

Meeting Notice is posted per Florida Statute,
violators who remove this agenda could be prosecuted.



AGENDA
CITY OF WEBSTER

Regular Council Meeting
Webster City Hall, 85 E. Central Avenue
April 18, 2024 - 6:00 P.M.

I. CALL TO ORDER

Pledge of Allegiance, Invocation
Roll Call and Determination of Quorum

Note. All public comment will be limited to 3 minutes per speaker. Anyone wishing to speak during citizen's forum or on an agenda item must fill out a speaker card and present it to the City Clerk prior to being recognized. All comments will be addressed after all speakers have spoken during citizen's forum or on a particular agenda item.

II. APPROVAL OF MINUTES

Regular Council Meeting – March 21, 2024
M_____S_____ Roll Call Vote

III. CONSENT AGENDA

Appointment to Council Seat 3
M_____S_____ Roll Call Vote for Approval

City Manager Contract Revision
M_____S_____ Roll Call Vote for Approval

IV. CITIZENS FORUM

V. CORRESPONDENCE TO NOTE

Law Enforcement Code Compliance Update City Newsletter Report

VI. PUBLIC HEARINGS

Second Reading of Ordinance 2024-11 Rezoning-Parcel ID T07D002-Ramirez
M_____S_____ Roll Call Vote

M_____S_____ Roll Call Vote for Approval

VII. NEW BUSINESS

RRR Town Center Development Agreement Review and Direction
M_____S_____ Roll Call Vote for Approval

VIII. CITY ATTORNEY'S REPORT AND REQUESTS

IX. MAYOR'S AND COUNCIL MEMBER'S REPORTS AND REQUESTS	
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X. STAFF REPORTS	
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Sheriff's Office

Planning and Development Services

City Manager

XI. ADJOURNMENT	
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M_____S_____ -Roll Call Vote.

PLEASE NOTE IN ACCORDANCE WITH FLORIDA STATUTE 286.105, ANY PERSON WHO DESIRES TO APPEAL ANY DECISION AT THIS MEETING WILL NEED A RECORD OF THE PROCEEDINGS AND FOR THIS PURPOSE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED. ALSO, IN ACCORDANCE WITH FLORIDA STATUTE 286.26; PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THE PROCEEDINGS SHOULD CONTACT THE OFFICE OF THE CITY CLERK; 85 E. CENTRAL AVENUE; WEBSTER, FLORIDA; (352) 793-2073; 48 HOURS IN ADVANCE.



MINUTES

CITY OF WEBSTER

City Hall, 85 E Central Avenue

March 21, 2024

Council Meeting

6:00 P.M.

I. CALL TO ORDER

Pledge of Allegiance and Invocation.

Mayor Vigoa called the council meeting to order at 6:00p.m. Present were Mayor Vigoa, Councilmember Cherry, Councilmember Malott, and Mayor Pro-Tem Dorsey.

We have a quorum.

II. APPROVAL OF THE MINUTES

Councilmember Dorsey made a motion for approval of the minutes for February 15, 2024, seconded by Councilmember Cherry.

Vote was as follows:

Mayor Vigoa-Yes

Councilmember Cherry-Yes

Councilmember Malott-Yes

Mayor Pro-Tem Dorsey-Yes

Motion passed 4-0

III. CONSENT AGENDA

Councilmember Malott made a motion to approve Resolution 2024-01 Statewide Mutual Aid Agreement, seconded by Councilmember Cherry.

Mayor Vigoa-Yes

Councilmember Cherry-Yes

Councilmember Malott-Yes

Mayor Pro-Tem Dorsey-Yes

Motion passed 4-0

Mike Brynjulfson presented the 2023 Accounting Report.

Julie Davis presented the 2023 Audit Report.

Councilmember Malott made a motion to approve use of Reserve Funds for the Northwest Grinder Pump Replacement Phase IIa, seconded by Mayor Pro-Tem Dorsey.

Mayor Vigoa and City Manager Deanna Naugler apprised the board about the need to use Reserve Funds for the Northwest Grinder Pump Replacement Phase IIa.

Mayor Vigoa-Yes
Councilmember Cherry-Yes
Councilmember Malott-Yes
Mayor Pro-Tem Dorsey-Yes
Motion passed 4-0

Councilmember Malott made a motion to approve the Engineering Services Agreement with Mittaurer & Associates for Grinder Pump Replacement Project Phase IIa, seconded by Councilmember Cherry.

Mayor Vigoa-Yes
Councilmember Cherry-Yes
Councilmember Malott-Yes
Mayor Pro-Tem Dorsey-Yes
Motion passed 4-0

IV. CITIZENS FORUM

Sandra McClanahan spoke to council about donations of taxpayer money to citizens.

V. CORRESPONDENCE TO NOTE

VI. PUBLIC HEARINGS

The second reading of Ordinance 2024-06- Annexation- Parcel ID-T06-050, T06-070-Fentzlaff. Mayor Pro-Tem Dorsey motioned to read by title only, seconded by Councilmember Cherry.

Vote was as follows:
Mayor Vigoa-Yes
Councilmember Cherry-Yes
Councilmember Malott-Yes
Mayor Pro-Tem Dorsey-Yes
Motion passed 4-0

City Clerk Amy Flood read the ordinance by title only.

Councilmember Cherry made a motion to approve Ordinance 2024-06, seconded by Councilmember Malott.

County Planner Jennifer Bryla apprised the council about Ordinance 2024-06.

Vote was as follows:

Mayor Vigoa-Yes

Councilmember Cherry-Yes

Councilmember Malott-Yes

Mayor Pro-Tem Dorsey-Yes

Motion passed 4-0

The second reading of Ordinance 2024-07- Comp Plan Amendment-Parcel ID T06-050, T06-070-Fentzlaff.

Councilmember Cherry motioned to read by title only, seconded by Mayor Pro-Tem Dorsey.

Vote was as follows:

Mayor Vigoa-Yes

Councilmember Cherry-Yes

Councilmember Malott-Yes

Mayor Pro-Tem Dorsey-Yes

Motion passed 4-0

City Clerk Amy Flood read the ordinance by title only.

Councilmember Malott made a motion to approve Ordinance 2024-07, seconded by Mayor Pro-Tem Dorsey.

County Planner Jennifer Bryla apprised the council about Ordinance 2024-07.

Vote was as follows:

Mayor Vigoa-Yes

Councilmember Cherry-Yes

Councilmember Malott-Yes

Mayor Pro-Tem Dorsey-Yes

Motion passed 4-0

The second reading of Ordinance 2024-08- Rezoning-Parcel ID T06-050, T06-070-Fentzlaff. Councilmember Cherry motioned to read by title only, seconded by Mayor Pro-Tem Dorsey.

Vote was as follows:

Mayor Vigoa-Yes

Councilmember Cherry-Yes

Councilmember Malott-Yes

Mayor Pro-Tem Dorsey-Yes

Motion passed 4-0

City Clerk Amy Flood read the ordinance by title only.

Councilmember Cherry made a motion to approve Ordinance 2024-08, seconded by Councilmember Malott.

County Planner Jennifer Bryla and applicant Mr. Fentzlaff apprised the council about Ordinance 2024-08.

Vote was as follows:

Mayor Vigoa-Yes

Councilmember Cherry-Yes

Councilmember Malott-Yes

Mayor Pro-Tem Dorsey-Yes

Motion passed 4-0

The second reading of Ordinance 2024-09- Annexation-Parcel ID T07D002-Ramirez. Councilmember Cherry motioned to read by title only, seconded by Mayor Pro-Tem Dorsey.

Vote was as follows:

Mayor Vigoa-Yes

Councilmember Cherry-Yes

Councilmember Malott-Yes

Mayor Pro-Tem Dorsey-Yes

Motion passed 4-0

City Clerk Amy Flood read the ordinance by title only.

Councilmember Cherry made a motion to approve Ordinance 2024-09, seconded by Councilmember Malott.

County Planner Jennifer Bryla apprised the council about Ordinance 2024-09.

Vote was as follows:

Mayor Vigoa-Yes

Councilmember Cherry-Yes

Councilmember Malott-Yes

Mayor Pro-Tem Dorsey-Yes

Motion passed 4-0

The second reading of Ordinance 2024-10- Comp Plan Amendment-Parcel ID T07D002-Ramirez. Councilmember Cherry motioned to read by title only, seconded by Councilmember Malott.

Vote was as follows:

Mayor Vigoa-Yes

Councilmember Cherry-Yes

Councilmember Malott-Yes

Mayor Pro-Tem Dorsey-Yes

Motion passed 4-0

City Clerk Amy Flood read the ordinance by title only.

Councilmember Cherry made a motion to approve Ordinance 2024-10, seconded by Mayor Pro-Tem Dorsey.

County Planner Jennifer Bryla and City Manager Deanna Naugler apprised the council about Ordinance 2024-10.

Vote was as follows:

Mayor Vigoa-Yes

Councilmember Cherry-Yes

Councilmember Malott-Yes

Mayor Pro-Tem Dorsey-Yes

Motion passed 4-0

VII. NEW BUSINESS

VIII. CITY ATTORNEY'S REPORT AND REQUESTS

IX. MAYOR'S AND COUNCIL MEMBER'S REPORTS AND REQUESTS

Mayor Pro-Tem Dorsey, Mayor Vigoa and Lt. Cassidy discussed the speeding issues in Johnson Sub-Division and speed bumps.

Councilmember Malott asked about the children at play signs that are to be installed, City Manager Deanna Naugler advised that they should be up in the next couple of months.

Mayor Vigoa discussed speed bumps that were brought up at the last meeting by a citizen. Mayor Vigoa also talked about the styles and prices of speed bumps available. Attorney Colbert mentioned rumble strips and Lt. Cassidy mentioned speed detection trailers as an option.

X. STAFF REPORTS

City Manager Deanna Naugler was excited about the results of the audit.

