

**ORDINANCE NO. 2025-22**

**AN ORDINANCE OF THE CITY OF WEBSTER, FLORIDA, ANNEXING BY VOLUNTARY PETITION CERTAIN REAL PROPERTY TAX IDENTIFICATION PARCEL NUMBER Q19-091 LOCATED CONTIGUOUS TO THE CITY OF WEBSTER IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, *FLORIDA STATUTES*, TOGETHER WITH ASSOCIATED RIGHTS-OF-WAYS; REDEFINING THE BOUNDARIES OF THE CITY OF WEBSTER TO INCLUDE SAID PROPERTY; AMENDING THE BOUNDARIES OF THE CITY IN ACCORDANCE WITH THE PROVISIONS OF SECTION 166.031, *FLORIDA STATUTES*; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; DIRECTING THE CITY CLERK TO RECORD THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT, WITH THE CHIEF ADMINISTRATIVE OFFICE OF SUMTER COUNTY AND WITH THE DEPARTMENT OF STATE; PROVIDING FOR LEGAL DESCRIPTION AND A MAP AND PROVIDING FOR THE INCORPORATION OF THAT EXHIBIT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND THE TAKING OF ADMINISTRATIVE ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, ZMK Holdings, LLC, applied for annexation of property into the City of Webster and is hereby determined to be the fee simple title owner of the real property described below; and

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

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

<b>Tax Identification Parcel Number</b>	<b>Owner</b>
<b>Q19-091</b>	<b>ZMK Holdings, LLC</b>

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

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

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

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

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

*Recording.*—Any change in the municipal boundaries through annexation or contraction shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within 30 days. A copy

of such revision must be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

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

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

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

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

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

**LEGAL DESCRIPTION**

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

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

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

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

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

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

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

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

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

#### **SECTION 4. CONFLICTS.**

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

#### **SECTION 5. SEVERABILITY.**

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

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

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

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

This Ordinance shall take effect immediately upon passage and adoption.

**PASSED AND ENACTED** this 15<sup>th</sup> day of May, 2025.

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

\_\_\_\_\_  
Anagalys Vigoa, Mayor

***ATTEST:***

**APPROVED AS TO FORM AND  
LEGALITY:**

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

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

Attachment A

Parcel Id Q19-091

Legal Description

THE N 1037.40 OF THE S 3/4 OF THE SW 1/4 LESS W 672.76 LESS N 477.4

Acres

2.66



**ORDINANCE NO. 2025-23**

**AN ORDINANCE OF THE CITY OF WEBSTER, FLORIDA AMENDING THE CITY OF WEBSTER COMPREHENSIVE PLAN, 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 2.66 ACRES (TAX PARCEL IDENTIFICATION NUMBER Q19-091), AND DESCRIBED IN THIS ORDINANCE FROM THE INDUSTRIAL FUTURE LAND USE DESIGNATION (COUNTY) TO THE INDUSTRIAL 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 PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, ZMK Holdings, LLC mailing address: 7895 W CR 476, Bushnell, FL 33513 (Tax Parcel Identification Number Q19-091), is the owner of the property which is the subject of this Ordinance; and

**WHEREAS**, the real property, totaling 2.66 +/- acres in size, is located on CR 714 east of SR 471; and

**WHEREAS**, ZMK Holdings, LLC initiated voluntary annexation into the municipal limits of the City of Webster, Florida; and

**WHEREAS**, the City Manager of the City of Webster pursuant to the controlling provisions of Florida Statutes and the Code of Ordinances of the City of Webster, is petitioning to have the subject property reassigned from the County Industrial future land use designation to the Industrial 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 Florida Statutes.

**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 Statutes 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 sprawl 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 County Industrial land use designation to the Industrial land use designation regarding the real property which is the subject of this Ordinance as set forth herein (Attachment 1).

(b). The property which is the subject of this *Comprehensive Plan* amendment is as described as provided in Attachment 2.

**SECTION 3. CONFLICTS.** All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed.

**SECTION 4. 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 5. 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 6. EFFECTIVE DATE** The small scale *Comprehensive Plan* amendment set forth herein shall not become effective, in accordance with Section 163.3187, *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 Florida Statutes.

**PASSED AND ENACTED this 15th day of May, 2025.**

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

\_\_\_\_\_  
**Ana Vigoa, Mayor**

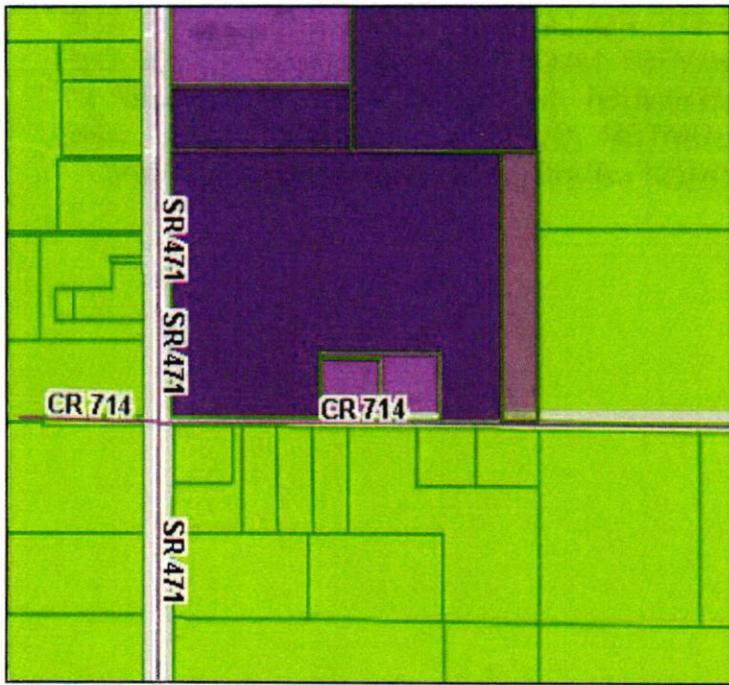
**Approved as to form and  
legality:**

**ATTEST:**

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

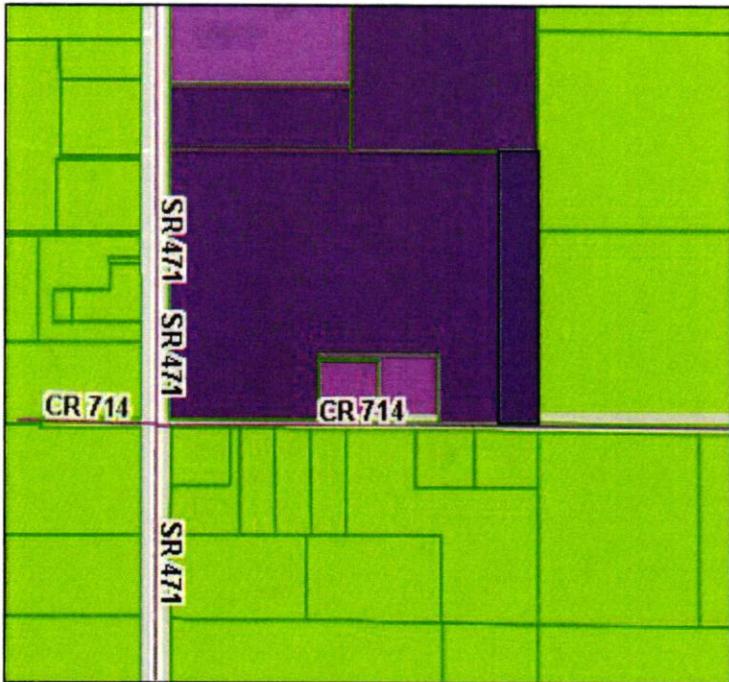
\_\_\_\_\_  
**William L. Colbert  
City Attorney**

ATTACHMENT 1  
Future Land Use Map



**EXISTING FUTURE LAND USE**

- Webster Industrial
- County Industrial
- County Agriculture



**PROPOSED FUTURE LAND USE**

- Webster Industrial
- County Industrial
- County Agriculture

ATTACHMENT 2  
Legal Description

THE EASTERLY 125.00 FEET OF THE FOLLOWING DESCRIBED LANDS: THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, SECTION 19, TOWNSHIP 21 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS THE NORTHERLY 1037.40 FEET THEREOF; ALSO LESS ROAD RIGHT OF WAY.

**CITY OF WEBSTER  
SMALL SCALE COMPREHENSIVE PLAN AMENDMENT**

**PLANNING AND ZONING BOARD  
April 10, 2025**

**CITY OF WEBSTER CITY COUNCIL  
April 17, 2025  
May 15, 2025**

<b>CASE NUMBER:</b>	LU25-000008
<b>LANDOWNER:</b>	ZMK Holdings, LLC
<b>REQUESTED ACTION:</b>	Small-scale comprehensive plan amendment to change the future land use from County Industrial to City of Webster Industrial on 2.66 acres MOL following annexation
<b>PARCEL NUMBERS:</b>	Q19-091
<b>LEGAL DESCRIPTION:</b>	Attachment A
<b>EXISTING ZONING:</b>	County Industrial (ID)
<b>EXISTING USE:</b>	Agricultural
<b>FUTURE LAND USE:</b>	County Industrial, proposed to be City of Webster Industrial
<b>PARCEL SIZE:</b>	2.66 acres MOL
<b>GENERAL LOCATION:</b>	Webster area – on CR 714 east of SR 471 (Map 1)

**GENERAL DESCRIPTION AND BACKGROUND**

The applicant is requesting a Small-Scale Future Land Use Amendment on 2.66 acres MOL to change the Future Land Use assignment of parcel Q19-091 from County Industrial to City of Webster Industrial, allowing them to relocate their manufacturing business from Bushnell to the subject parcel as well as the parcel immediately north of it (parcel Q19-060). The application site is located within the Webster Joint Planning Area and located on CR 714, east of SR 471. The

surrounding parcels have a future land use of City of Webster Industrial, County Industrial, and County Agriculture (see Map 2 on Page 5).

