

City of Webster, Florida

Regular Council Meeting

October 21, 2021

6:00 p.m.





AGENDA
CITY OF WEBSTER
Regular Council Meeting
Webster City Hall, 85 E. Central Avenue
October 21, 2021 - 6:00 P.M.

I. CALL TO ORDER

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

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

II. APPROVAL OF MINUTES

Approval of Final Budget Hearing – September 16, 2021

M_____ S_____ Roll Call Vote

Approval of Regular Council Meeting – September 16, 2021

M_____ S_____ Roll Call Vote

III. CITIZEN FORUM

IV. CONSENT AGENDA

Approval of Waste Connections Contract Renewal for 2 Years – November 1, 2021 through October 31, 2023

Interlocal Agreement with Sumter County Board of County Commissioners for Gas Tax

Approval of Developers Agreement with Jon Jones

M_____ S_____ Roll Call Vote for Approval

VI. CORRESPONDENCE TO NOTE

HR/ Finance

Director of Public Works

Law Enforcement

VII. PUBLIC HEARINGS

Second Reading of Ordinance 2021-06 – Comprehensive Plan Amendment

M_____ S_____ Roll Call Vote to Read by Title Only

M_____ S_____ Roll Call Vote for Approval

V. NEW BUSINESS

Drainage Ditches – Mike Foote

M_____ S_____ Roll Call Vote for Approval

Cleaning Services Proposals

M_____S_____ Roll Call Vote for Approval

Receipt Printers for City Hall

M_____S_____ Roll Call Vote for Approval

VIII. CITY ATTORNEY'S REPORT AND REQUESTS

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

X. STAFF REPORTS

Sheriff's Office Planning and Development Services City Manager
XI. ADJOURNMENT

M_____S_____ -Roll Call Vote.

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



MINUTES

CITY OF WEBSTER

Final Budget Hearing
Webster City Hall, 85 E. Central Avenue
September 16, 2021, 5:30P.M.

I. CALL TO ORDER

Pledge of allegiance, Invocation, and Determination of Quorum.

Mayor Yost called the meeting to order at 5:30 P.M. Present were Mayor Yost, Councilmember Thompkins Sr., Mayor Pro -Tem Malott and Councilmember Cherry. We have quorum. Councilmember Vigoa was absent due to an illness.

II. APPROVAL OF MINUTES

Mayor Pro-Tem Malott motioned to approve the Tentative Budget Hearing minutes for September 9, 2021, seconded by Councilmember Cherry

The vote was as follows:

Councilmember Nancy Cherry - Yes

Mayor Pro - Tem Tonya Malott - Yes

Mayor Bobby Yost – Yes

Councilmember William Thompkins Sr. -Yes

Motion Passed 4-0.

III. CITIZENS FORUM

Judie Mueller of 160 NE 2nd Ave asked council if there was money set aside in the budget for tree trimming services.

Council and City Manager explained to her that yes there was a set amount of money allocated for tree trimming services, but the budget must be adopted first. After budget is adopted; the city will research cost associated with contracting with a tree service.

VI. PUBLIC HEARINGS

**Approval of Resolution 2021-07 – Amending City of Webster 2020-2021 Annual Operating Budget
Motion for Approval by Councilmember Cherry, seconded by Mayor Pro –Tem Malott**

The vote was as follows:

Councilmember Nancy Cherry - Yes

Mayor Pro - Tem Tonya Malott - Yes

Mayor Bobby Yost – Yes

Councilmember William Thompkins Sr. -Yes

Motion Passed 4-0.

**Approval of Resolution 2021-08 – Establishing the Millage Rates to be Levied for Fiscal Year 2021-2022
Motion for Approval by Councilmember Cherry, Seconded by Mayor Pro –Tem Malott**

The vote was as follows:

Councilmember Nancy Cherry - Yes

Mayor Pro - Tem Tonya Malott - Yes

Mayor Bobby Yost – Yes

Councilmember William Thompkins Sr.-Yes

Motion Passed 4-0.

**Approval of Resolution 2021-09 – Adoption the City of Webster Annual Operating Budget for 2021-2022
Motion for Approval by Councilmember Cherry, seconded by Mayor Pro –Tem Malott**

The vote was as follows:

Councilmember Nancy Cherry - Yes

Mayor Pro - Tem Tonya Malott - Yes

Mayor Bobby Yost – Yes

Councilmember William Thompkins Sr. -Yes

Motion Passed 4-0.

XI. ADJOURNMENT

Councilmember Cherry motioned to adjourn; Councilmember Thompson Sr. seconded the motion.

The vote was as follows:

Mayor Bobby Yost – Yes

Mayor Pro-Tem Tonya Malott- Yes

Councilmember Nancy Cherry- Yes

Councilmember William Sr. Thompson -Yes

Motion Passed 4-0.

Meeting Adjourned at 5:47 pm

Attest:

Deanna Naugler, City Manager

Melissa Britt, Assistant City Clerk



MINUTES

CITY OF WEBSTER

Regular Council Meeting

Webster City Hall, 85 E. Central Avenue

September 16, 2021

6:00 P.M.

I. CALL TO ORDER

Pledge of allegiance, Invocation, and Determination of Quorum.

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

II. APPROVAL OF MINUTES

Councilmember Cherry Motioned to Approve the August 19, 2021, Minutes, Seconded by Councilman Thompkins, Sr.

The vote was as follows:

Mayor Yost – Yes

Mayor Pro-Tem Malott- Yes

Councilmember Cherry- Yes

Councilmember Thompkins-Yes

Motion Passed 4-0

III. CITIZENS FORUM

Citizen Judie Mueller of 160 NE 2nd Ave asked if the city could clean along the sidewalks and curbs. Ms. Mueller also asked if there are old signs no longer needed if they could be removed such as bus stop signs and the old-faded signs could be replaced. Ms. Mueller also asked if directional/location signs can be placed at the major corners of the city so that individual signs could be removed, this would clean up the major corners in the city. Ms. Mueller asked about the grass clipping and dog ordinances what the fines would be if someone violated the ordinances.

Council and staff will research and address Mrs. Mueller's concerns.

Citizen Patricia Ward of 830 NW 3rd Street addressed council to brag about the playground at Hewitt Park. Ms. Ward stated that she appreciates when she asked staff to cut the grass or do anything at the park that it is addressed. Ms. Ward stated that the park is beautiful and thanked the city. Ms. Ward stated she will do what she can do to help keep the park the way it is.

Citizen Lafreda Gavin of 871 NW 6th Street addressed the council in reference to the Community Emergency Response Team (CERT). Ms. Gavin stated that she has asked Mr. Casto with Sumter County to establish a CERT team for Webster. She encouraged the council to become part of the CERT team and to contact Mr. Casto. Ms. Gavin also addressed the recent issue at Hewitt Park where children were posted on the City's social media site. Ms. Gavin exceed her time limit but continued to comment that there was glass all over the basketball court and that she would go and sweep up the glass.

Councilman Malott stated that she would research the information on the CERT team. Mrs. Malott stated that the playground is near and dear to her heart. She stated that she did review the video and the children that were captured on the playground that there were actions taken by the children that could be damaging to the equipment at the park.

City Attorney Colbert stated that Ms. Gavin's 3 minutes were up and that this was not a forum for debate and suggested that if there is information that council would like from staff to provide to the council or the staff to provide to the public that council can ask for that, but this is not a forum for debate.

IV. CONSENT AGENDA

Approval of Resolution 2021-10 – CDBG Language Access Plan

City Manager Naugler explained that the resolution is required as part of the CDBG process due to the percentage of Spanish Speaking population in Webster.

