

**ORDINANCE NO. 2024-13**

**AN ORDINANCE OF THE CITY OF WEBSTER, FLORIDA PROVIDING FOR THE AMENDMENT OF A PREVIOUSLY APPROVED PLANNED DEVELOPMENT; PROPERTY TOTALING 28 ACRES IN SIZE (TAX PARCEL IDENTIFICATION NUMBER N24-054, N24-099 & N24-038) WITHIN THE CITY LIMITS; PROVIDING FOR THE AMENDMENT OF THE MAP BY REFERENCE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Armstrong Air & Heating whose address 671 Business Park Blvd., Winter Garden, FL 34787, is the owner of the property which is the subject of this Ordinance; and

**WHEREAS**, David Beeler of 75502 w. Stoneybrook Parkway, Winter Garden FI7478 S SR 471, Bushnell, Fl. 34787 is the registered agent for the project; and

**WHEREAS**, the real property, totaling 28 acres in size, is located on the west side of SR 471, 1100-ft south of C-48 E (Attachment A); and

**WHEREAS**, the owner applied to the City of Webster, for a rezoning and Comprehensive Plan amendment which was approved on January 17<sup>th</sup>, 2019, 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 Light Commercial (CL- County) and Regional Commercial (CR - County) zoning districts/classifications to Residential Planned Unit Development (RPUD - City) zoning district/classification; and

**WHEREAS**, the Applicant chooses to amend the approved Development Plan to add additional residential units and therefore requires City Council approval of the amendments

**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 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 the Attachment of this Ordinance, and totaling 28 acres in size, shall have a development order amended that allows for the following: 224 apartment units, a 250 bed ALF facility, 54,000 sf of professional office, 10,000 sf of truck stop/gas/convenience store and 115,000 sf of retail.

ALL BEING IN SEC 24, TWP 21N, RNG 22E:

PARCEL N24-054: BEGIN AT A POINT THAT IS 50 FT SOUTH ON A BEARING OF S 1 DEG 55 MIN 05 SEC EAST OF THE SW CORNER OF THE W ½ OF THE SE ¼ OF THE NE ¼; RUN THENCE NORTH 1 DEG 55 MIN 50 SEC W 1326.92 FT TO A POINT ON THE R/W OF CR 48; THENCE NORTH 88 DEG 02 MIN 40 SEC E 660.40 FT ALONG THE R/W OF SAID CR 48 TO A POINT REFERRED TO HEREIN AS POINT "B"; BEGIN AGAIN AT THE POINT OF BEGINNING RUN NORTH 88 DEG 02 MIN 40 SEC E TO A POINT THAT IS 1326.92 FT S/LY OF POINT " B", THENCE NORTHLY 1326.92 FT TO POINT "B" LESS COMMENCE AT THE NE CORNER OF THE WEST ½ OF THE SE ¼ OF THE NE ¼, THENCE RUN SOUTH 00 DEG 03 MIN 14 SEC W 51.52 FT TO THE SOUTH R/W LINE OF CR 48 AND THE POINT OF BEGINNING OF THIS DESCRIPTION, RUN NORTH 89 DEG 47 MIN 09 SEC E 32 FT, THENCE NORTH 00 DEG 03 MIN 14 SEC E, A DISTANCE OF 210.87 FT TO THE POINT OF BEGINNING.

AND

PARCEL N24-038: THE SOUTH 914.56 FT OF THE E ½ OF THE SE ¼ OF THE NE ¼, LESS ROAD RIGHT OF WAY AND LESS THE SOUTH 210 FT OF THE EAST 470 FT OF THE E ½ OF THE SE ¼ OF THE NE ¼, AND LESS THE NORTH 210 FT OF THE SOUTH 420 FT OF THE EAST 210 FT THEREOF.

AND

PARCEL N24-099: COMMENCE AT THE SE CORNER OF THE SE ¼ OF SE ¼ OF NE ¼, RUN THENCE SOUTH 88 DEG 03 MIN 20 SEC WEST A DISTANCE OF 50.65 FT TO THE WESTERLY RIGHT OF WAY LINE OF SR 471, RUN NORTH 1 DEG 56 MIN 40 SEC WEST A DISTANCE OF 210 FT TO THE POINT OF BEGINNING, THENCE LEAVING SAID RIGHT OF WAY, RUN SOUTH 88 DEG 03 MIN 20 SEC WEST A DISTANCE OF 210 FT, RUN NORTH 01 DEG 56 MIN 40 SEC WEST A DISTANCE OF 210 FT, RUN NORTH 38 DEG 03 MIN 20 SEC EAST A DISTANCE OF 210 FT TO THE WESTERLY RIGHT OF WAY LINE OF SR 471, RUN SOUTH 01 DEG 56 MIN 40 SEC EAST ALONG THE RIGHT OF WAY A DISTANCE OF 210 FT TO THE POINT OF BEGINNING

(b). The attached conditions of development (Attachment B) relating to the subject property may be incorporated into the subsequent pertinent development orders and development permits and such development orders and development permits may be subject to public hearing requirements in accordance with the provisions of controlling law.

**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 be 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;

**PASSED AND ENACTED this 20th day of June, 2024.**

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

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

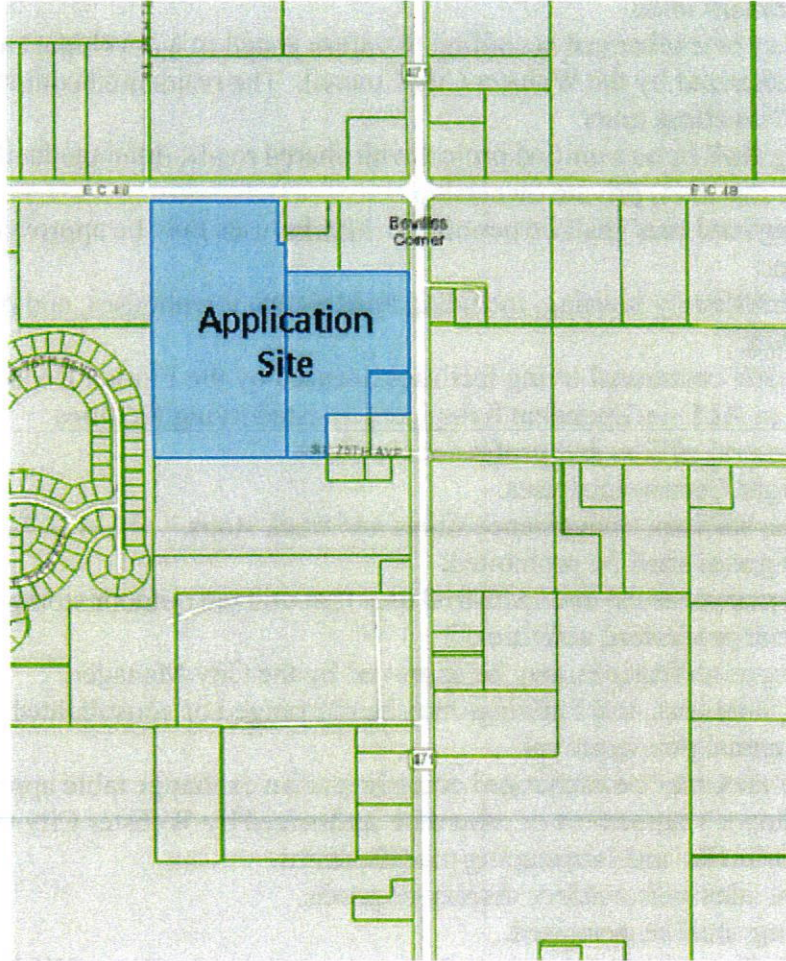
**Approved as to form and Legality:**

**ATTEST:**

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

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

Attachment A  
Map



**Attachment B**  
**Conditions of Approval**

1. Development as a Planned Unit Development shall be as generally depicted in the attached conceptual plan. Intensity shall not exceed: 10,000 sf gas station/convenience store/truck stop, 115,000 sf retail/commercial, 54,000 sq ft office, 250 bed congregate living facility, and 224 apartment units.
2. Land uses may be exchanged according to values stated in a developers agreement or otherwise authorized by the Webster City Council. The residential component shall not be less than 100 dwelling units.
3. Site planning shall be as a unified project with shared roads, drainage facilities and parking remaining in common, private ownership.
4. The following land uses shall be permitted. Similar uses may be approved by the Webster City Manager:
  - a. Multifamily housing, including apartments, townhouses, and other attached housing.
  - b. Adult communal living facilities licensed by the Florida Department of Health such as ALF, independent living, and assisted living facilities
  - c. General offices and professional offices
  - d. Light Commercial uses.
  - e. Gas stations, convenience stores and truck stops.
5. The following uses shall be prohibited:
  - a. Heavy commercial and industrial uses that utilized outdoor storage of raw goods or outdoor processing activities.
6. The following modifications may be approved by the City Manager:
  - a. Lots, land uses, and buildings may be rearranged or consolidated without a new conceptual plan approval.
  - b. Land uses may be exchanged according to an exchange table approved within a developer's agreement or otherwise authorized by Webster City Council.
  - c. Minor buffer and landscaping modifications.
  - d. Retail sales with outdoor display of goods.
7. Shared parking shall be permitted.
8. The owner shall enter into a developer's agreement with the City of Webster. Development must adhere to the requirements of the developer's agreement.
9. A traffic impact analysis (TIA), meeting FDOT standards, shall be provided by the Applicant and approved by Sumter County Public Works before final plat approval. The TIA shall encompass the potential impacts of the entire project. The applicant shall coordinate with FDOT and Sumter County Engineering Division to analyze the potential impacts to the public roadway system and identify appropriate mitigation strategies as necessary. The Developer shall be financially responsible for any roadway improvements necessary to mitigate roadway impacts identified in the TIA.
10. A plat application must be submitted within two years of the approval of the plan. If subdivision improvements are not complete within five years a new conceptual plan approval is required. The City Manager may extend these deadlines for up to one year if permitting and development have proceeded in good faith.
11. Public potable water and sanitary sewer service shall be provided by the City of Webster.

**BEVILLE'S CORNER PUD  
TRIP GENERATION EVALUATION**

The purpose of this evaluation is to provide a projection of the expected trip generation for the proposed mixed-use planned unit development (PUD). The property is located southwest of the intersection of SR 471 and CR 48 in the City of Webster. The existing use is pasture and a flea market. The proposed use will be a mixed use development with a truck stop, retail space, office buildings, an assisted living facility, and apartments.

**TRIP GENERATION RATES**

Trip rates in this analysis are from the ITE publication, Trip Generation, 11th Edition. The existing property is a flea market that operates once or twice a week. Since it typically does not generate traffic during the PM peak hour period, for this analysis it is considered as vacant land with no associated trip generation. Table 1 below summarizes the land use type, land use code and trip rate for the proposed condition.

• Table 1 - ITE Trip Rate

LAND USE	LUC	UNIT RATE	24 HOUR	PM PEAK HOUR		
			EQUATION	EQUATION	% In	% Out
Multi-Family Low-Rise	220	Trips/Dwelling Units	$T=6.41(x)+75.31$	$T=0.43(x)+20.55$	63%	37%
Assisted Living	254	Trips/Beds	Average Rate = 2.60	Average Rate = 0.24	39%	61%
General Office Building	710	Trips/1,000 SF GFA	$\ln(T) = 0.87\ln(x)+3.05$	$\ln(T) = 0.83\ln(x)+1.29$	17%	83%
Shopping Plaza (40-150k)	821	Trips/1,000 SF GFA	$T=76.96(x)+1412.79$	$T=7.67(x)+118.86$	48%	52%
Truck Stop	950	Trips/Fuel Stations	Average Rate = 224.00	Average Rate = 15.42	53%	47%

**TRIP GENERATION - PROPOSED**

For the proposed condition, internal capture was calculated using the NCHRP 684 Trip Capture Estimation Tool. The output from that calculation is included in this report. Pass-by percentages are taken from the Sumter County Impact Fee Schedule, however they will be limited to 20% per the County TIA guidelines. Table 2 shows the proposed trip volumes. Table 3 shows the adjusted trip volumes accounting for internal capture and passby.

