CITY OF BELLEVIEW AGENDA
City Commission Meeting

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

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

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

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

MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE - COMMISSIONER SMITH

ROLL CALL

BOARD APPOINTMENT

Planning and Zoning Board Appointment
Reeves Application
Oath of Office - Reeves

APPROVAL OF MINUTES

Approval of the 09-15-2026 Commission Meeting Minutes and the 09-29-2026 Special Commission Meeting Minutes
09-15-2026 Commission Meeting Minutes
09-29-2026 Special Commission Meeting Minutes

PUBLIC HEARING: FINAL HEARING

Ordinance 2026-19 Abandoned and Vacant Real and Personal Property
Ordinance 2026-19 Abandoned Real and Personal Property
Business Impact Estimate - Abandoned Property

PUBLIC HEARING: FIRST READING

Ordinance 2026-18 Residential Uses in B-2 Zoning
Ordinance 2026-18 Residential Uses in B-2 Zoning.docx

SCHEDULED AUDIENCE:

Scheduled Audience: Ausley Construction
Belleview Elementary Staging Plan

Scheduled Audience: Sue Mosley - Belleview Christmas Parade

Scheduled Audience: CEP 2027 Business Creation, Retention and Attraction Services Agreement

Belleview Service - 2027 Agreement
2026 CEP Partner Investment Benefits Summary

Scheduled Audience: Dale Ferson
10-06-26 Ferson Get on the Agenda Form
Legal Memo re Hyde Park Road Dispute
37113-002-00 Map

Scheduled Audience: Belleview Youth Baseball

UNSCHEDULED AUDIENCE:

Unscheduled Audience

OTHER CITY BUSINESS/DEPARTMENT UPDATES:

City Clerk: Updates

Development Services: Updates

Finance Department: Updates

Public Works: Well No. 5 Hydropneumatic Tank Bid Award
Bid Award Recommendation Letter
RCM Utilities Bid
RCM Utilities Agreement

Public Works: Antar Unique Multi Service LLC Developer's Agreement
Antar Unique Multi Service LLC Developers Agreement

Public Works: 484 Market LLC Developer's Agreement
484 Market LLC Developers Agreement

Police Department: Updates

Information Technology: Updates

City Attorney: Updates

City Administrator: Updates

COMMISSION UPDATES

Planning & Zoning Board Appointment

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: October 6, 2026

AGENDA ITEM:

Planning and Zoning Board Appointment

PRESENTING PARTY:

Mayor Dobkowski

ITEM TYPE:

Oath of Office

BACKGROUND:

The City has received an application for appointment to the Planning and Zoning Board. The board currently has one vacant member seat for the term ending March 2028.

Applicant Information:

- Jeremy Reeves has applied to serve as a member of the Planning and Zoning Board. He is a 15-year resident of the City of Belleview, has lifelong construction experience, and currently works as a plumbing, electrical, and appliances contract through Lowes.

RECOMMENDED ACTIONS:

Appoint Jeremy Reeves to the vacant member seat on the Planning and Zoning Board.

ATTACHMENTS:

Reeves Application
Oath of Office - Reeves

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.

Board Application

First Name	Jeremy
Last Name	Reeves
Home Address	10627 SE 51st Ct
Mailing Address - if different	10627 SE 51st Ct
Email Address	Jeremyreeves@rocketmail.com
Phone Number	352-408-5381
Business Name	Honey Do Hero LLC
Business Phone	352-408-5381
Occupation	Contractor
Business Address	10627 SE 51st Ct
Brief Resume of Education and Experience	HS Diploma, Associate Degree, professional certifications Eagle Scout Lived in Belleview 15 years Plumbing, electrical, & appliances contractor for Lowes.
Are you a registered voter in the U.S. and in Belleview?	Yes
Do you currently hold a public office?	No
Are you currently serving on any Board or Committee?	No
Are you current in your City taxes?	Yes
PLEASE CHECK THE BOARD(S) YOU ARE INTERESTED IN SERVING ON	Planning & Zoning Board

Please list you qualifications to serve the above Board(s)	Contractor for Lowes Lifetime of construction experience

(Section Break)

I hereby confirm that I have read and understand this application. That all information furnished by me is true and accurate. That I am in compliance with City Codes, and that to the best of my knowledge, I meet the criteria for serving on the Board for which I am applying.	Yes

Note

A) Application effective for ONE Year from the date of completion

B) If you have questions regarding this application, please contact the City Clerk, 352-233-2109 or lmerritt@belleviewfl.org

C) Financial Disclosure form is required to be completed if appointed to a Board.

Oath of Office

PLANNING AND ZONING BOARD
OF THE CITY OF BELLEVIEW, FLORIDA

I, **Jeremy Reeves**, do solemnly swear or affirm that I am duly qualified to hold office of a Planning and Zoning Board Member in accordance with the City of Belleview Code of Ordinances Chapter 134 Division V; that I am a resident of the City of Belleview, a registered voter, and I am not delinquent in payment of property taxes for property within the corporate limits of the City; that I will uphold the Constitution of the State of Florida, Marion County, and the City of Belleview; and I will faithfully perform the duties as a member of the Planning and Zoning Board on which I now serve.

_____
Jeremy Reeves

Sworn and subscribed to me this
6th Day of October, 2026

_____
CHRISTINE DOBKOWSKI
Mayor/Commissioner

ATTEST:

_____
LEZLI MERRITT
City Clerk

Approval of Minutes

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: October 6, 2026

AGENDA ITEM:

Approval of the 09-15-2026 Commission Meeting Minutes and the 09-29-2026 Special Commission Meeting Minutes

PRESENTING PARTY:

Mayor Dobkowski

ITEM TYPE:

Approval of Minutes

BACKGROUND:

RECOMMENDED ACTIONS:

Motion to approve as received or as amended the 09-15-2026 Commission Meeting Minutes and the 09-29-2026 Special Commission Meeting Minutes

ATTACHMENTS:

09-15-2026 Commission Meeting Minutes
09-29-2026 Special Commission 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
September 15, 2026
6:00 PM

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

MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE – Commissioner Livsey

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

APPROVAL OF MINUTES:

a. **08-18-2026 and 09-01-2026 Commission Meeting Minutes and the 08-25-2026 Commission Workshop Meeting Minutes**

Motion made by Commissioner Dwyer to approve the 08-18-2026 and 09-01-2026 Commission Meeting Minutes and the 08-25-2026 Commission Workshop Meeting Minutes as presented; seconded by Commissioner Livsey.

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

PRESENTATION:

a. **Marion County Parks & Conservation Program**

Marion County Parks & Recreation Director Jim Couillard provided the City Commission with an overview of the proposed Parks & Conservation program, including potential investments in parks and recreational facilities throughout Marion County and the implementation process if voters approve the countywide bond referendum.

Commissioner Goldman joined at the meeting at 6:10 PM.

Mayor Dobkowski asked if they know the percentage of how often these types of bonds pass. Mr. Couillard stated that they typically pass 80% of the time and all preliminary polls have indicated it will pass.

Commissioner Dwyer asked what the timeline would be for the project at the Sports Complex. Mr. Couillard responded that if the bond passes and the property tax referendum does not pass, design would begin shortly after and within two (2) years, construction would begin.

PUBLIC HEARING – BUDGET:

a. Budget Presentation

Donna Collins of Milestone Professional Services gave a presentation for the budget showing the options for millage rates and budget amounts.

The Commission discussed the budget and potential implications from the property tax referendum and reached a consensus to set the millage at 5.5000.

b. Tentative Millage Resolutions for 26/27 FY

Mayor Dobkowski read Resolution 26-09 Tentative Millage for FY 26/27, Title Only. Comptroller Probus stated that the tentative operating millage for the Fiscal Year 2026/2027 is 5.5000 mills, which is 15.56% greater than the rolled back rate of 4.7596.

Mayor Dobkowski stated for the record

- "The percentage in millage over the rolled back rate needed to fund the budget is 15.56%.
- The reasons ad valorem tax revenues are increasing are due to growth and increased property value.
- The taxing authority is the City of Belleview
- The Rolled back rate is 4.7596
- The percentage of increase over the rolled-back rate is 15.56%
- The millage rate to be levied is 5.5000"

Mayor Dobkowski stated this is a Public Hearing and asked if anyone in the audience had any comments.

Motion made by Commissioner Dwyer to approve Resolution 26-09; seconded by Commissioner Goldman.

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

c. Tentative Budget Resolutions for 26/27 FY

Mayor Dobkowski read Resolution 26-11 Tentative Budget 26/27 FY, Title Only. Comptroller Probus stated that the Tentative Budget for the Fiscal Year totals $45,454,272.

Mayor Dobkowski stated this is a Public Hearing and asked if anyone in the audience had any comments.

Motion made by Commissioner Goldman to approve Resolution 26-11; seconded by Commissioner Dwyer.

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

Commissioner Goldman left the meeting at 6:54 PM

PROCLAMATION:

a. IT Professionals Day

Mayor Dobkowski read the Proclamation declaring September 15, 2026 as National IT Professionals Day. IT Director Kevin Towne and Information Tech Specialist Matthew Harvey accepted the Proclamation.

a. HR Professionals Day

Mayor Dobkowski read the Proclamation declaring September 26, 2026 as HR Professionals Day. Administrator Moody accepted the Proclamation.

b. Florida Redevelopment Week

Mayor Dobkowski read the Proclamation declaring September 14-18, 2026 as Florida Redevelopment Week. Shawna Chancey, Development Services Director, and Bob Titterington, Public Works Director, accepted the Proclamation.

Commissioner Livsey exited the meeting at 7:01 PM and rejoined at 7:03 PM.

PUBLIC HEARING: FIRST READING

a. Ordinance 2026-19: Abandoned and Vacant Real and Personal Property

Mayor Dobkowski read Ordinance 2026-19 Abandoned and Vacant Real and Personal Property, Title Only. Development Services Director Chancey gave an overview of the Ordinance stating that Ordinance 2026-07 was adopted on final reading at the April 7th Commission meeting. Finance staff subsequently identified an error in Section 2.269, which incorrectly granted authority to the clerk or designee for the collection, allocation, and expenditures of said revenue. Ordinance 2026-19 corrects this language to vest that authority in the City Administrator or designee. In addition, the prior Ordinance referred to a vacant and abandoned building fund that shall be administered in a separate line item. Ordinance 2026-19 replaces that phrase with the vacant and abandoned building account.

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

Motion made by Commissioner Livsey to approve Ordinance 2026-19; seconded by Commissioner Smith.

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

PUBLIC HEARING: FINAL READING

a. Ordinance 2026-10: Annexation - US 441 Development LLC

Mayor Dobkowski read Ordinance 2026-10 Annexation - US 441 Development LLC, Title Only. DSD Chancey gave an overview of the Ordinance, first approved at the August 18, 2026 meeting, that the subject parcels, owned by US 441 Development LLC, are commercially zoned properties being annexed into the City of Belleview at the owner's request. The properties are surrounded by commercial and residential uses, have access to US HWY 441 and SE 100th Street, and have City water and sewer available.

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

Attorney Landt stated that the there was scrivener's error on the first page and would need to be amended.

Motion made by Commissioner Dwyer to approve Ordinance 2026-10 as amended; seconded by Commissioner Livsey.

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

b. Ordinance 2026-17: Small Scale Comprehensive Plan Amendment SSC25-0003, Figueroa

Mayor Dobkowski read Ordinance 2026-17 Small Scale Comprehensive Plan Amendment SSC25-0003, Figueroa, Title Only. DSD Chancey stated the Ordinance, first approved at the August 18, 2026 meeting, concerns the property, owned by Rocio Perez Figueroa, was annexed into the City in March 2026 and is being developed with a single-family home. The home will connect to City water, while a nitrogen-reducing septic system has been permitted due to the lack of sewer service. The applicant requested rezoning from Marion County A-1 General Agriculture to City AG Agriculture and a Future Land Use change from Medium Residential to City Medium Density Residential. The proposed designations are compatible with the intended use and surrounding area.

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

Motion made by Commissioner Smith to approve Ordinance 2026-17; seconded by Commissioner Dwyer.

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

PUBLIC HEARING: RESOLUTION

a. Resolution 26-07: Fund Balance Policy

Mayor Dobkowski read Resolution 26-07 Fund Balance Policy, Title Only. Interim Comptroller Garri stated that staff reviewed and updated the City's Fund Balance Policy to clarify the classification, use, commitment, and assignment of fund balance and the order in which classifications are utilized. The policy establishes a goal of maintaining an unassigned General Fund balance equal to at least two months of regular operating expenditures, determined annually through the budget process, to support financial stability and long-term planning.

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

Motion made by Commissioner Livsey to approve Resolution 26-07; seconded by Commissioner Dwyer.

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

UNSCHEDULED AUDIENCE:

a. Ronnie Woods

Mr. Woods came forward to inform the Commission that progress is being made on the City's entrance sign. He also asked whether the Commission would allow a kids/teens night at Lake Lillian or the Community center. The Commission agreed and directed Mr. Woods to coordinate with Administrator Moody and Community Engagement Liaison Vass for renting the spaces.

b. Kenneth Thompson

Mr. Thompson spoke that he was concerned about the recent development that has been occurring and asked whether there would be some type of barrier between the new development on 55th Ave Rd and his home. DSD Chancey stated that there are buffer requirements, but she does not know what they will have as they have not submitted any plans to date.

OTHER CITY BUSINESS/DEPARTMENT UPDATES:

a. City Clerk: Utility Billing Write-Off Analysis

Clerk Merritt stated that the utility billing write-off for FY 2024 and FY 2025 was approved at the September 1, 2026 meeting. A formal analysis was unavailable at the time, but the analysis was completed and available for review. The analysis shows some of the main causes of write-off amounts were refunded deposits, delayed disconnections, lack of balance transfers, and major leaks and/or billing issues. Clerk Merritt further reviewed the actions that have been taken within the last six (6) months to remedy the issues.

b. Development Services: N/A

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: N/A

COMMISSION UPDATES:

Commissioner Dwyer: N/A

Commissioner Livsey: N/A

Commissioner Goldman: N/A

Commissioner Smith: N/A

Mayor Dobkowski:

Discussed the cancellation of the December 1st Commission Meeting as it falls directly after the Thanksgiving Holiday. The Commission agreed to cancel the meeting.

Adjournment: Meeting adjourned by Mayor Dobkowski at 7:24 PM.