Motion for Approval by Councilmember Cherry, seconded by Mayor Pro-Tem Malott

The vote was as follows:

Councilmember Nancy Cherry - Yes
Mayor Pro - Tem Tonya Malott - Yes
Mayor Bobby Yost – Yes
Councilmember William Thompkins Sr. -Yes
Motion Passed 4-0.

V. CORRESPONDENCE TO NOTE

Finance Manager

Director of Public Works

Law Enforcement

VI. PUBLIC HEARINGS

Second Reading of Ordinance 2021-07 Amending Council Pay

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

The vote was as follows:

Mayor Yost – Yes

Mayor Pro-Tem Malott- Yes

Councilmember Cherry- Yes

Councilmember Thompkins-Yes

Motion Passed 4-0.

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

Motion for Approval by Councilmember Cherry of Ordinance 2021-07, Seconded by Mayor Pro –Tem Malott.

Citizen Judie Mueller of 160 NE 2nd Ave asked if the council were voting for a pay raise for themselves. City Manager Naugler responded that if the Ordinance passed it would not go into effect until after the next election. Mrs. Mueller also asked that if the raise passes, she asked that council put in the work for which they are getting paid for.

Citizen Mike Foote of 283 NE 1st Street asked what the recommended increase was for council. City Manager Naugler responded that the recommend increase is from \$200.00 per month to \$300.00 per month for council members and from \$200.00 per month to \$500.00 per month for the Mayor.

The vote was as follows:

Mayor Yost – Yes

Mayor Pro-Tem Malott- Yes

Councilmember Cherry- Yes

Councilmember Thompkins-Yes

Motion Passed 4-0.

City Manager Naugler asked council if they wanted to address Mrs. Mueller's inquiry in reference to fines for glass clippings and dogs in the park. Council responded that they do not know the fines off the top of their head but would have the City Manager research and get with Mrs. Mueller.

Ms. Lafreda Gavin asked where the ordinances could be obtained. City Manager Naugler responded that they are newer ordinances and are not available on municode at this point and that a public records request could be made for copies of the ordinances.

VII. NEW BUSINESS

Metro RV Park – Logan Gore and Dalton Thomas

Approval of Sheriff's Contract for Fiscal Years 2021/2022 thru 2025/206

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

City Manager Naugler explained this is a renewal of the contract with the Sheriff's Department. Mrs. Naugler asked Lieutenant Cassidy to address council to recent events with the Sheriff's contract. Lt. Cassidy stated that the City of Center Hill has made the decision to also contract with the Sheriff's department and will be paying for 2 deputies as the City of Webster currently does. Lt. Cassidy further stated that through mutual agreement between the 2 cities that both Center Hill and Webster will now receive 24/7 police coverage. Lt. Cassidy explained that the deputies will use the Webster office as their annex.

The vote was as follows:

Mayor Yost – Yes

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

Statewide Mutual Aid Agreement with Division of Emergency Management

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

City Manager Naugler explained that historically the contract with the Division of Emergency Management was coordinated through the county and now there is a change where the Division of Emergency Management is requiring contracts directly with the City.

The vote was as follows:
Mayor Yost – Yes
Mayor Pro-Tem Malott- Yes
Councilmember Cherry- Yes
Councilmember Thompsons-Yes
Motion Passed 4-0.

Approval of Renewal Contract with Brynjulfson CPA for Accounting Services through September 30, 2025.

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

City Manager Naugler explained that the contract renewal is for the accounting services provided by Brynjulfson CPA. Mrs. Naugler stated that this is for services such as bank reconciliations, pre-auditing services, etc. Mrs. Naugler stated that by having this service it does discount the cost for the annual audit.

Citizen Judie Muller of 160 NE 2nd Ave asked how often during the year does the CPA come to the city and check on the status of the city's finances. City Manager Naugler stated that they usually come to the City a couple times during the year, but they also have access to the city's financial system where they can run reports and check on the city's financial status. Mrs. Mueller asked if the city has upgraded its' receipt system yet. City Manager Naugler stated that it has not at this time but would investigate it and provide a report at the next meeting.

The vote was as follows:
Mayor Yost – Yes
Mayor Pro-Tem Malott- Yes
Councilmember Cherry- Yes
Councilmember Thompsons-Yes
Motion Passed 4-0.

Approval of Renewal Contract with Brynjulfson CPA for Bank Reconciliation Services through September 30, 2025.

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

City Manager Naugler explained that the contract renewal is for the bank reconciliation services provided by Brynjulfson CPA.

The vote was as follows:
Mayor Yost – Yes
Mayor Pro-Tem Malott- Yes
Councilmember Cherry- Yes
Councilmember Thompsons-Yes
Motion Passed 4-0.

VIII. CITY ATTORNEY REPORTS AND REQUEST.

City Attorney Colbert stated that Mr. Hall attended the council meetings for past couple of months while he was recovering from some minor surgery but was glad to be back.

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

Mayor Pro-Tem Malott stated that the school line for pickup has increased this year. Mrs. Malott asked about Deputy presence during pickup and drop off. Lt. Cassidy stated that will speak with the Lieutenant that is over the school resource officer to ensure this addressed.

City Manager Naugler stated that we have a ball league playing at Harris Park and that there are some lights out and the city has ordered the ballast to fix the lights. Mrs. Naugler stated that the ball league had scoreboards donated for two of the ball fields but electric needs to be ran to operate them. Mrs. Naugler stated that quotes have been obtained for the electrical work and the lowest quote is \$4,000.00. Mrs. Naugler asked council if they wanted to move forward with the electric quote. Mayor Pro-Tem Malott stated that for future budgeting needs we may want to consider budgeting money for the maintenance of the parks. Mayor Yost asked if the FRDAP money could be used for the electric needs for the scoreboards. City Manager Naugler stated that the FRDAP money could be used for this purpose.

Bonnie Wood with the Webster Youth League approached council and stated that there are approximately 100 kids registered for ball. Mrs. Woods stated that her husband and volunteers have been working hard to get the ball league, concession stands and playing fields for the league. City Manager Naugler stated that they have spent a lot of hours and done a lot of work at the ball fields, and it looks nice.

Motion for Approval to use FRDAP Money to Cover the Electrical Cost of \$4,000.00 for the Scoreboards by Councilmember Cherry, Seconded by Mayor Pro-Tem Malott

The vote was as follows:

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

City Manager Naugler stated that she had a local business come into City Hall and questioned if we were interested in cleaning services and provided a proposal to the city. Mrs. Naugler asked if council would be interested in entertaining cleaning services for the city. Council questioned what all his proposal entailed. City Manager Naugler stated she could read off the proposal or put on a future agenda for discussion.

Motion for Approval to Cleaning Proposal by Councilmember Cherry, Seconded by Mayor Pro-Tem Malott

The vote was as follows:

Mayor Yost – Yes
Mayor Pro-Tem Malott- No
Councilmember Cherry- Yes
Councilmember Thompkins-No
Motion Failed 2-2.

City Manager Naugler stated that the city would solicit for additional proposals and bring the item back to the council meeting in October.

XI. ADJOURNMENT

Councilmember Cherry motioned to adjourn; Mayor Pro-Tem Malott seconded the motion.

