



# Marion County

## Board of County Commissioners

### Workshop

### Meeting Agenda

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Tuesday, December 3, 2024

2:00 PM

McPherson Governmental  
Campus Auditorium

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### Joint Workshop with the Board of County Commissioners and Belleview City Commission

INTRODUCTION OF WORKSHOP BY CHAIRMAN KATHY BRYANT

PLEDGE OF ALLEGIANCE

ROLL CALL

### WORKSHOP PRESENTATION

1. [Marion County Animal Services Presentation](#)
2. [Marion County Fire Rescue Presentation](#)
3. [Marion County Library Services Presentation](#)
4. [City of Belleview Presentation - Roads Between St Theresa's Church and the Winn Dixie Grocery Store in Floyd's Subdivision](#)
5. [City of Belleview Presentation - Proposed Resurfacing Project SE 102nd Place Road and SE 52nd Court](#)
6. [City of Belleview Presentation - Santos Bike Trail Connector: Belleview Lake Lillian Santos](#)
7. [City of Belleview Presentation - Proposed City / County Roadway Mill/Resurface/Sidewalk Project: SE 55th Ave Road from US 441 to CR 484](#)
8. [City of Belleview Presentation - Parks Update](#)
9. [Marion County Parks & Recreation Presentation](#)

### BOARD DISCUSSION AND CLOSING COMMENTS



# Marion County

## Board of County Commissioners Workshop

### Agenda Item

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**File No.:** 2024-17368

**Agenda Date:** 12/3/2024

**Agenda No.:** 1.

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**SUBJECT:**

**Marion County Animal Services Presentation**

**INITIATOR:**

**Kyra Lynch, Director**

**DEPARTMENT:**

**Animal Services**

**DESCRIPTION/BACKGROUND:**

Marion County Animal Services will present information regarding the services provided within the City of Belleview.

**BUDGET/IMPACT:**

None

**RECOMMENDED ACTION:**

Informational only.



## MARION COUNTY ANIMAL SERVICES

## News & Updates

- New MCAS Animal Shelter coming December 2025!
- Weblicensing is Live - Purchase & Renew Licenses online (QR Code to the right)
  - All dogs and cats over 4 months of age are required to have a Marion County License
- Marion County Animal Control Ordinance is being amended
- Volunteer Hours increased by 3,752 hours from FY23 to FY24



## Interlocal Agreement

- Purpose & Intent: to improve public safety by designating Marion County Animal Control Officers and employees as those with authority to perform animal control services, enforcement, and functions with city limits.
- MCAS responds to calls regarding violations of the Marion County Animal Control Ordinance and is granted the right to impose fines.
- Compensation for services performed is based on a pro rata share of actual expenditures; the pro rata share is based on the Local Government Sales Revenue Estimates formula.



## Fiscal Year 2024

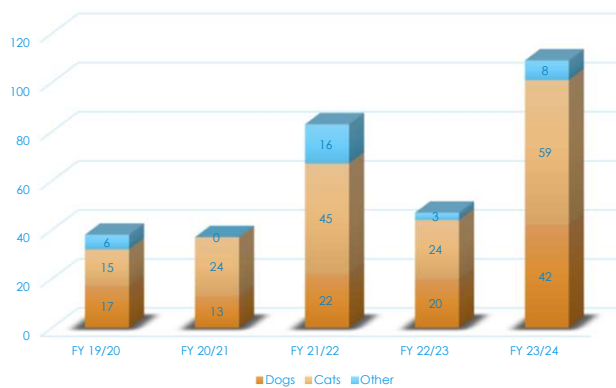
### Marion County

- Total Intake – 9,201
  - Dogs – 3,713
  - Cats – 5,132
  - Other – 356

### City of Belleview

- Total Intake – 109
  - Dogs – 42
  - Cats – 59
  - Other – 8

City of Belleview - Past 5 years



## Fiscal Year 2024



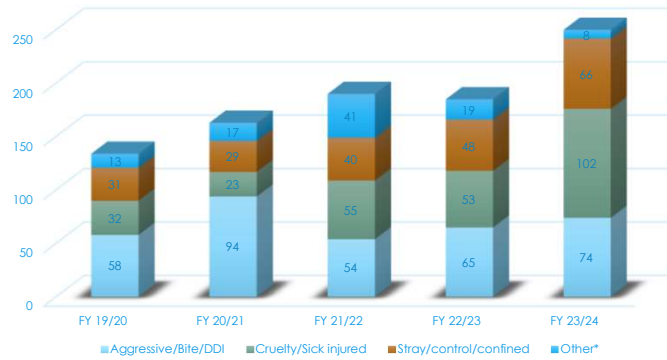
### Marion County

■ Total Responses – 23,165

### City of Belleview

■ Total Responses - 250

City of Belleview – Past 5 years



QUESTIONS?



# Marion County

## Board of County Commissioners Workshop

### Agenda Item

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**File No.:** 2024-17385

**Agenda Date:** 12/3/2024

**Agenda No.:** 2.

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**SUBJECT:**

**Marion County Fire Rescue Presentation**

**INITIATOR:**

**James Banta, Chief**

**DEPARTMENT:**

**Fire Rescue**

**DESCRIPTION/BACKGROUND:**

Marion County Fire Rescue will present information regarding the services provided within the City of Belleview.

**BUDGET/IMPACT:**

None

**RECOMMENDED ACTION:**

Informational only.

# MARION COUNTY FIRE RESCUE

CITY OF BELLEVUE- FIRE STATION 18



Empowering Marion for Success

1

## Common Definitions Used By Fire Rescue

- ISO- The ISO (Insurance Services Office) rating is a crucial assessment for fire departments in the United States, directly influencing both the department's operations and the community it serves.
  - The ISO's Public Protection Classification (PPC) program evaluates a fire department's ability to protect its community from fire-related incidents, and assigns a rating that can affect property insurance rates for homes and businesses within the department's jurisdiction.
  - MCFR has a ISO rating of 2/2Y
- NFPA-The National Fire Protection Association (NFPA) is a global nonprofit organization devoted to eliminating death, injury, property, and economic loss due to fire, electrical, and related hazards.
  - Founded in 1896, the NFPA develops and publishes more than 300 codes and standards that are designed to minimize the risk and effects of fire and other hazards.

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## Common Definitions Used By Fire Rescue



- Workload- Workload is the first factor for consideration. The measure of how much work an individual unit incurs could be as simple as a sum of incidents within a given period of time, such as a year.
  - However, incident duration can vary significantly from minutes to hours and thus this method does not provide the best measure of workload.
  - A more accurate method—while still not a perfect measure—is to consider the amount of time to which a unit is assigned and compare that to the amount of time the unit is in service, a measure referred to as unit hour utilization.
  - The imperfection of this measure is that it does not capture other on-duty activities such as training, station maintenance, apparatus maintenance, hydrant testing, hose testing, pre-incident planning, public education events, etc.

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## Common Definitions Used By Fire Rescue



- Resource Reliability- refers to the number of incidents occurring simultaneously within the service area.
  - As the number of simultaneous incidents increases, the ability to respond to additional calls for service decreases.
  - Displayed in percentage of occurrence.

Level of reliability	Percentage
Low	0-10%
Moderate	11-20%
High	21-30% or More

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## Common Standards Governing Fire Rescue

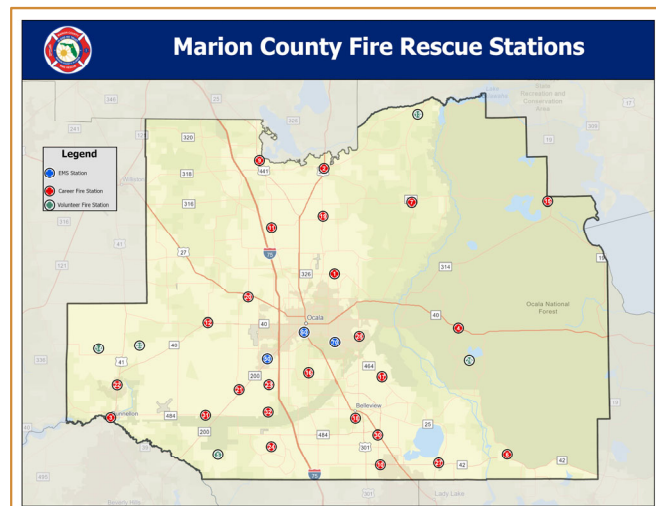
- NFPA 1061: Standard for Public Safety Telecommunications Personnel Professional Standards Qualifications
- NFPA 1201: Standard for Providing Fire and Emergency Services to the Public
- NFPA 1225, Standard for Emergency Services Communications
- NFPA 1660: Standard for Emergency, Continuity, and Crisis Management: Preparedness, Response, and Recovery
- NFPA 1620: Standard for Pre-Incident Planning
- NFPA 1710, Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments.
- NFPA 1720, Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments.

