

# City of Webster

Regular Council Meeting

JUNE 16, 2022

6:00 p.m.





**AGENDA**  
**CITY OF WEBSTER**

Regular Council Meeting  
Webster City Hall, 85 E. Central Avenue  
June 16, 2022 - 6:00 P.M.

**I. CALL TO ORDER**

Pledge of Allegiance, Invocation, Roll Call and Determination of Quorum

*Note. All public comments 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 the citizen's forum or on a particular agenda item.*

**II. APPROVAL OF MINUTES**

Regular Council Meeting- May 19, 2022.

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

**III. CITIZEN'S FORUM**

**IV. CONSENT AGENDA**

**V. CORRESPONDENCE TO NOTE**

City Clerk

Director of Public Works

Law Enforcement

**VI. PUBLIC HEARINGS**

**First Reading of Ordinance 2022-10 – Amendment to the City of Webster Comprehensive plan**

M\_\_\_\_\_S\_\_\_\_\_ Roll Call Vote to Read by Title Only

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

**First Reading of Ordinance 2022 – 11 – Rezoning of Parcel ID's S12-013, S12-014, S12-015, And S12-016**

M\_\_\_\_\_S\_\_\_\_\_ Roll Call Vote to Read by Title Only

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

**VII. NEW BUSINESS**

**Approval of Agreement with FGUA for Management and Evaluation of and Financial Analysis of Water and Wastewater Utilities**

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

**Update on Complete Street Project – Ali Brighton with Kinley Horn**

**Approval of Agreement with Hawk Solution for Renovations to the Community Building**

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

**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

Regular Council Meeting

Webster City Hall, 85 E. Central Avenue

MAY 19, 2022

6:00 P.M.

#### **I. CALL TO ORDER**

Pledge of allegiance, Invocation, and Determination of Quorum.

Mayor Yost called the meeting to order at 6:00 P.M. Present were Mayor Bobby Yost, Mayor Pro -Tem Tonya Malott, Councilmember Ana Vigoa, and Councilmember Nancy Cherry. Councilmember. William Thompson was absent due to illness. We have quorum.

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

**Councilmember Vigoa motioned to Approve the April 21, 2022, Minutes, Seconded by Mayor Pro – Tem Malott.**

The vote was as follows:

Mayor Yost – Yes

Mayor Pro-Tem Malott- Yes

Councilmember Cherry- Yes

Councilmember Vigoa- Yes

Motion Passed 4-0

#### **III. CITIZENS FORUM**

**Rock Daze' of 2201 Evans Prairie Trail, Villages FL introduced himself to council and announced he was running for Florida house of representative, Sumter County District 52.**

#### **IV. CONSENT AGENDA**

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

Finance Manager

Director of Public Works

Law Enforcement

#### **VI. PUBLIC HEARINGS**

**Second Reading of Ordinance 2022-08 – Annexation of Parcel ID's S12-016, Webster Associates Development, Inc (Bindraban Sarjoo)**

**Motion to read by title only by Councilmember Vigoa, Seconded by Councilmember Cherry.**

The vote was as follows:

Mayor Yost – Yes

Mayor Pro-Tem Malott- Yes

Councilmember Cherry- Yes

Councilmember Vigoa- Yes

Motion Passed 4-0

**Assistant City Clerk Melissa Britt read the ordinance by title only.**

**Motion for Approval by Councilmember Cherry of Ordinance 2022-08, Seconded by Councilmember Vigoa.**

The vote was as follows:

Mayor Yost – Yes

Mayor Pro-Tem Malott- Yes

Councilmember Cherry- Yes

Councilmember Vigoa- Yes

Motion Passed 4-0

**Second Reading of Ordinance 2022-09 – Annexation of Parcel ID's S12-013, S12-014, and S12-015 Webster Associate Development, Inc (Bindraban Sarjoo)**

**Motion to read by title only by Mayor Pro-Tem Malott, Seconded by Councilmember Vigoa.**

The vote was as follows:

Mayor Yost – Yes



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

**Assistant City Clerk Melissa Britt read the ordinance by title only.**

**Motion for Approval by Councilmember Vigoa of Ordinance 2022-09, Seconded by Councilmember Cherry.**

The vote was as follows:

Mayor Yost – Yes  
Mayor Pro-Tem Malott- Yes  
Councilmember Cherry- Yes  
Councilmember Vigoa- Yes  
Motion Passed 4-0

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

**Agreement for Cleaning Sam Harris Park and B.M. Hewitt Park Bathrooms and Emptying Garbage cans.**

**Motion for Approval by Councilmember Vigoa, Seconded by Mayor Pro-Tem Malott**

The vote was as follows:

Mayor Yost – Yes  
Mayor Pro-Tem Malott- Yes  
Councilmember Cherry- Yes  
Councilmember Vigoa- Yes  
Motion Passed 4-0

**Agreement for Hawk Home Solutions for Renovations to Community Hall**

Council decided to table vote until next council meeting due to the contract needed to be updated and revised.

**Approval to List Vacant Unused City Parcels for Sale**

**Motion for approval to list and sale city parcel's N36B014, N36B150, and N36-071 by Councilmember Cherry, and Second by Councilmember Vigoa.**

The vote was as follows:

Mayor Yost – Yes  
Mayor Pro-Tem Malott- Yes  
Councilmember Cherry- Yes  
Councilmember Vigoa- Yes  
Motion Passed 4-0

#### **VIII. CITY ATTORNEY REPORTS AND REQUEST.**

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

Mayor Pro - Tem Malott asked City Manager Naugler for an update on land survey for Mr. Bryant.  
City manager apprized Council on the status of the land survey.

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

County Planner Sue Farnsworth apprised council on the RRR Town Center property.

#### **XI. ADJOURNMENT**

**Councilmember Vigoa motioned to adjourn; Councilmember Cherry seconded the motion.**

The vote was as follows:

Mayor Yost – Yes  
Mayor Pro-Tem Malott- Yes  
Councilmember Cherry- Yes  
Councilmember Vigoa- Yes  
Motion Passed 4-0

**Meeting Adjourned at 6:35 pm**

Attest:

Deanna Naugler, City Manager

Melissa Britt, Assistant City Clerk

## **MAY 2022 FINANCE REPORT**

Due to a staff shortage, we will provide council with the Finance report before, or on the day of the council meeting. We are sorry for the inconvenience.

Respectfully Yours,

City Staff

## **May 2022 City Council Report**

5/12/22 – Injector port valve cracked at the north well. Research needed part and order part.

5/12/22 – Purchase combination locks for Harris Park. Cut lengths of chain and put chain and locks on all three gates that are to be locked each night.

5/13/22 – Meet with developer and consultant regarding plans for the 42 acres on SR 471 across from the elementary school.

5/13/22 – Go to Bushnell Walmart and pick up trash cans for Harris Park.

5/16/22 – Having trouble with Omni units on lift stations #3, #5 and #7. Reset all three of them. Lift Station #3 started working. The other two Omni units did not. I spoke to Tech Support at Omni and it was determined that the two non-working units needed to be sent in for service.

5/16/22 – Due to supply issues with Ferguson, and not being able to receive some fittings/parts for up to four months out, went to Core and Main in Wildwood and purchased single and dual meter boxes.

5/17/22 – Received injector port valve part. Donnie Morrison from FRWA came down and tried to assist with replacing the cracked valve. We were unable to turn off the ball valve to relieve pressure due to a quill that runs from the injector port through the ball valve and halfway into the 8" water main. Will have to figure out another way to turn off pressure. There is another check valve on the line so everything is working correctly until we can get the new valve installed.

5/18/22 – Install three new Omni units on Lift Stations #8, #11 and #13. These lift stations did not have Omni. Every lift station in the City is now equipped with Omni remote monitoring with the exception of Lift Station # 9 (Grapevine) that is not being used at this time.

5/19/22 – Research disposable coveralls for lift station cleaning.

5/19/22 – Pick up dual check valves (backflows) at Core and Main in Wildwood due to our Ferguson order being 4 months out before delivery.



5/20/22 – Interview applicants for Public Works Part Time and Full Time positions.

5/20/22 – Work on golf cart. Would not start and run. Finally got it to work.

5/23/22 – New staff member Aaron Wilcox started as Full Time. David Moore was offered the Part Time position on Friday May 20, 2022 and had accepted the position. David texted me on Sunday May 22, 2022 and said he had reconsidered and would not be taking the position.

5/23/22 – Try to get Joe's old phone and tablet working. The password Joe gave us does not work. It will all have to be reset by Verizon. We will need these for newly hired staff.

5/23/22 – Work on leaking water meter on NE 9<sup>th</sup> St. Had to replace washers on both ends.

5/24/22 – Aaron Wilcox came in to work and asked questions regarding City holidays. Once he learned what holidays the City recognized, and didn't recognize, he resigned his position with the City.

5/24/22 – Research information regarding how many GPM each well pump is capable of producing. Contacted FRWA and they are going to bring a meter and conduct tests on each pump.

5/24/22 – Start reading water meters.

5/25/22 – Read water meters all day.

5/25/22 – Rusty Mask out to give a bid on re-roofing south well pump house.

5/26/22 – Consult with People Ready Temp Agency regarding workers they have been sending not being qualified for the job position.

5/26/22 – Conference call with Kimberly Horn Engineers regarding water interconnect between Webster and Center Hill.

5/26/22 – Removed and sent in the Omni unit for LS #5. Will wait until that unit is sent back to us and then will send in Lift Station #7 Omni after we receive the Omni unit back for Lift Station #5.

5/27/22 – Interview applicants for Public Works open positions.



5/27/22 – Sunshine State Roofing was here to give roofing quotes for the south well pump house roof and for the old pump house roof on the east side of Public Works. Acquired quote for materials from Country Village and emailed all to Deanna.

5/29/22 – Public Works received a High Wet Well call from Omni. Ralph had taken the call and was on site when he called me. There was power to the panel, but the pumps would not run in Auto or Manual. The lift station was overflowing. He had already called Keith who was on the way. I had Ralph turn on the generator to see if that would run the pumps. The pumps would still not turn on and run. Since the lift station was overflowing, I called JD (Full Circle Septic) and requested a pump truck to minimize the overflow as this is a DEP issue. Keith arrived and called me. I instructed Keith to turn off all power to the lift station. Check and be sure power was off as it is 480V. Check starter motors to see if they were tripped. Check to be sure relays, phase monitor, alternator, etc were not loose. Then I asked Keith to turn the generator back on, with the AC power still off. He did and both pumps started running and pumped the station down. JD was there by that time, but the pump truck was not needed. JD went through everything in the panel with Keith and could not find anything wrong. They turned the generator back to Auto. The pumps had turned off as the wet well was down, but there was a lot of flow coming from the Middle School lift station into the Master lift station. Keith restored power to the lift station and the pumps turned on and ran normally. We still do not know what caused the pumps to fail.

5/30/22 – Holiday

5/31/22 – Meeting with Jarad from Ferguson and Deanna regarding remote reading equipment for the water meters. Projected ship date, at the earliest, is September 2022.

5/31/22 – Two temporary workers arrived from People Ready. They came unprepared, nothing to drink, no lunch, no safety glasses, etc. We gave them each a pair of City safety glasses. Assigned both tasks. They were back and forth from the work site to Public Works several times. At 10 AM they asked Keith if they could go to the store and get something to drink. Keith told them yes. At 10:40 AM they were not back to work. I contacted People Ready to inform them of this and I was told the two guys would not be coming back to Webster as they were

standing in the People Ready office in Leesburg at that time. We did not get the safety glasses back. Nor did we get the workers back.

5/31/22 – Repair leaking RPZ valve at Master LS.

6/1/22 – Power/Phone line down on SW 1<sup>st</sup> St. Put out cones to await repair crews.

6/1/22 – FRWA here to check all three well pumps for GPM produced. This information was sent to Kimberly Horn engineers.

6/1/22 – Received a complaint about the grinder pump at Dollar General not working. We investigated and this is a private grinder pump installed and maintained by Dollar General. Dollar General has installed a portable toilet and portable hand washing station outside the store.

6/2/22 – Conduct more interviews for Public Works open positions.

6/2/22 - Go to Walmart and pick up more trash cans for Harris Park.

6/2/22 – Check south well chemicals and north well chemicals and diesel.

6/3/22 – Jamie from FRWA was here to conduct a smoke test at the middle school. During rains we have noticed increased run times on the middle school lift station and a lot of inflow, from that station, being pumped into the Master Lift Station. We informed the staff at the front desk of the middle school, and they told us they would let everyone know. We also informed the SCSO dispatch, in case someone reported smoke at the school. During this test, we found two 4" wastewater lines that had been broken off and groundwater/rain water was going into these lines directly into the middle school lift station. It was then being pumped into the master lift station. The fire alarm went off during this test, something that normally would not happen. A maintenance staff member at the school said there was smoke coming out from a cabinet in one of the rooms. The only way this could happen is if there was broken/cracked line or another plumbing issue in that room. That is what caused the fire alarm to go off. Travis Davies came to the school and was upset that the alarm was going off and that he had not been notified of what we were doing. I thought the middle school staff had contacted him as they said they would let everyone know. In the future I will

contact Travis Davies directly. Public Works staff repaired the two broken 4" lines to prevent any more water from getting into the lift station that way. I emailed Travis Davies and informed him of what we did, why we did it, and the corrective measures we had taken.

6/6/22 – Spray herbicide at Hewitt Park and Master lift station. While at the Master lift station I checked the pressure and the pressure is back up to 82 PSI. The pressure was up this high before, but when the City of Bushnell started working on their force main repairs, the pressure at the Master lift station had dropped to around 65 PSI. Now it is back up. I contacted Parker with Bushnell. He sent me to Adam, the wastewater operator for Bushnell, and he said they were not having pressure problems at the wastewater plant, at that time. But something has caused the pressure increase.

6/7/22 – Checked and manually exercised the air release valves on Webster's force main all the way to the interconnect at Beville's Corner. All of the Air Release Valves on Webster's side are working correctly. This made no difference in pressure at the Master lift station.



WORK ORDER CODE TOTALS		
Code	Description	Total
BOOKS	PLEASE DELIVER COUNCIL BOOKS	1
BUCKET	BUCKET TEST	3
CANDROP	GARBAGE CAN DROP OFF	2
CANPUP	GARBAGE CAN PICK UP	2
CHECKMTR	CHECK METER	1
EXTGARB	EXTRA GARBAGE PICK UP ESTIMATE	1
FLGHLFST	LOWER FLAG TO HALF STAFF	2
INSTMTR	INSTALL NEW METER	1
LOCATE	Please locate	8
MISC	Misc	23
ON FEE	TURN ON WATER ADD FEE	21
ONANDCAN	TURN ON WATER AND BRING GARBAGE CAN	1
POOLFILL	PLEASE READ METER FOR POOL FILL-WILL NEED END READ	1
PUEXGAR	PICK UP EXTRA GARBAGE	1
REREAD	Please REREAD	6
RPLCMTR	REPLACE METER	1
TURNOFF	Please turn off water	32
TURNOFFR	Please turn off water for repair	1
TURNON	Turn on Water Meter	4

ASSIGNED TO TOTALS		
Id	Name	Total work Orders
KEITH	KEITH VANN	105
MARK	mark chesser	49
RALPH	RALPH MERCADO	46

COMPLETED BY TOTALS		
Id	Name	Total work Orders
KEITH	KEITH VANN	65
MARK	mark chesser	10
MELISSA	melissa britt	1
RALPH	RALPH MERCADO	26

Total Account Id work Orders: 106



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Total Location Work Orders:	0
Total Internal Loc Work Orders:	0
Total Backflow Work Orders:	0
Total Fixed Asset Work Orders:	0
Total Fleet Work Orders:	0
Total Customer Id Work Orders:	0
Total work Orders:	106

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# SUMTER COUNTY SHERIFF'S OFFICE

## CALL HISTORY LISTING

Primary Unit	Date Time Recieved	Complaint Type	Address
ROBERT BRITT, 114	05/02/2022 01:27:56	BUILDING CHECK	7697 SR 471
ARIEL TORRES, 227	05/02/2022 02:18:09	EXTRA PATROL	554 NW 9TH AVE
DERRICK CANNA, 203	05/02/2022 06:15:00	BUILDING CHECK	447 NW 6TH AVE
DERRICK CANNA, 203	05/02/2022 07:17:21	EXTRA PATROL	554 NW 9TH AVE
DERRICK CANNA, 203	05/02/2022 07:39:37	CITIZENS ASSIST	871 NW 6TH ST
DERRICK CANNA, 203	05/02/2022 09:50:34	INFORMATION	871 NW 6TH ST
DERRICK CANNA, 203	05/02/2022 10:25:44	THEFT	524 N MARKET BLVD
SHAWN DECKARD, B133	05/02/2022 14:48:19	CIVIL-SERV PAPER	268 S MARKET BLVD
	05/02/2022 16:43:42	SICK/INJURED	165 NE 4TH ST
TREY KILLORAN, 238	05/02/2022 18:15:27	SICK/INJURED	1010 E CENTRAL AVE
TREY KILLORAN, 238	05/02/2022 18:54:02	PHONE COMPLT	524 N MARKET BLVD
TREY KILLORAN, 238	05/02/2022 20:20:00	BUILDING CHECK	447 NW 6TH AVE
TREY KILLORAN, 238	05/02/2022 20:44:29	THREATS	366 NW 9TH AVE
TREY KILLORAN, 238	05/02/2022 22:27:31	EXTRA PATROL	554 NW 9TH AVE
DERRICK CANNA, 203	05/03/2022 06:15:00	BUILDING CHECK	447 NW 6TH AVE
KENNETH AMSLER, X204	05/03/2022 11:58:30	ACCIDENT	519 E CENTRAL AVE
KENNETH AMSLER, X204	05/03/2022 12:07:32	TRAFFIC ENFORCEMENT	S MARKET BLVD
KENNETH AMSLER, X204	05/03/2022 12:57:36	TRAFFIC ENFORCEMENT	N MARKET BLVD
DERRICK CANNA, 203	05/03/2022 14:12:02	CITIZENS ASSIST	6678 SR 471
ROBERT LIVINGSTON, 198	05/03/2022 17:50:00	BUILDING CHECK	524 N MARKET BLVD
ROBERT LIVINGSTON, 198	05/03/2022 20:20:00	BUILDING CHECK	447 NW 6TH AVE