• Table 2 - Proposed Trip Generation Volumes

LAND USE	AMOUNT	24 HR	PM PK HR		
			Vol.	In	Out
Multi-Family Low-Rise	224 Dwelling Units	1,511	117	74	43
Assisted Living	250 Beds	650	60	23	37
General Office Building	54,000 SF of GFA	679	100	17	83
Shopping Plaza (40-150k)	115,000 SF of GFA	10,263	1,001	480	521
Truck Stop	10 Fueling Stations	2,240	154	82	72
<b>TOTAL</b>		<b>15,343</b>	<b>1,432</b>	<b>676</b>	<b>756</b>

• Table 3 – Adjusted Trip Generation Volumes

ADJUSTED DAILY TRIP GENERATION						
LAND USE	TRIP GEN VOLUME	% INTRNL CAPTURE	EXTRNL VOLUME	% PASSBY	PASSBY VOLUME	ADJSTD VOL
Multi-Family Low-Rise	1,511	10%	1,360	0%	0	1,360
Assisted Living	650	10%	585	0%	0	585
General Office Building	679	10%	611	8%	49	562
Shopping Plaza (40-150k)	10,263	10%	9,237	20%	1,847	7,390
Truck Stop	2,240	10%	2,016	20%	403	1,613
<b>TOTAL</b>	<b>15,343</b>	<b>---</b>	<b>13,809</b>	<b>---</b>	<b>2,300</b>	<b>11,510</b>

ADJUSTED PM PK HR TRIP GENERATION								
LAND USE	TRIP GEN VOLUME	% INTRNL CAPTURE	EXTRNL VOLUME	% PASSBY	PASSBY VOLUME	ADJ PM PK VOL	VOL IN	VOL OUT
Multi-Family Low-Rise	117	10%	105	0%	0	105	66	39
Assisted Living	60	10%	54	0%	0	54	21	33
General Office Building	100	10%	90	8%	7	83	14	69
Shopping Plaza (40-150k)	1,001	10%	901	20%	180	721	346	375
Truck Stop	154	10%	139	20%	28	111	59	52
<b>TOTAL</b>	<b>1,432</b>	<b>---</b>	<b>1,289</b>	<b>---</b>	<b>215</b>	<b>1,074</b>	<b>506</b>	<b>568</b>



**NET NEW TRIPS**

The net new trip volume for the proposed project is the difference between the proposed volume and the existing volume. Table 4 summarizes the results.

• Table 4 - Net New Trips

CONDITION	24 HOUR	PM PEAK HOUR		
	Vol.	Vol.	In	Out
Existing	0	0	0	0
Proposed	11,510	1,074	506	568
<b>Net New Trips</b>	<b>11,510</b>	<b>1,074</b>	<b>506</b>	<b>568</b>

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Donald A. Griffey, P.E. Reg. # 36799

This item has been digitally signed and sealed by Donald A. Griffey, P.E.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

NCHRP 684 Internal Trip Capture Estimation Tool			
Project Name:	Beville's Corner PUD	Organization:	Griffey Engineering
Project Location:	City of Webster	Performed By:	DAG
Scenario Description:		Date:	
Analysis Year:	2024	Checked By:	
Analysis Period:	PM Street Peak Hour	Date:	

Land Use	Development Data (For Information Only)			Estimated Vehicle-Trips <sup>3</sup>		
	ITE LUCs <sup>1</sup>	Quantity	Units	Total	Entering	Exiting
Office	710	54,000	SF GFA	100	17	83
Retail	821	115,000	SF GFA	1,001	480	521
Restaurant				0		
Cinema/Entertainment				0		
Residential	220	224	Units	117	74	43
Hotel				0		
All Other Land Uses <sup>2</sup>				0		
				1,218	571	647

Land Use	Entering Trips			Exiting Trips		
	Veh. Occ. <sup>4</sup>	% Transit	% Non-Motorized	Veh. Occ. <sup>4</sup>	% Transit	% Non-Motorized
Office	1.67	0%	0%	1.67	0%	0%
Retail	1.67	0%	0%	1.67	0%	0%
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						
All Other Land Uses <sup>2</sup>						

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		350				
Retail						
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		27	0	0	3	0
Retail	9		0	0	34	0
Restaurant	0	0		0	0	0
Cinema/Entertainment	0	0	0		0	0
Residential	2	18	0	0		0
Hotel	0	0	0	0	0	

	Total	Entering	Exiting
All Person-Trips	1,956	904	1,052
Internal Capture Percentage	10%	10%	9%
External Vehicle-Trips <sup>5</sup>	1,083	500	583
External Transit-Trips <sup>5</sup>	0	0	0
External Non-Motorized Trips <sup>6</sup>	0	0	0

Land Use	Entering Trips	Exiting Trips
Office	39%	22%
Retail	6%	5%
Restaurant	N/A	N/A
Cinema/Entertainment	N/A	N/A
Residential	50%	47%
Hotel	N/A	N/A

<sup>1</sup>Land Use Codes (LUCs) from *Trip Generation Manual*, published by the Institute of Transportation Engineers.

<sup>2</sup>Total estimate for all other land uses at mixed-use development site is not subject to internal trip capture computations in this estimator.

<sup>3</sup>Enter trips assuming no transit or non-motorized trips (as assumed in ITE *Trip Generation Manual*).

<sup>4</sup>Enter vehicle occupancy assumed in Table 1-P vehicle trips. If vehicle occupancy changes for proposed mixed-use project, manual adjustments must be made.

<sup>5</sup>Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-P.

<sup>6</sup>Person-Trips

\*Indicates computation that has been rounded to the nearest whole number.

Estimation Tool Developed by the Texas A&M Transportation Institute - Version 2013.1





**ORDINANCE NO. 2024-14**

**AN ORDINANCE OF THE CITY OF WEBSTER, FLORIDA, ANNEXING BY VOLUNTARY PETITION CERTAIN REAL PROPERTY TAX IDENTIFICATION PARCEL NUMBERS T07-106 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**, Robert and Beatrice Godfrey, 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>T07-106</b>	<b>Robert and Beatrice Godfrey</b>

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

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

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

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

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

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

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

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

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

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

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

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

**LEGAL DESCRIPTION**

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

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

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

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

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

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

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

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

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



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

**SECTION 4. CONFLICTS.**

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

**SECTION 5. SEVERABILITY.**

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

**SECTION 6. CODIFICATION.**

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

**SECTION 7. EFFECTIVE DATE.**

This Ordinance shall take effect immediately upon passage and adoption.

**PASSED AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

**ATTEST:**

**APPROVED AS TO FORM AND  
LEGALITY:**

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

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

Attachment A

T07-106

E 1/2 of the SW 1/4 of the NE 1/4 of Section 7, Township 22 South, Range 23 East, Sumter County, Florida.





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

April 22, 2024

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

Re: Annexation of Parcels T07-106

Mr. Arnold:

The City is in receipt of a voluntary annexation application for the above parcels. Parcels T06-106 are approximately 19.22 acres.

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

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

Regards

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

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

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

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

Robert J, Godfrey & Beatrice H, Godfrey ( Owners)

Daryl Ash & Michael Joachim ( Legal Representative )

being all of the owner(s) of the following described property:

**SUMTER COUNTY**

**PARCEL NUMBER**

Parcel Number: T07-106

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

Petitioner(s) hereby state:

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

This petition has been executed on the 22 day of April, 2024.

*Michael Joachim and Associates*

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5810 Scott Lake Hills Lane  
Lakeland, FLORIDA 33813  
PHONE 8632878658

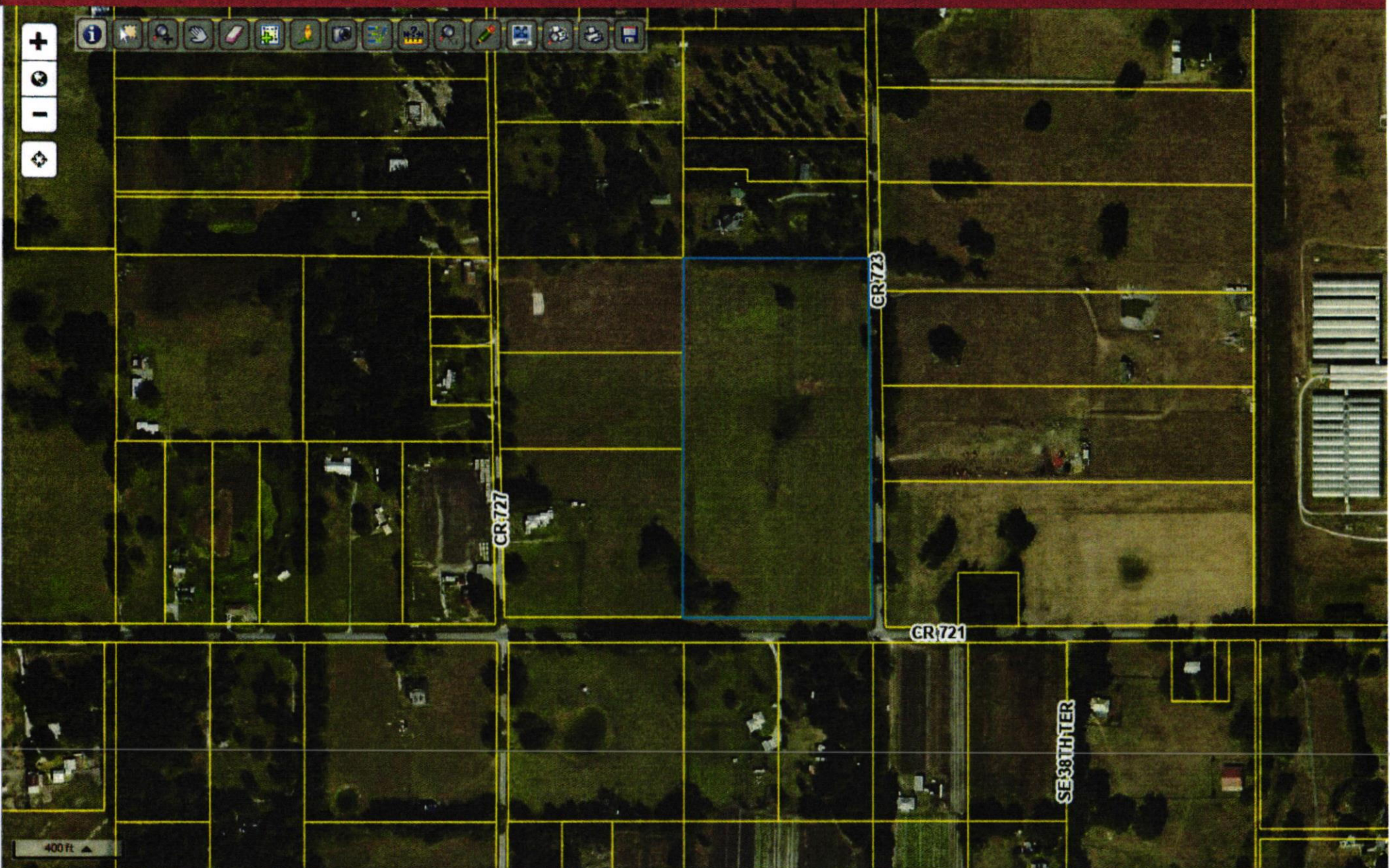
April 1, 2024

Robert Godfrey hereby authorizes Michael Joachim, AICP and Daryl Ash to represent them in planning matters regarding the submission, review and hearing a small scale amendment, annexation, land use, and district change.