Mayor Pro-Tem asked Public Works Director Keith Vann about the status of the park lights and he is waiting to hear back from SERCAP.

XI. ADJOURNMENT

Councilmember Cherry motioned for adjournment, seconded by Mayor Pro-Tem Dorsey.

Vote was as follows:

Mayor Vigoa-Yes

Councilmember Cherry-Yes

Councilmember Malott-Yes

Mayor Pro-Tem Dorsey-Yes

Motion passed 4-0

Meeting adjourned at 7:05 P.M.

Deanna Naugler, City Manager

Attest:

Amy Flood, City Clerk

CITY OF WEBSTER

85 East Central Ave
Webster, FL 33597
(352) 793-2073



INTEREST FORM FOR VACANT COUNCIL SEAT

Vacant Seat: #3

Name: THOMAS J. LAFLAMME JR.

Address: 9009 OAK ALLEY BLVD. WEBSTER, FL. 33597

Phone: 443-207-3590

Requirements for those wanting to serve on the council:

- Must be a qualified elector of the city
- Must have resided in the city continuously for a minimum of 12 months immediately before qualifying
- A resident, for the purpose of qualifying for office, and while maintaining office, shall be a person whose principal place of physical residence is in the city

Why are you interested in serving on the City Council:

I DESIRE TO
REPRESENT THE INTERESTS OF THE RESIDENTS
IN THE CITY OF WEBSTER. AND MAKE
DECISIONS THAT BENEFIT THE PUBLIC AND
THE COMMUNITY I LIVE IN.

What would your goals be if selected to serve in this capacity for the city?

1. ENSURE SERVICES TO PROVIDE FOR BASIC
HUMAN NEEDS.
2. ESTABLISH SAFE AND VIABLE ATTRACTIVE
NEIGHBORHOODS.
3. CREATE EMPLOYMENT OPPORTUNITIES AND
ECONOMIC GROWTH.

FEB 19 PM 6:19

**CITY OF WEBSTER AMENDED EMPLOYMENT AGREEMENT
FOR CITY MANAGER**

THIS AGREEMENT is made and entered into this _____ Day of _____, 2024, by and between the City of Webster, a municipal corporation of the State of Florida, hereinafter called "CITY", whose address is 85 E. Central Avenue, Webster, Florida 33597 and Deanna Naugler, whose address is 29084 Wildlife Lane, Brooksville, FL 34602, hereinafter called "MANAGER".

WITNESSETH:

WHEREAS, the CITY desires to employ the services of said MANAGER as the City Manager of the City of Webster, as provided by Florida law and the City Charter of the City of Webster ("City Charter"); and

WHEREAS, the MANAGER represents that (he or she) is capable of serving and desires to accept employment as City Manager of the City of Webster; and

WHEREAS, it is the desire of the City Council of the City of Webster to engage the MANAGER and provide certain benefits and establish certain conditions of employment to which the MANAGER has agreed.

NOW, THEREFORE, in consideration of the premises and other mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. RECITALS.

The above recitals are true and correct and constitute a part of this Agreement upon which the parties have relied.

SECTION 2. DUTIES.

The CITY hereby agrees to employ the MANAGER as the City Manager of the City of Webster to perform the functions and duties specified in the City Charter, the City Code of the City of Webster, applicable Florida law and sound and generally accepted practices relating to public administration as well as to perform all other legally permissible and proper duties and functions as the City Council of the City of Webster may from time-to-time assign to the MANAGER. The MANAGER commenced full-time employment on April 22, 2016. The MANAGER agrees to fully and faithfully execute the duties and responsibilities of the office of City Manager of the City of Webster under any and all applicable law.

SECTION 3. GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

(a) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of MANAGER at any time, subject only to the provisions set forth in Section 10(a) of this Agreement.

(b) Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the MANAGER to resign at any time from (his or her) position with the CITY, subject only to the provisions set forth in Section 10(b), 10(c) and 10(d) of this Agreement.

(c) The MANAGER agrees to remain in the exclusive employment of the CITY and not be employed by any other employer unless otherwise mutually agreed by both parties. For purposes of this Subsection, however, employment shall not mean occasional teaching, presentations to professional organizations and professional consultation on the MANAGER's time off and to the extent such does not conflict or interfere with MANAGER's duties hereunder and is in the best interests of the CITY.

(d) IN the event that the MANAGER applies for other employment while employed by the CITY, the MANAGER shall disclose such efforts to the CITY in writing. Failure to do so shall be a breach of this AGREEMENT by MANAGER.

SECTION 4. COMPENSATION.

The CITY agrees to pay the MANAGER for (his or her) services rendered pursuant to the terms and conditions of this Agreement. The City Manager shall be paid in equal payments at the same time other City employees are paid. The MANAGER's salary shall be reviewed annually by the City Commission of the City of Webster during the succeeding month after each twelve (12) month period that this Agreement is in effect. The CITY agrees to consider an increase in the MANAGER's salary and other benefits payable to the MANAGER in such amounts as offered to city employees through the annual performance appraisal process or higher to such extent as the CITY may determine desirable based on the City Commission's collective written evaluation of the MANAGER's performance during the evaluation period.

SECTION 5. PERFORMANCE EVALUATION.

(a) The CITY shall review and evaluate the performance of the MANAGER at least once annually. Said review and evaluation shall be in accordance with specific criteria developed jointly by the City Council and the MANAGER. Said criteria may be added to or deleted from as the City Council may from time-to-time determine, in consultation with the MANAGER. Further, the City's HR Manager shall provide the MANAGER with a written summary statement of the findings of the City Council and provide an adequate opportunity for the MANAGER to discuss (his or her) evaluation with the City Council in a manner consistent with State law as guided by the City Attorney.

(b) Annually, the City Council and the MANAGER shall define such goals and performance objectives which they determine necessary for the proper operation of the City's Government and the attainment of the City Council's policy objectives and shall further establish a relative priority among those various goals and objectives. Said goals and objectives shall be reduced to writing in an appropriate forum. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

SECTION 6. AUTOMOBILE AND CELL PHONE.

(a) The CITY shall provide the MANAGER with an automobile for his or her use which automobile shall be owned and maintained by the CITY as part of its fleet of motor vehicles or, in lieu of the use of a CITY-owned vehicle, the MANAGER shall maintain his or her own personal vehicle for his or her duties as City Manager of the City of Webster. In the event the MANAGER elects to maintain his or her own personal vehicle, the CITY shall pay the MANAGER the sum of THREE HUNDRED DOLLARS (\$350.00) per month as an automobile allowance to reimburse the MANAGER for his or her automobile expenses. The MANAGER shall be responsible for paying all premiums due for liability, property damage and comprehensive insurance and for the purchase, operation, maintenance, repair and regular replacement of their own automobile if used.

(b) The CITY shall provide a cellular phone for the MANAGER to use for CITY business which shall be and remain CITY property in the event that the MANAGER vacates the position of City Manager of the City of Webster for any reason. Any and all charges for non-city business cellular phone calls, if any, will be the responsibility of the MANAGER.

SECTION 7. INSURANCE COVERAGE.

The CITY shall provide to the MANAGER the same coverage and benefit package and plan available to all other CITY employees in the CITY's Group Health Insurance Program, or provide compensation in an amount equal to that coverage as direct payment, if MANAGER chooses to obtain health insurance outside of the CITY'S provider.

SECTION 8. LEAVES AND HOLIDAYS.

(a) It is recognized that the MANAGER's work hours will vary from day to day and that (his or her) office hours will be at various times based upon the needs of the CITY. It is also recognized that the MANAGER is on-call twenty-four (24) hours a day and seven (7) days a week and maintains, at all times, the plenary obligation to administer City Government in accordance with the provisions of the City Charter, State law and sound and generally accepted public management and local government administration practices and principles.

(b) The MANAGER shall ensure that the Mayor is promptly apprised on each and every occasion during which (he or she) will not be available to accomplish (his or her) day-to-day activities as MANAGER due to leave or other authorized absence (in advance if practicable) and that a CITY employee (of suitable position and stature) is appointed to act in the MANAGER's place and stead during such absence. The Mayor shall be advised of the person so appointed.

(c) On the date this AGREEMENT becomes effective, and at the beginning of each new contract year thereafter, MANAGER shall be credited with an additional vacation leave credit of sixty-four (64) hours in addition to his or her currently earned vacation leave hours. The MANAGER shall also accrue additional vacation leave at the rate of a regular employee pursuant to the CITY Personnel Policy.

(d) The MANAGER shall be entitled to holidays as any other CITY employee.

(e) The MANAGER shall be entitled to bereavement leave under the same terms and conditions as any other CITY employee.

SECTION 9. INDEMNIFICATION AND BONDING.

(a) The CITY shall defend, save harmless and indemnify the MANAGER against any tort, professional liability claim or demand or other legal claim or action, whether groundless or otherwise, arising out of an alleged act or omission occurring in or arising out of the good faith performance of the MANAGER's duties as City Manager of the City of Webster. However, this covenant shall not apply to acts outside the scope of MANAGER's employment or services or for claims for punitive damages. The CITY will have the authority to compromise and settle any such claim or suit within the scope of MANAGER's employment and pay the amount of any settlement or judgment rendered thereon.

(b) To the maximum extent permitted by law, the CITY and the MANAGER shall rely upon the doctrine of sovereign immunity and the provisions of Section 768.28, *Florida Statutes*, and other applicable law.

SECTION 10. TERMINATION AND SEVERANCE PAY.