# SUMTER COUNTY SHERIFF'S OFFICE

## CALL HISTORY LISTING

ROBERT LIVINGSTON, 198	05/04/2022 02:54:34	EXTRA PATROL	554 NW 9TH AVE
KYLE LANE, 237	05/04/2022 06:15:00	BUILDING CHECK	447 NW 6TH AVE
AUSTIN MCCONNELL, X173	05/04/2022 12:40:09	TRAFFIC STOP	N MARKET BLVD
ANTHONY LEE, 155	05/04/2022 17:54:25	TRESPASSING	6610 CR 569
TYLER THOMPSON, 230	05/04/2022 18:33:25	TRAFFIC STOP	N MARKET BLVD
CONOR GARRITY, K119	05/04/2022 18:48:47	TRAFFIC STOP	N MARKET BLVD
TYLER THOMPSON, 230	05/04/2022 20:20:00	BUILDING CHECK	447 NW 6TH AVE
KYLE LANE, 237	05/05/2022 05:37:58	BUILDING CHECK	2810 C 478A
KYLE LANE, 237	05/05/2022 06:15:00	BUILDING CHECK	447 NW 6TH AVE
DANIEL CALHOUN, 244	05/05/2022 14:42:39	DCF/ABUSE REG	773 NW 10TH AVE
DANIEL CALHOUN, 244	05/05/2022 14:56:38	CITIZENS ASSIST	773 NW 10TH AVE
JOHN KNIGHT, D123	05/05/2022 15:41:35	FCIC/NCIC HIT	3950 CR 567
	05/05/2022 18:14:50	ANIMAL COMPLAINT	854 OAK AVE
ROBERT LIVINGSTON, 198	05/05/2022 20:20:00	BUILDING CHECK	447 NW 6TH AVE
ROBERT LIVINGSTON, 198	05/05/2022 21:35:50	CITIZENS ASSIST	85 E CENTRAL AVE
DERRICK CANNA, 203	05/06/2022 04:48:51	EXTRA PATROL	554 NW 9TH AVE
DERRICK CANNA, 203	05/06/2022 06:06:08	EXTRA PATROL	6610 CR 569
DERRICK CANNA, 203	05/06/2022 06:15:00	BUILDING CHECK	447 NW 6TH AVE
DERRICK CANNA, 203	05/06/2022 06:28:51	ALARM-RES	385 NE 3RD ST
KENNETH AMSLER, X204	05/06/2022 11:56:19	INVESTIGATION FOLLOW	519 E CENTRAL AVE
MICHAEL VOSS, B170	05/06/2022 14:01:39	CIVIL-SERV PAPER	654 NW 6TH AVE
TREY KILLORAN, 238	05/06/2022 16:20:45	ANIMAL COMPLAINT	3950 CR 567



# SUMTER COUNTY SHERIFF'S OFFICE

## CALL HISTORY LISTING

	05/06/2022 17:07:00	INFORMATION	654 NW 6TH AVE
TREY KILLORAN, 238	05/06/2022 20:20:00	BUILDING CHECK	447 NW 6TH AVE
TREY KILLORAN, 238	05/06/2022 21:41:43	EXTRA PATROL	554 NW 9TH AVE
DERRICK CANNA, 203	05/07/2022 04:47:18	EXTRA PATROL	554 NW 9TH AVE
DERRICK CANNA, 203	05/07/2022 06:15:00	BUILDING CHECK	447 NW 6TH AVE
DERRICK CANNA, 203	05/07/2022 09:36:45	TRAFFIC STOP	N MARKET BLVD
TREY KILLORAN, 238	05/07/2022 20:20:00	BUILDING CHECK	447 NW 6TH AVE
TREY KILLORAN, 238	05/08/2022 00:48:21	SHOTS HRD- AREA	NW 7TH ST
TREY KILLORAN, 238	05/08/2022 01:18:35	EXTRA PATROL	554 NW 9TH AVE
DERRICK CANNA, 203	05/08/2022 06:15:00	BUILDING CHECK	447 NW 6TH AVE
DERRICK CANNA, 203	05/08/2022 07:31:09	EXTRA PATROL	554 NW 9TH AVE
TREY KILLORAN, 238	05/08/2022 20:20:00	BUILDING CHECK	447 NW 6TH AVE
DANIEL CALHOUN, 244	05/09/2022 05:28:44	SUSPICIOUS PERSON	524 N MARKET BLVD
KYLE LANE, 237	05/09/2022 06:15:01	BUILDING CHECK	447 NW 6TH AVE
DANIEL CALHOUN, 244	05/09/2022 12:18:35	DCF/ABUSE REG	349 S MARKET BLVD
KYLE LANE, 237	05/09/2022 13:49:05	INVESTIGATION FOLLOW	658 E CENTRAL AVE
CASEY SIGLIN, K167	05/09/2022 17:16:35	CIVIL	3950 CR 567
CASEY SIGLIN, K167	05/09/2022 17:58:09	INFORMATION	3950 CR 567
TYLER THOMPSON, 230	05/09/2022 20:20:00	BUILDING CHECK	447 NW 6TH AVE
BLAKE ICE, 234	05/09/2022 20:40:00	BUILDING CHECK	658 E CENTRAL AVE
KYLE LANE, 237	05/10/2022 06:02:00	DISTURBANCE-UNK	811 NW 3RD ST
KYLE LANE, 237	05/10/2022 06:15:00	BUILDING CHECK	447 NW 6TH AVE



# SUMTER COUNTY SHERIFF'S OFFICE

## CALL HISTORY LISTING

KYLE LANE, 237	05/10/2022 06:40:00	BUILDING CHECK	658 E CENTRAL AVE
JACOB HOLLOWAY, T122	05/10/2022 08:27:22	JUVENILE	7368 SR 471
KYLE LANE, 237	05/10/2022 10:24:56	ATTEMPT TO CONTACT	817 OAK AVE
KYLE LANE, 237	05/10/2022 11:14:17	ATTEMPT TO CONTACT	268 S MARKET BLVD
KYLE LANE, 237	05/10/2022 13:17:28	TRAFFIC STOP	N MARKET BLVD
CASEY SIGLIN, K167	05/10/2022 13:26:30	INVESTIGATION FOLLOW	3950 CR 567
	05/10/2022 16:40:58	911 HANGUP	233 NE 2ND AVE
	05/10/2022 17:17:07	SICK/INJURED	353 E CENTRAL AVE
	05/10/2022 17:50:00	BUILDING CHECK	524 N MARKET BLVD
ROBERT LIVINGSTON, 198	05/10/2022 19:32:20	ALARM-COMRCL	524 N MARKET BLVD
TYLER THOMPSON, 230	05/10/2022 20:11:56	VIN VERIFICATION	82 S MARKET BLVD
ROBERT LIVINGSTON, 198	05/10/2022 20:20:00	BUILDING CHECK	447 NW 6TH AVE
ROBERT LIVINGSTON, 198	05/10/2022 20:40:00	BUILDING CHECK	658 E CENTRAL AVE
PETER GLIM, S48	05/10/2022 23:09:46	PROWLER	1010 E CENTRAL AVE 26
DERRICK CANNA, 203	05/11/2022 06:12:14	TRAFFIC PARKING	871 NW 6TH ST
	05/11/2022 06:15:00	BUILDING CHECK	447 NW 6TH AVE
	05/11/2022 06:40:00	BUILDING CHECK	658 E CENTRAL AVE
	05/11/2022 09:11:41	911 MISDIAL	3840 E C 478 35
	05/11/2022 10:57:53	CITIZENS ASSIST	577 NW 3RD ST
TREY KILLORAN, 238	05/11/2022 20:20:00	BUILDING CHECK	447 NW 6TH AVE
TREY KILLORAN, 238	05/11/2022 20:40:00	BUILDING CHECK	658 E CENTRAL AVE
TREY KILLORAN, 238	05/12/2022 00:31:25	BUILDING CHECK	658 E CENTRAL AVE



# SUMTER COUNTY SHERIFF'S OFFICE

## CALL HISTORY LISTING

DERRICK CANNA, 203	05/12/2022 06:15:00	BUILDING CHECK	447 NW 6TH AVE
DERRICK CANNA, 203	05/12/2022 06:40:00	BUILDING CHECK	658 E CENTRAL AVE
	05/12/2022 07:47:37	911 HANGUP	425 NE 3RD ST
SHAWN DECKARD, B133	05/12/2022 12:55:49	CIVIL-SERV PAPER	654 NW 6TH ST
TREY KILLORAN, 238	05/12/2022 17:30:30	CIVIL-SERV PAPER	654 NW 6TH AVE
TREY KILLORAN, 238	05/12/2022 20:20:00	BUILDING CHECK	447 NW 6TH AVE
TREY KILLORAN, 238	05/12/2022 20:40:00	BUILDING CHECK	658 E CENTRAL AVE
DANIEL CALHOUN, 244	05/13/2022 05:08:47	BURGLARY OW	13904 SR 471
KYLE LANE, 237	05/13/2022 06:15:00	BUILDING CHECK	447 NW 6TH AVE
KYLE LANE, 237	05/13/2022 06:40:00	BUILDING CHECK	658 E CENTRAL AVE
	05/13/2022 11:31:12	911 HANGUP	4055 CRESCENT CIR
ERIC BISHOP, D113	05/13/2022 13:38:15	INVESTIGATION FOLLOW	9009 OAK ALLEY BLVD 35
ROBERT LIVINGSTON, 198	05/13/2022 19:25:21	RECKLESS DRIVER	NW 3RD ST
ROBERT LIVINGSTON, 198	05/13/2022 20:20:00	BUILDING CHECK	447 NW 6TH AVE
ROBERT LIVINGSTON, 198	05/13/2022 20:40:00	BUILDING CHECK	658 E CENTRAL AVE
KYLE LANE, 237	05/14/2022 06:15:01	BUILDING CHECK	447 NW 6TH AVE
KYLE LANE, 237	05/14/2022 06:40:00	BUILDING CHECK	658 E CENTRAL AVE
	05/14/2022 14:40:20	911 MISDIAL	4029 GRACELAND LN
ROBERT LIVINGSTON, 198	05/14/2022 20:20:00	BUILDING CHECK	447 NW 6TH AVE
ROBERT LIVINGSTON, 198	05/14/2022 20:40:00	BUILDING CHECK	658 E CENTRAL AVE
ROBERT LIVINGSTON, 198	05/14/2022 23:16:56	TRAFFIC STOP	SE 1ST AVE
ROBERT LIVINGSTON, 198	05/15/2022 00:25:05	TRAFFIC STOP	NE 1ST AVE



# SUMTER COUNTY SHERIFF'S OFFICE

## CALL HISTORY LISTING

DANIEL CALHOUN, 244	05/15/2022 06:15:01	BUILDING CHECK	447 NW 6TH AVE
KYLE LANE, 237	05/15/2022 06:40:00	BUILDING CHECK	658 E CENTRAL AVE
KYLE LANE, 237	05/15/2022 11:45:37	DISTURBANCE-UNK	88 SW 3RD ST
KYLE LANE, 237	05/15/2022 15:55:10	EXTRA PATROL	6610 CR 569
ROBERT LIVINGSTON, 198	05/15/2022 17:35:11	FIRE-STRUCTURE	254 S MARKET BLVD
ROBERT LIVINGSTON, 198	05/15/2022 18:25:47	SUSPICIOUS INCIDENT	871 NW 6TH ST
ROBERT LIVINGSTON, 198	05/15/2022 20:20:00	BUILDING CHECK	447 NW 6TH AVE
ROBERT LIVINGSTON, 198	05/15/2022 20:40:00	BUILDING CHECK	658 E CENTRAL AVE
JEAN SILVA, 160	05/16/2022 05:41:03	ANIMAL COMPLAINT	N MARKET BLVD
JEAN SILVA, 160	05/16/2022 06:15:01	BUILDING CHECK	447 NW 6TH AVE
JEAN SILVA, 160	05/16/2022 06:40:00	BUILDING CHECK	658 E CENTRAL AVE
JEAN SILVA, 160	05/16/2022 07:28:52	EXTRA PATROL	6610 CR 569
	05/16/2022 13:48:48	911 HANGUP	524 N MARKET BLVD
ROBERTH MATA, K154	05/16/2022 16:42:40	TRESPASSING	370 NW 8TH AVE
TREY KILLORAN, 238	05/16/2022 19:00:31	INFORMATION	2236 SE 100TH LN T6
TREY KILLORAN, 238	05/16/2022 20:20:00	BUILDING CHECK	447 NW 6TH AVE
TREY KILLORAN, 238	05/16/2022 20:40:00	BUILDING CHECK	658 E CENTRAL AVE
MATTHEW PETERSON, 185	05/16/2022 22:48:26	SUSPICIOUS PERSON	7368 SR 471
TREY KILLORAN, 238	05/16/2022 23:29:17	EXTRA PATROL	871 NW 6TH ST
	05/16/2022 23:50:03	SICK/INJURED	46 SE 3RD ST
AARON SIROLI, S52	05/17/2022 00:13:41	SUSPICIOUS PERSON	NW 4TH AVE
JEAN SILVA, 160	05/17/2022 06:15:00	BUILDING CHECK	447 NW 6TH AVE



# SUMTER COUNTY SHERIFF'S OFFICE

## CALL HISTORY LISTING

GARRETT ALLEN, 211	05/17/2022 06:40:00	BUILDING CHECK	658 E CENTRAL AVE
JACOB HOLLOWAY, T122	05/17/2022 12:20:50	DCF/ABUSE REG	773 NW 10TH AVE
JEREMY WILLIAMS, 112	05/17/2022 12:22:45	INFORMATION	349 S MARKET BLVD
GARRETT ALLEN, 211	05/17/2022 14:20:36	DCF/ABUSE REG	773 NW 10TH AVE
TREY KILLORAN, 238	05/17/2022 17:50:00	BUILDING CHECK	524 N MARKET BLVD
TRAVIS SEARS, 125	05/17/2022 18:37:11	TRAFFIC CONTROL	7368 SR 471
TREY KILLORAN, 238	05/17/2022 20:20:00	BUILDING CHECK	447 NW 6TH AVE
TREY KILLORAN, 238	05/17/2022 20:39:08	ANIMAL COMPLAINT	241 NE 4TH AVE
TREY KILLORAN, 238	05/17/2022 20:40:00	BUILDING CHECK	658 E CENTRAL AVE
TREY KILLORAN, 238	05/17/2022 23:09:50	EXTRA PATROL	871 NW 6TH ST
KYLE LANE, 237	05/18/2022 05:23:01	BUILDING CHECK	329 N MARKET BLVD
KYLE LANE, 237	05/18/2022 05:32:16	BUILDING CHECK	374 N MARKET BLVD
KYLE LANE, 237	05/18/2022 06:15:00	BUILDING CHECK	447 NW 6TH AVE
KYLE LANE, 237	05/18/2022 06:40:00	BUILDING CHECK	658 E CENTRAL AVE
JACOB HOLLOWAY, T122	05/18/2022 12:51:14	INFORMATION	773 NW 10TH AVE
JACOB HOLLOWAY, T122	05/18/2022 12:51:55	JUVENILE	773 NW 10TH AVE
	05/18/2022 15:38:04	REPOSSESSION	9009 OAK ALLEY BLVD
HECTOR OTERO JR, C128	05/18/2022 17:55:19	TRAFFIC STOP	E CENTRAL AVE
BLAKE ICE, 234	05/18/2022 18:17:38	ANIMAL COMPLAINT	871 NW 6TH ST
HECTOR OTERO JR, C128	05/18/2022 20:20:00	BUILDING CHECK	447 NW 6TH AVE
HECTOR OTERO JR, C128	05/18/2022 20:39:40	THEFT	871 NW 6TH ST
HECTOR OTERO JR, C128	05/18/2022 20:40:01	BUILDING CHECK	658 E CENTRAL AVE



# SUMTER COUNTY SHERIFF'S OFFICE

## CALL HISTORY LISTING

TYLER THOMPSON, 230	05/18/2022 22:23:13	DISTURBANCE-VERBAL	268 S MARKET BLVD
KYLE LANE, 237	05/19/2022 06:15:00	BUILDING CHECK	447 NW 6TH AVE
KYLE LANE, 237	05/19/2022 06:40:00	BUILDING CHECK	658 E CENTRAL AVE
JACOB HOLLOWAY, T122	05/19/2022 10:33:27	INFORMATION	773 NW 10TH AVE
MICHAEL CALLAWAY, S58	05/19/2022 11:47:27	DCF/ABUSE REG	773 NW 10TH AVE
KYLE LANE, 237	05/19/2022 14:56:15	BURGLARY OW	650 NW 3RD ST
TUCKER HIGHTOWER, 229	05/19/2022 20:20:00	BUILDING CHECK	447 NW 6TH AVE
TUCKER HIGHTOWER, 229	05/19/2022 20:40:00	BUILDING CHECK	658 E CENTRAL AVE
	05/19/2022 22:12:12	REPOSSESSION	155 E CENTRAL AVE
JEAN SILVA, 160	05/20/2022 06:15:00	BUILDING CHECK	447 NW 6TH AVE
JEAN SILVA, 160	05/20/2022 06:40:00	BUILDING CHECK	658 E CENTRAL AVE
JEAN SILVA, 160	05/20/2022 06:52:52	EXTRA PATROL	453 N MARKET BLVD
JEAN SILVA, 160	05/20/2022 11:28:35	SUSPICIOUS PERSON	US 50
JACOB HOLLOWAY, T122	05/20/2022 14:03:34	INFORMATION	773 NW 10TH AVE
	05/20/2022 15:15:34	SICK/INJURED	258 NE 3RD AVE
TREY KILLORAN, 238	05/20/2022 20:20:00	BUILDING CHECK	447 NW 6TH AVE
TREY KILLORAN, 238	05/20/2022 20:40:00	BUILDING CHECK	658 E CENTRAL AVE
TREY KILLORAN, 238	05/21/2022 00:45:14	EXTRA PATROL	453 N MARKET BLVD
TREY KILLORAN, 238	05/21/2022 03:48:06	EXTRA PATROL	871 NW 6TH ST
JEAN SILVA, 160	05/21/2022 06:15:00	BUILDING CHECK	447 NW 6TH AVE
JEAN SILVA, 160	05/21/2022 06:40:00	BUILDING CHECK	658 E CENTRAL AVE
JEAN SILVA, 160	05/21/2022 06:48:24	EXTRA PATROL	453 N MARKET BLVD



