS.

VICINITY MAP (Not to Scale)



DESCRIPTION:

LOT 3, BELLEVIEW COMMERCIAL IN SECTION 26, TOWNSHIP 16 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, ACCORDING TO PLAT BOOK 16, PAGE 55, RECORDED IN SAID PUBLIC RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF LOT A-B, ESTATE OF J.L. MCGAHAGAN, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "E" AT PAGE 44, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT A-B; THENCE RUN NORTH 00°09'59" EAST, ALONG THE WEST LINE OF SAID LOT A-B, A DISTANCE OF 25.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SOUTHEAST 102ND PLACE (A 50 FOOT WIDE RIGHT-OF-WAY); THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°44'44" EAST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 243.40 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3094, PAGE 1568, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) NORTH 19°40'33" WEST, A DISTANCE OF 272.24 FEET TO THE POINT OF BEGINNING; 2) THENCE RUN SOUTH 72°52'09" WEST, A DISTANCE OF 158.15 FEET TO A POINT ON THE AFORESAID WEST LINE OF LOT A-B; THENCE DEPARTING BOUNDARY OF SAID LANDS IN OFFICIAL RECORDS BOOK 3094, PAGE 1568, RUN NORTH 00°09'59" EAST, ALONG SAID WEST LINE, A DISTANCE OF 973.70 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 441/27/301 (A 200 FOOT WIDE PUBLIC RIGHT-OF-WAY PER STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 3601-203); THENCE DEPARTING SAID WEST LINE, RUN SOUTH 26°32'57" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 727.68 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 63°27'02" WEST, A DISTANCE OF 172.81 FEET; THENCE RUN SOUTH 1820'20" WEST, A DISTANCE OF 67.66 FEET, THENCE RUN SOUTH 2639'40" EAST, A DISTANCE OF 85.96 FEET, THENCE RUN SOUTH 6320'20" WEST, A DISTANCE OF 57.24 FEET, THENCE RUN SOUTH 19°40'33"EAST, A DISTANCE OF 34.19 FEET TO THE POINT OF BEGINNING.

ALTA/NSPS Land Title Survey Certification

To: PURSUIT ACQUISITIONS, LLC. A FLORIDA LIMITED LIABILITY COMPANY; FIRST AMERICAN TITLE INSURANCE COMAPNY.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 5, 6(a), 6(b), 7(a), 7(b1), 7(c), 8, 9, 13, 16, and 17 of Table A thereof. The field work was completed on 05/28/2025.

Date: 05/28/2025

JAMES D. BRAY PSM 6507

JAMES DENNIS BRAY — PSM6507 — STATE OF FLORIDA — Professional Surveyor and Mapper

This Survey is "NOT VALID" without the original signature and seal of this Florida licensed Surveyor and Mapper, unless provided with electronic signature. The seal appearing on this document was authorized by the signing Professional Surveyor and Mapper on the Date of the electronic signature.

LEGEND



ADDRESS:
4441 SE 102ND PLACE
BELLEVIEW, FL 34420

Job Information

JOB NO. 906908	
CF NO. MRB-E-44-LOT A-B	
FIELD DATE: 5/28/2025	
DRAWN BY: GLT	

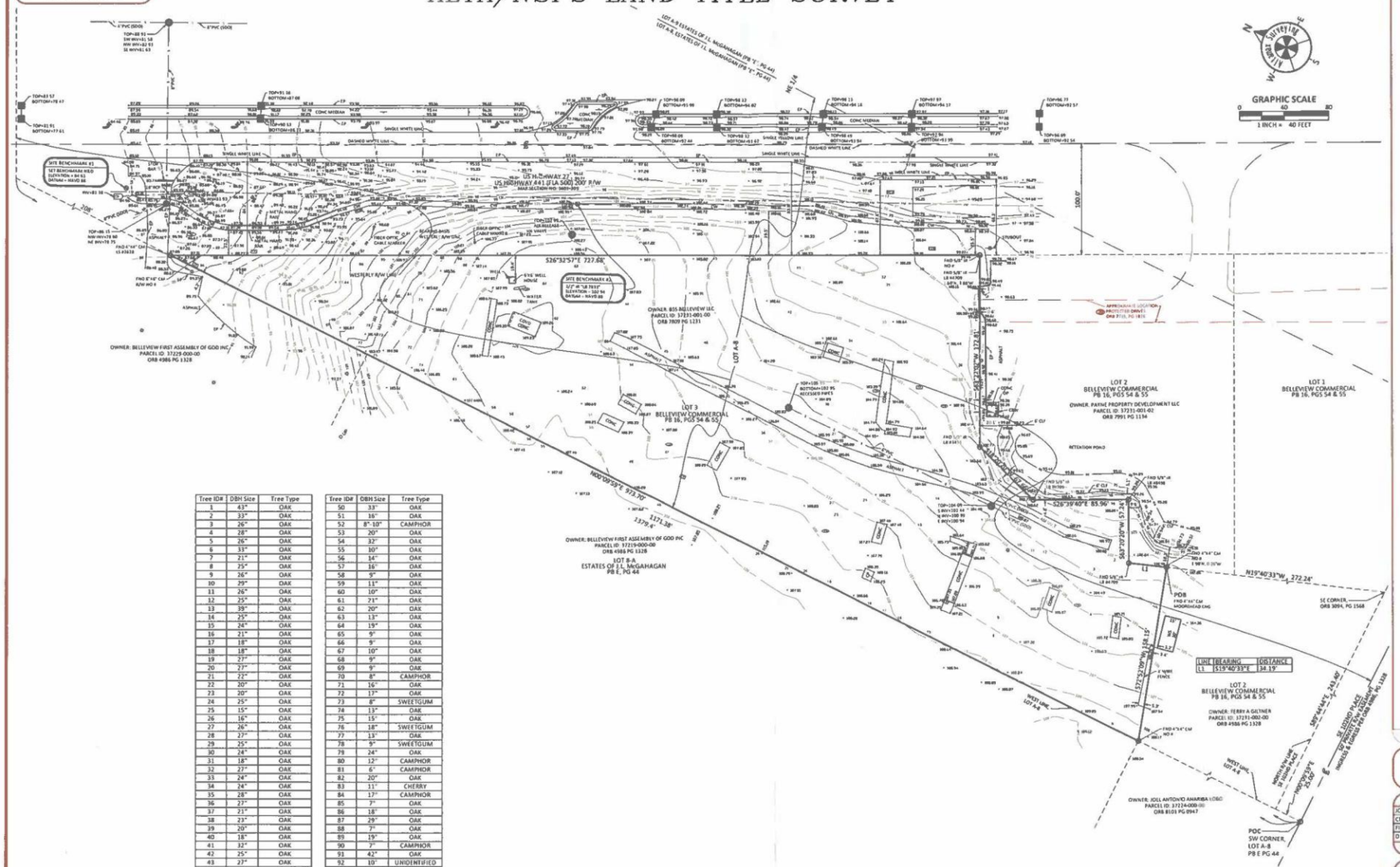
Revisions

DATE	DESCRIPTION	BY
9/2/2025	ADD TITLE COMMITMENT	GLT

Altamax Surveying
910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com
James@altamaxsurveying.com

SHEET 2 OF 2

ALTA/NSPS LAND TITLE SURVEY



Tree ID#	DBH Size	Tree Type
1	43"	OAK
2	33"	OAK
3	26"	OAK
4	28"	OAK
5	26"	OAK
6	33"	OAK
7	21"	OAK
8	25"	OAK
9	26"	OAK
10	39"	OAK
11	26"	OAK
12	25"	OAK
13	39"	OAK
14	25"	OAK
15	24"	OAK
16	21"	OAK
17	18"	OAK
18	18"	OAK
19	27"	OAK
20	27"	OAK
21	22"	OAK
22	20"	OAK
23	20"	OAK
24	25"	OAK
25	15"	OAK
26	16"	OAK
27	26"	OAK
28	27"	OAK
29	25"	OAK
30	24"	OAK
31	18"	OAK
32	27"	OAK
33	24"	OAK
34	24"	OAK
35	28"	OAK
36	27"	OAK
37	21"	OAK
38	23"	OAK
39	20"	OAK
40	18"	OAK
41	32"	OAK
42	25"	OAK
43	27"	OAK
44	15"	OAK
45	20"	OAK
46	18"	OAK
47	23"	OAK
48	16"	OAK
49	21"	OAK

Tree ID#	DBH Size	Tree Type
50	33"	OAK
51	16"	OAK
52	8"-10"	CAMPHOR
53	20"	OAK
54	32"	OAK
55	10"	OAK
56	14"	OAK
57	16"	OAK
58	9"	OAK
59	11"	OAK
60	10"	OAK
61	21"	OAK
62	20"	OAK
63	13"	OAK
64	19"	OAK
65	9"	OAK
66	9"	OAK
67	10"	OAK
68	9"	OAK
69	9"	OAK
70	8"	CAMPHOR
71	16"	OAK
72	17"	OAK
73	8"	SWEETGUM
74	13"	OAK
75	15"	OAK
76	18"	SWEETGUM
77	13"	OAK
78	9"	SWEETGUM
79	24"	OAK
80	12"	CAMPHOR
81	6"	CAMPHOR
82	20"	OAK
83	11"	CHERRY
84	17"	CAMPHOR
85	7"	OAK
86	18"	OAK
87	29"	OAK
88	7"	OAK
89	19"	OAK
90	7"	CAMPHOR
91	42"	OAK
92	10"	UNIDENTIFIED
93	21"	UNIDENTIFIED
94	32"	OAK
95	10"	CHINABERRY
96	9"	CHINABERRY
97	15"	OAK

LINE	BEARING	DISTANCE
L1	S19°40'33"E	34.19'