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## MARION COUNTY FIRE RESCUE

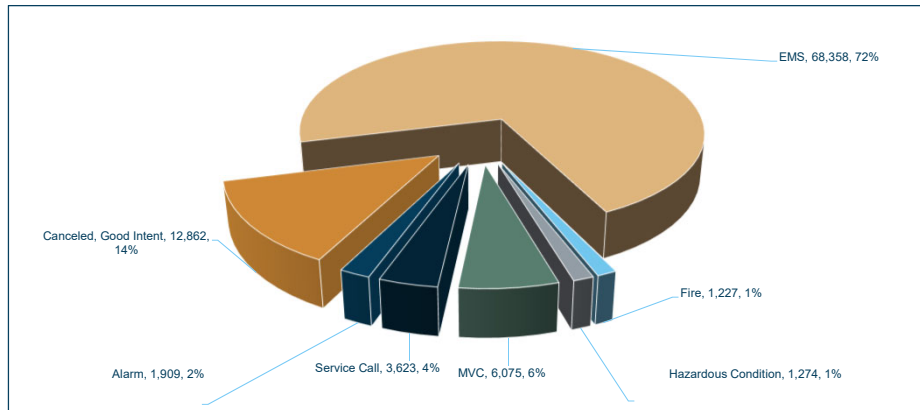
MCFR STAFFS 25 CAREER FIRE STATIONS AND 3 EMS STATIONS EVERY DAY.

811 DEDICATED STAFF



6

# Marion County Fire Rescue Service Demand

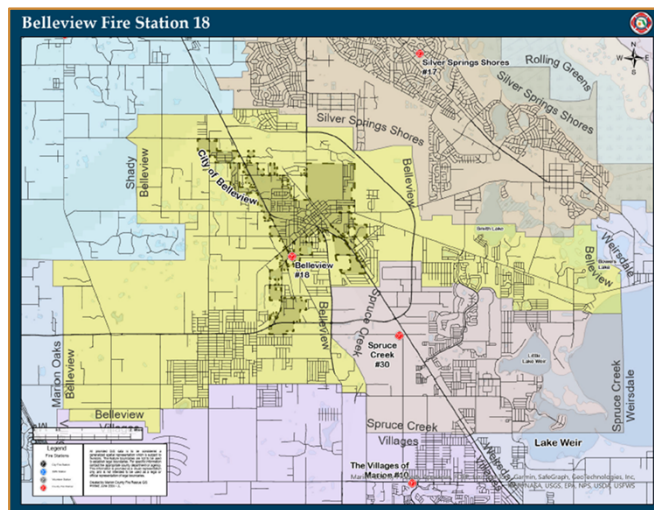


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## BATTALION 3

THE FOLLOWING FIRE STATIONS ARE LOCATED IN BATTALION 3:

- FIRE STATION 18
- FIRE STATION 16
- FIRE STATION 10
- FIRE STATION 27
- FIRE STATION 30



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## FIRE STATION 18

THE FOLLOWING RESOURCES ARE LOCATED IN FIRE STATION 18:

- TOWER 2
- ENGINE 18
- RESCUE 18
- RESCUE 518
- BATTALION 3

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## FIRE STATION 18

THE FOLLOWING MINIMUM STAFFING IS ASSIGNED TO FIRE STATION 18:

- TOWER 2- 3 FIREFIGHTERS
- ENGINE 18- 3 FIREFIGHTERS
- RESCUE 18- 2 FIREFIGHTERS
- RESCUE 518- 2 FIREFIGHTERS
- BATTALION 3- 1 BATTALION CHIEF

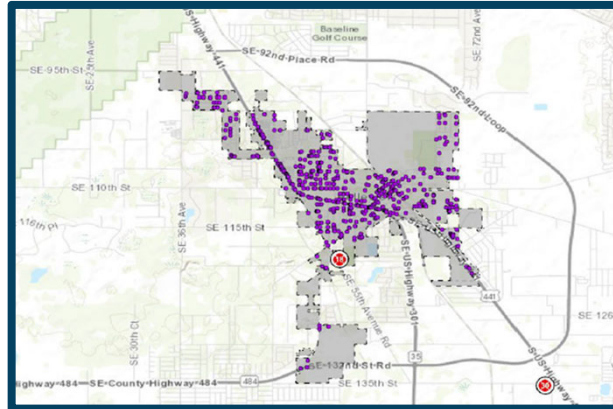
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## City of Belleview Service Demand

Priority	Count
Urgent Medical	922
Life Threat	71
Life Threat Fire	5
Urgent Fire	123
Omega Fire	100
Immediate Medical Assist	336
Immediate Fire Assist	45
Routine Medical	138
Routine Fire	42
Total Incidents	1782



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## Closest Fire Suppression Response

- Station 18 (Belleview)
  - Tower 2
  - Engine 18
- Station 30 (Spruce Creek)
  - Engine 30
- Station 10 (The Villages)
  - Engine 10
- Station 27 (Weirsdale)
  - Engine 27

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## Closest Fire Suppression Response Reliability



- Station 18 (Bellevue)
  - Low level of incident reliability per non-transport unit at .45 % in FY22/23
- Station 30 (Spruce Creek)
  - Low level of incident reliability per non-transport unit at 7.62 % in FY22/23
- Station 10 (The Villages)
  - Moderate level of incident reliability per non-transport unit at 11.56 % in FY22/23
- Station 27 (Weirsdale)
  - Low level of incident reliability per non-transport unit at 6.63 % in FY22/23

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## Closest Ambulance Response



- Station 18 (Bellevue)
  - Rescue 18
  - Rescue 518
- Station 30 (Spruce Creek)
  - Rescue 30
  - Rescue 530
- Station 10 (The Villages)
  - Rescue 10
  - Rescue 510
- Station 27 (Weirsdale)
  - Rescue 27

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## Closest Ambulance Response Reliability



- Station 18 (Bellevue)
  - Low level of incident reliability per transport unit at 5.63% in FY22/23
- Station 30 (Spruce Creek)
  - Low level of incident incident reliability per transport unit at 3.8% in FY22/23
- Station 10 (The Villages)
  - Low level of incident reliability per transport unit at 8.6% in FY22/23
- Station 27 (Weirsdale)
  - High level of incident reliability per transport unit at 20.47 in FY22/23

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## QUESTIONS?



# Marion County

## Board of County Commissioners Workshop

### Agenda Item

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**File No.:** 2024-17358

**Agenda Date:** 12/3/2024

**Agenda No.:** 3.

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**SUBJECT:**

**Marion County Library Services Presentation**

**INITIATOR:**

**Lee Schwartz, Assistant Director**

**DEPARTMENT:**

**Library Services**

**DESCRIPTION/BACKGROUND:**

Marion County Library Services will present information regarding the services provided within the City of Belleview.

**BUDGET/IMPACT:**

None

**RECOMMENDED ACTION:**

Informational only.







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# Marion County

## Board of County Commissioners Workshop

### Agenda Item

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**File No.:** 2024-17380

**Agenda Date:** 12/3/2024

**Agenda No.:** 4.

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**SUBJECT:**

**City of Belleview Presentation - Roads Between St Theresa's Church and the Winn Dixie Grocery Store in Floyd's Subdivision**

**INITIATOR:**

**Christine Dobkowski, Mayor**

**DEPARTMENT:**

**City of Belleview**

**DESCRIPTION/BACKGROUND:**

Several questions have been received about the roads between St Theresa's Church and the Winn Dixie grocery store in Floyd's Subdivision. The Subdivision is in Marion County, but because of the location, citizens think they are within the City limits of Belleview. The City is requesting an update on any plans the County may have for the roads in this area.

**BUDGET/IMPACT:**

None

**RECOMMENDED ACTION:**

Review and discussion.



# Item Cover Page

## **CITY COMMISSION WORKSHOP AGENDA ITEM REPORT**

**DATE OF MEETING:** December 3, 2024

### **AGENDA ITEM:**

Roads - Floyd's Subdivision

### **PRESENTING PARTY:**

Mayor Dobkowski

### **ITEM TYPE:**

Presentation

### **BACKGROUND:**

We have been receiving several questions about the roads between St Theresa's Church and the Winn Dixie grocery store in Floyd's Subdivision. The subdivision is in Marion County, but because of the location, the citizens think they are within the City limits of Belleview. The City is requesting an update on any plans the county may have for the roads in this area.