## **LAND USE SUITABILITY**

### Urban Sprawl

The proposed amendment displays none of the sprawl indicators as identified in Florida Statutes Chapter 163.3177.9(a) and meets four (4) of the sprawl test criteria in Florida Statutes Chapter 163.3177.9(b) (Attachment B). Thereby the proposal does not constitute sprawl.

### Environmental Resources

None of the property is within the flood zone.

### Historic Resources

This location does not appear on the Master Site File of Historic Resources.

### Population and Housing

The proposed amendment should not adversely impact the availability of housing in the area.

## **CONCURRENCY ANALYSIS**

### Potable Water & Sewer

The site will be served by the City of Webster upon development.

### Stormwater Drainage

All development must conform to Southwest Florida Water Management District Regulations for stormwater systems.

### Solid Waste

Solid Waste services will be provided by the City of Webster upon development.

## **CONSISTENCY WITH POLICIES OF THE COMPREHENSIVE PLAN**

The proposed amendment is consistent with the following policies of the Unified Comprehensive Plan:

### **Policy 1.2.10 Industrial**

The “Industrial” future land use category is applied to lands suitable for light and heavy manufacturing, processing, outdoor storage, warehousing, and transportation of goods.

Secondary uses may include: commercial uses that directly support the industrial land use or provide services to the employees; commercial uses that require outdoor storage, large volumes of truck activity, or other potential to create negative off-site impacts, service industries, utilities, wholesale and internet businesses that do not cater to on-site customers, offices related to the

industrial use, and other land uses requiring outdoor storage and/or having the potential to generate negative impacts on adjacent properties.

*The proposed amendment is consistent with the surrounding agriculture future land uses.*

### **Future Land Use Objective 1.3 Future Land Use Pattern**

The future land use pattern shall discourage the proliferation of urban sprawl while promoting orderly compact growth. The County and Cities shall utilize a variety of planning tools to balance efficient economic development and urban growth while maintaining rural and agricultural character.

*The use of Joint Planning Areas (JPAs) are a planning tool to ensure annexations of unincorporated areas are coordinated and consistent with planned future service areas, providing for an energy efficient land use pattern and combating urban sprawl. The property is located within the Webster JPA and thus maintains the rural and agricultural character outside the area.*

### **Policy 1.3.8 Compatibility for Rezoning and Amendments**

Proposed rezonings and future land use amendment shall be compatible with adjacent land uses and community character. Compatibility shall be achieved through the following measures:

- a. Rezoning and future land use amendments shall consider potential maximum impacts of potential land uses; and

*The requested future land use assignment is consistent with the surrounding parcels where industrial activities are located.*

- b. The use of clustering, PUD, or other innovating development techniques shall be considered to assure the compatible transition between differing land uses and zoning districts.

*The requested future land use assignment will not allow for clustering, PUD, or other innovating development techniques.*

### **PROPOSED AMENDMENT TO THE TEXT OF THE COMPREHENSIVE PLAN**

The proposed amendment does not affect the text of the Comprehensive Plan.

### **PROPOSED AMENDMENT TO THE CAPITAL IMPROVEMENT PLAN**

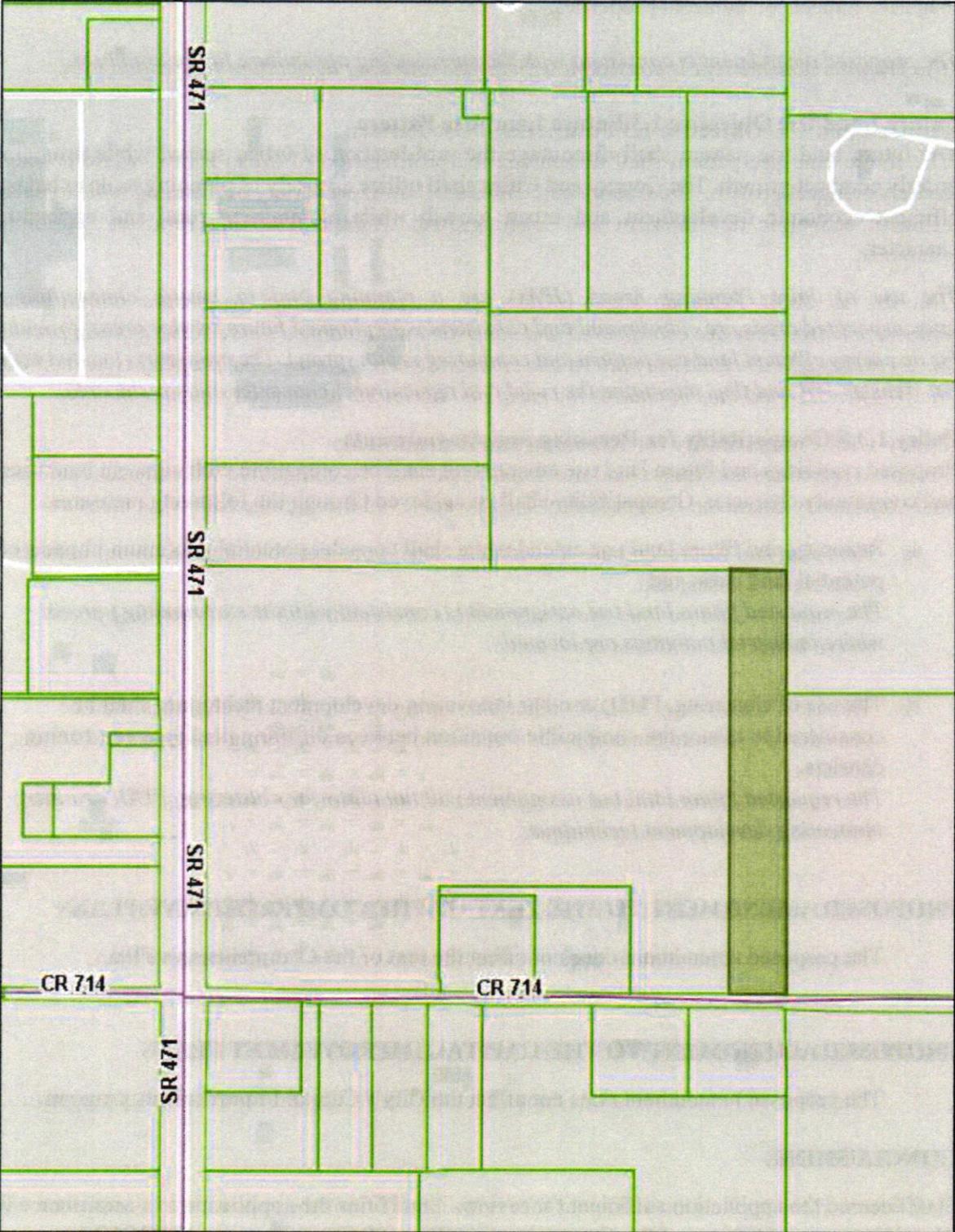
The proposed amendment does not affect the City's Capital Improvements program.

### **CONCLUSIONS**

Staff deemed the application sufficient for review. Staff finds the application in compliance with the minimum requirements of the Comprehensive Plan. Staff recommends APPROVAL

**Notices Sent: 13**

**MAP 1: GENERAL LOCATION**



**ORDINANCE NO. 2025-24**

**AN ORDINANCE OF THE CITY OF WEBSTER, FLORIDA PROVIDING FOR THE REZONING OF REAL PROPERTY TOTALING 2.66 ACRES, MORE OR LESS, IN SIZE (TAX PARCEL IDENTIFICATION NUMBER Q19-091) FROM COUNTY INDUSTRIAL (ID) TO INDUSTRIAL (ID) 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**, ZMK Holdings, LLC mailing address: 7895 W CR 476, Bushnell, FL 33513 (Tax Parcel Identification Number Q19-091), is the owner of the property which is the subject of this Ordinance; and

**WHEREAS**, the real property, totaling 2.66 +/- acres in size, is located on CR 714 east of SR 471; and

**WHEREAS**, ZMK Holdings, LLC initiated voluntary annexation into the municipal limits of the City of Webster, Florida; and

**WHEREAS**, the City Manager of the City of Webster pursuant to the controlling provisions of Florida Statutes and the Code of Ordinances of the City of Webster, is petitioning to have the subject property reassigned from the ID (County) zoning assignment to the ID zoning assignment; and

**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 Florida Statutes.

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

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

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

(b). The subject property, which is 2.66 acres MOL in size, is located on CR 714 east of SR 471 (Tax Parcel Number Q19-091). The legal description of the subject property is provided in Attachment A.

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

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

(a). Upon enactment of this Ordinance the following described property, as depicted in Attachment A of this Ordinance, and totaling is 2.66 acres MOL in size, shall be rezoned from ID (County) zoning district/classification to ID (City) zoning district/classification.

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

**SECTION 3. INCORPORATION OF MAP.** The map attached to this Ordinance as Attachment B 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 2025-23 relating to the Comprehensive amendment becomes effective.