# SUMTER COUNTY SHERIFF'S OFFICE

## CALL HISTORY LISTING

JEAN SILVA, 160	05/21/2022 13:01:57	EXTRA PATROL	650 NW 3RD ST
JEAN SILVA, 160	05/21/2022 14:15:40	INFORMATION	3950 CR 567
JEAN SILVA, 160	05/21/2022 15:17:21	HIT AND RUN	329 N MARKET BLVD
RICHARD PETERS, K224	05/21/2022 15:40:34	INFORMATION	650 NW 3RD ST
TREY KILLORAN, 238	05/21/2022 17:21:11	SUSPICIOUS PERSON	524 N MARKET BLVD
TREY KILLORAN, 238	05/21/2022 18:50:41	EXTRA PATROL	453 N MARKET BLVD
TREY KILLORAN, 238	05/21/2022 20:20:00	BUILDING CHECK	447 NW 6TH AVE
TREY KILLORAN, 238	05/21/2022 20:40:00	BUILDING CHECK	658 E CENTRAL AVE
TREY KILLORAN, 238	05/22/2022 00:50:03	SUSPICIOUS VEH	524 N MARKET BLVD
JEAN SILVA, 160	05/22/2022 06:15:00	BUILDING CHECK	447 NW 6TH AVE
JEAN SILVA, 160	05/22/2022 06:40:00	BUILDING CHECK	658 E CENTRAL AVE
JEAN SILVA, 160	05/22/2022 06:56:12	EXTRA PATROL	453 N MARKET BLVD
	05/22/2022 08:36:01	911 MISDIAL	382 NE 1ST ST
	05/22/2022 15:47:57	911 MISDIAL	102 NE 4TH AVE
JASON GILBERT, D182	05/22/2022 17:59:29	ATC-REG OFF CK	606 SE 3RD AVE
TREY KILLORAN, 238	05/22/2022 19:35:22	EXTRA PATROL	453 N MARKET BLVD
TREY KILLORAN, 238	05/22/2022 20:18:44	SUSPICIOUS PERSON	524 N MARKET BLVD
TREY KILLORAN, 238	05/22/2022 20:20:00	BUILDING CHECK	447 NW 6TH AVE
TREY KILLORAN, 238	05/22/2022 20:40:00	BUILDING CHECK	658 E CENTRAL AVE
TREY KILLORAN, 238	05/22/2022 23:17:39	SUSPICIOUS PERSON	524 N MARKET BLVD
TREY KILLORAN, 238	05/22/2022 23:22:50	BATTERY	343 SW 1ST ST
MATTHEW PETERSON, 185	05/23/2022 00:28:09	SUSPICIOUS VEH	524 N MARKET BLVD



# SUMTER COUNTY SHERIFF'S OFFICE

## CALL HISTORY LISTING

	05/23/2022 00:35:53	911 HANGUP	102 NE 4TH AVE
	05/23/2022 00:40:19	911 HANGUP	102 NE 4TH AVE
	05/23/2022 01:32:54	911 HANGUP	102 NE 4TH AVE
CHRISTOPHER LIGHTCAP, C115	05/23/2022 06:15:01	BUILDING CHECK	447 NW 6TH AVE
	05/23/2022 06:40:00	BUILDING CHECK	658 E CENTRAL AVE
KYLE LANE, 237	05/23/2022 09:44:55	STOLEN-TRAILER	516 NW 3RD ST
CASEY SIGLIN, K167	05/23/2022 10:23:44	SUSPICIOUS VEH	SR 471
ROBERT LIVINGSTON, 198	05/23/2022 20:03:27	DISTURBANCE-UNK	633 NW 6TH ST
	05/23/2022 20:04:48	INFORMATION	795 OAK AVE
TYLER THOMPSON, 230	05/23/2022 20:08:19	SICK/INJURED	654 NW 6TH ST
ROBERT LIVINGSTON, 198	05/23/2022 20:20:00	BUILDING CHECK	447 NW 6TH AVE
ROBERT LIVINGSTON, 198	05/23/2022 20:40:00	BUILDING CHECK	658 E CENTRAL AVE
	05/24/2022 00:09:00	911 HANGUP	102 NE 4TH ST
	05/24/2022 00:50:18	911 HANGUP	102 NE 4TH AVE
	05/24/2022 02:11:04	911 HANGUP	102 NE 4TH AVE
ROBERT BRITT, 114	05/24/2022 06:15:00	BUILDING CHECK	447 NW 6TH AVE
KYLE LANE, 237	05/24/2022 06:40:00	BUILDING CHECK	658 E CENTRAL AVE
KYLE LANE, 237	05/24/2022 13:53:06	EXTRA PATROL	650 NW 3RD ST
ROBERT LIVINGSTON, 198	05/24/2022 17:50:01	BUILDING CHECK	524 N MARKET BLVD
TYLER THOMPSON, 230	05/24/2022 18:43:16	TRAFFIC STOP	374 N MARKET BLVD
ROBERT LIVINGSTON, 198	05/24/2022 20:20:00	BUILDING CHECK	447 NW 6TH AVE
	05/24/2022 20:21:00	911 HANGUP	SR 471



# SUMTER COUNTY SHERIFF'S OFFICE

## CALL HISTORY LISTING

ROBERT LIVINGSTON, 198	05/24/2022 20:40:00	BUILDING CHECK	658 E CENTRAL AVE
JEAN SILVA, 160	05/25/2022 06:15:00	BUILDING CHECK	447 NW 6TH AVE
JEAN SILVA, 160	05/25/2022 06:40:00	BUILDING CHECK	658 E CENTRAL AVE
JEAN SILVA, 160	05/25/2022 07:56:00	INFORMATION	349 S MARKET BLVD
SHAWN DECKARD, B133	05/25/2022 11:43:36	CIVIL-SERV PAPER	174 S MARKET BLVD
	05/25/2022 16:27:18	SICK/INJURED	370 NW 8TH AVE
JEAN SILVA, 160	05/25/2022 16:30:46	EXTRA PATROL	453 N MARKET BLVD
TRAVIS SEARS, 125	05/25/2022 17:25:11	INFORMATION	524 N MARKET BLVD
	05/25/2022 20:05:02	911 HANGUP	174 S MARKET BLVD
TREY KILLORAN, 238	05/25/2022 20:20:00	BUILDING CHECK	447 NW 6TH AVE
TREY KILLORAN, 238	05/25/2022 20:40:00	BUILDING CHECK	658 E CENTRAL AVE
	05/25/2022 21:49:38	911 HANGUP	102 NE 4TH AVE
	05/25/2022 21:52:07	911 HANGUP	102 NE 4TH AVE
PETER GLIM, S48	05/26/2022 00:07:10	TRAFFIC STOP	7743 SR 471
TREY KILLORAN, 238	05/26/2022 00:28:38	EXTRA PATROL	453 N MARKET BLVD
	05/26/2022 05:48:46	911 HANGUP	102 NE 4TH AVE
JEAN SILVA, 160	05/26/2022 06:15:00	BUILDING CHECK	447 NW 6TH AVE
JEAN SILVA, 160	05/26/2022 06:40:00	BUILDING CHECK	658 E CENTRAL AVE
SHAWN DECKARD, B133	05/26/2022 11:44:21	CIVIL-SERV PAPER	174 S MARKET BLVD
RICHARD PETERS, K224	05/26/2022 14:42:24	911 HANGUP	2236 SE 100TH LN T6
JEAN SILVA, 160	05/26/2022 15:44:06	ANIMAL COMPLAINT	N MARKET BLVD
TREY KILLORAN, 238	05/26/2022 20:20:00	BUILDING CHECK	447 NW 6TH AVE



# SUMTER COUNTY SHERIFF'S OFFICE

## CALL HISTORY LISTING

TREY KILLORAN, 238	05/26/2022 20:40:00	BUILDING CHECK	658 E CENTRAL AVE
RASHAD CHAVIS, V164	05/26/2022 20:44:05	TRAFFIC STOP	469 N MARKET BLVD
EDWARD HINDERHOFER, V178	05/26/2022 21:26:17	TRAFFIC STOP	469 N MARKET BLVD
TREY KILLORAN, 238	05/26/2022 22:31:17	EXTRA PATROL	453 N MARKET BLVD
KYLE LANE, 237	05/27/2022 06:15:00	BUILDING CHECK	447 NW 6TH AVE
KYLE LANE, 237	05/27/2022 06:40:00	BUILDING CHECK	658 E CENTRAL AVE
JACOB HOLLOWAY, T122	05/27/2022 11:35:14	SICK/INJURED	773 NW 10TH AVE
KYLE LANE, 237	05/27/2022 15:55:23	SICK/INJURED	329 N MARKET BLVD
ROBERT LIVINGSTON, 198	05/27/2022 17:33:37	TRAFFIC STOP	116 NE 2ND AVE
PETER GLIM, S48	05/27/2022 17:46:45	SUSPICIOUS VEH	374 N MARKET BLVD
AUSTIN MCCONNELL, X173	05/27/2022 18:01:16	TRAFFIC STOP	N MARKET BLVD
TYLER THOMPSON, 230	05/27/2022 18:11:29	TRAFFIC STOP	469 N MARKET BLVD
ROBERT LIVINGSTON, 198	05/27/2022 20:20:00	BUILDING CHECK	447 NW 6TH AVE
ROBERT LIVINGSTON, 198	05/27/2022 20:40:00	BUILDING CHECK	658 E CENTRAL AVE
ROBERT LIVINGSTON, 198	05/28/2022 03:38:08	DISTURBANCE-NOISE	617 NW 4TH ST
KYLE LANE, 237	05/28/2022 05:57:57	BUILDING CHECK	374 N MARKET BLVD
KYLE LANE, 237	05/28/2022 06:15:00	BUILDING CHECK	447 NW 6TH AVE
KYLE LANE, 237	05/28/2022 06:40:00	BUILDING CHECK	658 E CENTRAL AVE
KYLE LANE, 237	05/28/2022 07:05:33	BUILDING CHECK	453 N MARKET BLVD
	05/28/2022 08:48:25	INFORMATION	86 NE 1ST AVE
KYLE LANE, 237	05/28/2022 13:18:32	911 HANGUP	2236 SE 100TH LN
ROBERT LIVINGSTON, 198	05/28/2022 16:58:50	ALARM-COMRCL	4309 CR 772



# SUMTER COUNTY SHERIFF'S OFFICE

## CALL HISTORY LISTING

	05/28/2022 18:20:33	SICK/INJURED	864 NW 3RD ST
MATTHEW BONURA, 206	05/28/2022 19:35:01	CIVIL	7368 SR 471
	05/28/2022 19:57:51	911 HANGUP	102 NE 4TH AVE
HECTOR OTERO JR, C128	05/28/2022 20:20:01	BUILDING CHECK	447 NW 6TH AVE
CONOR GARRITY, K119	05/28/2022 20:40:00	BUILDING CHECK	658 E CENTRAL AVE
TYLER THOMPSON, 230	05/28/2022 22:40:10	ALARM-COMRCL	773 NW 10TH AVE
KYLE LANE, 237	05/29/2022 06:15:00	BUILDING CHECK	447 NW 6TH AVE
KYLE LANE, 237	05/29/2022 06:40:00	BUILDING CHECK	658 E CENTRAL AVE
KYLE LANE, 237	05/29/2022 14:55:56	DCF/ABUSE REG	811 NW 5TH ST
ROBERT LIVINGSTON, 198	05/29/2022 18:26:21	ANIMAL COMPLAINT	10523 CR 727
ROBERT LIVINGSTON, 198	05/29/2022 20:20:00	BUILDING CHECK	447 NW 6TH AVE
ROBERT LIVINGSTON, 198	05/29/2022 20:40:00	BUILDING CHECK	658 E CENTRAL AVE
JEAN SILVA, 160	05/30/2022 06:15:01	BUILDING CHECK	447 NW 6TH AVE
JEAN SILVA, 160	05/30/2022 06:40:01	BUILDING CHECK	658 E CENTRAL AVE
JEAN SILVA, 160	05/30/2022 08:49:26	ACCIDENT	524 N MARKET BLVD
	05/30/2022 09:39:49	911 MISDIAL	524 N MARKET BLVD
	05/30/2022 10:32:16	SICK/INJURED	542 N MARKET BLVD
TREY KILLORAN, 238	05/30/2022 20:20:00	BUILDING CHECK	447 NW 6TH AVE
TREY KILLORAN, 238	05/30/2022 20:40:00	BUILDING CHECK	658 E CENTRAL AVE
MATTHEW PETERSON, 185	05/31/2022 01:21:25	OBSTRUCTION ON HWY	SOUTH GRADE RD
JEAN SILVA, 160	05/31/2022 06:15:00	BUILDING CHECK	447 NW 6TH AVE
JEAN SILVA, 160	05/31/2022 06:40:00	BUILDING CHECK	658 E CENTRAL AVE



## ORDINANCE NO. 2022-10

AN ORDINANCE OF THE CITY OF WEBSTER, FLORIDA AMENDING THE CITY OF WEBSTER COMPREHENSIVE PLAN, AS PREVIOUSLY AMENDED; PROVIDING FOR AMENDMENT OF THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE CITY OF WEBSTER COMPREHENSIVE PLAN RELATIVE TO CERTAIN REAL PROPERTY, APPROXIMATELY 276.7 ACRES (TAX PARCEL IDENTIFICATION NUMBERS S12-016, S12-013, S12-014 & S12-015), AND DESCRIBED IN THIS ORDINANCE FROM THE AGRICULTURE LAND USE DESIGNATIONS TO THE URBAN RESIDENTIAL FUTURE LAND USE DESIGNATION; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ASSIGNMENT OF THE LAND USE DESIGNATION FOR THE PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR RATIFICATION OF PRIOR ACTS OF THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION AND DIRECTIONS TO THE CODE CODIFIER AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Webster Associates Development LLC, whose mailing address is 11649 145<sup>th</sup> St, Jamaica, NY 11436 (Tax Parcel Identification Numbers S12-016, S12-013, S12-014 & S12-015), is the owner of the property which is the subject of this Ordinance; and

**WHEREAS**, the real property, totaling 276.7 acres in size, is located on the west side of SR 471; and

**WHEREAS**, Bindraban Sarjoo of Webster Associates Development LLC has authorized New Strategy Holdings, LLC, and Jimmy Gooding & Robert Batsel to act as his agent in connection with the land use and rezoning of the real property; and

**WHEREAS**, Robert W. Batsel, Jr. applied to the City of Webster, pursuant to the controlling provisions of State law and the Code of Ordinances of the City of Webster, to have the subject property reassigned from the Agricultural (County) future land use designation to the Urban Residential (City) future land use designation;



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

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

**SECTION 1. LEGISLATIVE FINDINGS AND INTENT.**

(a). The City Council of the City of Webster hereby adopts and incorporates into this Ordinance the City staff report and City Council agenda memorandum relating to the application relating to the proposed amendment to the *City of Webster Comprehensive Plan* pertaining to the subject property.

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

(c). This Ordinance is internally consistent with the goals, objectives and policies of the *Comprehensive Plan of the City of Webster* and the proposed *Comprehensive Plan* amendment does not trigger any urban indicators and adoption of this amendment will discourage the proliferation of urban sprawl within the City of Webster.

(d). Public services are available to the real property which is the subject of this Ordinance.

(e). The exhibits to this Ordinance are incorporated herein as if fully set forth herein verbatim.

## **SECTION 2. AMENDMENT TO FUTURE LAND USE MAP.**

(a). The Future Land Use Plan Element of the *Comprehensive Plan of the City of Webster* and the City's Future Land Use Map are hereby amended by changing the land use designation from the Agricultural (County) land use designation to the Urban Residential (City) land use designation with regard to the real property which is the subject of this Ordinance as set forth herein (Attachment A ).

(b). The property which is the subject of this *Comprehensive Plan* amendment is as described in Attachment B.

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

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

**SECTION 6. CODIFICATION/INSTRUCTIONS TO CODE CODIFIER.** It is the intention of the City Council of the City of Webster, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the codified version of the City of Webster Comprehensive Plan and/or the Code of Ordinances of the City of Webster, Florida in terms of amending the Future Land Use Map of the City.

**SECTION 7. EFFECTIVE DATE** The large scale *Comprehensive Plan* amendment set forth herein shall not become effective, in accordance with Section 163.3184, *Florida Statutes*, until 31 days after the enactment of this Ordinance. If



challenged within 30 days after enactment, the small scale amendment set forth in this Ordinance shall not become effective until the State land planning agency or the Administration Council, respectively, issues a final order determining that the subject small scale amendment is in compliance with controlling State law; provided, however, that this Ordinance shall not take effect until the annexation ordinance annexing the property that is the subject of this Ordinance is final.