The vote was as follows:

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

Meeting Adjourned at 6:50 pm

Attest:

Deanna Naugler, City Manager

Melissa Britt, Assistant City Clerk

CITY OF WEBSTER/WASTE CONNECTIONS OF FLORIDA, INC.
SOLID WASTE FRANCHISE AGREEMENT

THIS AGREEMENT made and entered into on this the ^{15th} day of Nov 2018, by and between the City of Webster, hereinafter referred to as "City", and Waste Connections of Florida, Inc., hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the City is desirous of securing the services of the Contractor to operate a waste hauling service for the City; and

WHEREAS, the Contractor desires to provide the operation of a waste hauling service for the City;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective covenants herein contained, the parties agree as follows:

Section 1. - COMMENCEMENT OF WORK

The refuse collection work provided for in this Agreement shall commence December 1, 2018.

Section 2 - TERM

The term of the Agreement shall be for an initial 3-year period beginning December 1, 2018 and terminating November 30, 2021. This Agreement may be renewed by mutual agreement of the parties for 2 additional 2-year extensions.

Section 3 - DEFINITIONS

3.1 Biohazardous Waste. Means any solid waste or liquid waste, which is defined as Biohazardous pursuant to Chapter 17-7, *Florida Administrative Code*.

3.2 Bulk Waste. Means stoves, refrigerators, water tanks, washing machines, furniture, and other waste materials other than Construction and Demolition Debris or Hazardous Waste with weights or volumes greater than those allowed for Garbage Receptacles.

3.3 Commercial Service. Means the Garbage and Trash service provided to business establishments, City owned property, churches, schools, Multiple Dwelling Units, office buildings, industrial facilities and other commercial establishments.

3.4 Commercial Trash. Means any and all accumulations of paper, rags, excelsior or other packing materials, wood, paper or cardboard boxes or containers, sweepings, and any other accumulation not included under the definition of Garbage, generated by the operation of stores, offices, other business places and non-residential property.

3.5 Construction and Demolition Debris. Means materials defined as such from time to time by the Department and Chapter 17-7, *Florida Administrative Code*.

3.6 Agreement. Means this Agreement and the attached Exhibits.

3.7 City. Means the City of Webster, Florida.

3.8 Contractor. Means Waste Connections of Florida, Inc.

3.9 End-User. Means each and every residence, business, or other entity billed as an account within the City under this Agreement.

3.10 Department. Means the Florida Department of Environmental Regulation.

3.11 Disposal Costs. Means the "tipping fees" or other costs charged to the Contractor for disposal of refuse.

3.12 Garbage. Means all kitchen and table food waste and/or animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials; and any bottles, cans or other containers, utilized in normal household use, which due to their ability to retain water, may serve a breeding place for mosquitoes and other insects.

3.13 Garbage Receptacle. Means a Contractor owned and provided 95-gallon rollout cart, or such other receptacle approved by the City and the Contractor.

3.14 Garden and Yard Trash. Means vegetative matter resulting from residential yard and landscaping maintenance and shall include materials such as tree and shrub trimmings, grass clippings, palm fronds, or small tree branches.

3.15 Hazardous Waste. Means any solid waste, (even though it may be part of a delivered load of waste) which:

(a). Is required to be accompanied by a written manifest or shipping document describing the waste as "Hazardous Waste", pursuant to any state or federal law, including, but not limited to, the Resource Conservation and Recovery Act, 42 *United States Code*, 7901, et seq. as amended and the regulations promulgated there under; or

(b). Contains polychlorinated biphenyls or any other substance the storage, treatment or disposal of which is subject to regulation under the Toxic Substances Control Act, 15 *United States Code* 2601, et seq. as amended and the regulations promulgated there under; or

(c). Contains a "reportable quantity" of one or more "Hazardous Substances", as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 *United States Code*, 9601, et seq. as amended and regulations

promulgated there under or as defined under Rule 17-7.020(24), *Florida Administrative Code*, and other laws and regulations of a similar nature; or

(d). Contains a radioactive material the storage or disposal of which is subject to state or federal regulation.

3.16 Household Trash. Means accumulations of paper, magazines, packaging, containers, sweepings, and all other accumulations of a nature other than Garbage or Garden and Yard Trash, which are usual to housekeeping and to the operation of residences. Special Waste, furniture, White Goods, and construction material is not Household Trash.

3.17 Landfill. Means any solid waste land disposal area for which a permit, other than a general permit, is required by Section 403.707, *Florida Statutes*, that receives solid waste for disposal in or upon land other than a land-spreading site, injection well, or a surface impoundment.

3.18 Mechanical Container. Means any detachable metal container designed or intended to be mechanically dumped into a loader/packer type of Garbage truck used by the Contractor.

3.19 Multiple Dwelling Units. Means any building containing 2 or more permanent living units, not including motels and hotels, which are serviced by mechanical Container(s).

3.20 Recyclable Materials. Means any newspaper and steel, plastic and aluminum containers and other commercially viable recyclables as designated by Contractor that are generated within the Service Area.

3.21 Refuse. Means Garbage, Commercial Trash and Household Trash. Construction and Demolition Debris, Garden and Yard Trash. Hazardous Waste, Biohazardous Waste, Special Waste and Recyclable Materials are excluded.

3.23 Residential Service. Means the Refuse collection service provided to persons occupying dwelling units within the designated area who are not receiving commercial service.

3.24 Service Area. Means the City limits of Webster.

3.25 Special Waste. Means large accumulations of Refuse or Bulky Waste not accumulated within the normal scope of household or business activities.

3.26 White Goods. Means inoperative and discarded refrigerators, ranges, water heaters, freezers, small air conditioning units, and other similar domestic and commercial large appliances.

Section 4 - GRANT OF RIGHT; GENERAL CONDITIONS

4.1 Exclusive Right. The Contractor shall provide Refuse collection services within the Service Area. The Contractor shall have and is hereby granted the exclusive right to provide residential and commercial Refuse collection services in the Service Area in accordance with the terms hereof. In furtherance of such grant, City shall take any and all actions, which may be necessary or desirable to enforce the grant of such exclusive right to Contractor in the discretion of the City; provided, however, that the City shall have the right to grant the exclusive right to provide residential single stream recycling, once per week collection, in a contractor provided 18-gallon bin by providing a written 30-days notice to Contractor. Contractor may independently enforce the exclusivity provisions of the Agreement against third-party violators, including, but not limited to, seeking injunctive relief and/or damages, and the City shall use good-faith efforts to cooperate in such enforcement actions brought by Contractor. The City shall use its best efforts to adopt ordinances, rules or regulations that have the effect of requiring third parties, including, without limitation, customers, to comply with the provisions of the Agreement, including, without limitation, the exclusive service rights granted to Contractor pursuant to the Agreement.

4.2 Independent Contractor. The Contractor shall be an independent contractor and shall provide, at his own expense, all labor, insurance, supervision, machinery and equipment, plant building, trucks and any other tools, equipment, accessories and things necessary to provide the service required herein.

4.3 Spillage. The Contractor shall not litter or cause any spillage to occur upon the premises or the rights-of-way wherein the collection shall occur.

Section 5 - RESIDENTIAL COLLECTION SERVICE

5.1 Duties. The Contractor shall collect and dispose of all refuse from single-family homes, Multiple Dwelling Units and mobile homes in the Service Area. Rates shall be as established in Exhibit "A".

5.2 Frequency of Collection. The Contractor shall collect Refuse from places of residence within the Service Area one time per week for Garbage, and household trash.

5.3 Point of Pickup. Collection of residential Refuse by the Contractor shall be at curbside or other such locations as will provide ready accessibility to Contractor's collection crew and vehicle. Those residents that qualify as disabled and approved by the City shall receive rear door service for garbage at no additional cost.

