

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  
March 21, 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 – February 15, 2024  
M\_\_\_\_\_S\_\_\_\_\_ Roll Call Vote

**III. CONSENT AGENDA**

Approval of Resolution 2024-01-Statewide Mutual Aid Agreement  
M\_\_\_\_\_S\_\_\_\_\_ Roll Call Vote for Approval

2023 Accounting Report-Mike Brynjulfson

2023 Audit Report-Julie Davis

Approval to use Reserve Funds for Northwest Grinder Pump Replacement Phase IIa  
M\_\_\_\_\_S\_\_\_\_\_ Roll Call Vote for Approval

Approval for Engineering Services Agreement with Mittaurer & Associates for Grinder Pump Replacement Project Phase IIa  
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 2024-06 Annexation-Parcel ID T06-050-Fentzlaff  
M\_\_\_\_\_S\_\_\_\_\_ Roll Call Vote

M\_\_\_\_\_S\_\_\_\_\_ Roll Call Vote for Approval

Second Reading of Ordinance 2024-07 Comp Plan Amendment-Parcel ID T06-050-Fentzlaff  
M\_\_\_\_\_S\_\_\_\_\_ Roll Call Vote

M\_\_\_\_\_S\_\_\_\_\_ Roll Call Vote for Approval

Second Reading of Ordinance 2024-08 Rezoning-Parcel ID T06-050-Fentzlaff

M\_\_\_\_\_S\_\_\_\_\_ Roll Call Vote

M\_\_\_\_\_S\_\_\_\_\_ Roll Call Vote for Approval

Second Reading of Ordinance 2024-09 Annexation-Parcel ID T07D002-Ramirez

M\_\_\_\_\_S\_\_\_\_\_ Roll Call Vote

M\_\_\_\_\_S\_\_\_\_\_ Roll Call Vote for Approval

Second Reading of Ordinance 2024-10 Comp Plan Amendment-Parcel ID T07D002-Ramirez

M\_\_\_\_\_S\_\_\_\_\_ Roll Call Vote

M\_\_\_\_\_S\_\_\_\_\_ Roll Call Vote for Approval

**VII. NEW BUSINESS**

**VIII. CITY ATTORNEY'S REPORT AND REQUESTS**

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

**X. STAFF REPORTS**

Sheriff's Office

Planning and Development Services

City Manager

**XI. ADJOURNMENT**

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

February 15, 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 Councilmember Dorsey.

We have a quorum.

Attorney Colbert addressed the council on the Mayor Pro-Tem assuming the Mayor seat with the passing of Mayor Bobby Yost. Anagalys Vigoa was sworn in as Mayor, Council Seat 2.

Mayor Vigoa nominated Councilmember Malott for Mayor Pro-Tem. Councilmember Malott declined and nominated Councilmember Dorsey. Mayor Vigoa amended the motion on the table to appoint Councilmember Dorsey to Mayor Pro-Tem.

Vote was as follows:

Mayor Vigoa-Yes

Councilmember Cherry-Yes

Councilmember Malott-Yes

Councilmember Dorsey-Yes

Motion passed 4-0

#### ***II. APPROVAL OF THE MINUTES***

Councilmember Dorsey made a motion for approval of the minutes for January 18, 2024, seconded by Councilmember Vigoa.

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**

Resolution 2024-01 was tabled until March.

### **IV. CITIZENS FORUM**

Citizen Pat Ward addressed the council about the need for speed bumps in the Johnson Subdivision.

### **V. CORRESPONDENCE TO NOTE**

### **VI. PUBLIC HEARINGS**

The second reading of Ordinance 2024-01- Comp Plan Amendment- Parcel ID-N36-101, N36-219- Wintersteen. Councilmember Malott 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.

Mayor Vigoa made a motion to approve Ordinance 2024-01, seconded by Councilmember Cherry.

County Planner Jennifer Bryla apprised the council about Ordinance 2024-01.

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 2024-02- Rezoning- Parcel ID-Parcel ID-N36-101, N36-219- Wintersteen.

Mayor Pro-Tem Dorsey 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 Malott made a motion to approve Ordinance 2024-02, seconded by Mayor Pro-Tem Dorsey.



County Planner Jennifer Bryla apprised the council about Ordinance 2024-02.

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 2024-03 - Comp Plan Amendment-Parcel ID-T07-050- Thornton. Mayor Pro-Tem Dorsey motioned to read by title only, seconded by Mayor Vigoa.

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.

Mayor Pro-Tem Dorsey made a motion to approve Ordinance 2024-03, seconded by Councilmember Malott.

County Planner Jennifer Bryla apprised the council about Ordinance 2024-03.

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 2024-04 - Rezoning-T07-050- Thornton. Councilmember Malott 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 2024-04, seconded by Councilmember Malott.

County Planner Jennifer Bryla apprised the council about Ordinance 2024-04.

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 2024-05- Interlocal Service Boundary Amendment. Councilmember Cherry motioned to read by title only, seconded by Mayor Vigoa.

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 2024-05, seconded by Councilmember Malott.

County Administrator Bradley Arnold made a few comments about the passing of Bobby Yost and apprised the council about Ordinance 2024-05.

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

The first reading of Ordinance 2024-06- Annexation-Parcel ID T06-050, T06-070-Fentzlaff. 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 2024-06, seconded by Councilmember Malott.

City Manager Deanna Naugler and County Planner Jennifer Bryla apprised the council about Ordinance 2024-04.

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

The first 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 Vigoa.

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 Councilmember Cherry.

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 first reading of Ordinance 2024-08- Rezoning-Parcel ID T06-050, T06-070-Fentzlaff. 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 2024-08, seconded by Mayor Pro-Tem Dorsey.

County Planner Jennifer Bryla 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 first reading of Ordinance 2024-09- Annexation-Parcel ID T07D002-Ramirez. Councilmember Malott 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 first reading of Ordinance 2024-10- Comp Plan Amendment-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 2024-10, seconded by Mayor Pro-Tem Dorsey.

County Planner Jennifer Bryla 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

The first reading of Ordinance 2024-11- Rezoning-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.

County Planner Jennifer Bryla and Applicant Loretta Ramirez apprised the council about Ordinance 2024-11.

Resident Carrie Ray apprised the council that she is against the rezoning.

Mayor Pro-Tem Dorsey amended the motion for the first reading of Ordinance 2024-11 to be continued until the April 18<sup>th</sup> meeting, 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

#### ***VII. NEW BUSINESS***

#### ***VIII. CITY ATTORNEY'S REPORT AND REQUESTS***

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

Mayor Pro-Tem Dorsey knows of investors interested in buying property and building in the downtown area of Webster.

#### ***X. STAFF REPORTS***

County Planner Jennifer Bryla apprised the council that the flood ordinance is in review with FEMA.

City Manager Deanna Naugler apprised the council about the vandalism that occurred on Central Avenue. Mayor Pro-Tem Dorsey added there is a street sign down at the end of Central Avenue.



***XI. ADJOURNMENT***

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

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 7:21 P.M.

---

Deanna Naugler, City Manager

Attest:

---

Amy Flood, City Clerk

## **RESOLUTION 2024-01**

**A RESOLUTION OF THE CITY OF WEBSTER, FLORIDA AUTHORIZING EXECUTION OF THE STATEWIDE MUTUAL AID AGREEMENT WITH THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, CORRECTION OF SCRIVENERS ERRORS, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Section 2(b), Article VIII of the Florida Constitution and Chapter 166 of the Florida Statutes, the City of Webster, Florida, a municipal corporation (the "City"), enjoys all governmental, corporate and proprietary powers necessary to enact ordinances in order to protect the health, safety and welfare of the City's citizens and residents; and

**WHEREAS**, the City is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of essential services and the destruction of the infrastructure needed to deliver those services; and

**WHEREAS**, such emergencies and disasters often exceed the emergency response and recovery capabilities of the City; and

**WHEREAS**, the State of Florida Emergency Management Act, Chapter 252 of the Florida Statutes, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

**WHEREAS**, the Emergency Management Act also authorizes the State of Florida to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in affected area upon the request of the duly constituted authority of the political subdivision; and

**WHEREAS**, the City wishes to enter into and execute the Statewide Mutual Aid Agreement, a copy of which is attached as Exhibit "A" to the Resolution, in order to be able to request, provide, and receive interjurisdictional mutual assistance in accordance with the Emergency Management Act, among other political subdivisions within the State of Florida.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WEBSTER, FLORIDA, AS FOLLOWS:**

**SECTION 1** Legislative Findings And Intent; Incorporation Of Exhibits.

(a) The City of Webster has complied with all requirements and procedures of Florida law in processing this Resolution.

(b) The foregoing recitals (whereas clauses) are hereby ratified, affirmed and confirmed as being true and correct and are hereby made a part of this Resolution.

**SECTION 2.** Execution of Statewide Aid Agreement

The City Council of the City of Webster, in order to maximize the prompt, full, and effective use of resources of all participating governments in the event of an emergency or disaster, hereby approves of the execution, on behalf of the City, of the Statewide Mutual Aid Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference; the City Council further authorizes and directs the Mayor of the City to execute the Statewide Mutual Aid Agreement on behalf of the City.

**SECTION 3.** Implementing Administrative Actions.

(a) The City Manager is hereby authorized and directed to implement the provisions of this Resolution as may be deemed necessary or appropriate.

(b) The City Manager and City Attorney are also hereby authorized and directed to implement the provisions of this Resolution and to take any and all necessary administrative actions to bring into effect the provisions of this Resolution in accordance with controlling law as such officers may deem appropriate in their respective roles and functions under the *City of Webster City Charter*.

**SECTION 4.** Conflicts. All resolutions or part of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 5.** Severability. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION 6.** Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

**SECTION 7. Effective Date.** This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED** this 15<sup>th</sup> day of February 2024.