LEGEND



Altamax Surveying
910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com

ADDRESS:
4441 SE 102ND PLACE
BELLEVIEW, FL 34420

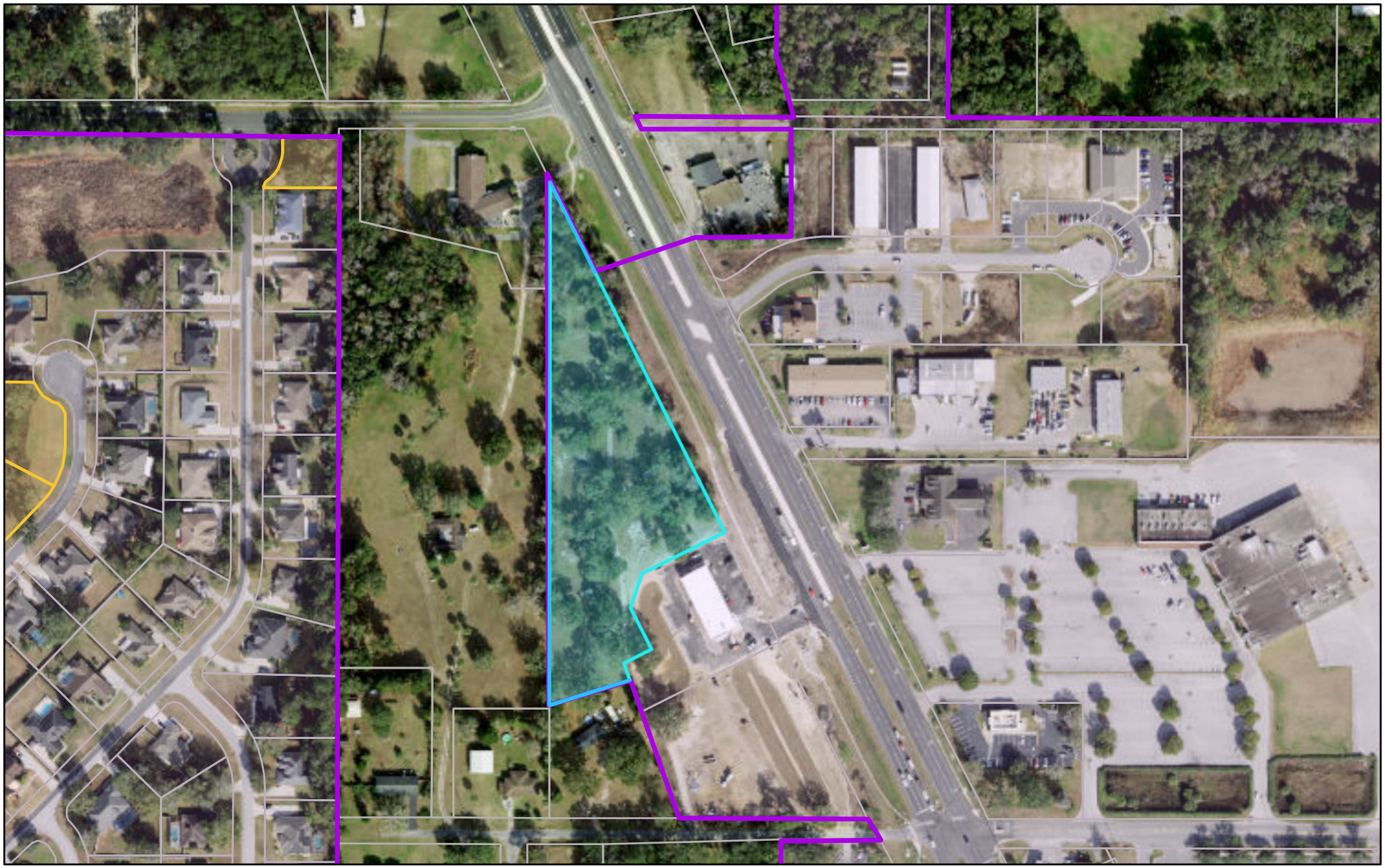
Job Information

JOB NO. 906908
CF NO. MRB-E-44-LOT A-8
FIELD DATE: 5/16/2025
DRAWN BY: GLT

Revisions

DATE:	DESCRIPTION:	BY:
7/7/2025	ADD TITLE COMMITMENT	GLT

Location



10/20/2025, 4:33:25 PM

Belleview City Limits 2025

Vacant Parcels in Residential Areas

Parcels All

World Imagery

Low Resolution 15m Imagery

High Resolution 60cm Imagery

High Resolution 30cm Imagery

Citations

1:3,529

0 145 290 580 ft

0 40 80 160 m

State of Florida, Maxar, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Map data ©

City of Belleview, Florida

This map is provided "as is" without any warranty or representation of accuracy, timeliness, completeness, merchantability, or fitness. The user is responsible for verifying any information and assumes all risk for reliance on any information herein.

Finance Department: Updates

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: November 4, 2025

AGENDA ITEM:

Finance Department: Updates

PRESENTING PARTY:

Donna Morse, Deputy Finance Director

ITEM TYPE:

Other City Business/Department Updates

BACKGROUND:

RECOMMENDED ACTIONS:

ATTACHMENTS:

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

Public Works: DMS Contract

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: November 4, 2025

AGENDA ITEM:

Public Works: Debris Collection Site and Monitoring Services Contract

PRESENTING PARTY:

Bob Titterington, Public Works Director

ITEM TYPE:

Action Items

BACKGROUND:

The City has used Marion County's Debris contract for major storm events in the past. FDEP is requiring documentation to show that the City has a Debris and Monitoring Contract in place prior to a storm event. Marion County extended their existing contract through 2026, and the City of Belleview needs to piggyback the Marion County Contract for the Debris Collection Site and Monitoring Services with Tetra Tech, Inc. The County's site contractor has provided documentation for the actual disposal site near the Belleview Library. Upon the City Commission approval, staff will forward to FDEP.

RECOMMENDED ACTIONS:

Motion to approve Debris Collection Site and Monitoring Services Contract

ATTACHMENTS:

DMS Agreement
Site Map - Debris Location
Tetra Tech Inc Short Form Agreement

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.

484 HOLDINGS LLC

Parcel #41401-002-00

13145 SE COUNTY HIGHWAY 484

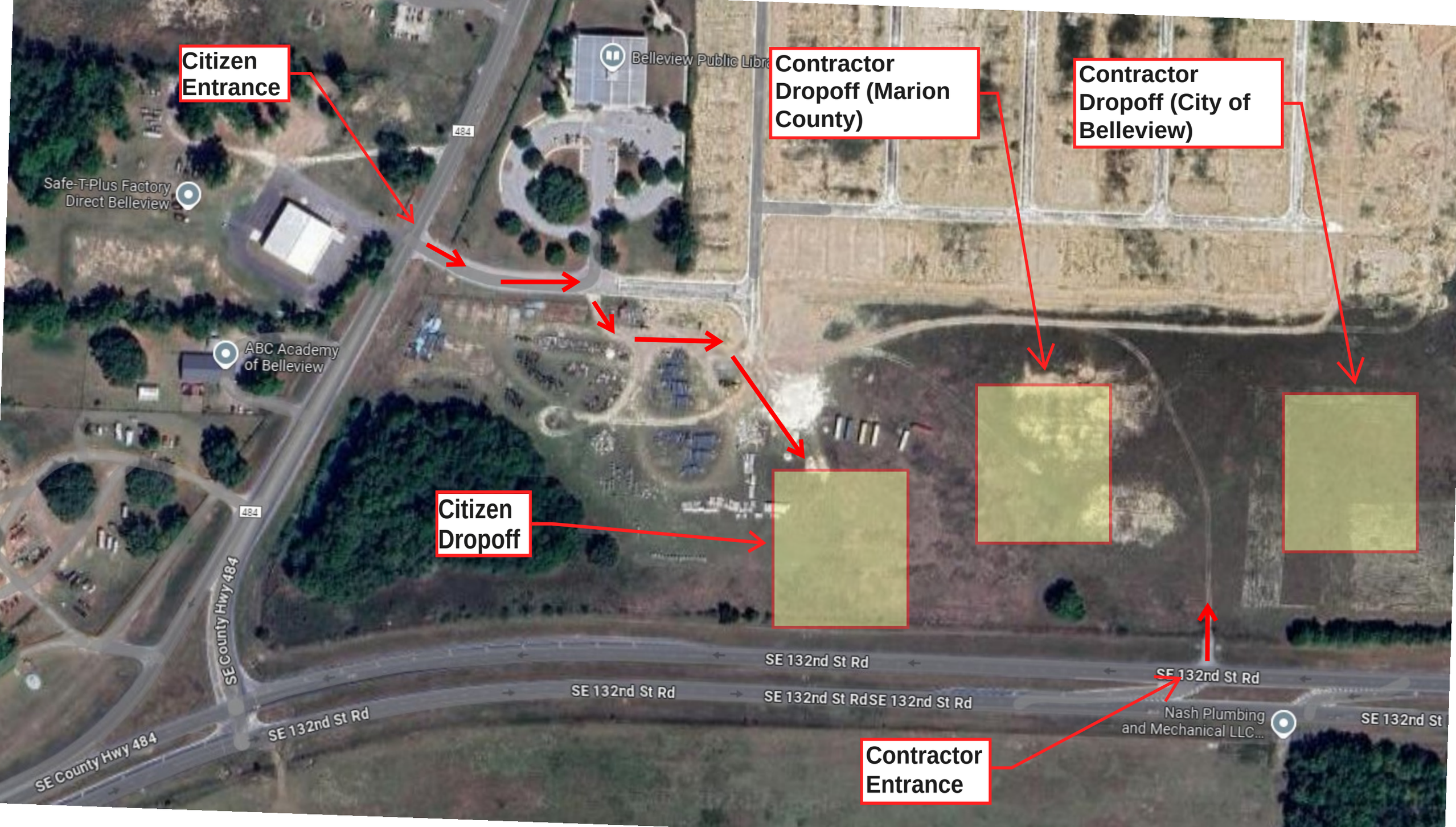
BELLEVIEW, FL 34420

DATE: 10/22/2025

484 HOLDINGS LLC owns (PARCEL # 41401-002-00) and is authorizing the land to be used for collection of storm debris within The City of Belleview. This agreement is valid for (1) year from date of signature.

Property Owner / Management Signature: Harvey Vanden

Date: 10/22/25


Citizen Entrance
Contractor Dropoff (Marion County)
Contractor Dropoff (City of Belleview)
Citizen Dropoff
Contractor Entrance
Belleview Public Libra
Safe-T-Plus Factory Direct Belleview
ABC Academy of Belleview
484
SE County Hwy 484
SE 132nd St Rd
SE 132nd St Rd
SE 132nd St Rd
SE 132nd St Rd
SE 132nd St Rd
SE 132nd St Rd
SE 132nd St
Nash Plumbing and Mechanical LLC...

AGREEMENT

Tetra Tech, Inc

Debris Response Operations, Phase 4, Debris Monitoring Services

Tetra Tech, Inc agrees to enter into an agreement with the City of Belleview, Florida ("City") to perform Debris Response Operations for the City of Belleview. The parties acknowledge that this agreement is "piggybacked", on the Marion County and Tetra Tech, Inc Agreement. The parties hereto shall be bound by and perform in accordance with the terms of agreement (including but not limited to the duties and responsibilities of the parties, the scope of services to be performed, the specifications for work to be performed, and pricing, as set forth in said Marion County Agreement and the Exhibits thereto). This Agreement will conclude on April 5,2024 with two (2) one (1) year renewals available ("Term"). And will begin dated from the authorized signing of this document by Christine K. Dobkowski, Mayor. Tetra Tech, Inc will provide the City with the same pricing and services, as set forth in the Marion County Agreement for Contract #21P-061 Debris Recovery Operations (Phase 4) Debris Monitoring Services.