5.4 Method of Set Out. Garbage and household trash shall be placed only in garbage receptacles. The Contractor shall provide collection and disposal services for all household trash and garbage generated from residential End-Users, which, has been properly prepared and stored in a garbage receptacle container provided by Contractor.

At the City's request, the Contractor shall provide End-User additional garbage receptacles at a rate of \$10.00 per month for each End-User garbage receptacle above one. Garbage receptacles that have been lost or damaged due to negligence or abuse of the End-User shall be replaced or repaired at the expense of the City.

The City shall pass on charges billed to the City by the Contractor to the End-Users and transmit payment to the Contractor upon collection of such charges. The City will administer and assess all charges, End-User complaints and all direct interaction with the End-Users.

5.5 Hours of Collection. Garbage shall not be collected between 7:30 PM and 6:00 AM.

5.6 Exclusions. Special Waste, Hazardous Waste, Biohazardous Waste, Recyclables are excluded from the Contractor's obligation to provide Residential Service.

Section 6 - COMMERCIAL COLLECTION SERVICE

6.1 Duties. The Contractor shall collect and dispose of Refuse from or generated by any commercial or industrial use, and any use not included within residential service. Rates shall be as established in Exhibit "A".

6.2 Frequency of Collection. Commercial waste may be collected by the Contractor at any time and service will be available Monday through Friday, up to 5 times per week to prevent containers from becoming overloaded.

6.3 Point of Pickup of Commercial Refuse. Commercial Refuse End-Users shall accumulate Refuse at locations that are mutually agreed upon by the End-User and the Contractor.

6.4 Method of Collection of Commercial Refuse. The Contractor shall make collections with as little disturbance as possible. Any Refuse spilled by Contractor, or spilled as result of the Contractor missing a pick-up, shall be picked up promptly by the Contractor, unless spillage is caused by overloaded containers in which case the End-User shall be responsible for picking up the spillage.

End-Users shall be permitted to use garbage receptacles provided the amount of commercial trash and garbage per collection can be stored in a maximum of 4 garbage receptacles with 95 gallons of capacity; otherwise, End-Users shall use 1 or more of the following: mechanical containers, compactor service, roll-off containers.

At the City's request, the Contractor shall provide a commercial End-User additional garbage receptacles at a rate of \$10.00 per month for every commercial End-User garbage receptacle above one. The Contractor will charge the City at a rate as set forth in Exhibit "A" for each commercial End-User garbage receptacle above one. Garbage receptacles that have been lost or damaged due to negligence or abuse of the End-User shall be replaced or repaired at the expense of the City.

The City shall pass on charges billed to the City by the Contractor to the End-Users and transmit payment to the Contractor upon collection of such charges. The City will administer and assess all charges, End-User complaints and all direct interaction with the End-Users.

6.5 Exclusions. Special Waste, Hazardous Waste, Biohazardous Waste, Recyclables, Garden and Yard Trash, White Goods are excluded from the Contractor's obligation to provide Commercial Service.

Section 7 - SCHEDULES AND ROUTES

7.1 Schedules. The Contractor shall provide the City with schedules for all residential collection routes, indicating service day. The Contractor may adjust routes to maintain maximum efficiency and will provide City with adequate advance notice of any such proposed changes.

7.2 Holidays. Contractor shall not provide service on the following holidays: New Years Day, Fourth of July, Thanksgiving and Christmas. If the regular collection day falls on any of the aforementioned holidays, the Contractor shall collect the Refuse on the next day.

Section 8 - SPECIAL WASTE COLLECTION

The Contractor may offer Special Waste collection and disposal services to the City in the Service Area upon terms and conditions acceptable to the Contractor and the City.

Section 9 - CONTRACTORS OFFICE

The Contractor shall provide at its expense, a local or toll free phone number where complaints shall be received from the City, recorded and handled during normal working hours of each week and shall provide for prompt handling of emergency complaints and all other special or emergency complaints or calls. The Contractor shall maintain an adequate record of all complaints received and the disposition thereof for a period of one year after receipt and the City shall have the right to review the Contractor's records regarding the receipt and handling of complaints.

Section 10 - Payment and Billing

10.1 Billing. The Contractor shall bill the City for services provided during the previous month and City shall pay Contractor within 30 days of receipt of such invoice as set forth herein. The rates for such service shall be initially as set forth in Exhibit "A" which is attached hereto and incorporated herein. The intent of this Agreement is that the City shall pass on charges billed to the City by the Contractor to the End-Users and transmit payment to the Contractor upon collection of such charges. The City will administer and assess all charges, End-User complaints and all direct interaction with the

10.2 Adjustments to Rates.

(a.) Changes in Collection Price. Compensation payable to Contractor for all solid waste services hereunder may be adjusted upward or downward each November to reflect changes in the cost of doing business measured by fluctuations in the consumer price index (CPI) for all urban consumer items as published by the U.S. Department of Labor, Bureau of Labor Statistics. Annually, on each November of this Agreement, the net change in collection rates may reflect such increase or decrease in the CPI as defined in the following mathematical formula.

$$\text{New Rate} = \frac{[\text{CPI2 (Annual 2013)} - \text{CPI1 (Annual 2012)}] + 1 \text{ Current Rate}}{\text{CPI1 (Annual 2012)}}$$

CPI1 The published annual CPI for the prior preceding year.

CPI2 The published annual CPI for the preceding year in which the rate is being adjusted.

If CPI1 and CPI2 are not expressed in relation to the same base period or if the material change is made the method of establishing CPI, the City and the Contractor shall make an appropriate statistical adjustment or conversion. If the CPI is discontinued, the City and the Contractor shall mutually select another index published by the United States Government or by a reputable publisher of financial and economic indices.

(b.) Changes in Disposal Costs. It is recognized that, from time-to-time, the actual Disposal Cost charged to the Contractor for disposal or the generation rate of residential solid waste, of whatsoever nature, collected pursuant to this Agreement will change. In the event of such change in the Disposal Cost (including any fees, taxes or other charges or adjustments), the collection rates may be increased in such amount as will compensate the Contractor for the actual change of Disposal Cost. Decreases in Disposal Cost or generation rate shall be cause for a like dollar decrease in the collection rates. The adjustments to the per unit rates shall include a landfill disposal portion based on each resident generating 0.95 tons of Refuse per year. The density of commercial dumpster service shall be 100 pounds per cubic yard.

(c.) Change in Disposal Site. Should a change of disposal sites become necessary due to circumstances beyond the Contractor's control, the Contractor shall be entitled to an equitable adjustment in rates to take into consideration distance, tipping fees, transportation costs, time and other relevant factors. The Contractor shall provide the City with supporting documentation justifying the claim for such adjustment and the City shall respond to such claim within 30 days of receipt of document.

(d.) Change in Law. Compensation, as set forth herein, shall be increased to offset the increased costs of the Contractor as a result of increases in costs of

operations resulting from changes in controlling Federal, State or local environmental or other law or regulation which substantially changes the operations on or after the date hereof concerning the receipt, handling, transportation, or disposal of solid waste pursuant to this Agreement. No change shall be allowed hereunder for increases due to increases in income taxes or increases already compensated.

(e.) Maximum Increase. If the increase during any calendar year is over 3%, the City may terminate this Agreement, without penalty, after providing 30 days written notice to the Contractor.

Section 11 - REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

The Contractor makes the following representations and warranties:

11.1 Organization, Power and Authority. The Contractor is a corporation duly organized and validly existing under the laws of the State of Florida, with full corporate power and authority to enter into this Agreement and perform its obligations hereunder.