**ATTEST:**

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

By: \_\_\_\_\_  
Amy Flood, City Clerk

By: \_\_\_\_\_  
Bobby Yost, Mayor

Approved as to form and Legality: \_\_\_\_\_

By: \_\_\_\_\_  
William L. Colbert, City Attorney

**EXHIBIT "A"**

**STATEWIDE MUTUAL AID AGREEMENT**





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## **STATEWIDE MUTUAL AID AGREEMENT - 2023**

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

### **ARTICLE I: DEFINITIONS**

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The "Division" is the Florida Division of Emergency Management.
- C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

## ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

## ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

## ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)<sup>1</sup>.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

## ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

<sup>1</sup> FDEM approved documents such as activity logs and mutual aid forms can be found at:  
[https://portal.floridadisaster.org/projects/FROC/FROC\\_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D](https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D)





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

## ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

## ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.





# STATE OF FLORIDA

## DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

### ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

## ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Any Participating Party that elects additional insurance affording liability coverage for any be provided to each Participating Party. activities that may be performed under the authority of this Agreement shall
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

## ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

## ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

**NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.**

*The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.*

*FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.*

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement on the date specified below:



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A CITY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

ATTEST:  
CITY CLERK

CITY OF \_\_\_\_\_  
STATE OF FLORIDA

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

County Attorney





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by \_\_\_\_\_

\_\_\_\_\_ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

I certify that the foregoing is an accurate copy of the Resolution adopted by

\_\_\_\_\_ on \_\_\_\_\_.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



City of Webster, Florida  
REPORT TO CITY COUNCIL  
RESULTS OF 2023 AUDIT



# TABLE OF CONTENTS

---

Audit Results	1
Significant Estimates	2
Other Matters	3
Financial Comparisons to Prior Year	4 - 7
Additional Financial Analysis	8

# 2022 AUDIT RESULTS

---

## Report on 2022 Audit of the Financial Statements

- Unmodified opinion
- No disagreements with management

## Responsibilities under Generally Accepted Auditing Standards

- Audit performed in accordance with GAAS
- Objective is reasonable - not absolute - assurance that the financial statements are free of material misstatement

## Responsibilities under *Government Auditing Standards*

- Compliance with laws, regulations, contracts and grants

## Internal Accounting Control

- Reviewed controls to extent necessary to render an opinion on financial statements
- No material weaknesses noted

## Management Cooperation

- Received full cooperation
- Full access to books and records



## SIGNIFICANT ESTIMATES

---

### Management Judgments and Accounting Estimates

- Consists of
  - Allowance for doubtful accounts
  - Depreciation/useful life of capital assets
  - Allocation of expenses
- These estimates have been reviewed by us in accordance with generally accepted auditing standards.
- We conclude that the estimates are reasonable.



## OTHER MATTERS

---

*The Auditing Standards Board of the AICPA requires that we communicate certain matters to the Board. These requirements, as established in the profession's Statement of Auditing Standards, are presented below:*

- Illegal Acts
  - None noted for 2023
- Consideration of Fraud in a Financial Statement Audit
  - None noted for 2023
- Significant Deficiency
  - None noted for 2023
- Adjusting Journal Entries
  - None noted for 2023
- Passed Adjusting Journal Entries
  - None for 2023

# Governmental Activities

## Statement of Financial Position

---

	September 30, 2023	September 30, 2022
Cash and cash equivalents	\$ 836,000	\$ 740,000
Restricted cash	-	13,000
Lease receivable	406,000	387,000
Capital assets, net	1,762,000	1,716,000
Total assets	<u>3,004,000</u>	<u>2,856,000</u>
Deferred outflows of resources	<u>136,000</u>	<u>188,000</u>
Accounts payable and accrued expenses	53,000	22,000
Long-term obligations		
Due within one year	32,000	29,000
Due in more than one year	326,000	387,000
Total liabilities	<u>411,000</u>	<u>438,000</u>
Deferred inflows of resources	<u>520,000</u>	<u>248,000</u>
Net position		
Net investment in capital assets	1,677,000	1,633,000
Restricted	-	13,000
Unrestricted	<u>531,000</u>	<u>489,000</u>
Total net position	<u>\$ 2,208,000</u>	<u>\$ 2,135,000</u>

# Governmental Activities

## Statement of Activities

	Year ended September 30, 2023	Year ended September 30, 2022
Charges for services	\$ 78,000	\$ 81,000
Capital Grants and Contributions	91,000	-
Taxes	650,000	565,000
State shared revenue	128,000	116,000
Investment Earnings	11,000	-
Miscellaneous	66,000	38,000
Gain (loss) on sale of capital assets	1,000	120,000
Transfers	356,000	339,000
	<hr/>	<hr/>
Total revenues	1,381,000	1,259,000
Expenses		
General government	734,000	657,000
Public safety	164,000	158,000
Transportation	45,000	46,000
Culture and recreation	361,000	245,000
Interest on long-term debt	3,000	10,000
	<hr/>	<hr/>
Total expenses	1,307,000	1,116,000
	<hr/>	<hr/>
Change in net position	\$ 74,000	\$ 143,000

# Business-Type Activities

## Statement of Financial Position

---

	September 30, 2023	September 30, 2022
Cash and cash equivalents	\$ 141,000	\$ 51,000
Restricted cash	736,000	689,000
Customer receivables, net	81,000	70,000
Capital assets, net	12,293,000	12,687,000
Total assets	<u>13,251,000</u>	<u>13,497,000</u>
Accounts payable and accrued expenses	14,000	12,000
Unearned revenue	564,000	576,000
Customer deposits	46,000	47,000
Accrued interest payable	2,000	2,000
Long-term obligations		
Due within one year	58,000	56,000
Due in more than one year	295,000	353,000
Total liabilities	<u>979,000</u>	<u>1,046,000</u>
Net position		
Net investment in capital assets	11,940,000	12,279,000
Restricted	124,000	62,000
Unrestricted	208,000	110,000
Total net position	<u>\$ 12,272,000</u>	<u>\$ 12,451,000</u>

## Business-Type Activities Statement of Activities

---

	Year ended September 30, 2023	Year ended September 30, 2022
Charges for services	\$ 960,000	\$ 871,000
Expenses		
Operating expenses	859,000	841,000
Total expenses	859,000	841,000
Operating income	101,000	30,000
Non operating items		
Capital grants and contributions	76,000	31,000
Transfers	(356,000)	(339,000)
	(280,000)	(308,000)
Change in net position	\$ (179,000)	\$ (278,000)



## Additional Financial Analysis Items

---

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>
City Wide Cash - Unrestricted	\$ 976,000	\$ 792,000	\$ 323,000	\$ 133,000
City Wide Expenses*	2,217,000	2,357,000	2,009,000	1,452,000
Months Reserve	5.28	4.03	1.93	1.10

\* Excluding pension related items

	<u>2022</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>
Proprietary Fund Cash - Unrestricted	\$ 141,000	\$ 51,000	\$ -	\$ -
Operating Revenues	960,000	871,000	855,000	729,000
Operating Expenses	(971,000)	(841,000)	(814,000)	(873,000)
Capital Contributions	76,000	31,000	-	-
Transfers to General Fund - Admin Charges (Payroll)	(356,000)	(339,000)	(295,000)	(338,000)
Total loss	<u>\$ (291,000)</u>	<u>\$ (278,000)</u>	<u>\$ (254,000)</u>	<u>\$ (482,000)</u>



**MITTAUER**  
**& ASSOCIATES, INC.**  
CONSULTING ENGINEERS &  
PROJECT FUNDING SPECIALISTS

**35** Years  
1989-2024  
ENGINEERING  
EXCELLENCE

580-1 WELLS ROAD  
ORANGE PARK, FL 32073  
PHONE: (904) 278-0030  
FAX: (904) 278-0840  
WWW.MITTAUER.COM

March 12, 2024

The Honorable Anagalys Vigo, Mayor  
City of Webster  
85 East Central Avenue  
Webster, FL 33597

RE: Proposal for Engineering Services  
Northside Sewer Replacement, Phase II  
City of Webster, Florida  
Mittauer & Associates, Inc. Project No. 1303-03-2

Dear Mayor Vigo:

We are pleased to present the following Proposal for Engineering Services to modify the plans and specifications of the Northside Sewer Replacement, Phase II project (former Mittauer & Associates, Inc. Project No. 1303-03-1) to allow Sumter County to fund, bid, and perform construction administration for the project. Mittauer & Associates, Inc., hereinafter referred to as the Engineer, proposes to provide engineering services as described in the Scope of Services to the City of Webster, the Client, for the fees stipulated hereafter.

#### **SCOPE OF SERVICES**

1. Modify plans and specifications to reflect Phase II scope of work and funding, bidding, and construction administration by Sumter County.
2. Renew FDEP wastewater construction permit (which has expired).
3. Prepare record drawings from Contractor's as-builts.

#### **ITEMS SPECIFICALLY EXCLUDED FROM ENGINEER'S SCOPE**

1. Bidding services (to be performed by Sumter County).
2. Printing of plans and specifications (to be performed by Sumter County). Engineer will provide electronic copy of plans and specifications for Sumter County's use.

3. Construction administration services (to be performed by Sumter County).
4. Resident observation services (to be performed by Sumter County).
5. FDEP Certification of Construction Completion (to be performed by Sumter County).
6. Sumter County Right-of-Way Permit (to be obtained by Sumter County).

**PURSUANT TO FLORIDA STATUTES, SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

#### **SCHEDULE OF FEES**

The Engineer shall bill hourly for services rendered at his standard hourly rates up to the not-to-exceed amount of **\$13,200**.

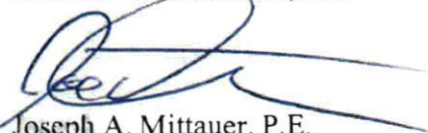
The Engineer shall make himself available to the Client at the Engineer's standard hourly rates for additional services as requested and changes in project scope of work.

Invoices for services in progress are prepared monthly and are due in accordance with Florida Statute 218, The Local Government Prompt Payment Act. Payments which are not received in accordance herewith are subject to late fees as outlined in the Act as well as collection fees and may cause the Engineer to stop work on the Client's projects. The fees listed above do not include state sales tax, federal sales tax, or value added tax (VAT), should it be required by law.

#### **ACCEPTANCE**

Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Client in the space provided below. One signed copy of the proposal returned to the Engineer shall serve as Notice to Proceed. Should this proposal not be accepted within a period of ten (10) days, it shall become null and void.

Sincerely,  
Mittauer & Associates, Inc.

  
Joseph A. Mittauer, P.E.  
President

JAM/TPN/pj

Accepted by  
City of Webster, Florida

By: \_\_\_\_\_

Date: \_\_\_\_\_





**MITTAUER**  
**& ASSOCIATES, INC.**  
CONSULTING ENGINEERS &  
PROJECT FUNDING SPECIALISTS

580-1 WELLS ROAD  
ORANGE PARK, FL 32073  
PHONE: (904) 278-0030  
FAX: (904) 278-0840  
WWW.MITTAUER.COM

## SCHEDULE OF HOURLY RATES

<u>POSITION</u>	<u>HOURLY RATE</u>
Principal .....	\$270
Senior Project Director .....	\$236
Senior Project Manager. ....	\$210
Project Manager .....	\$180
Senior Engineer. ....	\$168
Project Engineer .....	\$144
Project & Funding Specialist .....	\$108
Senior Engineering Designer .....	\$168
Senior Survey Technician. ....	\$144
Engineering Designer .....	\$120
CAD or Survey Technician. ....	\$96
Project Specialist. ....	\$114
Resident Field Representative - (part time) .....	\$120
Resident Field Representative - (full time). ....	\$108
Administrative Coordinator .....	\$78
Secretary .....	\$60
2-man Topo Survey Crew. ....	\$216

All rates are subject to periodic adjustment for personnel and administrative cost changes, effective October 1, 2022.