Signed:

*Robert J Godfrey*

dotloop verified  
04/18/24 12:28 PM EDT  
EWQV-S0F5-AH92-Q5E3



Parcel ID	T07-106	Alternate IDn/a		Owner Address	GODFREY ROBERT JAMES & BEATRICE H
Sec/Twp/Rng	07-22-23	Class	AGRICULTURAL		4027 SUGAR CREEK LN
Property Address	Unassigned Location RE	Acres	19.22		LAKELAND FL 33811-1394
District	1001				
Brief Tax Description	THE E 1/2 OF SW 1/4 OF NE 1/4 LESS RD R/W				

**ORDINANCE NO. 2024-15**

**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 19.22 ACRES (TAX PARCEL IDENTIFICATION NUMBER T07-106, AND DESCRIBED IN THIS ORDINANCE FROM THE AGRICULTURE FUTURE LAND USE DESIGNATION (COUNTY) TO THE RURAL RESIDENTIAL FUTURE LAND USE DESIGNATION (WEBSTER); 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**, , Robert and Beatrice Godfrey mailing address: 4027 Sugar Creek Lane Lakeland, FL 33811. are the owners of the property which is the subject of this Ordinance; and

**WHEREAS**, The real property, totaling 19.22 +/- acres in size, is located on the North and East of CR 721 and 723 respectively; and

**WHEREAS**, The Godfrey's owned the subject property, in May of 2024 when a voluntary annexation into the municipal limits of the City of Webster, Florida.; and

**WHEREAS**, The City Manager of the City of Webster pursuant to the controlling provisions of State law and the Code of Ordinances of the City of Webster, is petitioning to have the subject property reassigned from the Agriculture (County) Future Land Use designation to the Rural Residential 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 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 Agriculture (County) land use designation to the Rural

Residential 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 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.** 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 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 State law.

PASSED AND ENACTED this \_\_\_\_\_ day of June, 2024.

CITY COUNCIL OF THE CITY OF  
WEBSTER, FLORIDA

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

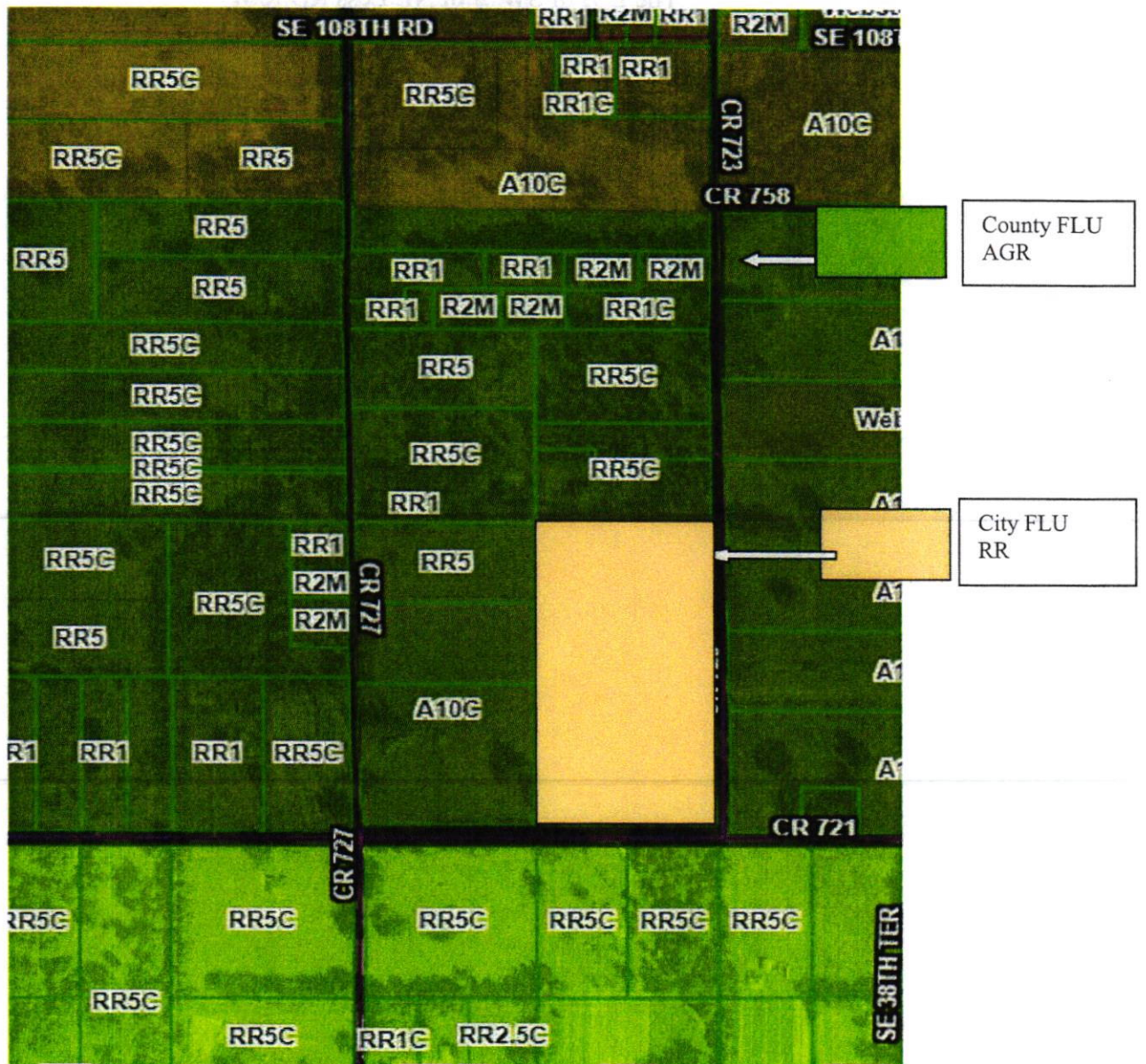
**ATTEST:**

Approved as to form and Legality:

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

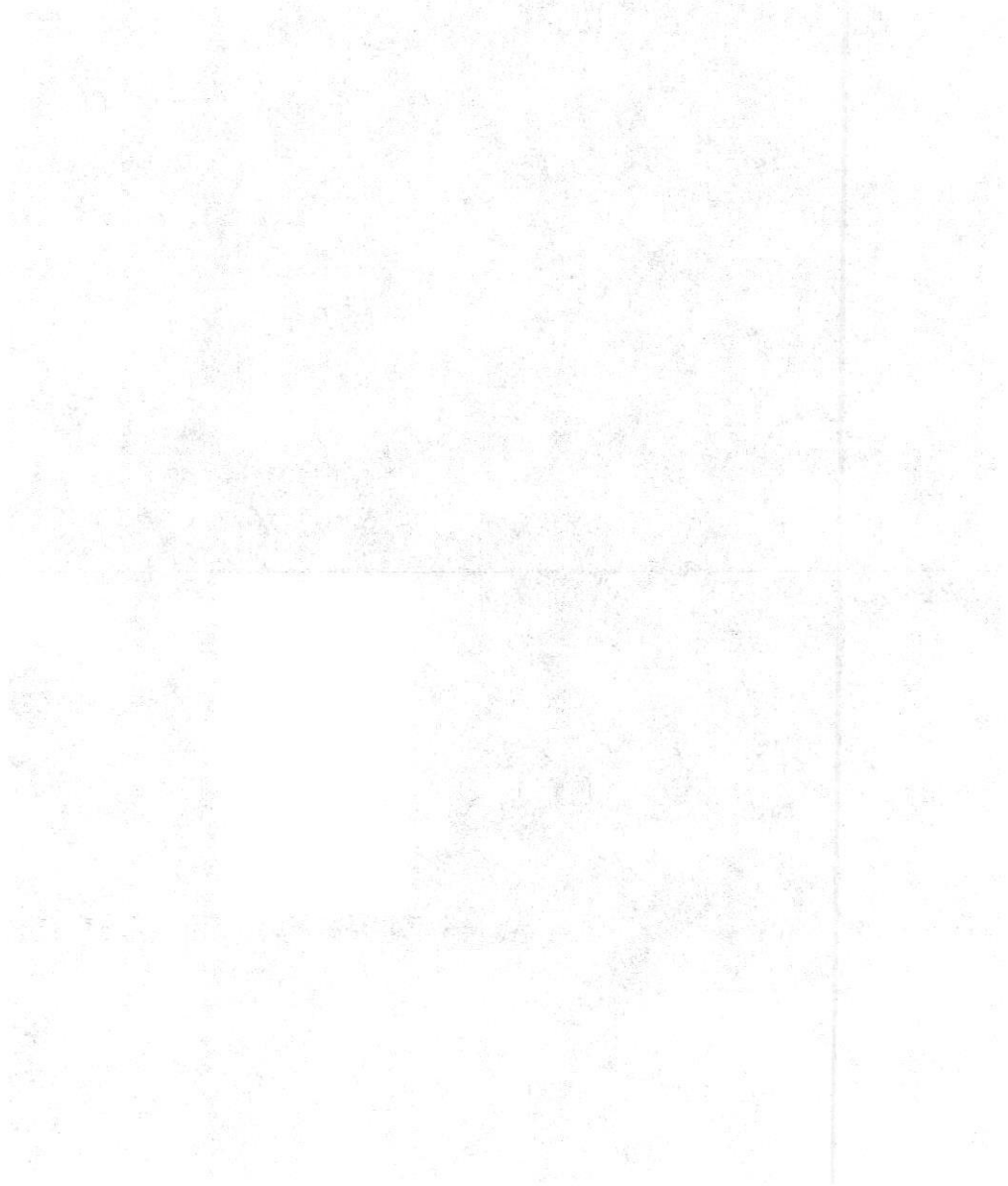
\_\_\_\_\_  
William L. Colbert  
City Attorney

ATTACHMENT 1  
 Future Land Use Map



ATTACHMENT 2  
Legal Description

The E ½ of SW ¼ of NE Less RD R/W



**CITY OF WEBSTER**  
**SMALL SCALE COMPREHENSIVE PLAN AMENDMENT**  
**PLANNING & ZONING**  
**MAY9, 2024**

**CITY COUNCIL**  
**MAY 16, 2024**  
**JUNE 20, 2024**

**CASE NUMBER:** SS-24-06843

**LANDOWNER:** Beatrice and Robert Godfrey

**APPLICANT:** City of Webster

**REQUESTED ACTION:** A small scale land use amendment on 19.22 acres MOL to change the future land use assignment from County – Agricultural to City of Webster – Rural Residential following annexation.

**PARCEL NUMBER:** T07-106

**LEGAL DESCRIPTION:** The E ½ of SW ¼ of NE Less RD R/W

**PARCEL SIZE:** 19.22 acres MOL

**LOCATION:** Located on the North and East of CR 721 and 723 respectively

**GENERAL DESCRIPTION AND BACKGROUND**

This land use amendment is being initiated by staff in conjunction with voluntary annexation into the City. This amendment will add the property to the City’s Future Land Use Map with a Rural Residential future land use assignment (Map 2) consistent with the Webster Joint Planning Area Agreement land use map. The property is currently designated Agricultural on the County Future Land Use Map. This amendment will allow for single-family residential use.

The subject property is sits south of the City of Webster currently, however consistent with the Joint Planning Agreement with the County, lands have the ability to annex into municipalities regardless of being contiguous with the jurisdiction in order to eventually accomplish a more compact and focused area of development and conserve resources.

## **LAND USE SUITABILITY**

As described, the property is currently located in the unincorporated portion of the County, surrounded by Agricultural Land Uses but inconsistent zoning designations. This pattern occurs on the south, and west sides of the parcel, but predominately to the north of the parcel toward the Webster City boundaries. The property is also at the southern boundary of the Urban Development Boundary of the County which allows denser more compact development.

### Urban Sprawl

The proposed amendment meets four (4) of the sprawl test criteria in Florida Statutes Chapter 163.3177.9(b) (Attachment).

### Environmental Resources

The property is a cleared agricultural lot that could easily transition to a residential lot as it does not contain significant natural resources.

### Historic Resources

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

### Population and Housing

The proposed amendment should not negatively impact the availability of housing.

## **CONCURRENCY ANALYSIS**

### Potable Water & Sewer

Water service is not currently available in the area but will be provided by the City of Webster eventually. Should the Applicant move forward to providing utilities to the project, connection with the City of Webster systems will be required in the future when public utilities become available.

### Stormwater Drainage

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

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

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

### **Policy 1.2.4 Agriculture**

The "Agriculture" future land use category is applied to land that is primarily used for the production of plants and animals useful to humans, including to a variable extent the preparation of these products for human use and their disposal by marketing or otherwise....