11.2 Due Authorization; Binding Obligation. The execution, delivery and performance of this Agreement by the Contractor and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Contractor. This Agreement has been duly executed and delivered by the Contractor and is a valued and binding obligation of the Contractor enforceable in accordance with its terms.

Section 12 - DEFAULT

In the event either party defaults in the performance of any obligations to be performed by it hereunder, the non-defaulting party shall give the other written notice of each default, specifying with particularity the default complained of. In the event that the defaulting party fails or refuses to cure each default, or to commence and diligently pursue the cure of each default, within 30 days from receipt of such notice, then the non-defaulting party, may at its option, terminate this Agreement, or otherwise pursue all its legal rights and available remedies.

Section 13 - PERMITS AND LICENSES

The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect

Section 14 - INSURANCE REQUIREMENTS

14.1 Certificate. During the life of this Agreement, the Contractor shall procure and maintain insurance of the types and to the limits specified below. The Contractor shall provide the City with a certificate of insurance evidencing the required coverage and naming the City as an additional insured on all but the Workers' Compensation coverage. Cancellation or modification of said insurance shall not be effected or

effective without providing 30 days prior written notice to the City. The Contractor shall require each of its subcontractors to procure and maintain, until completion of that subcontractor's services, insurance of the types and to the limits specified below, unless the subcontractor's work is covered by the protection afforded by the Contractor's insurance. It shall be the responsibility of the Contractor to ensure that all its subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors. Except as otherwise stated, the amounts and type of insurance shall conform to the following minimum requirements:

14.2 Workers' Compensation. The Contractor shall provide and maintain during the life of this Agreement, at his own expense, Workers' Compensation Insurance coverage to apply for all employees for statutory limits in compliance with the applicable State and Federal laws. In addition, the policy must include employers' liability insurance with a limit of \$100,000 each accident.

14.3 Comprehensive General Liability. The Contractor shall provide and maintain during the life of this Agreement, at its own sole expense Comprehensive General Liability and shall have the City named as an additional insured. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Office and must include:

Minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability, Premises and/or operations coverage, Independent contractors coverage, and Products and/or completed operations coverage.

14.4 Business Automobile Policy. The Contractor shall provide and maintain during the life of this Agreement, at its own sole expense and shall have the City named as an additional insured, Comprehensive Automobile Liability Insurance. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office and must include:

Minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability, Owned vehicles coverage, Hired and non-owned vehicles coverage, and Employer's non-ownership coverage.

Section 15 - BOOKS AND RECORDS

The City shall have the right upon reasonable notice to inspect and review the Contractor's books and records regarding the Contractor's performance of services hereunder. The City shall maintain such records in a confidential manner to the extent permitted by law. The Public Records Laws of the State of Florida shall control under this Agreement.

Section 16 - NOTICES

Notice sent certified mail return receipt requested to a party at its business

address shall be sufficient notice whenever required for any purpose under this Agreement.

For the City:
Deanna Naugler, City Manager
City of Webster
85 E. Central Ave.
Webster, Florida, 33597

For the Contractor:
William Reese, Waste Connections of Florida, Inc.
3935 Rogers Industrial Park Rd.
Okahumpka, Florida, 34762

Section 17 - SEVERABILITY

If any provision of this Agreement is declared illegal, void or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect provided that the public health, safety and welfare are protected by such remaining terms.

Section 18 - ADDITIONAL SERVICES

During the Initial Term and Renewal Term, if exercised, the City reserves the right, but not the obligation, to negotiate at any time with the Contractor without completing the competitive bidding process for services, materials, and products. The terms and conditions of this Agreement may be amended upon written approval of both the City and the Contractor.

Section 19 – Addendum

Any portion of this Agreement may be amended by an Addendum mutually agreed upon by the City and the Contractor.

Section 20 – Handling Complaints

The Contractor shall perform a service of high quality and keep the number of legitimate complaints to a minimum. The Contractor shall maintain a telephone listing in the name in which it is doing business as a Contractor and provide adequate employees. The City shall be able to contact the Contractor during collection hours Monday through Friday. After hours, an answering machine shall be provided by the Contractor.

In order that the City may be informed of the quality of service, the Contractor must enter into the electronic tracking system (Trac EZ) all calls regarding complaints, requests and compliments from the residential and commercial End-Users. This system shall be provided for by the Contractor for the City and the Contractor to record all complaints and

resolution of said complaints or inquiries of service for inspection by the City. All complaints whether received in person, by mail or telephone, shall be recorded into the electronic tracking system (TRAC EZ) as received.

Section 21 – City Controlled Property

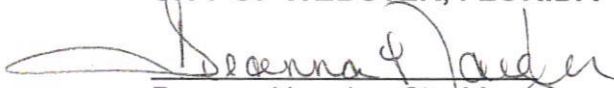
The Contractor shall provide City with 2 containers with 30 cubic yard capacities plus disposal with service as needed, 3 4 cubic yard front load dumpsters with weekly service, and 1 95 gallon wheeled cart with weekly service free of charge to the City with the Contractor being responsible for all disposal costs. Locations shall be as designated by the City.

Section 22 – Excused Performance

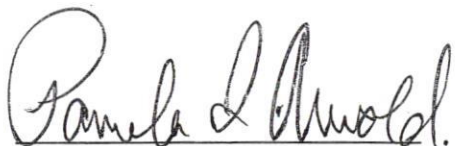
Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, inability to access a container, fires, inclement weather and acts of God, and such failure shall not constitute a breach under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above first written.

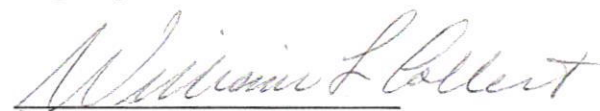
CITY OF WEBSTER, FLORIDA


Deanna Naugler, City Manager

ATTEST:


Pamela Arnold, Assistant City Clerk

**Approved as to form and
Legality:**


William L. Colbert, Esquire, City Attorney

WASTE CONNECTIONS OF FLORIDA, INC.

By: 
Authorized Corporate Signatory

Title: Operations Supervisor

Exhibit "A"

Residential Solid Waste Service Rates

Residential Solid Waste Curbside Collection:

- A. Once per week Solid Waste Curbside Collection with 95 gallon garbage receptacle rate per unit: \$18.00
- B. Once per week Solid Waste Curbside Collection with 95 gallon garbage receptacle & Once per week Recycling with 18 gallon bin rate per unit: \$23.00
- C. Additional Garbage receptacle Rate: \$10.00 per cart

Residential Bulk or Excess Yard Waste:

- A. \$23 per cubic yard (\$23.00 Minimum charge)

Commercial Handstop:

- A. Once per week Solid Waste Collection with 95 gallon garbage receptacle rate: \$20.00
- B. Additional Garbage receptacle Rate: \$10.00 per cart

Additional Services:

Waste Connections shall provide City with 2 containers with 30 cubic yard capacities plus disposal with service as needed, 3 4 cubic yard front load dumpsters with weekly service, and 1 95 gallon wheeled cart with weekly service free of charge to the City with the Contractor being responsible for all disposal costs.