Primary Unit	Date Time Recieved	Complaint Type	Address	
JUSTIN WILSON, C141	01/29/2024 00:41:58	TRAFFIC STOP	N MARKET BLVD	7301
	01/29/2024 05:28:06	911 HANGUP	SE 1ST AVE	9201
DONOVAN REYNOLDS, 176	01/29/2024 06:15:01	EXTRA PATROL	447 NW 6TH AVE	2501
DONOVAN REYNOLDS, 176	01/29/2024 08:16:53	TRAFFIC STOP	773 NW 10TH AVE	7301
ROBERT HANSEN, X133	01/29/2024 08:17:30	TRAFFIC STOP	773 NW 10TH AVE	7301
ROBERT HANSEN, X133	01/29/2024 08:47:52	ACCIDENT	516 NW 3RD ST	7301
	01/29/2024 13:28:38	SICK/INJURED	9009 OAK ALLEY BLVD	6301
SHAWN DECKARD, B126	01/29/2024 16:25:19	CIVIL-SERV PAPER	302 NE 4TH ST	2201
ENMANUEL SURIEL, 218	01/29/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE	5602
WALTER PETERSON, 209	01/29/2024 21:18:41	TRAFFIC STOP	S MARKET BLVD	7301
JUSTIN ST CLAIR, 210	01/30/2024 06:15:01	EXTRA PATROL	447 NW 6TH AVE	8901
ENMANUEL SURIEL, 218	01/30/2024 19:51:21	FCIC/NCIC HIT	275 NE 4TH ST	8801
ENMANUEL SURIEL, 218	01/30/2024 20:31:36	TRAFFIC STOP	SE 1ST AVE	7301
ENMANUEL SURIEL, 218	01/30/2024 21:15:00	EXTRA PATROL	447 NW 6TH AVE	5602
ROBERT BAZATA, 240	01/31/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE	8901
ROBERTH MATA, K143	01/31/2024 10:43:07	THEFT	836 E CENTRAL AVE	6601
	01/31/2024 12:14:33	911 HANGUP	102 NE 4TH AVE	9201
MICHAEL LARGE, T173	01/31/2024 13:11:42	BATTERY	773 NW 10TH AVE	1801
JOHN ADAMS, C178	01/31/2024 16:24:41	INFORMATION	773 NW 10TH AVE	1102
TAYLOR VIEU, 232	01/31/2024 19:21:44	THEFT	178 SW 1ST AVE	6808
RACHEL MALESKE, 234	01/31/2024 20:30:50	SUSPICIOUS PERSON	638 NW 9TH AVE	6602
TAYLOR VIEU, 232	01/31/2024 21:15:00	EXTRA PATROL	447 NW 6TH AVE	8901
TAYLOR VIEU, 232	01/31/2024 21:44:21	INVESTIGATION FOLLOW	178 SW 1ST AVE	3801
JUSTIN ST CLAIR, 210	02/01/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE	8901
	02/01/2024 09:45:47	FIRE-UNKNOWN	9009 OAK ALLEY BLVD	9901
RACHEL MALESKE, 234	02/01/2024 12:39:21	DCF/ABUSE REG	773 NW 10TH AVE	4402
JUSTIN ST CLAIR, 210	02/01/2024 13:05:27	CITIZENS ASSIST	SE 1ST ST	2501
CHRISTOPHER MCPETERS, S55	02/01/2024 13:16:16	DCF/ABUSE REG	773 NW 10TH AVE	9901
MICHAEL LARGE, T173	02/01/2024 14:03:07	DCF/ABUSE REG	773 NW 10TH AVE	1102
ROBERTH MATA, K143	02/01/2024 14:35:00	TRAFFIC STOP	N MARKET BLVD	7301
MARISA CUMMINS, 224	02/01/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE	8901
MARISA CUMMINS, 224	02/01/2024 22:11:53	TRAFFIC STOP	N MARKET BLVD	7301
JUSTIN ST CLAIR, 210	02/02/2024 06:15:01	EXTRA PATROL	447 NW 6TH AVE	8901
SHAWN DECKARD, B126	02/02/2024 08:06:50	CIVIL-SERV PAPER	780 JODY LN	2201
SHAWN DECKARD, B126	02/02/2024 08:24:45	CIVIL-SERV PAPER	469 N MARKET BLVD	2201
DENNIS TURNER, 228	02/02/2024 13:11:05	INFORMATION	349 S MARKET BLVD	2501
	02/02/2024 14:01:32	REPOSSESSION	129 NW 2ND ST	7704
JUSTIN ST CLAIR, 210	02/02/2024 14:18:00	TRAFFIC ENFORCEMENT	349 S MARKET BLVD	7001
JUSTIN ST CLAIR, 210	02/02/2024 14:49:10	TRAFFIC STOP	349 S MARKET BLVD	7301
JUSTIN ST CLAIR, 210	02/02/2024 15:04:00	TRAFFIC STOP	349 S MARKET BLVD	7301
ENMANUEL SURIEL, 218	02/02/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE	5602
ENMANUEL SURIEL, 218	02/03/2024 01:34:30	DISTURBANCE-VERBAL	NW 8TH ST/ NW 6TH	6601
JUSTIN ST CLAIR, 210	02/03/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE	8901
ENMANUEL SURIEL, 218	02/03/2024 21:15:00	EXTRA PATROL	447 NW 6TH AVE	5602
WALTER PETERSON, 209	02/03/2024 21:38:51	TRAFFIC STOP	325 NW 8TH AVE	7203
JUSTIN ST CLAIR, 210	02/04/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE	8901
EDWARD HINDERHOFER, 158	02/04/2024 12:28:09	ACCIDENT	374 N MARKET BLVD	7102



ANTHONY LEE, 144	02/04/2024 12:34:04	DISTURBANCE DOMESTIC	3840 E C 478	3101
ENMANUEL SURIEL, 218	02/04/2024 21:15:00	EXTRA PATROL	447 NW 6TH AVE	5602
WALTER PETERSON, 209	02/04/2024 22:54:48	TRAFFIC STOP	SE 1ST AVE	7301
JOSEPH TRIA, 202	02/05/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE	5602
ROBERT HANSEN, X133	02/05/2024 07:49:57	TRAFFIC STOP	NW 1ST ST	7301
JOSEPH TRIA, 202	02/05/2024 09:23:29	VIN VERIFICATION	978 NW 4TH ST	7704
JOSEPH TRIA, 202	02/05/2024 09:42:24	ANIMAL COMPLAINT	SR 471	1601
JOSEPH TRIA, 202	02/05/2024 10:28:50	ANIMAL COMPLAINT	SR 471	1601
ROBERTH MATA, K143	02/05/2024 13:23:06	THEFT -IDENTITY	469 N MARKET BLVD	2501
STEVEN NEUMANN, 184	02/05/2024 19:29:20	BUILDING CHECK	447 NW 6TH AVE	5602
STEVEN NEUMANN, 184	02/05/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE	8901
AMANDA MARQUES, 245	02/06/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE	5602
ROBERT HANSEN, X133	02/06/2024 07:35:02	TRAFFIC ENFORCEMENT	349 S MARKET BLVD	7001
AMANDA MARQUES, 245	02/06/2024 08:04:18	SUSPICIOUS INCIDENT	871 NW 6TH ST	2501
ROBERT HANSEN, X133	02/06/2024 08:12:10	TRAFFIC ENFORCEMENT	773 NW 10TH AVE	7001
RACHEL MALESKE, 234	02/06/2024 12:33:10	DCF/ABUSE REG	236 NE 1ST AVE	1102
	02/06/2024 14:04:48	911 HANGUP	97 SE 2ND AVE	9201
	02/06/2024 14:09:48	911 HANGUP	102 NE 4TH AVE	9201
	02/06/2024 14:15:11	911 HANGUP	519 E CENTRAL AVE	9201
AMANDA MARQUES, 245	02/06/2024 14:17:34	911 HANGUP	102 NE 4TH AVE	9201
AMANDA MARQUES, 245	02/06/2024 14:29:45	ANIMAL COMPLAINT	332 NW 6TH AVE	1601
	02/06/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE	8901
MARISA CUMMINS, 224	02/06/2024 23:26:42	ANIMAL COMPLAINT	4735 CR 772	6101
JUSTIN ST CLAIR, 210	02/07/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE	8901
ERICA HILLMAN, 205	02/07/2024 09:10:16	INFORMATION	2085 CR 740	2501
JUSTIN ST CLAIR, 210	02/07/2024 10:23:47	ASSIST OTHER AGENCY	836 E CENTRAL AVE	6101
MICHAEL LARGE, T173	02/07/2024 10:33:23	BATTERY	773 NW 10TH AVE	1801
JUSTIN ST CLAIR, 210	02/07/2024 11:14:09	VIN VERIFICATION	41 NW 4TH AVE	7704
JUSTIN ST CLAIR, 210	02/07/2024 13:06:39	SUSPICIOUS PERSON	524 N MARKET BLVD	6602
	02/07/2024 13:07:38	SUSPICIOUS PERSON	524 N MARKET BLVD	2501
JUSTIN ST CLAIR, 210	02/07/2024 14:21:12	ALARM-COMRCL	486 NW 9TH AVE	1402
JOHN GUINANE, X121	02/07/2024 16:18:49	TRAFFIC ENFORCEMENT	773 NW 10TH AVE	7001
ENMANUEL SURIEL, 218	02/07/2024 18:24:43	INFORMATION	773 NW 10TH AVE	4402
WALTER PETERSON, 209	02/07/2024 18:45:42	TRAFFIC STOP	N MARKET BLVD	5403
EDWARD HINDERHOFER, 158	02/07/2024 20:18:28	TRAFFIC STOP	N MARKET BLVD	7301
ENMANUEL SURIEL, 218	02/07/2024 21:15:02	EXTRA PATROL	447 NW 6TH AVE	5602
	02/07/2024 23:21:59	SICK/INJURED	791 NW 4TH ST	6301
JUSTIN ST CLAIR, 210	02/08/2024 06:15:01	EXTRA PATROL	447 NW 6TH AVE	8901
JUSTIN ST CLAIR, 210	02/08/2024 07:19:44	TRAFFIC ENFORCEMENT	349 S MARKET BLVD	7001
JOHN ADAMS, C178	02/08/2024 13:34:19	ATTEMPT TO CONTACT	220 SW 1ST ST	7601
MICHAEL LARGE, T173	02/08/2024 13:56:30	INFORMATION	773 NW 10TH AVE	4401
JUSTIN ST CLAIR, 210	02/08/2024 14:26:10	TRAFFIC ENFORCEMENT	349 S MARKET BLVD	7001
	02/08/2024 17:58:51	911 HANGUP	87 SW 6TH ST	9201
	02/08/2024 18:24:30	911 HANGUP	102 NE 4TH AVE	9201
	02/08/2024 19:16:43	911 HANGUP	102 NE 4TH AVE	9201
TRENTON TUTEN, 257	02/08/2024 20:45:31	TRAFFIC STOP	N MARKET BLVD	7301
ENMANUEL SURIEL, 218	02/08/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE	5602
WALTER PETERSON, 209	02/08/2024 22:42:14	TRAFFIC STOP	469 N MARKET BLVD	5404