This land use category shall be located outside the UDA boundary or within the UDA where it serves as a holding area in anticipation of future annexation consistent with the Municipal

Service Areas (MSA) approved between the County and the cities of Bushnell, Center Hill, Coleman, Webster, and Wildwood, or the within the UDA if it is within the jurisdiction of the Cities.

**Policy 1.2.5 Rural Residential**

The “Rural Residential” future land use category is applied to land that is primarily used for or is suitable for residential uses and residential accessory uses. This land use category is typically located within or adjacent to incorporated cities and includes unincorporated residential communities. 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 include small-scale, neighborhood-serving commercial uses, community facilities as described in Policy 1.6.4, public schools, parks, conservation, and agriculture.

- a. This land use category may be applied to lands within or outside the UDA;
- b. Maximum gross density is 2 dwelling units per acre when located inside the UDA, subject to use of central water and sewer services;
- c. Maximum gross density when located outside the UDA or inside the UDA with no central water and sewer service is 1 dwelling unit per acre

*This property is located in a residential area with homes on lots one half-acre in size and larger. The surrounding development is rural residential in nature with a mixture of housing types. It is located inside the Urban Development Area (UDA). The property is suitable for residential use.*

**Future Land Use Policy 1.3.8 Compatibility for Rezoning and Amendments**

Proposed rezonings and future land use amendments 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 the potential land uses; and  
*The requested future land use assignment is consistent with the surrounding neighborhood where homes are located on lots greater than one-half acre.*
- b. The use of clustering, PUD, or other innovative development techniques shall be considered to assure the compatible transition between differing land uses and zoning districts.  
*PUD development would not be appropriate for this parcel.*

**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 IMPROVEMENTS PLAN**

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



## **HEARINGS**

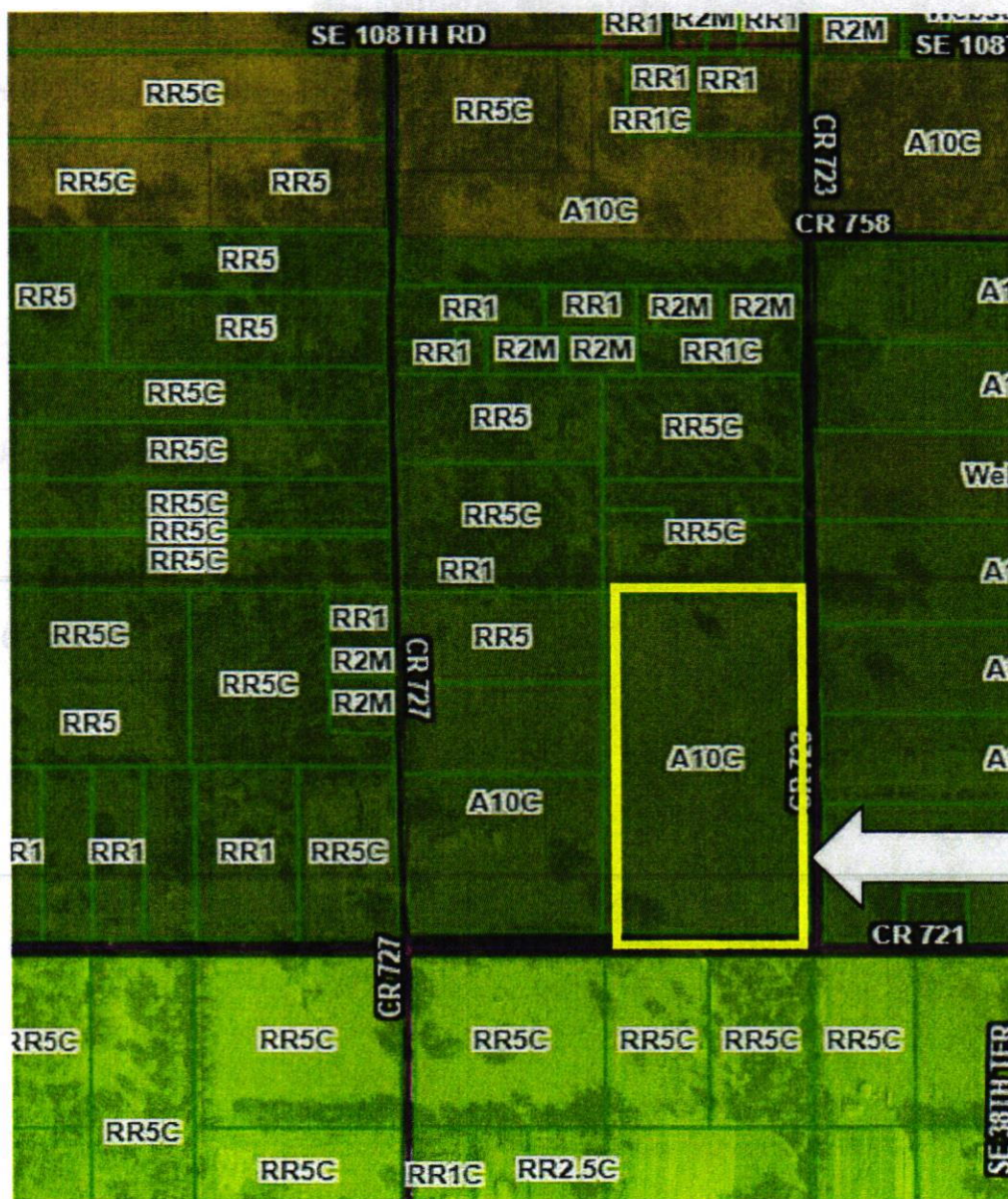
The Application is intended to be heard by the Planning and Zoning Board on May 09, 2024. The Application is also intended to be heard on first reading by the City Council of Webster on May 16, 2024 and June 20, 2024 for final vote.

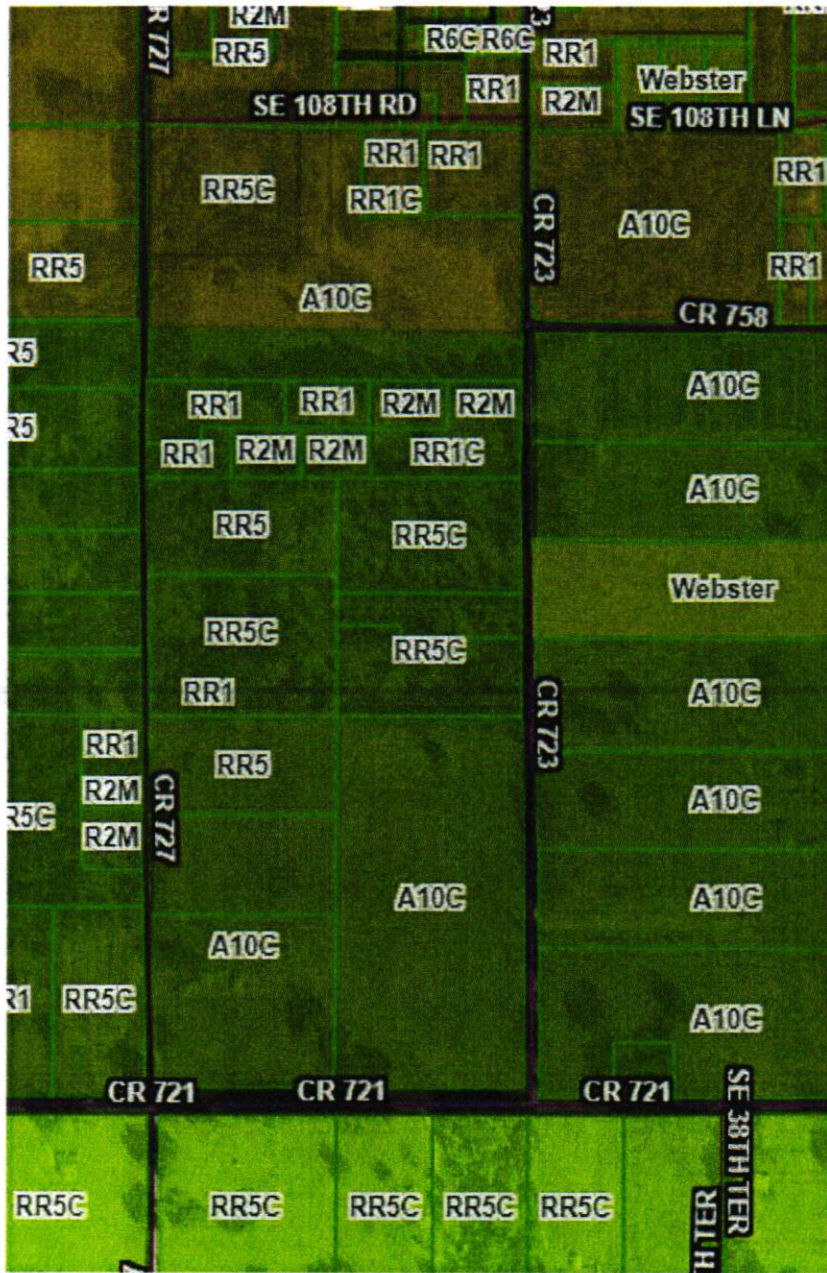
## **CONCLUSIONS**

Staff deemed the application sufficient for review. Staff has found the request in compliance with the minimum requirements of the Webster County Land Development Code and Comprehensive Plan and recommends approval of the petition.

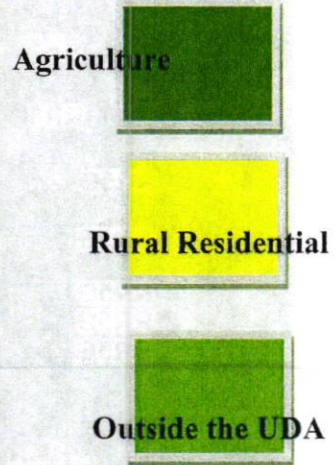
**Notices Sent: 16**

Map 1  
General Location





Future Land Use Map



**Attachment**  
**URBAN SPRAWL ANALYSIS**

The Florida Statutes requires a future land use amendment is required to meet four or more criteria listed in FS 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 subject property does not contain significant native vegetation.**
  
- (V) Preserves Agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils. **The proposed amendment will not affect prime agricultural areas as the property is currently inconsistent with the Agriculture criteria in the code.**
  
- (V) Creates a balance of land uses based upon demands of residential population for the nonresidential needs of an area. **The land use change will not significantly affect the mixture of land uses.**
  
- (VII) Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area. **The requested amendment will maintain the balance of land uses and allow for additional residential rural housing.**

**ORDINANCE NO. 2024-16**

**AN ORDINANCE OF THE CITY OF WEBSTER, FLORIDA PROVIDING FOR THE REZONING OF REAL PROPERTY TOTALING 19.22 ACRES, MORE OR LESS, IN SIZE (TAX PARCEL IDENTIFICATION NUMBER T07-106) WITHIN THE CITY LIMITS TO RR1C, LOW DENSITY RURAL RESIDENTIAL WITH CONVENTIONAL HOUSING 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**, , Robert and Beatrice Godfrey mailing address: 4027 Sugar Creek Lane Lakeland, FL 33811. are the owners of the property which is the subject of this Ordinance; and

**WHEREAS**, The real property, totaling 19.22 +/- acres in size, is located on the North and East of CR 721 and 723 respectively; and

**WHEREAS**, The Godfrey's owned the subject property, in May of 2024 when a voluntary annexation into the municipal limits of the City of Webster, Florida was initiated; and

**WHEREAS**, The City Manager of the City of Webster pursuant to the controlling provisions of State law and the Code of Ordinances of the City of Webster, is petitioning to have the subject property reassigned from the Agriculture (County) Future Land Use designation to the Rural Residential 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,. as well as the recitals (whereas clauses) to this Ordinance.

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

(c). The subject property, which is 0.95 acres MOL in size, is located on the West side of CR 723, 400 ft south of CR 758 off a private easement (Tax Parcel Number T07-050). The legal description of the subject property is provided in Attachment A.