**PASSED AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

\_\_\_\_\_  
**Bobby Yost, Mayor**

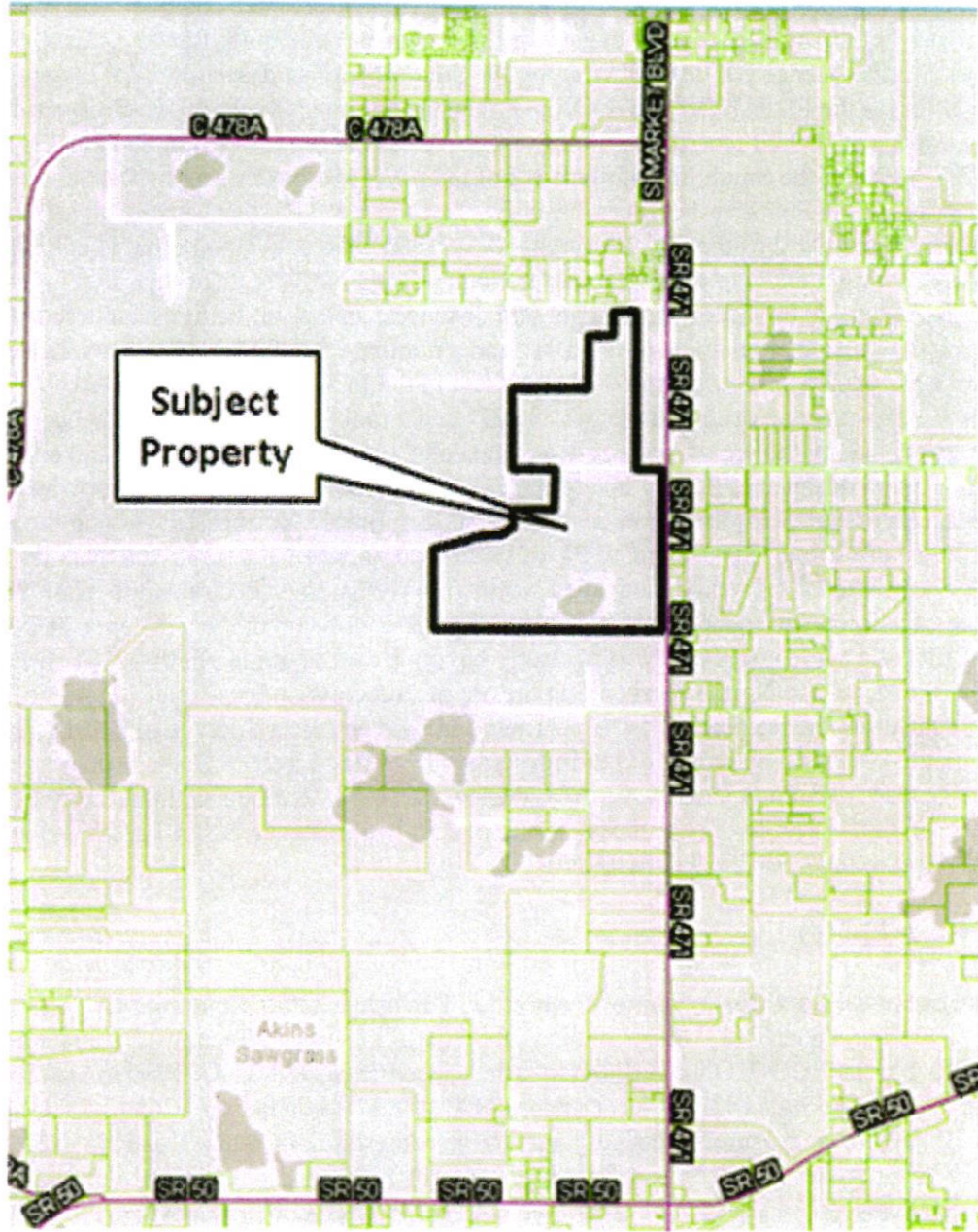
**ATTEST:**

**Approved as to form and Legality:**

\_\_\_\_\_  
**Amy Flood  
City Clerk**

\_\_\_\_\_  
**William L. Colbert  
City Attorney**

Attachment A  
Map





Attachment B  
Legal Description

Parcel A: (S12-013)

Commence at the Southeast corner of Section 12, Township 22 South, Range 22 East, Sumter County, Florida; thence N89°18'40"W along the South line of said Section 12, a distance of 1899.81 feet to the POINT OF BEGINNING; thence continue N89°18'40"W along said South line a distance of 740.00 feet, to the Southwest corner of the SE 1/4 of said Section 12; thence N 88°54'58"W along the South line of the E 1/2 of the SW 1/4 of said Section 12, a distance of 1353.49 feet to the Southwest corner of said E 1/2 of the SW 1/4; thence N00°50'33"E along the West line of said E 1/2 of the SW 1/4 a distance of 1304.81 feet to a point that is 25 feet from measured at a right angle to the centerline of County Road No. 753; thence parallel to and 25 feet from said centerline the following courses and distances; said point being on a curve concaved Northerly having a central angle of 6°40'41" and a radius of 571.00 feet; thence Northeasterly along the arc of said curve a distance of 66.55 feet to the PCC of a curve concaved Northwesterly having a central angle of 2°35'21" and a radius of 3980.00 feet; thence Northeasterly along the arc of said curve a distance of 179.85 feet to the PT of said curve; thence N70°31'37"E a distance of 218.26 feet to the PC of a curve concaved Southeasterly having a central angle of 13°28'14" and a radius of 1291.30 feet; thence Northeasterly along the arc of said curve a distance of 303.59 feet to PT of said curve; thence N83°22'35"E a distance of 363.95 feet to the PC of a curve concaved Northwesterly having a central angle of 21°30'23" and a radius of 549.63 feet; thence Northeasterly along the arc of said curve a distance of 206.31 feet to the PCC of a curve concaved Northwesterly having a central angle of 60°44'18" and a radius of 140.00 feet; thence Northeasterly along the arc of said curve a distance of 148.41 feet to the PT of said curve; thence N01°07'54"E parallel to said centerline a distance of 247.13 feet to point on the Southerly boundary of lands described in Official Record Book 1106, Page 021, Public Records of Sumter County, Florida; thence S89°17'47"E along said Southerly boundary a distance of 725.63 feet to the Southeast corner of said lands; thence S00°40'22"W a distance of 2015.84 feet to the POINT OF BEGINNING.

Parcel B: (S12-014)

Commence at the Southeast corner of Section 12, Township 22 South, Range 22 East, Sumter County, Florida; thence N89°18'40"W along the South line of said Section 12 a distance of 472.52 feet to the POINT OF BEGINNING; thence continue N89°18'40"W along said South line Section 12 a distance of 1427.29 feet; thence N00°40'22"E a distance of 2624.85 feet to a point that is 25 feet from measured at a right angle to the centerline of County Road No. 721, thence S89°21'06"E parallel to and 25 feet from said centerline of said road a distance of 1424.14 feet; thence S00°36'15"W a distance of 2625.86 feet to the POINT OF BEGINNING.

Parcel C: (S12-015)

Commence at the Southeast corner of Section 12, Township 22 South, Range 22 East, Sumter County, Florida; thence N89°18'40"W along the South line of said Section 12 a distance of 69.57

feet to the POINT OF BEGINNING, said point being on the Westerly right-of-way of State Road No. 471; thence continue N89°18'40"W along said South line of Section 12 a distance of 402.95 feet; thence N00°36'15"E a distance of 2625.86 feet to a point that is 25 feet from measured at a right angle to the centerline of County Road No. 721, thence S89°17'44"E parallel to and 25 feet from said centerline of said road a distance of 401.23 feet to the aforementioned Westerly right-of-way line; thence S00°34'00"W along said right-of-way line and 75 feet from measured at a right angle to the centerline of said road a distance of 2625.76 feet to the POINT OF BEGINNING.

Parcel D: (S12-016)

Commence at the Northeast corner of Section 12, Township 22 South, Range 22 East, Sumter County, Florida; thence N89°27'53"W along the North line of said Section 12 a distance of 472.20 feet; thence S00°36'15"W a distance a distance of 25 feet to the POINT OF BEGINNING; thence continue S00°36'15"W a distance of 2608.87 feet; to a point that is 25 feet from measured at a right angle to the centerline of County Road No. 721, thence N89°21'06"W parallel to and 25 feet from said centerline of said road a distance of 1495.01 feet; thence continue parallel to and 25 feet from said centerline and on a Westerly projection thereof N89°36'22"W a distance of 659.42 feet to a point on a Southerly projection of a 25 feet offset Easterly of the centerline of County Road No. 753; thence Northerly 25 feet from and parallel to said centerline the following courses and distances; N00°54'55"E 520.42 feet; N00°51'16"E 317.65 feet; N00°33'37"E 470.53 feet to the North line of the S1/2 of the NE 1/4 of said Section 12; thence S89°22'49"E along said North line a distance of 1304.61 feet to the Southwest corner of the NE 1/4 of the NE 1/4 of said Section 12, thence N00°36'15"E along the West line of said NE 1/4 of the NE 1/4 a distance of 905.89 fee to the South line of lands described in Official Records Book 994, Page 350, and Official Record Book 604, Page 573, Public Records of Sumter County, Florida, thence S89°27'53"E along the South line of said lands a distance of 420.00 feet to the Southeast corner of said lands in Official Record Book 604, Page 573; thence N00°36'15"E along the Easterly boundary of said lands a distance of 395.00 feet to a point that is 25 feet from measured at right angles to the North line of said Section 12, thence S89°27'53"E parallel to said North line a distance of 425.95 feet to the POINT OF BEGINNING.



**Farnsworth, Sue**

---

**From:** noreply@civicplus.com  
**Sent:** Wednesday, May 25, 2022 9:25 AM  
**To:** @Planning  
**Subject:** Online Form Submittal: Land Use Amendment and/or Rezoning Application

## Land Use Amendment and/or Rezoning Application

Please select all that apply:      Rezoning, Land Use Amendment (50 acres or more)

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(Section Break)

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### Applicant Information:

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Name of Property Owner(s):	Webster Associates Development, LLC
Address:	11649 145th Street, Jamaica, NY 11436
Owner Phone:	(352)579-1290
Email:	<i>Field not completed.</i>
Name of Agent:	New Strategy Holdings, LLC c/o Robert W. Batsel, Jr.
Address:	Gooding & Batsel, PLLC, 1531 SE 36th Avenue, Ocala, Florida 34471
Agent Phone:	(352)579-1290
Email:	rbatsel@lawyersocala.com

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(Section Break)

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### Property Information:

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Legal Description of the property (lengthy descriptions may be attached):	Please see attached Exhibit "A".
Street Address:	11612 CR 753, Webster, Florida 33597
Parcel #	S12-013; S12-014; S12-015; S12-016
Current Use:	Vacant Land

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Current Future Land Use: Agriculture (City/County)

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Current Zoning: A10C

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Requested Future Land Use: Urban Residential

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Requested Zoning: PUD

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Acreage requested: 276.7

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Reason for the request: On behalf of the owner's authorized agent, Dawson Ransome of New Strategy Holdings, LLC, we respectfully submit our Application(s) for Comprehensive Plan and Rezoning more particularly described herein. I will follow-up with Ms. Farnsworth via email and look forward to discussing the project with staff. Following this application, we will be supplementing our application with a preliminary traffic impact study and Developer's Agreement, the latter of which will include additional detail based on traffic data and staff feedback. Finally, I am acknowledging that I failed to find any information concerning applications fees and have not paid any such fees, but remain willing to do so upon request. Thank you.

Best regards,

Rob Batsel

---

Please Provide:

- - Deed or other proof of ownership
  - Signed authorization if applicant is not the land owner
  - Legal description of the area under application. (lengthy or complex legal descriptions may be required in digital/text format)
- 

Please combine your document into one file before uploading them. [Combined File - New Strategy Application Supporting Materials.pdf](#)

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All properties for which applications require public hearings before the PZSM or commission shall be posted by the applicant with plaques furnished by the director.

- Such plaques shall identify the application, the requested action, and the date, time and place of hearing.
  - Plaques shall be sufficiently conspicuous in terms of size, location, and content to provide reasonably adequate notice to potentially interested persons of the matter that will appear on the authority's agenda.
  - Such notices shall be posted at least seven (7) days prior to the first hearing at which the subject property will be considered, at locations specified by the director.
  - (Sumter County Land Development Code Sec. 13-315(a)(2).
-



By typing my name  
below under penalties of  
perjury, I declare the  
above information that I  
have given to be true and  
correct to the best of my  
knowledge and belief.

Robert W. Batsel, Jr.

---

A public hearing before the Planning Zoning Special Master (PZSM) will be scheduled once the application is found to be complete.

- We will let you know the location and time of the hearing.
  - Your appearance or authorized representative is required at this hearing.
  - Failure for you or your authorized representative's attendance will cause your application to be handled in accordance with the policy adopted in the Sumter County Land Development Code.
  - Minor Special Use Permits are decided by the PZSM.
  - Conditions of approval may be assigned to assure compatibility with the neighborhood.
  - Hearings may be postponed by the PZSM at his/her discretion.
- 

Email not displaying correctly? [View it in your browser.](#)

## **LARGE SCALE COMPREHENSIVE PLAN AMENDMENT FUTURE LAND USE MAP**

<b>CASE NO.:</b>	CP2022-0007
<b>LANDOWNER:</b>	Webster Associates Development LLC
<b>REPRESENTATIVE:</b>	Robert Batsel, Jr. for New Strategy Holdings, LLC.
<b>REQUESTED ACTION(s):</b>	Amend the future land use designation from Agriculture (Sumter County) to Urban Residential (City of Webster) on 276.7 acres MOL following annexation.
<b>PARCEL NO:</b>	S12-013; S12-014; S12-015; S12-016
<b>LEGAL DESCRIPTIONS:</b>	See Attachment A
<b>EXISTING ZONINGS:</b>	A10C (County)
<b>EXISTING USE:</b>	Agriculture (County)
<b>GENERAL LOCATION:</b>	West side of SR 471, between CR 762 and CR 774
<b><u>SURROUNDING LAND USE:</u></b>	<b><u>SURROUNDING ZONING:</u></b>
<b>NORTH:</b> Rural Residential And Agriculture	<b>NORTH:</b> Rural Residential and Agriculture
<b>SOUTH:</b> Agriculture	<b>SOUTH:</b> Rural Residential and Agriculture
<b>EAST:</b> Agriculture	<b>EAST:</b> Rural Residential and Agriculture
<b>WEST:</b> Agriculture	<b>WEST:</b> Rural Residential and Agriculture

### **CASE SUMMARY:**

The subject property is located on the west side of SR 471, south of CR 762 (Attachment B). The property was recently annexed into the City of Webster. The property currently bears a County Agricultural Future Land Use assignment. This amendment will add the property onto the City of Webster Future Land Use Map. The owner is requesting Urban Residential Future Land Use (Attachment C) to allow a residential development. The applicant has indicated they are planning a multiphase project with single-family homes and townhomes. A concurrent



rezoning request seeks a RPUD assignment. The City will be providing sanitary water and sewer service.

**CASE ANALYSIS:**

The proposed land use amendment does not demonstrate any of the characteristics of urban sprawl (Attachment D). The proposed project furthers policies in the Future Land Use Element and Housing Element. This project offers the City an opportunity to diversify and expand its residential base. The City's current housing stock is predominantly detached homes and manufactured homes. There is an existing shortage for family housing in the area. This project will help address the demand for family housing.

The proposed amendment furthers the following policies of the Unified Comprehensive Plan.

**Policy 1.2.6 Urban Residential**

The "Urban Residential" future land use category is applied to land that is primarily used for or is suitable for residential uses and residential accessory uses. Accessory uses are limited activities that are customary and incidental to residential use undertaken for the personal use and enjoyment of the residential occupant.

Secondary uses may include small-scale, neighborhood-serving commercial uses, community facilities as described in Policy 1.6.4, public schools, and parks.

- a. This land use category may be applied only to lands within the UDA;  
*The property is located within the UDA and the City of Webster.*
- b. Maximum gross density shall be 6 dwelling units per acre subject to the use of central water and sewer;  
*The development will receive central water and sewer from the City of Webster.*
- c. Multifamily dwellings and attached single-family dwellings may be located in this land use area, subject to limitations adopted by individual municipalities as contained in this comprehensive plan; and  
*The project includes both detached and attached single-family housing options.*
- d. Central water and sewer must be available for rural or agricultural land to be converted to this future land use category.  
*Central water and sewer is available. A development agreement addressing utility services is under development.*

**Objective 6.1 Housing Opportunities**

Provide adequate housing opportunities for elderly, very low-income, low-income, and moderate-income families by allowing varied types of housing including, but not limited to, single-family, multi-family, mobile homes, group home facilities, and foster care facilities.

*The proposed development will provide more housing opportunities, including both detached and attached single family homes.*

**Policy 6.1.3 Allocation of Mixture of Housing Densities and Types**

The County and Cities shall provide space for future growth and development with proposed land uses on the Future Land Use Map allowing a mixture of residential densities and housing types to increase the opportunity for future housing to accommodate different income groups, groups with special needs, and for all current and future residents.\_

*The proposed amendment will provide land for suburban residential development. The City is experiencing a high demand for family housing. This proposed project will assist in meeting that demand.*

**DEVELOPMENT SERVICES DEPARTMENT STAFF CONCLUSIONS:**

Staff deems the application sufficient and in compliance with the requirements of the City of Webster Unified Comprehensive Plan and the City of Webster Land Development Code and recommends **Approval:**



## Attachment A

### Legal Description

#### Parcel A: (S12-013)

Commence at the Southeast corner of Section 12, Township 22 South, Range 22 East, Sumter County, Florida; thence N89°18'40"W along the South line of said Section 12, a distance of 1899.81 feet to the POINT OF BEGINNING; thence continue N89°18'40"W along said South line a distance of 740.00 feet, to the Southwest corner of the SE 1/4 of said Section 12; thence N 88°54'58"W along the South line of the E 1/2 of the SW 1/4 of said Section 12, a distance of 1353.49 feet to the Southwest corner of said E 1/2 of the SW 1/4; thence N00°50'33"E along the West line of said E 1/2 of the SW 1/4 a distance of 1304.81 feet to a point that is 25 feet from measured at a right angle to the centerline of County Road No. 753; thence parallel to and 25 feet from said centerline the following courses and distances; said point being on a curve concaved Northerly having a central angle of 6°40'41" and a radius of 571.00 feet; thence Northeasterly along the arc of said curve a distance of 66.55 feet to the PCC of a curve concaved Northwesterly having a central angle of 2°35'21" and a radius of 3980.00 feet; thence Northeasterly along the arc of said curve a distance of 179.85 feet to the PT of said curve; thence N70°31'37"E a distance of 218.26 feet to the PC of a curve concaved Southeasterly having a central angle of 13°28'14" and a radius of 1291.30 feet; thence Northeasterly along the arc of said curve a distance of 303.59 feet to PT of said curve; thence N83°22'35"E a distance of 363.95 feet to the PC of a curve concaved Northwesterly having a central angle of 21°30'23" and a radius of 549.63 feet; thence Northeasterly along the arc of said curve a distance of 206.31 feet to the PCC of a curve concaved Northwesterly having a central angle of 60°44'18" and a radius of 140.00 feet; thence Northeasterly along the arc of said curve a distance of 148.41 feet to the PT of said curve; thence N01°07'54"E parallel to said centerline a distance of 247.13 feet to point on the Southerly boundary of lands described in Official Record Book 1106, Page 021, Public Records of Sumter County, Florida; thence S89°17'47"E along said Southerly boundary a distance of 725.63 feet to the Southeast corner of said lands; thence S00°40'22"W a distance of 2015.84 feet to the POINT OF BEGINNING.