(a) Any termination of the MANAGER shall be accomplished in accordance with the provisions of the City Charter and requires a unanimous vote of all 5 council seats. In the event that the MANAGER is terminated by the CITY for any reason other than termination based upon a finding of violation of Chapter 112, Part 3, *Florida Statutes*; violation of the City Charter; or for any action that would constitute an abandonment of office, a departure from generally accepted public management practices and principles, or malfeasance or misfeasance in office, while the MANAGER is willing and able to perform the duties of City Manager of the City of Webster, then and in that event the CITY agrees to pay the MANAGER a lump sum severance pay equal to twelve (12) months of the MANAGER's then current salary (this includes health insurance and retirement contributions) together with accrued vacation and sick leave under the same terms and conditions as any other City employee; provided, however, that in the event that the MANAGER is terminated

based upon a finding of violation of Chapter 112, Part 3, *Florida Statutes*; violation of the City Charter; or for any action that would constitute an abandonment of office, a departure from generally accepted public management practices and principles, or malfeasance or misfeasance in office then, and in that event, the CITY shall have no obligation to make severance payment provided for in this Section.

(b) In the event the CITY, at any time during the employment, reduces the financial benefits of the MANAGER in a greater percentage than any applicable across-the-board reduction for all CITY employees, or in the event that the CITY refuses, following written notice, to comply with any other provision of this Agreement, the MANAGER may be deemed to be "terminated without cause" within the meaning of Section 10(a) at the date of such reduction or such refusal to comply with the provision of this Agreement.

(c) In the event the CITY, at any time during the employment of the MANAGER, refuses, following written notice, to comply with any of the terms of this Agreement benefiting the MANAGER, or the MANAGER resigns following a corporate suggestion by the City Council of the City of Webster that (he or she) resign, then in that event, the MANAGER may, at his or her option, consider (himself or herself) "terminated without cause" within the meaning of Section 10(a) on the date of such action by the City Commission of the City of Webster and the severance provision shall become applicable.

(d) In the event the MANAGER voluntarily resigns (his or her) position with the CITY, then the MANAGER shall give the CITY no less than thirty (30) days written notice in advance, unless the parties otherwise agree.

SECTION 11. RETIREMENT.

The CITY agrees to pay the Florida State Contribution Rate for the position class of HI/PI "Appointed Position" as part of (his or her) annual salary toward retirement contributions for employee. This payment will be divided equally across each bi-weekly payroll.

SECTION 12. PROFESSIONAL ASSOCIATIONS AND DEVELOPMENT.

(a) The CITY agrees to pay for the reasonable professional dues and subscriptions of MANAGER as may be necessary for (his or her) continuation and participation in the International City County Management Association and the Florida City and County Management Association.

(b) The CITY hereby agrees to pay the reasonable travel and subsistence expenses of MANAGER for professional and official travel, meetings and occasions adequate to reasonably continue the professional development of the MANAGER and to adequately pursue necessary official and other functions for the CITY including, but not limited to, the International City County Management Association, the Florida City, County Management Association annual meetings, and meeting of the Florida League of Cities.

(c) The CITY hereby agrees to consider in each year's budget and to pay for the reasonable travel and subsistence expenses of the MANAGER for short courses, institutes and seminars that are necessary for (his or her) professional development and for the good of the CITY as such sums may be budgeted.

(d) The MANAGER agrees that within twenty-four (24) months of employment as City Manager by the CITY to pursue becoming a Certified Public Manager.

(e) The CITY recognizes that from time-to-time, certain expenses of a non-personal and generally job affiliated nature may be incurred by the MANAGER in (his or her) capacity as City Manager of the City of Webster, which amounts shall be reasonably reimbursed or paid to the MANAGER in amounts in not to exceed appropriations for the same and in accordance with CITY policies.

SECTION 13. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

The CITY shall fix any such other terms and conditions of employment, as it may determine from time-to-time, relating to the performance of the MANAGER; provided, however, that such terms and conditions are not inconsistent with or conflict with the provisions of this Agreement, the City Charter, CITY policies and procedures, State law or any other applicable law. These changes will require a unanimous vote of all 5 council seats in order to be implemented.

SECTION 14. NOTICES.

(a) Postal Service, postage prepaid, addressed as follows:

To the City:

Anagalys Vigoa, Mayor
85 E. Central Avenue
Webster, FL 33597

To the Manager:

Deanna Naugler
29084 Wildlife Lane
Brooksville, FL ZIP

(b) Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 15. GENERAL PROVISIONS.

(a) The language of the City Charter relating to the position and functions of the City Manager of the City of Webster is incorporated herein by reference into this Agreement as though it were set forth in the text of this Agreement verbatim.

(b) If any provision, or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

(c) Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement.

(d) This Agreement and the terms and conditions hereof shall be binding upon and inure to the benefit of the CITY and the MANAGER and their respective successors in interest.

(e) This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida. Florida law shall govern the interpretation and enforcement of this Agreement. Further, venue for any dispute resulting from this Agreement shall be in the Eighteenth Judicial Circuit Court in and for Seminole County, Florida.

(f) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it.

(g) This Agreement is the result of bona fide arms length negotiations between the parties and both parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one (1) party than against any other party.

(h) In the event of any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, paralegals' fees, and costs incurred, whether the same be incurred in pre-litigation negotiation, litigation at the trial level, or upon appeal.

(i) The headings or captions of the sections and subsections contained in this Agreement are used for convenience and reference only and do not, in themselves, have any legal significance and shall not be afforded any.

(j) The parties shall comply with applicable State and local laws, regulations and ordinances. All laws relating to the open government, public meetings and public records shall be carefully complied with.

(k) This Agreement may not be amended, changed, or modified, and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith and signed by all parties to this Agreement.

(l) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by affixing their signature thereto on the dates indicated.

ATTEST:

CITY OF WEBSTER

Amy Flood, City Clerk

Anagalys Vigoa, Mayor

Approved as to form and
Legal Sufficiency:

William L. Colbert, Esquire

Signed:

Witness 1:

Deanna Naugler, City Manager

Witness 2:

Primary Unit	Date Time Recieved	Complaint Type	Address
TAYLOR VIEU, 232	02/25/2024 01:56:09	SUSPICIOUS PERSON	E CENTRAL AVE
TAYLOR VIEU, 232	02/25/2024 02:32:44	INVESTIGATION FOLLOW	317 NW 2ND ST
ARI SALMINEN, T222	02/25/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE
ROBERTH MATA, K143	02/25/2024 11:48:43	EXTRA PATROL	650 NW 3RD ST
ROBERTH MATA, K143	02/25/2024 14:25:24	TRAFFIC STOP	NE 9TH ST
ROBERTH MATA, K143	02/25/2024 16:04:16	DISTURBANCE-UNK	1010 E CENTRAL AVE
	02/25/2024 20:38:51	EXTRA PATROL	658 E CENTRAL AVE
STEVEN NEUMANN, 184	02/25/2024 20:40:16	EXTRA PATROL	447 NW 6TH AVE
STEVEN NEUMANN, 184	02/25/2024 21:15:00	EXTRA PATROL	447 NW 6TH AVE
KENNETH ZIMMERMAN, 242	02/26/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE
	02/26/2024 10:05:35	911 HANGUP	524 N MARKET BLVD
	02/26/2024 10:08:34	911 HANGUP	524 N MARKET BLVD
KENNETH ZIMMERMAN, 242	02/26/2024 10:50:41	SUSPICIOUS PERSON	349 S MARKET BLVD
MICHAEL LARGE, T173	02/26/2024 13:56:58	MENTAL PATIENT	773 NW 10TH AVE
MICHAEL LARGE, T173	02/26/2024 16:15:15	INFORMATION	773 NW 10TH AVE
SHAWN DECKARD, B126	02/26/2024 16:39:34	CIVIL-SERV PAPER	673 NW 4TH ST
ENMANUEL SURIEL, 218	02/26/2024 18:17:53	ARMED & DANGEROUS	36 NW 3RD AVE
CONOR GARRITY, K115	02/26/2024 20:33:31	CRIMINAL MISCHIEF	811 NW 3RD ST
ENMANUEL SURIEL, 218	02/26/2024 21:15:00	EXTRA PATROL	447 NW 6TH AVE
	02/26/2024 22:07:59	SICK/INJURED	516 NW 3RD ST
ENMANUEL SURIEL, 218	02/26/2024 23:40:07	ALARM-COMRCL	7743 SR 471
ENMANUEL SURIEL, 218	02/27/2024 01:25:21	SUSPICIOUS INCIDENT	811 NW 3RD ST
KENNETH ZIMMERMAN, 242	02/27/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE
ENMANUEL SURIEL, 218	02/27/2024 21:15:00	EXTRA PATROL	447 NW 6TH AVE
WALTER PETERSON, 209	02/27/2024 22:59:50	TRAFFIC STOP	NW 4TH AVE
WALTER PETERSON, 209	02/27/2024 23:52:46	TRAFFIC STOP	N MARKET BLVD
AMANDA MARQUES, 245	02/28/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE
	02/28/2024 08:20:47	911 HANGUP	349 S MARKET BLVD
AMANDA MARQUES, 245	02/28/2024 08:52:15	EXTRA PATROL	650 NW 3RD ST
AMANDA MARQUES, 245	02/28/2024 08:54:00	CIVIL	524 N MARKET BLVD
FRANCO SAAYMAN, 259	02/28/2024 10:24:51	INFORMATION	773 NW 10TH AVE
JONATHAN BINEGAR, C151	02/28/2024 10:25:07	RECOVERED PROPERTY	233 SW 1ST ST
MICHAEL LARGE, T173	02/28/2024 11:14:17	DCF/ABUSE REG	773 NW 10TH AVE
TAYLOR VIEU, 232	02/28/2024 18:59:15	THEFT	469 N MARKET BLVD
TAYLOR VIEU, 232	02/28/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE
TAYLOR VIEU, 232	02/29/2024 01:08:35	SUSPICIOUS INCIDENT	871 NW 6TH ST
AMANDA MARQUES, 245	02/29/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE
WILLIAM LAMB, K102	02/29/2024 10:13:53	INFORMATION	349 S MARKET BLVD
ROBERTH MATA, K143	02/29/2024 10:42:03	CIVIL	276 N MARKET BLVD
ROBERTH MATA, K143	02/29/2024 11:21:26	911 HANGUP	349 S MARKET BLVD
AMANDA MARQUES, 245	02/29/2024 11:43:58	CIVIL	605 NW 10TH AVE
JONATHAN GOEHRING, X226	02/29/2024 12:03:44	TRAFFIC STOP	N MARKET BLVD
TYLER THOMPSON, Z193	02/29/2024 14:00:30	NARCOTICS	NW 7TH AVE
JEAN SILVA, X146	02/29/2024 14:29:59	TRAFFIC STOP	349 S MARKET BLVD
AMANDA MARQUES, 245	02/29/2024 14:31:01	DCF/ABUSE REG	516 NW 3RD ST
JEAN SILVA, X146	02/29/2024 14:41:23	TRAFFIC STOP	349 S MARKET BLVD