(d). Public services are not currently available to the real property which is the subject of 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 19.22 acres MOL in size, shall be rezoned from A10C(County) zoning districts/classification to RR1C zoning district/classification.

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

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

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

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

**SECTION 6. EFFECTIVE DATE** This Ordinance shall take effect immediately upon enactment provided, however, that the rezoning of property herein set forth shall not take effect until Ordinance Number 2024- relating to the Comprehensive amendment becomes effective..

**PASSED AND ENACTED** this \_\_\_\_\_ day of June, 2024.

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

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

**Approved as to form and Legality:**

**ATTEST:**

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

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

ATTACHMENT 1

Zoning Map



City Zoning  
RR1C



ATTACHMENT 2  
Legal Description

The E 1/2 of SW 1/4 of NE Less RD R/W

**CITY OF WEBSTER  
REZONING APPLICATION**

**PLANNING & ZONING  
MAY 9, 2024**

**CITY COUNCIL  
MAY 16, 2024  
JUNE 20, 2024**

**CASE NUMBER:** R-24-006845

**LANDOWNER:** Beatrice and Robert Godfrey

**APPLICANT:** City of Webster

**REQUESTED ACTION:** Rezone 19.22 acres from A10C (County) to RR1C (Webster) concurrent with small scale amendment SS-24-06843

**PARCEL NUMBERS:** T07-106

**LEGAL DESCRIPTION:** THE E 1/2 OF SW 1/4 OF NE 1/4 LESS RD R/W

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

**EXISTING USE:** vacant-

**FUTURE LAND USE:** Rural Residential (concurrent application)

**PARCEL SIZE:** 19.22 acres MOL

**LOCATION:** Located on the North and East of CR 721 and 723 respectively

**SURROUNDING LAND USE AND ZONING**

The subject property is sits south of the City of Webster currently, however consistent with the Joint Planning Agreement with the County, lands have the ability to annex into

municipalities regardless of being contiguous with the jurisdiction in order to eventually accomplish a more compact and focused area of development and conserve resources.

As described, the property is currently located in the unincorporated portion of the County, surrounded by Agricultural Land Uses but inconsistent zoning designations. This pattern occurs on the south, and west sides of the parcel, but predominately to the north of the parcel toward the Webster City boundaries. The property is also at the southern boundary of the Urban Development Boundary of the County which allows denser more compact development.

### **CASE SUMMARY**

The rezoning will add the property to the City's Zoning Map with a RR1C zoning designation. The RR1C zoning assignment will allow for one residential home and associated accessory uses such as garages, sheds, and swimming pools per one acre lot, once platted. Houses are required to meet Florida Building Code standards.

### **CASE ANALYSIS:**

The request is to adopt City zoning following annexation. This application is concurrent with small scale land use amendment SS-24-06843 which seeks a Rural Residential Future Land Use assignment

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

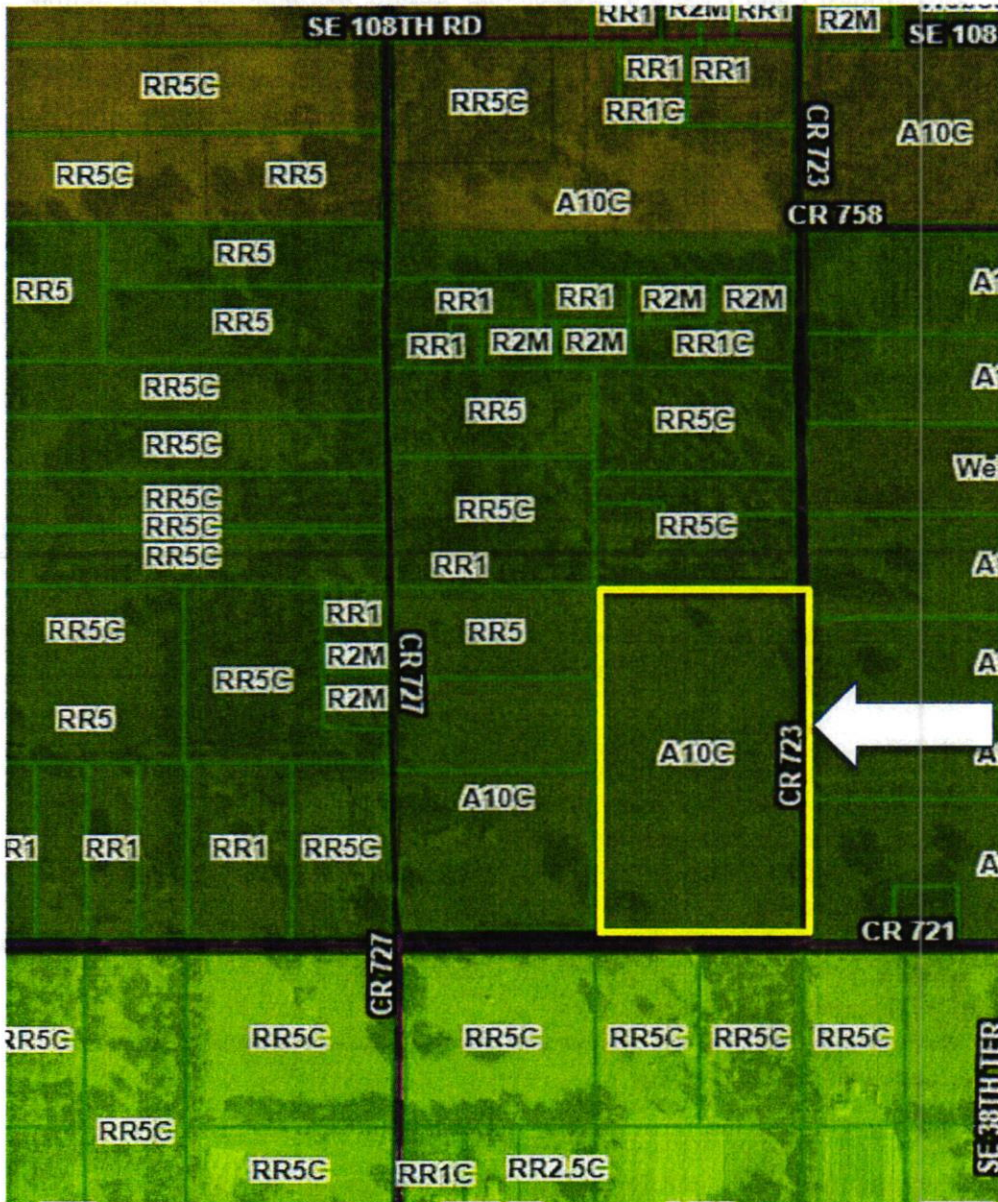
- a) Change of conditions, or absence of changed conditions.  
*The property is being annexed into Webster.*
- b) Community need, or lack of community need.  
*The requested rezoning will allow residential uses in an area with similar uses.*
- c) Benefits to the community.  
*The rezoning will benefit the community by allowing continued residential use of a vested lot..*
- d) The rights of private property owners.  
*This rezoning will preserve the existing rights rights currently in place with County land use and zoning.*

### **CONCLUSIONS**

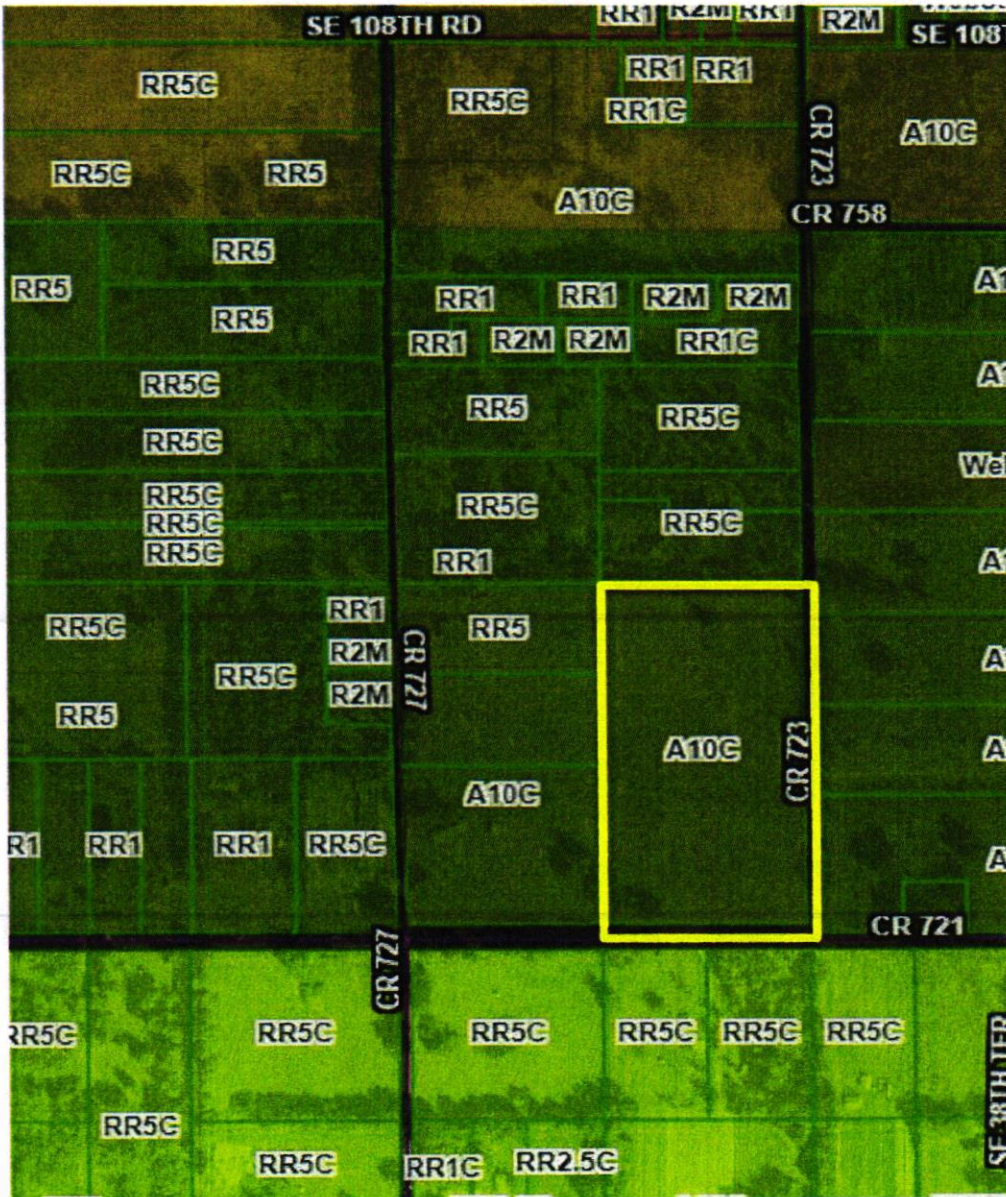
Staff deemed the application sufficient for review. Staff has found the request in compliance with the minimum requirements of the Webster Land Development Code and Comprehensive Plan and recommends approval contingent upon approval of future land use amendment SS-24-06843.

**Notices Sent: 15**

Map 1  
General Location



Map 2  
Surrounding Zoning Assignments



## **ORDINANCE NO. 2024-18**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEBSTER, FLORIDA, AMENDING THE UNIFIED COMPREHENSIVE PLAN OF SUMTER COUNTY, AS PREVIOUSLY AMENDED; PROVIDING FOR AMENDMENT OF MAP 1-5 – 2045 FUTURE LAND USE CITY OF WEBSTER, OF THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE UNIFIED COMPREHENSIVE PLAN OF SUMTER COUNTY, PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Webster, Florida, is proposing to amend its Joint Planning Area boundary as shown in Map 1-5 – 2024 Future Land Use City of Webster, of the Future Land Use Map of the Future Land Use element of the Unified Comprehensive Plan of Sumter County.

**WHEREAS**, the City of Webster and Sumter County work together through the Interlocal Service Boundary and Joint Planning Area Agreements consistent with Chapter 171 part II, Florida Statutes, to coordinate and support growth and expansion through a unified effort when deemed in the best interest of the residents of the City of Webster.