Attest:

_____

Lezli Merritt, MPA
City Clerk

CITY OF BELLEVIEW
CITY COMMISSION SPECIAL MEETING
MINUTES

Belleview City Hall	Mayor CHRISTINE K. DOBKOWSKI
Commission Room	Seat 1 MICHAEL J. GOLDMAN
5343 SE Abshier Blvd.	Seat 2 RAY DWYER
Belleview, FL	Seat 3 RONALD T. LIVSEY
September 29, 2026	Seat 4 ROBERT "BO" SMITH
6:00 PM	

MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE – Commissioner Livsey

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

PUBLIC HEARING – BUDGET:

a. Budget Summary

Comptroller Probus gave a brief overview of the budget including a correction of a calculation error, which resulted in a reduction of $182,012 in property tax and fund balance reserve.

b. Resolution 26-12 Final Millage for 26/27 FY

Mayor Dobkowski read Resolution 26-12 Final Millage for FY 26/27, Title Only. Comptroller Probus stated that the final operating millage for the Fiscal Year 2026/2027 is 5.5000 mills, which is 15.56% greater than the rolled back rate of 4.7596.

Mayor Dobkowski stated for the record

- "The percentage in millage over the rolled back rate needed to fund the budget is 15.56%.
- The reasons ad valorem tax revenues are increasing are due to growth and increased property value.
- The taxing authority is the City of Belleview
- The Rolled back rate is 4.7596
- The percentage of increase over the rolled-back rate is 15.56%
- The millage rate to be levied is 5.5000"

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

Motion made by Commissioner Goldman to approve Resolution 26-12 Final Millage for 26/27 FY; seconded by Commissioner Livsey.

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

c. Resolution 26-13 Final Budget for 26/27 FY

Mayor Dobkowski read Resolution 26-13 Final Budget 26/27 FY, Title Only. Comptroller Probus stated that the Final Budget for the Fiscal Year totals $45,272,260.

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

Motion made by Commissioner Dwyer to approve Resolution 26-13; seconded by Commissioner Goldman.

Commissioner Smith wanted to note for the public that there has not been an increase in seven (7) years despite materials, services, operations, and personnel costs all rising

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

Adjournment: Meeting adjourned by Mayor Dobkowski at 6:06 PM.

Attest:

_____
Lezli Merritt, MPA
City Clerk

Public Hearing: Final Reading of Ordinance 2026-19

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: October 6, 2026

AGENDA ITEM:

Ordinance 2026-19 Abandoned and Vacant Real and Personal Property

PRESENTING PARTY:

Shawna Chancey, Development Services Director

ITEM TYPE:

Public Hearing: Final Reading

BACKGROUND:

This Ordinance, first approved on September 15, 2026, corrects Ordinance 2026-07 which was adopted at the April 7th Commission meeting. Finance staff identified an error in Section 2.269, which incorrectly granted authority to the clerk or designee for the collection, allocation, and expenditures of said revenue. Ordinance 2026-19 corrects this language to vest that authority in the City Administrator or designee. In addition, the prior ordinance referred to a vacant and abandoned building fund that shall be administered in a separate line item. Ordinance 2026-19 replaces that phrase with the vacant and abandoned building account.

RECOMMENDED ACTIONS:

Motion to Approve, Approve as Amended, or Not Approve Ordinance 2026-19 Abandoned and Vacant Real and Personal Property, on Final Reading, Title Only.

ATTACHMENTS:

Ordinance 2026-19 Abandoned Real and Personal Property
Business Impact Estimate - Abandoned Property

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

ORDINANCE 2026-19

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

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

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

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

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

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

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

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

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

"Chapter 2 – Administration

ARTICLE VI. ABANDONDED AND VACANT REAL AND PERSONAL PROPERTY

Sec. 2-255. Purpose and intent.

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

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

Sec. 2-256. Definitions.

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

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

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

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

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

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

Enforcement officer or *Code Compliance Officer* means any designated employee or agent of the City whose duty it is to enforce codes and ordinances enacted by the City Commission including, but not limited to, code inspectors, law enforcement officers, animal control officers, fire safety inspectors, the chief of police or the chief's designee, or any other person so duly designated by resolution of the City Commission.

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

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

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

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

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

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

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

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

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

Sec. 2-257. Applicability.

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

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

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

Sec. 2-259. Penalties.

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

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

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

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

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

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

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

3. The annual registration fees are as follows:

   Residential:

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

   Commercial:

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

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

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

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

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

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

Sec. 2-261. Maintenance requirements.

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

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

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

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

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

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

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

Sec. 2-262. Public Nuisance.

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

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

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

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

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

Sec. 2-263. Structural and building standards.

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

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

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

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

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

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

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

Sec. 2-264. Security requirements.

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

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

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

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

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

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

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

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

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

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

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

TO REPORT PROBLEMS OR CONCERNS CALL:

(phone # of management company contact)

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

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

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

Sec. 2-266. Immunity of enforcement officer.

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

Sec. 2-267. Additional authority.

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

Sec. 2.268. Inquiry, inspection, and notice.

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

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

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

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

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

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

Sec. 2.269. Vacant and abandoned building account.

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

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

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

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

CERTIFICATE OF ADOPTION AND APPROVAL

The above and foregoing ordinance was duly read and approved upon **First Reading** by a ___ to ____ vote of the City Commission of the City of Belleview, Florida, at a Regular Meeting held on September 15, 2026. Said ordinance was duly read, passed, and adopted upon **Final**

Reading by a ___ to ___ vote of the City Commission of the City of Belleview, Florida at a Public Hearing held on October 6, 2026.

_____
CHRISTINE DOBKOWSKI
Mayor

Attest:

_____
LEZLI MERRITT
City Clerk

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

_____
FREDERICK E. LANDT, III
City Attorney

CERTIFICATE OF ADVERTISING

I HEREBY CERTIFY that foregoing Ordinance was advertised for a Public Hearing on the county's publicly accessible website on September 25, 2026 in accordance with Florida Statutes.

_____
LEZLI MERRITT
City Clerk

Business Impact Estimate

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

Proposed ordinance's title/reference:
Ordinance 2064-19 Abandoned Real and Personal Property

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

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

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

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

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

Ordinance 2026-19 is proposed for the purpose of reducing blight by requiring owners of vacant and abandoned buildings to register such properties.

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

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

Ordinance 2026-19 imposes new charges or fees on businesses/owners of abandoned and chronically vacant properties.

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

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

The city estimates that approximately 30 private, for-profit businesses are vacant in the city and, therefore, would potentially be subject to Ordinance 2026-19. [cite source of data]

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

Public Hearing: First Reading of Ordinance 2026-18

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: October 6, 2026

AGENDA ITEM:

Ordinance 2026-18 Residential Uses in B-2 Zoning

PRESENTING PARTY:

Shawna Chancey, Development Services Director

ITEM TYPE:

Public Hearing: First Reading

BACKGROUND:

At the August 18, 2026 meeting, the Commission considered prohibiting new residential construction to prevent an overconcentration of residential uses in B-2 zones; staff was directed to draft an ordinance to implement the prohibition. The proposed ordinance would preserve existing residential uses and permit their continued use. It would allow mixed-use buildings, including upper-floor flats and loft apartments, as well as on-site residences for managers, security personnel, or owners.

RECOMMENDED ACTIONS:

Motion to Approve, Approve as Amended, or Not Approve Ordinance 2026-18, Residential Use in B-2 Zoning, on First Reading, Title Only.

ATTACHMENTS:

Ordinance 2026-18 Residential Uses in B-2 Zoning.docx

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

ORDINANCE 2026-18

AN ORDINANCE AMENDING SUBSECTIONS (1), (2) AND (3) OF SECTION 134-252 (b) TO PROVIDE FOR LIMITATIONS ON PERMITTED RESIDENTIAL USES IN THE B-2 ZONING CLASSIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Whereas, Section 134-252 (b) of the City Code provides for the uses allowed in Community Business Zoning Classification (B-2); and

Whereas, Section 134-252 (b) provides that Single-family dwellings, Duplexes (two-family) dwellings, and Multifamily dwellings are permitted in Community Business Zoning Classification (B-2); and

Whereas, the City Commission finds that Residential uses in the Community Business Zoning Classification B-2 should be consistent with those set forth in the City's Comprehensive Plan; and

Whereas, the City Commission finds that Section 134-252 (b) should be amended as set forth herein below.

NOW THEREFORE, BE IT ORDAINED by the City Commission of the City of Belleview, Florida, that Subsections (1), (2) and (3) of Section 134-252 (b) is of the City Code are amended to read as follows:

"134-252 Community Business (B-2).

(b) *Permitted uses.*

(1) Mixed-use structures where the principal use is commercial (i.e. upper flats and loft apartments);

(2) Single-family dwellings accessory to the commercial use of a property (i.e. on-site managers, security personnel, or owner residence); and

(3) Residential reuse of an existing structure within the CRA."

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

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

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

CERTIFICATE OF ADOPTION AND APPROVAL

The above and foregoing ordinance was duly read and approved upon **First Reading** by a ___ to ____ vote of the City Commission of the City of Belleview, Florida, at a Regular Meeting held on October 6, 2026. Said ordinance was duly read, passed, and adopted upon **Final Reading** by a ___ to ___ vote of the City Commission of the City of Belleview, Florida at a Public Hearing held on October 20, 2026.

_____
CHRISTINE DOBKOWSKI
Mayor

Attest:

_____
LEZLI MERRITT
City Clerk

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

_____
FREDERICK E. LANDT, III
City Attorney

CERTIFICATE OF ADVERTISING

I HEREBY CERTIFY that the foregoing Ordinance was advertised for a Public Hearing on the county's publicly accessible website on October 9, 2026 in accordance with Florida Statutes.

_____
LEZLI MERRITT
City Clerk

Scheduled Audience: Ausley Construction

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: October 6, 2026

AGENDA ITEM:

Scheduled Audience: Ausley Construction

PRESENTING PARTY:

Mariah Moody, City Administrator

ITEM TYPE:

Action Items

BACKGROUND:

Ausley Construction is requesting temporary access through City-owned property located at the rear of the Public Works facility. The requested access would connect to the adjacent construction site for the new Belleview Elementary School building.

Dustin Magamoll, representative for Ausley Construction, will attend the meeting to discuss the request with the City Commission and answer any questions regarding the proposed access.

City Administrator Mariah Moody and Public Works Director Bob Titterington have met with representatives from Ausley Construction and reviewed the proposed temporary access. Staff does not anticipate any issues with allowing the requested access.

Any clearing, grading, or other preparation necessary to establish and maintain the temporary access route will be performed at the expense of Ausley Construction and at no cost to the City. Upon completion of the project or when the temporary access is no longer needed, Ausley Construction will be responsible for restoring the affected City property to the satisfaction of the City.

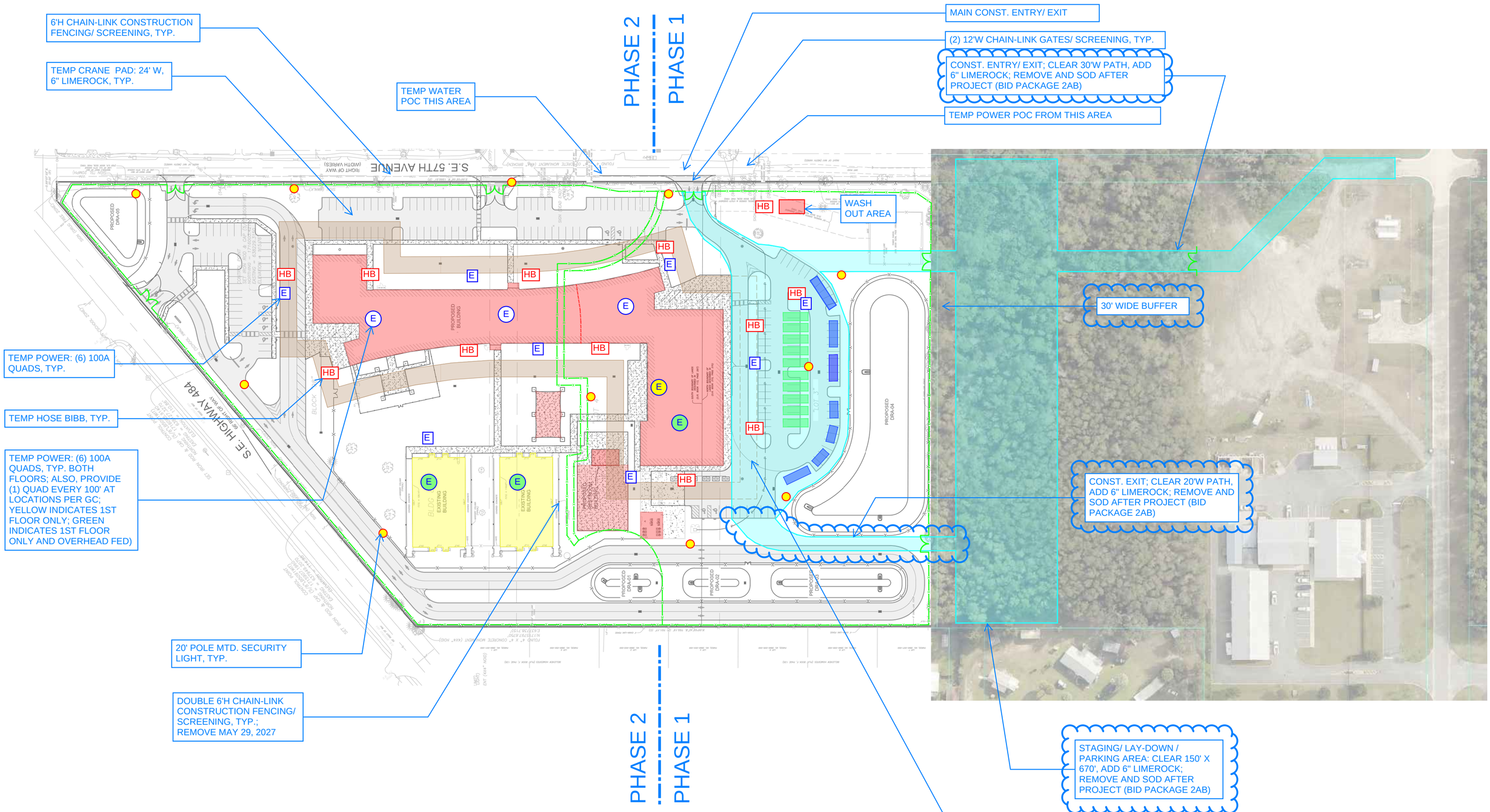
RECOMMENDED ACTIONS:

Staff recommends approval of Ausley Construction’s request for temporary access through City-owned property, subject to the conditions outlined above.