**PASSED AND ENACTED this 15th day of May, 2025.**

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

\_\_\_\_\_  
**Ana Vigoa, Mayor**

**ATTEST:**

**Approved as to form and  
legality:**

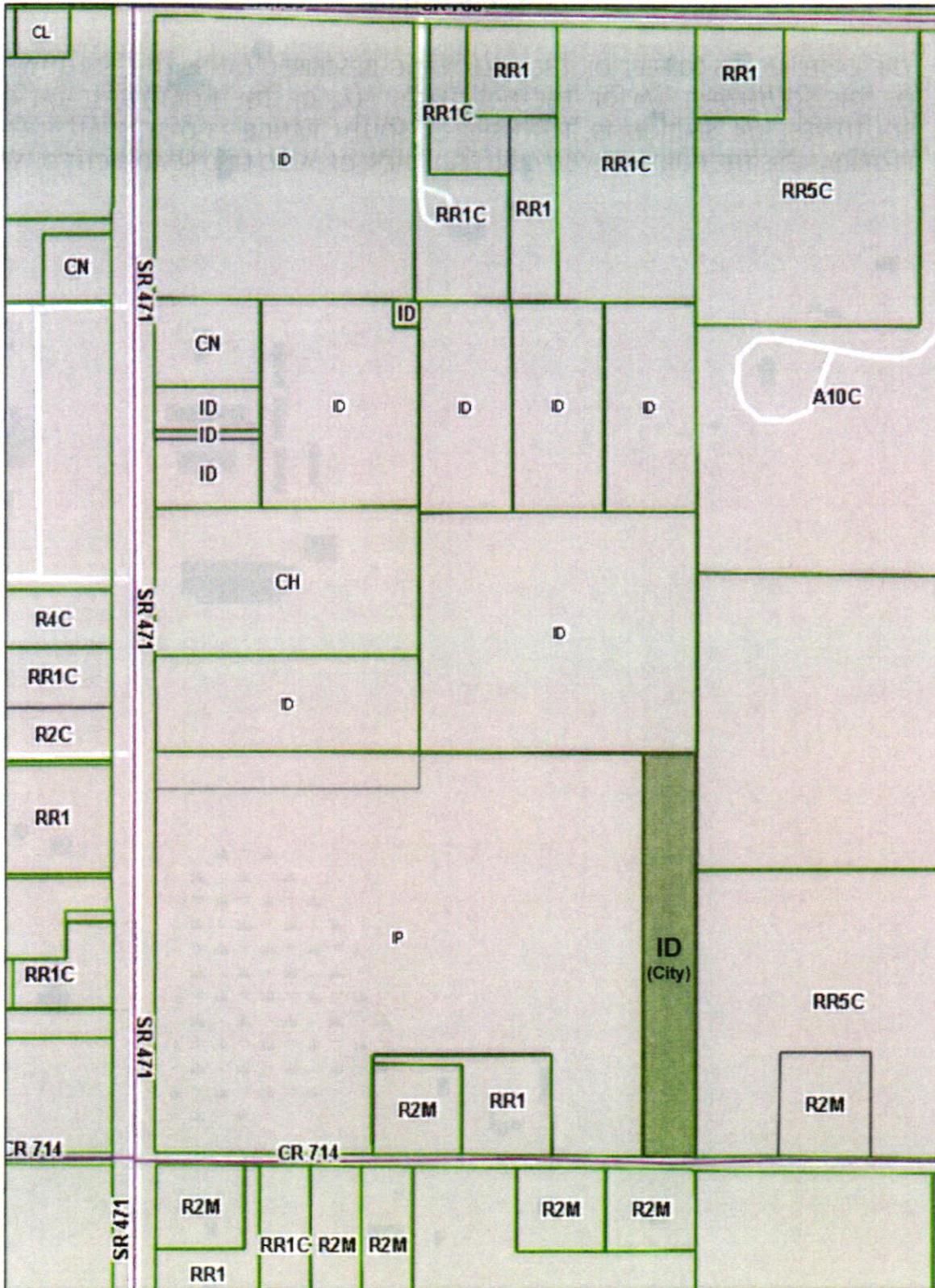
\_\_\_\_\_  
**Amy Flood  
City Clerk**

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

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

THE EASTERLY 125.00 FEET OF THE FOLLOWING DESCRIBED LANDS: THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, SECTION 19, TOWNSHIP 21 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS THE NORTHERLY 1037.40 FEET THEREOF; ALSO LESS ROAD RIGHT OF WAY.

Attachment B



**CITY OF WEBSTER  
REZONING APPLICATION**

**PLANNING AND ZONING BOARD  
April 10, 2025**

**CITY OF WEBSTER CITY COUNCIL  
April 17, 2025  
May 15, 2025**

<b>CASE NUMBER:</b>	ZON25-000007
<b>LANDOWNER:</b>	ZMK Holdings, LLC
<b>REQUESTED ACTION:</b>	Rezone 2.66 acres MOL from County Industrial (ID) to City of Webster Industrial (ID)
<b>PARCEL NUMBERS:</b>	Q19-091
<b>LEGAL DESCRIPTION:</b>	Attachment A
<b>EXISTING ZONING:</b>	County Industrial (ID)
<b>EXISTING USE:</b>	Agricultural
<b>FUTURE LAND USE:</b>	County Industrial, proposed to be City of Webster Industrial (LU25-000008)
<b>PARCEL SIZE:</b>	5.53 acres MOL
<b>GENERAL LOCATION:</b>	Webster area – on CR 714 east of SR 471

**SURROUNDING FUTURE LAND USE AND ZONING**

The application site is located outside of the City of Webster municipal boundary but in the Joint Planning Area (JPA) of Webster. The surrounding parcels are zoned City of Webster Industrial, City of Webster Planned Industrial, County Residential Two Units per Acre with Mobile Home Housing, County Rural Residential Minimum Five Acres with Conventional Housing, and County General Agriculture Minimum Ten Acres with Conventional Housing (see Map 1 on Page 3).

## **CASE SUMMARY**

The applicant is seeking to move their business from Bushnell to Webster. Subject parcel is outside the Webster municipal boundary, in the Webster Joint Planning Area (JPA), and in Webster's Utility Service Area. The application site is currently zoned as County Industrial.

## **CASE ANALYSIS**

Section 13-313(3)(d), provides for the following review criteria for Land Development Code (LDC) and zoning map amendments:

- a) Change of conditions, or absence of changed conditions.  
*The subject parcel changed ownership in January 2025. The new property owners are seeking to move their business from Bushnell to Webster.*
- b) Community need, or lack of community need.  
*The requested rezoning addresses a personal need and not a community need.*
- c) Benefits to the community.  
*The rezoning will allow consistency with the City's Comprehensive Plan and the implementing zoning district.*
- d) The rights of private property owners.  
*The rezoning should not impinge on the rights of adjacent property owners.*

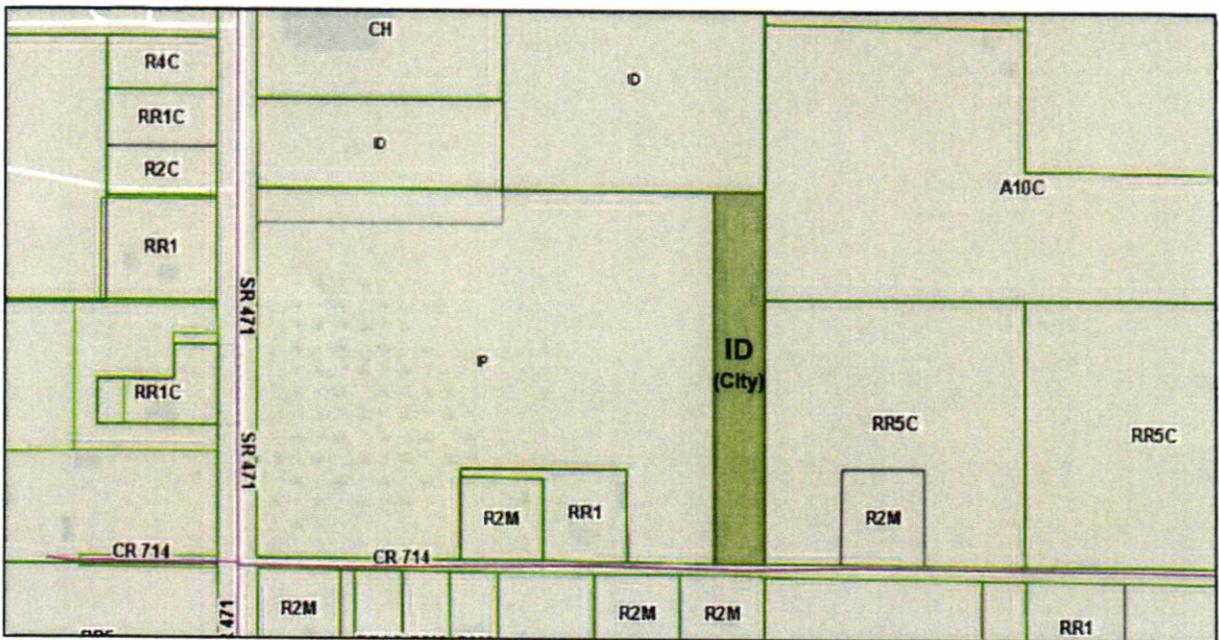
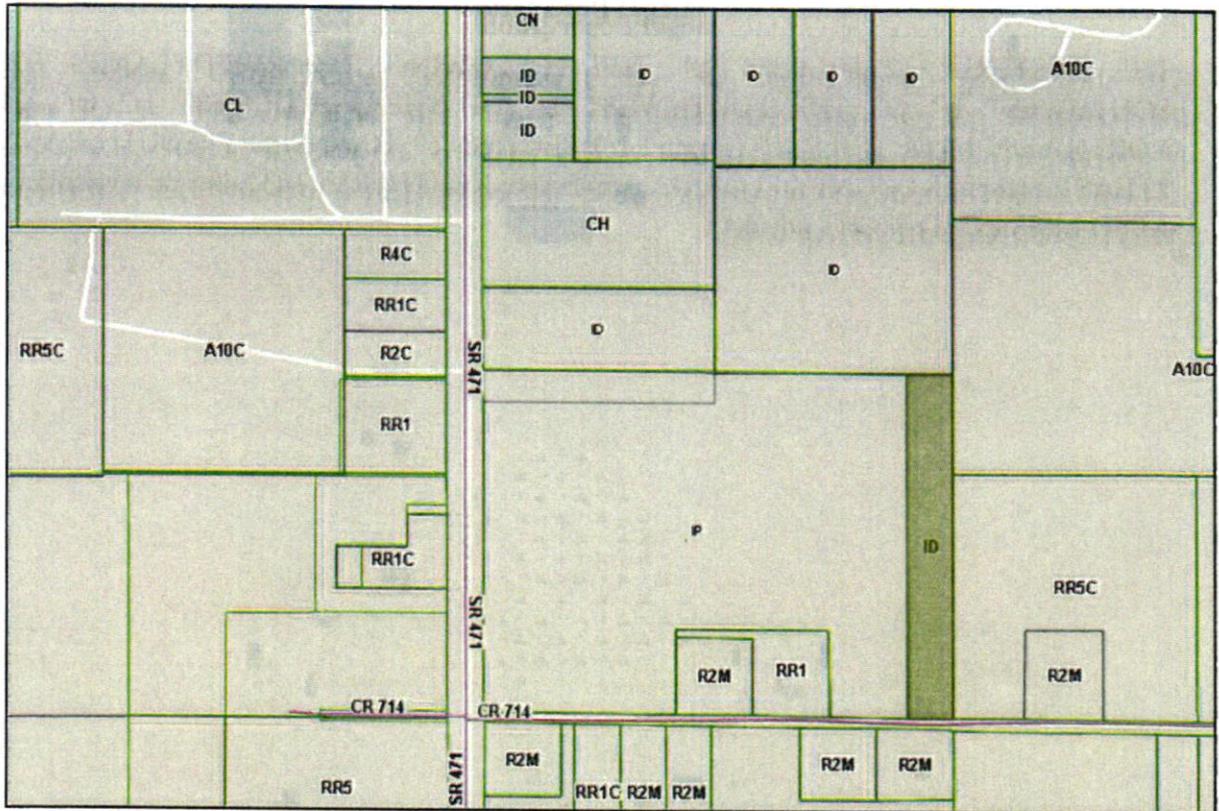
Staff reviewed land ownership and authorization through deeds, and the consent and designation of agent form submitted and signed by an authorized signer for the entity that owns the properties.