**WHEREAS**, the City of Webster and the County have met to discuss the expansion of utility service areas and how they can support continual annexation into the city.

**WHEREAS**, pursuant to Chapter 163, Florida Statutes, the City is authorized to amend the area of the Joint Planning Agreement.

**WHEREAS**, based on competent substantial evidence presented and considered during properly noticed quasi-judicial public hearings, the City Council of Webster approved the above referenced amendment providing for the City of Webster Joint Planning Area.

**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 sprawl indicators and adoption of this amendment will discourage the proliferation of urban sprawl within the City of Webster.

(d). The above recitations (WHEREAS Clauses) are true and correct and are incorporated herein by this reference.

**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 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 large scale amendment is in compliance with controlling State law.

PASSED AND ENACTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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



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

**PLANNING AND ZONING  
May 9, 2024**

**CITY COUNCIL  
May 16, 2024 – first reading  
June 20, 2024 – final vote**

**CASE NUMBER:** SS-24-06468

**REPRESENTATIVE:** City of Webster

**REQUESTED ACTION:** Amend the Joint Planning Area of the City of Webster to include 4,857 additional acres.

**LOCATION:** City of Webster, Unincorporated Sumter County

**GENERAL DESCRIPTION AND BACKGROUND**

Through coordination with the City of Webster and Sumter County, the City is proposing a boundary change to the Unified Comprehensive Plan Map 1-5 – 2045 Future Land Use City of Webster, to include an additional 4,857 acres in the Joint Planning Area. Per Policy 1.3.1 of the Unified Comprehensive Plan of Sumter County, the Interlocal Service Boundary and Joint Planning Area Agreements (ISBA) were adopted by the Sumter County Board of Commissioners by Ordinance 2009-19, as amended, and Ordinance 2009-21, as amended, with the City of Webster and adopted by Ordinance 2016-22. The Joint Planning Area (JPA) boundary change that the City of Webster is proposing currently, can be seen in Map 1. The City and the County have met to understand where the proposed changes are located and why they are needed. At the time of the City’s Joint Planning Agreement boundary adoption in 2016, the area encompassed 6,060 acres MOL. The City is proposing this area to be increased to 10,917 acres MOL which is an addition of 4,857 acres (Map 1). The new boundary has been created with the consideration of the criteria laid out in the Unified Comprehensive Plan policies 7.2.1 – Interlocal Service Boundary and Joint Planning Area Agreements Adopted by Reference, Policy 7.2.2 – Joint Planning and Municipal Services Area, and Policy 7.2.3. Annexation within the Joint Planning Area.

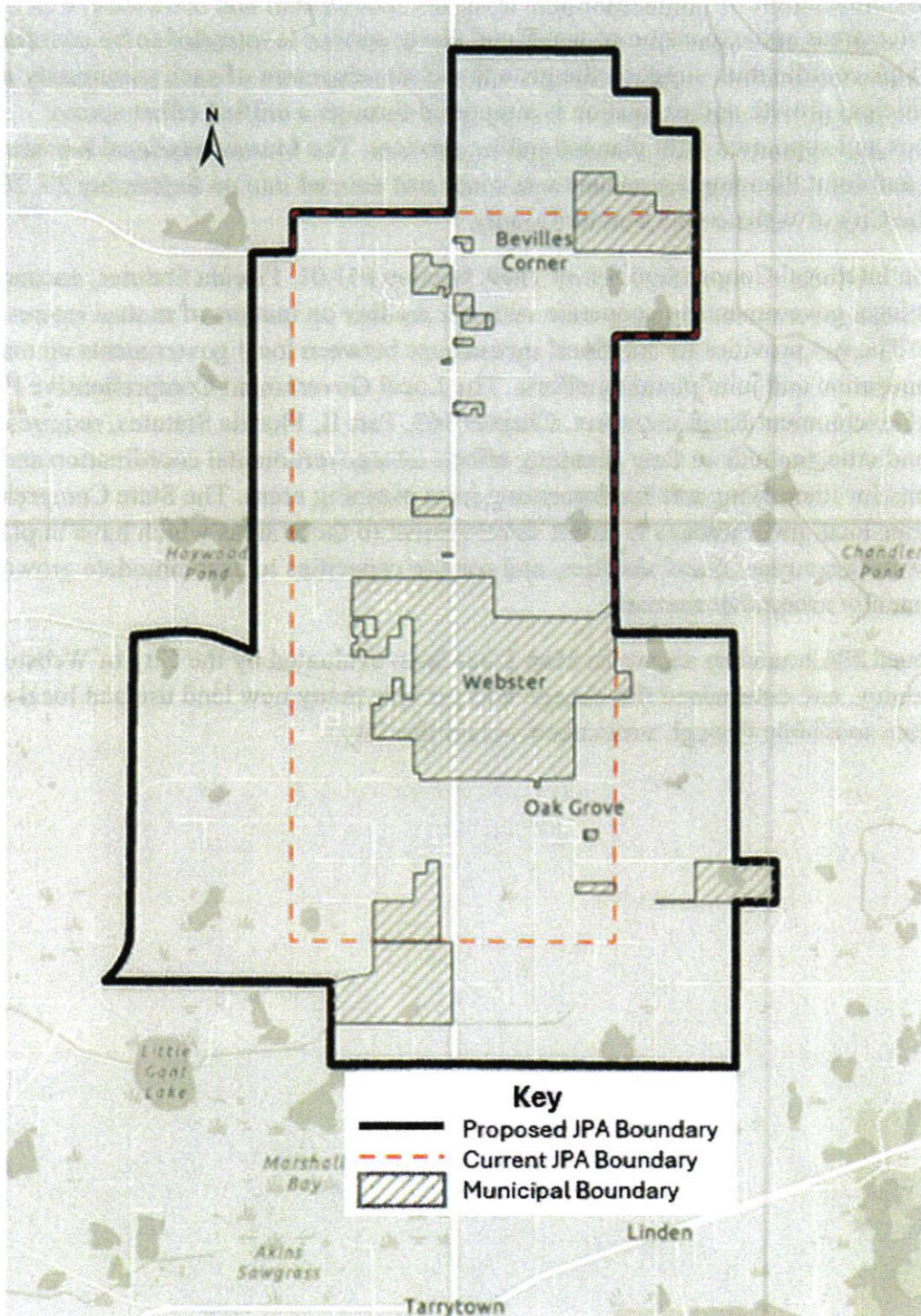
Per Objective 7.2 Interlocal Service Boundary and Joint Planning Agreements of the Unified Comprehensive Plan, the County and Cities shall coordinate services pursuant to the effective

Interlocal Service Boundary Agreement (ISBA) and Joint Planning Agreement (JPA) consistent with Chapter 171 part II, Florida Statutes and adopted by each of the Cities and County. The ISBA assures that land use decisions are consistent with the Comprehensive Plan of each jurisdiction; annexations of unincorporated areas are coordinated and consistent with planned future service areas and expansion of water and sewer service is intended to be coordinated and efficient. This coordination supports the growth and development of each community and future municipal growth and expansion is supported through a unified effort across jurisdictions and supported with planned public services. The Master Interlocal Service Boundary and Joint Planning Agreement was made and entered into on September 29, 2009, between the City of Webster and Sumter County.

The Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local governments to cooperate with one another on matters of mutual interest and advantage. The Act provides for interlocal agreements between local governments on matters such as annexation and joint planning efforts. The Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes, requires that counties and cities include in their planning efforts intergovernmental coordination and mechanisms for identifying and implementing joint planning areas. The State Comprehensive Plan requires local governments to direct development to those areas which have in place the land and water resources, fiscal abilities, and service capacities to accommodate growth in an environmentally acceptable manner.

The proposed JPA boundary shown in Map 1 has been evaluated by the City of Webster and Sumter County, and determined the change will provide many new land use and local service opportunities available through annexation within the City.

**Map 1**  
**JPA Boundary - Current and Proposed**



## **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 County's Capital Improvements program.

## **CONCLUSIONS**

Staff deemed the application sufficient for review. Staff has found the request in compliance with the minimum requirements of the City of Webster Land Development Code and Unified Comprehensive Plan and recommends **approval** of the petition.

**ORDINANCE NO. 2024 - 19**

**AN ORDINANCE OF THE CITY OF WEBSTER, FLORIDA RELATING TO FLEA MARKET OR FARMER'S MARKET OPERATIONS WITHIN THE CITY; AMENDING SECTION 1-2 OF THE CITY OF WEBSTER CODE OF ORDINANCES; AMENDING SECTION 18-2 OF THE CITY OF WEBSTER CODE OF ORDINANCES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS AND REPEALER AND SEVERABILITY; 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 Code of Ordinances is a comprehensive compilation of local laws and regulations that are enforced by the City of Webster, and which outlines the rules and regulations that govern the City of Webster; and

**WHEREAS**, the City Council has determined that the certain Sections of the Code of Ordinances relating to the definition of "flea markets," "farmer's markets," "flea

market operators,” “farmer’s market operators,” “flea market vendors,” and “farmer’s market vendors,” as well as the issuance of business licenses to “flea market vendors” and “farmer’s market vendors” and the operating days for flea markets and farmer’s markets in the City should be amended; and

**WHEREAS**, the City Council hereby finds that this Ordinance is in the best interest of the public, health, safety, and welfare of the citizens and residents of the City.

**WHEREAS**, the City Council is enacting this Ordinance in order to protect and promote the public health, safety and welfare of the citizens of the City.

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

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

The foregoing recitals (whereas clauses) are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance and incorporated herein, *in haec verba*.

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

The purpose of this Ordinance is to amend certain provisions of the City of Webster Code of Ordinances, more specifically **Section 1-2. Definitions and rules of construction**, and **Section 18-2. Flea markets; days and hours of operation**, for the reasons set forth in this Ordinance.

**SECTION 2. AUTHORITY.**

Pursuant to Article VIII, Section I of the Florida Constitution and Section 166.021 of the Florida Statutes, the City of Webster City Council has all powers of local self-

government to perform city functions and render city services and facilities except when prohibited by law, including the authority to establish and amend its Code of Ordinances.

**SECTION 3. AMENDMENT TO CITY OF WEBSTER CODE OF ORDINANCES.**

The City Council hereby amends the City of Webster Code of Ordinances, specifically amending as follows:

**Sec. 1-2 - Definitions and rules of construction.**

Sec. 1-2 - shall be amended by adding the following definitions:

*Flea market or farmer's market* means a business or premise, whether enclosed by a building or structure or not, in which individual stalls, tables, booths or other spaces are rented to vendors, other than the owner, for the purpose of individually exposing, offering for sale or selling new or used articles, foodstuffs, fruits, vegetables, services or other goods, wares or merchandise or exposing samples, patterns or specimens of any goods, wares or merchandise to be delivered at a later date.

*Flea market operator or farmer's market operator* is a person or entity that legally owns or operates any premises as a flea market or farmer's market; a flea market operator or farmer's market operator carries on the business of renting, leasing, or otherwise providing a table, booth, stall, or other such space to flea market vendor or farmer's market vendor for no more than thirty-six (36) hours of operation in any consecutive seven (7) day period, or who advertises or holds himself or herself out as carrying on that business.

*Flea market vendor or farmer's market vendor* means a person or entity legally engaged in exposing, selling or offering for sale, any new or used articles, foodstuffs, goods, wares or merchandise at a flea market or exposing samples, patterns or specimens of any goods, wares or merchandise to be delivered at a later date.

*Swap meet* shall mean flea market.

**Sec. 18-2. - Flea markets and farmers' markets.**

- (a) Any person who is a flea market vendor or farmer's market vendor shall be required to obtain a City of Webster business license prior to engaging in the business of a flea market vendor or farmer's market vendor within the City of Webster.
- (b) The City Manager is authorized to establish a procedure whereby a flea market operator or farmer's market operator may be permitted to obtain a City of Webster business license for any flea market vendor or farmer's market vendor renting, leasing, or otherwise occupying a table, booth, stall, or other such space in such flea market operator's or farmer's market operator's flea market or farmer's market. The City Manager is authorized, as he or she deems appropriate or advisable, to offer a discount or fee to such flea market operator or farmer's market operator for the obtaining of a City Webster license for any of its flea market vendors or farmer's market vendors.