ATTACHMENTS:

Belleview Elementary Staging Plan

SC-1.2-R1 - TEMPORARY FACILITIES/ STAGING PLAN



MCPS BELLEVIEW ELEMENTARY

09/22/26

09/30/26 R1

SCALE: 1" = 60'

Scheduled Audience: Sue Mosley for the Belleview Christmas Parade

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: October 6, 2026

AGENDA ITEM:

Scheduled Audience: Sue Mosley - Belleview Christmas Parade

PRESENTING PARTY:

Mariah Moody, City Administrator

ITEM TYPE:

Scheduled Audience

BACKGROUND:

Sue Mosley is again overseeing the coordination of the Belleview Christmas Parade and will be addressing the Commission to request approval of the parade date and authorize the appropriate road closures.

RECOMMENDED ACTIONS:

Motion to approve the request from Sue Mosley to hold the Belleview Christmas Parade on Sunday, December 6th, and instruct the Police Department to coordinate the road closures as necessary.

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: Ocala/Marion County Chamber & Economic Partnership 2027 Agreement

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: October 6, 2026

AGENDA ITEM:

Scheduled Audience: CEP 2027 Business Creation, Retention and Attraction Services Agreement

PRESENTING PARTY:

Mariah Moody, City Administrator

ITEM TYPE:

Scheduled Audience

BACKGROUND:

The City of Belleview began its partnership with the Ocala/Marion County Chamber & Economic Partnership (CEP) in 2025 to provide economic development and business support services benefiting the City and the Belleview business community.

Matt McCormick, President & CEO of the CEP, will attend the meeting to discuss the proposed 2027 agreement, provide an overview of the partnership, and review updates that have been made to the agreement.

The proposed agreement includes continued business creation, retention, and attraction services; promotion of City programs and initiatives; business programming and engagement opportunities; two enhanced partnership events annually; and quarterly updates to the City Commission regarding activities and economic development efforts benefiting Belleview.

The proposed agreement provides the City with a Leadership-level partnership and associated benefits at an annual cost of $5,000.

RECOMMENDED ACTIONS:

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.

Staff recommends approval of the 2027 CEP Services Agreement.

ATTACHMENTS:

Belleview Service - 2027 Agreement
2026 CEP Partner Investment Benefits Summary

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.

BUSINESS CREATION, RETENTION AND ATTRACTION SERVICES AGREEMENT

THIS AGREEMENT is entered into effective _____, (the "Effective Date" even though it may be executed on subsequent dates) between City of Belleview, a Florida municipal corporation ("City"), and Ocala/Marion County Chamber of Commerce, Inc., a Florida not for profit corporation doing business as the Belleview/South Marion Economic Partnership ("BCEP"). In consideration of the mutual promises set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

1. **Background and Purpose.**

1.1. City is a Florida municipality and seeks to promote and enhance its economic growth.

1.2. City desires to retain CEP to promote the City as a viable business destination for investment, business creation, retention, and job creation.

1.3. CEP is willing to perform such services pursuant to the terms and conditions hereof.

2. **CEP Responsibilities.**

2.1. The CEP will promote agreed upon City programs, and initiatives through various channels in coordination with the Community Engagement Liaison.

2.2. The CEP will continue events and business programming that benefit Belleview, including highlighting Belleview Business Works and opportunities for business engagement.

2.3. The CEP will work with the City to make effective use of its Leadership partnership, including opportunities for business exposure, recruitment, and relationship building.

2.4. The CEP will continue to provide a series of economic development and small business services to promote opportunities leading to the creation of new to Marion County employment, new or emerging business formation, and new capital investment opportunities

2.5. The CEP will coordinate two (2) enhanced partnership events annually to connect business leaders with local officials.

2.6. The CEP will provide the City with a Leadership partnership and all benefits pertaining to said level of partnership, as outlined in Appendix A

2.7. The CEP will provide quarterly updates at City Commission meetings on activities related to this Agreement, including completed work, current initiatives, and economic development information. Updates will explain the benefits to Belleview,

including the potential employment impact on Belleview residents of projects outside City limits.

2.8. All of the foregoing shall be accomplished by CEP at its expense unless otherwise noted.

3. **City Responsibilities.**

3.1. The City will provide space as needed for CEP events and trainings which promote growth and development in the City, and space at City events for CEP participation.

3.2. All of the foregoing shall be accomplished by City at its expense unless otherwise noted.

4. **Payment for Services.**

4.1. As total compensation for CEP's performance hereunder, City will pay CEP a total of $5,000 by 31 December 2026

5. **Termination.**

5.1. If either party defaults under this Agreement and fails to cure such default within ten (10) days after written notice from the non-defaulting party, the non-defaulting party may terminate this Agreement by providing written notice thereof to the defaulting party. Provided, however, in the event that the non-defaulting party has already given notice to the defaulting party of a prior default of the same provision of this Agreement, the non-defaulting party may immediately terminate this Agreement upon a subsequent default under the same provision without providing notice and an opportunity to cure.

5.2. Such termination is without prejudice to any other remedies available to the non-defaulting party.

6. **Duration of Contract.** This Agreement shall be effective upon the Effective Date and shall terminate (except to the extent any obligation is expressly stated as surviving termination) on September 30, 2027.

7. **Ownership of Brand and Materials.** All such brands, materials and other information referred to in paragraph 2 will belong to and be the property of the CEP. However, the CEP will provide the brand in requested size and format needed at the City's request for City marketing materials throughout the duration of this agreement.

8. **Assignment.** This Agreement shall not be assigned by either party without the prior written consent of the other party.

9. **Rights of Third Parties.** Unless expressly stated herein to the contrary, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their

respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

10. **Exclusive Venue.** The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be in Marion County, Florida.

11. **JURY WAIVER.** EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

12. **Notices.**

12.1. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including faxed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, faxed, or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed to the following or to such other addresses as any party may designate by notice complying with the terms of this paragraph:

a. If to City: City Administrator, 5343 SE Abshier Blvd, Belleview, FL 34420

b. If to CEP: President, 310 SE 3rd Street, Ocala, FL 34471;

12.2. Each such notice shall be deemed delivered:

12.2.1. On the date delivered if by personal delivery;

12.2.2. On the date of facsimile transmission if by facsimile; and

12.2.3. If the notice is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; (b) the date upon which delivery is refused; (c) the date upon which notice is designated by the postal authorities as not having been delivered; or (d) the third business day after mailing.

12.2.4. Notwithstanding the foregoing, service by personal delivery delivered, or by facsimile sent, after 5:00 p.m. shall be deemed to have been made on the next day that is not a Saturday, Sunday or legal holiday.

12.3. If a notice is delivered by multiple means, the notice shall be deemed delivered upon the earliest date determined in accordance with the preceding subparagraph.

13. **Governing Laws.** This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws.

14. **Attorneys' Fees.** If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

15. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. **Signatures by Facsimile or Digital Execution**. It is the intent and agreement of the parties hereto that the signatures, initials and handwritten or typewritten modifications to this Agreement shall be as legally binding upon the parties if in the form of a facsimile or digital execution (such as scanning and emailing) as if the original signatures, initials, and modifications were present on the documents in the hands of each party. Neither party shall assert the statute of frauds nor unenforceability or invalidity of this Agreement, or any addendum or modification of this Agreement, because of the use of facsimile or digital copies and not originals in any litigation; both parties simply waive and relinquish any such defense.

17. **Remedies.** No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

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

19. **Severability Clause.** Provisions contained in this Agreement which are contrary to, prohibited by or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.

20. **Waiver.** A failure to assert any rights or remedies available to a party under the terms of this Agreement shall not be deemed a waiver of such rights or remedies, and a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this Agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.

21. **Construction of Agreement.** Each party acknowledges that all parties to this Agreement participated equally in the drafting of this Agreement and that it was negotiated at arm's length. Accordingly, no court construing this Agreement shall construe it more strongly against one party than another.

22. **Language.** Whenever used in this Agreement, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders where the context permits.

23. **Paragraph Headings.** The paragraph headings used in this Agreement are for convenience only, and shall not be used in interpreting or construing any provision of this Agreement.

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

25. **Time.** Time is of the essence of all of the provisions and terms of this Agreement.

26. **Entire Understanding.** This Agreement represents the entire understanding and Agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties.

27. **Amendments.** The provisions of this Agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this Agreement signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought.

THEREFORE, the parties have executed this Agreement on the dates set forth below.

ATTEST:

_____
Mariah Moody
City Clerk

Approved as to form and legality

_____
City Attorney

City of Belleview, a Florida municipal corporation

_____
Christine Dobkowski
Mayor, City of Belleview

Date: _____

Ocala/Marion County Chamber of Commerce, Inc., a Florida not for profit corporation

By: _____
Matt McCormick, IOM CCE
President & CEO

Date: _____

OCALA METRO CHAMBER & ECONOMIC PARTNERSHIP | BELLEVIEW CEP — An Affiliate of the Ocala Metro Chamber & Economic Partnership

CEP Partner Investment Levels

Benefits apply to all representatives of the partner business and are not calculated by number of employees or industry type

Partner Benefits

	Business $600	Premium $1,200	Legacy $2,500	Leadership $5,000	Champion $10,000	Chairman's Circle $20,000	Founder's Club $35,000
Listings in online & printed directories	●	●	●	●	●	●	●
Participation in Net>Works Referral & Advisory Groups	●	●	●	●	●	●	●
CEP Partner Certificate, Proud Partner decal, web-use logo	●	●	●	●	●	●	●
Ribbon cutting ceremony with officials & Ambassadors	●	●	●	●	●	●	●
Use of CEP Board Room/PPBI Training Room (1/4 X per year)	●	●	●	●	●	●	●
Complimentary Certificates of Origin	●	●	●	●	●	●	●
Complimentary "Chamber Perks" discounts available	●	●	●	●	●	●	●
Ability to have Partnership Payment Plan		●	●	●	●	●	●
Placement of literature in CEP lobby		●	●	●	●	●	●
Opportunity to sponsor & host CEP events		●	●	●	●	●	●
Two additional Categories listing in print & online directories		●	●	●	●	●	●
Opportunity to add a branch business location to directories		●	●	●	●	●	●
Four Concierge Connections to other CEP Partners		●	●	●	●	●	●
Complimentary Notary Public Services		●	●	●	●	●	●
Additional use of Boardroom /PPBI Training Room (+2X /year)		●	●	●	●	●	●
Company recognition in print directory Leadership section			●	●	●	●	●
Enhanced content on online CEP business directory			●	●	●	●	●
Three additional Categories listing in print & online directories			●	●	●	●	●
Company logo on digital boards in CEP boardroom			●	●	●	●	●
Additional use of CEP Boardroom (6 Total per year)			●	●	●	●	●
Opportunity to add up to two branch businesses			●	●	●	●	●
Leadership Ocala/Marion (LOM) 10% discounted tuition			●	●	●	●	●
Invite to quarterly **CEO Network Reception**			●	●	●	●	●
Equine Advocacy Committee Participation			●	●	●	●	●
Logo recognition on CEP website				●	●	●	●
Logo recognition in print directory Leadership section				●	●	●	●
Four additional Categories listing in print & online directories				●	●	●	●
Two tickets to monthly exCEPtional Mornings Breakfast				●	●	●	●
Invite to quarterly **Catalytic Conversations**				●	●	●	●
One-half Corporate table at Annual Luncheon				●	●	●	●
Invite to quarterly **Executive Roundtable Lunch**				●	●	●	●
Opportunity to add up to five branch businesses				●	●	●	●
Executive Tier Benefit for Branch location				●	●	●	●
Use of CEP Boardroom (As Available)				●	●	●	●
Invite to **Bi-annual Chairman's Lunch**					●	●	●
Four tickets to monthly exCEPtional Mornings Breakfasts					●	●	●
Reserved table at Annual Luncheon					●	●	●
Opportunity to customize Tier Benefits					●	●	●
Six additional Categories listing in print & online directories					●	●	●
First choice of available sponsorship opportunities					●	●	●
Weekly Buzz feature					●	●	●
Add'l tickets to **Bi-annual Chairman's Lunch**						●	●
Invite to private reception with companies new to Ocala						●	●
Premium reserved table at Annual Luncheon						●	●
Eight tickets to monthly exCEPtional Mornings Breakfasts						●	●
Logo on CEP website homepage						●	●
Corporate Briefing from the CEO							●
A dinner for four with the CEO							●
Founder's Club company logo recognition in the CEP lobby							●
Leading the Way > One-minute company video							●

Scheduled Audience: Dale Ferson

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: October 6, 2026

AGENDA ITEM:

Scheduled Audience: Dale Ferson

PRESENTING PARTY:

Mariah Moody, City Administrator

ITEM TYPE:

Scheduled Audience

BACKGROUND:

Mr. Ferson would like to discuss maintenance, drainage, trees/vegetation, and access for SE 106th Place Road.

Attorney Landt reviewed this road and found that, "In the absence of an agreement to assume construction or maintenance of this platted road (S.E 106th Place Road), Subsection 177.081(3) Florida Statutes that the City has no legal obligation to construct or maintain this road. Since there is no legal obligation to construct a road or maintain the platted road 106th Place Road, a decision regarding this road is a matter of discretion for the City Commission to consider." (see attached memo)

RECOMMENDED ACTIONS:

Direction on SE 106th Place Road

ATTACHMENTS:

10-06-26 Ferson Get on the Agenda Form
Legal Memo re Hyde Park Road Dispute
37113-002-00 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.