## **PLANNING DIVISION STAFF CONCLUSION**

Staff deemed the application sufficient for review. Staff finds the application in compliance with the minimum requirements of the Sumter County Land Development Code and Comprehensive Plan. Staff recommends APPROVAL.

**Notices Sent: 13**

**MAP 1: SURROUNDING AREA WITH PROPOSED CHANGES**



 **Subject Property**

**Attachment A**

**Legal Description**

THE EASTERLY 125.00 FEET OF THE FOLLOWING DESCRIBED LANDS: THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, SECTION 19, TOWNSHIP 21 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS THE NORTHERLY 1037.40 FEET THEREOF; ALSO LESS ROAD RIGHT OF WAY.

# #120629 Case #LU-25-000008;Case #ZON25-000007

<b>Submitted</b>	<b>Received via</b>	<b>Requester</b>
April 3, 2025 at 09:50	Mail	sidekix <sidekix@aol.com>

<b>Type</b>	<b>Priority</b>	<b>Group</b>	<b>Assignee</b>	<b>Status category</b>	<b>Ticket status</b>
-	Normal	Planning	Jared Oberholtzer	Open	Open

<b>About</b>	<b>Planning options</b>	<b>Property Address or Parcel #</b>
Planning & Zoning	Rezoning	Not Yet Known

**sidekix** April 3, 2025 at 09:50

Sent from my Verizon, Samsung Galaxy smartphone  
 I, Suzanne Ishee and my husband, Glenn Ishee, do not support the zoning changes due to the following reasons: 1. The use for the land is not clarified. 2. The right away should come off of HW 471...not CR 714. 3. This land is not in Webster and should not be transferred to Webster. 4. The ZMK Holdings owners are not rooted in this county originally and appear to have a strong connection to the Villages developers. 5. The date of the initial meeting has been changed at the last minute to a Sunday night, a time when most citizens are attending church. 6. There is no transparency.

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**Jared Oberholtzer** April 3, 2025 at 10:00

Good morning,

Just to clarify two points:

The date has *not* been changed to a Sunday night. It remains next Thursday, April 10. I will be presenting the case myself.

Additionally regarding transparency, please feel free to send any questions. I will happily provide answers as able and get you any other records requests per F.S. 119.

**sidekix** April 3, 2025 at 10:20

Thank you for clarifying the date. I misread that and offer my apologies. However, all my points still stand. There are already stakes on the land in question. My questions are centered around what is the purpose for this land? This is obviously not step one. The future is already planned out...what is it for and why is it necessary? Why is the rightaway not coming off of 471? I am asking directly if the developers from the Villages are involved directly or indirectly. Citizens need straightforward answers and upfront answers...not vague and evasive answers. Thank you.

Sent from my Verizon, Samsung Galaxy smartphone

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**Jared Oberholtzer** April 3, 2025 at 10:39

Thanks for getting back to me! I'd be happy to answer your additional questions and concerns.

Firstly, this all has nothing to do with The Villages. I'd like to make that very clear.

The Keens are relocating their business Bushnell Truss from Bushnell to the Webster area. I believe Bushnell Truss has been around since the '80's. Additionally, I'm not sure what you mean by "the future is already planned out." Their relocation is a very recent development, and this annexation/rezoning is step one.

They own two parcels now in Webster. I have drawn blue circles in their parcels below.



All of the green parcels are already within the city limits of Webster. The reason for the annexation and City rezoning of the blue parcel (still in the unincorporated County) is because the parcel is located within the Webster Joint Planning Area. The JPA agreement has been in place between the city and the county since September 2009. Various development triggers the agreement and thus requires annexation.

Both of their parcels are already zoned Industrial. However, the south (blue) parcel is in the county, so this is essentially just a straight swap from County zoning/future land use to the City of Webster zoning/future land use.

As far as the right-of-way coming off 471, there are other privately owned parcels standing in the way of that.

I'd be happy to discuss any of this on the phone with you all too. Our phone number is 352-689-4400. Just press 2 for Planning, and you'll get me.

Jared Oberholtzer  
Planner  
Development Services  
Board of Sumter County Commissioners  
Tel: 352-689-4400  
Fax: 352-689-4401  
[www.sumtercountyfl.gov](http://www.sumtercountyfl.gov)

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Support Software by **Zendesk**

## ORDINANCE NO. 2025-25

**AN ORDINANCE OF THE CITY OF WEBSTER, FLORIDA AMENDING THE SCHEDULE OF RATES FOR WATER AND WASTEWATER IMPACT FEES COLLECTED BY THE CITY OF WEBSTER BY INCREASING THE SAID WATER AND WASTEWATER IMPACT FEES; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INSTRUCTIONS RELATIVE TO CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Webster (“City”) has complied with all requirements and procedures of Florida law in processing this Ordinance; and

**WHEREAS**, the City Council of the City of Webster (“City Council”) has the power and authority to enact this Ordinance under the controlling provisions of State law such as, by way of example only, the provisions of Article VIII, Section 2 of the *Constitution of the State of Florida* and the provisions of Chapter 163, *Florida Statutes*, and Chapter 166, *Florida Statutes*, and other controlling law of the State of Florida; and

**WHEREAS**, the City enjoys all governmental, corporate and proprietary powers necessary to enact ordinances in order to protect the health, safety and welfare of the City’s citizens and residents; and

**WHEREAS**, the City of Webster water public utility facilities and wastewater public utility facilities provide water and wastewater service to residents and businesses located in the in the Webster Utilities Service District, including the City of Webster; and

**WHEREAS**, the City of Webster study, received a study dated February 9, 2022, issued by the Florida Rural Water Association of Tallahassee entitled "Water & Wastewater Impact Fee Study Report - City of Webster, Sumter Co., PWS: 6600330, Fac. ID: FLAI 88697" (the “Study”), with regard to imposing the City’s water public utility

facilities impact fees and wastewater public utility facilities impact fees; and which recommends a rate design adjustment and future rate adjustments; the aforementioned Study is incorporated herein by reference; and

**WHEREAS**, based on the Study, by Ordinance No. 2022-03 adopted by the City Council on March 24, 2022, fixed the rate for water and wastewater impact fees at a rate that was one-half ( $\frac{1}{2}$ ) of the rate that was recommended to be adopted by the Study; and

**WHEREAS**, the City Council finds it necessary and advisable to amend the schedule of the City's water and wastewater impact fees to the rate originally recommended in the Study; and

**WHEREAS**, the Florida Impact Fee Act, Section 163.31801, Florida Statutes, and the provisions of Chapter 2021-63, Laws of Florida, expressly do not apply to water and wastewater "connection fees;" and

**WHEREAS**, water and wastewater impact fees charged to new customers of the City's Utility System are "connection fees" that are specifically exempt from the provisions of the Florida Impact Fee Act and Chapter 2021-63, Laws of Florida; and

**WHEREAS**, the City Council of the City of Webster determines that the enactment of this Ordinance is in the best interests of the health, safety and welfare of the citizens of the City of Webster; and

**WHEREAS**, the City Council of the City finds that all public hearing and notice requirements imposed by general law for the consideration and adoption of this Ordinance have been met.

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

**SECTION 1. LEGISLATIVE FINDINGS.**

(a) The City staff report and City Council agenda memorandum relating to this matter are hereby adopted as if fully set forth herein.

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

(c) The above recitals are hereby incorporated as the factual basis for the adoption of this Ordinance.