**SECTION 4. CODIFICATION; SCRIVENER'S ERRORS.**

It is the intention of the City Council, and it is hereby ordained, that the provisions of this Ordinance shall be reflected and made a part of the City of Webster Code of Ordinances and the word "Ordinance," or similar words may be changed to "section," "article," or other appropriate word or phrase and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to make such changes and to rescind those sections of the Code declared null and void as set forth herein.

Section 3 of this Ordinance shall be codified, and all other sections shall not be codified.

Typographical errors and other matters of a similar nature that do not affect the



intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

**SECTION 5. IMPLEMENTING ADMINISTRATIVE ACTIONS.**

The City Manager is hereby authorized and directed to take such actions as he or she may deem necessary and appropriate to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary, and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

**SECTION 6. CONFLICTS AND REPEALER.**

This Ordinance shall be cumulative of all provisions of the Ordinances of the City, except where the provisions of this Ordinance are in direct conflict with the provisions of another Ordinance, in which event all Ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**SECTION 7. SEVERABILITY.**

If any section, sentence, phrase, word, or portion of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to impair the validity or effect of any other action or part of this Ordinance.

**SECTION 8. EFFECTIVE DATE.**

This Ordinance shall take effect immediately upon enactment.

**PASSED AND ENACTED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

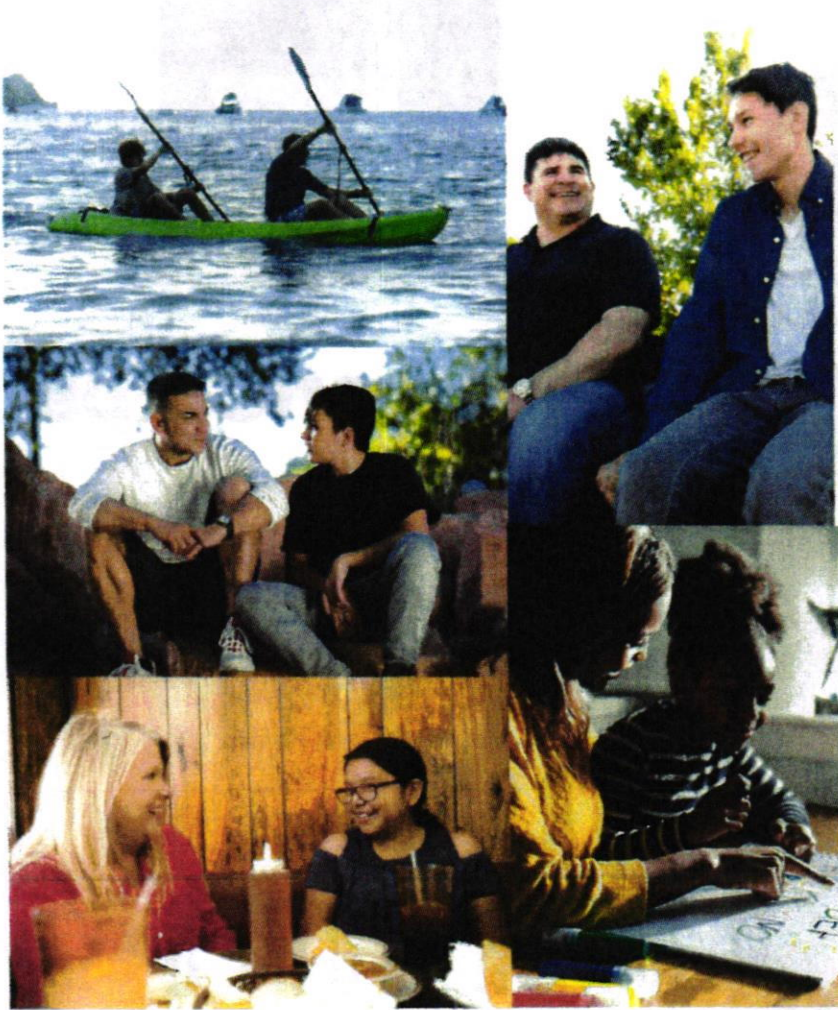
**ATTEST:**

\_\_\_\_\_  
**Anagalys Vigoa  
Mayor**

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

**Approved as to form and Legality:**

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



# BE BIG. BECOME A MENTOR.

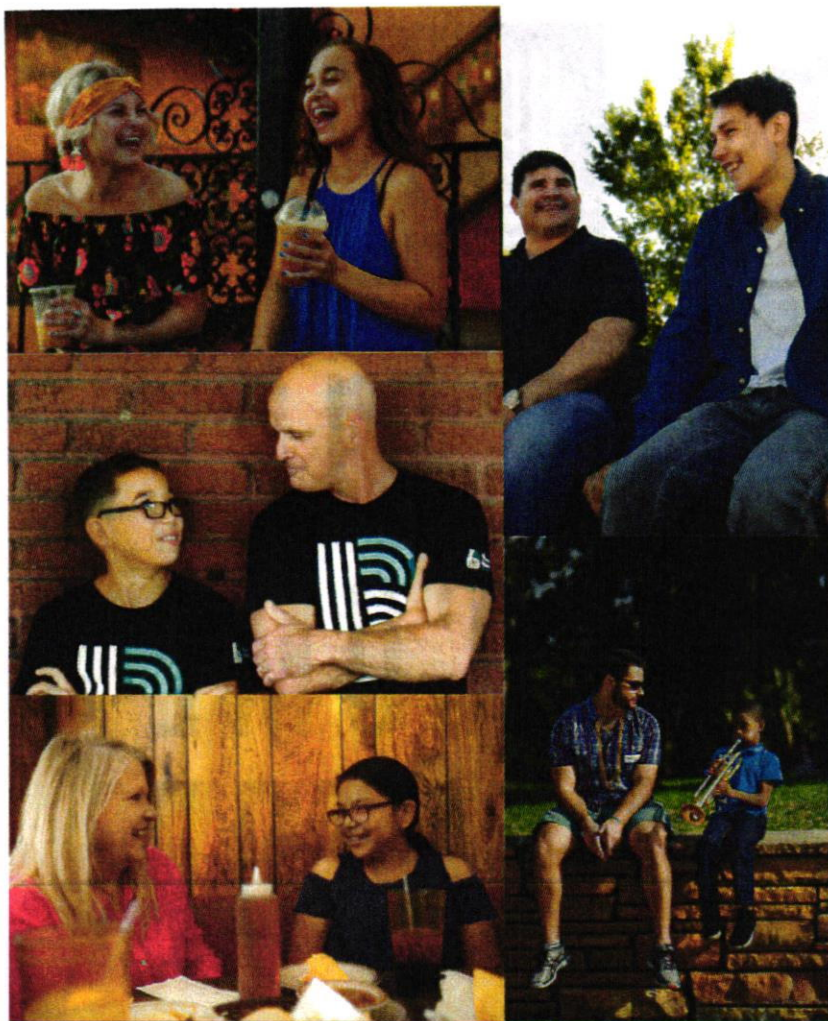
It takes as little as 1 hour a week to ignite the potential within a child in our community. Being a Big means being a friend and role model while enjoying things you both love - going to a ball game, taking a bike ride, or exploring a museum. The first step is to attend a Virtual Big Orientation & Training Session.



Contact: Nancy Larger at [NancyL@bbbstampabay.org](mailto:NancyL@bbbstampabay.org) or 352-587-4994

View the complete schedule of upcoming Virtual Big Orientation & Training sessions.

Scan the QR code or visit [bbbstampabay.org/be-a-big](http://bbbstampabay.org/be-a-big)



**AmeriCorps**

**SHOW THEM  
MORE WITH  
BBBS &  
AMERICORPS**

Big Brothers Big Sisters and AmeriCorps have partnered together to pair local youth with volunteer mentors. As a volunteer, you are supported by our team of specialists.

As part of the Big Brothers Big Sisters of Tampa Bay network, we are accountable for children in the program and provide measurable outcomes, such as educational success, avoidance of risky behaviors, higher aspirations, greater confidence, and better relationships.

Contact Nancy Larger for more information  
[NancyL@bbbstampabay.org](mailto:NancyL@bbbstampabay.org) or 352.587.4994



To learn more about our mentoring programs, scan the QR code or visit:  
[bbbstampabay.org/be-a-big](http://bbbstampabay.org/be-a-big)

# Purified Water Services, LLC

## Water Treatment Solutions

Kenny Williams, Owner



### OPERATION SERVICE AGREEMENT

**Facility Name:** City of Webster  
**Facility Address:** 85 East Central Ave, Webster, FL 33597  
**Services Provided:** Water Services

THIS AGREEMENT is to commence on **8/1/2024**, between **Purified Water Services, LLC**, whose address is 440 CR 416 S, Lake Panasoffkee, FL 33538, referred to herein as Contractor, and **City of Webster** being the lawful facility operator/agent/tenant/owner, hereafter referred to as Owner, whose mailing address is: **85 East Central Ave, Webster, FL 33597**.

IN CONSIDERATION of the mutual covenants contained herein and other valuable considerations, the sufficiency of which is hereby acknowledged by both parties regarding the details herein, the parties do hereby promise, covenant, and agree as follows:

Contractor will provide operation services related to the water and/or wastewater treatment facilities referenced above where the property is owned by Owner and physically located at the address above in Sumter County, as detailed below:

#### **I. Operation of Treatment Facilities-BASIC SERVICES**

- A. Contractor will provide site visits as required by the current permit(s) to the permitted facility utilizing personnel having the required state certification. Site visit frequency is detailed in Exhibit A, which is attached.
- B. Contractor will maintain accurate and complete records on plant operation and laboratory data as required by the appropriate Regulatory Agency(s) having jurisdiction and shall submit all operating reports, as currently required, to the permitting Regulatory Agency, with a copy to the owner if requested. Records will be kept digitally on-site at the facility.
- C. Contractor will provide its services in a safe manner and with the appropriate efficiency consistent with the plant's ability to function effectively.
- D. The Contractor is required to report to the permit issuing Regulatory Agency and the Owner (permittee), within 24 hours, the discovery of any serious plant breakdown or condition causing or likely to cause:
  - 1. Unsafe treatment plant operations
  - 2. Any discharge of water or wastewater not in accordance with the facility permit, and/or
  - 3. Any major interruption in service
- E. In addition to D) above, when observed or experienced, the Contractor will inform the Owner of any features or appurtenances of the facility which may be an impediment to the efficient or reliable operation of the facility, and which require repair or replacement. If authorized by the Owner, and at Owner's expense, the Contractor shall initiate corrective actions.



**Kenny Williams, Owner**

- F. In addition to E) above the Contractor shall at least annually coordinate with the Owner a joint field evaluation of the facilities to review the general condition and appearance of the facility, noting such maintenance and housekeeping issues that may be of concern to the permitting Regulatory Agency during an inspection by such Agency. The Contractor's advice whether given during routine visits or during such joint field evaluations with the Owner, is based upon the Contractor's regulatory knowledge, operations experience, and previous inspections of comparable facilities and/or the Owner's facilities. Such advice by the Contractor is not a guarantee to the Owner those other items not so identified by the Contractor, or the Owner may be of concern to the inspecting Regulatory Agency at the time of the Agencies' inspection.
- G. As a part of its base operations service routine, the Contractor shall perform field tests as necessary to assist in the operation of the facility and as necessary to comply with the per visit requirements currently set forth by the permitting Regulatory Agency. Such routine observation and field tests for water facilities consists of chlorine residual and flow and for wastewater facilities consists of chlorine residual, pH, and flow. The cost for field tests as outlined above is included in the base operations service fee.
- H. The Contractor is responsible for the coordination of the physical pulling of monthly, quarterly or annual samples in accordance with the current sampling schedule approved by the Regulatory Agency. The Contractor will also coordinate the testing of such samples by a certified laboratory and shall incorporate the results of such testing in the appropriate reports to the Regulatory Agency. The Contractor is responsible for operating the Owner's facility to meet the current limits of the permit and within the applicable laws, rules, and regulations of the Regulatory Agency, within the capabilities of the facility to treat the water or wastewater. The cost of pulling of samples, supplies, due care, transportation to the laboratory, and receiving the results from the laboratory is not included in the Contractor's charge for basic services unless so specified in Part II- Payment Schedule.
- I. Contractor will coordinate chemical delivery to the treatment facility. If contractor provides chemicals, they will be billed according to rates in Exhibit B attached, or at cost plus reasonable markup and delivery. Contractor will maintain the operability of the disinfection system; however, the upkeep expense of replacing tubing, check valves, and other small items of the system will be billed to and paid by the Owner as needed.
- J. Contractor shall conduct services with the safety of staff and public as a primary focus. It is required by regulatory agencies that the physical plant be maintained by the Owner in a manner that protects all persons associated with operations or use. Contractor will advise Owner of any apparent safety concerns; however, this provision does not mean the Contractor is responsible for any repairs or changes needed to ensure safety at the treatment site unless the Contractor has been engaged to repair such and said deficiencies are a portion of or the result of work by the Contractor.