Commercial Dumpster Rates:

Cubic Yards	Frequency				
	1x	2x	3x	4x	5x
2yd	\$77.94	\$155.88	\$233.82	\$311.76	\$389.70
4yd	\$99.42	\$198.83	\$298.25	\$397.67	\$497.08
6yd	\$110.42	\$220.83	\$331.25	\$441.66	\$552.08
8yd	\$121.24	\$242.48	\$363.72	\$484.96	\$606.20

Residential Solid Waste Service Rates

Exhibit "A" Amendment 2021

Residential Solid Waste Curbside Collection:

- a) One time per week Solid Waste Curbside Collection with 95 gallon wheeled garbage receptacle rate per unit: **\$18.67**
- a) Additional 95 gallon wheeled garbage receptacle rate per unit: **\$10.37 per cart**

Industrial Roll off Stop:

Franchise Fee: To compensate The City of Webster for the cost of administration, supervision and inspection rendered for the Industrial Roll off performance of this Agreement, as well as other costs

Related to Collection, Waste Connections shall pay to the City of Webster a fee of fifteen percent (15%) of all Gross revenues charged for Roll off services conducted in the city limits of Webster.

(EXAMPLE: 10, 20, 30, 40 cubic yard containers and 25, 30, 34, 36 cubic yard Self Contained Trash)

Compactors

Additional Services:

Waste Connections of Florida, Inc. shall provide free of charge including disposal cost for the City of Webster:

- a) 2 each 30 cubic yard Roll off Containers plus disposal with service as needed
- b) 3 each 4 cubic yard Front Load Dumpsters with weekly service
- c) 1 each 95 gallon wheeled cart with weekly service

Commercial Front Load Dumpster Solid Waste Service Rates:

Cubic Yards	FREQUENCY (Service per week)				
	1x	2x	3x	4x	5x
2yd	\$ 80.83	\$ 161.66	\$ 242.49	\$ 323.31	\$ 404.14
4yd	\$ 103.10	\$ 206.20	\$ 309.30	\$ 412.41	\$ 515.50
6yd	\$ 114.51	\$ 229.01	\$ 343.53	\$ 458.03	\$ 572.54
8yd	\$ 125.73	\$ 251.47	\$ 377.20	\$ 502.93	\$ 628.67

WASTE CONNECTIONS OF FLORIDA, INC.

BY: 

DATE: 9/23/2021

Authorized Corporate Signatory

PRINTED NAME: **Bizaël Rivera**

TITLE: **Site Manager**



September 22, 2021

City Manager- Deanna Naugler
City of Webster
85 E. Central Ave
Webster, Florida 33597

Dear Deanna,

Waste Connections is implementing a price increase in accordance with terms and conditions outlined in the Solid Waste Franchise Agreement accepted November 15, 2018.

Per the language in the agreement signed November 15, 2018 the net change in the CPI is 1.23%. Please see the attached support for back-up of the CPI change calculation.

The new rates will reflecting the 1.23% increase will be effective November 1, 2021 on all Residential and Commercial related collections.

We look forward to our continued relationship as we strive to provide the best customer service. Should you have any questions, please contact me at 407-261-5000.

Thank you,

Bizael Rivera, Site Manager- Lake County Hauling

cc: Patrick Rzeszut, District Manager – Central Florida
Eric Nebel, District Controller- Central Florida

Waste Connections of Florida, Inc.
3935 Rogers Industrial Park Road- Okahumpka, Florida 34762
352-323-0824

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into on this 21st day of September, 2021, by and between the Sumter County Board of County Commissioners, a political subdivision of the State of Florida (hereinafter "COUNTY") and the City of Webster, a municipal corporation of the State of Florida (hereinafter "CITY"), both of whom understand and agree as follows:

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as roads; and,

WHEREAS, the County and City acknowledge increased coordination in road system planning, construction, maintenance, and funding will result in a more efficient expenditure of funds and provide enhanced maintenance or capacity level of service for roads within the City; and,

WHEREAS, the County and City entered into that certain Master Interlocal Service Boundary Agreement dated April 13, 2009, and,

WHEREAS, the County and City entered into that certain Road Service Delivery SubAgreement dated July 27, 2020, and,

WHEREAS, the County enacted Ordinance 92-3 imposing a third and fourth cent local option gas tax; and,

WHEREAS, the County enacted Ordinance 2021-08, on September 21, 2021, levying and re-imposing the third and fourth cent local option gas tax for an additional 30 years; and,

WHEREAS, pursuant to Section 336.025(3), Florida Statutes, the County and the City agree to establish a formula for dividing the local option fuel tax proceeds among the County and all eligible municipalities within the County.

NOW, THEREFORE, incorporating the above recitals and accepting them as true, the parties agree as follows:

1. The 3rd and 4th cent local option gas tax shall be distributed based upon the population of the county and the various municipalities within Sumter County as per the April 2021, estimate. Said population estimates are prepared by the Population Program, Bureau of Economic and Business Research, University of Florida. The distribution schedule set forth herein shall be adjusted each year, by Resolution of the County and City, based on the April population estimated for the ensuing January through December collection period.

CURRENT DISTRIBUTION FORMULA

City of Bushnell	1.713%
City of Center Hill	0.784%
City of Coleman	0.495%
City of Webster	0.558%
City of Wildwood	8.645%
Sumter County	87.806%

2. Effective Dates and Modification of Distribution Schedule. The distribution formula contained herein shall be effective commencing January 1, 2022, and until subsequent modification by Resolution of the County and City in accordance with the methodology set forth in Ordinance 2021-08.
3. Term of Agreement. The term of this Interlocal Agreement shall be the same term as the then current 3rd and 4th cent local option gas tax ordinance adopted by the County.
4. Renewal of Agreement. This Agreement may be renewed for an additional period of time as the parties approve in writing.
5. Notices. All notices, consents, approvals, waivers, and elections that any party requests or gives under this Agreement will be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested. Notices will be delivered or mailed to the addresses set forth below or as either party may otherwise designate in writing.

If to the County: County Administrator
Sumter County
7375 Powell Road
Wildwood, FL 34785

If to the City: City Manager
City of Webster
85 E Central Ave
Webster, FL 33597

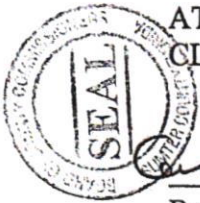
Notices, consents, approvals, waivers, and elections will be deemed given when received by the party intended.

6. Sole Benefit. This Agreement is solely for the benefit of the County and City, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than

the parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties and their respective representatives, successors and assigns.

7. Authority. The County and City each represent and warrant to the other its respective authority to enter into this Agreement, and each party acknowledges the validity and enforceability of this Agreement. The County and City hereby represent, warrant and covenant that this Agreement constitutes a legal, valid and binding contract enforceable by the parties in accordance with its terms, and that the enforceability hereof is not subject to any impairment by the applicability of any public policy or police powers.
8. Amendments. Proposed amendments shall be in writing and must be approved by the governing boards of each party.
9. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement, and venue for any action to enforce the provisions of this Agreement shall be solely and exclusively in the Circuit Court in and for Sumter County, Florida.
10. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provision hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement on behalf of the respective party set forth below.



ATTEST: GLORIA HAYWARD
CLERK AND AUDITOR

Caroline Al Restimawi
By: Caroline Al Restimawi, Deputy Clerk

ATTEST:

By: _____

BOARD OF COUNTY COMMISSIONERS
OF SUMTER COUNTY, FLORIDA

Garry Breeden

By: Garry Breeden, Vice Chairman

CITY OF _____

By: _____

DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF WEBSTER

AND

JON JONES and/or ASSIGNED

DEVELOPER OF RRR TOWN CENTER, LLC

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, by and between the City of Webster, a municipal corporation of the State of Florida (hereinafter referred to as "CITY"), and Jon Jones and/or Assigned; (hereinafter referred to as "DEVELOPER").