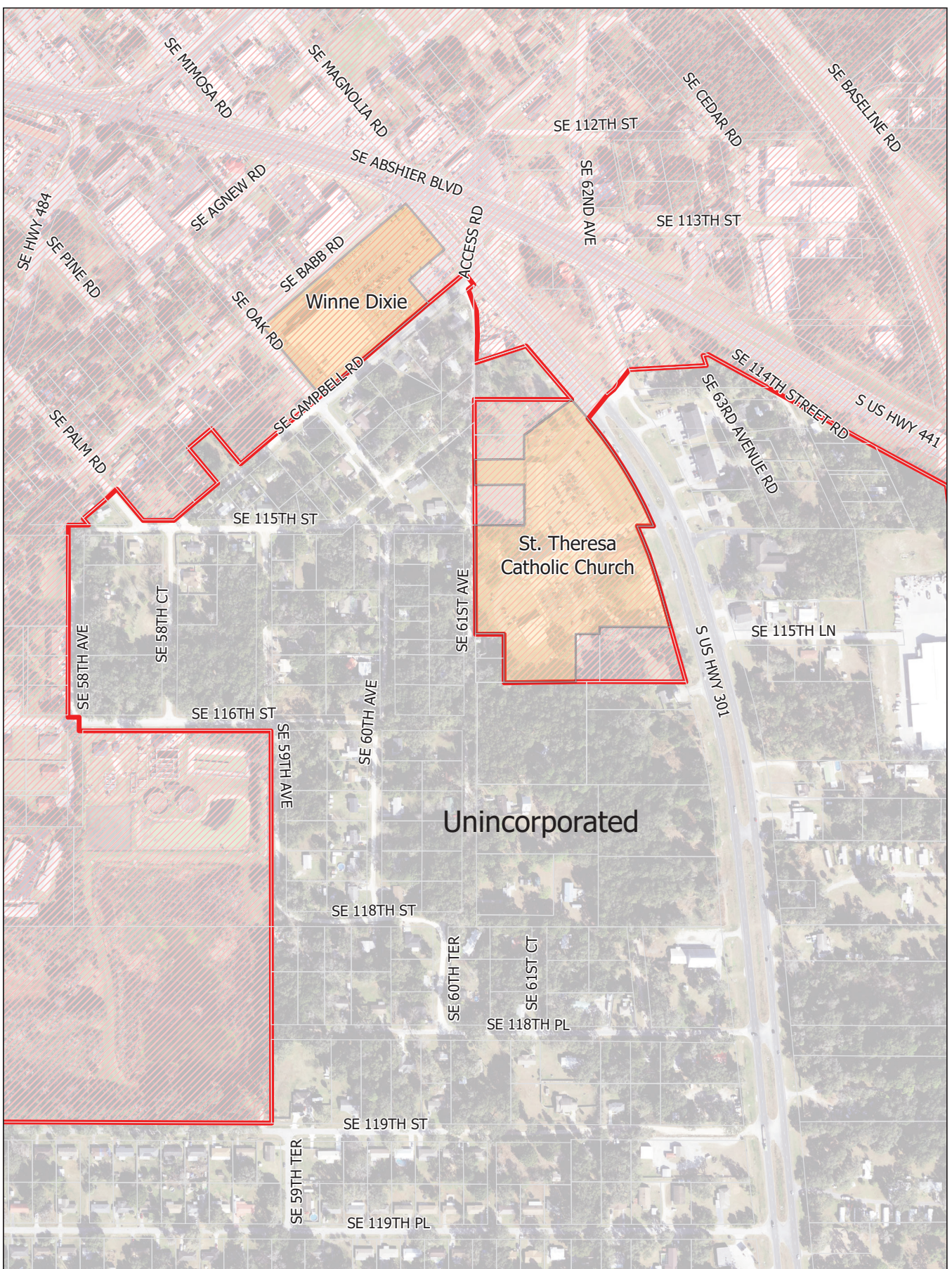
### **RECOMMENDED ACTIONS:**

Discussion / update

### **ATTACHMENTS:**

[Area Bordering City - Floyd's Subdivision.pdf](#)





## Unincorporated Area Bordering City



- City Boundary 2023
- St Theresa Catholic Church
- Winne Dixie





# Marion County

## Board of County Commissioners Workshop

### Agenda Item

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**File No.:** 2024-17381

**Agenda Date:** 12/3/2024

**Agenda No.:** 5.

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**SUBJECT:**

**City of Belleview Presentation - Proposed Resurfacing Project SE 102nd Place Road and SE 52nd Court**

**INITIATOR:**

**Bob Titterington, P.E., Director**

**DEPARTMENT:**

**Belleview Public Works**

**DESCRIPTION/BACKGROUND:**

The proposed route for the Santos Bike Connector (Lake Lillian to Santos) is SE 102nd PI Rd from US 441 to SE 52nd Court. The City and County own and maintain different segments of SE 102nd PI Rd and SE 52nd Court. The improvements for the trail are outside of the pavement area along SE 102nd PI Rd.

The City of Belleview will provide maintenance for the paved trail once completed. The current roadway is in need of an overlay to extend the life of the pavement and eliminate potholes. The City would accept maintenance of the roadway with the trail construction and completion of the pavement improvements by the County.

**BUDGET/IMPACT:**

None

**RECOMMENDED ACTION:**

Review and discussion.



# Item Cover Page

## **CITY COMMISSION WORKSHOP AGENDA ITEM REPORT**

**DATE OF MEETING:** December 3, 2024

### **AGENDA ITEM:**

Proposed Resurfacing Project SE 102nd Place Rd and SE 52nd Court

### **PRESENTING PARTY:**

Bob Titterington, Public Works Director

### **ITEM TYPE:**

Presentation

### **BACKGROUND:**

SE 102nd Pl Rd from US 441 to SE 52nd Court is the proposed route for the Santos Bike Connector (Lake Lillian to Santos). The City and County own and maintain different segments of SE 102nd Pl Rd and SE 52nd Court. The improvements for the trail are outside of the pavement area along SE 102nd Pl Rd.

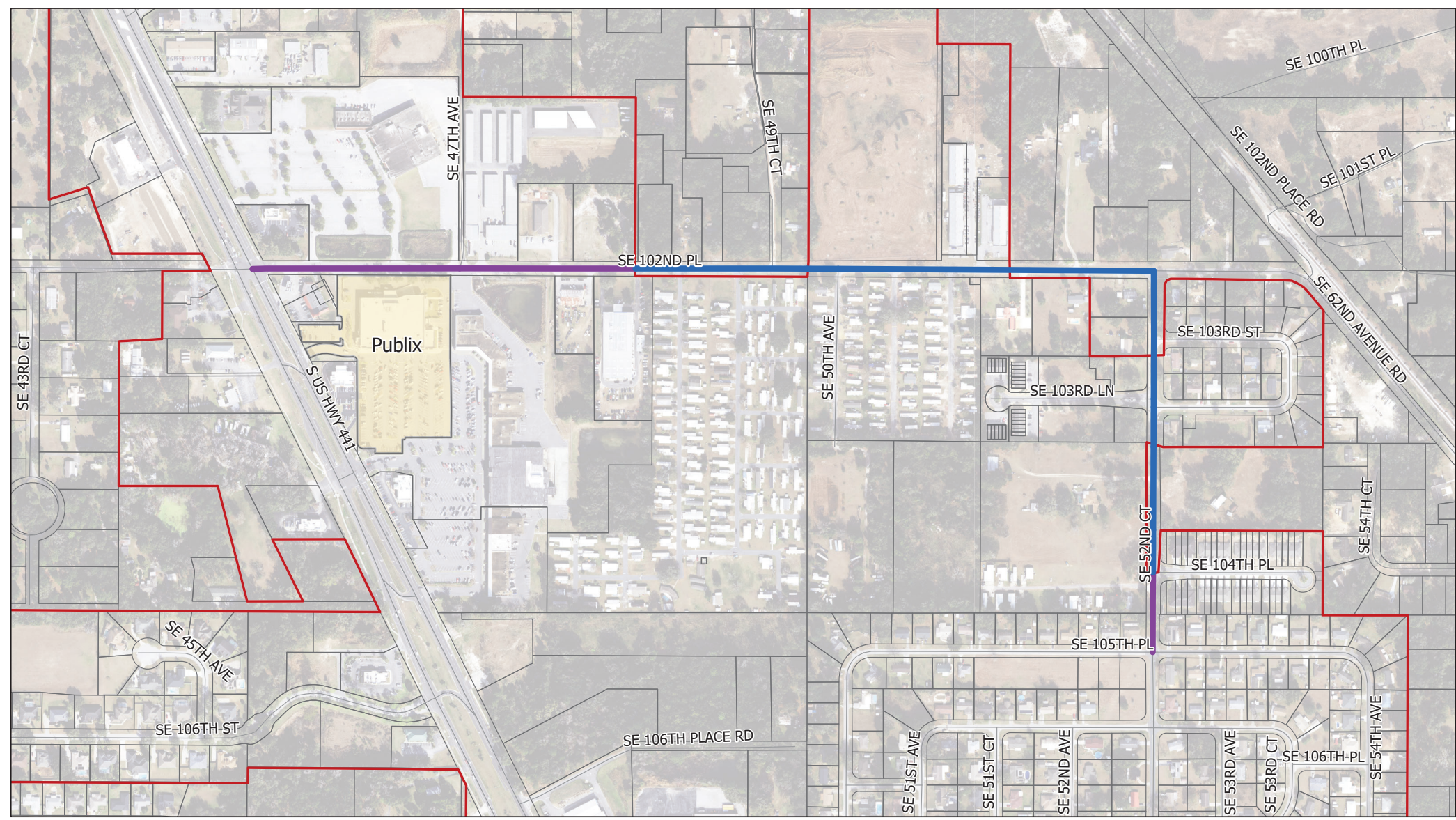
The City of Belleview will provide maintenance for the paved trail once completed. The current roadway is in need of an overlay to extend the life of the pavement and eliminate potholes. The city would accept maintenance of the roadway with the trail construction and completion of the pavement improvements by the County.