	02/29/2024 14:54:52	SICK/INJURED	258 NE 3RD AVE
TAYLOR VIEU, 232	02/29/2024 19:15:02	TRAFFIC STOP	N MARKET BLVD
	02/29/2024 19:55:08	SICK/INJURED	1010 E CENTRAL AVE
TAYLOR VIEU, 232	02/29/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE
TAYLOR VIEU, 232	02/29/2024 22:41:26	SUSPICIOUS INCIDENT	871 NW 6TH ST
TAYLOR VIEU, 232	03/01/2024 02:08:24	ALARM-COMRCL	13904 SR 471
KENNETH ZIMMERMAN, 242	03/01/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE
MICHAEL LARGE, T173	03/01/2024 11:34:11	NARCOTICS	773 NW 10TH AVE
MICHAEL LARGE, T173	03/01/2024 13:07:23	INFORMATION	773 NW 10TH AVE
ENMANUEL SURIEL, 218	03/01/2024 19:11:07	CITIZENS ASSIST	2085 CR 740
WALTER PETERSON, 209	03/01/2024 20:02:41	TRAFFIC STOP	469 N MARKET BLVD
ENMANUEL SURIEL, 218	03/01/2024 20:28:33	SUSPICIOUS VEH	773 NW 10TH AVE
ENMANUEL SURIEL, 218	03/01/2024 21:10:27	TRAFFIC STOP	374 N MARKET BLVD
ENMANUEL SURIEL, 218	03/01/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE
WALTER PETERSON, 209	03/01/2024 23:31:39	TRAFFIC STOP	S MARKET BLVD
ENMANUEL SURIEL, 218	03/02/2024 04:29:39	ALARM-COMRCL	13904 SR 471
JUSTIN ST CLAIR, 210	03/02/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE
	03/02/2024 12:35:03	RECKLESS DRIVER	SR 471
	03/02/2024 13:26:59	911 MISDIAL	102 NE 4TH AVE
WALTER PETERSON, 209	03/02/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE
	03/03/2024 03:57:36	FIRE-UNKNOWN	NE 3RD AVE
JUSTIN ST CLAIR, 210	03/03/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE
	03/03/2024 10:51:33	INFORMATION	CENTER GRADE RD
	03/03/2024 11:44:07	SICK/INJURED	811 NW 3RD ST
	03/03/2024 13:03:48	911 HANGUP	8947 RECREATION CIR
ENMANUEL SURIEL, 218	03/03/2024 21:15:00	EXTRA PATROL	447 NW 6TH AVE
WALTER PETERSON, 209	03/03/2024 21:42:44	TRAFFIC STOP	624 SE 3RD AVE
WALTER PETERSON, 209	03/03/2024 22:39:29	TRAFFIC STOP	S MARKET BLVD
WALTER PETERSON, 209	03/04/2024 01:42:42	TRAFFIC STOP	N MARKET BLVD
AMANDA MARQUES, 245	03/04/2024 06:15:01	EXTRA PATROL	447 NW 6TH AVE
AMANDA MARQUES, 245	03/04/2024 07:04:00	EXTRA PATROL	650 NW 3RD ST
	03/04/2024 11:07:12	SICK/INJURED	524 N MARKET BLVD
AMANDA MARQUES, 245	03/04/2024 11:33:32	FCIC/NCIC HIT	650 NW 3RD ST
KELSEY BRIDGEMAN, 171	03/04/2024 11:51:16	CIVIL	605 NW 10TH AVE
	03/04/2024 13:40:02	SICK/INJURED	OUT OF COUNTY
JOSHUA CALDWELL, 261	03/04/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE
AMANDA MARQUES, 245	03/05/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE
AMANDA MARQUES, 245	03/05/2024 08:18:40	EXTRA PATROL	650 NW 3RD ST
AMANDA MARQUES, 245	03/05/2024 09:56:32	DISTURBANCE-VERBAL	841 NW 7TH ST
AMANDA MARQUES, 245	03/05/2024 11:36:00	CIVIL	841 NW 7TH ST
	03/05/2024 11:48:05	INFORMATION	841 NW 7TH ST
JOSHUA CALDWELL, 261	03/05/2024 21:15:00	EXTRA PATROL	447 NW 6TH AVE
JOSHUA CALDWELL, 261	03/06/2024 03:26:09	SUSPICIOUS INCIDENT	811 NW 3RD ST
JOSHUA CALDWELL, 261	03/06/2024 03:44:15	MENTAL PATIENT	811 NW 3RD ST
	03/06/2024 06:15:01	EXTRA PATROL	447 NW 6TH AVE
	03/06/2024 14:26:24	SICK/INJURED	256 NE 1ST ST
EDWARD HINDERHOFER, 158	03/06/2024 16:59:40	EXTRA PATROL	7368 SR 471

ENMANUEL SURIEL, 218	03/06/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE
	03/06/2024 22:13:37	911 HANGUP	102 NE 4TH AVE
ENMANUEL SURIEL, 218	03/07/2024 00:28:24	TRAFFIC STOP	N MARKET BLVD
ERICA HILLMAN, 205	03/07/2024 06:15:01	EXTRA PATROL	447 NW 6TH AVE
SHAWN DECKARD, B126	03/07/2024 08:13:25	CIVIL PROCESS	466 E CENTRAL AVE
SHAWN DECKARD, B126	03/07/2024 08:23:24	CIVIL PROCESS	978 NW 4TH ST
SHAWN DECKARD, B126	03/07/2024 09:41:51	CIVIL PROCESS	466 E CENTRAL AVE
	03/07/2024 11:18:30	SICK/INJURED	158 NE 3RD ST
	03/07/2024 12:41:23	SICK/INJURED	2085 CR 740
SHAWN DECKARD, B126	03/07/2024 15:27:31	CIVIL PROCESS	97 SE 2ND AVE
	03/07/2024 19:29:21	SICK/INJURED	7914 SR 471
ENMANUEL SURIEL, 218	03/07/2024 19:47:15	CITIZENS ASSIST	469 N MARKET BLVD
ENMANUEL SURIEL, 218	03/07/2024 20:31:33	TRAFFIC STOP	NE 1ST ST
ENMANUEL SURIEL, 218	03/07/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE
AMANDA MARQUES, 245	03/08/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE
AMANDA MARQUES, 245	03/08/2024 08:16:00	ALARM-RES	385 NE 3RD ST
TRENT TRACY, D130	03/08/2024 16:44:22	INVESTIGATION FOLLOW	23 SW 6TH ST
JOSHUA CALDWELL, 261	03/08/2024 18:55:26	INFORMATION	116 NE 1ST ST
NICHOLAS HOSKEY, 236	03/08/2024 21:00:09	911 HANGUP	811 NW 3RD ST
NICHOLAS HOSKEY, 236	03/08/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE
AMANDA MARQUES, 245	03/09/2024 06:15:01	EXTRA PATROL	447 NW 6TH AVE
NICHOLAS PLUMER, 251	03/09/2024 06:46:56	TRAFFIC STOP	N MARKET BLVD
	03/09/2024 10:22:29	911 HANGUP	2085 CR 740
RONDEZ MOORE, X129	03/09/2024 10:26:06	TRAFFIC STOP	SR 471
	03/09/2024 16:45:02	911 HANGUP	530 NW 9TH AVE
SHANNON VOSS, K124	03/09/2024 19:50:44	SUSPICIOUS VEH	7052 SR 471
	03/09/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE
AMANDA MARQUES, 245	03/10/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE
AMANDA MARQUES, 245	03/10/2024 07:25:14	ALARM-COMRCL	374 N MARKET BLVD
AMANDA MARQUES, 245	03/10/2024 12:16:40	SUSPICIOUS INCIDENT	329 N MARKET BLVD
JOSHUA CALDWELL, 261	03/10/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE
NICHOLAS HOSKEY, 236	03/10/2024 23:01:34	INVESTIGATION FOLLOW	624 NW 3RD ST
NICHOLAS HOSKEY, 236	03/11/2024 00:46:16	INVESTIGATION FOLLOW	735 NW 6TH ST
JUSTIN ST CLAIR, 210	03/11/2024 06:15:01	EXTRA PATROL	447 NW 6TH AVE
JOHN GUINANE, X121	03/11/2024 08:21:08	INFORMATION	NW 8TH AVE
JUSTIN ST CLAIR, 210	03/11/2024 12:43:44	CIVIL	524 N MARKET BLVD
ENMANUEL SURIEL, 218	03/11/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE
KENNETH ZIMMERMAN, 242	03/12/2024 06:15:01	EXTRA PATROL	447 NW 6TH AVE
SHAWN DECKARD, B126	03/12/2024 08:19:59	CIVIL PROCESS	3840 E C 478 29
ENMANUEL SURIEL, 218	03/12/2024 18:31:37	INFORMATION	SR 471
WALTER PETERSON, 209	03/12/2024 18:32:30	TRAFFIC STOP	7368 SR 471
WALTER PETERSON, 209	03/12/2024 19:44:41	TRAFFIC STOP	7368 SR 471
ENMANUEL SURIEL, 218	03/12/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE
ENMANUEL SURIEL, 218	03/13/2024 01:31:01	CITIZENS ASSIST	811 NW 3RD ST
AMANDA MARQUES, 245	03/13/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE
CALEB ROSS, T139	03/13/2024 09:33:00	JUVENILE	349 S MARKET BLVD
CORBIN HRADECKY, 249	03/13/2024 11:36:11	TRAFFIC STOP	S MARKET BLVD