**SECTION 2. NEW SCHEDULE OF WATER AND WASTEWATER IMPACT FEES.**

**ARTICLE V. – WATER UTILITY PUBLIC FACILITIES AND WASTEWATER UTILITY PUBLIC FACILITIES IMPACT FEES, Section 38.154, subsection (c) of the Code of Ordinances of the City of Webster** shall be amended to read as follows: *[underlining*

*\_\_\_\_\_ indicates words or numbers being added; strikethroughs (---) indicate words or numbers being deleted; and \*\*\* indicates that certain provisions (or portions of a section) are intentionally not included in the amending language]*

**Sec. 38-154. Imposition of water utility public facilities impact fees and wastewater utility public facilities impact fees; impact fees fees/rates.**

\*\*\*\*\*

(c) Water utility public facilities impact fees and wastewater utility public facilities impact fees shall be imposed and collected by the city at the following rates with the water utility public facilities impact fees and wastewater utility public facilities impact fees being applied in accordance with the definitions of uses set forth in this article and with any combination of development classification being calculated separately by each development classification and then added together for determination of a total fee:

(1) *Water utility public facilities impact fees: ~~\$1,500.00~~ \$3,000.00 per ERC using the replacement value basis to capture the true and sustainable*

cost of the running its water utility public facilities/water utility and 250 GPD constituting an ERC.

- (2) *Wastewater utility public facilities impact fees: ~~\$3,000.00~~ \$4,760.00* per ERC using the replacement value basis to capture the true and sustainable cost of running its wastewater utility public facilities/wastewater utility and 250 GPD constituting an ERC.
- (3) *Annual Adjustment of water utility public facilities impact fees and wastewater utility public facilities impact fees: The water utility public facilities impact fees and wastewater utility public facilities impact fees shall be adjusted annually on May 1 of each calendar year, beginning May 1, 2026, in accordance with Florida Public Service Commission current Price Index.*

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

The City Manager is hereby authorized and directed to implement the provisions of this Ordinance in such manner as may be deemed appropriate.

### **SECTION 4. SAVINGS.**

The prior actions of the City of Webster relating to the provision of utility services, the charging for such services as well as the imposition of rates for utility systems and the collection of utility systems charges, in addition to any and all related matters, are hereby ratified and affirmed.

### **SECTION 5. CONFLICTS.**

All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

### **SECTION 6. 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 7. CODIFICATION.**

The provisions of this Ordinance shall not become and be made a part of the *Code of Ordinances of the City of Webster, Florida* and the Code codifier of the City Code is hereby authorized and directed to take all necessary and appropriate actions to ensure that the provisions of this Ordinance are appropriately codified.

**SECTION 8. EFFECTIVE DATE.**

This Ordinance shall become effective immediately upon enactment by the City Council and all rates set forth herein shall be applicable to the next billing cycle for each customer following the effective date of this Ordinance.

**PASSED AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

\_\_\_\_\_  
Anagalys Vigoa, Mayor

**ATTEST:**

**APPROVED AS TO FORM AND LEGALITY:**

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

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



## PARK RENTAL APPLICATION

NAME	
STREET ADDRESS	
CITY, ST, ZIP CODE	
PHONE NUMBER	
E-MAIL ADDRESS	
ORGANIZATION (IF ANY)	
DATE OF EVENT	
TYPE OF EVENT	

### **RESERVATIONS, FEE PAYMENTS, AND FACILITY USE AGREEMENTS:**

- 1.) All reservations for use of any facility shall be made through the City of Webster (City Hall) between the hours of 8:00am and 5:00pm. The original facility-use guidelines signed by the renter will be kept on file at City Hall.
- 2.) **A Non-Refundable Reservation Fee of \$10.00** must accompany the Facility Use Agreement to guarantee the date requested. The purpose of the reservation fee is to offset administrative costs associated with the processing and handling of the facility rental, as well as to mark the facility as unavailable to others who may be seeking rental use during this time.
- 3.) **A Security Deposit (Refundable)** is also required. The intent of the security deposit is to cover unintended damage to and excessive cleaning of a facility during use by the renter. The Security Deposit fee is established by the City of Webster.
- 4.) Reservations are processed on a 1<sup>st</sup>-come; 1<sup>st</sup>-serve basis. Upon execution of the Facility Use Agreement and payment of the applicable deposits, the facility shall be considered reserved by the renter.
- 5.) The Facility Use Agreement is valid only upon the renter's signature and after the City of Webster is in receipt of all fees due.
- 6.) The Facility Use Agreement may not be entered by anyone under the age of 18. The name of the individual or group whose name appears on the Facility Use Agreement will be held responsible for all damage and excessive cleaning fees incurred during use of the facility.

### **SECURITY DEPOSITS:**

The **Security Deposit** shall be refunded, within 14 business days after the event, to the renter if the facility is left in reasonably the same condition as it was found, and the renter has met its cleaning obligation.

Costs due to damage to the facility, contents or grounds as well as excessive cleaning will be deducted from the renter's Security Deposit. In the event the damage exceeds the deposit amount, the renter shall be billed.

**RESERVATION FEES:**

<b>RESERVATION FEE (NON-REFUNDABLE)</b>	<b>CITY RESIDENTS &amp; BUSINESSES</b>	<b>NON-RESIDENT &amp; OUTSIDE BUSINESSES</b>	<b>NON-PROFIT</b>
<b>SAM HARRIS PARK</b>	\$10.00	\$20.00	
<i>*BALL FIELD LIGHTS*</i>	\$10.00/HR	\$15.00/HR	
<b>B.M. HEWITT PARK</b>	\$10.00	\$20.00	
SECURITY DEPOSITS:	\$150.00	\$200.00	\$150.00

**RENTAL FEES:**

<b>PAVILLION/BASKETBALL COURTS</b>	<b>9AM – 1PM OR 2PM – 6PM</b>	<b>ALL DAY RENTAL</b>
<b>SAM HARRIS PARK</b>	\$50.00	\$80.00
<b>B.M. HEWITT PARK</b>	\$50.00	\$80.00

**CONCESSION STAND:**

<b>SAM HARRIS PARK</b>	<b>SECURITY DEPOSIT</b>
<b>SECURITY DEPOSIT</b>	\$150.00

**Rules and Regulations:**

As a condition of the facility rental, the individual, business or agency shall be provided with a copy of these rules and regulations, and the renter will sign a copy of these rules and regulations acknowledging receipt and understanding of such.

**Please Note:**

The rental is for the pavilion, basketball courts and concession stand (Sam Harris Park); but the park will still be open as it is a public park. Signs will be provided to designate the rental.

**ACKNOWLEDGEMENT:**

I acknowledge that I have read and understand the attached "RULES" governing the use of the park I agree to abide by referenced "RULES". The City of Webster reserves the right to refuse rental to any person or party deemed to have been in violation of the "RULES". Additionally, any person or party deemed to be in violation of the "RULES" may be asked to leave the park at any time.

---

Signature

---

Date

# RULES AND REGULATIONS

## SAM HARRIS AND B.M. HEWITT PARK PAVILION/BASKETBALL COURT RENTAL

PLEASE MAKE SURE THE FOLLOWING RULES AND REGULATIONS ARE FOLLOWED WHEN  
USING PARK:

1. YOU ARE ONLY ALLOWED TO USE THE PARK PAVILLION AND/OR BASKETBALL COURT(S) FOR THE TIME PERIOD YOU OR YOUR PARTY RESERVED.
2. IT IS AGAINST CITY ORDINANCES TO DISTURB THE PEACE. PLEASE KEEP NOISES DOWN TO AVOID COMPLAINTS.
3. **ALCOHOLIC BEVERAGES ARE PROHIBITED IN ANY PUBLIC OR CITY OWNED PROPERTY.**
4. YOU WILL NEED TO PICK UP A KEY, THE BUSINESS DAY BEFORE YOUR EVENT. PLEASE RETURN THE KEY THE NEXT BUSINESS DAY OR DEPOSIT KEY IN THE DROP BOX OUTSIDE OF CITY HALL.  
**\*\*IF THE KEY IS NOT RETURNED BY THE NEXT BUSINESS DAY YOU WILL BE CHARGED \$50\*\***
5. YOU ARE RESPONSIBLE FOR ANY DAMAGES THAT OCCUR DURING YOUR RENTAL. PLEASE BE AWARE THAT YOU WILL BE HELD LEGALLY RESPONSIBLE.
6. YOU ARE RESPONSIBLE FOR CLEANING UP ALL TRASH AND NOT LEAVING ANYTHING BEHIND.
7. WATER SLIDES ARE PROHIBITED FOR USE ON CITY PROPERTY.
8. SECURITY DEPOSIT IS REFUNDABLE WITHIN 14 BUSINESS DAYS AFTER THE EVENT IF ALL RULES, REGULATIONS AND GUIDELINES ARE FOLLOWED.

**IF YOU HAVE ANY QUESTIONS REGARDING THE RULES AS STATED ABOVE, PLEASE  
DISCUSS THEM IN ADVANCE WITH A CITY HALL EMPLOYEE.**

---

Applicant's Signature

---

Date

---

City of Webster Employee Signature

---

Date

.....