AMANDA MARQUES, 245	02/09/2024 06:15:01	EXTRA PATROL	447 NW 6TH AVE	8901
	02/09/2024 07:27:59	911 HANGUP	97 SE 2ND AVE	9201
SHAWN DECKARD, B126	02/09/2024 15:22:06	CIVIL-SERV PAPER	773 NW 4TH ST	2201
SHAWN DECKARD, B126	02/09/2024 16:32:11	CIVIL-SERV PAPER	773 NW 4TH ST	2201
	02/09/2024 18:59:35	TRESPASSING	255 SE 3RD ST	2501
SHANNON VOSS, K124	02/09/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE	8901
AMANDA MARQUES, 245	02/10/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE	5602
AMANDA MARQUES, 245	02/10/2024 07:10:40	TRAFFIC STOP	N MARKET BLVD	7301
WALTER PETERSON, 209	02/10/2024 19:12:57	DISTURBANCE-NOISE	W CENTRAL AVE	2901
ROBERTH MATA, K143	02/10/2024 19:51:14	SUSPICIOUS PERSON	SE 1ST AVE	6601
WALTER PETERSON, 209	02/10/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE	5602
AMANDA MARQUES, 245	02/11/2024 06:15:01	EXTRA PATROL	447 NW 6TH AVE	5602
KAYLA CRAMER, 208	02/11/2024 17:50:21	ACCIDENT/OBSTRUCTION	523 NW 9TH AVE	7107
KAYLA CRAMER, 208	02/11/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE	5602
JEAN SILVA, X146	02/12/2024 05:53:20	ACCIDENT/OBSTRUCTION	NW 4TH AVE	7102
	02/12/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE	8901
JUSTIN ST CLAIR, 210	02/12/2024 06:56:50	EXTRA PATROL	447 NW 6TH AVE	8901
DONOVAN REYNOLDS, 176	02/12/2024 07:59:09	CRIMINAL MISCHIEF	85 E CENTRAL AVE	2701
	02/12/2024 10:20:51	SICK/INJURED	524 N MARKET BLVD	6301
	02/12/2024 12:17:32	SICK/INJURED	524 N MARKET BLVD	6301
	02/12/2024 13:09:52	911 HANGUP	423 NW 1ST ST	9201
	02/12/2024 13:52:42	SICK/INJURED	524 N MARKET BLVD	6301
JUSTIN ST CLAIR, 210	02/12/2024 14:26:21	TRAFFIC ENFORCEMENT	349 S MARKET BLVD	7001
RONNIE MURCHINSON, 225	02/12/2024 15:32:04	TRAFFIC STOP	S MARKET BLVD	7301
SHAWN DECKARD, B126	02/12/2024 16:22:40	CIVIL-SERV PAPER	773 NW 4TH ST	2201
ROBERT VACHON, 246	02/12/2024 17:42:55	ALARM-COMRCL	329 N MARKET BLVD	1402
WALTER PETERSON, 209	02/12/2024 21:15:00	EXTRA PATROL	447 NW 6TH AVE	8901
KENNETH ZIMMERMAN, 242	02/13/2024 05:35:38	HARASS PX	233 SW 1ST ST	6701
DONOVAN REYNOLDS, 176	02/13/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE	2501
DONOVAN REYNOLDS, 176	02/13/2024 07:57:51	INFORMATION	7610 SR 471	2501
RONNIE MURCHINSON, 225	02/13/2024 10:31:30	CITIZENS ASSIST	4309 CR 772	2501
KENNETH ZIMMERMAN, 242	02/13/2024 11:27:47	FIRE-STRUCTURE	144 SE 1ST ST	6101
MICHAEL LARGE, T173	02/13/2024 15:32:33	INFORMATION	773 NW 10TH AVE	2501
	02/13/2024 16:31:47	911 MISDIAL	773 NW 10TH AVE	9201
WALTER PETERSON, 209	02/13/2024 17:01:39	TRAFFIC STOP	SE 1ST AVE	7301
DONOVAN REYNOLDS, 176	02/13/2024 18:37:35	INFORMATION	85 E CENTRAL AVE	3801
DANIEL FLOYD, 229	02/13/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE	5602
	02/14/2024 06:13:02	911 HANGUP	96 SW 1ST ST	9201
AMANDA MARQUES, 245	02/14/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE	5602
	02/14/2024 10:24:04	INFORMATION	188 NE 2ND AVE	2501
	02/14/2024 10:31:44	INFORMATION	188 NE 2ND AVE	2501
AMANDA MARQUES, 245	02/14/2024 12:15:28	ATC -WELFARE CHECK	290 SW 1ST AVE	2501
AMANDA MARQUES, 245	02/14/2024 16:02:54	ALARM-COMRCL	486 NW 9TH AVE	1402
SHAWN WHITE, 244	02/14/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE	8901
AMANDA MARQUES, 245	02/15/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE	5602
AMANDA MARQUES, 245	02/15/2024 07:58:06	ATC -WELFARE CHECK	990 CR 722	2501
AMANDA MARQUES, 245	02/15/2024 12:07:38	FIRE-STRUCTURE	673 NW 10TH AVE	9901
MICHAEL LARGE, T173	02/15/2024 16:24:15	ATTEMPT TO CONTACT	654 NW 6TH AVE	2501



MARISA CUMMINS, 224	02/15/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE	8901
MARISA CUMMINS, 224	02/15/2024 21:35:48	JUVENILE	1010 E CENTRAL AVE 11	7101
DONOVAN REYNOLDS, 176	02/16/2024 06:15:01	EXTRA PATROL	447 NW 6TH AVE	2501
ROBERT HANSEN, X133	02/16/2024 07:23:15	TRAFFIC ENFORCEMENT	349 S MARKET BLVD	7001
ROBERT HANSEN, X133	02/16/2024 07:47:21	TRAFFIC STOP	N MARKET BLVD	7301
ROBERT HANSEN, X133	02/16/2024 07:57:03	TRAFFIC STOP	N MARKET BLVD	7203
ROBERT HANSEN, X133	02/16/2024 08:09:55	TRAFFIC STOP	N MARKET BLVD	7301
MICHAEL LARGE, T173	02/16/2024 08:37:16	INFORMATION	773 NW 10TH AVE	2501
DONOVAN REYNOLDS, 176	02/16/2024 15:40:25	CRIMINAL MISCHIEF	85 E CENTRAL AVE	6601
ENMANUEL SURIEL, 218	02/16/2024 21:15:00	EXTRA PATROL	447 NW 6TH AVE	5602
DONOVAN REYNOLDS, 176	02/17/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE	2501
JEAN SILVA, X146	02/17/2024 08:29:35	INVESTIGATION FOLLOW	233 SE 1ST ST	2501
	02/17/2024 19:42:04	SICK/INJURED	256 NE 1ST ST	6301
	02/17/2024 19:49:33	SICK/INJURED	256 NE 1ST ST	6301
ENMANUEL SURIEL, 218	02/17/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE	5602
DONOVAN REYNOLDS, 176	02/18/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE	2501
DONOVAN REYNOLDS, 176	02/18/2024 14:03:28	MISSING PERSON	SR 471	5202
ANTHONY LEE, 144	02/18/2024 15:07:07	SUSPICIOUS VEH	SR 50	6603
WALTER PETERSON, 209	02/18/2024 19:11:01	TRAFFIC STOP	N MARKET BLVD	7301
WALTER PETERSON, 209	02/18/2024 20:31:34	THEFT	374 N MARKET BLVD	2501
ENMANUEL SURIEL, 218	02/18/2024 21:15:02	EXTRA PATROL	447 NW 6TH AVE	5602
WALTER PETERSON, 209	02/18/2024 21:59:39	TRAFFIC STOP	S MARKET BLVD	7301
AMANDA MARQUES, 245	02/19/2024 06:15:01	EXTRA PATROL	447 NW 6TH AVE	5602
CARL DUNLAP, B154	02/19/2024 09:35:47	CIVIL-SERV PAPER	710 NW 4TH ST	2201
	02/19/2024 13:10:02	911 MISDIAL	102 NE 4TH AVE	9201
SHAWN DECKARD, B126	02/19/2024 16:42:48	CIVIL-SERV PAPER	469 N MARKET BLVD	2201
MARISA CUMMINS, 224	02/19/2024 21:15:00	EXTRA PATROL	447 NW 6TH AVE	8901
MARISA CUMMINS, 224	02/20/2024 00:20:17	ACCIDENT/OBSTRUCTION	S MARKET BLVD	7102
AMANDA MARQUES, 245	02/20/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE	5602
	02/20/2024 11:28:22	911 MISDIAL	349 S MARKET BLVD	9201
AMANDA MARQUES, 245	02/20/2024 15:36:45	FIRE-UNKNOWN	773 NW 10TH AVE	3702
	02/20/2024 17:42:31	INFORMATION	650 NW 3RD ST	9901
MARISA CUMMINS, 224	02/20/2024 21:15:00	EXTRA PATROL	447 NW 6TH AVE	8901
	02/20/2024 23:21:34	911 HANGUP	673 NW 10TH AVE	9901
KENNETH ZIMMERMAN, 242	02/21/2024 06:15:01	EXTRA PATROL	447 NW 6TH AVE	5602
	02/21/2024 07:00:50	SICK/INJURED	174 S MARKET BLVD	6301
ROBERT HANSEN, X133	02/21/2024 08:28:01	TRAFFIC ENFORCEMENT	773 NW 10TH AVE	7001
WILLIAM LAMB, K102	02/21/2024 08:54:34	DCF/ABUSE REG	349 S MARKET BLVD	6101
SHAWN DECKARD, B126	02/21/2024 09:26:12	CIVIL-SERV PAPER	3840 E C 478	2201
	02/21/2024 10:11:14	911 MISDIAL	7478 SR 471	9201
SHAWN DECKARD, B126	02/21/2024 10:30:40	CIVIL-SERV PAPER	735 NW 6TH ST	2201
WILLIAM LAMB, K102	02/21/2024 13:47:51	INFORMATION	349 S MARKET BLVD	4402
	02/21/2024 15:35:38	SICK/INJURED	650 NW 3RD ST	6301
TAMMY LOGGINS, A82	02/21/2024 20:04:31	JUVENILE	1010 E CENTRAL AVE 11	2501
ENMANUEL SURIEL, 218	02/21/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE	5602
	02/22/2024 00:52:31	SICK/INJURED	10539 CR 727	6301
	02/22/2024 01:03:11	SUSPICIOUS INCIDENT	102 NE 4TH AVE	2501
	02/22/2024 02:14:41	SICK/INJURED	2828 C 478A	6301