Authorized by Chapter 2004-466, Laws of Florida, as amended by Chapter 2012-239, Laws of Florida, is legislation allowing a public body to make purchases of goods and services from contracts procured by any other federal, state, or local government entity or any tax-exempt organization under the provisions of section 501(c)(3) of the Internal Revenue Code which is organized exclusively to assist any governmental entity in serving and representing citizens under the terms of a bid submitted to such entity or organization, provided that such contract is procured in compliance with the procuring entity's or organization's laws, bylaws, rules, regulations, or ordinances, or policies regarding competitive solicitation, which must provide for full and open competition.

Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the person designated below, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other address or to such other person as they party may have specified by written notice to the other party delivered according to this Section

For City:	City Clerk 5343 Abshier Blvd. Belleview, FL 34420
For Contractor:	Jonathan Burgiel 2301 Lucien Way, Suite 120 Maitland, FL 32751

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS CITY CLERK LEZLI MERRITT AT 352-245-7021 EXT 2109; LMERRITT@BELLEVIEWFL.ORG; 5343 SE ABSHIER BLVD, BELLEVIEW, FL 34420.

By the signature below, Jonathan Burgiel, affirms that he is authorized by Tetra Tech, Inc to execute this agreement and he has the authority to bind Tetra Tech, Inc to the terms and conditions hereof. By her signature below, Christine K. Dobkowski affirms that she is authorized by the City to execute this agreement and she has the authority to bind the City to the terms and conditions hereof.

Executed by the parties on the date set forth herein-below.

Tetra Tech, Inc

_____

Jonathan Burgiel

City of Belleview, Florida

_____

CHRISTINE K. DOBKOWSKI
Mayor/Commissioner

Attest:

_____

Lezli Merritt
City Clerk

Chief of Police: Updates

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: November 4, 2025

AGENDA ITEM:

Updates: Chief of Police

PRESENTING PARTY:

Terry Holland, Chief of Police

ITEM TYPE:

Other City Business/Department Updates

BACKGROUND:

RECOMMENDED ACTIONS:

ATTACHMENTS:

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

Information Technology: Updates

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: November 4, 2025

AGENDA ITEM:

Updates: Information Technology

PRESENTING PARTY:

Kevin Towne, IT Director

ITEM TYPE:

Other City Business/Department Updates

BACKGROUND:

RECOMMENDED ACTIONS:

ATTACHMENTS:

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

City Attorney: Collective Bargaining Agreement

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: November 4, 2025

AGENDA ITEM:

City Attorney: Fraternal Order of Police Collective Bargaining Agreement

PRESENTING PARTY:

Fred Landt, Attorney

ITEM TYPE:

Other City Business/Department Updates

BACKGROUND:

Attorney Landt, Administrator Moody, and Chief Holland were appointed to a committee for Collective Bargaining with the Fraternal Order of Police (FOP) in June 2025. After several rounds of negotiations, all of the articles within the CBA have been accepted by the committee and the union. The Commission must now approve of the agreement.

RECOMMENDED ACTIONS:

Motion to Approve Collective Bargaining Agreement

ATTACHMENTS:

Collective Bargaining Agreement

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.

COLLECTIVE BARGAINING AGREEMENT

Between the

CITY OF BELLEVIEW, FLORIDA

and

FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC.

POLICE OFFICER, CORPORAL & SERGEANT UNIT

LODGE 145

October 1, 2025 through September 30, 2028

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Article 1 – Preamble

1.1 This Agreement entered into this 1st day of October, 2025 between the City of Belleview, Florida, hereinafter “The City” and The Florida State Lodge Fraternal Order of Police Inc., hereinafter “The Union.”

Article 2 – Recognition

2.1 The City recognizes the Union as the exclusive bargaining representative for all full-time employees of the City of Belleview Police Department, as certified by the Public Employees Relations Commission in Certification 2117, in the following classifications:

INCLUDED: All police officers employed by the City of Belleview within the classifications of Sergeant, Corporal, Patrolman First Class, and Patrolman.

EXCLUDED: Chief of Police, Lieutenant, and all other employees of the City of Belleview.

Article 3 – Voting

3.1 Bargaining unit employees whom are registered to vote and whose work hours do not allow sufficient time for voting shall be allotted sufficient time upon approval by a supervisor and not to exceed two (2) hours time off, with pay, to vote during primary, special, or general elections.

3.2 If utilizing time off, with pay, to vote, employees shall be required to notify in writing or by e-mail their immediate supervisor of their intent to vote in advance and receive approval prior to taking the time.

3.3 Employees will be allowed to vote while on duty for so long as staffing levels are not negatively impacted. Employees will, however, make reasonable efforts to vote via absentee ballots or during early voting periods.

Article 4 – Management Rights

4.1 It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force.

4.2 If it is determined that civil emergency conditions exist including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the City Administrator during the time declared emergency, provided that the wage rates and monetary fringe benefits shall not be suspended. Impacted employees and the Union shall be given notice in writing (email) with as much advanced notice as possible.

4.3 Management may exercise any Management rights as set forth in Chapter 447, Florida Statutes and/or as determined by the Public Employees Relations Commission or a Court of competent jurisdiction.

Article 5 – Work Stoppages

5.1 Neither the Union nor employees shall participate in a strike against the City by instigating or supporting in any manner a strike. Any violation of this Article shall subject the violator to the penalties provided under Florida Statute Section 447.507 or any other applicable law.

Article 6 – Dues Deductions

6.1 The City agrees to deduct from the pay of employees covered by this Agreement, dues imposed on its employees by the Union, an amount certified in writing by the Union. Dues shall be deducted from each employee of the bargaining unit, after the employee individually requests such deductions. The City will begin such deductions no later than 30 days after the Human Resource Department has received the signed authorization form. The Union shall advise the City of any change in dues, in writing, at least 30 days prior to its effective date.

6.2 The City shall transfer funds to the Union by the agreed-upon method (Check/ACH/Direct Deposit) to the account or recipient provided by the Union.

6.3 Insufficient Pay for Deduction:

In the event an employee's salary earnings within any pay period, after deduction of court mandated deductions, withholding of social security, retirement, health insurance, and any other Citywide deductions are not sufficient to cover dues, it will be the responsibility of the Union to collect these dues for that pay period directly from the employee.

6.4 Termination of Deductions:

Deductions for Union dues shall continue until either: (1) revoked by the employee by providing the City's Human Resources Director and the Union with 30 days written notice that he is terminating the prior authorization; (2) the termination of employment of the authorized employee; or (3) the transfer, promotion, or demotion of the authorized employee out of this bargaining unit.

6.5 Indemnification:

The Union shall indemnify, defend, and hold the City, its Officers, Officials, Agents, and Employees harmless against any claim, demand, suit, or liability (monetary or otherwise), and for all legal attorney's fees and costs arising from any action taken in complying with this Agreement. The Union shall promptly refund to the City any funds received per this Agreement, which are in excess of the amount of dues that the City has agreed to deduct.

Article 7 – Nondiscrimination

7.1 Neither Party shall discriminate nor sanction intimidation against any employee because of the employee's membership in the Union and non-union membership or their political affiliation, or for the exercise of any rights or privileges provided under this Agreement or by any Federal, State or Local Law, or Ordinance. The parties also agree that they will not discriminate against any employee because of their race, ancestry, ethnicity, color, religion, national origin, sex, age, sexual orientation, gender identity, marital or familial status, genetic information, military or veteran status, or physical or mental disability. Nothing in the Agreement prohibits an employee from utilizing an appropriate Local, State, or Federal Agency for the purpose of filing a discrimination complaint.

7.2 Any references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

7.3 The Union agrees to adhere to the City's Equal Employment Opportunity Policy against sexual harassment and any other type of harassment.

Article 8 – Call-Back, Call-Out, and Stand-by Pay

8.1 Call-Back Time

An unscheduled return to duty status is necessitated by a failure to comply with directions from a supervisor or failure to comply with policy (e.g. an employee is called back to return Departmental property or to correct or re-submit improperly completed reports, correspondence, or legal process). An employee called back to work after regular working hours shall be compensated for actual hours worked.

8.2 Call-Out Time

A. An unscheduled return to duty status requiring a commute by a full-time member shall be considered a call-out. A return to duty status is only considered unscheduled if, when the member last left duty status, the member was not aware of having to return to duty at any other time than that on the work schedule, and if the member had less than ten (10) hours' notice of the schedule change. Work time scheduled in advance, even if the work time is during a member's normal time off, is not considered a call-out.

1) Call-outs shall be paid at the rate of time and one-half with a minimum of two (2) hours, regardless of the actual time physically worked during the work period.

2) Compensation for call-outs for members with an assigned radio and agency vehicle shall be computed from the time the member logs in-service and concludes when the member logs out of service with the Telecommunications Section or when the member would have reported to normal duty, whichever is sooner.

3) Call-out time shall not be subject to flex unless the member chooses to do so within the current pay period.

8.3 On-Call Duty

A. On-call time is defined as periods in which the employee is ordered or required by the Police Chief (or designee) to be readily accessible by telephone and not performing actual work, but in readiness to perform actual work when the need arises. Employees shall, when placed on stand-by, be prepared to arrive at the department, within one (1) hour after being called out. If traffic or another unforeseen circumstance will impact the ability of the member to respond within 1 hour, the member is required to notify their direct supervisor as soon as the unforeseen circumstance is known to them.

B. Such On-Call time, when the employee is not working, is not considered time worked, but is compensated at the rates designated by the City "On-Call Rotation Compensation Policy" as governed by the City Handbook issued Summer 2023.

C. Members in an authorized On-Call status are authorized limited use of their department vehicle to facilitate an expeditious return to duty. If the member is using the department vehicle while in an on-call status, the member shall be prepared to respond directly to the location of the call-out upon notification they are being called out, which includes proper attire and the equipment necessary to respond.

Article 9 – Prevailing Rights, Rules, and Regulations

9.1 All sections of the Employee Handbook and Belleview Police Department's General Orders, including any amendments thereto, apply to the bargaining unit members unless there is an express conflict between the General Orders and the Agreement, in which case this Agreement shall apply.

9.3 The City/Chief shall have the right to promulgate any rule, policy, or procedure not in conflict with this Agreement. The FOP retains the rights to negotiate the impact of any change in policy that is in conflict with this Agreement.

9.4 The Union agrees that its employees shall comply with all rules and regulations. Disciplinary action may be taken after the adoption of a new rule or regulation, the employee knew or should have known of the policy/General Order change. All employees are expected to have knowledge of the rule or regulation change by the end of the next shift.

9.5 The Police Chief may implement, without Union involvement or approval, an emergency SOP or General Order when warranted. As soon as reasonably practical, the Police Chief will notify a Union Department Representative of the emergency SOP, and the Union may request impact bargaining.

9.6 When a General Order, policy, or procedure referred to in this agreement is modified, the modification shall be substituted in every place in this agreement where the original appears.