**OFFICE USE ONLY**

DATE OF NON-REFUNDABLE RESERVATION FEE PAID \_\_\_\_\_

DATE SECURITY DEPOSIT PAID \_\_\_\_\_

DATE RENTAL FEE PAID \_\_\_\_\_

PARK KEY PICKED UP

PARK KEY RETURNED

PARK INSPECTED BY \_\_\_\_\_ DATE

DATE OF DEPOSIT REFUND \_\_\_\_\_ AMOUNT OF REFUND \_\_\_\_\_

DEPOSIT REFUND CHECK MAILED OR PICKED UP \_\_\_\_\_

DATE OF REFUND CHECK PICKED UP \_\_\_\_\_

(updated 04/10/25)



Customer Code: \_\_\_\_\_

Invoice Id: \_\_\_\_\_

## COMMUNITY HALL RENTAL AGREEMENT

### RENTER CONTACT INFORMATION

NAME	
STREET ADDRESS	
CITY, ST, ZIP CODE	
PHONE	
E-MAIL ADDRESS	
DATE OF EVENT	
TYPE OF EVENT	

### DEPOSIT & FEES

SECURITY DEPOSIT: \$150.00 (REFUNDABLE AFTER INSPECTION - **CAN TAKE UP TO 5 BUSINESS DAYS**)  
RENTAL FEE: \$150.00  
**TOTAL: \$300.00**

**\*SECURITY DEPOSIT AND RENTAL FEE IS DUE BEFORE THE DOOR CODE IS GIVEN OUT\***

**UNLESS THE DEPOSIT IS PAID AT THE TIME OF REQUEST THERE WILL BE NO GUARANTEE MADE AS TO THE AVAILABILITY OF THE REQUESTED DATE.**

**Renter** (person who signs this rental agreement) is to read and sign this Community Hall rental application agreeing to terms and conditions of rental. **Renter** is to pay \$150.00 security deposit along with \$150.00 rental fee before the door code will be released to renter.

After the end of the rental period, on the next available business day, a City Hall employee will do an inspection of the Community Hall to ensure that it is clean, no damages are observed, and no violation of the agreement has occurred.

If the Community Hall is clean, no damages are observed and no violations to the agreement have occurred, a check will be processed to reimburse the **Renter** (person who signs the rental agreement) the \$150.00 security deposit. This process can take up to 5 business days.

# RULES AND REGULATIONS

## COMMUNITY HALL RENTAL

THE FOLLOWING RULES AND REGULATIONS ARE TO BE FOLLOWED WHEN USING THE COMMUNITY HALL:

**\*\*PLEASE DO NOT PARK TO THE LEFT OF THE WHITE FENCE\*\***

1. RENTER MAY NOT ENTER THE FACILITY BEFORE THE RESERVATION BEGINS. YOU ARE ONLY ALLOWED TO USE THE COMMUNITY HALL FOR THE DAYS YOU RESERVED FROM 7AM – 11PM.
2. IT IS AGAINST CITY ORDINANCES TO DISTURB THE PEACE. PLEASE KEEP NOISES DOWN TO AVOID COMPLAINTS. THE COMMUNITY HALL MUST BE VACATED BY 11:00 PM.
3. ANIMALS ARE **NOT ALLOWED** INSIDE OF THE COMMUNITY HALL.
4. THE TABLES, CHAIRS, ETC., ARE PROVIDED WITH THE RENTAL OF THE COMMUNITY HALL. THESE ITEMS ARE **NOT** TO BE TAKEN OUTSIDE OF THE BUILDING OR OFF CITY PROPERTY. RENTER IS RESPONSIBLE FOR SET UP AS WELL AS CLEANING AND PUTTING THEM AWAY.
5. **ALCOHOLIC BEVERAGES ARE PROHIBITED IN ANY PUBLIC OR CITY OWNED PROPERTY. THIS INCLUDES THE COMMUNITY HALL!**
6. **PLEASE DO NOT PUT ANY KIND OF TAPE, TACKS, OR NAILS IN THE WALLS, CEILINGS, DOORS, OR FLOOR.**
7. **THIS IS A SMOKE FREE PUBLIC BUILDING. NO SMOKING IN THE COMMUNITY HALL!**
8. TURN OFF ALL THE LIGHTS WHEN YOU LEAVE THE BUILDING AND MAKE SURE ALL DOORS ARE CLOSED AND LOCKED.
9. THE BUILDING WILL BE CLEAN WHEN YOU RENT IT. IT MUST BE IN THE SAME CLEAN CONDITION FOR YOUR ENTIRE DEPOSIT TO BE RETURNED, THIS INCLUDES SWEEPING AND MOPPING THE FLOOR. **YOU MUST BRING YOUR OWN CLEANING SUPPLIES.** A CITY HALL EMPLOYEE WILL INSPECT THE BUILDING BEFORE DEPOSIT IS RETURNED, IF IT IS NOT CLEAN YOU WILL NOT GET YOUR FULL DEPOSIT BACK.
10. YOU ARE RESPONSIBLE FOR ANY DAMAGES THAT OCCUR DURING YOUR RENTAL OF THE COMMUNITY HALL. PLEASE BE AWARE THAT YOU WILL BE HELD LEGALLY RESPONSIBLE FOR ANY DAMAGES.
11. BE SURE TO CHECK OUTSIDE WHEN YOU ARE CLEANING UP. IF YOUR GUESTS HAVE DROPPED THINGS OUTSIDE, PLEASE CLEAN IT UP.
12. WATER SLIDES ARE PROHIBITED FROM USE ON CITY PROPERTY.
13. IF THE COMMUNITY HALL IS CLEAN, AND THERE ARE NO DAMAGES OBSERVED AND NO VIOLATIONS OF THE RENTAL AGREEMENT, THE SECURITY DEPOSIT WILL BE RETURNED TO THE RENTER WITHIN 5 BUSINESS DAYS.

**IF YOU HAVE ANY QUESTIONS REGARDING THE RULES AS STATED ABOVE, PLEASE DISCUSS THEM IN ADVANCE WITH A CITY HALL EMPLOYEE.**

# Facility Use Guidelines Checklist

1. Renter may not enter the facility before the agreed upon reservation time. The reservation will be from 7am until 11:00PM on the day of the event.
2. Reservations must allow time for setting up, decorating, break down and cleaning up.
3. Renter is responsible for the setting up of tables.
4. Renter is responsible for wiping down and putting away tables and chairs.
5. Renter is responsible for sweeping and mopping the floor after the event.
6. Renter is responsible for taking trash out of the Hall and placing it in a dumpster on site.
7. Renter is responsible for taking or disposing of all food and drink items. No items are to be left in the kitchen and/or refrigerator.
8. Renter is responsible for cleaning bathrooms and emptying trash from them.
9. Renter is responsible for cleaning any mess made outside of the Community Hall or parking lot.
10. Renter may not hang decorations from ceilings or on walls.
11. Renter must leave the building as it was found, at the end of the reservation time.

## CLEANING AGREEMENT

- FLOORS SWEEPED AND MOPPED
- BATHROOMS CLEANED (TOILETS, SINKS, ETC.)
- TRASH CANS EMPTIED AND NEW BAGS PUT IN
- REFRIGERATOR CLEANED AND EMPTIED
- KITCHEN SINK AND COUNTERS CLEANED
- TURN OFF ALL LIGHTS AND MAKE SURE ALL OUTSIDE DOORS ARE CLOSED AND LOCKED

## INVENTORY AGREEMENT

- RECTANGLE PUSH BROOM
- BROOM
- MOP AND BUCKET
- PLUNGER
- TOILET BOWL BRUSH AND CADDY
- FOLDING CHAIRS
- TABLES

I, \_\_\_\_\_, have agreed to make sure that all the above cleaning duties are done, and all items are returned at the end of my rental period dated on \_\_\_\_\_. I understand that if all these duties and items are not accounted for, my deposit will not be returned.

**ACKNOWLEDGEMENT**

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE ATTACHED "RULES" GOVERNING THE USE AND CARE OF THE COMMUNITY HALL. I AGREE TO ABIDE BY THE PROVISIONS THEREIN. THE CITY RESERVES THE RIGHT TO REFUSE RENTAL TO ANY PERSON OR PARTY DEEMED TO HAVE BEEN IN VIOLATION OF THE "RULES". ADDITIONALLY, ANY PERSON OR PARTY DEEMED TO BE IN VIOLATION OF THE "RULES" MAY BE ASKED TO LEAVE THE COMMUNITY HALL AT ANY TIME.

\_\_\_\_\_  
RENTER SIGNATURE

\_\_\_\_\_  
DATE

.....  
**OFFICE USE ONLY**

DATE OF DEPOSIT \_\_\_\_\_

DATE RENTAL FEE PAID \_\_\_\_\_

INSPECTED BY \_\_\_\_\_ DATE INSPECTED \_\_\_\_\_

DATE OF DEPOSIT REFUND \_\_\_\_\_ AMOUNT OF REFUND \_\_\_\_\_

DEPOSIT REFUND CHECK MAILED OR PICKED UP \_\_\_\_\_

DATE OF REFUND CHECK PICKED UP \_\_\_\_\_



Customer Code: \_\_\_\_\_

Invoice Id: \_\_\_\_\_

## COMMUNITY HALL RENTAL AGREEMENT FOR NON-PROFITS

### RENTER CONTACT INFORMATION

NAME	
STREET ADDRESS	
CITY, ST, ZIP CODE	
PHONE	
E-MAIL ADDRESS	
DATE OF EVENT	
TYPE OF EVENT	

### DEPOSIT & FEES

SECURITY DEPOSIT: \$150.00 (REFUNDABLE AFTER INSPECTION - CAN TAKE UP TO 5 BUSINESS DAYS)  
RENTAL FEE: \$75.00  
**TOTAL: \$225**

**\*SECURITY DEPOSIT AND RENTAL FEE IS DUE BEFORE THE DOOR CODE IS GIVEN OUT\***

**UNLESS THE DEPOSIT IS PAID AT THE TIME OF REQUEST THERE WILL BE NO GUARANTEE MADE AS TO THE AVAILABILITY OF THE REQUESTED DATE.**

**Renter** (person who signs this rental agreement) is to read and sign this Community Hall rental application agreeing to terms and conditions of rental. **Renter** is to pay \$150.00 security deposit along with \$75.00 rental fee before the door code will be released to renter.