KENNETH ZIMMERMAN, 242	02/22/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE	5602
ROBERT HANSEN, X133	02/22/2024 10:36:47	TRAFFIC STOP	349 S MARKET BLVD	7301
ENMANUEL SURIEL, 218	02/22/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE	5602
ENMANUEL SURIEL, 218	02/23/2024 01:34:49	TRAFFIC STOP	N MARKET BLVD	7301
AMANDA MARQUES, 245	02/23/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE	5602
AMANDA MARQUES, 245	02/23/2024 10:30:27	EXTRA PATROL	650 NW 3RD ST	8901
MICHAEL LARGE, T173	02/23/2024 11:08:50	INFORMATION	773 NW 10TH AVE	4401
	02/23/2024 15:21:24	911 HANGUP	SOUTH GRADE RD	9201
MICHAEL LARGE, T173	02/23/2024 16:26:55	INFORMATION	773 NW 10TH AVE	4401
MARISA CUMMINS, 224	02/23/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE	8901
CHANCE ROSA, Z186	02/23/2024 22:29:23	SUSPICIOUS PERSON	E CENTRAL AVE	8801
MARISA CUMMINS, 224	02/23/2024 23:17:12	DISTURBANCE-NOISE	NE 9TH ST	3102
MARISA CUMMINS, 224	02/24/2024 00:52:07	EXTRA PATROL	650 NW 3RD ST	8901
MARISA CUMMINS, 224	02/24/2024 03:18:43	EXTRA PATROL	85 E CENTRAL AVE	8901
AMANDA MARQUES, 245	02/24/2024 06:15:01	EXTRA PATROL	447 NW 6TH AVE	5602
AMANDA MARQUES, 245	02/24/2024 10:00:54	EXTRA PATROL	650 NW 3RD ST	8901
NICHOLAS HOSKEY, 236	02/24/2024 19:51:51	CITIZENS ASSIST	CENTER GRADE RD	2501
RACHEL MALESKE, 234	02/24/2024 20:42:35	TRAFFIC STOP	NW 4TH AVE	7301
	02/24/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE	8901
TAYLOR VIEU, 232	02/25/2024 01:56:09	SUSPICIOUS PERSON	E CENTRAL AVE	6602
TAYLOR VIEU, 232	02/25/2024 02:32:44	INVESTIGATION FOLLOW	317 NW 2ND ST	2501
ARI SALMINEN, 222	02/25/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE	8901
ROBERTH MATA, K143	02/25/2024 11:48:43	EXTRA PATROL	650 NW 3RD ST	8901
ROBERTH MATA, K143	02/25/2024 14:25:24	TRAFFIC STOP	NE 9TH ST	7301
ROBERTH MATA, K143	02/25/2024 16:04:16	DISTURBANCE-UNK	1010 E CENTRAL AVE	3101
	02/25/2024 20:38:51	EXTRA PATROL	658 E CENTRAL AVE	9901
STEVEN NEUMANN, 184	02/25/2024 20:40:16	EXTRA PATROL	447 NW 6TH AVE	5602
STEVEN NEUMANN, 184	02/25/2024 21:15:00	EXTRA PATROL	447 NW 6TH AVE	5602
KENNETH ZIMMERMAN, 242	02/26/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE	5602
	02/26/2024 10:05:35	911 HANGUP	524 N MARKET BLVD	9201
	02/26/2024 10:08:34	911 HANGUP	524 N MARKET BLVD	9201
KENNETH ZIMMERMAN, 242	02/26/2024 10:50:41	SUSPICIOUS PERSON	349 S MARKET BLVD	2501
MICHAEL LARGE, T173	02/26/2024 13:56:58	MENTAL PATIENT	773 NW 10TH AVE	5101
MICHAEL LARGE, T173	02/26/2024 16:15:15	INFORMATION	773 NW 10TH AVE	4401
SHAWN DECKARD, B126	02/26/2024 16:39:34	CIVIL-SERV PAPER	673 NW 4TH ST	2201
ENMANUEL SURIEL, 218	02/26/2024 18:17:53	ARMED & DANGEROUS	36 NW 3RD AVE	6601
CONOR GARRITY, K115	02/26/2024 20:33:31	CRIMINAL MISCHIEF	811 NW 3RD ST	4401
ENMANUEL SURIEL, 218	02/26/2024 21:15:00	EXTRA PATROL	447 NW 6TH AVE	8901
	02/26/2024 22:07:59	SICK/INJURED	516 NW 3RD ST	6301
ENMANUEL SURIEL, 218	02/26/2024 23:40:07	ALARM-COMRCL	7743 SR 471	1402
ENMANUEL SURIEL, 218	02/27/2024 01:25:21	SUSPICIOUS INCIDENT	811 NW 3RD ST	6601
KENNETH ZIMMERMAN, 242	02/27/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE	5602

# CURRENT CODE COMPLIANCE CASES

Number	Tag	Location	Status	Status Code	Initiated By	Initiated Date
CE-23-05099	Q31D024 Sowinski	854 OAK AVE, WEBSTER, FL 33597	FOF	OPEN	Emily.Estep	2023-03-28 09:13 AM
CE-23-11733	N36B104 GAVIN	871 NW 6TH ST, WEBSTER, FL 33597	FOF	OPEN	Emily.Estep	2023-07-12 09:28 AM
CE-23-11878	N36D001 GIFFORD	NW 4TH AVE, WEBSTER, FL 33597	FOF	OPEN	Emily.Estep	2023-07-14 09:52 AM
CE-23-11879	N36D003 GIFFORD	NW 4TH AVE, WEBSTER, FL 33597	FOF	OPEN	Emily.Estep	2023-07-14 09:55 AM
CE-23-18134	T06A050 SALTO	Vacant Lot @ SE 3RD ST, WEBSTER, FL 33597	FOF	OPEN	Emily.Estep	2023-10-31 01:17 AM
CE-23-18237	N36-046 BRONSON	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	FOF	OPEN	jared.oberholtzer	2023-12-12 04:34 AM
CE-23-20374	N36D006 Stewart	85 NW 4TH AVE, Webster, FL	FOF	OPEN	jared.oberholtzer	2023-12-15 09:12 AM
CE-23-20662	N36B110 Rivera	814 NW 5TH ST, WEBSTER, FL 33597	RFH	OPEN	Ashley.Evans	2023-12-21 10:12 AM
CE-24-01165	Q30-009 Hernandez	8243 SR 471, Webster, FL	NOV	OPEN	jared.oberholtzer	2024-01-24 10:30 AM
CE-24-03157	Q31C109 Talavera & Arenas Reyes	144 NE 1ST AVE, Webster, FL	CNV	OPEN	jared.oberholtzer	2024-02-29 01:08 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.

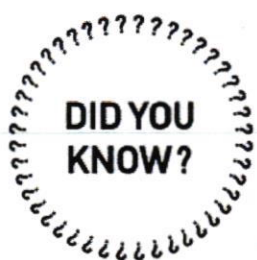
### Personnel

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

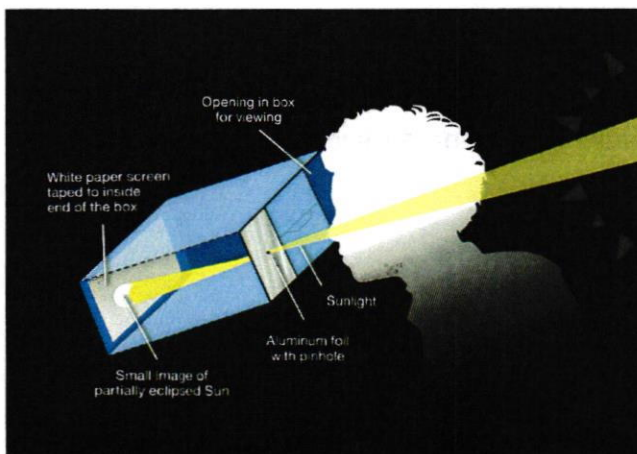
### Important Dates:

04/15 Utility Payment Deadline to prevent late fees  
04/18 6pm City Council Meeting  
City Hall  
04/22 Utility Turn-off Deadline for non-payment



What's 10,000 miles long, will take 100 minutes and will repeat in 2044?

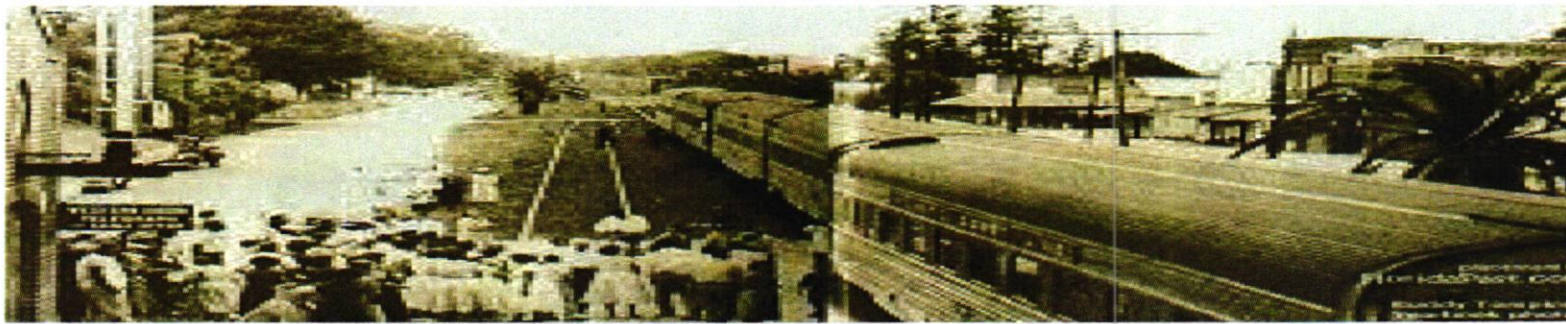
**A SOLAR ECLIPSE**



On April 8, 2024, a total solar eclipse will cross North America, passing over Mexico, the United States, and Canada. A total solar eclipse happens when the Moon passes between the Sun and Earth, completely blocking the face of the Sun. The sky will darken as if it were dawn or dusk.