9.7 The City/Chief will provide the FOP with anticipated adjustments to, amendments of, and proposed new Policies, General Orders, Training Bulletins, Special Orders, etc. applying to bargaining unit members, so that the FOP may give comments and/or recommendations on the subject within ten (10) working days (Monday through Friday) from the date submitted. It is further recognized that there may be emergency situations or exigent circumstances where the City/Chief deems it appropriate to take immediate action regarding General Orders or Special Orders applying to bargaining unit members. In those instances, the FOP will be notified after the fact and may then respond if an adjustment is recommended.

9.8 The FOP shall not have input into City/Police Department policies and procedures that do not pertain to bargaining unit members.

Article 10 – Union Business & Publication of Agreement

10.1 A Union Department representative “Steward” or designee shall be permitted to serve a formal grievance while on duty. All other union-related business is prohibited while the employee is on duty.

10.2 The Union Department Representative or designee may be permitted time off, with pay, at the Police Chief or their designee’s discretion to attend to union business that directly affects the City. Examples of compensable activities include, but are not limited to, attending grievance meetings, attending arbitration, and attending collective bargaining negotiations between the City and the Union.

10.4 The City and the Union will cooperate regarding formatting before publication. Upon completion of such a review, the City will furnish to the Union an electronic copy via e-mail in digital (Word) format. Within five (5) business days of the Agreement’s final approval, the City will post the final Agreement on the City’s Intranet site and advise each member via email of the Agreement’s availability on the site.

10.5 Employees while on duty, workload permitting, shall be allowed to vote on the Collective Bargaining Agreement (CBA/”contract”) or any proposed amendment (MOU/MOA) during their shift hours.

10.6 Beginning February 1st, 2026, each union member shall “donate” two (2) hours of vacation time annually, into a “Union Pool Time” account. “Union Pool Time" can be used by the FOP Union Steward or designee to attend union meetings, conferences, and training sessions. The Union steward shall confirm with City payroll/fiscal to ensure that sufficient time (funds) is available for use prior to submission of their time sheet.

Article 11 – Vacation/Sick Leave

11.1 Annual leave is a benefit extended to full-time employees for personal relaxation and family enjoyment, and employees are encouraged to take vacation leave. Annual vacation leave, when used, does not count towards time worked for the purposes of FLSA overtime. Use and administration of Vacation time shall be in accordance with the "Employee Handbook" version listed as "Summer 2023."

11.2 Sworn members - Accrual of annual Leave hours is as follows:

Years of Service	Paid Vacation Hours
Up to 5 years	80 hours per year
Beginning 5th year	120 hours per year
Beginning 10th year	160 hours per year
Beginning 20th year	200 hours per year

11.3 Employees are entitled to accrue annual leave with pay on a bi-weekly basis and are eligible to utilize this benefit after completion of six (6) months of continuous satisfactory service following date of regular full-time employment, with appropriate approval.

11.4 The appropriate number of annual leave hours will be credited to the employee every pay period.

11.5 Annual leave shall not be taken prior to the date it is earned/accrued.

11.6 Annual leave shall be used in a minimum of one-quarter hour increments, with the exception of leave pursuant to the Family and Medical Leave Act.

11.7 Annual leave must be appropriately approved.

Payment of Annual Leave upon Separation

11.8 Employees resigning voluntarily will receive vacation leave credit earned as of the date of resignation. There will be a maximum vacation accrual carryover of three hundred (300) hours from year to year. The accrued vacation will be paid out at the employee's rate of pay at the time of separation/dismissal. Employees dismissed or discharged for theft or destruction of City property, an employee of the public's property, or another employee's property, will not receive the earned vacation leave. Employees dismissed/separated for any other reason will receive payment for the vacation leave except those dismissed/separated during the probationary period.

Sick Leave Accrual

11.9 . Sick leave does not count towards time worked for purposes of FLSA.

11.10 Accrual of sick leave is as follows: 4 hours per pay period (106 hours per year)

11.11 Employees shall be able to use sick leave as earned/accrued.

11.12 Employees who do not utilize their earned/accrual sick leave during the year in which it is earned may accumulate it for carryover with a 1,080-hour accrual limit.

Uses of Sick Leave:

11.13 An eligible employee shall be able to use sick leave as earned, subject to approval, and the same may be granted for the following purposes:

11.14 Personal illness or injury of employee, which is non-work, related or connected with City service;

11.15 Work related injury to supplement workers' compensation benefits to include hours missed as a result of light duty;

11.16 Personal illness or injury of an employee of the employee's immediate family, as defined by the City Employee Handbook;

11.17 Medical or dental consultation or treatment of the employee or minor children of the employee; or immediate family employee as defined City Employee Handbook issued in "Summer 2023."

11.18 Temporary impairment (work connected and/or non-work connected.).

Sick Leave Bank

11.19 The Sick Leave Bank procedure is set forth in Article 46.

Sick Leave payment upon separation of employment

11.20 Compensation for Unused Sick Leave Upon Separation of Service At time of separation from the City shall be governed by paragraph "5" of the City Vacation Policy as listed in the handbook issued "Summer 2023."

Vacation Time Buy-Back

11.21 Employees are eligible to participate in the vacation buy-back program as governed by paragraph "7" of the City Vacation Policy as listed in the handbook issued in "Summer 2023.".

Article 12 –Shift Assignment & Bidding

12.1 Effective the first shift bid in 2026:

Shift Bid Process

12.2 All sworn bargaining unit members shall participate in a shift and rotation bid process every four (4) months, based on seniority with the Belleview Police Department. The shift bid shall be conducted no less than forty-five (45) calendar days prior to the effective date of the next rotation. The four (4) month schedule blocks are: January through April, May through August and September through December.

Seniority and Tie-Breaking

12.3 Bids shall be awarded in order of seniority as defined by the member's continuous full-time service with the Belleview Police Department. In the event of a tie in seniority, time in their current rank shall be the determining factor. If a tie remains, the final determination shall be made by lot in the presence of a representative from the bargaining unit and the Chief or designee.

Limitations on Consecutive Assignments

12.4 No member may be assigned to the same shift for more than two (2) consecutive bid periods, unless no other shift bid preference remains or unless mutually agreed.

Hardships

12.5 Members may request a change in shift/rotation based on a documented "Hardship," in writing to the Chief of Police.

Shift Vacancies

12.6 The Chief may solicit requests for changes in shift/rotation assignments based on vacancies for the remaining duration of the bid cycle.

Article 13 – Holidays

13.1 HOLIDAYS OBSERVED

A. The following and any other days that the City Council may declare are City holidays.

1.	New Year's Day	January 1
2.	Martin Luther Day	Third Monday in January
3.	Washington's Birthday	Third Monday in February
4.	Memorial Day	Last Monday in May
5.	Juneteenth	June 19th
6.	Independence Day	July 4
7.	Labor Day	First Monday in September
8.	Veteran's Day	November 11
9.	Thanksgiving Day	4th Thursday in November
10.	Friday after Thanksgiving	4th Friday in November
11.	Christmas Eve Day	December 24th
12.	Christmas Day	December 25th
13.	Personal Day*	

* A floating holiday that is not designated by the City in order to bridge a mid-week holiday will be credited to each employee for their use, as they deem appropriate. Holiday hours (including the floating holiday) will not rollover from calendar year to the next calendar year. Personal & Floating holiday hours do not count as time worked for FLSA overtime calculations.

B. The City will determine when any department or operation will be closed in observance of a holiday.

13.2 ELIGIBILITY FOR HOLIDAY PAY

A. All full-time employees will receive an equivalent of their regular shift as holiday hours paid at straight time for each of the holidays earned. In addition to receiving the appropriate eight, ten or twelve hours of holiday pay at straight time, non-exempt (hourly) employees who work on a City-designated holiday will receive time and a half their hourly rate for hours worked that day. Overtime calculations will apply only to hours actually worked and in accordance with the Fair Labor Standards Act.

B. For members not assigned to "shift work," when a holiday falls on a Saturday, the preceding Friday shall be observed as the official holiday for that year. When a holiday falls on a Sunday, the following Monday shall be observed as the official holiday.

C. Members who take time off during a pay period that includes a holiday may use their leave time for the time off and will also be paid the holiday pay at the regular pay rate. The time sheets must show the leave time and the

holiday for those employees desiring to use their leave time. Members still have the option to not use the leave time for one day off and allow the holiday to bring them to the full pay week (80 hours). Holiday pay for sworn officers is always added to the timesheet calculation after all hours are calculated.

13.3 HOLIDAY COMPENSATION

A. "Holiday Pay" for members is compensated at an equivalent shift of pay. For purposes of this provision, an "equivalent shift" shall mean the member's regularly assigned and scheduled shift, whether eight (8), ten (10), or twelve (12) hours in duration. Members shall receive holiday compensation equal to the full length of their designated shift assignment to ensure that no member is disadvantaged in pay due to differences in shift scheduling.

13.4 HOLIDAY ON LEAVE DAY- WORKERS' COMPENSATION

A. Holidays that occur during vacation leave shall be charged to holiday hours and not to vacation leave.

B. When a holiday falls within a period of leave of absence without pay, the employee shall not be paid for the holiday. Should a holiday occur during sick leave, the holiday shall be charged to holiday leave.

Article 14 – Uniforms

14.1 All uniforms, safety equipment and protective clothing which employees are required to wear in performance of their work shall be furnished by the City to employees without cost. It shall be the obligation of the employees to maintain such items in good and presentable condition and to notify the City in advance of a need for repair or replacement of any such item.

14.2 The City makes the determination as to what type of uniforms, protective clothing and safety equipment are to be purchased and provided to its employees.

14.3 Upon termination of employment with the City, all issued articles of clothing and equipment shall be surrendered by the employee. The employee will not be held accountable for equipment and clothing that are deemed unserviceable due to normal wear and tear. Equipment and/or clothing that are otherwise unserviceable or missing shall be treated as an advance on wages earned, and are the responsibility of the employee and, to the extent permitted by law; the cost for those items may be deducted from the employee's final paycheck.

14.4 Only clothing issued by the City, or approved by the Police Chief are to be worn while on duty. Bargaining unit employees may wear one union pin on dress uniforms.

14.6 Criminal Investigations Unit employees and employees assigned to positions requiring non-issue clothing will receive a one-time five hundred dollars, net ($500) per year clothing allowance. If an employee enters the unit after October, the clothing allowance shall be prorated monthly. Employees who leave the unit are not required to reimburse the clothing allowance.

14.7 Employees will also receive an annual shoe allowance of $115.00, paid in the first full pay period in January.

14.8 In accordance with Policy 212.10, Members shall receive $28.00 per month to offset Uniform cleaning expenses.

a) Effective October 1st,2026 the amount shall be $38.00 per month.
b) Effective October 1st, 2027 the amount shall be $48.00 per month.

Article 15 – Hours of Work & Overtime

For the purpose of this Agreement, a shift means the time during which an employee is scheduled on duty. Any significant changes in the current shift configurations shall be bargained with the Union.

15.1 The standard payroll workweek shall begin at 0001 hours Sunday and end at 2400 hours Saturday. Officers assigned to work twelve (12) hour shifts shall be scheduled to work an average of eighty (80) hours per fourteen (14) day pay period.