#### Parcel B: (S12-014)

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S89°21'06"E parallel to and 25 feet from said centerline of said road a distance of 1424.14 feet; thence S00°36'15"W a distance of 2625.86 feet to the POINT OF BEGINNING.

Parcel C: (S12-015)

Commence at the Southeast corner of Section 12, Township 22 South, Range 22 East, Sumter County, Florida; thence N89°18'40"W along the South line of said Section 12 a distance of 69.57 feet to the POINT OF BEGINNING, said point being on the Westerly right-of-way of State Road No. 471; thence continue N89°18'40"W along said South line of Section 12 a distance of 402.95 feet; thence N00°36'15"E a distance of 2625.86 feet to a point that is 25 feet from measured at a right angle to the centerline of County Road No. 721, thence S89°17'44"E parallel to and 25 feet from said centerline of said road a distance of 401.23 feet to the aforementioned Westerly right-of-way line; thence S00°34'00"W along said right-of-way line and 75 feet from measured at a right angle to the centerline of said road a distance of 2625.76 feet to the POINT OF BEGINNING.

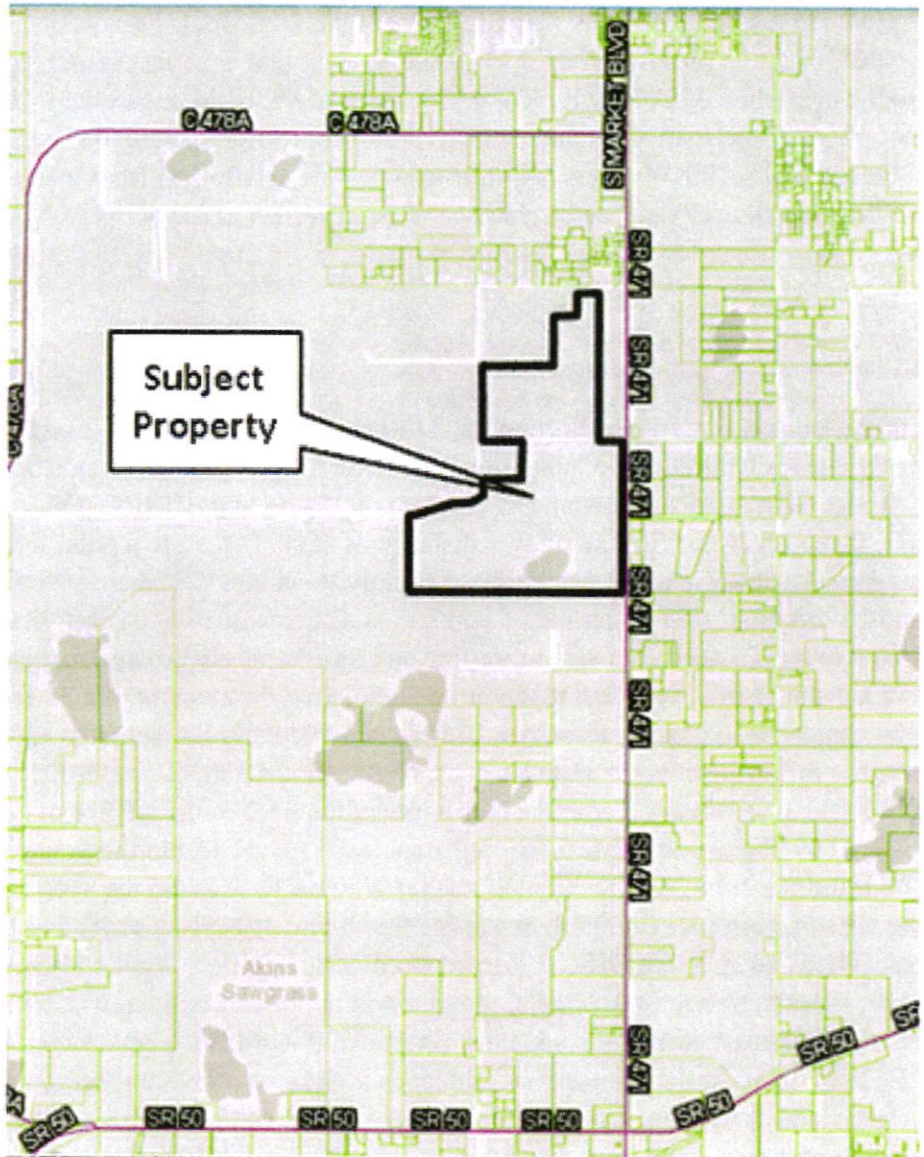
Parcel D: (S12-016)

Commence at the Northeast corner of Section 12, Township 22 South, Range 22 East, Sumter County, Florida; thence N89°27'53"W along the North line of said Section 12 a distance of 472.20 feet; thence S00°36'15"W a distance of 25 feet to the POINT OF BEGINNING; thence continue S00°36'15"W a distance of 2608.87 feet; to a point that is 25 feet from measured at a right angle to the centerline of County Road No. 721, thence N89°21'06"W parallel to and 25 feet from said centerline of said road a distance of 1495.01 feet; thence continue parallel to and 25 feet from said centerline and on a Westerly projection thereof N89°36'22"W a distance of 659.42 feet to a point on a Southerly projection of a 25 feet offset Easterly of the centerline of County Road No. 753; thence Northerly 25 feet from and parallel to said centerline the following courses and distances; N00°54'55"E 520.42 feet; N00°51'16"E 317.65 feet; N00°33'37"E 470.53 feet to the North line of the S1/2 of the NE 1/4 of said Section 12; thence S89°22'49"E along said North line a distance of 1304.61 feet to the Southwest corner of the NE 1/4 of the NE 1/4 of said Section 12, thence N00°36'15"E along the West line of said NE 1/4 of the NE 1/4 a distance of 905.89 feet to the South line of lands described in Official Records Book 994, Page 350, and Official Record Book 604, Page 573, Public Records of Sumter County, Florida, thence S89°27'53"E along the South line of said lands a distance of 420.00 feet to the Southeast corner of said lands in Official Record Book 604, Page 573; thence N00°36'15"E along the Easterly boundary of said lands a distance of 395.00 feet to a point that is 25 feet from measured at right angles to the North line of said Section 12, thence S89°27'53"E parallel to said North line a distance of 425.95 feet to the POINT OF BEGINNING.

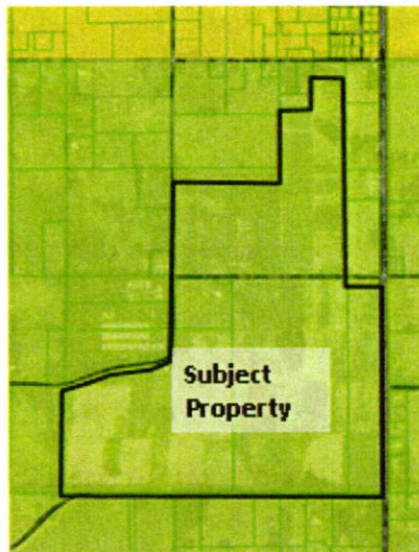


## Attachment B

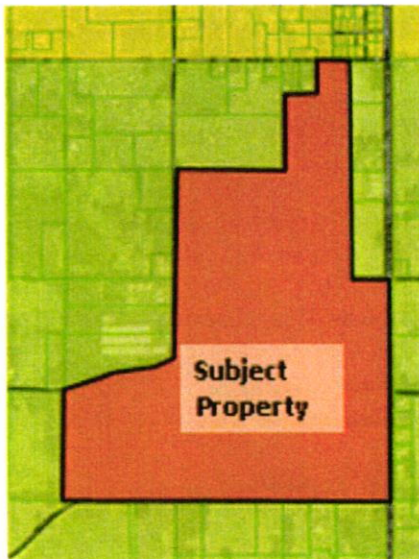
### Project Location



## Attachment C Future Land Use



Existing Future Land  
Use Designations



Proposed Future Land  
Use Designations

-  Agriculture
-  Rural Residential
-  Urban Residential



## Attachment D

### Urban Sprawl Analysis

The Community Planning Act (Florida Statutes Chapter 163) requires future land use amendments include an analysis to determine whether the proposed amendment contributes to urban sprawl. The proposed land use amendment does not display the sprawl indicators as identified in Florida Statutes Chapter 163.3177.9.a and listed below.

- I. Promotes, allows, or designates for development substantially areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses.*

The proposed project will provide multiple housing options in a compact manner..

- II. Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.*

The subject property is located in the City of Webster near developed urban areas.

- III. Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.*

The proposed development is not isolated, linear, or creating a ribbon pattern.

- IV. Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.*

The site has been heavily impacted by agricultural activity and has no significant natural resources that require protection.

- V. Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.*

The project will provide buffers and setbacks from adjacent agricultural areas.

- VI. Fails to maximize use of existing public facilities and services.*

The project will be served by public utilities.

- VII. Fails to maximize use of future public facilities and services.*

The project will be served by public utilities.

- VIII. Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.*

The project site is in the City of Webster and will not require a disproportionate increase in the cost, time, money or energy to serve.

*IX. Fails to provide a clear separation between rural and urban land uses.*

The project site is in a developing area that is becoming urbanized.

*X. Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.*

The subject property does not discourage infill or redevelopment.

*XI. Fails to encourage a functional mix of uses.*

The project does not discourage a functional mix of uses.

*XII. Results in poor accessibility among linked or related land uses.*

The project will not result in poor accessibility among related land uses.

*XIII. Results in the loss of significant amounts of functional open space.*

The project will not result in a significant loss of functional open space.

*Further, a future land use amendment is required to meet four or more criteria listed in F.S. 163.3177.9.b. The proposed land use amendment meets the following four listed criteria:*

*I. Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on that protects natural resources and ecosystems.* The proposed project will direct development to a property with little impact on protected natural resources.

*II. Promotes the efficient and cost-effective provision or extension of public infrastructure and services.* The project will be served by public utilities.

*III. Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit.* The proposed development will be walkable and will have trail access to the commercial district..

*IV. Creates a balance of land uses based upon demands of residential population for the nonresidential needs of an area.* The proposed project will improve the balance of land uses in an urbanizing area.

The proposed land use change does not demonstrate any of the characteristics of urban sprawl as defined by the applicable State Statutes.



ORDINANCE NO. 2022-11

**AN ORDINANCE OF THE CITY OF WEBSTER, FLORIDA PROVIDING FOR THE REZONING OF REAL PROPERTY TOTALING 276.7 ACRES, MORE OR LESS, IN SIZE (TAX PARCEL IDENTIFICATION NUMBERS S12-013; S12-014; S12-015; S12-016) WITHIN THE CITY LIMITS (MAP OF PROPERTY ATTACHED) TO RESIDENTIAL PLANNED UNIT DEVELOPMENT ZONING DISTRICT; PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR THE ADOPTION OF A MAP BY REFERENCE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Webster Associates Development LLC, whose mailing address is 11649 145th St, Jamaica, NY 11436 (Tax Parcel Identification Numbers S12-016, S12-013, S12-014 & S12-015), is the owner of the property which is the subject of this Ordinance; and

**WHEREAS**, the real property, totaling 276.7 acres MOL in size, is located on west side of SR 471; and

**WHEREAS**, Bindraban Sarjoo of Webster Associates Development LLC has authorized New Strategy Holdings, LLC, and Jimmy Gooding & Robert Batsel to act as his agent in connection with the land use and rezoning of the real property; and

**WHEREAS**, Robert W. Batsel, Jr. applied to the City of Webster, pursuant to the controlling provisions of State law and the Code of Ordinances of the City of Webster, to have the subject property rezoned from A10C (Agricultural - County) to the RPUD (Residential Planned Unit Development-Webster);and

**WHEREAS**, the City Council of the City of Webster, Florida has taken, as

implemented by City staff, all actions relating to the rezoning action set forth herein in accordance with the requirements and procedures mandated by State law.

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

**SECTION 1. LEGISLATIVE FINDINGS AND INTENT.**

(a). The City Council of the City of Webster hereby adopts and incorporates into this Ordinance the City staff report and City Council agenda memorandum relating to the application relating to the proposed rezoning of the subject property as well as the recitals (whereas clauses) to this Ordinance.

(b). The subject property, which is 276.7 acres MOL in size, is located on the west side of SR 471 (Tax Parcel Numbers S12-013, S12-014 & S12-015 and S12-016).

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

**SECTION 2. REZONING OF REAL PROPERTY/IMPLEMENTING ACTIONS.**

(a). Upon enactment of this Ordinance the following described property, as depicted in Attachment A and the attached Map of this Ordinance, and totaling is 276.7 acres MOL in size, shall be rezoned from A10C (County) zoning districts/classifications to RPUD zoning district/classification.

(b). The City Manager, or designee, is hereby authorized to execute any and all documents necessary to formalize approval of the rezoning action taken herein and to revise and amend the Official Zoning Map or Maps of the



City of Webster as may be appropriate to accomplish the action taken in this Ordinance.

(c). Future development shall generally conform to the conceptual plan (Attachment B). The City of Webster City Manager shall have the authority to approve modifications to the conceptual plan that do not increase the intensity of development, expand the project area, or potential create off site negative impacts to residents.

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

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

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

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

**SECTION 7. EFFECTIVE DATE** This Ordinance shall take effect immediately upon enactment; provided, however, that the rezoning of property

herein set forth shall not take effect until Ordinance Number 2022-10 relating to the Comprehensive Plan amendment becomes effective.

PASSED AND ENACTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY COUNCIL OF THE CITY  
OF WEBSTER, FLORIDA

\_\_\_\_\_  
Bobby Yost, Mayor

Approved as to form and

**ATTEST:**  
Legality:

\_\_\_\_\_  
Amy Flood  
City Clerk

\_\_\_\_\_  
William L. Colbert  
City Attorney



**Attachment A**  
**Legal Description**

**Parcel A: (S12-013)**

Commence at the Southeast corner of Section 12, Township 22 South, Range 22 East, Sumter County, Florida; thence N89°18'40"W along the South line of said Section 12, a distance of 1899.81 feet to the POINT OF BEGINNING; thence continue N89°18'40"W along said South line a distance of 740.00 feet, to the Southwest corner of the SE 1/4 of said Section 12; thence N 88°54'58"W along the South line of the E 1/2 of the SW 1/4 of said Section 12, a distance of 1353.49 feet to the Southwest corner of said E 1/2 of the SW 1/4; thence N00°50'33"E along the West line of said E 1/2 of the SW 1/4 a distance of 1304.81 feet to a point that is 25 feet from measured at a right angle to the centerline of County Road No.753; thence parallel to and 25 feet from said centerline the following courses and distances; said point being on a curve concaved Northerly having a central angle of 6°40'41" and a radius of 571.00 feet; thence Northeasterly along the arc of said curve a distance of 66.55 feet to the PCC of a curve concaved Northwesterly having a central angle of 2°35'21" and a radius of 3980.00 feet; thence Northeasterly along the arc of said curve a distance of 179.85 feet to the PT of said curve; thence N70°31'37"E a distance of 218.26 feet to the PC of a curve concaved Southeasterly having a central angle of 13°28'14" and a radius of 1291.30 feet; thence Northeasterly along the arc of said curve a distance of 303.59 feet to PT of said curve; thence N83°22'35"E a distance of 363.95 feet to the PC of a curve concaved Northwesterly having a central angle of 21°30'23" and a radius of 549.63 feet; thence Northeasterly along the arc of said curve a distance of 206.31 feet to the PCC of a curve concaved Northwesterly having a central angle of 60°44'18" and a radius of 140.00 feet; thence Northeasterly along the arc of said curve a distance of 148.41 feet to the PT of said curve; thence N01°07'54"E parallel to said centerline a distance of 247.13 feet to point on the Southerly boundary of lands described in Official Record Book 1106, Page 021, Public Records of Sumter County, Florida; thence S89°17'47"E along said Southerly boundary a distance of 725.63 feet to the Southeast corner of said lands; thence S00°40'22"W a distance of 2015.84 feet to the POINT OF BEGINNING.

**Parcel B: (S12-014)**

Commence at the Southeast corner of Section 12, Township 22 South, Range 22 East, Sumter County, Florida; thence N89°18'40"W along the South line of said Section 12 a distance of 472.52 feet to the POINT OF BEGINNING; thence continue N89°18'40"W along said South line Section 12 a distance of 1427.29 feet; thence N00°40'22"E a distance of 2624.85

feet to a point that is 25 feet from measured at a right angle to the centerline of County Road No. 721, thence S89°21'06"E parallel to and 25 feet from said centerline of said road a distance of 1424.14 feet; thence S00°36'15"W a distance of 2625.86 feet to the POINT OF BEGINNING.

Parcel C: (S12-015)

Commence at the Southeast corner of Section 12, Township 22 South, Range 22 East, Sumter County, Florida; thence N89°18'40"W along the South line of said Section 12 a distance of 69.57 feet to the POINT OF BEGINNING, said point being on the Westerly right-of-way of State Road No. 471; thence continue N89°18'40"W along said South line of Section 12 a distance of 402.95 feet; thence N00°36'15"E a distance of 2625.86 feet to a point that is 25 feet from measured at a right angle to the centerline of County Road No. 721, thence S89°17'44"E parallel to and 25 feet from said centerline of said road a distance of 401.23 feet to the aforementioned Westerly right-of-way line; thence S00°34'00"W along said right-of-way line and 75 feet from measured at a right angle to the centerline of said road a distance of 2625.76 feet to the POINT OF BEGINNING.