CORBIN HRADECKY, 249	03/13/2024 11:36:20	TRAFFIC STOP	S MARKET BLVD
	03/13/2024 12:27:30	911 HANGUP	102 NE 4TH AVE
AMANDA MARQUES, 245	03/13/2024 13:29:32	ANIMAL COMPLAINT	NW 6TH AVE
TREY KILLORAN, K198	03/13/2024 15:21:00	INFORMATION	773 NW 10TH AVE
JOSHUA CALDWELL, 261	03/13/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE
NICHOLAS HOSKEY, 236	03/14/2024 00:34:35	SUSPICIOUS VEH	524 N MARKET BLVD
AMANDA MARQUES, 245	03/14/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE
AMANDA MARQUES, 245	03/14/2024 08:19:31	RECKLESS DRIVER	574 NW 6TH ST
TREY KILLORAN, K198	03/14/2024 11:02:23	DCF/ABUSE REG	773 NW 10TH AVE
CALEB ROSS, T139	03/14/2024 11:12:14	INFORMATION	349 S MARKET BLVD
AMANDA MARQUES, 245	03/14/2024 13:50:52	DCF/ABUSE REG	349 S MARKET BLVD
AMANDA MARQUES, 245	03/14/2024 16:30:43	INFORMATION	524 N MARKET BLVD
CHRISTOPHER MCPETERS, S55	03/14/2024 17:10:50	INFORMATION	524 N MARKET BLVD
JASON VOIGT, 201	03/14/2024 17:40:15	DCF/ABUSE REG	469 N MARKET BLVD
JASON VOIGT, 201	03/14/2024 19:11:11	INVESTIGATION FOLLOW	1010 E CENTRAL AVE
JASON VOIGT, 201	03/14/2024 21:15:00	EXTRA PATROL	447 NW 6TH AVE
	03/15/2024 06:15:01	EXTRA PATROL	447 NW 6TH AVE
ROBERT HANSEN, X133	03/15/2024 08:30:16	TRAFFIC ENFORCEMENT	773 NW 10TH AVE
JUSTIN ST CLAIR, 210	03/15/2024 10:26:50	RECOVERED PROPERTY	349 S MARKET BLVD
JUSTIN ST CLAIR, 210	03/15/2024 11:30:53	ATC -WELFARE CHECK	385 NE 3RD ST
	03/15/2024 14:17:42	SICK/INJURED	2647 SR 50
JUSTIN ST CLAIR, 210	03/15/2024 15:10:29	FCIC/NCIC HIT	1010 E CENTRAL AVE 11
TREVOR LAVIANO, T169	03/15/2024 16:10:02	THEFT	773 NW 10TH AVE
ANTHONY LEE, 144	03/15/2024 17:48:19	DCF/ABUSE REG	174 S MARKET BLVD
WALTER PETERSON, 209	03/15/2024 18:00:17	THEFT	2959 SE 75TH AVE
ANTHONY LEE, 144	03/15/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE
JUSTIN ST CLAIR, 210	03/16/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE
JUSTIN ST CLAIR, 210	03/16/2024 09:13:58	BURGLARY OW	658 E CENTRAL AVE
	03/16/2024 10:12:53	911 MISDIAL	133 NE 9TH ST
WALTER PETERSON, 209	03/16/2024 19:53:31	CITIZENS ASSIST	374 N MARKET BLVD
ENMANUEL SURIEL, 218	03/16/2024 20:30:20	CITIZENS ASSIST	374 N MARKET BLVD
ENMANUEL SURIEL, 218	03/16/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE
WALTER PETERSON, 209	03/17/2024 01:10:52	TRAFFIC STOP	SE 1ST AVE
JUSTIN ST CLAIR, 210	03/17/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE
	03/17/2024 14:33:17	911 MISDIAL	332 SE 1ST AVE
ENMANUEL SURIEL, 218	03/17/2024 19:12:19	JUVENILE	257 SE 1ST ST
WALTER PETERSON, 209	03/17/2024 19:59:26	TRAFFIC STOP	329 N MARKET BLVD
ENMANUEL SURIEL, 218	03/17/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE
ENMANUEL SURIEL, 218	03/18/2024 00:27:06	CITIZENS ASSIST	2810 C 478A
WALTER PETERSON, 209	03/18/2024 01:24:20	TRAFFIC STOP	349 S MARKET BLVD
AMANDA MARQUES, 245	03/18/2024 06:15:01	EXTRA PATROL	447 NW 6TH AVE
SHAWN DECKARD, B126	03/18/2024 09:00:01	CIVIL PROCESS	13904 SR 471
KELSEY BRIDGEMAN, 171	03/18/2024 11:04:14	ANIMAL COMPLAINT	524 N MARKET BLVD
JOHN GUINANE, X121	03/18/2024 13:22:56	TRAFFIC STOP	NE 1ST ST
JOHN GUINANE, X121	03/18/2024 13:47:53	TRAFFIC STOP	469 N MARKET BLVD
	03/18/2024 14:29:46	SICK/INJURED	860 OAK AVE
MYLES DUNLAP, 256	03/18/2024 20:46:33	TRAFFIC STOP	NW 2ND ST

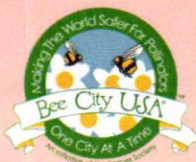
JASON VOIGT, 201	03/18/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE
	03/18/2024 21:40:36	SICK/INJURED	2647 SR 50
AMANDA MARQUES, 245	03/19/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE
	03/19/2024 13:50:06	911 HANGUP	102 NE 4TH AVE
AMANDA MARQUES, 245	03/19/2024 14:44:19	PHONE COMPLT	475 NW 10TH AVE
JOSHUA CALDWELL, 261	03/19/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE
JUSTIN ST CLAIR, 210	03/20/2024 05:49:31	BOLO/AREA CHECK	469 N MARKET BLVD
	03/20/2024 06:15:01	EXTRA PATROL	447 NW 6TH AVE
JUSTIN ST CLAIR, 210	03/20/2024 12:05:53	VIN VERIFICATION	8303 CR 736
WALTER PETERSON, 209	03/20/2024 18:13:24	TRAFFIC STOP	N MARKET BLVD
ENMANUEL SURIEL, 218	03/20/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE
ANTHONY LEE, 144	03/20/2024 21:48:21	BATTERY	332 NW 6TH AVE
KENNETH ZIMMERMAN, 242	03/21/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE
SHAWN DECKARD, B126	03/21/2024 15:49:46	CIVIL PROCESS	317 NW 2ND ST
SHAWN DECKARD, B126	03/21/2024 16:46:01	CIVIL PROCESS	317 NW 2ND ST
	03/21/2024 17:11:28	911 HANGUP	188 NE 1ST ST
	03/21/2024 19:47:24	911 HANGUP	102 NE 4TH AVE
EDWARD HINDERHOFER, 158	03/21/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE
ENMANUEL SURIEL, 218	03/21/2024 22:40:20	INVESTIGATION FOLLOW	332 NW 6TH AVE
AMANDA MARQUES, 245	03/22/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE
AMANDA MARQUES, 245	03/22/2024 10:11:31	PHONE COMPLT	523 NW 9TH AVE
KELSEY BRIDGEMAN, 171	03/22/2024 10:26:49	DCF/ABUSE REG	773 NW 10TH AVE
AMANDA MARQUES, 245	03/22/2024 11:39:36	INVESTIGATION FOLLOW	332 NW 6TH AVE
	03/22/2024 18:17:11	911 HANGUP	102 NE 4TH AVE
JOSHUA CALDWELL, 261	03/22/2024 21:15:02	EXTRA PATROL	447 NW 6TH AVE
AMANDA MARQUES, 245	03/23/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE
AMANDA MARQUES, 245	03/23/2024 13:35:11	ATC -WELFARE CHECK	3840 E C 478
JOSHUA CALDWELL, 261	03/23/2024 21:15:00	EXTRA PATROL	447 NW 6TH AVE
JOSHUA CALDWELL, 261	03/24/2024 03:38:44	DISTURBANCE-NOISE	662 N MARKET BLVD
AMANDA MARQUES, 245	03/24/2024 06:15:01	EXTRA PATROL	447 NW 6TH AVE
	03/24/2024 14:14:12	SICK/INJURED	39 SW 6TH ST
JOSHUA CALDWELL, 261	03/24/2024 18:11:56	DISTURBANCE-UNK	602 NW 9TH AVE
JOSHUA CALDWELL, 261	03/24/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE
KENNETH ZIMMERMAN, 242	03/25/2024 06:15:01	EXTRA PATROL	447 NW 6TH AVE
KENNETH ZIMMERMAN, 242	03/25/2024 07:20:10	911 HANGUP	577 NW 3RD ST
	03/25/2024 09:38:39	911 HANGUP	524 N MARKET BLVD