A. Bargaining unit members will be assigned by the Chief (or designee) to one of the following 12-hour shifts, with no separately designated unpaid meal break:
   1) Day shift: 0600 hours to 1800 hours
   2) Mid/Evening shift: 1200 hours to 000 hours
   3) Night shift: 1800 hours to 0600 hours
B. Management reserves the right to modify the swing shift hours (outlined in (2) above) depending on changes in call volume patterns and will provide no less than 15 calendar days' notice.
C. Management reserves the right to modify the swing shift hours (outlined in (2) above) due to special events and provide proper notice if this swing shift schedule changes.

15.2 The Police Chief or designee will define assignments for specialty pay.

15.3 Employees regular schedule will include a minimum of two (2) consecutive days off during each workweek unless their unit's work schedule causes a backward rotation in days off (e.g., a change from Sunday/Monday of one (1) week to Sunday/Saturday of the next). This does not prohibit the scheduling of mandatory training time.

15.4 No employee shall be required to work a split shift or back-to-back work shifts. Whenever a shift rotation occurs, employees will be entitled to at least eight (8) scheduled hours of off duty time prior to returning to work. It is understood that overtime may preclude eight (8) off-duty hours between shifts. During a daylight savings time change, employees will be entitled to at least seven (7) hours of off-duty time should a shift rotation occur.

15.5 Except as provided in this Agreement or in operational emergencies, an employee will not be required to adjust hours, shift, or days off from those scheduled with less than seven (7) calendar days (168 Hour) advance notice. In those instances, where adjustments in the schedule occur, the employee will be given as much advance notice as possible.

15.6 Employees assigned to Criminal Investigation Division, are subject to adjustments of their hours and/or days to meet the circumstances at hand. Management will give as much advance notice as possible when adjustments are made. This provision shall not apply to a City ordinance-permitted public assembly, parade or an event held at any City property when the Department has at least five (5) calendar days' notice of the event.

15.7 It is understood that a daylight-saving time change will cause the time clocks to be advanced one (1) hour during the Spring of each year. The City agrees that employees working during the actual time period when the clocks are advanced will be paid as time worked for the one (1) hour loss from the standard work shift.

15.8 The Department may elect to create a different regular shift, not to exceed 12 hours, in which case employees may be scheduled to work an average of eighty (80) hours per fourteen (14) day pay period.

15.9 Employees shall be required to work overtime when ordered. Overtime shall be scheduled following departmental General Orders and administered following the provisions of this Agreement.

15.10 All authorized time worked, except for line-up time, in excess of the basic work week shall be paid at the premium overtime rate of time and one-half (1 ½) hours pay at the regular hourly rate or, at the employee's discretion, compensatory time at the rate of one and one- half (1 ½) for each hour or portion thereof worked.

15.11 An employee ordered to return to work overtime shall be paid for a minimum of two (2) hours or the actual hours worked, whichever is greater. This minimum does not apply to hours scheduled and appended to the employee's regular shift.

15.12 Employees required by the Department to attend training sessions outside of their regularly scheduled hours of work will be compensated in accordance with the provisions of the Fair Labor Standards Act. Employees required by the Department to attend training sessions during their scheduled hours of work shall not be charged paid leave time to make up the difference between the length of a training session and their regularly scheduled hours of work. Employees will receive a full shift of pay if released early from training. This full shift of pay shall only apply if the short training day would cause the employee to fall below the normally scheduled hours worked for the week.

15.13 An employee ordered to attend any previously scheduled meeting that occurs outside of regular working hours or during the employee's regularly scheduled work hours when the employee has previously been told or permitted to take the day off (example: holiday) shall be compensated for actual hours worked. However, the employee shall receive a minimum equivalent to two (2) hours of straight pay. The two (2) hour minimum shall not apply when the meeting is scheduled to begin within one (1) hour of the start of the shift, in which case there shall be a one (1) hour minimum. If the meeting occurs within one hour of the end of the employee's shift, the employee's shift will be extended, and the employee paid for the actual time worked.

15.14 Pay Policy for City-Sponsored Special Events: All hourly employees who work a Special Event sponsored by the City will document the hours in the timesheet. Those hours will be calculated and paid in accordance with the overtime policy.

Article 16 – Seniority & Layoff

16.1 Seniority for the purpose of this Agreement is defined as follows:

A. Classification Seniority:

Shall refer to service time as a police officer, police officer first class, police corporal, and police sergeant. Classification seniority for officers with no rank is defined as the total prior service as a sworn law enforcement officer for the Belleview Police Department. Employees within each respective rank shall determine classification seniority based on the employee's appointment to that rank.

B. Departmental Seniority:

Shall be defined as total prior credited service as a sworn law enforcement officer for the Belleview Police Department and will be equal to the employee's total length of service as a sworn employee of the City.

Should a separated bargaining unit employee subsequently return to City employment and have prior service, the employee's seniority date shall be adjusted to reflect their past service.

16.2 Classification Seniority shall be used for layoff, recall, and vacation preference. Seniority will be considered as a factor when transferring employees.

16.3 In the event of a layoff for any reason, the Department and the Union will meet to determine the layoff procedure.

Article 17 – Discipline and Discharge

17.1 The City shall not discipline or dismiss any regular employee bound by this Agreement except for proper cause and the only exception to this shall be to a probationary employee who has not been appointed as a regular employee. Progressive discipline is a structured process used to address employee performance or conduct issues through a series of escalating corrective measures. It aims to provide fair and consistent treatment by offering employees opportunities to correct behavior before severe penalties are imposed. Typically, the process begins with informal steps, such as verbal warnings or counseling, and may progress to written warnings, performance improvement plans, suspensions, and, as a last resort, termination. Each step is documented, and the employee is informed of the issue, expected improvements, and consequences of continued non-compliance. Progressive discipline ensures due process, promotes accountability, and aligns with the principles of just cause in the police collective bargaining agreement.

17.2 It is agreed that the Police Department has the right to discipline or discharge employees for just cause in accordance as contained in this Agreement, with General Orders 201.0 and 202.0. Disciplinary matters shall be subject to the grievance procedures.

17.3 During the term of this Agreement, all complaints, reprimands, or other records of disciplinary action, to include CJSTC forms, against each employee that are reduced to writing and placed in his/her personnel file, shall be duplicated and a copy sent to the employee, if requested by the employee.

17.4 The procedure for discipline and discharge shall be in accordance with the General Orders of the Department as issued by the Chief of Police, or designee, as contained in this Agreement and Florida Statute Chapter 112, et. Seq.

17.5 The City of Belleview shall comply with the procedures set forth in “Weingarten Rights” (NLRB vs. J. Weingarten), “Garrity Rights” (Garrity v. New Jersey) and Florida Statutes Chapter 112 (Law Enforcement Officers Bill of Rights), as amend by statute and/or applicable court rulings, whenever an officer is under investigation that could result in disciplinary action.

17.6 Upon written request to the Chief of Police, and with the Police Chief’s written approval, an employee may forfeit accrued vacation leave and or compensatory time, in lieu of a suspension without pay. Utilization of vacation leave not yet accrued shall not be permitted.

17.7 Prior to the “Subject Officer(s) investigatory interview, all documents and evidence shall be made available to the Subject Officer(s) in an online “share folder,” with sufficient time for review. This is in no way a waiver of rules governed by “Administrative Warnings.” Employees will not be compensated if they choose to review case evidence during off-duty time.

17.8 All oral testimony given in an interview conducted by the assigned investigator(s) shall be sworn testimony.

17.9 Nothing herein shall prevent the Department from investigating an anonymous complaint.

17.10 Discipline Resolution:

A. An employee may request in writing a meeting to discuss the resolution of the charges filed against the employee.
B. The meeting will be attended by the employee and will be allowed to request the presence of a FOP representative and/or counsel, and any other person deemed necessary by the Chief of Police or designee.
C. The purpose of the meeting will be to discuss potential discipline and to determine if a consensus can be reached on the appropriate discipline, if any.
D. If the parties reach a consensus, that consensus will be reduced to writing by the Police Chief's designee and forwarded to the Chief of Police for approval.
E. If the Chief of Police approves the agreement, the consensus reached shall be implemented, and the investigation and grievance process is considered complete.
F. If, however, the Chief of Police does not approve the proposed agreement, the matter will progress as if no meeting had been held.
G. Nothing discussed at any meeting so held shall be binding upon either party until a final report is approved by the Chief of Police, and nothing discussed at the meeting shall be used against the employee if a consensus is not implemented.

17.11 Discharge of probationary police officers shall not be subject to the grievance/arbitration procedure until after successful completion of the probationary period when the rank of regular police officer is attained.

17.12 The FOP shall be notified at least one (1) business day prior to the imposition of discipline when the recommended discipline is termination/separation.

17.13 When considering discipline history and past practice, cases beyond four (4) years shall not be considered.

17.14 Restitution may be issued in accordance with City policy for verbal or written disciplinary actions.

17.15 Unless exigent circumstances exist, administrative interviews of “Subject Officers” shall be scheduled no less than three (3) work days of notice to the member and Union, from the investigating officer.

17.16 During internal investigations or interrogations, questions must be limited to the circumstances surrounding the employee's alleged violation and information relating directly to the violation at hand. In instances of alleged criminal acts and with respect to the investigation of charges involving a series of alleged misconduct, such as harassment, questions may also be asked relating to other violations of the same category. Employees will be required to answer truthfully all case-related questions asked of them.

17.17 Levels of Violations

A. Level 1

1. Description

(a) First occurrence of minor violations

(b) Repeated or similar misconduct within 12 consecutive months enhances the third violation to Level 2

(c) Combination of any three (3) Level 1 violations within 12 consecutive months enhances the third violation to Level 2.