Parcel D: (S12-016)

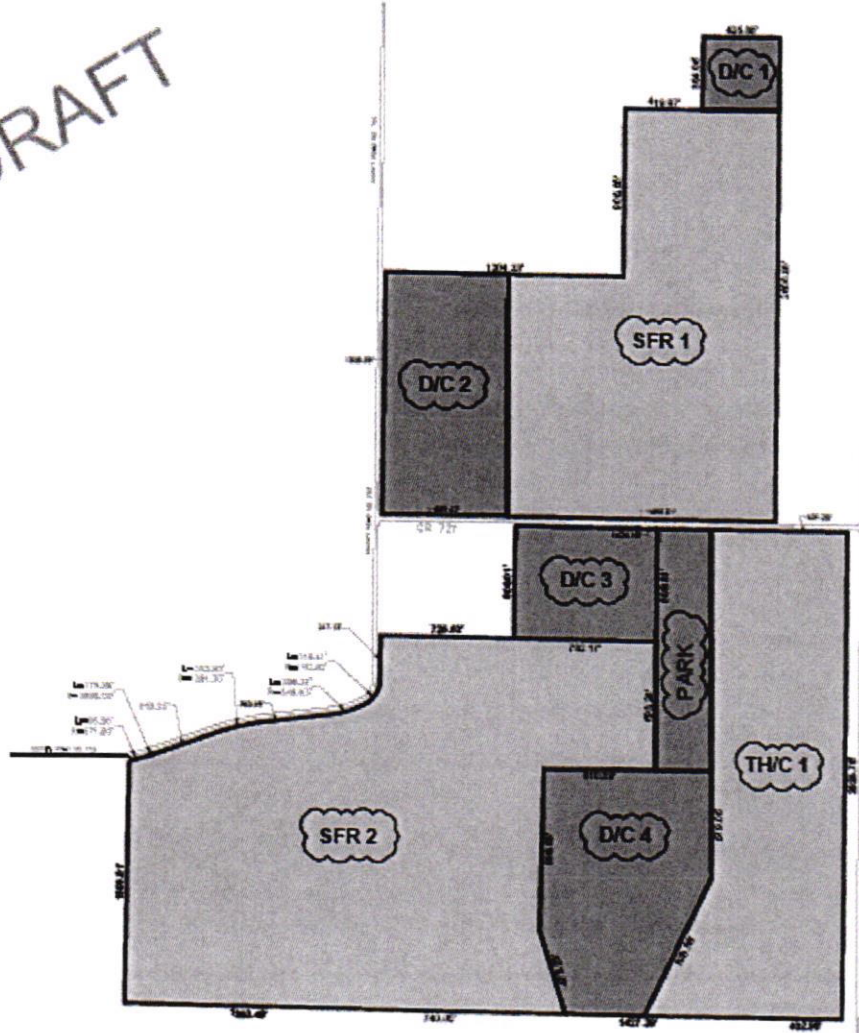
Commence at the Northeast corner of Section 12, Township 22 South, Range 22 East, Sumter County, Florida; thence N89°27'53"W along the North line of said Section 12 a distance of 472.20 feet; thence S00°36'15"W a distance a distance of 25 feet to the POINT OF BEGINNING; thence continue S00°36'15"W a distance of 2608.87 feet; to a point that is 25 feet from measured at a right angle to the centerline of County Road No. 721, thence N89°21'06"W parallel to and 25 feet from said centerline of said road a distance of 1495.01 feet; thence continue parallel to and 25 feet from said centerline and on a Westerly projection thereof N89°36'22"W a distance of 659.42 feet to a point on a Southerly projection of a 25 feet offset Easterly of the centerline of County Road No. 753; thence Northerly 25 feet from and parallel to said centerline the following courses and distances; N00°54'55"E 520.42 feet; N00°51'16"E 317.65 feet; N00°33'37"E 470.53 feet to the North line of the S1/2 of the NE 1/4 of said Section 12; thence S89°22'49"E along said North line a distance of 1304.61 feet to the Southwest corner of the NE 1/4 of the NE 1/4 of said Section 12, thence N00°36'15"E along the West line of said NE 1/4 of the NE 1/4 a distance of 905.89 feet to the South line of lands described in Official Records Book 994, Page 350, and Official Record Book 604, Page 573, Public Records of Sumter County, Florida, thence S89°27'53"E along the South line of said lands a distance of 420.00 feet to the Southeast corner of said lands in Official Record Book 604, Page 573;



thence N00°36'15"E along the Easterly boundary of said lands a distance of 395.00 feet to a point that is 25 feet from measured at right angles to the North line of said Section 12, thence S89°27'53"E parallel to said North line a distance of 425.95 feet to the POINT OF BEGINNING.

A location map of the subject properties is attached as **Map**.

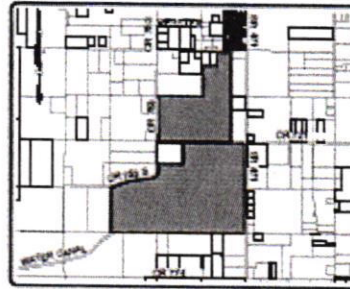
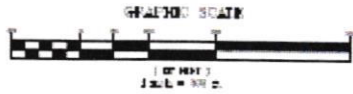
DRAFT



D5



**Attachment B**  
**Page 2**



SCALE: 1" = 100'  
NORTH: NORTH ARROW  
DATE: 12/14/10 BY: [signature]

NODE	AREA(ACRES)	UNITS PER ACRE	YIELD	LOT WIDTH (TYP.)	LENGTH (TYP.)
SFR 1	61.7	6	366	40'-50'	110'-120'
SFR 2	99.0	6	594	40'-50'	110'-120'
TH/C 1	47.5	8	376	N/A	N/A
D/C 1	3.8	N/A	N/A	N/A	N/A
D/C 2	20.4	N/A	N/A	N/A	N/A
D/C 3	10.9	N/A	N/A	N/A	N/A
D/C 4	24.4	N/A	N/A	N/A	N/A
PARK	8.9	N/A	N/A	N/A	N/A
TOTAL	276.6		1336		

**NOTE:**

1. THIS PLAN IS FOR GENERAL PLANNING PURPOSES. DESIGNATED AREAS AND YIELDS MAY VARY AFTER FINAL DESIGN.
2. DISTANCES ARE APPROXIMATE. UPDATED SURVEYS WILL BE USED FOR FINAL DESIGN.

**LEGEND:**

SFR= SINGLE FAMILY RESIDENTIAL  
TH/C= TOWNHOMES/COTTAGES  
D/C= DRAINAGE/CONSERVATION

MR. MICHAEL E. RABINOFF ARCHITECTS, INC.

10000 W. 10TH AVE. SUITE 100

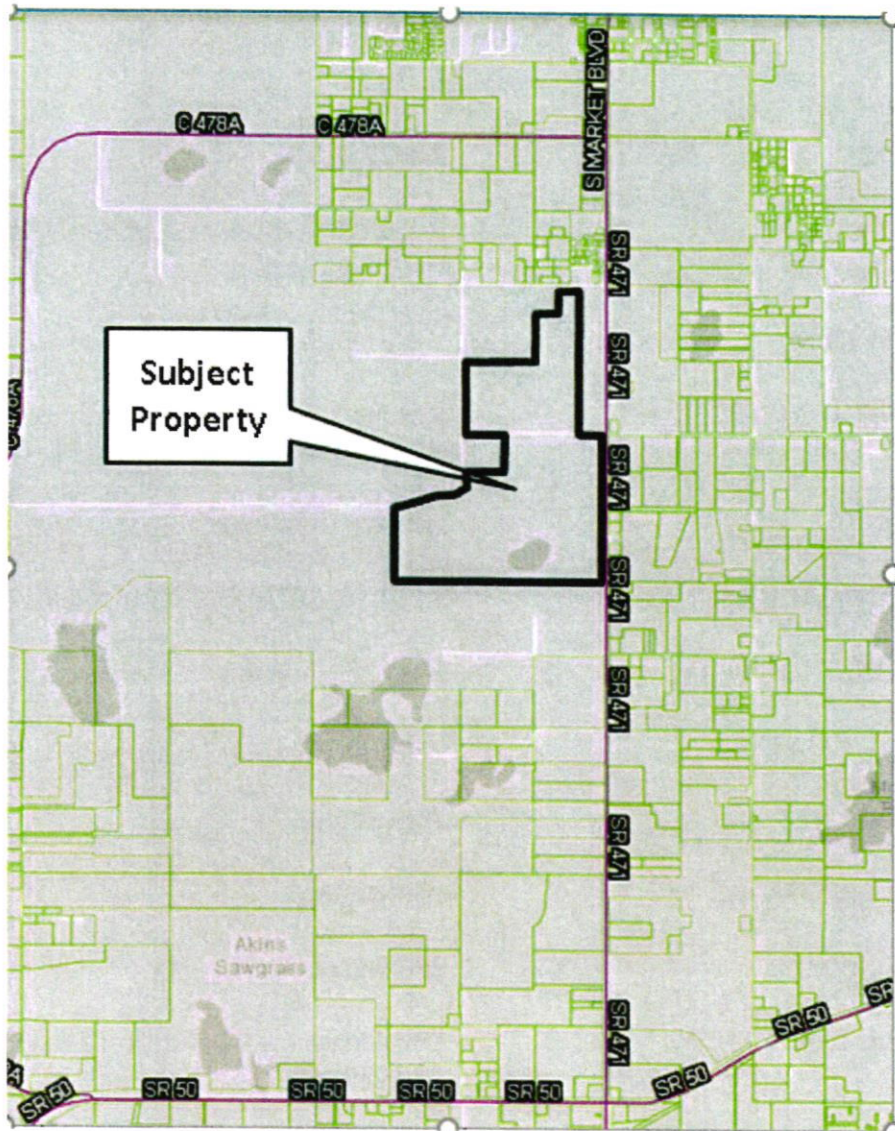
DENVER, CO 80231

TEL: 303.733.1111 FAX: 303.733.1112

DATE: 12/14/10 BY: [signature]

**Bubble Plan**

Map  
General Location of R2022-0031





**CITY OF WEBSTER LOCAL PLANNING AGENCY**  
**June 16, 2022**

**CITY OF WEBSTER CITY COUNCIL**  
**June 16, 2022**  
**July 21, 2022**

**CASE NO.:** R2022-0031

**AGENT:** Robert W. Batsel, Jr. Esq. for New Strategy Holdings, LLC

**LAND OWNER:** Webster Associates Development LLC

**REQUESTED ACTION:** Rezone 276.7 acres MOL from A10C (County) to RPUD (City) and adopt a conceptual plan of development, concurrent with CP2022-0007

**PARCEL NUMBERS:** S12-016, S12-013, S12-014 & S12-015

**LEGAL DESCRIPTION:** See Attachment 1

**EXISTING ZONING:** WMPD

**EXISTING USE:** Agriculture

**FUTURE LAND USE:** Agriculture

**PARCEL SIZE:** 276.7 acres MOL

**GENERAL LOCATION:** Located on the west side of SR 471 (Attachment 2)

**SURROUNDING ZONING DESIGNATIONS AND USES:**

The subject property is located in an agricultural and rural residential area along SR 471. Parcels surrounding the property are in the unincorporated County and bear zoning assignments of A10C, RR5/RR5C, and RR1/RR1C. One parcel fronting on SR 471 is zoned CH (Heavy Commercial). The property is one half mile from public facilities including a library, fire station, and public elementary school. Webster commercial district is less than one mile north of the subject site. The surrounding area is rural and residential in nature.

**CASE SUMMARY AND ANALYSIS:**

The applicant is requesting to rezone 276.7 acres from A10C (County) to RPUD (City) following annexation into the City of Webster. This request is concurrent with large scale comprehensive plan amendment CP2022-0007.

The proposed conceptual plan (Attachment 3) provides a mixture of single family detached housing and attached housing (townhouses/cottages) with a central open space/drainage feature. Development will be phased according to market demand. The proposed conceptual plan is consistent with the requested zoning assignment and the requested Urban Residential future land use assignment.

This application is concurrent with a future land use amendment to Urban Residential. The project will be served by City utility service. A development agreement addressing utilities and general development pattern is underway. Future development of the property will be governed by the development agreement and the conceptual plan of development.

**DEVELOPMENT SERVICES DIVISION STAFF CONCLUSIONS:**

Staff deemed the application sufficient and in compliance with the minimum requirements of the City of Webster Land Development Code and Unified Comprehensive Plan and recommends approval with the following conditions:

1. Development shall generally conform to the conceptual plan approved by the Webster City Council as part of this application.
2. The Webster City Manager shall have the authority to approve modifications to the conceptual plan that do not increase the intensity of development, expand the project area, or potentially create off site negative impacts to residents.
3. The project shall utilize centralized water and sanitary sewer service. The Developer shall enter into a service agreement or Development Agreement with the City of Webster addressing the provision of these utility services.
4. A Transportation Impact Analysis (TIA) addressing potential impacts to Sumter County maintained roads shall be submitted and approved prior to approval of site development/engineering plans for the first phase of the project. Improvements to County maintained roads shall be addressed and formalized through a mitigation agreement with Sumter County, if required by the County, after TIA concurrence.
5. Provision of water and sanitary sewer services shall be addressed with the City of Webster in a utility service agreement or development agreement prior to approval of site development/engineering plans for the first phase of the project.
6. The conceptual plan shall expire in ten years if development of the first phase has not been permitted.



**Attachment 1**  
**Legal Description**

**Parcel A: (S12-013)**

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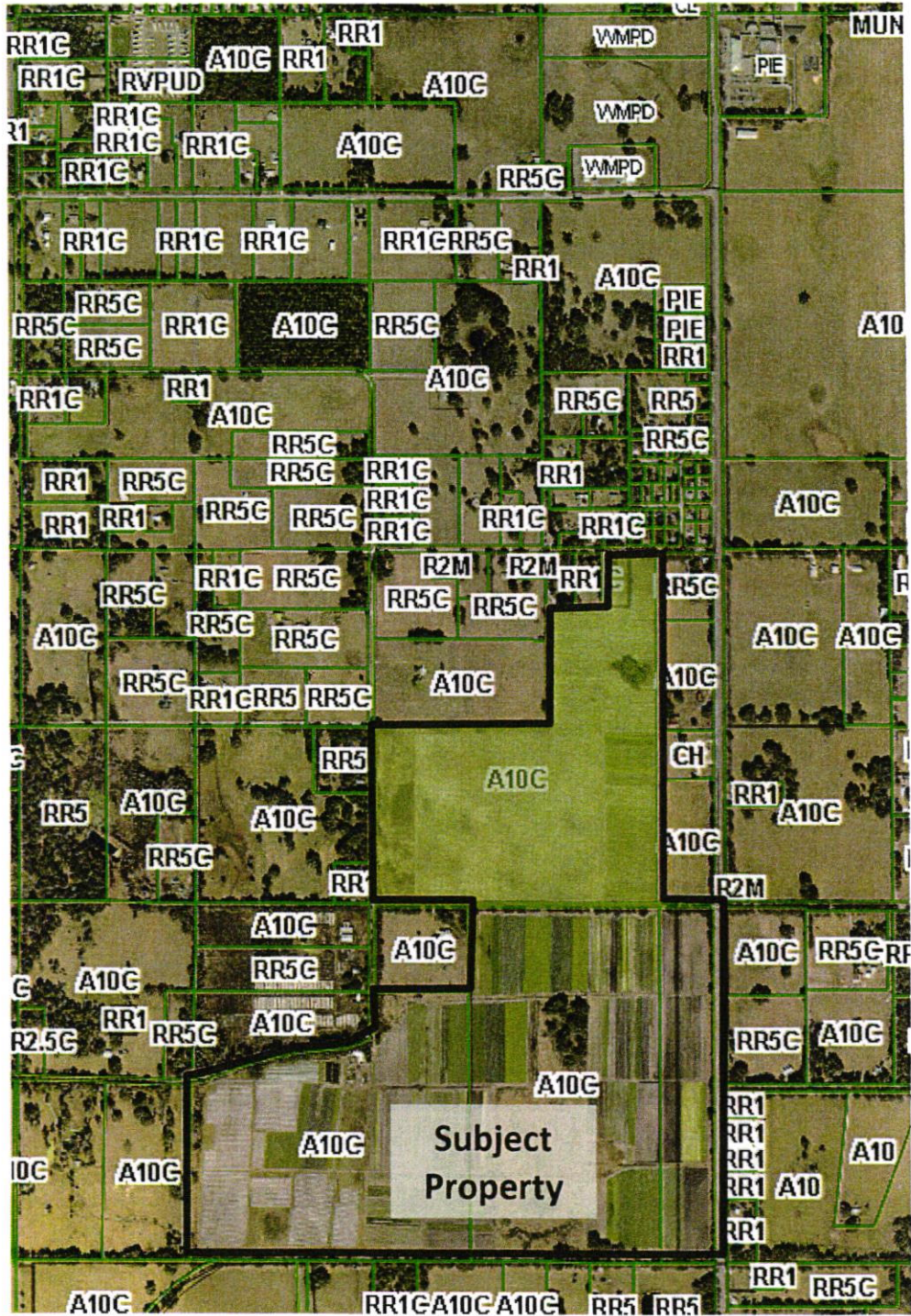
Parcel D: (S12-016)