Safety is the number one priority when viewing a total solar eclipse. Be sure you're familiar with when you need to wear specialized eye protection designed for solar viewing.





## Operational Activities—Administration

On-line payment processing—96

New Accounts—15

Late Fee Assessments—116

Notaries—10

Faxes—9

Locates—24

Work Orders closed—139

Container Permit Renewals—0

Follow-up on existing Code Enforcement Cases—3

Code Enforcement Foreclosures—0

Checks Processed for Payments—43

Utility Batches/Balancing—31

In office Payment Processing—389

Closed Accounts—5

Turn-offs—39

Copy Requests—9

New Account Impact Fees—6

Work orders created—147

Business License Processed—49

New Code Enforcement Cases—0

Code Enforcement Liens—0

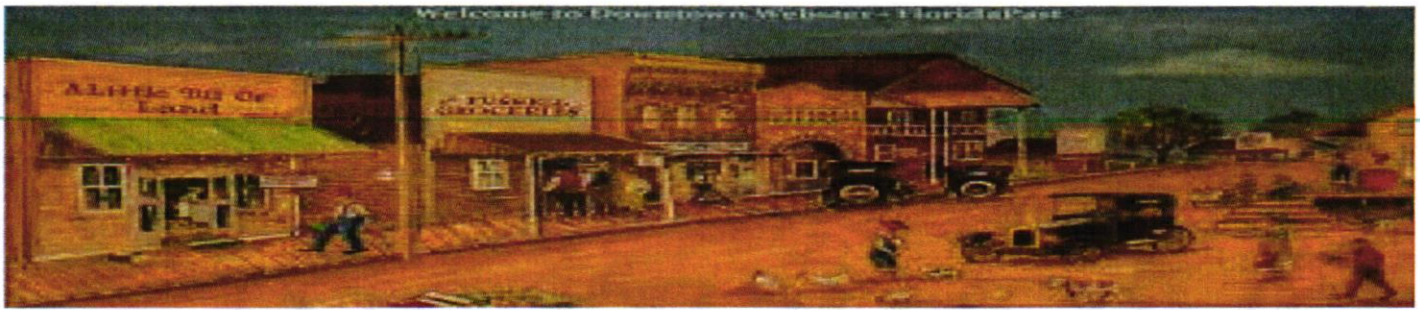
Public Records Request—4

Purchase Orders—33

Community Hall Rental—2

- Entered Meter Reads and processed utility bills for 518 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 minutes 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
- Begin working on employee evaluations
- Additional Neptune training for meter reads and reporting





## Operational Activities—Public Works

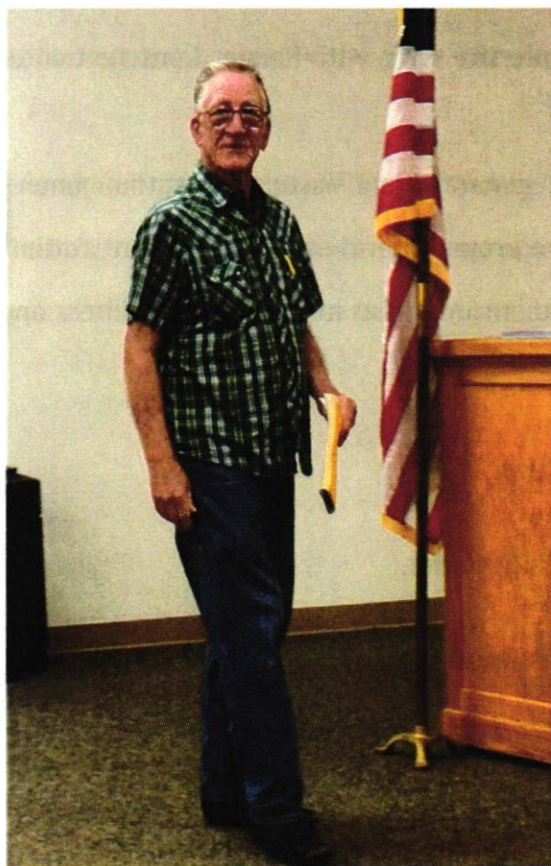
Work orders processed—147  
 Utility turn-off —39  
 Utility account turn-on—42  
 Locates—24  
 Other—42

- 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.
- Picked up valve cans and meter boxes from Core and Main. For trial project.
- Repaired broken water service line across from Elementary School.
- SERCAP conducted weeklong smoke testing of sewer system to locate areas of needed repair. Over 70 sewer clean outs were found and identified as needing repair. This will ensure no rainwater or debris enters the sewer system.
- Worked with Deanna to complete information for CDBG Grant water meter change out.
- Weedeated drainage ditches on NE 4th Ave.
- Began edging the walking track at Sam Harris Park to remove overgrown grass.
- Old bathroom in Public Works main storage building was removed. New storage shelves were built using materials on hand.
- Items have been sorted by department and placed on shelves making it easier to locate and make better use of space.
- Noted damage due to vandalism on East Central Ave.
- Installed meters for new services for Home In Partnership/Live Oak Subdivision.
- Met with market manager to discuss water line questions.
- Checked three different grinder pumps in NW section of town. One was repaired with a spare pump. One had a new pump installed. One is awaiting approval from the owner to repair.
- Utility Repair Experts relocated three water service lines for Ranger Construction for trail project. URE did work as a sub-contractor for Ranger and was paid by Ranger.
- Water service line break at Webster Apartments. Break was repaired and customer put back in service.
- Pump #1 at the Master lift station is out of service. Pulled pump and sent it out to Barney Pump for repairs.
- Met with Tim Norman about CDBG Grant for Master Lift Station.
- Replaced curb stop, meter and back flow on NW 4th Ave. Parts were old and leaking.
- Called Hawkins to request chemicals at North Well be filled.
- Used bucket truck to remove dead tree from Right of Way near East Central Ave and SE 5th St.



# in Memoriam

## Bobby Yost



Bobby was a dedicated Webster citizen. He was always doing things to make Webster a better place to live and work. Bobby was a Public Works employee, served on several task forces, was a Council Member and the Mayor.

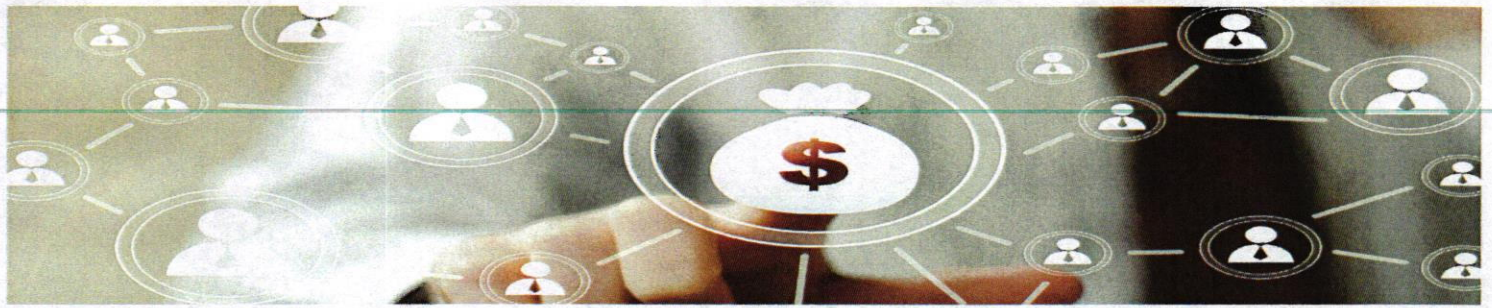
May the blessings of a good life lived follow you into heaven.

Your footsteps can never be filled, nor your love ever forgotten. May God bless you and give you a new home in heaven. You will be missed by all who knew and loved you.

*"Goodbyes are not forever,  
Goodbyes are not the end.  
They simply mean I'll miss you,  
Until we meet again."*