2. Corrective Action Options – Non-disciplinary

(a) Remedial training and/or

(b) Education and/or

(c) Verbal Counseling and/or

(d) Personnel Log Entry and/or

(e) Voluntary restitution and/or

(f) Psychological Services and/or

(g) Other non-disciplinary action

B. Level 2

1. Description

(a) First occurrence of Level 2 violation

(b) Enhanced violation from Level 1

(c) Repeated or similar misconduct within 24 consecutive months enhances the third violation to Level 3

(d) Combination of any three (3) Level 2 violations within 24 consecutive months enhances third violation to Level 3

2. Corrective Action Options – Non-disciplinary

(a) Written Reprimand

C. Level 3

1. Description

(a) First occurrence of Level 3 violation

(b) Enhanced violation from Level 2

(c) Repeated or similar misconduct within 24 consecutive months enhances the third violation to Level 4

(d) Combination of any three (3) Level 3 violations within 24 consecutive months

enhances the third violation to Level 4

2. Discipline Options

(a) Up to three (3) days loss of vacation leave or suspension

D. Level 4

1. Description

(a) First occurrence of Level 4 violation

(b) Enhanced violation from Level 3

(c) Repeated or similar misconduct within 24 consecutive months enhances violation to Level 5

2. Discipline Options

(a) Up to thirty (30) days loss of vacation leave or suspension

E. Level 5

1. Description

(a) First occurrence of Level 5 violation

(b) Enhanced violation from Level 4

(c) Second Level 4 violation within 24 months

2. Discipline Options

(a) Up to ninety (90) loss of vacation leave or suspension

(b) Last Chance Agreement

F. Level 6

1. Description

(a) First occurrence of Level 6 violation

(b) Second occurrence of Level 5 violation

2. Discipline Options

(a) Demotion

(b)Termination

17.18 Assigned Discipline Levels by Rule of Conduct Violation as listed in General Order 200.1:

1. Level 3
2. Level 4
3. Level 4
4. Level 4

5. Level 5
6. Level 3
7. Level 6
8. Level 2
9. Level 4
10. Level 3
11. Level 1
12. Level 2
13. Level 3
14. Level 2
15. Level 2
16. Level 2
17. Level 3
18. Level 1
19. Level 2
20. Level 2
21. Level 6
22. Level 4
23. Level 1
24. Level 2
25. Level 2
26. Level 2
27. Level 2
28. Level 5
29. Level 4
30. Level 2
31. Level 3
32. Level 2
33. Level 4
34. Level 1
35. Level 3

36. Level 3
37. Level 1
38. Level 2
39. Level 5
40. Level 3
41. Level 4
42. Level 6
43. Level 2
44. Level 3
45. Level 2
46. Level 2
47. Level 2
48. Level 2
49. Level 3
50. Variable (Dependent on specific rule violated – Level 1 to 6)
51. Level 3

Article 18 – Grievance Procedure

18.1 A bargaining unit employee covered by this agreement may elect to pursue their grievance through the grievance procedures provided in Article 18, excluding Arbitration. Bargaining unit employees will follow all written and verbal orders given by superiors, even if such orders are alleged to be in conflict with this agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the Grievance.

18.2 A "Grievance" is a claimed violation of a specific provision of this agreement. No grievance will or need to be entertained or processed unless presented in the manner described herein and unless filed in a manner provided herein within the time limits prescribed herein. A grievance may be filed by a bargaining unit employee or by the Union. In either case, the procedure to be followed will be the same. Grievances, which are filed by the Union on behalf of the Union itself or the entire bargaining unit, shall be filed with the Chief or their designee, within the time period prescribed in Step 1.

18.3 Grievances will be filed utilizing the attached Grievance Form and processed in the following manner and strictly in accordance with the following stated time limits.

Step 1: An aggrieved bargaining employee shall present in writing the grievance to the aggrieved employee's Lieutenant within five (5) of the employee's work days of the occurrence of the event(s) which gave rise to the grievance. The grievance shall be signed by the employee and shall state: (a) The date of the alleged events which gave rise to the grievance; (b) the specific Article or Articles and paragraphs of this Agreement allegedly violated; (c) statement of the fact pertaining to or giving rise to the alleged grievance; and (d) the specific relief requested. If the Lieutenant deems appropriate, the Lieutenant may meet with the Grievant, their Representative, and the Union State Labor Representative prior to issuing their decision. The Lieutenant shall, within five (5) of the employee's work days after presentation of the grievance, render their decision on the grievance in writing with copies to the grievant (if an individual employee), the Union, the Police Chief and the Human Resources Director.

Step 2: Any grievance, as filed in writing at Step 1, which cannot be satisfactorily settled with the Lieutenant, shall be taken up with the Police Chief. The grievance as specified in writing in Step 1 above, shall be filed with the Police Chief within five (5) of the employees' work days after the due date of the Lieutenant's response in Step 1 above. The Chief of Police shall, within fourteen (14) calendar days after filing of the grievance, meet with the Grievant, their Representative, and the Union State Staff Representative. The Police Chief shall, within five (5) of the employees' work days after the grievance meeting, render their decision on the grievance in writing, with copies to the Grievant (if an individual employee), the Union, and the Human Resources Director.

Step 3: Any grievance which cannot be satisfactorily settled in Step 2 above, shall then be taken up with the City Mayor. The grievance as specified, in writing, in Step 1 above, shall be filed with the City Mayor within five (5) of the employees' work days after the due date of the Police Chief's response in Step 2 above. The City Mayor shall, within fourteen (14) calendar days after filing of the grievance meet with the Grievant, their Representative, and the Union's State Labor Representative. The City Mayor shall, five (5) of the employees' work days after the grievance meeting, render their decision on the grievance in writing, with copies to the Grievant (if an individual employee) and the Union. Step 3 may be waived by the Union or City in cases eligible for arbitration as outlined in Article 20.

18.4 Except as otherwise provided by applicable law, only the Union may advance a grievance to arbitration. The City shall not be required to process any request for arbitration or arbitrate any matter not authorized by the Union in writing. Any grievance which cannot be satisfactorily settled in Step 3 above and is authorized by the Union for Arbitration, shall then be eligible for Arbitration in accordance with the Arbitration article set forth within this Agreement.

18.5 Nothing in this article shall prohibit a mutual agreement between the City and the Union to extend timelines outlined above.

Article 19 – Grievance Form

Fraternal Order of Police Discipline Grievance Form

Belleview Police Department

Grievant Information

Name: _____ Date: _____

Rank/Position: _____ Badge Number: _____ Contact

Phone: _____ Email: _____

Incident Details

Date of Incident: _____

Location of Incident: _____ Supervisor

Issuing Discipline: _____ Type of

Discipline Imposed: _____

Description of Grievance

(Please provide a detailed description of the incident, including the specific collective bar- gaining agreement provisions or policies violated.)

_____

_____

_____

Remedy Sought

(Please state the specific remedy or resolution you are seeking.)

_____

_____

Grievance Process

Step 1: Lieutenant Review

Submitted to: _____ Date: _____

Response Due By: _____

Lieutenant Signature: _____ Date: _____

Step 2: Chief of Police Review

Submitted to: _____ Date: _____

Response Due By: _____

Chief Signature: _____ Date: _____

Step 3: City Mayor Review

Submitted to: _____ Date: _____

Response Due By: _____

Mayor Signature: _____ Date: _____

Grievant Acknowledgment

I certify that the information provided is accurate to the best of my knowledge.

Signature: _____ Date: _____

FOP Representative (if applicable)

Name: _____ Signature: _____ Date: _____

Article 20 – Arbitration

20.1 A violation of CBA language and/or when any employee covered by this agreement receives a disciplinary action of forty (40) hours of suspension or greater, a demotion or is terminated, and files a grievance, which is not satisfactorily resolved by the Grievance Procedure set forth in Article 18, within ten (10) business days after receipt of the decision from Step 3 if applicable, the grievant if authorized by the Union, or the Union on the grievant's behalf, may give to the City Administrator a written notice of its/his desire to submit the matter to arbitration.

20.2 Within five (5) business days from the receipt of such notice by the City Mayor, a letter shall be directed by the Union and the City representative to Florida Department of Administrative Hearings (DOAH) requesting a list of seven (7) arbitrators. Within ten (10) business days after receipt of the list of arbitrators, the parties shall meet to strike the names of Arbitrators. The Union and the City representative will alternately eliminate one (1) at a time from said list of persons until only one (1) remains, and this person shall be the arbitrator. The City representative and the Union will alternate in the right to first strike names in successive arbitrations.

20.3 The Arbitrator shall be selected from a panel of Arbitrators furnished by the American Arbitration Association or the Federal Mediation and Conciliation Service.

20.4 It is contemplated that the City and the Union shall mutually agree in writing as to the statement of the matter to be arbitrated prior to the hearing. If this is done, the arbitrator shall confine their decision to the particular matter specified in the Submission Agreement. In the event of failure of the parties to so agree on a statement of the issue(s) to be submitted, the arbitrator will confine their consideration to the written statement of the grievance presented at the initial Step of the grievance procedure.

20.5 As promptly as possible after the arbitrator has been selected, they shall conduct a hearing between the parties to consider the subject matter of the dispute. The decision of the arbitrator will be served upon the aggrieved employee, the Union and the City in writing. It will be the obligation of the arbitrator to the City and the Union to make every effort to rule on the cases(s) heard by him within thirty (30) calendar days of the hearing.

20.6 The arbitrator shall consider and decide only on the specific grievance issue(s) submitted to them in writing by the Union and the City if jointly agreed, if not, only upon written grievance as initially filed, or as amended pursuant to Article 18 of this Agreement. They shall have no other authority to consider or rule upon any other matter.

20.7 The power and authority of the arbitrator shall be limited to the application and interpretation of the terms of the Agreement as herein set forth. The arbitrator shall not have the power or authority to add to, subtract from or modify any of the terms or conditions or to limit or impair any right that is reserved to the City, the Union, or the employee(s), or to establish or change any rate of pay which has been set by this Agreement.

20.8 The decision of the arbitrator is final and binding on all parties and the grievance shall be considered permanently resolved.

20.9 All claims for back wages shall be limited to the amount of ordinary wages that the employee otherwise would have earned from employment by the City. In making any awards for back wages, the arbitrator shall consider any arguments concerning any income received by the employee during the relevant time period. All claims for any other sums of money shall be limited to monies or benefits payable under this Agreement.

20.10 The expense of the arbitration shall be borne by the losing party. Where the Union is not a party and does not represent the aggrieved employee in the arbitration proceedings, the losing party, either the City or the employee will bear the entire expense of arbitration. Each party shall bear all costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and/or stenographic services.

20.11 The party requesting arbitration may withdraw from the arbitration proceedings at any time, however, the withdrawing party shall assume full responsibility for any arbitrator costs related thereto.

20.12 If the grievant is not represented by the Union at the arbitration proceedings, the City shall require the grievant to make an appropriate deposit of cash, money order, or certified check to be held by the City in escrow toward payment of the arbitration costs. If there is a dispute as to the appropriate deposit, said dispute shall be submitted, in writing, to the arbitrator for resolution prior to the hearing. This deposit must be made at least ten (10) calendar days prior to the date of the scheduled arbitration hearing.

20.13 Neither the Union nor any employee terminated during their initial probationary period (New Hire Probationary Employee) shall be allowed to arbitrate their termination.

20.14 Nothing in this article shall prohibit a mutual agreement between the City and Union to extend timelines outlined above.

Article 21 – Health and Safety

21.1 Members shall not be required to participate in any form of physical abilities test (PAT).

Article 22 – On-the-Job Injuries (Workers' Compensation)

22.1 Injuries occurring in the performance of duties (Workers' Compensation) will be governed by the City of Belleview Employee Handbook and applicable Florida Law. To the extent that the City's Employee Handbook conflicts with applicable Florida Law, the Provisions of Florida Law will apply.

22.2 Employees injured on duty, who are not cleared to return to work the remainder of their shift, shall be paid for that full shift of work.