Get on the Agenda Request Form

First Name	Dale
Last Name	Ferson
Phone Number	3528959878
Email Address	daleferson@yahoo.com
Subject of Topic	Subject of Topic: SE 106th Place Road –
Description	Subject of Topic: SE 106th Place Road – Roadway, Drainage & Retentio Pond Responsibility Donna and I request to address the Commission regarding the longstanding road, drainage, flooding, retention pond, tree/vegetation and access problems affecting our property at the end of SE 106th Place Road. We recently located a recorded 1972 corrective Warranty Deed that describes a 30-foot strip and expressly states that the premises were intended to be used as a “perpetual roadway and for no other purpose,” subject to the language in the deed. We also have annexation and property records that raise questions concerning jurisdiction, roadway rights and maintenance responsibility. We ask the Commission to address who owns or is responsible for SE 106th Place Road, the associated drainage and retention areas; what records support that determination; how the relevant annexations affecte the roadway and surrounding property; and what corrective action will be taken regarding the continuing road, drainage, vegetation/tree and acces conditions. We also request an on-site inspection and a written response identifying the responsible parties and proposed corrective action.
Commission Meeting Date	10/6/2026
Name of Person Attending Meeting	Dale and Donna Ferson

MEMORANDUM

September 25, 2026

To: Mariah Moody, City Administrator,
Shawna Chancey, Development Services Director
Bob Titterington, Public Works Director

From: Fred Landt, City Attorney

Subject: Hyde Park Roadway Dispute

I have reviewed the Florida Constitution, Florida Statutes, Attorney General Opinions, public records of Marion County as well as the documents and drawings provided regarding the roads lying to the South and to the East of Lots 1 and 2 of Hyde Park. Based upon that review, I advise as follows.

The plat of Hyde Park was recorded in Plat Book "A" at page 63, of the Public Records of Marion County, Florida, in 1901. The plat depicts an undescribed area which appears to be a roadway lying to the east side of Lots 1 and 2 and having an unspecified width. This road to the east is not available for road access to Lots 1, as Ordinance 91-12, which was duly adopted November 19, 1991, declared this road closed and no longer dedicated as a road. The Ordinance further stated a public purpose in closing the road and dedicating the north half of the closed road for utility placement and the south half of the closed road for a stormwater retention to provide stormwater retention to protect neighboring properties.

The Florida Constitution grants municipalities home rule powers. Section 162.061Florida Statutes addresses the broad exercise of home rule powers granted by the Florida Constitution. It is the stated intent of the Legislature ". . . to extend to municipalities the exercise of powers for municipal governmental, corporate, or proprietary purposes not expressly prohibited by the constitution, general or special law, or county charter and to remove any limitations, judicially imposed or otherwise, on the exercise of home rule powers other than those so expressly

prohibited." Therefore, the city had the authority to close the road along the east boundary, so long as it served a public purpose (see below regarding access to the property).

In 2003 the City adopted Ordinance 2003-28 annexing certain property which included the road adjacent to the south boundary of the Hyde Park Subdivision (known as S. E. 106th Place Road). This road is apparently the only access to Lot 1, Hyde Park. Florida law is clear that if a municipality vacates an existing public road, it cannot strip a property owner of their only access to a lot by vacating the road without risking a lawsuit for inverse condemnation (a constructive taking of the property without compensation).

Querry: Since S. E. 106th Place Road is the access to lot 1, Hyde Park, what obligation, if any, does the city have regarding construction or maintenance of this platted road. Section 177.081 Florida Statutes, which provides for platting developments addresses adoption of plats and roads. Subsection 177.081(3) specifically provides that the governing body of a local government approving a plat <u>does not create an obligation upon the governing body to perform any act of construction or maintenance within such dedicated areas except when the obligation is voluntarily assumed by the governing body.</u>

The city has not vacated S. E. 106th Place Road. And there was no acceptance of a duty to construct or maintain the platted road known as 106th Place Road in Annexation Ordinance (2003-28). I find no record or document of the city agreeing to construct or maintain this road. It is merely a platted road lying and being within the municipal boundaries. I note that the covenant for annexation does not refer to such an agreement.

In the absence of an agreement to assume construction or maintenance of this platted road (S. E. 106th Place Road), Subsection 177.081(3) Florida Statutes that the City has no legal obligation to construct or maintain this road. Since there is no legal obligation to construct a road or maintain the platted road 106th Place Lane), a decision regarding this road is a matter of discretion for the City Commission to consider.

37113-002-00



9/30/2026, 2:05:03 PM

1:2,711

0 110 220 440 ft

0 30 60 120 m

Marion County, Florida - Use at your own risk.
DISCLAIMER: Work in progress compiled solely for governmental purpose of property assessment. These are NOT surveys. No warranties, expressed or implied, are provided with this data, its use,

Scheduled Audience: Belleview Youth Baseball League

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: October 6, 2026

AGENDA ITEM:

Scheduled Audience: Belleview Youth Baseball League

PRESENTING PARTY:

Mayor Dobkowski

ITEM TYPE:

Scheduled Audience

BACKGROUND:

Belleview Youth Baseball has requested an opportunity to address the City Commission regarding matters related to the league and its use of the Belleview Sportsplex facilities. Representatives of Belleview Youth Baseball have been invited to attend the meeting and participate in the discussion.

RECOMMENDED ACTIONS:

Discussion and direction, as appropriate

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: October 6, 2026

AGENDA ITEM:

Unscheduled Audience

PRESENTING PARTY:

Mayor Dobkowski

ITEM TYPE:

Unscheduled Audience

BACKGROUND:

Protocol:

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

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

RECOMMENDED ACTIONS:

ATTACHMENTS:

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 Clerk: Updates

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: October 6, 2026

AGENDA ITEM:

City Clerk: Updates

PRESENTING PARTY:

Lezli Merritt, City Clerk

ITEM TYPE:

Other City Business/Department Updates

BACKGROUND:

RECOMMENDED ACTIONS:

ATTACHMENTS:

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

Development Services: Updates

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: October 6, 2026

AGENDA ITEM:

Development Services: Updates

PRESENTING PARTY:

Shawna Chancey, Development Services 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.

Finance Department: Updates

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: October 6, 2026

AGENDA ITEM:

Finance Department: Updates

PRESENTING PARTY:

Julie Probus, Comptroller

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: Well No. 5 Hydro Tank Bid Award

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: October 6, 2026

AGENDA ITEM:

Public Works: Well No. 5 Hydropneumatic Tank Bid Award

PRESENTING PARTY:

Bob Titterington, Public Works Director

ITEM TYPE:

Action Items

BACKGROUND:

A 10,000-gallon Hydro tank was designed for the water treatment plant (WTP) at Well No. 5 to provide additional retention time before the water enters the distribution system. Bids were received on September 16th; of the four (4) bids received, RCM Utilities was the apparent and lowest responsible bidder at $364,767.19.

RECOMMENDED ACTIONS:

Motion to award the Well 5 Hydo Tank Bid in the amount of $364,767.19 to RCM Utilities, LLC.

ATTACHMENTS:

Bid Award Recommendation Letter
RCM Utilities Bid
RCM Utilities 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.

Kimley»Horn

September 22, 2026

Mr. Bob Titterington, PE
Public Works Director/City Engineer
City of Belleview Public Works
5525 SE 119th Street
Belleview, FL 34420
btitterington@belleviewfl.org

RE: ***Well No. 5 Hydropneumatic Tank Bid Results***
Kimley-Horn Project No. 042223034

Dear Mr. Titterington:

We have reviewed the bids received for the above-referenced project. As of the September 16, 2026, deadline at 3 pm, four bids were received and opened at 4 pm. Of the bids received, 2 were fully responsive and valid. Attached is a bid certification reflecting the bid results.

Based on our review of the submitted documents, RCM Utilities, LLC appears to be the lowest responsible bidder, with a bid of $364,767.19. Kimley-Horn does not object to the City of Belleview issuing a Notice of Intent to Award to RCM Utilities, LLC for this Project.

Sincerely,
KIMLEY-HORN

J. Nicholas Osuch, PE

JNO/sab

Attachments: Responsive Bidder Checklist
Bid Tabulation

Cc: File

https://kimleyhorn.sharepoint.com/sites/AlanGarrisTeamCoordination/Shared Documents/General/Well No. 5 Hydropneumatic Tank 042223034/Bid Admin/Bid Tabs/Lbt260922jno_Bid Rec.docx

Responsive Bidder Check Lists

Bidder	Stated Bid Total	Actual Bid Total	Notes	00300 Bid Form	Addendum	00302 PUBLIC ENTITY CRIMES	00303 DRUG FREE	State Licenses
RCM Utilities, LLC	$364,767.19	$364,767.18	Incorrectly wrote total on page 3 of the bid form; typed dollar amount on sheet is 0.01 over.	x	x	x	x	x
US Water Corporation	$368,180.00	$368,180.00	**Missing First page of Section 0300 Bid Form- Missing Addendums	x**		x	x	x
Prime Construction Group, LLC	$511,882.00	$511,882.00		x	x	x	x	x
Sawcross, Inc.	$520,500.00	$520,500.00	No Addendums listed as received	x		x	x	x

BELLEVIEW WELL NO.5 HYDROPNEUMATIC TANK
OPINION OF PROBABLE COST

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
I. GENERAL				**RCM Utilities, LLC**		**US Water Services Corp**		**Prime Construction Group**		**Sawcross, Inc.**	
1	MOBILIZATION/DEMOBILIZATION	LS	1	$ 5,500.00	$ 5,500.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 25,500.00	$ 25,500.00
2	BONDS AND INSURANCE	LS	1	$ 7,498.00	$ 7,498.00	$ 14,000.00	$ 14,000.00	$ 10,000.00	$ 10,000.00	$ 40,000.00	$ 40,000.00
3	SURVEY AND CERTIFIED AS-BUILTS	LS	1	$ 3,600.00	$ 3,600.00	$ 18,000.00	$ 18,000.00	$ 6,100.00	$ 6,100.00	$ 5,000.00	$ 5,000.00
4	PROFESSIONAL SITE VIDEOTAPING (PRE & POST CONSTRUCTION)	LS	1	$ 2,160.00	$ 2,160.00	$ 3,500.00	$ 3,500.00	$ 1,300.00	$ 1,300.00	$ 1,000.00	$ 1,000.00
5	GENERAL SITE WORK (GRADING, RESTORATION, ETC.)	LS	1	$ 3,700.00	$ 3,700.00	$ 9,500.00	$ 9,500.00	$ 33,400.00	$ 33,400.00	$ 15,000.00	$ 15,000.00
6	EROSION CONTROL AND SILT FENCING	LS	1	$ 1,200.00	$ 1,200.00	$ 2,000.00	$ 2,000.00	$ 2,400.00	$ 2,400.00	$ 1,500.00	$ 1,500.00
			GENERAL SUBTOTAL		**$ 23,658.00**		**$ 67,000.00**		**$ 73,200.00**		**$ 88,000.00**
II. WELL NO. 5 HYDROPNEUMATIC TANK											
7	10,000 GALLON HYDROPNEUMATIC TANK	LS	1	$ 142,276.58	$ 142,276.58	$ 163,000.00	$ 163,000.00	$ 246,132.00	$ 246,132.00	$ 174,000.00	$ 174,000.00
8	12" GATE VALVE	EA	3	$ 4,083.12	$ 12,249.36	$ 13,000.00	$ 39,000.00	$ 6,500.00	$ 19,500.00	$ 4,500.00	$ 13,500.00
9	YARD PIPING	LS	1	$ 47,895.87	$ 47,895.87	$ 61,800.00	$ 61,800.00	$ 55,650.00	$ 55,650.00	$ 150,000.00	$ 150,000.00
10	ELECTRICAL	LS	1	$ 49,086.00	$ 49,086.00	$ 15,380.00	$ 15,380.00	$ 30,250.00	$ 30,250.00	$ 20,000.00	$ 20,000.00
11	INSTRUMENTATION AND CONTROLS	LS	1	$ 89,601.37	$ 89,601.37	$ 22,000.00	$ 22,000.00	$ 87,150.00	$ 87,150.00	$ 75,000.00	$ 75,000.00
			HYDROPNEUMATIC TANK SUBTOTAL		**$ 341,109.18**		**$ 301,180.00**		**$ 438,682.00**		**$ 432,500.00**
			GRAND TOTAL	**RCM Utilities, LLC**	**$ 364,767.18**	**US Water Services Corp**	**$ 368,180.00**	**Prime Construction Group**	**$ 511,882.00**	**Sawcross, Inc.**	**$ 520,500.00**

ORIGINAL

SECTION 00300 – BID FORM

1. The undersigned Bidder does hereby declare that he has carefully examined the Invitation to Bid, the Instructions to Bidders, Project Manual and Construction Plans, and project addenda relating to the above entitled matter and the work, and has also examined the site.
2. The undersigned Bidder hereby declares that he has based his proposal on the conditions as they exist on site and has noted all items of work required of the project that is not illustrated on the plans.
3. The undersigned does hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Plans, Drawings and Specifications relating thereto.
4. The undersigned does hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefore, including all claims that may arise through damages or any other causes whatsoever.
5. The undersigned does hereby declare that he shall make no claim on account of minor variation of the approximate estimate in the QUANTITIES or work to be done, nor on account of any misunderstanding or misconception of the nature of the work to be done or the grounds or place where it is to be done.
6. The Bidder acknowledges that: (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and (3) final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.
7. The undersigned does also declare and agree that he will commence the work within ten (10) days after notification by the ENGINEER to do so and will complete the work fully and in every respect on or before the time specified in said contract.
8. The undersigned further agrees that the UNIT PRICES submitted on the Bid Form shall govern all errors in extension or addition and shall void the total base bid submitted on the attached sheet. The corrected extension and addition of all items shall be considered to be the correct base bid for comparison purposes.
9. The undersigned further agrees that the UNIT PRICES submitted on the Bid Form will expire if a contract is not executed within ninety (90) days from the date of bid deadline, and that the Contractor will be fully released from any obligations of this Bid Form.
10. The undersigned agrees that this bid is based on substantially completing the project within 120 calendar days and final completion within 180 calendar days from the date of Notice to Proceed. The Contractor further agrees to pay, as liquidated damages, the sum of one thousand ($1000) dollars for each consecutive calendar day thereafter.
11. The Bidder acknowledges having received the following project addenda:

No. 1, Date: 08/20/2026	No. 2, Date: 09/09/2026
No. _____, Date: _____	No. _____, Date: _____
No. _____, Date: _____	No. _____, Date: _____

12. By submission of this bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

BASIS OF BID — LUMP SUM BID AND UNIT PRICES

1.01 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

BID FORM CITY OF BELLEVIEW WATER TREATMENT PLANT NO. 3 PHASE 1					
ITEM #	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**BID AMOUNT**
I. GENERAL					
1	MOBILIZATION/DEMOBILIZATION	LS	1	5,500.00	5,500.00
2	BONDS AND INSURANCE	LS	1	7,498.00	7,498.00
3	SURVEY AND CERTIFIED AS-BUILTS	LS	1	3,600.00	3,600.00
4	PROFESSIONAL SITE VIDEOTAPING	LS	1	2,160.00	2,160.00
5	GENERAL SITE WORK	LS	1	3,700.00	3,700.00
6	EROSION CONTROL AND SILT FENCING	LS	1	1,200.00	1,200.00
				GENERAL SUBTOTAL	$23,658.00
II. HYDROPNEUMATIC TANK					
7	10,000 GALLON HYDROPNEUMATIC TANK	LS	1	142,276.58	142,276.58
8	12-INCH GATE VALVE	EA	3	4,083.12	12,249.36
9	YARD PIPING	LS	1	47,895.87	47,895.87
10	ELECTRICAL	LS	1	49,086.00	49,086.00
11	INSTRUMENTATION AND CONTROLS	LS	1	89,601.37	89,601.37
				HYDROPNEUMATIC TANK SUBTOTAL	$341,109.18
				TOTAL	$364,767.18

The Grand Total amount is to be shown in both words and figures. In case of discrepancies, the amount in words will govern.