WITNESSETH:

WHEREAS, the Developer owns certain real property located in the City of Webster, said real property being generally identified as Parcels S01-031, S01-013, and S01-131 in the Public Records of Sumter County, Florida and more clearly described on Exhibit "A" attached hereto ("the Property"); and

WHEREAS, the Developer intends to develop a mixed use development consisting of no less than 110 single family homes, one (1) RV park consisting of no less than 100 units, and commercial buildings along the frontage abutting SR471 and associated amenities on the Property (hereinafter referred to as the "PROJECT"); and

WHEREAS, the City and the Developer desire to enter into certain other agreements governing the development of the Property and construction of the Project, so as to mutually bind and benefit the aforesaid parties; and

WHEREAS, the City owns and operates a central water system and a central sewer system in the City of Webster, Sumter County, Florida, and as such provides water and sewer services to properties and the occupants thereof within the City; and

WHEREAS, the Developer desires to connect to the City's central water system and sewer systems; and

WHEREAS, the Developer will submit a Conceptual Master Plan of Development as a zoning application to the City; and

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties do hereby covenant and agree as follow:

I. STRUCTURES AND ADDITIONS

- A. The following structures, and accessories (of conventional construction or pre-fabricated) will be allowed on or at the Project:
1. Residential and non-residential structures that meet Florida Building Code standards;
 2. Single Family Homes may be attached or detached;
 3. Park models that meet FS 320 standards shall be permitted in the RV Park.
 4. Shipping containers may not be utilized as storage structures.
 5. Manufactured homes constructed to HUD standards shall not be permitted on Single Family Lots.
- B. It is intended by the parties hereto that this Agreement survive a period of several decades and the parties recognize that technology and tourism will change over the life of the Project. Accordingly, other structures or accessories similar to or which evolve from the above that are consistent with the Project or the intent of the Project and that replace or support the vehicles or structures approved by this Agreement shall be allowed at the Project without further approval.

II. RESIDENCY FOR TINY HOMES AND SINGLE FAMILY HOMES

- A. Short-term residency shall be allowed.
- B. Year-round residency shall be allowed.

III. ROADS AND BUFFERS

A. All interior roads will be paved and provide for safe travel in the single-family home section. The Developer shall construct internal roadways to the County's standards. In the RV section, the Developer is not required to construct internal roadways to the County's standards for public roads; however, internal roadways must meet Florida Fire Code Standards at the time of construction.

B. For the single-family home section, the Developer will dedicate the internal roadway development to the public. All roads in the development will remain private and maintenance of said roads shall remain the responsibility of the Developer.

IV. WATER DISTRIBUTION SYSTEM

- A. The Developer shall construct internal water lines within the Project.

B. The Developer shall construct the water distribution system and shall connect the Project's water distribution system to the City's water system.

C. The Developer may utilize existing on-site wells and drill new ones if needed for irrigation purposes or as otherwise agreed to by the parties. The Developer will secure all necessary permits for its use or construction of any well. No cross-connection of any well with City's water system shall be allowed.

D. There shall be no tap-in, connection, or impact fees for the Developer to utilize the City's water system. However, the developer will be responsible for the installation fee for each metered usage. The current fee is \$1,000.00 per metered use.

V. SEWER COLLECTION SYSTEM

A. The Developer shall construct the internal sewer lines within the Project. There shall be at least one (1) sanitary dump station on the RV park Section of the Project.

B. The Developer shall construct the sewer collection system and shall connect the Project's sewer collection system to the City's sewer system.

C. There shall be no tap-in, connection, or impact fees for the Developer to utilize the City's sewer system. Any lift stations required to support the commercial and/or single family units will be constructed at the developer's expense.

D. Actual sewer usage will be charged to the Project based on metered water usage.

VI. SUMTER COUNTY ROAD IMPACT FEES

For purposes of Sumter County Ordinance 2015-10, the Developer shall be treated as having the immediate right and interest in the development of the Project.

VII. NOTICES

Until further written notice by either party to the other, all notices necessary to the effectuation of any provision of this Agreement shall be delivered by certified mail, return receipt requested to the following addresses:

City of Webster
Attn: City Manager
85 East Central Avenue
Webster, Florida 33597

Bret Jones, Esquire
Bret Jones, P.A.
700 Almond Street
Clermont, Florida 34711

VIII. FUTURE DEVELOPMENT

A. The terms and conditions of this Agreement shall govern and control any future development or expansion of the Project by the Developer on or relative to any real estate contiguous to the Property.

B. The Developer shall submit a zoning application for adoption of a conceptual master plan of development within one year. This request shall include the Developer's desired phasing for the Project.

C. A site development permit application or platting application for the first phase of the Project shall be submitted within twenty-four (24) months of the Effective Date of this Agreement. The foregoing notwithstanding, the City Manager may extend this deadline for up to one (1) year if permitting have otherwise proceeded in good faith.

C. The conceptual master plan of development shall expire in five years from the date of zoning approval if construction has not been initiated on the first phase of the project. The foregoing notwithstanding, the City Manager may extend this deadline for up to one (1) year if permitting and development have otherwise proceeded in good faith.

D. Development densities and intensities shall comply with the Webster-Sumter County Unified Comprehensive Plan, and the Webster Land Development Code zoning districts for R6C residential zoning and RVPUD zoning districts.

E. The RV Park portion of the project shall meet Webster Land Development Code standards for RV Parks less deviations specifically approved by the Webster City Council as part of the zoning/master plan of development approval.

IX. SUCCESSORS IN INTEREST

The rights, privileges, obligations and covenants of the City and Developer shall survive the completion of the work contemplated by this Agreement. This Agreement shall be binding upon and shall inure to the benefit of Developer and the City, their respective assigns, successors by merger, consolidation, conveyance or otherwise.

X. CONTINGENCY

Notwithstanding any provision of this Agreement to the contrary, the obligations of Developer under this Agreement shall be contingent upon (a) the acquisition by Developer of all rights-of-way and easements necessary for the extension and construction of the water distribution and sewer collection system and (b) the obtaining of all other applicable permits from all other departments of the City, County, state or Federal governments necessary to the construction and installation of the water distribution and sewer collection systems. Developer agrees to utilize its best efforts to immediately undertake the acquisition of necessary rights-of-way and easements as well as to obtain all necessary permits from all applicable governmental agencies. The City agrees to fully cooperate and support this undertaking.

XI. DEFAULT BY DEVELOPER

If Developer cannot obtain necessary rights-of-ways and easements or all necessary permits, then the terms of this Agreement become null and void, and any monies deposited with the City shall be returned to Developer within fifteen (15) days of Developer's notification to the City that such rights-of-way, easements and/or permits cannot be obtained.

XII. NON-PERFORMANCE/CATASTROPHE

In the event that performance of this Agreement by either party is prevented or interrupted as a consequence of any cause beyond the control of Developer or the City, including, but not limited to Acts of God, or the public enemy, or a national emergency, allocation of or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty, disaster or catastrophe, neither party shall be liable to the other for such non-performance.

XII. ENTIRE AGREEMENT

This Agreement embodies the entire Agreement and understanding between the parties with respect to the subject matter hereto, and supersedes all prior agreements, representations and understandings, either oral, written or otherwise relating thereto. The terms of this Agreement shall be incorporated by this reference in the Permit whether specifically stated therein or not.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written in manner and form sufficient to bind them.

Signed, sealed, and delivered in the presence of:

CITY OF WEBSTER

RRR TOWN CENTER, LLC.