CURRENT CODE CASES - APRIL 2024

Number	Tag	Location	Status	Status Code	Initiated By	Initiated Date
CE-23-05099	Q31D024 Sowinski (UNPAID FEES/LIEN)	854 OAK AVE, WEBSTER, FL 33597	FOF	OPEN	Emily.Estep	2023-03-28 09:13 AM
CE-23-11733	N36B104 GAVIN (GRINDER PUMP)	871 NW 6TH ST, WEBSTER, FL 33597	HEARING	OPEN	Emily.Estep	2023-07-12 09:28 AM
CE-23-11878	N36D001 GIFFORD (TRAILERS)	NW 4TH AVE, WEBSTER, FL 33597	FOF	OPEN	Emily.Estep	2023-07-14 09:52 AM
CE-23-11879	N36D003 GIFFORD (TRAILERS)	NW 4TH AVE, WEBSTER, FL 33597	FOF	OPEN	Emily.Estep	2023-07-14 09:55 AM
CE-23-18134	T06A050 SALTO (GARAGE)	Vacant Lot @ SE 3RD ST, WEBSTER, FL 33597	FOF	OPEN	Emily.Estep	2023-10-31 01:17 AM
CE-23-18237	N36-046 BRONSON (CONTAINER)	130 NW 2ND ST, WEBSTER, FL 33597	FOF	OPEN	Emily.Estep	2023-11-01 04:26 AM
CE-23-20212	S01D026 Lee	342 SW 1ST ST, Webster, FL	HEARING	OPEN	jared.oberholtzer	2023-12-12 04:34 AM
CE-23-20374	N36D006 Stewart (GRASS/TRASH)	85 NW 4TH AVE, Webster, FL	HEARING	OPEN	jared.oberholtzer	2023-12-15 09:12 AM
CE-23-20662	N36B110 Rivera (SHED W/O PERMIT)	814 NW 5TH ST, WEBSTER, FL 33597	RFH	OPEN	Ashley.Evans	2023-12-21 10:12 AM
CE-24-01165	Q30-009 Hernandez (CONTAINERS) - GRANITE/QUARTZ SOLUTIONS	8243 SR 471, Webster, FL	RFH	OPEN	jared.oberholtzer	2024-01-24 10:30 AM



City of Webster Monthly Newsletter



City Manager's Office

Deanna Naugler, City Manager



The City Manager's Office is pleased to present the City of Webster monthly newsletter which is produced for the Webster City Council, city residents, businesses and other interested readers. This report contains information of the City's monthly operational and financial activity for the month along with highlights. The Business Report provides two (2) sections of reporting: □ Operational Activity – A summary of operational activities/accomplishments and the progress of significant projects reported by each city department. □ Financial Activity – A summary of revenues and expenditures for the City's most active funds. This newsletter strives to provide an informative view into the City's monthly activities. It is the City Manager's intent to produce a newsletter that is informative and useful to all who live, work and recreate in the City of Webster.

Personnel

The City Manager's department personnel status for the month is as follows:

Number of Authorized Positions	Full-time filled positions	Full-time open positions	Part-time filled
8.5	8	0	1

Important Dates:

05/09 6pm Planning & Zoning Meeting
City Hall
05/15 Utility Late Fee Deadline
05/16 6pm City Council Meeting
City Hall
05/20 Utility Turn-off Deadline for non-payment

Don't forget.....
DON'T FORGET.....

Check out the Little Free Libraries on Central Avenue. Take a book, share a book.

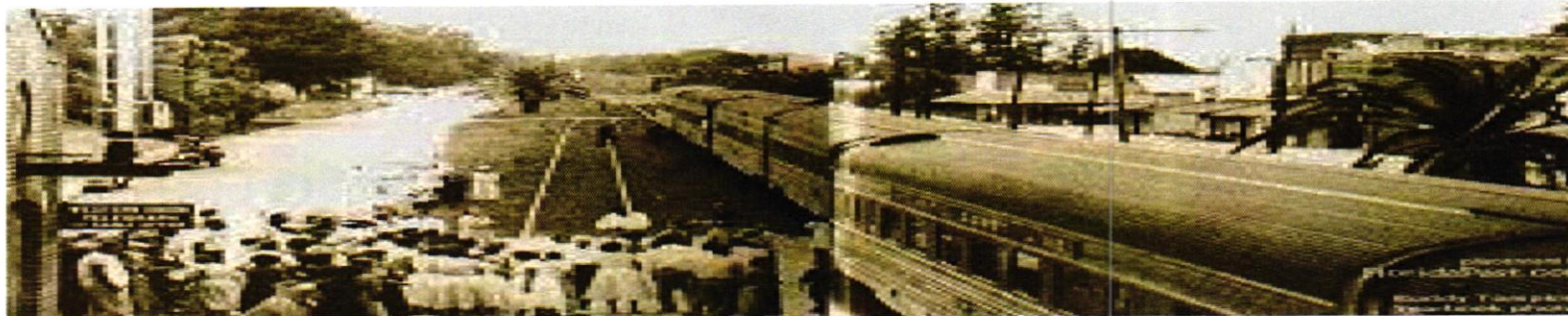
Little Free Library Mission & Vision

Little Free Library is a nonprofit organization based in St. Paul, Minnesota. Our mission is to be a catalyst for building community, inspiring readers, and expanding book access for all through a global network of volunteer-led Little Free Library book-exchange boxes.

Our vision is a Little Free Library in every community and a book for every reader. We believe all people are empowered when the opportunity to discover a personally relevant book to read is not limited by time, space, or privilege.

The gazebo on Central Avenue is the perfect place to spend some time reading books from the Little Free Libraries.





Operational Activities—Administration

On-line payment processing—83

New Accounts—2

Late Fee Assessments—103

Notaries—22

Faxes—7

Locates—12

Work Orders closed—88

Container Permit Renewals—0

Follow-up on existing Code Enforcement Cases—0

Code Enforcement Foreclosures—0

Checks Processed for Payments—30

Utility Batches/Balancing— 36

In office Payment Processing—391

Closed Accounts— 3

Turn-offs—30

Copy Requests—5

New Account Impact Fees—2

Work orders created—88

Business License Processed—10

New Code Enforcement Cases—0

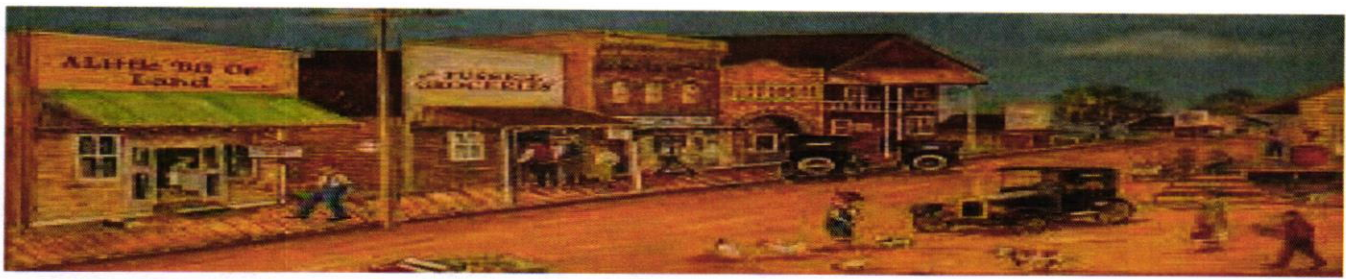
Code Enforcement Liens—0

Public Records Request—4

Purchase Orders— 63

Community Hall Rental—1

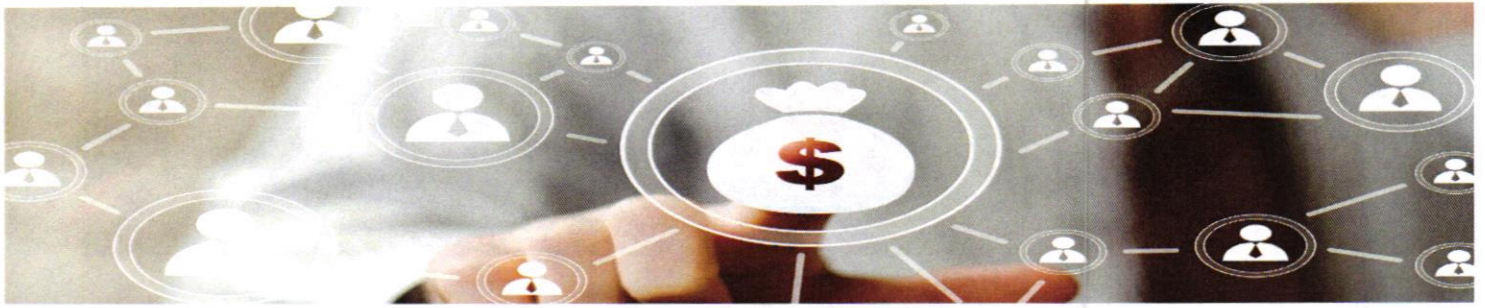
- Entered Meter Reads and processed utility bills for 524 utility accounts
- Reviewed Waste Management Bill for accuracy of billed/type of accounts
- Processed Bureau of Labor and Statistics Report
- Worked with council members and city attorney for ordinances related to the city
- Opened and disbursed incoming mail
- Created/Processed P&Z and Council agendas, minutes, and packets
- Attended City Manager meeting with County and other municipalities
- Working with Engineer on Water Use Permit Renewal and Modification, supplying additional information per SWFWMD request
- Discussions/meetings with County, Public and Developers on upcoming ordinances
- Verifying charges on invoices for payment, matching receipts for fuel and creating payments
- Entering GL Entries for all income on FLAIR Report
- Entering any GL Entries for payments processed electronically
- Updating the Utilities (Duke/SECO) spreadsheet
- Doing PO's for monthly recurring payments
- Reconciliation or verification of income and expenses on bank statements
- Scanning of all documents pertaining to GL Entry and Payments processed
- Verification of correct documents, amounts, etc. for daily deposits
- Helping to verify charges and reimbursements on credit cards
- Prepare Finance Report for monthly Council meeting
- Processing payroll checks for all employees
- Calculate and enter 941 tax payments for payroll period
- Completing GL entry for 941 taxes and FRS paid
- Verifying and entering FRS Monthly payment for employees
- Processing Council checks and direct deposits
- Review and update transfers for City of Bushnell Utilities and update spreadsheet
- Updated a monthly staff report for Admin
- Scanning all past minutes
- Working with engineer on bid documents for CDBG grant
- Work with county and cities on JPA modification
- Working with county on ARPA funds for Grinder Replacement
- Work with Edmunds on streamlining utility fee adjustments
- Work with Edmunds and IT contractor to resolve issues with meter management app
- Attend weekly update meetings for trail and Complete Streets
- Working with developer on site plans
- Working on PSAR report