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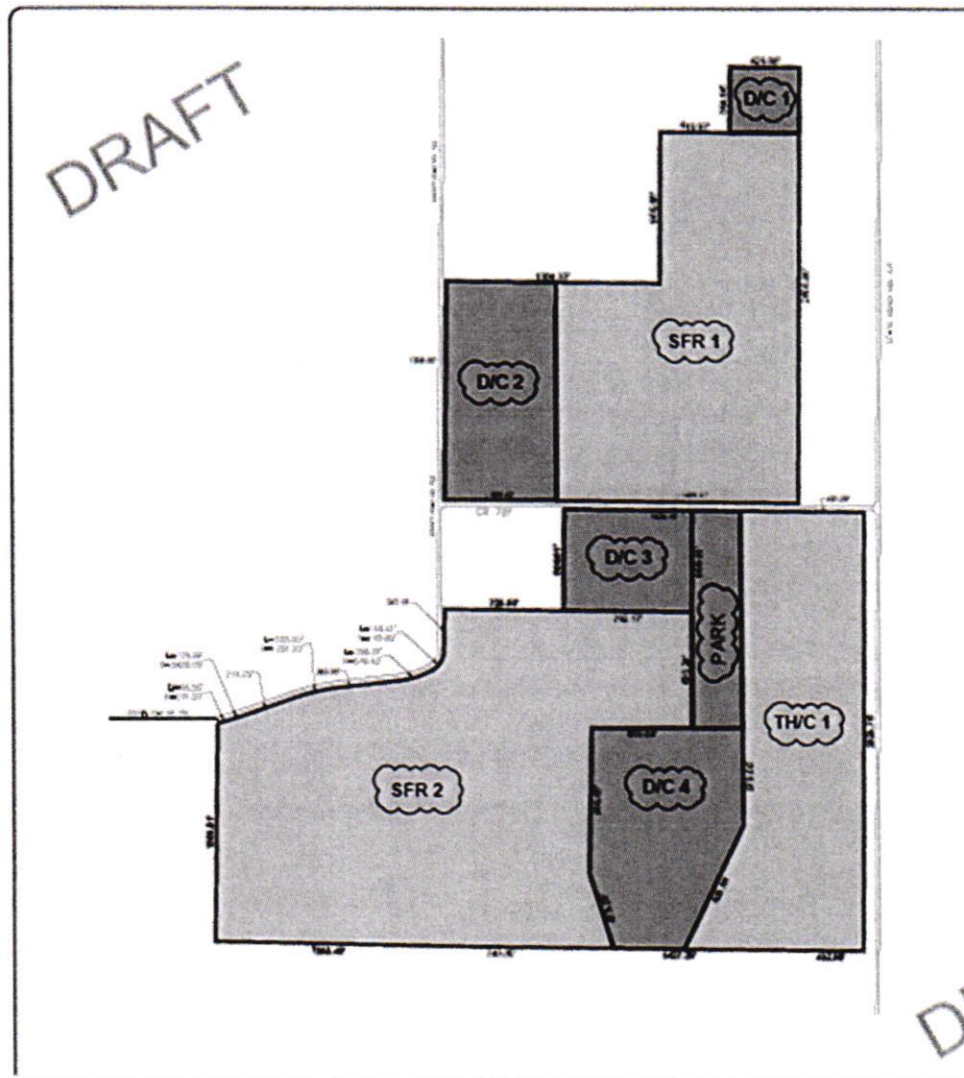


## Attachment 2

### Location and Existing Zoning Map



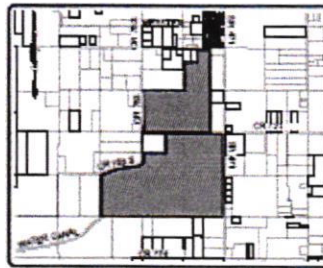
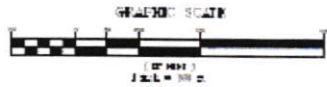
## Attachment 3 Conceptual Plan





# Attachment 3

## Page 2



LOCATION MAP  
SCALE: 1\"/>

NODE	AREA(ACRES)	UNITS PER ACRE	YIELD	LOT WIDTH (TYP.)	LENGTH (TYP.)
SFR 1	61.7	6	366	40'-50'	110'-120'
SFR 2	99.0	6	594	40'-50'	110'-120'
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D/C 3	10.9	N/A	N/A	N/A	N/A
D/C 4	24.4	N/A	N/A	N/A	N/A
PARK	8.9	N/A	N/A	N/A	N/A
TOTAL	276.6		1336		

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2. DISTANCES ARE APPROXIMATE. UPDATED SURVEYS WILL BE USED FOR FINAL DESIGN.

### LEGEND:

SFR= SINGLE FAMILY RESIDENTIAL  
TH/C=TOWNHOMES/COTTAGES  
D/C=DRAINAGE/CONSERVATION

PROJECT NAME		PROJECT NUMBER	
SHEET NUMBER		DATE	
DRAWN BY		CHECKED BY	
APPROVED BY		SCALE	
MWR METRO-WEST REGIONAL WATER REUSE AUTHORITY			
PROJECT: WATER REUSE CONCEPT SHEET: Bubble Plan			

**From:** noreply@civicplus.com  
**Sent:** Wednesday, May 25, 2022 9:25 AM  
**To:** @Planning  
**Subject:** Online Form Submittal: Land Use Amendment and/or Rezoning Application

## Land Use Amendment and/or Rezoning Application

Please select all that apply:                      Rezoning, Land Use Amendment (50 acres or more)

(Section Break)

### Applicant Information:

Name of Property Owner(s):	Webster Associates Development, LLC
Address:	11649 145th Street, Jamaica, NY 11436
Owner Phone:	(352)579-1290
Email:	Field not completed.
Name of Agent:	New Strategy Holdings, LLC c/o Robert W. Batsel, Jr.
Address:	Gooding & Batsel, PLLC, 1531 SE 36th Avenue, Ocala, Florida 34471
Agent Phone:	(352)579-1290
Email:	rbatsel@lawyersocala.com

(Section Break)

### Property Information:

Legal Description of the property (lengthy descriptions may be attached):	Please see attached Exhibit "A".
Street Address:	11612 CR 753, Webster, Florida 33597
Parcel #	S12-013; S12-014; S12-015; S12-016
Current Use:	Vacant Land



Current Future Land Use:	Agriculture (City/County)
Current Zoning:	A10C
Requested Future Land Use:	Urban Residential
Requested Zoning:	PUD
Acreage requested:	276.7
Reason for the request:	<p>On behalf of the owner's authorized agent, Dawson Ransome of New Strategy Holdings, LLC, we respectfully submit our Application(s) for Comprehensive Plan and Rezoning more particularly described herein. I will follow-up with Ms. Farnsworth via email and look forward to discussing the project with staff. Following this application, we will be supplementing our application with a preliminary traffic impact study and Developer's Agreement, the latter of which will include additional detail based on traffic data and staff feedback. Finally, I am acknowledging that I failed to find any information concerning applications fees and have not paid any such fees, but remain willing to do so upon request. Thank you.</p> <p>Best regards,</p> <p>Rob Batsel</p>

Please Provide:

- 
- Deed or other proof of ownership
- Signed authorization if applicant is not the land owner
- Legal description of the area under application. (lengthy or complex legal descriptions may be required in digital/text format)

Please combine your document into one file before uploading them. [Combined File - New Strategy Application Supporting Materials.pdf](#)

All properties for which applications require public hearings before the PZSM or commission shall be posted by the applicant with plaques furnished by the director.

- Such plaques shall identify the application, the requested action, and the date, time and place of hearing.
- Plaques shall be sufficiently conspicuous in terms of size, location, and content to provide reasonably adequate notice to potentially interested persons of the matter that will appear on the authority's agenda.
- Such notices shall be posted at least seven (7) days prior to the first hearing at which the subject property will be considered, at locations specified by the director.
- (Sumter County Land Development Code Sec. 13-315(a)(2).

By typing my name  
below under penalties of  
perjury, I declare the  
above information that I  
have given to be true and  
correct to the best of my  
knowledge and belief.

Robert W. Batsel, Jr.

---

A public hearing before the Planning Zoning Special Master (PZSM) will be scheduled once the application is found to be complete.

- We will let you know the location and time of the hearing.
  - Your appearance or authorized representative is required at this hearing.
  - Failure for you or your authorized representative's attendance will cause your application to be handled in accordance with the policy adopted in the Sumter County Land Development Code.
  - Minor Special Use Permits are decided by the PZSM.
  - Conditions of approval may be assigned to assure compatibility with the neighborhood.
  - Hearings may be postponed by the PZSM at his/her discretion.
- 

Email not displaying correctly? [View it in your browser.](#)



Interlocal Agreement  
Between  
The City of Webster (the "City"), a political subdivision of the State of Florida  
and the  
Florida Governmental Utility Authority (the "FGUA"), a legal entity and  
public body created by interlocal agreement pursuant to Section  
163.01(7) Florida Statutes  
for management of the evaluation of and financial analysis of water and wastewater  
utilities.

---

This interlocal agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_ 2022, by and between The City of Webster, Florida (the "City"), a political subdivision of the State of Florida, and the Florida Governmental Utility Authority (the "FGUA" or "Authority"), a legal entity and public body created by interlocal agreement pursuant to Section 163.01(7), Florida Statutes.

**WITNESSETH:**

**WHEREAS**, the City has expressed interest in the purchase of Jumper Creek Utility Company ("Utility") with a corporate address at 4939 Cross Bayou Blvd, New Port Richey, FL 34652 with a water (PWS ID# 6605002) and wastewater (WW Permit# FL 33597) utility system address at SE 7<sup>th</sup> St., Webster, FL 33597, a privately-owned utility regulated by the Florida Public Service Commission certificates 667-W & 507-S, and

**WHEREAS**, the City expressed interest in FGUA management of the evaluation of and the potential acquisition of the Utility, assisting in transition of the Utility to public ownership, and oversee or assist in the development of financing strategies associated with the acquisition, and

**WHEREAS**, the City desires to obtain professional management and financial analysis services, and

**WHEREAS**, the FGUA contractors possess the unique experience and expertise to provide the City with water and wastewater utility rate and financial analysis services, including system valuation, as well as facility and asset condition assessment and estimating capital and operational improvement requirements as needed.

**NOW, THEREFORE**, the parties hereto agree as follows:

**SECTION 1. Incorporation.** The above recitals are true and correct and are hereby incorporated herein by reference.

**SECTION 2. Scope of Services.**

**A. Summary of Services to be Rendered**

The FGUA will perform the "Scope of Services" set forth in Attachment A, which is incorporated herein by reference, to assist the City through managing the evaluation of and the potential acquisition of the Utility by the City pursuant to individual work authorizations from the City Manager or City Council per City policy. As a special purpose government focused solely on the management, operation, maintenance, and improvement of water and wastewater services, the FGUA will utilize the services of various contractors under contract with the FGUA, as needed, who possess the necessary skills and expertise to provide relevant portions of the Scope of Services in a professional and workmanlike manner. These contractors include, but are not limited to, a pool of consulting

engineering firms selected in accordance with State Law, Government Services Group, Inc. ("GSG"), Raftelis Financial Consultants, Inc. ("Raftelis") and Nabors, Giblin Nickerson (NGN) law firm. GSG will provide the overall project management. The scope of services is more fully described in Attachment A attached herewith. The FGUA and its contractors will exercise the same degree of care, skill, and diligence in the performance of the Scope of Services as is provided by a professional of like experience, knowledge, and resources, under similar circumstances.

#### **B. City Responsibilities**

For the FGUA to complete the Scope of Services, the City agrees to assist the FGUA in securing all data, plans and related information it may have at its disposal concerning the potential acquisition of the Utility required in Attachment A, Scope of Services (Phase 1 activities) Raftelis. The City shall also provide to the FGUA all available community planning information, including but not limited to estimated utility customer demand forecasts consistent with its comprehensive plans and financial information for grant and loan applications which may assist the potential acquisition of the Utility.

### **SECTION 3. Compensation.**

#### **A. Fees**

1. The City shall pay the FGUA for Raftelis Financial Consultants services a fixed fee for Phase 1 activities of \$22,900 and for Project Management services, a fee equal to five percent (5%) of the estimated phase 1 project cost \$1,145 as reflected in Attachment B. Additional services requested by the City shall pay FGUA on an hourly basis at the FGUA adopted hourly rates reflected in Attachment C, unless otherwise negotiated with the City.

#### **B. Costs**

In addition to fees specified above, expenses incurred in the provision of the Scope of Services will be reimbursed by the City to the FGUA, including, but not limited to copy costs, long distance telephone costs, and express mail costs. Travel expenses, to the extent required, will be reimbursed in accordance with the provisions governing the travel of public officers and employees contained in Section 112.061, Florida Statutes and attachment C.

#### **C. Payment**

Where required the FGUA will provide an itemized statement outlining the services rendered and costs incurred to the City on a monthly basis for fees and costs incurred the previous month as required by individual project work authorizations. When compensation is based upon fixed fee project percentage values or negotiation, invoices shall be submitted monthly in accordance with work authorizations. All invoices shall be paid in accordance with the Florida Prompt Payment Act.

### **SECTION 4. Schedule.**

#### **A. Timing.**

The Scope of Services will be substantially completed in accordance with individual project schedules on a per phase basis as mutually agreed upon by the City and the FGUA

#### **B. Uncontrollable Forces**

The FGUA shall not be in default of this agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which



results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

## **SECTION 5. Records.**

### **A. Public Records**

The FGUA and the City shall comply with public records laws embodied in Chapter 119, Florida Statutes, and specifically shall:

1. Keep and maintain public records required by the City or the FGUA to perform the Scope of Services described herein.
2. Upon request from the other party provide any requested public records or allow the requested records to be inspected or copied within a reasonable time by the other party.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term, and thereafter.
4. Transfer, at no cost, all public records in possession of the other party upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided upon request from the other party, in a format that is compatible with the information technology systems of that party. If the FGUA keeps and maintains public records upon the conclusion of this Agreement, the FGUA shall meet all applicable requirements for retaining public records that would apply to the City.
5. If either party does not comply with a public record request related to the Scope of Services, that failure shall be treated as breach of this Agreement and the contract provisions shall be enforced accordingly. Additionally, if either party fails to provide records when requested, they may be subject to penalties under Section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

**IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE CITY AT 352-793-2073, [dnaugler@websterfl.com](mailto:dnaugler@websterfl.com), 85 East Central Ave, Webster FL 33597, OR FOR THE FGUA AT (407)-629-6900, [lduckworth@govmserv.com](mailto:lduckworth@govmserv.com), 280 Wekiva Springs Road, Suite 2070, Longwood, FL 32779**

**SECTION 6. Miscellaneous Provisions.**

**A. Notice/Project Manager**

The project manager for the FGUA will be Stephen M. Spratt, System Manager. The project manager for the City shall be Deanna Naugler, City Manager. All notices and correspondence shall be addressed as follows:

**City of Webster**  
**Deanna Naugler, City Manager**  
City of Webster  
85 East Central Ave  
Webster, FL 33597

**FGUA**  
**Stephen M. Spratt, System Manager**  
**Government Services Group, Inc.**  
Longwood, FL 32779

**B. Severability**

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

**C. Termination**

This Agreement may be terminated by either party for convenience upon thirty (30) days' prior written notice to the other party. This Agreement may be terminated by either party immediately upon written notice to the other party in the event of the substantial failure of that party to perform in accordance with the terms of this Agreement. Unless the FGUA is in breach of this Agreement, the FGUA shall be paid for services rendered through the date of termination.

**D. Entirety of Agreement**

The City and the FGUA agree that this Agreement sets forth the entire Agreement between the parties related to the matters contained with the Scope of Services, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the City and FGUA pertaining to the Scope of Services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered except by written instrument executed by the parties hereto.

**E. Filing**

This Interlocal Agreement shall be filed with the Clerk of the Circuit Court of the City of Webster and with the Clerk of the Circuit Court of Sumter County.

**IN WITNESS WHEREOF**, the City and the FGUA have caused this Interlocal Agreement to be duly executed and entered into on the date first above written.

FLORIDA GOVERNMENTAL UTILITY AUTHORITY

By:

Its: \_\_\_\_\_

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



Attest:

Clerk

Date:.....

CITY OF WEBSTER, FLORIDA

By:

Its: Mayor

Date:

Attest:

Clerk

Date:.....

**ATTACHMENT A**

**FLORIDA GOVERNMENTAL UTILITY AUTHORITY**

**AGREEMENT TO PROVIDE UTILITY AND FINANCIAL**

**PROFESSIONAL SERVICES**

**EVALUATION OF**

**JUMPER CREEK UTILITY COMPANY**

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**SCOPE OF SERVICES**

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**General**

The City of Webster (the "City") has expressed an interest in the purchase of Jumper Creek Utility Company ("Utility") with a corporate address at 4939 Cross Bayou Blvd, New Port Richey, FL 34652 with a water (PWS ID# 6605002) and wastewater (WW Permit# FL 33597) utility system address at SE 7<sup>th</sup> St., Webster, FL 33597, a privately-owned utility regulated by the Florida Public Service Commission certificates 667-W & 507-S. To accomplish this objective, the City has expressed an interest in having the Florida Governmental Utility Authority (the "FGUA") manage the evaluation of and the potential acquisition of the Utility, assisting in transition of the Utility to public ownership, and oversee or assist in the development of financing strategies associated with the acquisition. Based on our discussions with the System Manager for the FGUA, Government Services Group, Inc. ("System Manager") and due to the uncertainty of the services that may be required for the transaction, if any, it is proposed that the scope of services will be conducted in phases as summarized below (collectively, referred to as the "Project"):

- Phase 1 – Preliminary Evaluation of Reasonable Purchase Price
- Phase 2 – Financial Due Diligence Evaluation and Initial Funding Plan
- Phase 3A – Prepare Disclosure Report for Financing of Utility Acquisition
- Phase 3B – Assist System Manager in Development of Rate Tariff

This Work Authorization only addresses the Phase 1 activities as delineated above. Any services to be provided by Raftelis Financial Consultants, Inc. ("Raftelis") will be considered as an additional service and contracted separately.