22.3 Employees who are subject to a worker's compensation claim shall be compensated at their regular hourly rate of pay to attend medical and physical therapy appointments while on light duty when the appointments are during their shift.

22.4 Any law enforcement officer as defined in FS 943.01 (1), (2), or (3) who, while acting within the course of employment as provided by FS 440.091, is maliciously or intentionally injured and who hereby sustain a job-connected disability compensable under FS 440.15(11), shall be carried in full-pay status rather than being required to use sick, annual, or other leave. Full-pay status shall be granted only after submission to the employing agency's head of a medical report which gives a current diagnosis of the employee's recovery and ability to return to work. In no case shall the employee's salary and workers' compensation benefits exceed the amount of the employee's regular salary requirements.

Article 23 – Educational and Training Reimbursement

23.1 Educational Reimbursement Provisions:

Members shall be eligible to the "Educational Reimbursement Policy" benefits as provided and governed in paragraph "3" of "Miscellaneous Employment Policies" as contained in the Employee Handbook issued "Sumer 2023"

23.2 Law Enforcement Training:

1. Effective January 1, 2026: Upon written request by the member via the Chain of Command, they shall be allowed to attend up to eighty (80) hours of advanced training courses while "on duty" biannually.

2. Desired training classes must be those approved by known and commonly accepted law enforcement training governing bodies such as FDLE, CJSTC, FBI, DEA, DHS, FAA, NHTSA, IACP, IPTM, etc., and/ or training offered in conjunction with other Law Enforcement agencies (ie, Marion County Sheriff's Office, Lake County Sheriff's Office, Ocala Police Department, Gainesville Police Department).

3. Requests should be made no less than thirty 30 calendar days prior to the date of training.

Article 24 – Working out of Classification

24.1 When an employee as assigned by the Chief of Police to temporarily work in a higher pay grade, City policy shall apply as governed by the employee handbook issued “Summer 2023.”

Article 25 - Certification Renewals and Re-certifications

25.1 The City will pay for classes required to maintain state certification. If employees are absent due to sick leave/vacation, time trades/etc., then the employee is solely responsible to schedule the training hours.

Article 26 – Light Duty & Impairment Benefits

26.1 The current Police Department policy shall apply, except that all employees who are subject to a worker's compensation claim shall be compensated at their regular hourly rate of pay to attend medical and physical therapy appointments while on light duty. Employees will schedule appointments outside of scheduled work hours when possible.

Article 27 – Promotions & Demotions

27.1 The purpose of this article is to establish a fair and impartial procedure to select qualified individuals for promotion.

27.2 Police Officers will complete their probationary period after one (1) year from the date of appointment as a probationary police officer in good standing with the Department and will be considered a permanent Police Officer. Completion of the probationary period shall occur the later of: a period of one year after appointment as a Probationary Police Officer or upon finishing a six (6) month period of service that is not restricted according to currently existing Department policy following completion of the Field Training Program if the training was delayed for reasons other than FTO availability. Should a Probationary Police Officer successfully complete probation later than one year after appointment, the employee's rank date and pay increases will be retroactive to that first-year anniversary.

27.3 A Police Officer must meet the following minimum standards to be eligible for promotion to First Class Police Officer:

a) Must be a sworn full-time police officer
b) Must complete two years of service as a police officer with the Belleview Police Department, unless an exemption has been made by the Chief of Police
c) Must have no less satisfactory Performance Evaluations
d) Must not be on disciplinary or rank probation at the time of examination or promotion
e) Must complete 80 hours of continuing education police training
f) Must successfully complete a written examination with a minimum score of 75 percent

27.4 A First Class Police Officer must meet the following minimum standards to be eligible for promotion to Corporal:

a) Must have served in the rank of First Class Police Officer with the Belleview Police Department for at least two years unless an exemption is provided by the Chief of Police
b) Must have no less than satisfactory Performance Evaluations
c) Must not be on disciplinary or rank probation at the time of examination or promotion
d) Must have 160 hours of continuing education police training
e) Must successfully complete a written examination with a minimum score of 75 percent

27.5 A Corporal must meet the following minimum standards to be eligible for promotion to Sergeant:

a) Must be a Corporal with two years' minimum experience with the Belleview Police Department.
b) Successfully completed a line supervision course or middle management, or registered to attend w/in the immediate six months.
c) Must have completed 240 hours of accredited police training.
d) Must have completed at least 12 credit hours towards a college degree
e) Must have three years of continuous service with the Belleview Police Department.
f) Must have five years of cumulative experience as a certified police officer in the state of Florida.

g) Must have no less than satisfactory Performance Evaluations

h) Must not be on probation at the time of promotion

i) Must successfully complete a written examination with a minimum score of 75 percent

j) Must successfully complete an Assessment Center or oral board. Only those who make at least the minimum score on the written exam will appear before the Assessment Center or oral board.

27.6 The City, not less than sixty (60) days prior to the examination, shall announce the following:

A. The date of the examination, eligibility requirements and cut-off date for sign-up.

B. Reference and sources from which examination questions are drawn. A Master Set of source materials will be available for review at PD Headquarters. All questions may not come from a specific book but may be developed from normal job-related experiences. The City will provide for the electronic distribution of source material that is available in this format.

C. The exam components.

27.7 Successful candidates will remain on the promotional list for twenty-four (24) months. In the event that bargaining unit members have the same score on the examination, those members will be ranked by agency seniority.

27.8 The actual promotion of one individual over another in any promotion shall not be subject to the grievance procedure.

27.9 All members who are eligible to take the Corporal or Sergeant's Promotional Exam as set forth in this article who are assigned to military duty at the time of the test, must contact the department's testing administrator at least thirty (30) calendar days prior to the test date. It is the responsibility of the activated employee to provide the department's testing administrator with the name and contact information of the employee's Commanding Officer a minimum of thirty (30) days prior to the scheduled date of the exam. The department's testing administrator will work with the employee's Commanding Officer to coordinate administration of the exam at a location acceptable to both the City and the employee's Commanding Officer. It is the responsibility of the employee to obtain the necessary study materials to prepare for the exam.

27.10 When the Chief of Police determines that a vacancy in the rank of Sergeant is to be filled, the position shall be filled at the need of the department and at the discretion of the Chief of Police. If a Sergeant position is vacant and there is a current eligibility list during that time, the vacancy must be filled from the current list even if there is a test scheduled in the near future. If there exists an opening to the rank of Probationary Sergeant and a Police Officer becomes ineligible for promotion due to a pending and unresolved discipline inquiry, the filling of the Sergeant's position may be extended beyond twenty (20) days to allow the completion of the investigation. Said extension and investigation shall not exceed sixty (60) calendar days.

27.11 The eligibility lists created by this Agreement shall be the only lists of eligible candidates for promotion to the position of Police Sergeant. These lists shall be posted on official departmental bulletin boards for a period of not less than

thirty (30) calendar days. Alternatively, these eligible lists may be distributed electronically to the employee's work email.

27.12 Eligible members shall submit a "promotional packet" with the information requested as designated by the Chief of Police.

27.13 Promotions shall establish a new classification anniversary date.

A. Employees, when promoted, shall be compensated as governed in Article 35.

27.14 An employee may be demoted to a position of lower grade for which they are qualified for any of the following reasons:

A. When the employee demonstrates unsatisfactory performance during the probationary period following a promotion.
B. When the employee voluntarily requests a demotion.
C. As a disciplinary action.
D. When an employee would otherwise be laid off because the position is being abolished, because the position is being reclassified to a lower pay grade, due to lack of work or funds or because of the return to work from authorized leave of another employee to such a position in accordance with the rules on leave.

27.15 Employees demoted to a lower classification will be placed in the lower pay grade with a decrease in pay commensurate with their new grade at the step equivalent to longevity of service to the agency.

27.17 Accrued vacation leave, as well as sick pay or compensatory time as applicable, taken after the demotion effective date will be paid out at the employee's new rate of pay.

27.18 Demotions shall establish a new classification anniversary date as of the effective date of the demotion. A Sergeant or Corporal demoted to Officer/ Police Officer First Class will be recognized as total time as a sworn member when determining classification and agency seniority.

Article 28 – Insurance

BENEFITS AND MISCELLANEOUS RULES

28.1 The City of Belleview Employee Handbook will govern insurance policies and procedures in this Agreement. The City reserves the right to negotiate with insurance carriers of its choice; to add or modify current or future insurance provisions. The City agrees to provide the Union representative with information related to, and changes or modifications to, the City's insurance policies.

28.2 Bargaining Unit members will pay the same rates as non-bargaining unit City of Belleview employees.

28.3 Any removal/cancellation in Medical Health Care insurance plan availability (Employee, Spouse, Family) shall be bargained with the Union.

Article 29 – Bereavement

29.1 The current City policy shall apply.

29.2 Any reduction of “Bereavement” leave time shall be impact bargained.

Article 30 – Court Time

30.1 Court Time

A. Time spent by members appearing in person, in the legal process in their off-duty hours on behalf of the City, in their official capacities, shall be paid for hours worked. The employee will be paid for a minimum of three (3) hours when reporting during off-duty hours. The three (3) hour minimum shall not apply when the court appearance is scheduled to begin within one hour of the start or one hour of the end of the employee's shift. In such circumstances, the employee's shift will be extended, and the employee will be paid for hours actually worked.

In the event of two or more legal proceedings on the same date, an employee may receive only one “three-hour minimum” allocation when the proceedings are conducted within the same three-hour period. If a legal proceeding begins within the same three-hour period, the employee will be credited actual time for those hours, or portions thereof, that exceed the original three-hour allocation.

B. Time spent by members appearing on-line, in the legal process in their off-duty hours on behalf of the City, in their official capacities, shall be paid for hours worked. The employee will be paid for a minimum of two (2) hours when reporting during off-duty hours. The two (2) hour minimum shall not apply when the court appearance is scheduled to begin within one hour of the start or one hour of the end of the employee's shift. In such circumstances, the employee's shift will be extended, and the employee will be paid for hours actually worked.

In the event of two or more legal proceedings on the same date, an employee may receive only one “two-hour minimum” allocation when the proceedings are conducted within the same three-hour period. If a legal proceeding begins within the same three-hour period, the employee will be credited actual time for those hours, or portions thereof, that exceed the original two-hour allocation.

30.2 Officers who are subpoenaed by defense attorneys (Public Defender) for deposition shall be compensated in accordance with Article 30.1

30.3 Any other changes to the current subpoena, court or stand-by processes shall require the City to bargain with the Union over such changes.

Article 31 – Operational Policies and Procedures

31.1 The City and the Police Department shall maintain current and up-to-date operational policies and procedures, which shall be documented in an official policy manual accessible to all members. Any orders or communications issuing new procedures, including those disseminated via email or other temporary means, shall be considered temporary and valid for no longer than thirty (30) calendar days from the date of issuance. Within this 30-day period, such temporary orders or communications must be incorporated into a new policy or a revised existing policy in the official policy manual to remain in effect. Members shall not be held accountable for information or directives disseminated solely via email or other temporary means beyond the 30-day period, unless such information has been formally incorporated into the official policy manual.