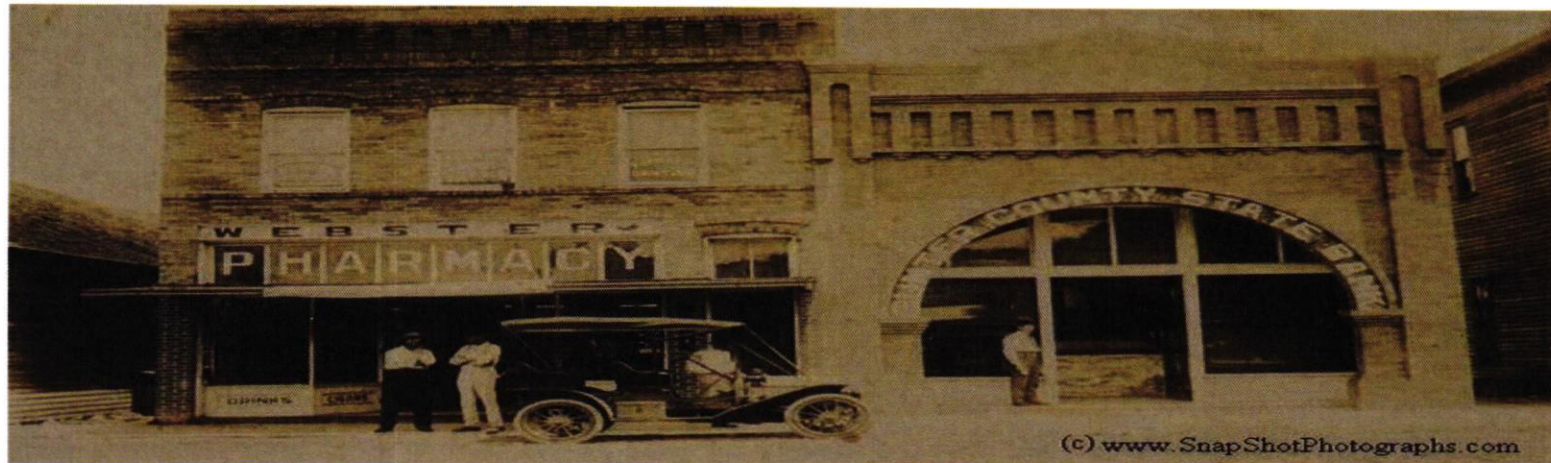
Operational Activities—Public Works

Work orders processed—88	Utility turn-off —30
Utility account turn-on—26	Locates—12
Other—20	

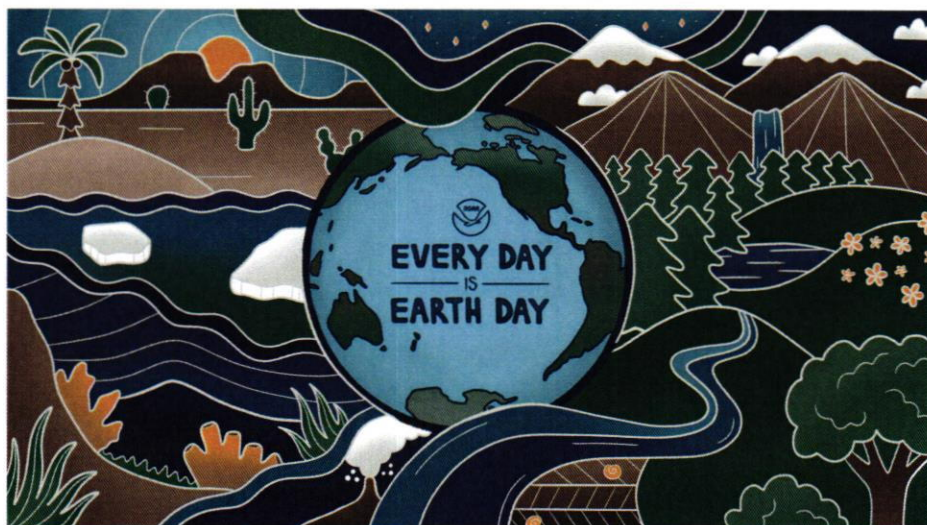
- Right of way trimming around the city continuous throughout the month.
- Used automatic meter reading system to conduct Data Logs of various meters throughout the city. Doing this enables Public Works staff to better explain water usage to the customer.
- Automatic meter reading system used to do meter reading.
- Conducted multiple utility locates throughout the city.
- Construction of Multi use path in progress on Hwy 471. Had multiple site visits with Ranger Construction to resolve issues that arose.
- Performed routine service on public works trucks.
- Checked chemical levels at North and South wells.
- Ran portable generators to ensure they work properly. North well generator and Master Lift station generator need repairs performed.
- Lift station route ran two times each week of the month to ensure proper operation and document station operations.
- Park checks conducted daily at Sam Harris Park and Hewitt Park to ensure areas are clean and address any issues.
- Extra garbage and debris pick-up around the city.
- Monthly Webster/Bushnell Interconnect sample for sewer.
- Attended virtual progress meetings for multiuse path on SR 471.
- Met with several customers to discuss concerns about their water use.
- Water turn-offs for non-payment/Turn Ons after repayment.
- Met with SERCAP about future projects and needs of the city.
- Installed meters for new services for Home In Partnership/Live Oak Subdivision.
- Used bucket truck to trim trees in the NW section of town.
- SERCAP spent a week on site to continue the GIS mapping of the city's water and wastewater system.
- Rep from Muller was on site to look at the out of service fire hydrants. He made recommendations for needed repairs, or recommendations for hydrants to be replaced.
- Cleaned storm drains on NW 4th ST, East Central Ave to ensure they are clear of debris.
- Cleaning and organizing of big shop at Public Works continued. This has allowed better use of space and easier access to materials and supplies.
- Sharpened and replaced blades on both mowers. Repaired broken hinge on dump trailer gate.
- Grinder pump issue on NW 3rd St. Replaced grinder pump with a spare pump.
- SERCAP on site to finish smoke tests at Elementary and Middle schools.
- Performed adjustments to floats at the Master lift station to ensure proper function.
- Replaced Low Wet well float at Lift Station #5 and adjusted float level to correct position.
- Mowed and weedeated drainage ditches in the NE section of town.
- Water service line repair at 248 N Market Blvd due to Ranger Construction working in the area.
- Addressed issues with too much air in the city water system. Contacted U.S. Water to correct the issue. Too much air was added to the hydro tank at the North Well.
- Met with representatives from Sumter County Schools to discuss issues with the water at South Sumter Middle School.
- Began fire hydrant flushing in the SE section of the city. This will continue until all sections of the city have been flushed. This is to ensure all water lines are flushed and chemical residual levels are within normal range.



REVENUE AND LOSS 2024		
FUND	REVENUE	March
101	GENERAL FUND	\$97,669.58
104	TRANSPORTATION	\$3,145.39
105	CDBG GRANT	\$0.00
430	WATER	\$26,348.37
440	GARBAGE	\$18,827.15
450	SEWER	\$40,559.75
460	IMPACT FEES	\$4,500.00
	TOTAL REVENUE	\$191,050.24
	EXPENSE	
101-1011	GENERAL FUND-ADMIN	\$51,790.40
101-2021	GENERAL FUND-SCSO	\$13,771.20
101-7072	GENERAL FUND-PUBLIC WORKS	\$15,210.84
104	TRANSPORTATION	\$1,580.07
105	CDBG GRANT	\$20.00
430	WATER	\$21,331.12
440	GARBAGE	\$18,131.16
450	SEWER	\$35,003.00
460	IMPACT FEES	\$20.21
	TOTAL EXPENSE	\$156,837.79
	REVENUE/LOSS	\$34,212.45



(c) www.SnapShotPhotographs.com



When Was the First Earth Day?

The first Earth Day took place on April 22, 1970.

On June 22, 1969, the Cuyahoga River on the southern shores of Lake Erie caught on fire as chemicals, oil, and other industrial materials that had oozed into the river somehow ignited. Just a few months before, on January 28, 1969, an oil rig leaked millions of gallons of oil off the coast of Santa Barbara. That same year, reports surfaced that our national symbol, the bald eagle, was rapidly declining as a species due to the chemical DDT, while around the world, whales were being hunted nearly to extinction. These and other incidents caught the attention of the national media and galvanized public awareness of the many environmental insults being hurled at the nation and the planet.

In response to the public outcry, Earth Day Founder Gaylord Nelson, who served as the Governor of Wisconsin (1958-1962) and in the U.S. Senate (1963-1981), organized a nationwide "teach-in" about environmental issues to take place on April 22, 1970. More than 2,000 colleges and universities, 10,000 public schools, and 20 million citizens participated—nearly 10 percent of the U.S. population at that time. This outpouring of grassroots environmental activism marked the first Earth Day—a recognition of the importance of caring for the environment and accepting stewardship responsibility for the nation's resources. It also helped establish a political climate conducive to forming both the National Oceanic and Atmospheric Administration (NOAA) and the U.S. Environmental Protection Agency (EPA) on October 3, 1970.

We like to say that "Every day is Earth Day at NOAA." But ever since April 22, 1970, people the world over take time to recognize the importance of protecting the Earth's natural resources—be they oceanic, atmospheric, terrestrial, or biological—for future generations.

—NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

Check naa.gov/earthday regularly for the latest and greatest Earth Month features.

Stay connected by joining NOAA's social media communities. Follow NOAA's Earth Month coverage using the hashtag #EarthDayNOAA.