### **RECOMMENDED ACTIONS:**

Review and provide direction.

### **ATTACHMENTS:**

[Map 102nd PL and 52nd CT Jurisdiction.pdf](#)



102nd PL and 52nd CT Jurisdiction



- City of Belleview
- Marion County
- Publix
- City Boundary 2023



Date Saved: 11/18/2024 2:22 PM



# Marion County

## Board of County Commissioners Workshop

### Agenda Item

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**File No.:** 2024-17382

**Agenda Date:** 12/3/2024

**Agenda No.:** 6.

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**SUBJECT:**

**City of Belleview Presentation - Santos Bike Trail Connector: Belleview Lake Lillian Santos**

**INITIATOR:**

**Bob Titterington, P.E., Director**

**DEPARTMENT:**

**Public Works**

**DESCRIPTION/BACKGROUND:**

The Belleview to Greenway Trail Corridor Feasibility Study was completed April 13, 2018. The study identified the Lake Lillian to Santos Bike Trail Connector along US 441 as the preferred route. The Belleview to Greenway Trail Connector was the first Trail priority of the Transportation Planning Office. The Florida Department of Transportation (FDOT) decided in 2022 to break out the Belleview, Lake Lillian section and complete the FDOT portion only. The Belleview, Lake Lillian section could apply for alternative funding to complete the project. The City contracted with Kimley-Horn to prepare an application and apply for the Transportation Alternative Set-Aside Program Statewide Funding. The city applied and did not receive funding. The City is requesting Marion County's assistance to apply for FDOT funding through the FDOT, Local Agency Program.

**BUDGET/IMPACT:**

None

**RECOMMENDED ACTION:**

Review and discussion.



# Item Cover Page

## **CITY COMMISSION WORKSHOP AGENDA ITEM REPORT**

**DATE OF MEETING:** December 3, 2024

### **AGENDA ITEM:**

Santos Bike Trail Connector: Belleview Lake Lillian to Santos

### **PRESENTING PARTY:**

Bob Titterington, Public Works Director

### **ITEM TYPE:**

Presentation

### **BACKGROUND:**

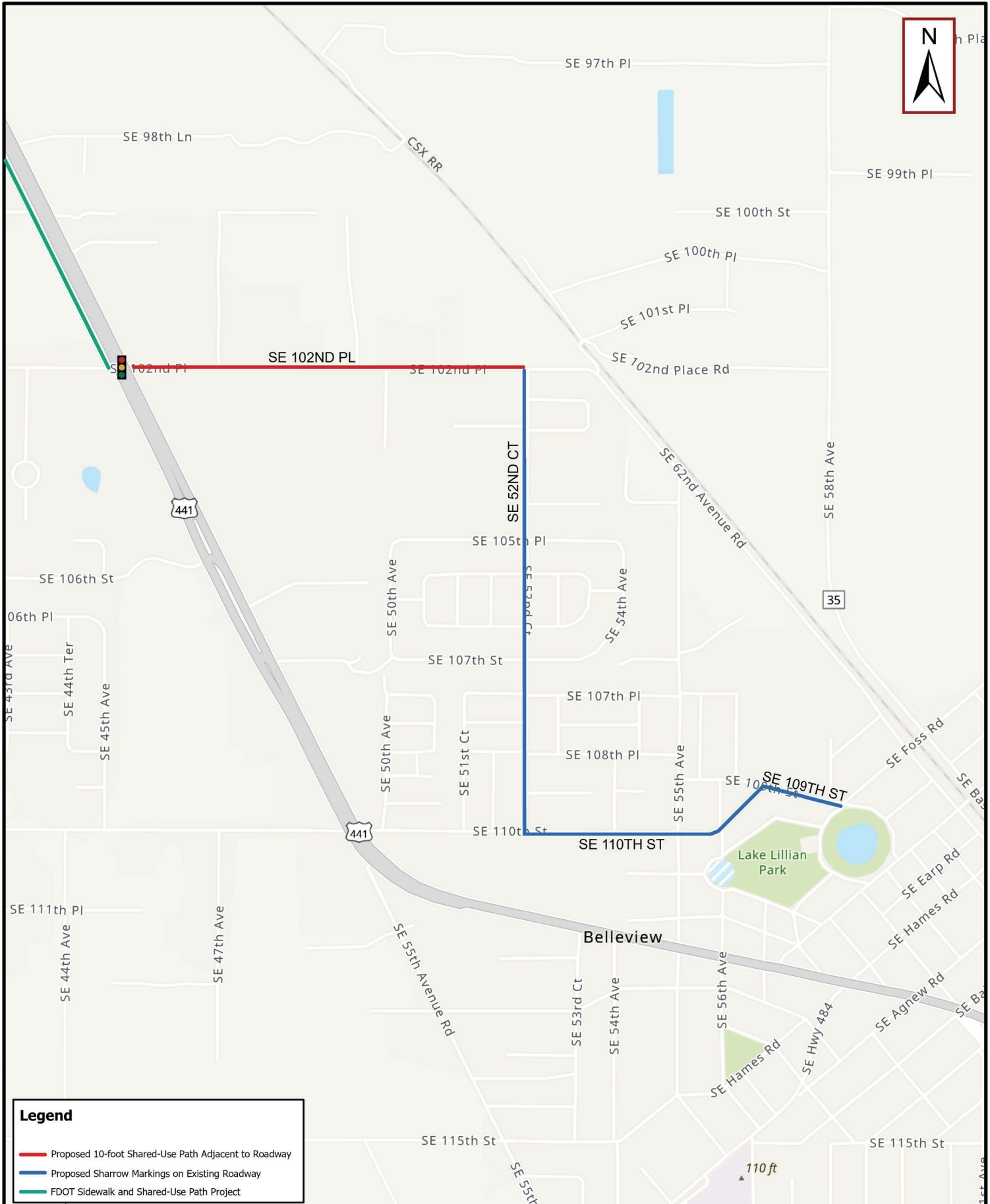
The Belleview to Greenway Trail Corridor Feasibility Study was completed April 13, 2018. The study identified the Lake Lillian to Santos Bike Trail Connector along US 441 as the preferred route. The Belleview to Greenway Trail Connector was the #1 Trail priority of the TPO. The FDOT decided in 2022 to break out the Belleview, Lake Lillian section and complete the FDOT portion only. The Belleview, Lake Lillian section could apply for alternative funding to complete the project. The city contracted with Kimley Horn to prepare an application and apply for the TA Set-Aside Program Statewide Funding. The city applied and did not receive funding. The city is requesting Marion County's assistance to apply for FDOT funding through the FDOT, LAP program.

### **RECOMMENDED ACTIONS:**

Review and provide direction

### **ATTACHMENTS:**

[453543-1 Belleview to Greenway Trail Connector\\_map.pdf](#)



**Legend**

- Proposed 10-foot Shared-Use Path Adjacent to Roadway
- Proposed Sharrow Markings on Existing Roadway
- FDOT Sidewalk and Shared-Use Path Project

FIGURE 1 - PROJECT LOCATION AND IMPROVEMENT MAP

**Kimley»Horn**

© 2023 Kimley-Horn and Associates, Inc.  
 1700 SE 17th Street, Suite 200, Ocala FL 34471  
 Phone: (352) 438-3000  
 www.kimley-horn.com CA 35106

**BELLEVIEW TRAIL CONNECTOR  
 CITY OF BELLEVIEW, FLORIDA**

K:\OCA\_Civil\042223026-Belleview Trail Connector TA App\CAD\GIS\Belleview Trail Connector TA App - Location Map.aprx - 6/21/2023 10:43 AM - Beth.Dodd



# Marion County

## Board of County Commissioners Workshop

### Agenda Item

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**File No.:** 2024-17383

**Agenda Date:** 12/3/2024

**Agenda No.:** 7.

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**SUBJECT:**

**City of Belleview Presentation - Proposed City / County Roadway Mill/Resurface/Sidewalk Project: SE 55<sup>th</sup> Ave Road from US 441 to CR 484**

**INITIATOR:**

**Bob Titterington, P.E., Director**

**DEPARTMENT:**

**Public Works**

**DESCRIPTION/BACKGROUND:**

A short cut is provided via E 55th Ave Rd from US 441 to CR 484 to access CR 484 South. The cut through and local traffic have impacted the road requiring a higher level of maintenance and pothole repair. The roadway has shared maintenance responsibilities by the City and County owning and accepting portions of the roadway segments. The other segments are not claimed to be the responsibility of either entity.