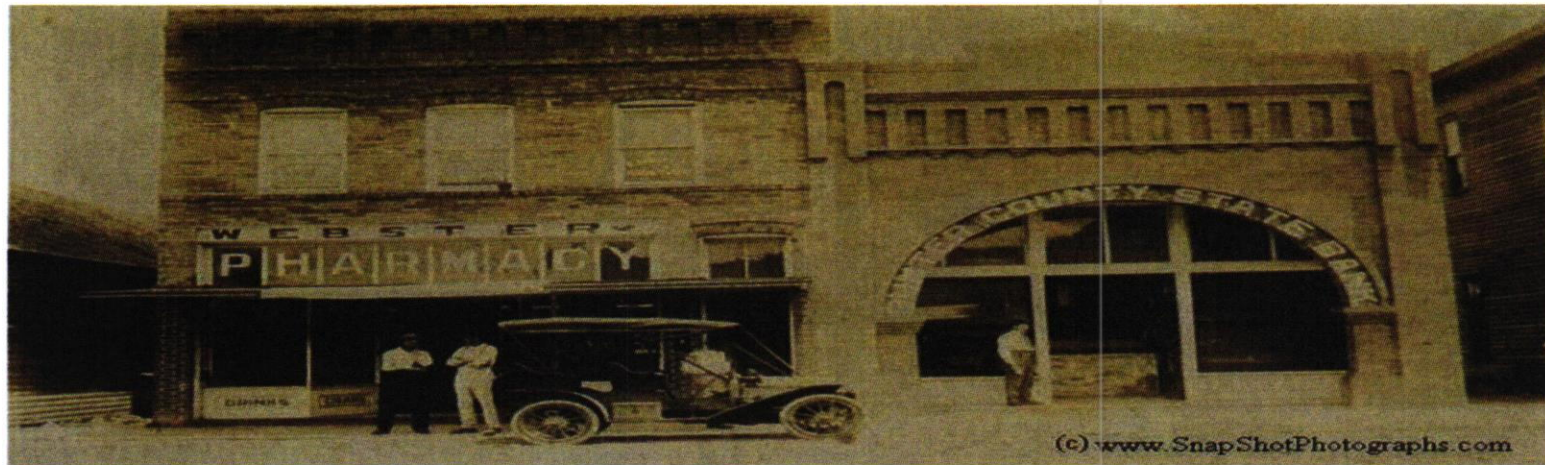




## REVENUE AND LOSS 2024

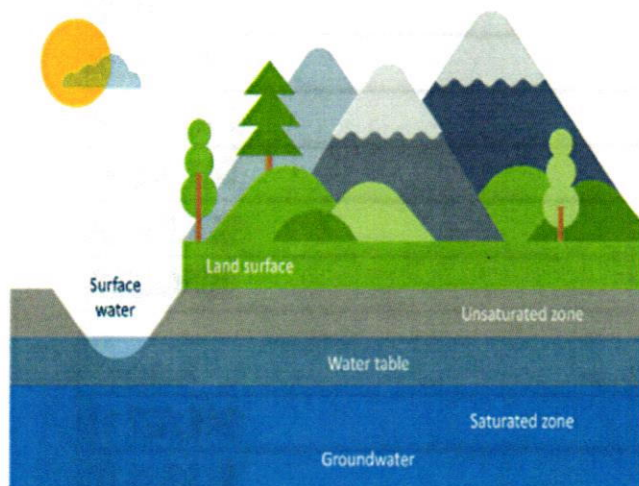
FUND	REVENUE	February
101	GENERAL FUND	\$79,299.13
104	TRANSPORTATION	\$3,647.85
105	CDBG GRANT	\$0.00
430	WATER	\$38,196.54
440	GARBAGE	\$18,674.78
450	SEWER	\$47,202.86
460	IMPACT FEES	\$27,000.00
	<b>TOTAL REVENUE</b>	<b>\$214,021.16</b>
	<b>EXPENSE</b>	
101-1011	GENERAL FUND-ADMIN	\$45,827.15
101-2021	GENERAL FUND-SCSO	\$13,923.01
101-7072	GENERAL FUND-PUBLIC WORKS	-\$27,967.69
104	TRANSPORTATION	\$4,581.90
105	CDBG GRANT	-\$2.00
430	WATER	\$32,074.77
440	GARBAGE	\$27,016.46
450	SEWER	\$69,040.62
460	IMPACT FEES	\$18.42
	<b>TOTAL EXPENSE</b>	<b>\$164,494.22</b>
	<b>REVENUE/LOSS</b>	<b>\$49,526.94</b>





## Drinking Water Sources

Where do freshwater supplies come from?



### Surface water

- 💧 Supplies 64% of public water systems
- 💧 Comes from rain and snow
- 💧 Accumulates in rivers, streams, and lakes
- 💧 Piped and pumped to water treatment centers

### Groundwater

- 💧 Supplies 36% of public water systems
- 💧 Comes from rain and snow
- 💧 Seeps into the ground and is then stored in natural aquifers
- 💧 Must be accessed at a natural spring or pumped out of the ground with a well

sources: [chargerwater.com](http://chargerwater.com) [dep.pa.gov](http://dep.pa.gov) [epa.gov](http://epa.gov)





**ORDINANCE NO. 2024-06**

**AN ORDINANCE OF THE CITY OF WEBSTER, FLORIDA, ANNEXING BY VOLUNTARY PETITION CERTAIN REAL PROPERTY TAX IDENTIFICATION PARCEL NUMBERS T06-050 and T06-070 LOCATED CONTIGUOUS TO THE CITY OF WEBSTER IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, *FLORIDA STATUTES*, TOGETHER WITH ASSOCIATED RIGHTS-OF-WAYS; REDEFINING THE BOUNDARIES OF THE CITY OF WEBSTER TO INCLUDE SAID PROPERTY; AMENDING THE BOUNDARIES OF THE CITY IN ACCORDANCE WITH THE PROVISIONS OF SECTION 166.031, *FLORIDA STATUTES*; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; DIRECTING THE CITY CLERK TO RECORD THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT, WITH THE CHIEF ADMINISTRATIVE OFFICE OF SUMTER COUNTY AND WITH THE DEPARTMENT OF STATE; PROVIDING FOR LEGAL DESCRIPTION AND A MAP AND PROVIDING FOR THE INCORPORATION OF THAT EXHIBIT; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND THE TAKING OF ADMINISTRATIVE ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Richard M. Fentzalf, applied for annexation of property into the City of Webster and is hereby determined to be the fee simple title owner of the real property described below; and

**WHEREAS**, the said applicant petitioned the City of Webster, pursuant to Section 171.044, *Florida Statutes*, for annexation of said property into the municipal limits of the City of Webster; and

**WHEREAS**, the applicant is the fee simple title owner of all of said property being described by Tax Identification Parcel Numbers as follows:

<b>Tax Identification Parcel Number</b>	<b>Owner</b>
<b>T06-050 and T06-070</b>	<b>Richard M. Fentzalf</b>



**WHEREAS**, the City Council, upon the recommendation of City staff and the City Attorney, has determined that all of the property which is proposed to be annexed into the City of Webster is within an unincorporated area of Sumter County, is reasonably compact and it is further determined that the annexation of said property will not result in the creation of any enclave (and, indeed, logically fills in the City Limits of the City and is consistent with sound principles and practices relating to the delineating of jurisdictional boundaries thereby furthering sound management in terms of the provision of public facilities and services as well as sound land use planning), and it is further determined that the property otherwise fully complies with the requirements of State law and has, further, determined that associated rights-of-way should be annexed hereby; and

**WHEREAS**, the City Council of the City of Webster, Florida has taken all actions in accordance with the requirements and procedures mandated by State law; and

**WHEREAS**, the City Council of the City of Webster, Florida hereby determines that it is to the advantage of the City of Webster and in the best interests of the citizens of the City of Webster to annex the aforescribed property; and

**WHEREAS**, the provisions of Section 166.031(3), *Florida Statutes*, provide that [a] municipality may, by ordinance and without referendum, redefine its boundaries to include only those lands previously annexed and shall file said redefinition with the Department of State pursuant to the provisions of subsection (2); and

**WHEREAS**, the provisions of Section 171.091, *Florida Statutes*, provide as follows:

*Recording.*—Any change in the municipal boundaries through annexation or contraction shall revise the charter boundary article and shall be filed as

a revision of the charter with the Department of State within 30 days. A copy of such revision must be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

**WHEREAS**, the map and the legal description attached hereto as Exhibit "A" shows, describes, and depicts the property and associated rights-of-ways which are hereby annexed into the City of Webster said Exhibit being incorporated into the substantive provisions of this Ordinance as if fully set forth herein verbatim.

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

**SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS/ANNEXATION OF PROPERTIES.**

(a). The recitals set forth above in the "whereas clauses" are hereby adopted as legislative findings of the City Council of the City of Webster.

(b). The property that is the subject of this Ordinance consists of the following parcel of land assigned the Tax Identification Parcel Number set forth above and being specifically described as set forth below, together with all abutting right-of-way if any such rights-of-ways are not currently located within the City Limits of the City, said property being situated in Sumter County, Florida, and said property is hereby annexed into and are hereby made a part of the City of Webster, Florida pursuant to the voluntary annexation provisions of Section 171.044, *Florida Statutes*:

**LEGAL DESCRIPTION**

All the above lands and real property being located in Sumter County, Florida. (See Exhibit "A").

(c). The property owner of the annexed property fully understands that all of the costs of routing and installing all utility services to the annexed property that may



result and be incurred and the obligation to pay any and all applicable fees in any way relating to connection to, and provision of services by, the City's utility systems shall be borne totally by the property owner.

(d). Under the authority of Section 166.031 (3), *Florida Statutes*, relating to city charter amendments, "[a] municipality may amend its charter pursuant to this section notwithstanding any charter provisions to the contrary. A municipality may, by ordinance and without referendum, redefine its boundaries to include only those lands previously annexed and shall file said redefinition with the Department of State." This Ordinance shall amend the boundaries of the City to include the property annexed in this Ordinance and all previously annexed properties.

## **SECTION 2. EFFECT OF ANNEXATION.**

Upon this Ordinance becoming effective, the property owner of the said property shall be entitled to all the rights and privileges and immunities as are from time-to-time granted to property owner of the City of Webster, Florida as further provided in Chapter 171, *Florida Statutes*, and shall further be subject to the responsibilities of ownership as may from time-to-time be determined by the governing authority of the City of Webster, Florida and the provisions of said Chapter 171, *Florida Statutes*.

## **SECTION 3. ADMINISTRATIVE ACTIONS.**

(a). Within 7 days of the adoption of this Ordinance, the City Clerk shall file a copy of said Ordinance with the Clerk of the Court (Land Records/Recording), with the Chief Administrative Officer of Sumter County (the County Manager), with the Florida Department of State, and with such other agencies and entities as may be required by law or otherwise desirable.

(b). The City Clerk shall ensure that the property annexed by this Ordinance is

incorporated into the *City of Webster Comprehensive Plan* and the Official Zoning Map of the City of Webster in an expeditious manner and, in accordance with, and pursuant to, the provisions of Under the authority of Section 166.031 (3), *Florida Statutes*, the City Clerk shall amend the boundaries of the City to include the property annexed in this Ordinance and all previously annexed properties in all maps and geographical data relating to the City Limits said properties to include, but not be limited to, annexed rights-of-way and natural features.

#### **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 to be invalid, unlawful, or unconstitutional.

#### **SECTION 6. CODIFICATION.**

The provisions of this Ordinance shall not be codified, but the annexed property shall be incorporated and included in all appropriate maps of the City Limits of the City of Webster by the City Clerk who is hereby directed to take any and all appropriate actions relative to the land use planning documents of the City pertaining to the property annexed pursuant to this Ordinance.

#### **SECTION 7. EFFECTIVE DATE.**

This Ordinance shall take effect immediately upon passage and adoption.



**PASSED AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 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

T06-050

BEGIN 360 FEET SOUTH AND 300 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA;  
THENCE RUN SOUTH 300 FEET, THENCE EAST 75 FEET, THENCE NORTH 300 FEET; THENCE WEST 75 FEET  
TO THE POINT OF BEGINNING.