LUMP SUM GRAND TOTAL: $ 364,767.19

WORDS: three hundred sixty-four thousand, seven hundred sixty-seven dollars and nineteen cents

THIS PROPOSAL DATED THIS 16 day of September, 2026

ATTEST:

Witness: Melissa Moss
Signature

By: F. Allen Bates III
Authorized Signature (Principal)

Melissa Moss
Printed Name

Francis Allen Bates III - Vice President
Printed Name, Title

RCM Utilities, LLC
Company Name

Address: 1451 Pine Grove Road

Eustis, FL 32726

000000001
Employee I.D. No.

CGC061548
Florida State Certified General Contractor's License Number

Telephone Number: 352-561-2990

END OF SECTION

SECTION 00302 – PUBLIC ENTITY CRIMES STATEMENT

NOTICE TO BIDDERS: This form must be properly completed, executed and returned with the bid documents in order for your bid to be considered. Failure to do so will result in automatic disqualification.

SWORN STATEMENT UNDER SECTION 287133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF Florida

COUNTY: Lake

Before me, the undersigned authority, personally appeared Francis Allen Bates III

who, being by me first duty sworn, made the following statement:

1. The business address of 1451 Pine Grove Road Eustis, FL 32726 (name of bidder or contractor) is RCM Utilities, LLC.

2. My relationship RCM Utilities, LLC (name of bidder or contractor) is Vice President (relationship such as sole proprietor, partner, president, vice president).

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilt or nolo contendere.

5. I understand that "affiliate" is defined by the statue to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officer, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 6 if paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 7 if paragraph 6 above applies.)

Sworn to and subscribed before me in the state and county first mentioned above on the 16 day of September, 2026.

Signed: _____
Notary Public

(Affix seal)

Notary Public State of Florida
Virginia Lynn Penley Foley
My Commission HH 678857
Expires 5/22/2029

My commission expires: 05/22/2029

END OF SECTION

SECTION 00303 – DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with the Florida Statute 287.087 hereby certifies that RCM Utilities, LLC does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm fully complies with the above requirements.

F. Allen Ray III
Bidder's Signature

09/16/2026
Date

END OF SECTION

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CREECH, CHRISTOPHER RYAN

RCM UTILITIES, LLC
1451 PINE GROVE ROAD
EUSTIS FL 32726

LICENSE NUMBER: CUC1225240

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/12/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

STRAUB, MICHAEL JOHN

RCM UTILITIES, LLC
100 WEST MILLS AVE
EUSTIS FL 32726

LICENSE NUMBER: CGC061548

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/26/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SELLERS, NICHOLAS GEORGE

RCM UTILITIES, LLC
100 W MILLS AVENUE
EUSTIS FL 32726

LICENSE NUMBER: CFC1431823

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/16/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LAKE, JOHN A

RCM UTILITIES, LLC
1451 PINE GROVE ROAD
EUSTIS FL 32726

LICENSE NUMBER: EC13014150

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/29/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

CHRISTOPHER CREECH

EMPLOYMENT EXPERIENCE

April 2018 – Present RCM Utilities, LLC
Position: Owner - President, Estimator, General Manager

Mar 2015 – April 2018 Utility Technicians, Inc.
Position: Project Manager, Estimator, Vice President & General Manager
Duties: Estimator, supervisor, and technician for all phases of service, Expansion, modification, and repair of water and wastewater plants, lift stations, re-pump stations

July 2011 – Mar 2015 Utility Technicians, Inc.
Position: Foreman, Construction & Service Technician
Duties: Installation and service of lift stations, construction of water plants, water line construction, Sewpercoat applicator for manholes

Feb, 2008-July 2011 Utility Technicians, Inc.
Position: Laborer
Duties: Assisted foreman with installation of lift stations, water line repairs and service work

May 2007-Feb 2008 Kerr's Truck and Car Sales
Position: Mechanic and sales
Duties: Maintained vehicles and sold vehicles.

SKILLS:

- Wastewater Sewer Plants & Lift Stations—complete rehab & construction; motors, blowers & pump replacement & repairs; replace and repair piping & fittings; control panel repair & replacement
- Water & Hydrotank—tank cleaning, rehab (including sandblasting) & painting; inspections (with FL registered professional engineer); installation of fire water tanks
- Sanitary sewer line pressure testing and jetter cleaning
- Manhole and Wet Well rehab, including surface coating (Sewpercoat) and high pressure grouting
- Operate digital inline zoom video for sewer lines
- Certified backflow tester and repair/maintenance technician

CERTIFICATIONS:
Certified Underground Utility and Excavation Contractor
License # CUC1225240
Class A CDL Driver's License
Dept of Transportation Maintenance of Traffic (Intermediate)
Confined Space Entry
Backflow Prevention Device Technician
Backflow Prevention Assembly Repair and Maintenance
Infiltrator Systems Training
DOT Drug/Alcohol Awareness Training

EDUCATION: Umatilla High School, graduated 2007

Michael J. Straub

EXPERIENCE
Road and Underground Utility Construction, Stormwater Management Systems, Construction Inspection & Coordination, Cost Estimating, Constructability Reviews

EDUCATION
Lake Sumter Community College - Associate of Arts, Engineering Transfer
Ashford University - Bachelor of Arts- Summa Cum Laude, Instructional Design

REGISTRATION
Certified General Contractor #CGC061548
Certified Utility & Excavation Contractor #CUC057413
Class V Fire Protection Contractor #52687400012004
Certified Stormwater Management Inspector #18703
Real Estate Sales Associate #SL3249351

WORK HISTORY
RCM Utilities, LLC., Eustis, Florida
Project Manager and Estimator
June 2022 to Present
(Water and Sewer Specialty Contracting)

Utility Technicians, Inc., Umatilla, Florida
Project Manager and Estimator
May 2018 to May 2022
(Water and Sewer Specialty Contracting)

Griffey Engineering, Inc., Eustis, Florida
Engineering Technician
May 2013 To May 2018
(Civil Engineering)

Dimensional Contracting, Inc., Howey-in-the-Hills, Florida
Owner
January 2000 To January 2013
(General Contracting, Sitework and Utilities)

REFERENCES
Griffey Engineering, Inc.- Owner
Don Griffey
36202 E Eldorado Lake Dr, Eustis, FL
Ph. (352) 589-2368

Lockheed Martin- Engineer
Gary McGrath
15011 Thoroughbred Ln, Montverde, FL
Ph. (407) 399-9218

Nicholas Sellers
nick@rcmutilities.com

EDUCATION

Dual B.S., Geography & Social Science
Florida State University, Tallahassee, FL
Certificate: Urban & Regional Planning

RELEVANT EXPERIENCE

RCM Utilities, Eustis, FL
Division Manager September 2023- Present

- Qualify RCM Utilities with Florida Certified Plumbing Contractors license.
- Managed the implementation and growth of the Plumbing Division.
- Collaborated with executives to revise and enhance the safety culture of the entire company.
- Steered the implementation of new hire apprentice programs.
- Implemented new software system which increases production, reduce losses and tracks production.

The Plumber New Construction & Service Inc, Mount Dora, FL
VP March 2020 – September 2023

- Oversaw plumbing operations for residential and commercial construction projects.
- Managed service department and lead a team that delivered high quality workmanship at an honest rate.
- Developed a septic division that generated additional revenue and growth.

Duke Energy, Winter Park, FL
Lineman May 2014 – May 2019

- Lead safety committee meetings monthly and developed strategic safety plans to ensure an accident-free workplace.
- Managed a wide range of projects installing and maintain overhead and underground utilities.

SKILLS, ABILITIES & CERTIFICATIONS:

- Certified Plumbing Contractor License # CFC1431823
- CPR and First Aid Certified
- Class A CDL Driver's License
- Smith Driving Certified
- OSHA Certified
- FUJI Certified
- Infiltrator Certified
- Gastite Certified

John Lake

Professional Summary

Experienced and licensed Electrical Contractor with over 12 years in commercial and industrial electrical work. Proven leadership managing large crews of 40–50 electricians on complex projects, including hospitals, schools, and water treatment facilities. Skilled in new construction, renovations, and project management. Currently qualifying electrical operations and leading the electrical department at RCM Utilities as Project Manager.

Certifications & Licenses

- State of Florida Electrical Contractor License
- 2024 NFPA 70E Standards for Electrical Safety in the Workforce Series
- OSHA 30

Professional Experience

RCM Utilities – Eustis, FL
Project Manager, Electrical Department
January 2024 – Present

- Oversee all electrical operations for commercial and industrial projects
- Manage budgeting, scheduling, procurement, and on-site operations
- Qualify the company under personal electrical contracting license
- Lead coordination between field crews, clients, engineers, and subcontractors

Electrical Services – Leesburg, FL
Lead Foreman / Superintendent
2013 – 2024

- Managed crews of 40–50 electricians across large-scale projects
- Worked on high-profile projects including hospitals, schools, wastewater and water treatment plants
- Handled full scope of electrical work from underground to final trim-out
- Oversaw renovation projects and new construction for institutional and industrial facilities
- Maintained job safety, timelines, and quality assurance standards

Project Highlights

- Hospital Renovations and New Construction
- Public School Electrical Upgrades and New Builds
- Water & Wastewater Treatment Plant Electrical Systems
- Large-Scale Commercial Installations

Skills

- Project & Crew Management
- Commercial & Industrial Electrical Systems
- Electrical Code Compliance
- Blueprint & Technical Plan Reading
- Budgeting & Scheduling
- Safety Compliance
- Permitting & Inspections
- Strong Leadership & Communication

Allen Bates III

Professional Summary

Dynamic and results-driven executive with over 15 years of experience in the insurance and utility industries. Proven track record of leadership in managing independent insurance agencies and strategic financial oversight. Skilled in operations management, team leadership, and business development. Seeking to leverage diverse experience and strategic insight in a challenging executive role.

Professional Experience

VP/CFO, RCM Utilities

June 2024 – Present

- Provide strategic financial leadership and oversee all financial operations for a utility company.
- Develop and implement financial strategies to support business growth and operational efficiency.
- Collaborate with executive leadership to drive strategic initiatives and improve financial performance.

Owner/Operator, Bates Insurance Group

2015 – 2024

- Founded and successfully managed an independent insurance agency, overseeing all aspects of operations.
- Directed business development, client relations, and strategic growth initiatives, achieving consistent revenue growth.
- Led a team to provide exceptional customer service while maintaining operational efficiency and profitability.

Personal Lines Manager, Bryant Coverall Insurance

2009 – 2015

- Managed the Personal Lines side of an independent insurance agency, ensuring client satisfaction and operational excellence.
- Developed and implemented sales strategies that increased client retention and acquisition.
- Supervised a team, providing leadership and training to enhance performance and productivity.

Education

High School Diploma

Umatilla High School, Graduated 2008

Skills

- Strategic Financial Planning & Analysis
- Business Development & Growth Strategy
- Leadership & Team Management
- Client Relations & Customer Service Excellence
- Operations Management
- Risk Assessment & Mitigation
- Insurance Industry Expertise (Personal Lines & Commercial)

MELISSA MOSS

EMPLOYMENT EXPERIENCE:

January 2019 – Present — RCM Utilities, LLC
Position: Office Manager / Corporate Officer (Controller / Secretary)
Duties:

- Manage all job communication and files, Notice to Owner and Release of Liens, request bonding and manage status reports with bonding company
- Manage incoming requests for bids and quotes, identify issues to review with President, create and manage responses for bids and quotes
- Manage accounts payables and receivables, process checks for signature, receive and post payments, reconcile bank and checking accounts, monthly closing, annual audit, end of year processing
- Manage human resources, including timesheets, payroll, payroll taxes, benefits, employee personnel files, time off records, on-call schedule
- Process and maintain certificates of insurance, workers compensation, liability insurance and other related requirements and documents
- Answer, direct or handle all incoming telephone calls
- Maintain corporate personnel manual and drug-free workplace manual
- Maintain office equipment leases, repairs and supplies

Sept 2011 – Nov. 2018 — Utility Technicians, Inc.
Position: Administrative Assistant
Duties: Manage job and bid files, accounts payables and receivables, manage employee timesheets and time off records, participate in weekly job meetings and manage job scheduling board, maintain on-call schedule for technicians

April 2009 – June 2011 — Allen's Well Drilling, Inc.
Position: Secretary
Duties: Maintain the smooth running of office through a variety of administrative and clerical duties. Schedule and coordinate service work with technicians.

Jan 2006 – April 2009 — Hidden Valley Ranch & Nursery, Inc.
Position: Secretary
Duties: Answer calls, take messages, handle correspondence, arrange appointments, managing databases, manage orders going out, filing

June 1989 -Sept. 2005 — Winn-Dixie
Position: Pricing Manager
Duties: Ensure accuracy of prices for the store

EDUCATION: Clewiston High School, graduated 1989

WESTON HARTWRIGHT

EMPLOYMENT EXPERIENCE:

June 2019 – Present RCM Utilities, LLC
Position: Vice Present of Construction
Duties: Manages day to day business of the operations department while balancing the responsibilities of various business lines such as business analysis, vendor, and risk management.