**Scope of Services (Phase 1 activities)**

The following is the tasks to be performed for the Phase 1 component of the Project:

1. Data Acquisition and Review – Raftelis will obtain available information from the City, Company, and the FGUA to assist with preparing the financial evaluation in support of the potential acquisition of the System. The data collection and review efforts will represent, in part, a discovery of information to identify financial issues regarding the potential acquisition and to assist the FGUA in developing a final negotiating strategy with respect to the determination of terms associated with the potential acquisition of the utility. The information to be compiled will include, but not be limited to, the following:



- a. Detailed Utility customer billing information for the most recently completed three to five fiscal years and year-to-date for the System to identify customers served, billed water and wastewater flows and service statistics and to validate rate revenues.
  - b. Annual Reports submitted to the Florida Public Service Commission “(FPSC”) and corresponding financial, and statistical information for the Utility and similar detailed information to support the evaluation of fixed assets, utility revenue, operating expenses, and available funds of the Utility.
  - c. Capital improvement plans and programs based on current County capital plans and information as provided by the Company or the consulting engineers for the FGUA project team.
  - d. U.S. Water Corporation, Inc. Operations and Customer Service contracts, developer or service agreements, and other contracts and agreements,
  - e. Current utility rate resolutions and customer service policies applicable to the Utility.
  - f. Copies of facility permits, monthly finished water as reported by the Company to the Florida Department of Environmental Protection (“FDEP”) and corresponding master plans, capital improvement plans, or other similar documents and reports; and
  - g. Other information as may be required to perform financial review / projections on behalf of the City and the FGUA.
2. Financial Evaluation – Raftelis will perform the following analyses of the System associated with the development of a financial analysis the debt capacity and comparable sales methods.
- a. Customer Statistics / Revenue Proof – Based on data availability, Raftelis will perform a rate revenue proof of the System to verify the customers served, water and wastewater sales or billing units, and evaluate other factors such as bills rendered by usage threshold for Fiscal Years 2020 and 2021 or based on the best available information.
  - b. Historical Trend Analysis – In order to evaluate trends in operations and capital expenditures, Raftelis will prepare a historical operating results summary (not-to-exceed three years based on data availability) to compile trends in the System operating revenues and expenses. With respect to the expense analysis and based on data availability, the analysis will be prepared on a functionalized basis (e.g., treatment, customer service, etc.). The results of the analysis will be used to identify changes in revenues and expenses and provide an additional basis for the financial projections prepared for the continued financial due diligence activities.

- c. Financial Evaluations – Based on data availability, Raftelis will prepare a “desk-top” financial evaluation for the System. The financial evaluation will include: i) a review of the general financial position as contained in the Annual Reports submitted to the FPSC as well as other information obtained by Raftelis during the financial evaluation process; ii) the preparation of a financial evaluation which considers the review of the earnings potential of the owners of the Utility, the assets in service and Utility-owner equity investment, iii) a limited replacement cost-new-less-depreciation trend analysis based on available data and rate base multiple summary; iv) the preparation of a limited comparable sales analyses based on information currently available to Raftelis; and v) a debt capacity analysis under public ownership which may also identify potential change in rate revenues necessary to fully fund the acquisition plan of the City. Assumptions regarding the cost of to operate the System, capital deficiencies, and requirements and costs related to capital financing will be provided by the FGUA evaluation team.
3. Preliminary Range of Cost of Acquisition – Based on the financial evaluation based on information provided by the Company, City and FGUA, Raftelis will estimate a potential range in the cost of acquisition (potential sales price).
4. Financial Analysis Report – Raftelis will prepare a technical memorandum or report presenting our analyses, evaluations, and assumptions for consideration by the City and the FGUA. The report will discuss the assumptions and information relied upon in the evaluation of the estimated preliminary range of value of the System.
5. Presentation of Results to City – Raftelis will prepare a presentation document summarizing the assumptions and analyses used in the development of the financial evaluation of the System on behalf of the City. The scope assumes that Raftelis will attend a meeting before the City Administration or City Council to present our findings relative to the financial evaluation.
6. Meetings – During the course of this phase of the project, Raftelis has recognized the attendance of several meetings / teleconference sessions with the City and the FGUA evaluation team to review information, evaluate results, and present findings. For the purposes of this scope of services, Raftelis has assumed the attendance of: i) one (1) on-site meeting to review data and discuss issues and management operations contracts; and ii) one (1) on-site meeting to assist in the presentation of the acquisition findings to the City Administration or the City Council. The scope recognizes the attendance of two (2) off-site virtual meetings to review assumptions, preliminary forecast results and documents with the City and the FGUA evaluation team during the development of our financial evaluations. The following is a summary of the on-site and off-site meetings recognized in the scope of services:

	<u>No. of Meetings</u>
Review Compiled Information / Kick-Off (On-site Meeting)	1
Attend City Administration / City Council Presentation of Findings (On-site Meeting)	1
Total Number of On-site Meetings Recognized	2
On-Going Project Meetings (Virtual Off-site Meetings)	2



For the purposes of determining the contract budget: i) an allowance of six (6) hours per on-site meeting, which would include preparation, travel, and attendance; and ii) an allowance of two (2) hours per off-site telecommunication meeting for the identified Raftelis project team members have been recognized.

For the purposes of this scope of services, attendance of teleconference meetings / discussions will be considered as a meeting for the determination of the total number of meetings attended. The attendance of any additional meetings above what has been assumed in this scope of services may be considered as an additional service.

### **Additional Services**

This engagement is intended to assist the City and FGUA evaluation team in the development of a utility acquisition strategy for the System. During the engagement and based on the proceedings of the acquisition process, Raftelis may be requested to perform additional services on behalf of the City. Examples of such additional services shall include, but not be limited to, the following:

1. Performance of the Phase 2, 3A, and 3B work activities as identified in this scope of services.
2. Attendance of meetings in addition to what is contemplated in the scope of services as delineated above.
3. Providing testimony or serving as an expert witness with respect to the acquisition of System.
4. Providing additional or ongoing financial due diligence activities after substantial completion of the financial evaluation in response to negotiations with the County regarding the System transaction or due to delays beyond the anticipated completion date of the project that are not due to Raftelis.
5. Preparing a bond feasibility disclosure report or assisting in the development of an application for a loan agreement to secure financing for the acquisition of the Utility and / or the capital improvement plan developed as part of the acquisition process and/or for the development of the wastewater service extension program.

To the extent additional services are performed by Raftelis for this Project but the total cost of the study, including the additional services, does not exceed the FGUA budgeted cost for services as delineated in this Work Authorization, no additional services will be billed to the FGUA on behalf of the City.

**(Remainder of page intentionally left blank))**

## ATTACHMENT B

### Composition of Fee Detail

#### CITY OF WEBSTER FOR MANAGEMENT OF THE EVALUATION OF AND FINANCIAL ANALYSIS OF JUMPER CREEK UTILITY COMPANY WATER AND WASTEWATER UTILITY

Attachment A, Scope of Services (Phase 1 activities) Raftelis	\$22,900
FGUA Administrative Cost (5%)	<u>\$ 1,145</u>
Total Phase 1	\$24,045

(Remainder of page intentionally left blank)



## ATTACHMENT C

### CONSULTING SERVICES FOR ASSISTING THE CITY OF WEBSTER FOR MANAGEMENT OF THE EVALUATION OF AND FINANCIAL ANALYSIS OF WATER AND WASTEWATER UTILITIES

#### DIRECT LABOR HOURLY RATES

Project Team Firm and Title	Direct Labor Hourly Rates *
<b>Government Services Group, Inc.</b>	
Project/Operations Coordinator	\$96.00
Regional Manager	\$185.00
Accountant	\$128.00
Senior Inspector	\$120.00
Inspector	\$81.00
Engineer Support	\$153.00
Admin Assistant/Account Clerk	\$74.00
Community Service Representative	\$111.00
Board Clerk	\$105.00
Senior Management	\$258.00
System Manager/Asst Sys Manager	\$308.00
<b>Legal Services- Nabors, Giblin, Nickerson</b>	
Partners	\$275.00
Associates	\$250.00
<b>Raftelis Financial Consultants, Inc.</b>	
Executive Vice President	\$217.00
Vice President/Senior Manager	\$177.00
Managing Consultant	\$160.00
Supervising Consultant	\$145.00
Senior Consultant	\$130.00
Rate Consultant	\$120.00
Consultant	\$109.00
Senior Rate Analyst	\$98.00
Rate Analyst	\$88.00
Analyst	\$78.00
Assistant Analyst	\$68.00
Administrative	\$62.00

[\*] Direct labor hourly rates effective twelve months after the date of execution of the Agreement; rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index - Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties.

(Remainder of page intentionally left blank)

# STANDARD COST RATES

Expense Description	Standard Cost Rates [I]
Mileage Allowance	IRS Standard Mileage Rate
Reproduction (Black and White) (In-	\$0.05 per Page
House) Reproduction (Color) (In-	\$0.25 per
House) Reproduction (Contracted)	Page
Telephone Charges	Actual
Delivery Charges	Cost
Lodging/Other Travel Costs	Actual Cost
	Per State Statute
Meals	Not-to-Exceed per FGUA Employee:
	\$8.00 Breakfast
	\$12.00 Lunch
	\$25.00 Dinner
Subconsultant Services	Actual Cost plus 5%

(Remainder of page intentionally left blank)



**AGREEMENT BETWEEN THE CITY OF WEBSTER  
AND  
HAWK HOME SOLUTIONS  
FOR  
RENOVATIONS TO THE CITY COMMUNITY BUILDING**

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**This Agreement** (Agreement) is entered into as of June 20, 2022 (Commencement Date), between Hawk Home Solutions., a Florida corporation, (hereinafter the "Contractor"), whose address is 250 CR 416 S, Lake Panasoffkee, Florida 33538, and the City of Webster, Florida (hereinafter the "City"), a municipal corporation of the State of Florida, holding tax exempt status, whose address is 85 East Central Avenue, Webster, Florida 33597.

**Whereas**, the City and Contractor desire to enter an Agreement whereby the Contractor will provide renovation services for the City's Community Building as outlined in attachment 'A'.

**Whereas**, the contractor has agreed to a flat rate fee of \$75.00 per hour regardless of the number of persons working on the renovations.

**Whereas**, the contractor has agreed his work hours will be from 8:00 a.m. until 5:00 p.m., Monday through Friday with an hour for lunch which will result in an 8-hour billable workday.

**Whereas**, the City and Contractor desire to commence a relationship as City and Contractor relative to the Renovations pursuant to the terms and conditions of this Agreement.

*WITNESSETH:*

**SECTION 1. TERM OF AGREEMENT.** This Agreement shall be for a term commencing on July 11, 2012 (the "Commencement Date") and expiring August 14, 2022; provided, however, that this Agreement can be extended upon mutual agreement should circumstances arrive that delays the completion of the project.

**SECTION 2. HAZARDOUS SUBSTANCES.** The Contractor shall not use, store, generate, dispose of, release or otherwise handle or possess any hazardous substance on or about the Premises. Should the Contractor violate this provision, then the Contractor shall indemnify, defend, and hold City harmless from all claims, charges, penalties, fines, liabilities, costs (including clean-up costs), and all other obligations and expenses arising directly or indirectly from such violation subject to the limitations set forth in State law.

**SECTION 3. REDELIVERY.** The Tenant covenants that at the termination of this Agreement, whether by expiration, default or otherwise, the Contractor shall promptly return keys to the premises as well as any excess materials purchased and/or paid for by the city.

**SECTION 4. INDEMNIFICATION/LIABILITY/LOSS.** The Contractor shall, however, indemnify, defend and save the City harmless, to the extent authorized by law, from and against all claims, demands, obligations, liabilities, penalties, fines, charges, costs and expenses including, but not limited to, attorney's fees, costs and expenses for the defense thereof, arising from the Contractor's activities. The Contractor shall provide to the City a summary of the Contractor's insurance with the City being listed as additional insured.

**SECTION 5. NO ASSIGNMENT WITHOUT CONSENT.** The Contractor shall not assign this Agreement or any of the Contractor's rights hereunder without first obtaining the written consent of City.

**SECTION 6. DEFAULT/TERMINATION.** The City, at its option, may terminate this Agreement on 15 days' notice to the Contractor: (a) if any Rent due hereunder is not paid when due; or (b) if the Premises are used for some purpose other than the use authorized herein; or (c) if the Tenant has failed to cure a default in the performance of any other provision of this Agreement or any rule or regulation set forth herein within 30 days after written notice thereof to the Tenant from the City, or if such default cannot be completely cured in such time, if the Tenant shall not promptly proceed in good faith to cure such default within said 30 days (which must be cured, in any event, within 60 days). In the event that the City elects to terminate this Agreement, then, upon the expiration of the aforesaid 15-day notice period and the cure period set forth herein, the Tenant shall remain liable for damages to the maximum extent provided herein or permitted by law.

**SECTION 7. DESTRUCTION OF PREMISES.** In the event that the Premises or a portion thereof is destroyed or damaged by fire or other casualty such that the Premises are not usable for the stated intended purposes, then either party may terminate the provisions of this Agreement.

**SECTION 8. LIABILITY FOR LOSS OF PERSONAL PROPERTY.** All personal property placed or moved in the Premises shall be at the risk of the Contractor. The City shall not be liable for any damage to person or to property occurring on the Premises or related to the Contractor's use thereof.

**SECTION 9. COST OF COLLECTION AND ATTORNEY'S FEES.** In the event of legal proceedings between the parties, the prevailing party in such proceedings shall be entitled to have its costs and attorneys' fees, including costs and attorneys' fees for appellate proceedings, paid by the non-prevailing party.



**SECTION 10. LIENS.** The Contractor agrees to keep the Premises free and clear of any lien or encumbrance of any kind whatsoever created by Contractor's acts or omissions and the Contractor shall indemnify and defend, to the extent and limits permitted by law, the City against any claim or action brought to enforce any lien imposed on the Premises because of the Contractor's negligent act or omission. Except as specifically provided otherwise herein, the Contractor shall have 15 days after receiving notice of any such lien or encumbrance to have such removed. If the Contractor fails to have such removed within that time, the Contractor shall be in default.

**SECTION 11. WAIVER.** No act of a party shall be deemed a waiver of any of the party's rights hereunder, unless such waiver is specifically made in writing. A party's forbearance to enforce any rights hereunder or to exercise any available remedy, or to insist upon strict compliance herewith, shall not be deemed a waiver or forfeiture of such rights, remedies or strict compliance, nor shall such forbearance stop the party from exercising any available rights or remedies or from requiring strict compliance in the future.

**SECTION 12. NOTICES.** All notices or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be construed as properly given if mailed by registered or certified mail with return receipt requested. It is agreed that notice so mailed shall be reasonable and effective upon the expiration of 3 business days after its deposit. Notice given in any other manner shall be effective only if and when received by the addressee. For purposes of notice, the addresses of the parties shall be the address as follows:

City Clerk  
City of Webster  
85 E Central Avenue  
Webster, Florida 33597

Mr. Brian Tillman  
Hawk Home Solutions  
250 CR 416 S  
Lake Panasoffkee, FL 33538

**SECTION 13. CONSTRUCTION.** Whenever the context permits or requires the use of the singular in this Agreement shall include the plural and the plural shall include the singular. Any reference herein to one gender shall likewise apply to the other gender and to the neuter; and any reference herein to the neuter shall refer likewise to one or both genders. Any reference herein to a person shall include trusts, partnerships, corporations, and other entity, as appropriate.

**SECTION 14. CAPTIONS.** The captions to the provisions of this Agreement are for convenience and reference only and in no way define, limit or describe the

scope or intent of this Agreement nor in any way effect the substance of this Agreement.

**SECTION 15. APPLICABLE LAW/VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall be in the Fifth Judicial Circuit Court in and for Sumter County, Florida.

**SECTION 16. SURVIVABILITY.** The parties agree that all the Contractor's indemnities, representations and warranties made herein, shall, to the extent and limits permitted by law, survive the termination or expiration of this Agreement and that the termination or expiration hereof shall not release the Contractor from any accrued, unfulfilled or unsatisfied liabilities or obligations arising from the negligence of the Contractor during the term of this Agreement.

**SECTION 17. MERGER.** No prior or present agreements or representations shall be binding upon the parties hereto unless incorporated in this Agreement. No modification or change in this Agreement shall be valid or binding upon the parties unless a writing is executed by the parties to be bound thereby. To the extent that the parties have entered any prior agreement(s), it/they are hereby repealed and superseded. The parties acknowledge that this Agreement constitutes the entire agreement between the parties relating to the within subject matter and that there are no agreements, understanding restrictions, warranties, representations, or covenants between the parties relating to this subject matter other than those set forth in this Agreement.

**SECTION 18. PARTIES BOUND.** This Agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the parties. In the event that the City or any successor-owner of the Premises shall convey or otherwise dispose of the Premises, all liabilities and obligations of the City, or any successor-owner as the City, to the Contractor under this Agreement shall terminate upon such conveyance or disposal and the giving of written notice thereof to the Contractor.

**SECTION 19. SEVERABILITY.** If any provision of this Agreement should be in conflict with any public policy, statute or rule of law, or is otherwise determined to be invalid or unenforceable, then such provision shall be deemed null and void to the extent of such conflict, but without invalidating the remaining provisions.

**SECTION 20. AUTHORITY OF SIGNATORIES.** The signatories to this Agreement hereby represent that they have the lawful authority to execute this Agreement. To that end, the parties hereby represent, covenant, and warrant that each signature appearing on this Agreement is authorized, genuine, and is freely, knowingly, and willfully affixed and that each of the undersigns have the power, right, and authority to execute this Agreement and to carry out the intent thereof, and that the execution and delivery of this Agreement shall not violate or contravene any agreement, under which any party is bound or which requires a consent of any other person.



**In Witness Whereof**, the undersigned have hereunto set their hands and seals on the date stated.

**Hawk Home Solutions**

**City of Webster**

\_\_\_\_\_  
Brian Tillman, Owner

\_\_\_\_\_  
Deanna Naugler, City Manager

\_\_\_\_\_  
Witness

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Witness

Printed Name: \_\_\_\_\_

Attest:

Approved as to form and legality.

\_\_\_\_\_  
Amy Flood City Clerk

\_\_\_\_\_  
W.L. Colbert, City Attorney

### **Acknowledgment**

**State of Florida     )**

**County of Sumter    )**

**I Hereby Certify** that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Daylon M. Raybon and he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily and s/he is personally known to me or provided \_\_\_\_\_ as identification.

**Witness** my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of June, 2022.

(Affix Notary Seal)

\_\_\_\_\_  
Notary Public; State of Florida

Print Name: \_\_\_\_\_

## **Attachment A**

Hourly Rate: \$75 per hour

Work Schedule: 8 hour days (Monday - Friday)

Duration: 4 to 5 weeks from start date

Job would include: Removal of paneling, removal of kitchen cabinets, removal of sliding glass doors and providing archway, framing hallway to bathroom, framing passthrough window from kitchen to main hall, hanging/finishing drywall in place of paneling, texturing drywall, painting interior, installing plank flooring.

All materials provided by the City of Webster.