T06-070

BEGIN 360 FEET SOUTH AND 375 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 6, TOWNSHIP 22 SOUTH, SOUTH 300 FEET, THENCE RUN EAST 381 FEET; THENCE RUN NORTH 300 FEET; THENCE WEST 381 FEET TO THE POINT OF BEGINNING. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGREE OVER AND ACROSS THE SOUTH 30 FEET OF THE NORTH 360 FEET OF THE WEST 405 FEET OF THE SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SAID SECITON 6, LESS RIGHT-OF-WAY FOR COUNTY ROAD 723 ACROSS THE WEST SIDE THEREOF. SUBJECT IN OFFICIAL RECORD BOOK, 812, PAGE 57 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.









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

December 27, 2023

Bradley Arnold  
Sumter County Administrator  
7375 Powell Road  
Wildwood, FL 34785

Re: Annexation of Parcels T06-050 and T06-070

Mr. Arnold:

The City is in receipt of a voluntary annexation application for the above parcels. Parcels T06-050 and T06-070 are approximately 4 acres.

I have attached a copy of the application, location map, and boundary map for your records.

Pursuant to Florida Statutes 171.004(6), please accept this letter as notification of the City's intent to annex the property.

Regards

Amy Flood  
City Clerk  
City of Webster  
352-797-2073



**PETITION FOR VOLUNTARY ANNEXATION**  
(Sec. 171.044, Florida Statutes)

**TO: THE WEBSTER CITY COMMISSION**  
City of Webster  
State of Florida

**Come now the Owner or Legal Representative whose name(s) appear below:**

Richard Fentzlaff

**being all the owner(s) of the following described properties:**

**PARCEL 1**

**I.D. No.:** T06-050

**Legal Description:** Begin 360 feet South and 300 feet East of the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 6, Township 22 South, Range 23 East, Sumter County, Florida; thence run South 300 feet; thence run East 75 feet; thence run North 300 feet; thence run West 75 feet to the Point of Beginning.

**PARCEL 2**

**I.D. No.:** T06-070

**Legal Description:** Begin 360 feet South and 375 feet East of the Northwest corner of the SE 1/4 of the SE 1/4, Section 6, Township 22 South, Range 23 East, Sumter County, Florida; thence run South 300 feet; thence run East 381 feet; thence run North 300 feet; thence run West 381 feet to the Point of Beginning. TOGETHER WITH an easement for ingress and egress over and across the South 30 feet of the North 360 feet of the West 405.00 feet of the SE 1/4 of the SE 1/4 of said Section 6, LESS right of way for County Road No. 723 across the West side thereof. SUBJECT TO the prescriptive easement as recorded in Official Records Book 812, Page 57, of the Public Records of Sumter County, Florida.

**petitions the City Commissioner for the City of Webster, Florida, to annex the described property into the City of Webster, and to redefine the City limits of the City of Webster in such manner as to include such property.**

**Petitioner(s) hereby states:**

1. That the described real property is in an unincorporated area of Sumter County, Florida, which is, or will be, contiguous to the City of Webster at the time of final annexation, and:

2. That the real property sought to be annexed to the City of Webster is, or will be, reasonably compact within the meaning of the law at the time of final annexation, and;
3. That an annexation of the described real property will not result in the creation of an enclave in violation of law at the time of final annexation.
4. I understand that all rules, regulations and taxation of the City will apply upon annexation into the City.

This petition has been executed on the 29 day of November, 2023

OWNER(S) OR LEGAL REPRESENTATIVE

Richard Fentzlauff  
Signature

Kim Sephart  
Witness

The foregoing instrument was acknowledged before me by means of his physical presence on this day, November 29, 2023, by Richard Fentzlauff, who personally appeared before me and produced his Florida Driver's License as identification.



GINGER HOWARD  
Commission # HH 037729  
Expires September 18, 2024  
Bonded Thru Budget Notary Services

Ginger Howard  
Notary Signature

My Commission Expires: September 18, 2024

OFFICIAL USE ONLY:

Received : City of Webster, Florida, on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Present City Zoning \_\_\_\_\_.





CR 723

SE 108TH LN

**Sumter County Property Appraiser  
Lot Split/Combination Request Form**

Date October 26, 2023

Staff Person Ginger Howard

Request to: ☐ Combine Lots\* ☒ Split Lots ☐ Other (Explain in Notes)

Requested by: ☒ Owner ☐ Agent (Authorization Required) ☐ Other (Explain in Notes)

\*Lot combinations require identical ownership for all parcels involved

Property Owner(s) Name Richard M. Fentzlaff

Property Owner(s) Signature 

**Owner Phone Contact Information:**

Home \_\_\_\_\_ Work \_\_\_\_\_ Cell (813) 469-7617 Fax \_\_\_\_\_

**Parcels to Split or Combine:**

Parcel Number T06-070 Parcel Number \_\_\_\_\_

Parcel Number T06-050 Parcel Number \_\_\_\_\_

Parcel Number \_\_\_\_\_ Parcel Number \_\_\_\_\_

**Notes:**

We are requesting that Parcels T06-050 and T06-070, both of which are owned in fee simple by Richard M. Fentzlaff, be converted into 3 separate lots of nearly equal size. A survey has been completed showing the lots as they currently exist and another survey showing the size and legal description of the 3 lots resulting from the division. See attached legal descriptions.

**Completed by:**

Appraiser Name \_\_\_\_\_ Date \_\_\_\_\_

Please note, for parcel combination of platted residential lots or lot combinations for zoning compliance, a copy of this form must be filed with the Sumter County Development Services Division.

Sumter County Development Services Division

By \_\_\_\_\_ Date \_\_\_\_\_



**Richard M. Fentzlaff**  
**Existing Parcels and Legal Descriptions**

**PARCEL A**

**I.D. No.:** T06-050

**Legal Description:** Begin 360 feet South and 300 feet East of the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 6, Township 22 South, Range 23 East, Sumter County, Florida; thence run South 300 feet; thence run East 75 feet; thence run North 300 feet; thence run West 75 feet to the Point of Beginning.

**PARCEL B**

**I.D. No.:** T06-070

**Legal Description:** Begin 360 feet South and 375 feet East of the Northwest corner of the SE 1/4 of the SE 1/4, Section 6, Township 22 South, Range 23 East, Sumter County, Florida; thence run South 300 feet; thence run East 381 feet; thence run North 300 feet; thence run West 381 feet to the Point of Beginning. TOGETHER WITH an easement for ingress and egress over and across the South 30 feet of the North 360 feet of the West 405.00 feet of the SE 1/4 of the SE 1/4 of said Section 6, LESS right of way for County Road No. 723 across the West side thereof. SUBJECT TO the prescriptive easement as recorded in Official Records Book 812, Page 57, of the Public Records of Sumter County, Florida.

**Richard M. Fentzlaff**  
**Proposed Parcels and Legal Description**

**PARCEL A**

**I.D. No.:** TBD

**Legal Description:** Begin 360 feet South and 300 feet East of the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 6, Township 22 South, Range 23 East, Sumter County, Florida; thence run S 00°00'16" E a distance of 300.00 feet; thence run N 89°57'24" E a distance of 152.00 feet; thence run N 00°00'16" W a distance of 300.00 feet; thence run S 89°57'24" W a distance of 152.00 feet to the Point of Beginning. TOGETHER WITH an easement for ingress and egress over and across the South 30 feet of the North 360 feet of the West 405.00 feet of the SE 1/4 of the SE 1/4 of said Section 6, LESS right of way for County Road No. 723 across the West side thereof. SUBJECT TO the prescriptive easement as recorded in Official Records Book 812, Page 57, of the Public Records of Sumter County, Florida.

**PARCEL B**

**I.D. No.:** TBD

**Legal Description:** Begin 360 feet South and 452 feet East of the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 6, Township 22 South, Range 23 East, Sumter County, Florida; thence run S 00°00'16" E a distance of 300.00 feet; thence run N 89°57'24" E a distance of 152.00 feet; thence run N 00°00'16" W a distance of 300.00 feet; thence run S 89°57'24" W a distance of 152.00 feet to the Point of Beginning. SUBJECT TO the prescriptive easement as recorded in Official Records Book 812, Page 57, of the Public Records of Sumter County, Florida.

**PARCEL C**

**I.D. No.:** TBD

**Legal Description:** Begin 360 feet South and 604 feet East of the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 6, Township 22 South, Range 23 East, Sumter County, Florida; thence run S 00°00'16" E a distance of 300.00 feet; thence run N 89°57'24" E a distance of 152.00 feet; thence run N 00°00'16" W a distance of 300.00 feet; thence run S 89°57'24" W a distance of 152.00 feet to the Point of Beginning. SUBJECT TO the



prescriptive easement as recorded in Official Records Book 812, Page 57,  
of the Public Records of Sumter County, Florida.

# LOCALiQ

The Gainesville Sun | The Ledger  
Daily Commercial | Ocala StarBanner  
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

## **PROOF OF PUBLICATION**

Amy Flood  
City Of Webster  
85 E CENTRAL AVE  
WEBSTER FL 33597

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Daily Commercial, published in Lake County, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Lake County, Florida, or in a newspaper by print in the issues of, on:

03/14/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 03/14/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$85.84

Order No: 9919642

# of Copies:

Customer No: 526687

1

PO #: ORD 2024-06 3.21 MTG

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

KEEGAN MORAN  
Notary Public  
State of Wisconsin

ORDINANCE NO. 2024-06  
AN ORDINANCE OF THE CITY OF WEBSTER, FLORIDA, ANNEXING BY VOLUNTARY PETITION CERTAIN REAL PROPERTY TAX IDENTIFICATION PARCEL NUMBERS T06-050 and T06-070 LOCATED CONTIGUOUS TO THE CITY OF WEBSTER IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES, TOGETHER WITH ASSOCIATED RIGHTS-OF-WAYS; REDEFINING THE BOUNDARIES OF THE CITY OF WEBSTER TO INCLUDE SAID PROPERTY; AMENDING THE BOUNDARIES OF THE CITY IN ACCORDANCE WITH THE PROVISIONS OF SECTION 166.031, FLORIDA STATUTES; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; DIRECTING THE CITY CLERK TO RECORD THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT, WITH THE CHIEF ADMINISTRATIVE OFFICE OF SUMTER COUNTY AND WITH THE DEPARTMENT OF STATE; PROVIDING FOR LEGAL DESCRIPTION AND A MAP AND PROVIDING FOR THE INCORPORATION OF THAT EXHIBIT; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND THE TAKING OF ADMINISTRATIVE ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

This item will be heard at the Webster City Council Meeting of March 21, 2024, at 6pm. Webster City Hall Council Chambers, 85 E Central Ave., Webster, FL 33597.

#9919642 3/14/24