Mar 2015 – May 2019 Utility Technicians, Inc.
Position: Foreman, Construction & Service
Duties: Installation and service of lift stations, construction of water plants, water line construction, sewpercoat applicator for manholes, supervise crew

Nov 2011 – Feb 2015 Utility Technicians, Inc.
Position: Lead Construction & Service Technician
Duties: Service and repair of water & sewer plants and lift stations

Jun 2009 – Nov 2011 City of Clermont
Position: Utilities Department Technician
Duties: Lift station and new construction technician

Sep 2005 – May 2009 Utility Technicians, Inc.
Position: Construction & Service Technician
Duties: Service and repair of water & sewer plants and lift stations

Jan 1994 – Aug 2005 Donahue's Automotive Company
Position: Vehicle Mechanic

SKILLS:

- Wastewater Sewer Plants & Lift Stations—complete rehab & construction; motors, blowers & pump replacement & repairs; replace and repair piping & fittings; control panel repair & replacement
- Water & Hydro tank—tank cleaning, rehab (including sandblasting) & painting; inspections (with FL registered professional engineer); installation of fire water tanks
- Sanitary sewer line pressure testing and jetter cleaning
- Manhole and Wet Well rehab, including surface coating (Sewpercoat) and high pressure grouting

CERTIFICATIONS:
Class B CDL Driver's License
Dept of Transportation Maintenance of Traffic (MOT-Intermediate)
Confined Space Entry Training
Gas Monitor System Training

EDUCATION: Umatilla High School, Umatilla, FL graduated 1994

Sunbiz.org Division of Corporations an official State of Florida website

Detail by Entity Name

Florida Limited Liability Company
RCM UTILITIES, LLC

Filing Information

Document Number	L18000014931
FEI/EIN Number	82-4160762
Date Filed	01/17/2018
Effective Date	01/16/2018
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	03/01/2019
Event Effective Date	NONE

Principal Address

1451 Pine Grove Road
Eustis, FL 32726

Changed: 01/19/2024

Mailing Address

1451 Pine Grove Road
Eustis, FL 32726

Changed: 01/19/2024

Registered Agent Name & Address

CREECH, CHRISTOPHER R
1451 Pine Grove Road
Eustis, FL 32726

Address Changed: 01/19/2024

Authorized Person(s) Detail

Name & Address

Title Manager / President

Creech, Christopher R
1451 Pine Grove Road
EUSTIS, FL 32726

Title Secretary / Controller

Moss, Melissa M
1451 Pine Grove Road
EUSTIS, FL 32726

Title VP

Bates, Francis Allen, III
1451 Pine Grove Road
Eustis, FL 32726

Annual Reports

Report Year	Filed Date
2024	01/19/2024
2024	06/14/2024
2025	01/27/2025

Document Images

01/27/2025 -- ANNUAL REPORT	View image in PDF format
06/14/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
01/19/2024 -- ANNUAL REPORT	View image in PDF format
02/07/2023 -- ANNUAL REPORT	View image in PDF format
03/16/2022 -- ANNUAL REPORT	View image in PDF format
01/13/2021 -- ANNUAL REPORT	View image in PDF format
01/14/2020 -- ANNUAL REPORT	View image in PDF format
03/01/2019 -- LC Amendment	View image in PDF format
02/04/2019 -- ANNUAL REPORT	View image in PDF format
01/17/2018 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

RCM Utilities, LLC
1451 Pine Grove Road
Eustis, FL 32726
352-561-2990

FINANCIAL RESPONSIBILITY

Banking:

Citizens First Bank
2601 W Torch Lake Drive
The Villages, FL 32163
352-751-2138
Jason Pittman – Jason.Pittman@mycitizensfirst.com

Bonding Company:

Florida Surety Bonds, Inc.
620 N. Wymore Road Suite 200
Maitland, FL 32751
407-786-7766
Sarah O'Linn - sarah@floridasuretybonds.com

Please see attached Bonding letter

FLORIDA SURETY BONDS, INC.

620 N. Wymore Road, Suite 200
Maitland, FL 32751
407-786-7770
Fax 407-786-7766

888-786-BOND (2663)
Fax 888-718-BOND (2663)

www. FloridaSuretyBonds.com

August 17, 2026

RE: RCM Utilities, LLC Bonding Letter

To Whom It May Concern,

It is a privilege to be the surety agents for RCM Utilities, LLC for over 8 years. Bonds are currently written through Palomar Specialty Insurance Company which is A.M. Best Rated "A, XI" and has a U.S. Treasury Listing of $ 53,356,000.00.

RCM Utilities, LLC is an outstanding contractor and we hold them in the highest regard. We are extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

We usually anticipate no difficulties in providing surety bonds for RCM Utilities, LLC in the $7,000,000 single, $40,000,000 aggregate range. These limits are merely guidelines and can be extended subject to underwriting which includes surety review of the contract terms, pertinent bond forms and general financial reporting at the time of said request.

This letter is not an assumption of liability or a commitment to provide any bonds unless all underwriting requirements including contract, bond form and financing review are met prior to issuing any bonds. Neither our agency, nor the surety is liable for any damages relating to this letter or project.

Should you have any questions, please do not hesitate to contact me. My email is sarah@floridasuretybonds.com and my direct line is 407-755-6353.

Best regards,

Sarah K O'Linn

Sarah K. O'Linn
Vice President, Florida Surety Bonds

RCM Utilities, LLC
1451 Pine Grove Road
Eustis, FL 32726
352-561-2990

EQUIPMENT LIST

Trucks:

2020 Ram 5500 with 7500 lb. Crane - Heavy Construction Truck
2020 Ford F550 with 7500lb Crane - Heavy Construction Truck
2022 Ford F550 with 8000 lb. Crane - Heavy Construction Truck
2022 Dodge 5500 with 8000lb Crane - Heavy Construction Truck
2024 Ford F550 with 8000lb Crane - Heavy Construction Truck
2024 Ford F550 with 8000lb Crane - Heavy Construction Truck
2024 Ford F550 with 8000lb Crane - Heavy Construction Truck
2023 Ford F550 with 6000lb Crane – Service Truck
2023 Ford F550 Service Truck with Crane
2023 GMC 3500 Service Truck with Crane
2023 Chevrolet 2500 Service Truck with Crane
2022 Ford F550 Service Truck with Crane
2022 Chevrolet 3500 - Sewpercoat Truck & Trailer
2023 Ford F550 - Sewpercoat Truck & Trailer
2024 Ford F550 - Sewpercoat Truck & Trailer
2023 Transit Connect Plumbing Van
Total of Fleet 42 - Pickup & Heavy Construction and Service Trucks

Trailers:

(4) Gooseneck Trailers
2018 18" Taylor Equipment Trailer
2019 Triple Crown Equipment Trailer
2017 Big T Trailer Equipment Trailer
2022 Tank with Trailer Mobile Hydro Tank
(15) Bigfoot Equipment Trailers
(4) U Dump Trailers
(6) Enclosed Utility Trailers

RCM Utilities, LLC
1451 Pine Grove Road
Eustis, FL 32726
352-561-2990

Equipment:

(2) Vactron Vacuum Trailers

(5) Kubota Excavator U354R1

(2) Kubota Excavator U17VR1

(3) Kubota Excavator U27-4R1

Kubota Excavator U55-4

Kubota Excavator KX080

(2) Kubota Skidsteer

John Deere 624E Front Wheel Loader 4yd

Mobile Track Crane

Mr. Manhole Platinum Series

(3) Mig & Tig Welders

(2) Concrete Mixer

(4) Mortar Mixer

(1) 56HP Tractor with Bucket

(2) Hose Monster Fire Hydrant Test Kit

(3) 5000 lb. Warehouse Forklift

3000 lb. Warehouse Forklift

(3) Sewpercoat Sewer Lining Trailer

Ditch Witch Trencher

(15) 3" Diaphragm Mud Hogg Pumps

(5) 2" & 3" Trash Pumps

(2) Plate Compactor

(2) Vibratory walk behind Compactor

(4) High Pressure leak stop Grout Pump

(4) 11000 - Watt Welder Generators

(5) 8600 - Watt Generator

(15) 5000 - Watt Generator

(4) Gas Powered Air Compressor

(12) Confined Space Rescue Kit Tripod, Harness, Blowers & Gas Monitors

(4) Backflow Preventor Test Gauge

2022 Mobile Welding Trailer

(5) Concrete Core Drill 2" – 14"

SECTION 00500 – AGREEMENT

This Agreement made this 16 day of September, 2026 by and between the City of Belleview hereinafter called "Owner" and RCM Utilities, LLC doing business as a corporation hereinafter call "Contractor", for the construction of the Belleview Well No. 5 Hydropneumatic Tank.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will furnish all materials, supplies, tools, equipment, labor, and other services necessary for construction and completion of the work described in the Contract Documents and comply with the terms therein for the sum of $ 364,767.18 or as shown in the Bid Schedule.

2. The Contractor will furnish a Performance and Payment Bond, in an amount equal to 100 percent (100%) of the Contract Price, and submit such Bond to the Owner within ten (10) calendar days from the date of the Notice of Award.

3. The Contractor will purchase and maintain such comprehensive general liability and other insurance such as required by the General and Supplementary Conditions and furnish Certificates of Insurance to the Owner within ten (10) calendar days from the date of the Notice of Award.

4. The Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of the Notice to Proceed and will achieve Substantial Completion (operational) within 12 calendar days. The date of Final Completion will be 30 calendar days following the date of Substantial Completion. Unless the period for Substantial Completion is extended otherwise by the Contract Documents, the Contractor will be assessed liquidated damages in the amount of one thousand ($1,000) per calendar day past the date of Substantial Completion. In addition, for Final Completion, the Contractor will be assessed liquidated damages in the amount of one thousand ($1,000) per calendar day past the date of Final Completion.

5. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

6. Progress payments will be made in an amount equal to 95% (ninety five percent) of the value of work completed, and may include 95% (ninety five percent) of the value of materials and equipment not incorporated into the work, but delivered and suitably stored, less, in each case, the aggregate of payments previously made.

7. The Contractor will provide the Owner with a list of all Sub-contractors and Suppliers used by the Contractor in performing the work covered by this Contract. The Contractor will be required to submit to the Owner appropriate partial Release of Lien from the appropriate Suppliers and Sub-contractors with each Application for Payment before payment is made by the Owner. Final payment will be paid to the Contractor when the Contractor and all Sub-contractors and Suppliers have provided the Owner with their final Release of Lien.

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

   (a) Invitation for Bids

   (b) Instructions to Bidders

   (c) Bid

   (d) Bid Bond

   (e) Agreement

   (f) Performance and Payment Bond

   (g) Certificate of Insurance

   (h) General Conditions

   (i) Supplementary Conditions

(j) Notice of Award

(k) Notice to Proceed

(l) Change Order Form

(m) Application for Payment Form

(n) Certificate of Substantial Completion

(o) Technical Specifications prepared or issued by Kimley-Horn and Associates, Inc. dated July, 2026.

(p) Addenda as Follows:

No. 1 dated 08/20, 2026 — No. _____ dated _____, _____

No. 2 dated 09/09, 2026 — No. _____ dated _____, _____

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

10. The Contractor agrees that all materials, techniques, methods, and safety are exclusively the responsibility of the Contractor and not the Engineer or Owner.

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

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

13. The breach of any provision of this contract and those provisions stated more fully in the specifications for the Belleview Well No. 5 Hydropneumatic Tank, dated 09/16 2026 shall entitle Owner to collect damages against Contractor and if necessary, to seek injunctive relief against Contractor, and to collect costs and attorney's fees through all appeals.

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

OWNER: _____

BY: _____

NAME: _____
Please Type/Print

TITLE: _____

DATE: _____

ATTEST:

_____

NAME: _____
Please Type/Print

TITLE: _____

CONTRACTOR: RCM Utilities, LLC

BY: F. Allen Bates III

NAME: Francis Allen Bates III
Please Type/Print

ADDRESS: 1451 Pine Grove Road

Eustis, FL 32726

DATE: 09/16/2026

ATTEST:

Virginia Lynn Penley Foley

NAME: Virginia L Penley-Foley
Please Type/Print

TITLE: Admin Assistant

END OF SECTION

Public Works: Antar Unique Multi Services LLC Developer's Agreement

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: October 6, 2026

AGENDA ITEM:

Public Works: Antar Unique Multi Service LLC Developer's Agreement

PRESENTING PARTY:

Bob Titterington, Public Works Director

ITEM TYPE:

Other City Business/Department Updates

BACKGROUND:

This developer's agreement is for parcel number 9024-0542-11, which is located at 13 Laurel Pass Lane, outside the city limits. It is a residential lot near the Baseline Landfill Recycling Center. The water main was extended approximately 160 feet to provide service.

This developer agreement requires the following:
1. Developer shall construct the water main extension per the plan prepared by Abshier Engineering, Inc., dated April 28, 2026.
2. Developer shall maintain all the water mains for a period of 1 year after water main extension is placed into service and until inspected and accepted by City.
3. Developer shall provide proposed usage and anticipated wastewater flow from the Development and permission shall be granted by the Florida Department of Environmental Protection (if required) and the City before any connection to the City's sewer line.
4. Developer shall pay System Development Charges for the Property, based on the Proposed Usage and Flow, as determined in accordance with Belleview City Code.
5. All applicable connection and system development charges must be paid by the developer, to the City, prior to the issuance of a building permit for utilities constructed on developer's property.

RECOMMENDED ACTIONS:

Motion to approve the Antar Unique Multi Service LLC Developer's Agreement

ATTACHMENTS:

Antar Unique Multi Service LLC Developers Agreement

Record and Return to:
Development Services
City of Belleview
5343 SE Abshier Blvd., Belleview, FL 34420

DEVELOPMENT AGREEMENT

THIS DEVELOPER AGREEMENT, by and between:

- **Antar Unique Multi Service LLC**, a Florida limited liability company, and its successors in interest (hereinafter referred to as "DEVELOPER") whose address is 1440 Coral Ridge Drive, Unit 447, Coral Springs Florida, 33071-5433 and

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

W I T T N E S S E T H:

WHEREAS, DEVELOPER owns a parcel of land (the "Property") in Marion County, Florida, more particularly described as Silver Spring Shores Unit 24, Block 542, Lot 11 and a Marion County Tax Parcel Number: 9024-0542-11; and

WHEREAS, DEVELOPER desires to develop the property and has submitted applications and plans to construct a home on a parcel of land in Marion County, Florida; and

WHEREAS, the Development shall be known as "Laurel Pass Lane Lot 11 Water Main Extension"; and

WHEREAS, DEVELOPER desires to connect the PROPERTY to the CITY's wastewater treatment system.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants herein and other good and valuable consideration, the parties covenant and agree as follows:

A. Recitals. The foregoing recitals are true and correct and an integral component of this Agreement.

B. DEVELOPER agrees as follows:

1. DEVELOPER shall construct the water main extension per the plan prepared by Abshier Engineering, Inc., dated April 28, 2026, Attached as **Exhibit "A" Site Plan**.