After the end of the rental period, on the next available business day, a City Hall employee will do an inspection of the Community Hall to ensure that it is clean, no damages are observed, and no violation of the agreement has occurred.

If the Community Hall is clean, no damages are observed and no violations to the agreement have occurred, a check will be processed to reimburse the **Renter** (person who signs the rental agreement) the \$150.00 security deposit. This process can take up to 5 business days.

# RULES AND REGULATIONS

## COMMUNITY HALL RENTAL

THE FOLLOWING RULES AND REGULATIONS ARE TO BE FOLLOWED WHEN USING THE COMMUNITY HALL:

**\*\*PLEASE DO NOT PARK TO THE LEFT OF THE WHITE FENCE\*\***

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2. IT IS AGAINST CITY ORDINANCES TO DISTURB THE PEACE. PLEASE KEEP NOISES DOWN TO AVOID COMPLAINTS. THE COMMUNITY HALL MUST BE VACATED BY 11:00 PM.
3. ANIMALS ARE **NOT ALLOWED** INSIDE OF THE COMMUNITY HALL.
4. THE TABLES, CHAIRS, ETC., ARE PROVIDED WITH THE RENTAL OF THE COMMUNITY HALL. THESE ITEMS ARE **NOT** TO BE TAKEN OUTSIDE OF THE BUILDING OR OFF CITY PROPERTY. RENTER IS RESPONSIBLE FOR SET UP AS WELL AS CLEANING AND PUTTING THEM AWAY.
5. **ALCOHOLIC BEVERAGES ARE PROHIBITED IN ANY PUBLIC OR CITY OWNED PROPERTY. THIS INCLUDES THE COMMUNITY HALL!**
6. **PLEASE DO NOT PUT ANY KIND OF TAPE, TACKS, OR NAILS IN THE WALLS, CEILINGS, DOORS, OR FLOOR.**
7. **THIS IS A SMOKE FREE PUBLIC BUILDING. NO SMOKING IN THE COMMUNITY HALL!**
8. TURN OFF ALL THE LIGHTS WHEN YOU LEAVE THE BUILDING AND MAKE SURE ALL DOORS ARE CLOSED AND LOCKED.
9. THE BUILDING WILL BE CLEAN WHEN YOU RENT IT. IT MUST BE IN THE SAME CLEAN CONDITION FOR YOUR ENTIRE DEPOSIT TO BE RETURNED, THIS INCLUDES SWEEPING AND MOPPING THE FLOOR. **YOU MUST BRING YOUR OWN CLEANING SUPPLIES.** A CITY HALL EMPLOYEE WILL INSPECT THE BUILDING BEFORE DEPOSIT IS RETURNED, IF IT IS NOT CLEAN YOU WILL NOT GET YOUR FULL DEPOSIT BACK.
10. YOU ARE RESPONSIBLE FOR ANY DAMAGES THAT OCCUR DURING YOUR RENTAL OF THE COMMUNITY HALL. PLEASE BE AWARE THAT YOU WILL BE HELD LEGALLY RESPONSIBLE FOR ANY DAMAGES.
11. BE SURE TO CHECK OUTSIDE WHEN YOU ARE CLEANING UP. IF YOUR GUESTS HAVE DROPPED THINGS OUTSIDE, PLEASE CLEAN IT UP.
12. WATER SLIDES ARE PROHIBITED FROM USE ON CITY PROPERTY.
13. IF THE COMMUNITY HALL IS CLEAN, AND THERE ARE NO DAMAGES OBSERVED AND NO VIOLATIONS OF THE RENTAL AGREEMENT, THE SECURITY DEPOSIT WILL BE RETURNED TO THE RENTER WITHIN 5 BUSINESS DAYS.

**IF YOU HAVE ANY QUESTIONS REGARDING THE RULES AS STATED ABOVE, PLEASE DISCUSS THEM IN ADVANCE WITH A CITY HALL EMPLOYEE.**

# Facility Use Guidelines Checklist

1. Renter may not enter the facility before the agreed upon reservation time. The reservation will be from 7am until 11:00PM on the day of the event.
2. Reservations must allow time for setting up, decorating, break down and cleaning up.
3. Renter is responsible for the setting up of tables.
4. Renter is responsible for wiping down and putting away tables and chairs.
5. Renter is responsible for sweeping and mopping the floor after the event.
6. Renter is responsible for taking trash out of the Hall and placing it in a dumpster on site.
7. Renter is responsible for taking or disposing of all food and drink items. No items are to be left in the kitchen and/or refrigerator.
8. Renter is responsible for cleaning bathrooms and emptying trash from them.
9. Renter is responsible for cleaning any mess made outside of the Community Hall or parking lot.
10. Renter may not hang decorations from ceilings or on walls.
11. Renter must leave the building as it was found, at the end of the reservation time.

## CLEANING AGREEMENT

FLOORS SWEEPED AND MOPPED

BATHROOMS CLEANED (TOILETS, SINKS, ETC.)

TRASH CANS EMPTIED AND NEW BAGS PUT IN

REFRIGERATOR CLEANED AND EMPTIED

KITCHEN SINK AND COUNTERS CLEANED

TURN OFF ALL LIGHTS AND MAKE SURE ALL OUTSIDE DOORS ARE CLOSED AND LOCKED

## INVENTORY AGREEMENT

RECTANGLE PUSH BROOM

BROOM

MOP AND BUCKET

PLUNGER

TOILET BOWL BRUSH AND CADDY

FOLDING CHAIRS

TABLES

I, \_\_\_\_\_, have agreed to make sure that all the above cleaning duties are done, and all items are returned at the end of my rental period dated on \_\_\_\_\_. I understand that if all these duties and items are not accounted for, my deposit will not be returned.

**ACKNOWLEDGEMENT**

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE ATTACHED "RULES" GOVERNING THE USE AND CARE OF THE COMMUNITY HALL. I AGREE TO ABIDE BY THE PROVISIONS THEREIN. THE CITY RESERVES THE RIGHT TO REFUSE RENTAL TO ANY PERSON OR PARTY DEEMED TO HAVE BEEN IN VIOLATION OF THE "RULES". ADDITIONALLY, ANY PERSON OR PARTY DEEMED TO BE IN VIOLATION OF THE "RULES" MAY BE ASKED TO LEAVE THE COMMUNITY HALL AT ANY TIME.

\_\_\_\_\_  
RENTER SIGNATURE

\_\_\_\_\_  
DATE



**OFFICE USE ONLY**

DATE OF DEPOSIT \_\_\_\_\_

DATE RENTAL FEE PAID \_\_\_\_\_

INSPECTED BY \_\_\_\_\_ DATE INSPECTED \_\_\_\_\_

DATE OF DEPOSIT REFUND \_\_\_\_\_ AMOUNT OF REFUND \_\_\_\_\_

DEPOSIT REFUND CHECK MAILED OR PICKED UP \_\_\_\_\_

DATE OF REFUND CHECK PICKED UP \_\_\_\_\_

(updated 02/14/25)

# **RULES AND REGULATIONS**

## **COMMUNITY HALL RENTAL**

**THE FOLLOWING RULES AND REGULATIONS ARE TO BE FOLLOWED WHEN USING THE COMMUNITY HALL:**

**\*\*PLEASE DO NOT PARK TO THE LEFT OF THE WHITE FENCE\*\***

- 1. RENTER MAY NOT ENTER THE FACILITY BEFORE THE RESERVATION BEGINS. YOU ARE ONLY ALLOWED TO USE THE COMMUNITY HALL FOR THE DAYS YOU RESERVED FROM 7AM – 11PM.**
- 2. IT IS AGAINST CITY ORDINANCES TO DISTURB THE PEACE. PLEASE KEEP NOISES DOWN TO AVOID COMPLAINTS. THE COMMUNITY HALL MUST BE VACATED BY 11:00 PM.**
- 3. ANIMALS ARE NOT ALLOWED INSIDE OF THE COMMUNITY HALL.**
- 4. THE TABLES, CHAIRS, ETC., ARE PROVIDED WITH THE RENTAL OF THE COMMUNITY HALL. THESE ITEMS ARE NOT TO BE TAKEN OUTSIDE OF THE BUILDING OR OFF CITY PROPERTY. RENTER IS RESPONSIBLE FOR SET UP AS WELL AS CLEANING AND PUTTING THEM AWAY.**
- 5. ALCOHOLIC BEVERAGES ARE PROHIBITED IN ANY PUBLIC OR CITY OWNED PROPERTY. THIS INCLUDES THE COMMUNITY HALL!**
- 6. PLEASE DO NOT PUT ANY KIND OF TAPE, TACKS, OR NAILS IN THE WALLS, CEILINGS, DOORS, OR FLOOR.**
- 7. THIS IS A SMOKE FREE PUBLIC BUILDING. NO SMOKING IN THE COMMUNITY HALL!**
- 8. TURN OFF ALL THE LIGHTS WHEN YOU LEAVE THE BUILDING AND MAKE SURE ALL DOORS ARE CLOSED AND LOCKED.**
- 9. THE BUILDING WILL BE CLEAN WHEN YOU RENT IT. IT MUST BE IN THE SAME CLEAN CONDITION FOR YOUR ENTIRE DEPOSIT TO BE RETURNED, THIS INCLUDES SWEEPING AND MOPPING THE FLOOR. YOU MUST BRING YOUR OWN CLEANING SUPPLIES. A CITY HALL EMPLOYEE WILL INSPECT THE BUILDING BEFORE DEPOSIT IS RETURNED, IF IT IS NOT CLEAN YOU WILL NOT GET YOUR FULL DEPOSIT BACK.**
- 10. YOU ARE RESPONSIBLE FOR ANY DAMAGES THAT OCCUR DURING YOUR RENTAL OF THE COMMUNITY HALL. PLEASE BE AWARE THAT YOU WILL BE HELD LEGALLY RESPONSIBLE FOR ANY DAMAGES.**
- 11. BE SURE TO CHECK OUTSIDE WHEN YOU ARE CLEANING UP. IF YOUR GUESTS HAVE DROPPED THINGS OUTSIDE, PLEASE CLEAN IT UP.**
- 12. WATER SLIDES ARE PROHIBITED FROM USE ON CITY PROPERTY.**
- 13. IF THE COMMUNITY HALL IS CLEAN, AND THERE ARE NO DAMAGES OBSERVED AND NO VIOLATIONS OF THE RENTAL AGREEMENT, THE SECURITY DEPOSIT WILL BE RETURNED TO THE RENTER WITHIN 5 BUSINESS DAYS.**