City staff has proposed a draft agreement, which has not been reviewed by legal, to mill, resurface and provide a sidewalk on one side of the road for safety. The agreement outlines the cost share construction percentage for each entity and proposes the city assuming long term maintenance for the 0.9-mile roadway.

**BUDGET/IMPACT:**

None

**RECOMMENDED ACTION:**

Review and discussion.





# Item Cover Page

## **CITY COMMISSION WORKSHOP AGENDA ITEM REPORT**

**DATE OF MEETING:** December 3, 2024

### **AGENDA ITEM:**

Proposed City /County Roadway Mill/Resurface/Sidewalk Project: SE 55th Ave Rd from US 441 to CR 484

### **PRESENTING PARTY:**

Bob Titterington, Public Works Director

### **ITEM TYPE:**

Presentation

### **BACKGROUND:**

SE 55th Ave Rd from US 441 to CR 484 provides a short cut to access CR 484 South. The cut through and local traffic have impacted the road requiring a higher level of maintenance and pothole repair. The roadway has shared maintenance responsibilities by the City and County owning and accepting portions of the roadway segments. The other segments are not claimed to be the responsibility of either entity.

Staff has proposed a draft agreement (which has not been reviewed by legal) to mill, resurface and provide a sidewalk on one side of the road for safety. The agreement outlines the cost share construction percentage for each entity and proposes the city assuming long term maintenance for the 0.9-mile roadway.

### **RECOMMENDED ACTIONS:**

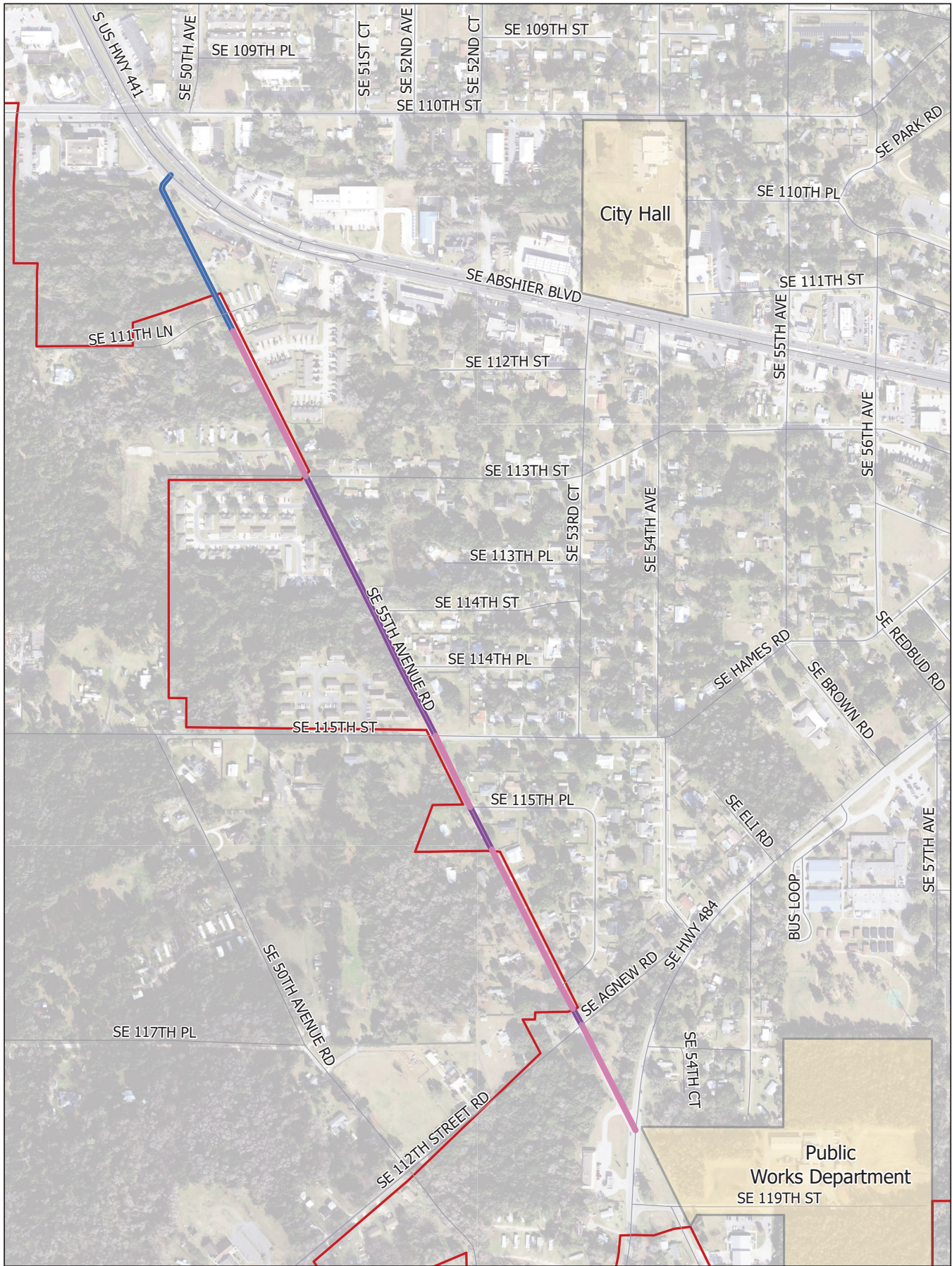
Direction to staff to proceed with the proposed agreement for the SE 55th Ave improvements for final approval and execution by the Marion County Commission and City of Belleview Commission.

### **ATTACHMENTS:**

[Map 55th Ave Rd Jurisdiction.pdf](#)

[Marion County\\_ Belleview Agreement SE 55th Ave Rd.pdf](#)

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.



# 55th Ave Rd Jurisdiction

- Street Jurisdiction
- City of Belleview
  - Marion County
  - Unknown
  - City Hall
  - Public Works Department



**CITY OF BELLEVIEW AND MARION COUNTY  
INTERLOCAL AGREEMENT**

*Mill & Resurfacing/Sidewalk Project of SE 55<sup>th</sup> Ave Rd*

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **City Of Belleview, Florida**, a municipal corporation, (hereafter referred to as the “**City**”) and **Marion County, Florida**, a political subdivision of the State of Florida, (hereafter referred to as the “**County**”).

W I T N E S S E T H;

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

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

**WHEREAS**, the County and City have joint maintenance and ownership of different segments of SE 55<sup>th</sup> Ave Rd, AKA Old Ocala - Summerfield Rd, 0.9 miles in length, from US 441 to CR 484. Creating conflicts of ownership and maintenance responsibilities, and

**WHEREAS**, the roadway needs to be milled, resurfaced and a sidewalk added for pedestrian safety, and

**WHEREAS**, based on County maps, the County owns 16%, City 50% and unknown 34% of SE 55<sup>th</sup> Ave Rd from US 441 to CR 484, and

**WHEREAS**, the City is requesting that the County provide design, construction services and fund 25% of construction, City funds 75% of construction and accepts ownership and long term maintenance responsibility for the road from US 441 to CR 484, and

**WHEREAS**, City and County will jointly apply for grant opportunities to assist in funding this project.

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

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

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

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

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

### **SECTION 3. GENERAL DESCRIPTION OF CONSTRUCTION PROJECT**

**3.1** Mill, Resurface, and add a sidewalk on one side of SE 55<sup>th</sup> Ave Rd from US 441 to CR 484

**3.2** Upon final completion of construction and city acceptance, the **County** shall prepare right of way documents and shall turn over to the **City** the right of way(s) of the road segments listed under 3.1 that are currently under the **County’s** ownership and jurisdiction.

**3.3** No right of way acquisition is anticipated to be necessary.

### **SECTION 4. FUNDING**

**4.1** The construction portion of the project shall be funded by the County utilizing the Local Option Gas Tax. These funds shall have been allocated in the County’s 5-year Transportation Improvement Program (TIP).

#### **4.1.1 County funding or responsibility:**

**4.1.1.1** The County shall be responsible for any legal expenses that may be incurred when taking over ownership of the ROW described in section 3.