ORDINANCE NO. 2024-11

AN ORDINANCE OF THE CITY OF WEBSTER, FLORIDA PROVIDING FOR THE REZONING OF REAL PROPERTY TOTALING 10.07 ACRES, MORE OR LESS, IN SIZE (TAX PARCEL IDENTIFICATION NUMBER T07D002) WITHIN THE CITY LIMITS (MAP OF PROPERTY ATTACHED) TO RR1C, RURAL RESIDENTIAL WITH CONVENTIONAL HOUSING ZONING DISTRICT FROM A10C (COUNTY); PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR THE ADOPTION OF A MAP BY REFERENCE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, , Loretta Ramirez mailing address: 11305 CR-723, Webster FL 33597 is the owner of the property which is the subject of this Ordinance; and

WHEREAS, The real property, totaling 10 +/- acres in size, is located on the South and East of CR 758 and 723 respectively; and

WHEREAS, Loretta Ramirez owned the subject property, in November 2023 when a voluntary annexation into the municipal limits of the City of Webster, Florida.; and

WHEREAS, The City Manager of the City of Webster pursuant to the controlling provisions of State law and the Code of Ordinances of the City of Webster, is petitioning to have the subject property reassigned from the A10C (Agriculture -County) zoning assignment to the RR1C (Rural Residential with Conventional Housing) zoning assignment;

WHEREAS, the City Council of the City of Webster, Florida has taken, as implemented by City staff, all actions relating to the approval action set forth herein in accordance with the requirements and procedures mandated by State law.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF WEBSTER, FLORIDA:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT.

(a). The City Council of the City of Webster hereby adopts and incorporates into this Ordinance the City staff report as well as the recitals (whereas clauses) to this Ordinance.

(b). The subject property, which is a 10.07 acre MOL platted lot, and is located adjacent to CR-723, a minor local road. (Tax Parcel Number T07D002). The legal description of the subject property is provided in Attachment A.

(c). The City of Webster has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

SECTION 2. REZONING OF REAL PROPERTY/IMPLEMENTING ACTIONS.

(a). Upon enactment of this Ordinance the following described property, as depicted in Attachment A of this Ordinance, and totaling is 10.07 acres MOL in size, shall be rezoned from A10C(County) zoning districts/classification to RR1C zoning district/classification.

(b). The City Manager, or designee, is hereby authorized to execute any and all documents necessary to formalize approval of the rezoning action taken herein and to revise and amend the Official Zoning Map or Maps of the City of Webster as may be appropriate to accomplish the action taken in this Ordinance.

SECTION 3. INCORPORATION OF MAP. The map attached to this Ordinance as the Attachment is hereby ratified and affirmed and incorporated into this Ordinance as a substantive part of this Ordinance.

SECTION 4. CONFLICTS. All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 5. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 6. NON-CODIFICATION. This Ordinance shall not be codified in the *City Code of the City of Webster* or the *Land Development Code of the City of Webster*; provided, however, that the actions taken herein shall be depicted on the zoning maps of the City of Webster by the City Manager, or designee.

SECTION 7. EFFECTIVE DATE This Ordinance shall take effect immediately upon enactment provided, however, that the rezoning of property herein set forth shall not take effect until Ordinance Number 2024-10 relating to the Comprehensive Amendment becomes effective.

PASSED AND ENACTED this 18th day of April, 2024.

**CITY COUNCIL OF THE CITY OF
WEBSTER, FLORIDA**

Bobby Yost, Mayor

ATTEST:

Approved as to form and Legality:

**Amy Flood
City Clerk**

**William L. Colbert
City Attorney**

Attachment A
Legal Description

LOT 2 PARADISE RANCH PB 17 PG 47

LOCATION MAP



**CITY OF WEBSTER
REZONING APPLICATION**

**PLANNING & ZONING
February 8, 2024**

**CITY COUNCIL
February 15, 2024
April 18, 2024**

CASE NUMBER: R-23-019551

LANDOWNERS: Loretta Ramirez

APPLICANT: City of Webster

REQUESTED ACTION: Rezone 10.07 acres from A10C (Agricultural with Conventional Housing-County) to RR1C (Rural Residential with Conventional Housing) concurrent with small scale amendment SS-23-19550.

PARCEL NUMBERS: T07D002

LEGAL DESCRIPTION: See Attachment.

EXISTING ZONING: County – A10C (Agriculture with Conventional Housing)

EXISTING USE: Vacant

FUTURE LAND USE: Rural Residential (concurrent Application)

PARCEL SIZE: 10 acres MOL

LOCATION: East side of CR 723, 400 ft south of CR 758 (Map 1).

SURROUNDING LAND USE AND ZONING

The subject property is located adjacent to CR-723, a minor local road. It is currently is vacant land, surrounded by vacant lands, single family homes and an agricultural research and development facility. The property was annexed into the City in November 2023. Surrounding zoning assignments include Residential with varying densities (RR5C, RR1, R2M and RR1C) (Map 2). The neighborhood is residential agricultural in nature.

CASE SUMMARY

The rezoning will add the property to the City's Zoning Map with a RR1C (Rural Residential with Conventional Housing) zoning designation. The RR1C zoning assignment will allow for one (1) conventionally built home along with a variety of typical residential accessory uses.

CASE ANALYSIS:

The request is to adopt City zoning following annexation. This application is concurrent with a small scale Land Use Amendment SS-23-19550 which seeks a Rural Residential Land Use assignment

LDC Section 13-313 (d), *General Administration of Amendment and Permit Applications-Review and Approval Process*, provides for the following review criteria for LDC and zoning map amendments:

- a) Change of conditions, or absence of changed conditions.
The property has been annexed into Webster and needs to be adopted onto the City zoning map.
- b) Community need, or lack of community need.
The requested rezoning will allow additional rural residential development in the rural residential area.
- c) Benefits to the community.
The rezoning will benefit the community by allowing residential development in keeping with the pattern of the neighborhood.
- d) The rights of private property owners.
This rezoning should preserve the existing rights currently in place with County Land Use and Zoning.

HEARINGS

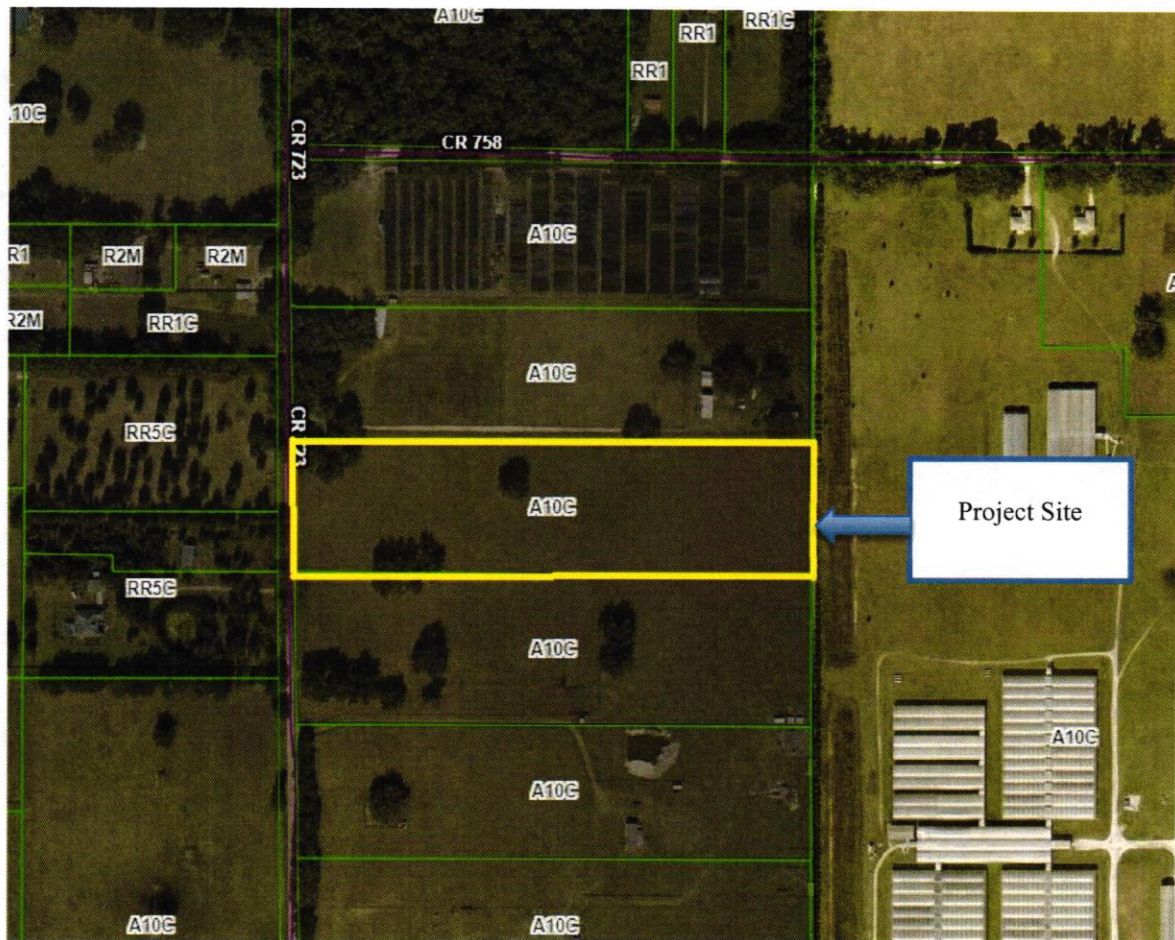
The Application is expected to be heard by Planning and Zoning Board on February 8, 2024; and, City Council on February 15th and March 21, 2024.

CONCLUSIONS

Staff deemed the application sufficient for review. Staff has found the request in compliance with the minimum requirements of the Webster Land Development Code and Comprehensive Plan and recommends approval contingent upon approval of Future Land Use Amendment SS-23-19550.

Notices Sent: 11

Map 1 General Location



Map 2

Surrounding Zoning Assignments