2. DEVELOPER shall maintain all the water mains for a period of 1 year after water main extension is placed into service and until inspected and accepted by City (see paragraphs C 1 and C 2 herein-below).

3. DEVELOPER shall provide proposed usage and anticipated wastewater flow from the Development and permission shall be granted by the Florida Department of Environmental Protection (if required) and the CITY before any connection to the CITY's sewer line.

4. DEVELOPER shall pay System Development Charges for the Property, based upon the Proposed Usage and Flow, as determined in accordance with Belleview City Code Sec. 86-82(e).

5. All applicable connection and system development chargers must be paid by the DEVELOPER, to the CITY, prior to the issuance of a Building permit for utilities constructed on DEVELOPER's Property.

C. CITY agrees as follows:

1. Upon written notice by DEVELOPER that the one-year maintenance period has expired, the CITY will inspect the improvements within fifteen (15) days and notify DEVELOPER in writing of any maintenance required or deficiencies. The CITY shall have no obligation to inspect until DEVELOPER provides said written request for inspection.

2. Upon written notice regarding expiration of the Developer's one-year maintenance period, the Belleview Public Works Director and/or the city engineer shall inspect the Water Main Extension improvements and notify DEVELOPER of any corrections or repairs needed. After correction of any maintenance and repair items noted, CITY will assume perpetual maintenance of the Water Main Extension improvements lying within the City right-of-way.

D. Mutual Understandings:

1. The DEVELOPER shall execute this agreement and obtain any required permits prior to placing the water main in service.

2. **Annexation.** Once the property is contiguous with City limits, the Developer agrees that the Property will be annexed into the corporate limits of the City, and will pay all costs with respect to the annexation. Simultaneous with execution of this Agreement, the Developer shall execute an Annexation Agreement in a form substantially similar to **Exhibit B** attached hereto. Said Annexation Agreement shall be considered a request for immediate annexation of the Property by the CITY, upon the property becoming contiguous to the City.

3. Should the DEVELOPER fail to execute this Agreement and the Annexation Agreement within thirty (30) days of delivery via email, this agreement shall terminate. Upon such termination, all rights and obligations under this agreement shall be extinguished and a new development agreement shall be required.

4. Should DEVELOPER fail to begin construction within one year of the date of this Agreement, this Agreement shall automatically terminate. Upon such termination, all rights and obligations under this Agreement shall be extinguished and a new development agreement shall be required.

5. This Agreement is the entire agreement of the parties; no promises or representations have been made which are not set forth herein.

6. This Agreement may only be amended by separate written agreement executed by the Parties hereto, or their successors in interest.

7. The laws of the State of Florida shall govern the interpretation of this Agreement. If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

E. It is further understood as follows:

1. Anthony Walker represents and warrants that he is Owner of Antar Unique Multi Service, LLC., and has the power and authority to execute and deliver this Agreement and to bind and commit the DEVELOPER to carry out the terms and fulfill the conditions and obligations of this Agreement; further, that the DEVELOPER has taken all necessary action to approve and ratify the terms of this Agreement, and this Agreement has been duly authorized, executed and delivered on behalf of the DEVELOPER and constitutes its valid, legal and binding agreement and obligations contained herein are enforceable against DEVELOPER, in accordance with the terms herein.

2. Neither party to this Agreement will have the right to claim damages or to terminate this Agreement as a result of the other's failure or delay in performance due to circumstances beyond the control, such as labor disputed, strikes, acts of God or governmental action not the fault of the non-performing party.

3. All notices and other communication required herein shall be in writing and shall be delivered personally (which shall include delivery by courier or overnight delivery service) or be sent by certified or registered mail, postage prepaid, return receipt requested. Items delivered personally shall be deemed delivered on the day of delivery; items sent by certified or registered mail shall be deemed delivered three (3) working days after mailing. Either party may change its address by giving written notice thereof.

CITY'S address: Public Works Director, 5525 SE 119th Street, Belleview, FL 34420, with a copy to City Administrator, 5343 S.E. Abshier Boulevard, Belleview, FL 34420.

DEVELOPER's address: 1440 Coral Ridge Drive – Unit 447, Coral Springs, Florida 33071

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

6. The parties agree that in the event action is required to compel performance of this Agreement or any part thereof, the prevailing party shall be entitled to receive all costs and reasonable attorney's fees in connection with such proceedings from the non-prevailing party. The Parties further agree that should such legal action be required, venue for said action shall be in Marion County, Florida.

(signatures on following page)

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

CITY:

City of Belleview, Florida

_____
Witness

By:_____
Christine K. Dobkowski
Mayor/Commissioner

_____
Print Witness Name

_____
Witness

_____
Print Witness Name

ATTEST:

_____
Lezli Merritt
City Clerk

STATE OF FLORIDA
COUNTY OF MARION

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

(Seal)

_____
Notary Public, State of Florida

Name:_____
(Please print or type)

Commission Number:_____

Commission Expires:_____

This page intentionally left blank.

DEVELOPER:

Antar Unique Multi Service, a Florida Limited Liability Company

Carrie Beck
Witness

Carrie Beck
Print Witness Name

Witness

Neal Sickler
Print Witness Name

By: _____
Anthony Walker, Owner

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 3 day of September 2026, by Anthony Walker as Owner of Antar Unique Multi Service, LLC, a Florida Limited Liability Company, ☐ who is personally known to me or ☑ produced a FL Drivers License as identification.

(Seal) Notary Public State of Florida Carrie Beck My Commission HH 619649 Expires 3/31/2027

Carrie Beck
Notary Public, State of Florida

Name: Carrie Beck
(Please print or type)

Commission Number: HH619649

Commission Expires: 3-31-2027

Exhibit A
Site Plan

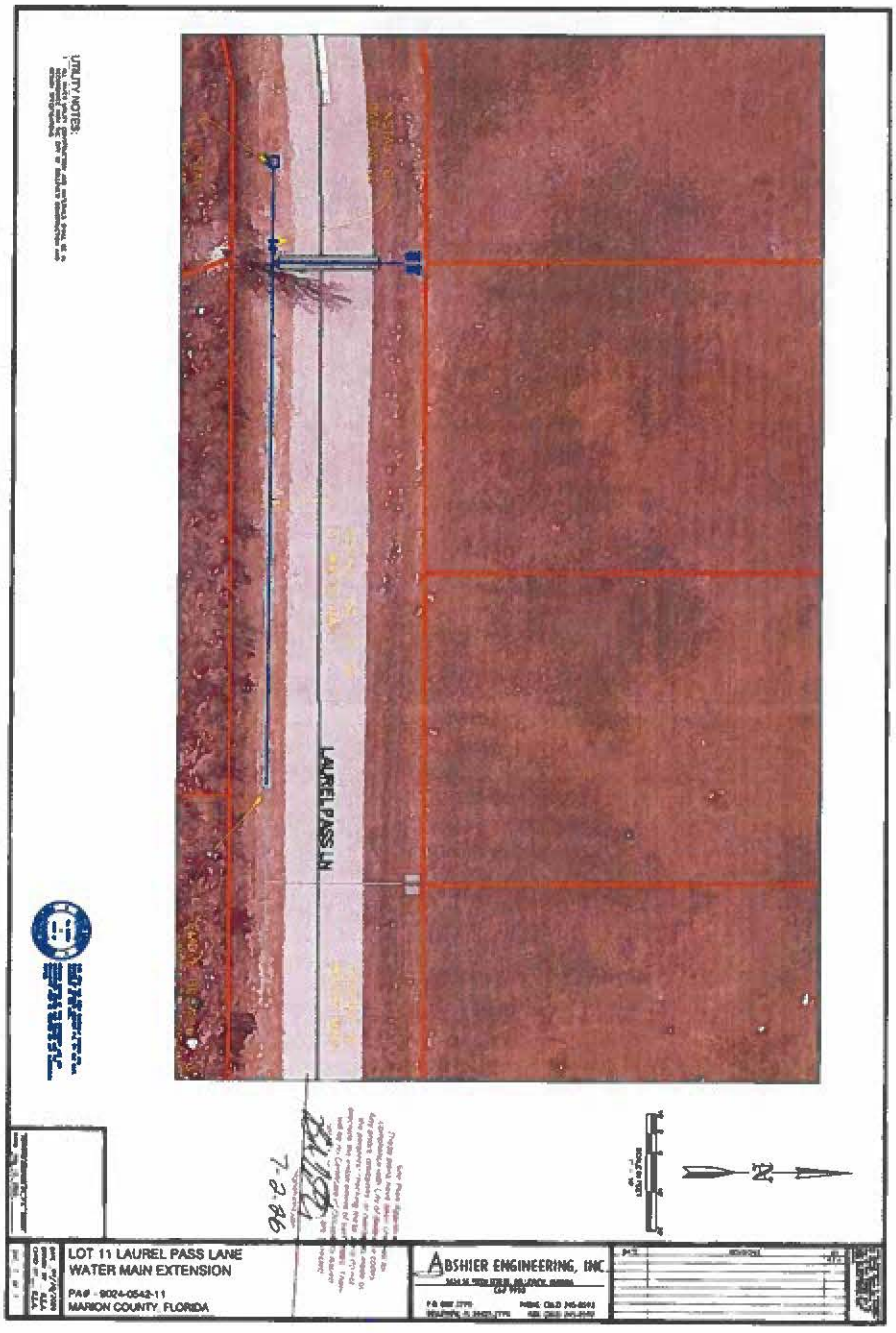


Exhibit B
Annexation Agreement

Document Prepared by:
City of Belleview
5343 SE Abshier Boulevard
Belleview, FL 34420
352-245-7021

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT entered into on this ___ day of _____, 2026, by and between: Anthony Walker – Owner, Antar Unique Multi Service LLC, and the City of Belleview, Florida, for annexation of the following-described property located in Marion County, Florida, to wit:

Whereas, DEVELOPER owns a parcel of land in Marion County, Florida, hereafter referred to as the "Property" and more particularly described as Silver Spring Shores Unit 24, Block 542, Lot 11; and Marion County Tax Parcel Number: 9024-0542-011; and

Whereas, the Property is located within the unincorporated area of Marion County, Florida; and

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

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

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

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

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

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

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

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

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

2. **Connection**.

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

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

3. **Annexation**.

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

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

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

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

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

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

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

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

   4.3. Following annexation:

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

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

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

5.1. Owner hereby grants and conveys to the City's Land Development Director, including the successors or designee of the Land Development Director, a Special Power of Attorney to exercise any and all rights of Owner, and any successors in interest to Owner, including any purchasers, mortgage holders, lien holders or other persons who may claim an interest in the Property to do the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **Attorney's Fees**. If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

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

10. **Severability Clause.**

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

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

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

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

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

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

CITY:

City of Belleview, Florida

By:_____
Christine K. Dobkowski
Mayor/Commissioner

_____
Witness

_____
Print Witness Name

_____
Witness

_____
Print Witness Name

ATTEST:

_____
Lezli Merritt
City Clerk

STATE OF FLORIDA
COUNTY OF MARION

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

(Seal)

_____
Notary Public, State of Florida

Name:_____
(Please print or type)

Commission Number: _____

Commission Expires:_____

DEVELOPER:

Antar Unique Multi Service Limited Liability Company

Carrie Beck
Witness

By: _____
Anthony Walker, Owner

Carrie Beck
Print Witness Name

_____
Witness

Neal Sickler
Print Witness Name

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 3 day of September 2026, by Anthony Walker as Owner of Antar Unique Multi Service LLC, a Florida Limited Liability Company, ☐ who is personally known to me or ☑ produced a FL Drivers License as identification.

(Seal)

Notary Public State of Florida
Carrie Beck
My Commission HH 619649
Expires 3/31/2027

Carrie Beck
Notary Public, State of Florida

Name: Carrie Beck
(Please print or type)

Commission Number: HH619649

Commission Expires: 3-31-2027

Public Works: 484 Market LLC Developer's Agreement

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: October 6, 2026

AGENDA ITEM:

Public Works: 484 Market LLC Developer's Agreement

PRESENTING PARTY:

Bob Titterington, Public Works Director

ITEM TYPE:

Other City Business/Department Updates

BACKGROUND:

This developer's agreement is for parcel number 41401-002-01, which is located at 5195 SE 132nd Street Road, inside city limits. This parcel is approximately 2.99 acres and is currently operating as 7-Eleven.

This developer's agreement requires the following:
1. Developer shall construct the sewer main extension pursuant to the Site Utility Plan.
2. Maintain, at the Developer's sole cost and expense, the Sewer Main Extension for a period of one (1) year after the City's final inspection and acceptance of the Sewer main Extension and its placement into active service.

RECOMMENDED ACTIONS:

Motion to approve the 484 Market LLC Developer's Agreement

ATTACHMENTS:

484 Market LLC Developers 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.

This Instrument Prepared by and Return To:
Eric Coffman, Esq.
Miskel Backman LLP
14 SE 4th Street, Suite 36
Boca Raton, Florida 33432

Record and Return to:
Development Services
City of Belleview
5343 SE Abshier Blvd. Belleview, FL 34420

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT, by and between:

- 484 Market, LLC a Florida limited liability company, and its successors in interest (hereinafter referred to as "**Developer**") whose address is 4440 PGA Boulevard, Suite 600, Palm Beach Gardens, Florida; and

- City of Belleview, Florida, a municipal corporation of the State of Florida, whose address is 5343 SE Abshier Boulevard, Belleview, Florida, ("**City**", together with the Developer, the "**Parties**").