## II. Payment Terms and Schedule

- A. Owner will pay **\$1,560.00** for basic operation services of the permitted facility(s). This is equivalent to \$ 60.00 per visit, including all services and sampling indicated in Exhibit A. The monthly Base Operation Fee will be billed in a lump sum at the beginning of each month for the previous month's services.
- B. Sampling costs for required sampling/testing will be billed in accordance with the rates listed in Exhibit A. If indicated, sampling will be included in the Base Operation Fee.
- C. Sampling (additional to the above) if performed by the Contractor, will be invoiced in accordance with the fee schedule shown in Exhibit B. Exhibit B is attached and subject to change without notice.
- The listed sampling/testing alternatives do not include tri-annual, special events, lead and copper, or additional sampling as may be determined necessary by the Regulatory Agency in addition to the scheduled sampling plan.
- D. Additional requirements: **If additional time is needed over the scheduled 30 minutes per day to operate the WWTP plant during peak conditions those hours will be charged according to the rates listed in Exhibit B.**
- E. A monthly fuel surcharge fee may be charged. This fee is based upon the number of weekly visits required under the permit necessary to provide base operations services.
1. The fuel surcharge fee may be adjusted annually between April and May to reflect the increase or decrease in fuel costs based upon the annual weighted average change in fuels costs. Fuel surcharge, if indicated below, is applicable to this Agreement in addition to the Base Operations Service fee.
  2. The current fuel surcharge is **\$0.00/month**.
- F. Base Operation Fee will be adjusted yearly based upon changes in the "Year End" consumer price index (CPI) as determined yearly by the U.S. Government for the category index of "Water and Sewage Maintenance." Such CPI adjustment shall be applied each April.
- G. Should it become necessary to perform services or provide material not listed in items above, Contractor shall notify the Owner. For services totaling less than \$500 verbal notification and approval is acceptable. For services estimated to exceed \$500 the Contractor will provide Owner with a proposal which must be accepted, signed, and returned to Contractor before Contractor will undertake any such work. In cases of an emergency, the above stated process may not occur, in which case the prevailing service rates shown in Exhibit B will apply. All materials provided are at cost plus reasonable Contractor markup.
- H. In the event the client reasonably disputes a portion of an invoice other than a base service charge, the client may in writing lodge a Billing Dispute Notice within ten (10) calendar days from the receipt of the relevant Invoice and state their objections in the Notice. Purified Water Services,



**Kenny Williams, Owner**

LLC will respond to the Bill Dispute Notice within thirty (30) calendar days of its receipt and interest will not be applied to the disputed amount until resolved but under no circumstances shall such abatement last longer than sixty (60) days. Payment is due within the terms of the contract for all amounts not in dispute.

- I. **Payment Methods** - The price quotes and schedule of fees for all services rendered by or through the Contractor anticipates that payments will be received as cash or check. Payment by other methods such as credit cards will not be accepted for services under prices quoted herein. Additionally, should the OWNER utilize the services of a payment processing company, Purified Water Services, LLC will not contract with nor pay any fee associated with these services. All fees or charges associated with the payment method or procedure selected by the Owner shall be paid by the OWNER. Prompt payment of all invoices is expected, and any invoices remaining unpaid 30 days after issued will be assessed interest at an interest rate of 1% per month (12% annual).
- J. **Return Check Fee** – If a check is returned for any reason at all, Owner will pay an additional charge of \$25.00 per returned check. If a check is returned, then, for the purposes of calculating late charges, it will be as if payment represented by the check had never been made.

### **III. Insurance**

Contractor will carry and maintain throughout the period of the contract Commercial General Liability Insurance and Worker's Compensation at Contractor's sole expense.

### **IV. Non Solicitation of Employees**

Owner acknowledges that Purified Water Services, LLC incurs substantial recruitment, screening, training, administrative, and marketing expenses with respect to their operators, and that the identity, telephone number, address, skills, qualifications, preferences, and work history of the operators constitute trade secrets of Purified Water Services, LLC. Accordingly, Owner agrees not to directly or indirectly utilize, offer to hire, hire on a permanent or part-time basis, or engage as an independent contractor or free-lancer any operator employed or previously employed by Contractor during the period of this agreement, or within 2 years of termination of this Agreement without the expressed prior written consent of Purified Water Services, LLC. If the Owner violates this paragraph, Owner promises to pay a conversion fee equal to one year's annual bill rate in effect at the time of termination of the services of Purified Water Services, LLC or \$10,000 dollars, whichever is greater.

Purified Water Services, LLC cannot directly or indirectly utilize, offer to hire, hire on a permanent or part-time basis or engage as an independent contractor or free-lancer any employee currently employed or previously employed by the City of Webster during the period of this agreement, or within 2 years of the employee's end of employment with the city without expressed prior written consent of the City of Webster. If the Contractor violates this paragraph, the Contractor promises to pay a conversion fee equal to one year of the employee's salary in effect at the time of the employee's end of employment with the city or \$10,000 dollars, whichever is greater.





**V. Duration of Agreement**

The stated term of this contract is for one calendar year and will automatically renew unless otherwise notified by either party no later than 60 days prior to the contract anniversary. Either party may cancel or terminate this contract for any reason with a sixty (60) day written notice. Contractor reserves the right to cancel this agreement without sixty (60) days written notice if Owner's account becomes thirty (30) days past due.

Any notices of cancellation shall be presented by certified mail to Owner or Contractor address as listed on page 1 of this agreement.

**VI. Jurisdiction / Attorney's Fees**

Payment for services rendered under this agreement is due in Sumter County, Florida, and failure to timely and fully make any payment constitutes a breach of this agreement, with such breach deemed by the parties hereto to have occurred in Sumter County, Florida. The sole and exclusive venue for any legal action arising from or relating to this agreement shall be in Sumter County, Florida, to the exclusion of any other venue or court.

The prevailing party in any legal action shall be entitled to an award of costs and reasonable attorney's fees related to litigation. This includes, but is not limited to, expenses incurred in any attempt to collect on this contract, interest accumulated, as well as court filing fees.

This agreement, consisting of 7 pages including the signature page, Exhibit A, and Exhibit B, represents the entire understanding between the Owner and Contractor and may only be modified in writing and signed by both parties.

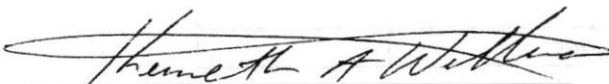
**Facility Owner or Representative**

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

\_\_\_\_\_  
Printed Name and Title

**Contractor**

**Purified Water Services, LLC**

By:  5/21/2024  
Signature Date

Kenneth A. Williams, President  
Printed Name and Title

# Purified Water Services, LLC

## Water Treatment Solutions

Kenny Williams, Owner



2 Kings 2:20-22

### Exhibit A Facility Details

Service Effective Date: 8/1/2024  
 Facility Name: Webster  
 Facility Address: Webster, FL  
 Owner Name: City of Webster  
 Owner Address: 85 East Central Ave, Webster, FL 33597

	Facility Type(s)	Site Visit Frequency	
		Days/Week	Weekend Visit(s)
X	Water Treatment Plant (WTP)	5	1
	Wastewater Treatment Facility (WWTF) (includes master lift station check)		
	Lift Station Check Services (LS) (in addition to master lift station)		
	Water Filtration Check (salt additional)		

Base Operation Fee: \$ **1,560.00** per month  
 equivalent to \$ 60.00 per visit for all services as indicated

#### Sampling Costs

Does not include sampling (billed according to Exhibit B rates)  
 Does include the below listed sampling/testing:

Required Sampling Frequency			
	Facility	Sample	Frequency
X	WTP	Total Coliform	Monthly
	WTP	Nitrate Only	
X	WTP	Nitrate/Nitrite	Annually
	WTP	Consumer Confidence Report (CCR)	
	WWTF	Effluent CBOD	
	WWTF	Effluent TSS	
	WWTF	Effluent Fecal Coliform	
	WWTF	Effluent Nitrate	
	WWTF	Effluent TN	
	WWTF	Effluent TP	
	WWTF	Influent CBOD	
	WWTF	Influent TSS	
	WWTF	Groundwater Monitoring	

Approx. Sodium Hypochlorite Gallons/Month Included

Refer to Exhibit B for additional sampling and service fees as needed.

# Purified Water Services, LLC

## Water Treatment Solutions

Kenny Williams, Owner



### Exhibit B SCHEDULE OF SERVICE FEES

Additional Sampling	
Description	Price
Alkalinity	\$ 55.00
Ammonia	\$ 55.00
Arsenic	\$ 55.00
Asbestos	\$ 495.00
Cadmium	\$ 55.00
Calcium Hardness	\$ 30.00
CBOD	\$ 55.00
Chloride	\$ 52.00
Chromium	\$ 55.00
Color	\$ 50.00
Conductivity	\$ 25.00
Copper	\$ 75.00
Dalapon	\$ 300.00
Fecal Coliform	\$ 55.00
Gross Alpha	\$ 125.00
HAA5	\$ 250.00
Hexachlorocyclopentadiene	\$ 550.00
Lead	\$ 75.00
Magnesium	\$ 40.00
MLSS	\$ 45.00
Nitrate	\$ 45.00
Nitrite	\$ 45.00
Nitrogen Series	\$ 125.00
Ortho Phosphate	\$ 30.00
SOC - Synthetic Organic Contaminants	\$ 1,500.00
Primary Inorganics	\$ 350.00
Radium 226	\$ 200.00
Radium 228	\$ 300.00
Secondary Contaminants	\$ 300.00
Sludge Analysis	\$ 650.00
Sodium	\$ 55.00
Sulfate	\$ 50.00
TDS	\$ 50.00
TKN	\$ 55.00
Total Coliform	\$ 55.00
Total Iron	\$ 40.00
Total Nitrogen	\$ 75.00
Total Phosphorous	\$ 75.00
TSS	\$ 45.00
TTHM	\$ 250.00
Turbidity	\$ 45.00
Unionized Ammonia	\$ 25.00
VOC - Volatile Organic Contaminants	\$ 300.00

General Service Fees		
Description		Price
Tradesman/Chief Mechanic	per Hr	\$ 135.00
Maintenance Technician	per Hr	\$ 100.00
Water and Wastewater Plant Operator (Lead)	per Hr	\$ 135.00
Water and Wastewater Plant Operator	per Hr	\$ 125.00
Administrative Support	per Hr	\$ 85.00
Consumer Confidence Report (CCR)	each	\$ 550.00

Labor Rates of 1.5 times the regular hourly rate will apply under the following circumstances:  
Monday - Friday from 4:00 pm to 7:00 am and weekends at all hours.

Labor Rates of 2.0 times the regular hourly rate will apply on holidays.

Equipment Fees		
Description		Price
RPZ Certification	each	\$ 200.00
Lift Station Calibration and Testing	each	\$ 375.00
Crane Truck	per Hr	\$ 250.00

Chemical Fees		
Description		Price
Sodium Hypochlorite (Bleach)	per gal	\$ 4.00

Fees are subject to change without notice and are updated annually at a minimum. Invoices may be subject to fuel surcharges.