**IF YOU HAVE ANY QUESTIONS REGARDING THE RULES AS STATED ABOVE, PLEASE DISCUSS THEM IN ADVANCE WITH A CITY HALL EMPLOYEE.**



SHEPARD, SMITH, HAND & BRACKINS, P.A.  
ATTORNEYS & COUNSELORS AT LAW  
SHEPARDFIRM.COM

April 2, 2025

**VIA E-MAIL:**

City of Webster  
c/o Deanna Naugler, City Manager  
dnaugler@websterfl.com  
85 E. Central Avenue  
Webster, FL 33597

Dear Ms. Naugler,

This letter, explaining our firm's fees, expenses, billing policies, and payment terms is prepared regarding our agreement to represent the Client, **City of Webster**, as legal counsel in the following matter:

*Re: City Attorney Services*

This document has been issued on the above-referenced date and is null and void if not returned to SHEPARD, SMITH, HAND & BRACKINS, P.A., within twenty (20) days. Likewise, this document is null and void without the acceptance signature of an attorney of SHEPARD, SMITH, HAND & BRACKINS, P.A. **Except as noted above, this engagement letter shall govern all additional matters brought to this firm, unless otherwise specified in a separate engagement letter.**

Legal Fees

The firm will charge an hourly rate of \$220.00 for shareholder attorneys (all Board Certified in City, County & Local Government Law), \$180.00 for associate attorneys, and \$100.00 for paralegals/law clerks. Services as issuer's counsel in bond transactions – 0.05% of issue.

Pass-through rates (rates to be charged to development applicants in the event a pass-through ordinance is passed) will be billed at a discounted hourly rate of \$350.00 for shareholder attorneys, \$250.00 for associate attorneys, and \$125 for paralegals/law clerks.

In person attendance at Council and Planning meetings will be at a fixed rate of \$1250.00. Remote meeting attendance will be at a fixed rate of \$750.00.

The firm will charge for any related travel time and mileage at the current approved government rate (excluding meetings for which a fixed rate is set). Rate changes may occur in the future after written notice to the client.

CLIENT INITIALS \_\_\_\_\_

office 407.622.1772

2300 MAITLAND CENTER PKWY. STE. 100 - MAITLAND, FL 32751

Authority to Represent

The law firm is authorized to investigate and prepare the matters for which it has been retained. Neither the law firm nor the client will settle any matter(s) with any party without the full knowledge and consent of the other.

No Guaranty

The law firm does not and cannot guarantee a successful result. The attorneys' fees incurred by the clients shall be due and owing regardless of the outcome of the matter(s) for which the law firm is retained.

Termination or Withdrawal

If the law firm is discharged by the client or withdraws for any reason before conclusion of the matter(s), the law firm shall be entitled to immediate reimbursement of all costs advanced and all attorney fees incurred for work performed until such termination.

Costs and Disbursements

The clients are responsible for all costs associated with the investigation and prosecution of all matters referred to the firm, regardless of whether any recovery is made. Costs include but are not limited to court costs, filing fees, taxes, recording fees, overnight mail charges, deposition, or investigation costs. Invoices for such items will either be sent directly to the client for payment or will be billed to the client by the firm. The client agrees to pay all such costs.

While this firm does not bill for routine office expenses such as photocopies, postage, or delivery charges, it reserves the right to do so if, in its judgment, these expenses exceed the firm's reasonable expectations.

Billing

Bills for services provided and costs incurred by the firm are rendered to clients monthly. Bills are due in full upon receipt and considered delinquent fifteen (15) days from the date of the billing. In the event payment of any statement is not made within fifteen (15) days of the billing date, the law firm may elect any or all the following options:

1. To withdraw from any pending court matter in which an appearance has been filed on the client's behalf, upon due motion and notice of hearing.
2. To declare the entire amount due, with interest at the rate of eighteen percent (18%) per annum from the date of the statement.
3. To file suit on the amount due.
4. To retain all clients' property in its possession until payment is made.
5. To pursue any other remedy allowed by law.

CLIENT INITIALS \_\_\_\_\_

### Handling of Retainer Funds

Clients with retainer funds on account must contact the law firm within fifteen (15) days of the billing date with any questions or adjustment requests. Failure to contact the firm within the fifteen (15) day period will be deemed acknowledgment of the bill's accuracy, and any retainer funds will, to the extent sufficient, be applied to the outstanding balance. If the retainer funds on account are insufficient to cover the outstanding balance, the client is expected to pay any remaining balance in full before the next billing.

### Late Payment Charge

A late payment charge of \$25.00 is added to all balances not paid in full within fifteen (15) days of the bill date unless alternative payment terms are arranged in advance.

### Attorneys' Fees

If the law firm is forced to collect the client's account, the client agrees to pay the law firm's reasonable attorneys' fees, including attorneys' fees on appeal, for such collection.

### Questions about Billing

Clients are strongly encouraged to timely discuss any questions they have about statements rendered to them with the member of the firm familiar with the account. **Clients must contact the law firm within fifteen (15) days of the billing date with any questions or adjustment requests. Failure to do so will be deemed acknowledgment by the client that the bill is both accurate and fair.**

### File Closure

Upon completion of your matter, the file will be retained for a maximum of 4 years. You will be contacted to arrange collection of your materials or to provide consent to confidential shredding. You will be given 30 days to respond after which time the file will be disposed of confidentially through a licensed document shredding company of our choice.

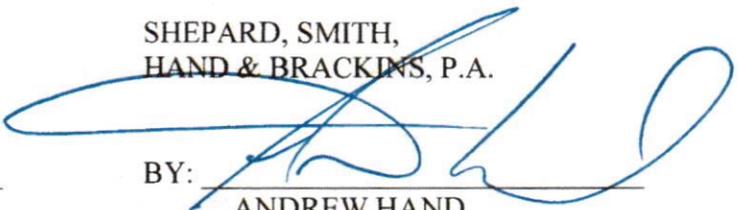
*[Remainder of page left intentionally blank]*

We look forward to what we hope will develop into a long and rewarding professional relationship with you. If the above outlined terms are acceptable, please sign where indicated below and return this letter to our office. In the meantime, should you have any questions, please don't hesitate to contact us.

CITY OF WEBSTER  
CITY MANAGER

SHEPARD, SMITH,  
HAND & BRACKINS, P.A.

BY: \_\_\_\_\_  
DEANNA NAUGLER

BY:  \_\_\_\_\_  
ANDREW HAND

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

DATE: 4/2/2025

AJH/bl

## ADDENDUM

### Scrutinized Companies

§ 215.473, *Florida Statutes*, defines a company to include “all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.”

The Firm certifies that it, its subconsultants, and those related entities of the Firm, as defined above, are not on the Scrutinized Companies that Boycott Israel List and are not engaged in a boycott of Israel. In addition, the Firm certifies that it, its subconsultants, and those related entities of the Firm, as defined above, are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and are not engaged in business operations in Cuba or Syria. The City may immediately terminate this Contract if the Firm or its subconsultants are found to have submitted a false certification; or if any of the following occur with respect to the Firm, its subconsultants, or a related entity: i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; or ii) if this Contract ever exceeds one million dollars, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

### Public Entity Crime

Any person or affiliate, as defined in § 287.133, *Florida Statutes*, shall not be allowed to contract with the City, nor be allowed to enter into a subcontract for work on this Contract, if such a person or affiliate has been convicted of a public entity crime within three (3) years of the date this Contract was advertised for proposals, or if such person or affiliate was listed on the State’s convicted vendor list within three (3) years of the date this Contract was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state, or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property, or material misrepresentation. Any Contract with the City obtained in violation of this section shall be subject to immediate termination for cause upon notice by the City to the Firm. A subconsultant who obtains a subcontract in violation of this section shall be removed from the project and promptly replaced by a subconsultant acceptable to the City.

### Public Records

(a) Pursuant to § 119.0701, *Florida Statutes*, The Firm agrees to:

- (1) Keep and maintain public records in the Firm’s possession or control in connection with the Firm’s performance of services under this Agreement.

- (2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by Chapter 119, *Florida Statutes*, or as otherwise provided by law.
  - (3) Ensure that any 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 following completion of this Agreement until the records are transferred to the City.
  - (4) Upon the termination or natural expiration of this Agreement, either transfer, at no cost to the City, all public records in the Firm's possession or keep and maintain the public records in accordance with all applicable requirements for retaining public records. In the event of transfer, the Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
  - (5) Provide the City, upon request from the City's custodian of public records and in a format compatible with the City's information technology systems, all records stored electronically.
- (b) Any compensation due to the Firm shall be withheld until all applicable records are received as provided herein.
  - (c) The Firm's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City and/or any other remedy as provided by law.

**IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS:**

**85 E. Central Avenue**

**Webster, FL 33597**

**(352) 793-2073**

**cityhall@websterfl.com**