WITNESSETH:

WHEREAS, Developer owns a parcel of land (the "**Property**") in Marion County, Florida, more particularly described in **Exhibit "A"** attached hereto; and

WHEREAS, The Property is intended to be included within the subdivision to be known as 484 Business Park North- Phase 1 (the "**Subdivision**"), to be approved by the City; and

WHEREAS, on July 10, 2025, the City approved that certain Utility Plan prepared by Common Oak Engineering, dated May 30, 2025 ("**Site Utility Plan**") attached hereto as "**Exhibit "B"**, in furtherance of the construction and installation of a sewer main extension, including all appurtenances, connections, manholes, and related infrastructure (collectively, the "**Sewer Main Extension**") to provide service to the Property and the Subdivision.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants herein and other good and valuable consideration, the Parties covenant and agree as follows:

1. **Recitals**. The foregoing recitals are acknowledged by the Parties to be accurate to the best of their knowledge and are incorporated herein for reference purposes only.

2. **Developer's Covenants**. Developer shall:

   (a) Construct the Sewer Main Extension pursuant to the Site Utility Plan.

   (b) Maintain, at the Developer's sole cost and expense, the Sewer Main Extension for a period of one (1) year after the City's final inspection and acceptance of the Sewer Main Extension and its placement into active service, issuance of permanent C.O. (the "**Developer's Maintenance Period**"), The Developer shall request a final inspection after the Developer's Maintenance

Period for a final inspection and acceptance by the City. The city shall perform the inspection and notify the developer of any maintenance required or defects that must be repaired before the city assumes all maintenance, repair and replacement obligations of the Sewer Main Extension. Thereafter, the City shall assume all responsibility for all maintenance and repairs at its sole cost and expense, as set forth in Section 3(c) below. This assumption by the City shall constitute a full and complete release and discharge of Developer from any and all further maintenance, repair, replacement, liability, or other obligations whatsoever with respect to the Sewer Main Extension, effective as of the date of such assumption, and thereafter Developer's obligations shall cease entirely, and the City's obligations shall commence without any gap or overlap in responsibility.

3. **City's Covenants**.

(a) Upon the complete execution of this Agreement the City shall authorize the issuance of all necessary building permits, including but not limited to structural, site development, and utility-related permits, required by the City for the construction of improvements located on the Property.

(b) Upon the complete execution of this Agreement, the City shall permit Developer to connect the Sewer Main Extension and related infrastructure to the City's water and sewer systems in connection with the development of the Property.

(c) After the expiration of the Developer's Maintenance Period, the Developer's maintenance obligations as set forth in Section 2(b) shall cease., Thereafter, the City shall be solely responsible, at the City's sole cost and expense, for all maintenance, repair and replacement obligations with respect to the Sewer Main Extension. The City's maintenance obligations shall include, without limitation, maintaining, replacing and repairing the sewer main up to the point of connection to the City's sewer system, and the continual cleaning, repairing and replacing of the Sewer Main Extension (Line 316, Manhole 315 only as shown on the Site Utility Plan) to ensure they remain in a neat, properly functional and safe condition. This responsibility includes, without limitation, addressing any leaks, blockages, structural failures, or operational deficiencies. All utility lines beyond Manhole 315, including connection as shown on the Site Utility Plan are private and maintained by developer.

4. **Miscellaneous Provisions**:

(a) The Developer shall execute this Agreement prior to placing Sewer Main Extension in service.

(b) This Agreement is the entire agreement of the Parties; no promises have been made which are not set forth herein.

(c) This Agreement may only be amended by separate written agreement executed by the Parties hereto, or their successors in interest.

(d) The laws of the State of Florida shall govern the interpretation of this Agreement. If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

(e) The Parties represent and warrant to each other that the undersigned each have the power and authority to execute and deliver this Agreement and that each Party has taken all necessary action to approve and ratify the terms of this Agreement. Further, the Parties represent that this Agreement has been duly authorized, executed and delivered on behalf of the respective Parties, and that this Agreement constitutes a valid, legal and binding agreement in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(f) Neither Party to this Agreement will have the right to claim damages or to terminate this Agreement as a result of the other Party's failure or delay in performance due to circumstances beyond that Party's control, including, but not limited to acts of God, natural disasters (e.g., fires, floods, earthquakes, hurricanes), epidemics, pandemics, war, terrorism, civil unrest, insurrections, riots, embargoes, governmental action (including, without limitation, changes in law, regulations, or orders, or the failure or delay of any governmental authority to issue necessary permits or approvals, provided such governmental action or inaction is not caused by the fault or negligence of the non-performing Party), national emergencies, strikes, labor disputes, lockouts, or other industrial disturbances, power outages, or failures of public utilities or common carriers (Collectively, a "**Force Majeure Event**"). The Party experiencing a Force Majeure Event shall promptly notify the other Party in writing of the occurrence of such event, its anticipated duration, and the extent to which it is expected to affect its performance. The affected Party shall use commercially reasonable efforts to mitigate the effects of the Force Majeure Event and to resume performance as soon as reasonably practicable

(g) All notices and other communication required herein shall be in writing and shall be delivered personally (which shall include delivery by courier or overnight delivery service) or be sent by certified or registered mail, postage prepaid, return receipt requested. Items delivered personally shall be deemed delivered on the day of delivery; items sent by certified or registered mail shall be deemed delivered three (3) working days after mailing. Either Party may change its address by giving written notice thereof.

(h) The Parties agree that in the event action is required to compel performance of this Agreement or any part thereof, the prevailing Party shall be entitled to receive all costs and reasonable attorney's fees in connection with such proceedings from the non-prevailing party.

(i) The Parties, within fifteen (15) days of its receipt of a written request from the other, shall from time to time provide the requesting Party, a certificate binding upon such Party stating: (i) that this Agreement is in full force and effect and has not been amended or modified (or, if amended or modified, specifying the nature of such amendments or modifications); (ii) that, to the best of the certifying Party's knowledge, there exists no default under this Agreement by either Party (or, if a default exists, specifying the nature of such default); (iii) the dates of commencement and expiration of any applicable maintenance or performance periods; (iv) that the requesting Party is not in breach of any of its obligations under this Agreement (or, if in breach, specifying the nature of such breach); and (v) any other information reasonably requested by the other Party or its designee that is relevant to the status or enforceability of this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused these present to be executed this _____, day of _____, 2026.

CITY:

City of Belleview, Florida

_____
Witness

By:_____
Christine Dobkowski
Mayor/Commissioner

_____
Print Witness Name

Address: _____

_____

_____
Witness

_____
Print Witness Name

Address: _____

_____

ATTEST:

_____
Lezli Merritt
City Clerk

STATE OF FLORIDA
COUNTY OF MARION

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

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

IN WITNESS WHEREOF, the Parties have caused these present to be executed this 28, day of SEPTEMBER, 2026.

DEVELOPER

484 Market, LLC a Florida limited liability company

By: Blackfin Acquisitions, LLC,
a Florida limited liability company, its Manager

By: _____
Name: Nathan J. Landers
Title: Manager

_____
Witness

David Crystal
Print Witness Name

Address: 4440 PGA Blvd Suite 600
Palm Beach Gardens, FL 33410

_____
Witness

Stephanie Crystal
Print Witness Name

Address: 1841 Henley St.
St. Cloud, FL 34771

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 28 day of September 2026, by Nathan J. Landers as Manager of Blackfin Acquisitions, LLC, a Florida limited liability company the Manager of 484 Market, LLC a Florida limited liability company, who is ☑ personally known to me or [ ] provided a _____ as identification .

Amy Swisher
Notary Public, State of Florida
Name: Amy Swisher
(Please print or type)
Commission Number: HH 487862
Commission Expires: 2/1/2028

AMY L SWISHER
Notary Public - State of Florida
Commission # HH 487862
My Comm. Expires Feb 1, 2028

Exhibit A
Legal Description

EXHIBIT A
[THE PROPERTY]

The Land referred to herein below is situated in the County of MARION, State of Florida, and is described as follows:

PARCEL 1:
A PORTION OF NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 17 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE THE SOUTHWESTERLY MOST CORNER OF BENNAII OAKS PHASE I, AS PLAT THEREOF RECORDED IN PLAT BOOK 15, PAGES 20 THROUGH 25 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE S.38°16'04"W., 522.75 FEET TO THE POINT OF BEGINNING; THENCE S.00°17'12"W., 258.95 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF S.E. 132ND STREET ROAD PER OFFICIAL RECORDS BOOK 3470, PAGE 1130 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY RIGHT OF WAY THE FOLLOWING FIVE (5) COURSES: (1) SAID POINT BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2,582.30 FEET, A CENTRAL ANGLE OF 07°42'01", AND A CHORD BEARING AND DISTANCE OF S.80°34'23"W., 346.79 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 347.05 FEET TO THE END OF SAID CURVE; (2) THENCE S.77°36'27"W., 85.87 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 13°39'14", AND A CHORD BEARING AND DISTANCE OF S.84°26'04"W., 30.91 FEET; (3) THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 30.98 FEET TO THE END OF SAID CURVE; (4) THENCE N.23°02'02"W., 41.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 251.00 FEET, A CENTRAL ANGLE OF 32°44'08", AND A CHORD BEARING AND DISTANCE OF N.12°18'11"E., 141.46 FEET; (5) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 143.41 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, ALONG THE EASTERLY RIGHT OF WAY OF HIGHWAY NO. 484 PER SAID OFFICIAL RECORDS BOOK THE FOLLOWING THREE (3) COURSES: (1) THENCE N.28°40'14"E., 156.51 FEET; (2) THENCE N.17°21'46"E., 51.00 FEET; (3) THENCE N.28°40'14"E., 29.21 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE S.64°11'04"E., 112.12 FEET; THENCE S.89°30'38"E., 238.13 FEET TO THE POINT OF BEGINNING SAID LANDS CONTAINING 2.99 ACRES, MORE OR LESS.

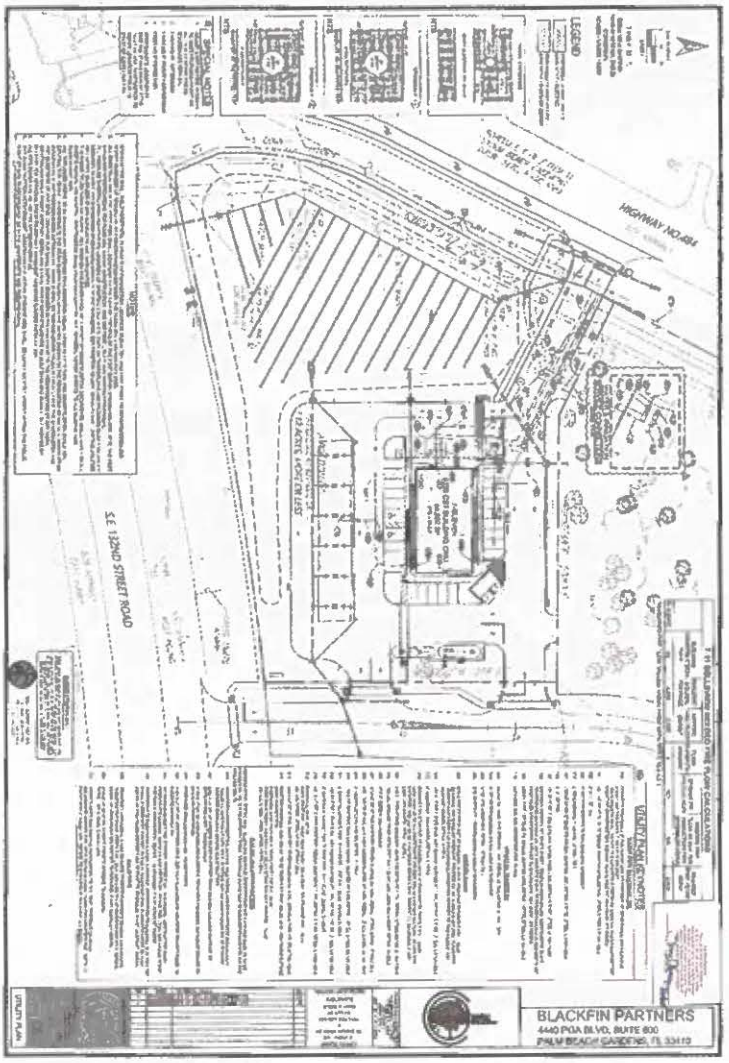
PARCEL 2:
AND TOGETHER WITH AND SUBJECT TO A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS CREATED IN THAT CERTAIN DEVELOPER'S AGREEMENT AS AMENDED BY THAT CERTAIN AMENDMENT TO DEVELOPER'S AGREEMENT BOTH BEING RECORDED ON JULY 17, 2019, IN OFFICIAL RECORDS BOOK 7833, PAGE 798, PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

PARCEL 3:
TOGETHER WITH AND SUBJECT TO NON-EXCLUSIVE EASEMENT RIGHTS CREATED IN THAT CERTAIN DECLARATION OF COVENANTS AND RESTRICTIONS FOR 484 BUSINESS PARK, TO BE RECORDED IN THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
PARCEL 4:

TOGETHER WITH AND SUBJECT TO EASEMENTS CREATED IN THAT CERTAIN AGREEMENT CONCERNING CONSTRUCTION OF IMPROVMENTS AND RELATED MATTERS TO BE RECORDED IN THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

GREGORY C HARRELL MARION COUNTY FL
CFN# 2025132825 OR BK 8728 PG 595 Pgs 0592-0595 10/03/2025 10:49:35 AM

Exhibit B
Utility Site Plan



Police Department: Updates

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: October 6, 2026

AGENDA ITEM:

Police Department: Updates

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: October 6, 2026

AGENDA ITEM:

Information Technology: Updates

PRESENTING PARTY:

Kevin Towne, IT Director

ITEM TYPE:

Other City Business/Department Updates

BACKGROUND:

RECOMMENDED ACTIONS:

ATTACHMENTS:

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

City Attorney: Updates

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: October 6, 2026

AGENDA ITEM:

City Attorney: Updates

PRESENTING PARTY:

Fred Landt, Attorney

ITEM TYPE:

Other City Business/Department Updates

BACKGROUND:

RECOMMENDED ACTIONS:

ATTACHMENTS:

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

City Administrator: Updates

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: October 6, 2026

AGENDA ITEM:

City Administrator: Updates

PRESENTING PARTY:

Mariah Moody, City Administrator

ITEM TYPE:

Other City Business/Department Updates

BACKGROUND:

RECOMMENDED ACTIONS:

ATTACHMENTS:

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

Commission Updates

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: October 6, 2026

AGENDA ITEM:

Commission Updates

PRESENTING PARTY:

Mayor Dobkowski

ITEM TYPE:

Commission Updates

BACKGROUND:

Updates From:

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

RECOMMENDED ACTIONS:

ATTACHMENTS:

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