**4.1.1.2** The County shall provide survey, design, construction ready plans, permitting as needed, bid documents, construction, testing, and inspection for the project.

**4.1.1.3** The County shall bid, at its expense, and collect 75% reimbursement minus any grants from the City of Belleview for their share of the project. The preliminary cost estimate for the project is \$545,000

#### **4.1.3 City responsibility:**

**4.1.3.1** Upon final completion an acceptance of the construction of the project the City will assume maintenance responsibilities for SE 55<sup>th</sup> Ave Rd from US 441 to CR 484.

**4.1.3.2** The City shall be responsible to review the proposed plans and provide comments to the County within two weeks after the date received in our office.

**SECTION 5. DISCLAIMER OF THIRD PARTY BENEFICIARIES.**

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

**SECTION 6. ASSIGNMENT**

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

**SECTION 7. INDEMNIFICATION**

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

**SECTION 8. TERM**

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

**SECTION 9. ENTIRE AGREEMENT**

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

**SECTION 10. AMENDMENT**

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

**SECTION 11. NOTICES**

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

**County** Marion County  
601 SE 25<sup>th</sup> Avenue  
Ocala, FL 34471-2690  
Attention: County Administrator

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

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

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

**SECTION 12. VALIDITY OF AGREEMENT**

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

**SECTION 13. TIME OF ESSENCE**

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

**SECTION 14. APPLICABLE LAW**

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

**SECTION 15. NOTICE OF DEFAULT**

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

**SECTION 16. RECORDATION**

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

**SECTION 17. SEVERABILITY**

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

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

**MARION COUNTY, FLORIDA**

Attest: \_\_\_\_\_  
Gregory C. Harrell  
Clerk of the Court

By: \_\_\_\_\_  
Kathy Bryant, Chairman  
Board of County Commissioners

FOR THE USE AND RELIANCE OF  
MARION COUNTY ONLY.  
APPROVED AS TO FORM.  
\_\_\_\_\_, 2021

\_\_\_\_\_  
Mathew (Guy) Minter, County Attorney

**CITY OF BELLEVUE**

Attest: \_\_\_\_\_  
Mariah Moody  
City Clerk

By: \_\_\_\_\_  
Christine Dobkowski  
**Mayor**

FOR THE USE AND RELIANCE  
OF THE CITY OF BELLEVIEW ONLY.  
APPROVED AS TO FORM.  
\_\_\_\_\_, 2021

\_\_\_\_\_  
Frederick E. Landt, III  
City Attorney

DRAFT





# Marion County

## Board of County Commissioners Workshop

### Agenda Item

**File No.:** 2024-17384

**Agenda Date:** 12/3/2024

**Agenda No.:** 8.

**SUBJECT:**

**City of Belleview Presentation - Parks Update**

**INITIATOR:**

**Bob Titterington, P.E., Director**

**DEPARTMENT:**

**Public Works**

**DESCRIPTION/BACKGROUND:**

**Lake Lillian Park:**

The Lake Lillian Park Master Plan was updated in 2023. Lake Lillian is currently under design for trail improvements, low level lighting around the Lake, pedestrian crossings, parking and a restroom facility. Presently, only the design is funded and not the improvements. Additional unfunded Lake Lillian Park amenities include a playground, expanded splash park and a wireless speaker system throughout park.

**Cherokee Park:**

The Cherokee Park Master Plan was updated in 2023. Cherokee Park, currently undeveloped, is under design for sidewalks, parking and restroom facilities. Construction is budgeted at \$450,000 this year to complete the initial construction. Unfunded future Cherokee Park amenities include a replacement playground, Pavilions and the Fruit & Nut Tree Orchard with a pollinator garden.

**Kenneth Smith Nature Trail:**

The Kenneth Smith Walking Trail, located behind the Dennis Monroe Public Works Complex, currently is in need of repair and maintenance. This is presently unfunded.

**The Community Garden:**

Beds are added to the Community Garden as needed and funded with general revenues.

**Belleview Sportsplex - Front 17 acres:**

The City front acreage is currently included in the Marion County Interlocal Agreement which is funded with general revenues.

**Designated Funding for Parks:**

Presently, the City receives approximately \$200,000 in recreation impact fees per year. There is also approximately \$250,000 of CRA funding, which can be used at both the Lake Lillian and Cherokee Parks because of their location in the City and inclusion in the plan. Projects are not started until there are sufficient funds saved.

**BUDGET/IMPACT:**

None

**RECOMMENDED ACTION:**

Review and discussion.



# Item Cover Page

## **CITY COMMISSION WORKSHOP AGENDA ITEM REPORT**

**DATE OF MEETING:** December 3, 2024

**AGENDA ITEM:**

City of Belleview Parks Update

**PRESENTING PARTY:**

Bob Titterington, Public Works Director

**ITEM TYPE:**

Presentation

**BACKGROUND:**

**Lake Lillian Park:**

The Lake Lillian Park Master Plan was updated in 2023. Lake Lillian is currently under design for trail improvements, low level lighting around the Lake, pedestrian crossings, parking and a restroom facility. Presently, only the design is funded and not the improvements. Additional unfunded Lake Lillian Park amenities include a playground, expanded splash park and a wireless speaker system throughout park.

**Cherokee Park:**

The Cherokee Park Master Plan was also updated in 2023. Cherokee Park, currently undeveloped, is under design for sidewalks, parking and restroom facilities. Construction is budgeted at \$450,000 this year to complete the initial construction. Unfunded future Cherokee Park amenities include a replacement playground, Pavilions and the Fruit & Nut Tree Orchard with a pollinator garden.

**Kenneth Smith Nature Trail:**

The Kenneth Smith Walking Trail, located behind the Dennis Monroe Public Works Complex, currently is in need of repair and maintenance. This is presently unfunded.

**The Community Garden:**

Beds are added to the Community Garden as needed and funded with general revenues.

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.

Belleview Sportsplex - Front 17 acres:

The City front acreage is currently included in the Marion County Interlocal Agreement which is funded with general revenues.

Designated Funding for Parks:

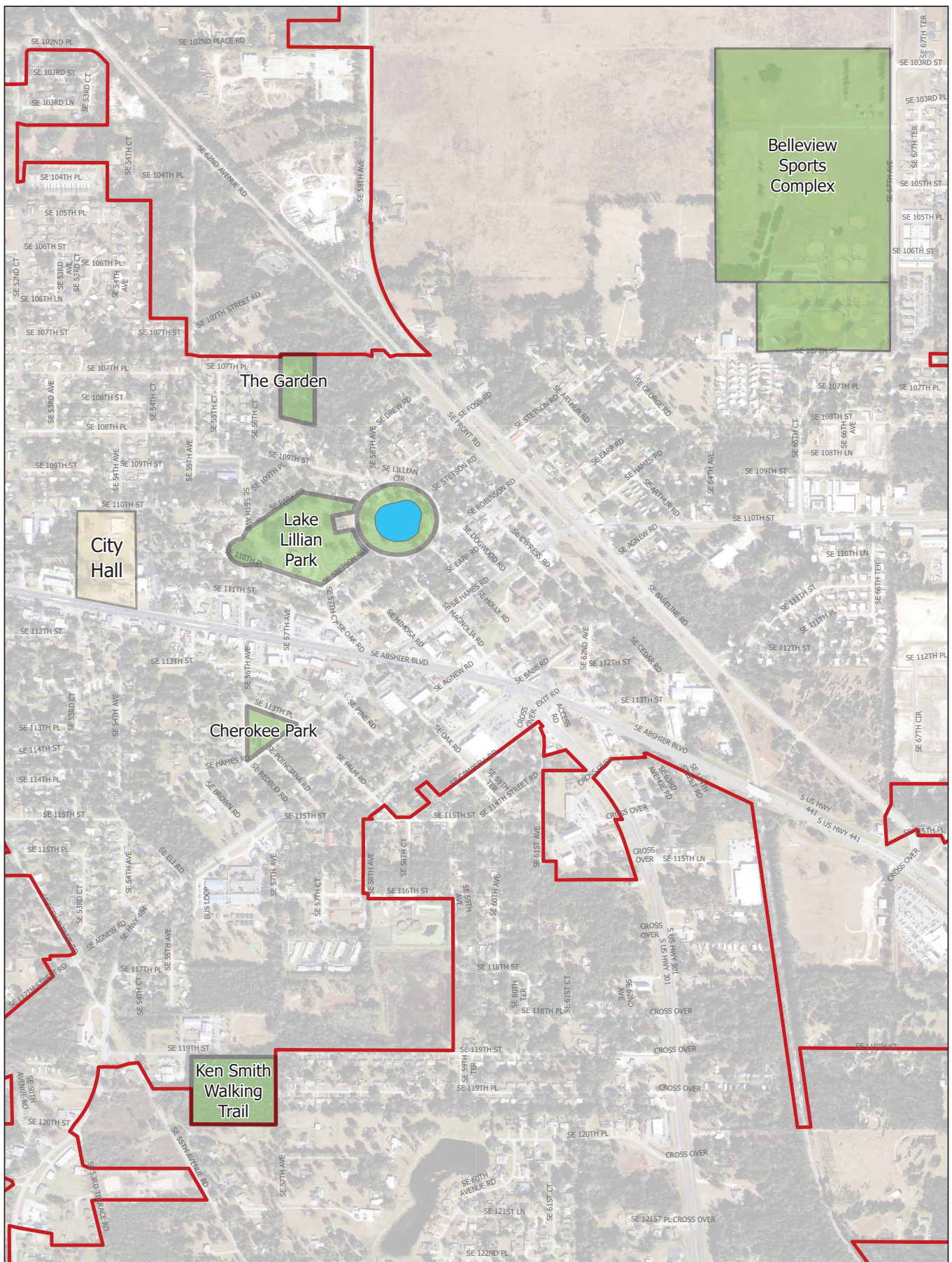
Presently, the City receives approximately \$200,000 in recreation impact fees / year. There is also approximately \$250,000 of CRA funding, which can be used at both the Lake Lillian and Cherokee Parks because of their location in the City and inclusion in our plan. Projects are not started until there are sufficient funds saved.