31.2 **Training and Implementation**

Upon adoption of new or revised policies, the Department shall provide any applicable training to all affected employees within ninety (90) calendar days to ensure understanding and compliance.

Article 32 – Bulletin Boards & Email

32.1 The City shall provide the Union with a space in a convenient place in the Police Department for the Union's bulletin board. The Union shall provide the bulletin board.

32.2 The Union's bulletin board may be utilized for the posting of notices of Union Meetings, notices of Union elections and results, minutes of Union meetings, copies of the Union's constitution and bylaws and amendments thereto, notices of Union recreational and social functions, names of Union officials and changes thereto, and notices of dues increases.

32.3 The Union shall post no material on its bulletin board which may be characterized as political (other than internal Union Elections) or controversial, which may encourage insubordinate behavior, or which is derogatory or demeaning of City or Departmental officials or operations. All materials placed upon the Union bulletin board will be signed and dated by the Union President. A copy of all materials to be posted shall be provided to the Police Chief or their designee prior to posting. Materials that violate the provisions of this Article shall not be posted and may be removed by the Police Chief.

32.4 The Union may communicate with members by their "City" email address as necessary and shall comply with the standards set forth above.

32.5 The Union shall be provided with dedicated space and use of the Department's "KWeb" for posting of union documents and event calendar. All submissions to be stored and posted in "KWeb" must follow the current "IT" policy and procedures.

Article 33 – Take Home Vehicles

33.1 The current City and Department policy shall apply.

33.2 In the event the City elects to reduce, or otherwise restrict the geographic residency requirement for participation in the take-home vehicle program, or if the City elects to suspend or terminate the program in whole or in part, such action shall be subject to impact bargaining with the Union prior to implementation. The City agrees that no change to the program shall be unilaterally imposed without providing the Union notice and an opportunity to bargain over the impacts of such change on bargaining unit members, consistent with the requirements of Chapter 447, Florida Statutes. The City further agrees that the status quo shall be maintained, and no modification or termination of the program shall be implemented, until the parties have completed the bargaining process or reached lawful impasse resolution. Any violation of this provision shall constitute a grievable matter and shall be subject to the grievance and arbitration procedure set forth in this Agreement.

Article 34 – Drug and Alcohol Testing

34.1 All employees covered by this Agreement shall be governed by the provisions of the City of Belleview's Employee Handbook and Drug Free Workplace Program.

34.2 Prior to imposing disciplinary action related to results of drug and testing, the City and Union representative will meet within ten (10) days of having received results and prior to imposing discipline, if the employee contends that they had a prescription and had the same prescription at the time of the drug testing. The purpose of the meeting will be to discuss an amicable resolution proposed by the member.

Article 35 – Wages

35.1 Effective the 1st full pay period of October 2025, Bargaining Unit Members shall be paid as set forth in 35.2 herein-below. The pay plan is based on 2080 annual hours worked.

35.2 Effective October 2025, 2026 and 2027 wages for each Member will be as set forth below. If a member is promoted, then their wages will be adjusted as provided in paragraph "35.4" herein-below:

Officer	October 2025	October 2026	October 2027
Driggers	$60,000.00	$61,800.00	$63,654.00
Hesler-Brown	$65,554.00	$67,520.62	$69,546.24
Tyler	$65,554.00	$67,520.62	$69,546.24
Rodriguez	$65,554.00	$67,520.62	$69,546.24
Ortega	$68,486.00	$70,540.58	$72,656.80
Eaglen	$68,486.00	$70,540.58	$72,656.80
Hunt	$68,486.00	$70,540.58	$72,656.80
Eckert	$68,486.00	$70,540.58	$72,656.80
Harrington	$75,026.85	$77,277.66	$79,595.99
Esquivel	$82,268.16	$84,736.20	$87,278.29
Butcher	$92,915.89	$95,703.36	$98,574.46

35.3 All new hires shall receive pay as set forth for a patrolman.

35.4 A Member who is promoted will receive the pay indicated for their rank in the pay schedule set forth below or a pay increase of 5%, whichever is greater. New officers completing probation is not a promotion.

Patrolman

2025	2026	2027
$ 60,000.00	$ 61,800.00	$ 63,654.00

PFC

2025	2026	2027
$ 65,554.00	$ 67,520.62	$ 69,546.24

Corporal

2025	2026	2027
$ 68,486.00	$ 70,540.58	$ 72,656.80

Sergeant

2025	2026	2027
$ 81,840.00	$ 84,295.20	$ 86,824.06

35.5 Members will remain at the pay they attained on the expiration of this Agreement with no additional advance in grade or lump sum payments unless and until a new collective bargaining agreement provides for a further raise.

35.6 At the Chief of Police's discretion, they may place a "new hire" with certified law enforcement service with a 5% pay increase above starting pay.

35.7 **Shift Differential pay:**

a) Members regularly working or assigned to an "Evening Shift" (more than 6 hours scheduled after 1500 hours) shall receive a 1 ½ % increase to their base hourly pay.

b) Members regularly working or assigned to an "Midnight Shift" (more than 6 hours scheduled after 2300 hours) shall receive a 3% increase to their base hourly pay.

Article 36 – Transfers and Work Assignments

36.1 The Department and the Union both recognize that deviation from existing shift schedules shall not be arbitrary but shall be based on legitimate manpower needs or workload requirements. The Department does not waive its right to determine work schedules.

36.2 The Department agrees to give non-probationary employees reasonable notice, if possible, of any work and shift changes. If the work or shift changes are permanent, the City will give the employee at least seven (7) days' notice.

Article 37 – Specialty Pay

37.1 Effective May 1st, 2026, Bargaining unit employees who are permanently assigned as Field Training Officers (FTO) shall be compensated at the rate of thirty dollars ($30.00) per each shift they perform the duties of a Field Training Officer.

Article 38 – Savings Clause

38.1 This agreement is made in the full belief by both parties hereto that it is in every respect legal. If any Article, clause, sentence, or part of this Agreement is, for any reason, held to be legally invalid or unenforceable in any respect, such a decision shall not affect the remaining provisions of this Agreement.

Article 39 – Personnel Files

39.1 It is agreed that each employee of the Bargaining Unit or their representative, so designated in writing and signed by the employee, shall have access as promptly as possible to inspect or copy any document appearing in his official personnel file folder, with the exception of medical records, in the presence of duty authorized employees of the Department of Human Resources. The City will, to whatever extent practicable, assist the employee or their designated representative in obtaining one free photocopy of any such document.

39.2 All records will be maintained in accordance with Florida Statute 119.01, Florida Public Record Law in the Human Resources Department.

Article 40 – Replacement of Personal Property

40.1 The City agrees to reimburse the full cost of prescription eye glasses and contact lenses not to exceed two-hundred dollars ($200.00) and up to one-hundred dollars ($100.00) for wrist watches damaged in the line of duty, provided that adequate proof of such damage, the circumstances of the event and proof of value of the damaged items are presented to the Police Chief or their designee for processing, approval, and verification of loss. Payment will be made within forty-five (45) days after the employee has submitted the necessary documentation. The Police Chief is the final authority as to whether there is sufficient evidence or valid documentation to warrant a reimbursement.

Article 41 – Off-Duty Details

41.1 The current Department policy shall apply with the addition of the following:

A. All Off-Duty Details shall go through the City's designated system. Outside Off-Duty Details are those paid by an entity other than the City.

42.2 City-related Off-Duty Details will be paid at the member's applicable hourly time-and-a-half rate with no minimum number of hours. City-related Off-Duty Details are those paid by the City through the normal payroll process.

A. Outside Off-Duty Details will be a minimum of three hours and follow the pay rate below.

1) Members shall receive a minimum of $60.00 per hour.

2) Members shall receive a minimum of $70.00 per hour on recognized City Holidays.

Article 42 – Appendices and Amendments

42.1 Appendices and amendments (if any) to this Agreement shall be lettered or numbered, dated, and signed by the parties, and shall constitute part of this Agreement.

Article 43 – Outside Employment

43.1 The City of Belleview's policies and procedures shall govern outside employment even where the employment was secured prior to any collective bargaining agreement.

Article 44 – Pension & Retirement

44.1 The City and the Union agree to follow all applicable Florida Law and City Ordinance as it pertains to the pension and retirement plan.

44.2 The City of Belleview shall provide a Defined Benefit Plan to all members. The "Officer" contribution shall be 5% of salary.

44.3 The Union and its members reserve the right to determine the application of excess tax monies provided to the City of Belleview as outlined and governed by FSS 185.

44.4 Detailed information on the plans is on file within the City Human Resources Office.

Article 45 - Cameras and Cell Phones

45.1 The current Department policy on use of Body Worn Cameras and use of Cellular Phones shall apply.

45.2 Unless compensated, employees shall not be required to carry a City cell phone or answer routine calls during off hours.

Article 46 – Sick Leave Bank

46.1 The current City policy shall apply.

Article 47 – Longevity

47.1 Effective **January 1,2026**:

A. An annual Longevity payment based on years of credited service as a sworn employee will be paid to current bargaining unit employees.

B. Longevity pay is calculated on an employee's anniversary date as of September 30th of each fiscal year.

C. Payment of the Longevity sum shall be made annually on the **first pay period in November** of each year.

Years of Service	Amount Per Year / Per Year
4 to less than 10 years	$50.00
10 to less than 15 years	$60.00
15 to less than 20 years	$70.00
20 to less than 25 years	$80.00
25 years or more	$90.00

47.2 Those employees in the unit who retire with twenty (20) years or more of service, regardless of the month they retire, will receive a prorated share of their Longevity based upon the number of full months served in their final year of employment. Full months of service will be counted from October 1st.

Article 48 – Duration

48.1 This Agreement shall be effective as of October 1, 2025 and shall remain in full force and effect through midnight on September 30, 2028.

48.2 On or after October 1, 2027, the Union and City agree to open negotiations for a successor agreement.

48.3 Any notice to be given under this Article of Agreement shall be given in writing (email) between the City of Belleview and the Florida State Fraternal Order of Police.

In witness whereof, the parties have caused this Agreement to be signed and ratified by their duly authorized representatives.

City of Belleview, Florida	Florida State Fraternal Order of Police
_____	_____
By:_____	By:_____
Date: _____	Date: _____

Attest

City Clerk Print:

This agreement was approved and ratified by the City Council for the City of Belleview on_____, and the bargaining unit on _____.

City Administrator: Updates

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: November 4, 2025

AGENDA ITEM:

Updates: City Administrator

PRESENTING PARTY:

Mariah Moody, City Administrator

ITEM TYPE:

Other City Business/Department Updates

BACKGROUND:

RECOMMENDED ACTIONS:

ATTACHMENTS:

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

Commission: Updates

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: November 4, 2025

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.