**RECOMMENDED ACTIONS:**

Review

**ATTACHMENTS:**

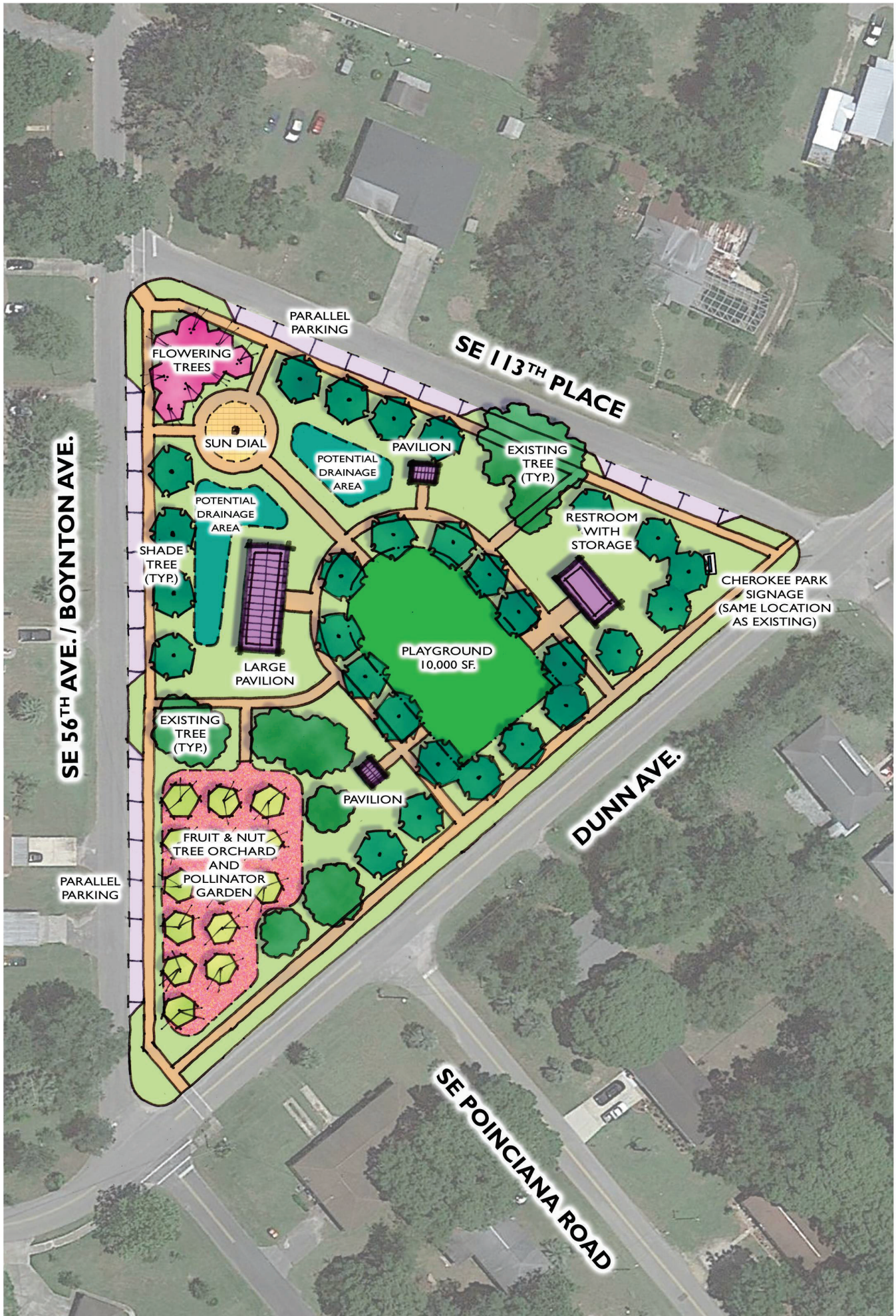
- [City Parks Location Overview.pdf](#)
- [Cherokee Park - Master Plan.pdf](#)
- [Lake Lillian Master plan.pdf](#)
- [Kenneth Smith Nature Trail.pdf](#)



# City Parks

- City Parks
- City Boundary 2023
- Lake Lillian
- Belleview Sports Complex
- City Hall





SE 56<sup>TH</sup> AVE. / BOYNTON AVE.

PARALLEL PARKING

SE 113<sup>TH</sup> PLACE

FLOWERING TREES

SUN DIAL

POTENTIAL DRAINAGE AREA

PAVILION

EXISTING TREE (TYP.)

POTENTIAL DRAINAGE AREA

SHADE TREE (TYP.)

RESTROOM WITH STORAGE

CHEROKEE PARK SIGNAGE (SAME LOCATION AS EXISTING)

LARGE PAVILION

PLAYGROUND 10,000 SF.

EXISTING TREE (TYP.)

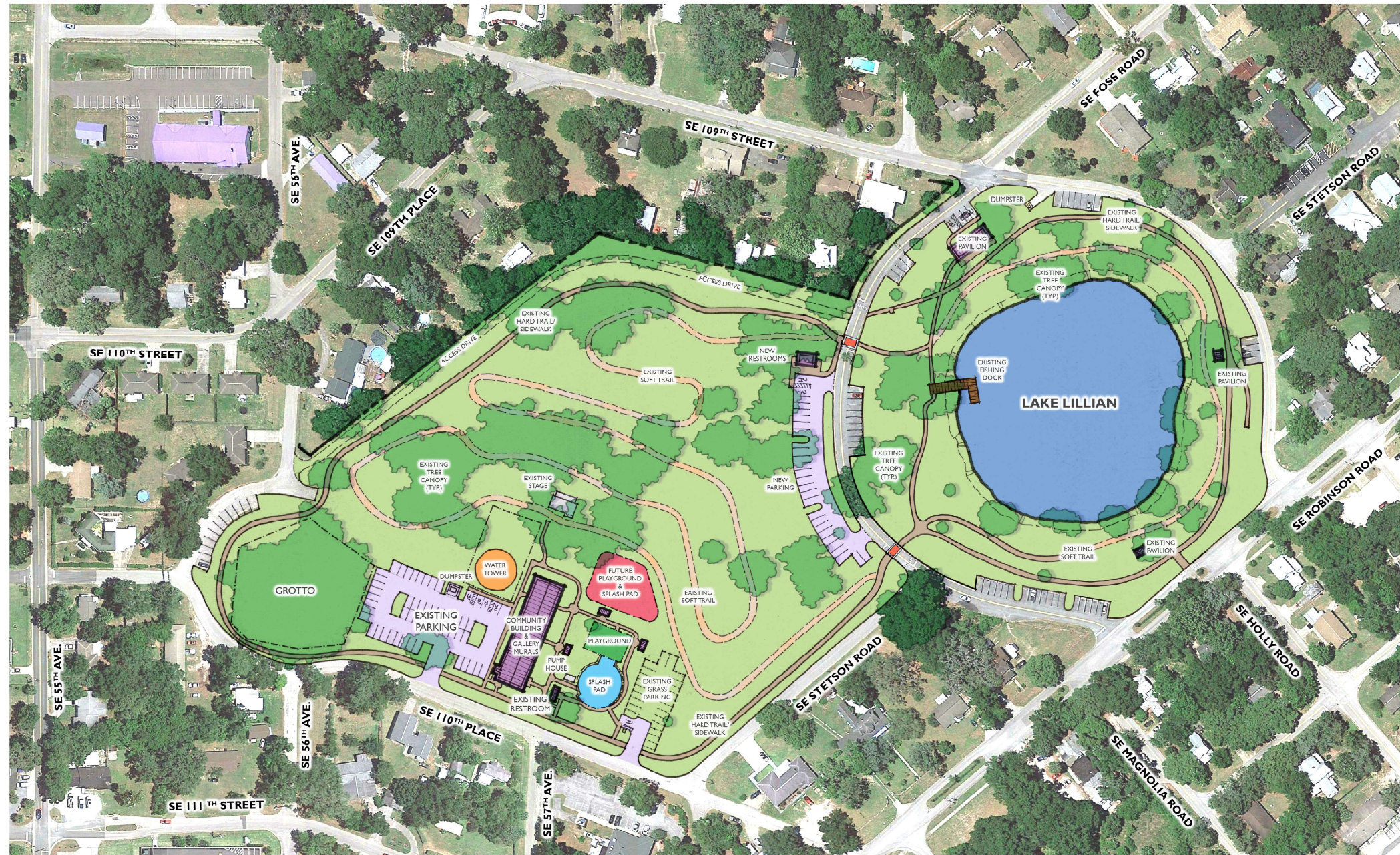
PAVILION

DUNN AVE.

FRUIT & NUT TREE ORCHARD AND POLLINATOR GARDEN

PARALLEL PARKING

SE POINCIANA ROAD



**CITY OF BELLEVUE**  
**MARION CO. FLORIDA**

**LAKE LILLIAN PARK - CONCEPTUAL SKETCH**

06/30/2022 • CONTACT: RICHARD BUSCHE, P.E. (352) 438-3000 • AERIAL DATA: © GOOGLE EARTH 2022



Kimley **Horn**

Kenneth Smith Nature Trail







# Marion County

## Board of County Commissioners Workshop

### Agenda Item

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**File No.:** 2024-17354

**Agenda Date:** 12/3/2024

**Agenda No.:** 9.

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**SUBJECT:**

**Marion County Parks & Recreation Presentation**

**INITIATOR:**

**Jim Couillard, PLA, ASLA, Director**

**DEPARTMENT:**

**Parks & Recreation**

**DESCRIPTION/BACKGROUND:**

Marion County Parks & Recreation will present information regarding the services provided within the City of Belleview.

**BUDGET/IMPACT:**

None

**RECOMMENDED ACTION:**

Review and discussion.

## PARKS & RECREATION DEPARTMENT

BELLEVUE SPORTSPLEX



### Belleview Sportsplex

#### Topics for Discussion

- Park overview and finances
- History of Marion County's Involvement
- Projects at the park
- Existing Conditions and Needs
- Park Master Plan



### Park Data

- **Total Park Size:** 80.64 acres
- **Annual Average Visitation:** 313,706
- **Amenities:**
  - 7 Baseball fields
  - 7 Softball fields
  - 3 Soccer fields
  - 2 Football fields
  - 2 Basketball courts
  - 2 Tennis courts (multi-striped for pickleball)
  - Open batting cages
  - 3 Small playgrounds
- **Annual Operating Cost:** \$182,701

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## Budget and Expenditures

### Annual Personnel and Operating Budget:

- **Personnel\*:** 2 Full-time Employees
  - Budgeted: \$136,219
  - Actual: \$93,759
- **Seasonal Staffing\*:**
  - Budgeted: \$25,376
  - Actual: \$2,386
- **Operating\*:**
  - Budgeted: \$133,113
  - Actual: \$109,412

\* Average over a five-year period

Empowering Marion for Success



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## History of Agreements

### 1994

- Marion County and City of Belleview enter first Interlocal Agreement.
- Marion County acquires Perry Property (63.64 acres) for \$288,930 through Pennies for Parks bond and commits to making \$250,000 in improvements at park.

### 2009

- **5<sup>th</sup> Amendment** of Agreement includes payment schedule from the City to the County.

First Four (4) Years	Personal Services/ Operating Expenses (City)	Capital Outlay (City)	Capital Outlay (County)	Total
July 1, 2009 (pro-rated)	\$56,573	\$41,524	\$59,976	<b>\$158,073</b>
October 1, 2009	\$201,464			<b>\$201,464</b>
October 1, 2010	\$202,491	\$47,250*	\$47,250*	<b>\$296,991</b>
October 1, 2011	\$208,122	\$19,750*	\$19,750*	<b>\$247,622</b>
*50/50 match				

Empowering Marion for Success

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## History of Agreements



### 2011

- **6<sup>th</sup> Amendment** of Agreement stipulated that budget savings be utilized for capital improvements as outlined in the Departments 5-Year CIP.

### 2012

- **7<sup>th</sup> Amendment** of Agreement changes operation of the park to the County, including 17 acres owned by the City.
- Entitles County to all revenue generated at the park.
- Fee schedule established in 2009 in 5<sup>th</sup> Amendment removed and the \$50,000 annual payment from the City to the County established.
- Term of agreement runs to 2039.

## Completed Projects



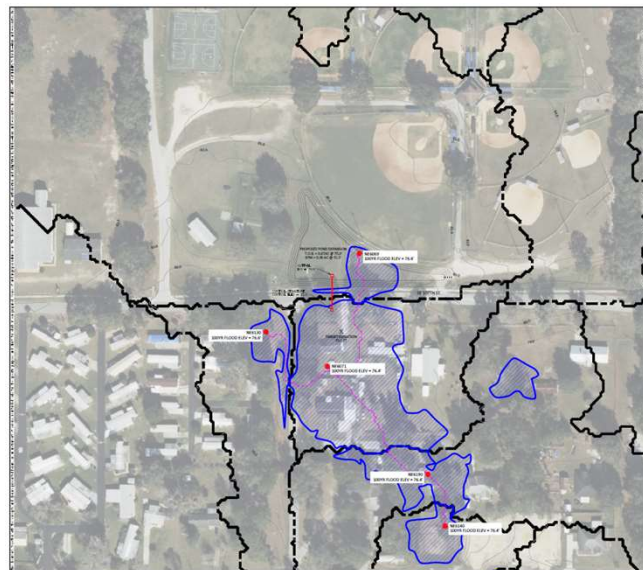
### Small Projects Completed

- Bathrooms at soccer fields
- Resurfaced/striped tennis courts and basketball courts
- Renovated dugouts at baseball fields
- Steel shelter/pavilion at softball fields
- More general upkeep, repairs and maintenance



# Existing Conditions and Needs

- Stormwater facilities and offsite flooding
- Paved parking
- Handicap and Pedestrian Accessibility
- Concession/restroom buildings
- Baseball and softball field dimensions
- Electrical issues (direct burial)
- Wear and tear



**Kimley-Horn**  
 CONSULTING ENGINEERS  
 1000 N. UNIVERSITY AVENUE, SUITE 100  
 GAITHERSBURG, MD 20878  
 TEL: 301.981.9600 FAX: 301.981.9601  
 WWW.KIMLEY-HORN.COM

PROJECT	DATE	SCALE
CLIENT	DATE	SCALE
DESIGNER	DATE	SCALE
CHECKER	DATE	SCALE
APPROVER	DATE	SCALE

**BELLEVIEW SPORTSPLEX**  
 CITY OF BELLEVIEW  
 EX-01  
 DRAINAGE EXHIBIT

## Existing Conditions and Needs



## Existing Conditions and Needs



# Existing Conditions and Needs





# Major Projects



Bellevue Sportsplex - Master Plan Projects		
Baseball field complex improvements; new quad/star with restroom/concession	\$	4,000,000
Softball field complex improvements; re-align fields with new baseball quad/star	\$	3,500,000
Soccer field renovations; phased re-grading and sprigging	\$	120,000
Renovation of Field 14 for adult league play and field rentals	\$	45,000
Football concessions/restroom building; storage building	\$	1,500,000
Four smaller playgrounds; baseball, softball, soccer and football areas	\$	240,000
Parking/ vehicular circulation improvements	\$	750,000
Maintenance facility; includes storage bins, shop, office space, pole barn	\$	475,000
Convert lighting to all fields to LED	\$	2,000,000
	<b>Subtotal:</b>	<b>\$ 12,630,000</b>
Bellevue Sportsplex - Redevelopment of City Parcel		
Landfill remediation and excavation for DRA	\$	1,750,000
Courts; pickleball, tennis, sand volleyball, basketball	\$	325,000
Splashpad	\$	400,000
Restroom; 4-stall each side	\$	325,000
Parking area and sidewalks	\$	460,000
Large destination playground	\$	750,000
	<b>Subtotal:</b>	<b>\$ 4,010,000</b>
	<b>TOTAL:</b>	<b>\$ 16,640,000</b>

# Bellevue Sportsplex Discussion & Questions



## Discussion & Questions