Deanna Naugler, City Manager

Jon Jones and/or Assigned

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

EXHIBIT "A"

Parcel 1: S01-031 (416 S. Market Boulevard, Webster, Florida 33597)

The South 30 acres of the Southeast 1/4 of the Northeast 1/4 of Section 1, Township 22 South, Range 22 East, Sumter County, Florida. Less and Except one acre square in the Southwest corner thereof. Also, Less and Except right-of-way for County Road No. 478A across the South side thereof. Also, Less and Except right-of-way for State Road No. 471 across the East side thereof.

Also described as:

The South 3/4 of the Southeast 1/4 of the Northeast 1/4 of Section 1, Township 22 South, Range 22 East, Sumter County, Florida. Less and Except the South 208.72 feet of the West 208.72 feet thereof (one acre square in Southwest corner). Also, Less and Except right-of-way for County Road No. 478A across the South side thereof. Also, Less and Except right-of-way for State Road No. 471 across the East side thereof.

Less and Except from all the above that portion thereof conveyed to Sumter County, by virtue of Warranty Deed recorded in Official Records Book 2498, Page 690, Public Records of Sumter County, Florida.

Parcel 2: S01-131 (No address, Webster, Florida 33597)

The Southwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 1, Township 22 South, Range 22 East, Sumter County, Florida. Less and Except that part platted as Highland Park, according to the plat thereof, recorded in Plat Book 1, Page 68, Public Records of Sumter County, Florida. Also, Less and Except the West 142.62 feet of the North 142 feet thereof. Also, Less and Except the North 62.56 feet of the East 275 feet of the West 417.62 feet.

Parcel 3: S01-013 (368 S. Market Boulevard, Webster, Florida 33597)

The North 10 acres of the Southeast 1/4 of the Northeast 1/4 of Section 1, Township 22 South, Range 22 East, Sumter County, Florida. Less and Except right-of-way for State Road No. 471 across the East side thereof.

Also described as:

The North 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 1, Township 22 South, Range 22 East, Sumter County, Florida. Less and Except right-of-way for State Road No. 471 across the East side thereof.

9/17/2021 thru 10/15/2021		
Utility Billing		\$57,654.83
State Revenues		\$22,453.00
SECO/DUKE		\$10,439.08
Business license & Container permit		\$3,287.00
APPA Covid		*288,242.00
TOTAL		\$382,075.91
Expenses:		
HEALTH INSURANCE/LIFE INSURANCE		\$1,920.53
FRS		\$3,173.46
FUEL		\$1,305.43
PAYROLL		\$22,264.28
PAYROLL TAXES		\$7,514.58
CELL PHONE		\$227.40
R&M		\$1,943.66
OFFICE		\$667.71
ELECTRIC		\$3,301.58
LEGAL		\$2,125.00
COUNCIL SALARY		\$1,000.00
GARBAGE REMOVAL		\$10,725.54
FRS		\$3,173.46
SUNTRUST BANK		\$24,490.97
		\$77,647.24
APPA COVID		
* \$288,242.00		
* New Sewage Plant		
		\$5,192.28

WORK ORDER CODE TOTALS

Code	Description	Total
BUCKET	BUCKET TEST	6
CANDROP	GARBAGE CAN DROP OFF	4
CANPUP	GARBAGE CAN PICK UP	4
CHECKMTR	CHECK METER	1
DEADBAT	DEAD METER BATTERY	1
DOORTAG	DOOR TAG	1
HYDMTR	HYDRANT METER INSTALL	1
LEAK	Check for water leak	1
LOCATE	Please locate	1
MISC	Misc	35
ON FEE	TURN ON WATER ADD FEE	14
PUMP	check pump	1
REPLACEM	Replace Meter	1
REREAD	Please REREAD	5
TURNOFF	Please turn off water	24
TURNON	Turn on Water Meter	12

ASSIGNED TO TOTALS

Id	Name	Total Work Orders
BLAKE	BLAKE MELTON	54
JOE	joe donahue	45
LOGAN	LOGAN JENSEN	14
MARK	mark chesser	105

COMPLETED BY TOTALS

Id	Name	Total Work Orders
BLAKE	BLAKE MELTON	41
JOE	joe donahue	32
LOGAN	LOGAN JENSEN	11
MARK	mark chesser	17

Total Account Id Work Orders: 107
Total Location Work Orders: 0
Total Internal Loc Work Orders: 0

Total Backflow Work Orders:	0
Total Fixed Asset Work Orders:	0
Total Fleet Work Orders:	0
Total Customer Id Work Orders:	0
Total Work Orders:	107

September 2021 Public Works Report

9/8/21 – Work on Lift Stations # 4 and # 10. Both were experiencing problems.

9/8/21 - AR Valve at new north well is malfunctioning. Contacted Mittauer Engineering to inquire about warranty status.

9/9/21 – Contact manufacturer of AR Valve regarding warranty on product as new well project only had a 12 month warranty and it has now been 14 months.

9/9/21 – Go pick up new utility trailer from Triple Crown Trailers in Ocala. Go to Bushnell and pick up Ranger from shop.

9/10/21 – AR Valve at north well still not working properly. Have scheduled Tom Gustafson from FRWA to come and look at the valve.

9/10/21 – Contact Tim Norman at Mittauer inquiring about size of lift station required for a development tract.

9/13/21 – 9/17/21 Mark out for Covid Exposure – Received Negative test on Friday 9/17/21. Lift Station 4 was experiencing issues this week. Joe and Blake worked on the LS as one pump was running 18 hours per day but not pumping. They were unable to fix the problem.

9/20/21 – Mark back at work and found that in addition to LS #4 problems, LS #5 had been running on one pump all last week. Reset starter on pump at LS #5 and both pumps running again. Joe and Mark tried to pull the pump at LS #4 but crane on truck was not operating properly.

9/21/21 – Work Orders. Water turn offs and turn ons. Work on crane on utility truck. Go to Napa and get new battery for crane, was under warranty. Chevy 1500 overheated.....when it rains it pours!

9/22/21 – Pick up Chevy 1500 from Bushnell shop. LS # 4 still running on one pump. Unable to pull the non-working pump as crane is still not working.

9/22/21 – Start reading water meters.

9/23/21 – Meter reading. Palfinger rep here working on the crane on the utility truck.

9/24/21 – Palfinger rep back working on crane. Could not get it to work the first day. He finally got it working. Still reading meters. Pulled pump at LS #4 and found the impeller had come loose and the shaft on the pump was turning but the impeller was not, so no water was being pumped. Pump will have to be sent in for repairs. Check the other lift stations.

9/27/21 – Check City roads looking for trees that need to be trimmed/lifted.

9/27/21 – Donated golf cart arrived. Cart has been sitting for a while. Needs a battery, tires and will not run without the choke on, so may need some engine work as well.

9/28/21 – Bob Simcox picked up 3 HP pump from LS #4 for repairs.

9/28/21 – Work on closing out open work orders for the year.

9/29/21 – Order chemicals for south well. We don't use that well much but it is exercised monthly and that water goes into the system, so we need to keep some chemicals in stock there.

9/29/21 – Bob Simcox delivered repaired pump for LS #4. Excellent quick turnaround. Bob always does a good job for us.

9/29/21 – Pull interconnect samples with Bushnell staff. This is a split sample and will be sent to Webster and Bushnell's labs.

9/30/21 – Staff meeting City Hall. Trim Crepe Myrtles in front of City Hall.

9/30/21 – Install repaired pump in LS# 4. Pump is working properly.

10/1/21 – David Vice from FRWA was here, at my request, looking at the panel at the new north well. No one has been able to explain how it reads pressure. It appears it is reading pressure from the hyrotank, not the tower, as the pressure gauge at the tower has been disconnected. I keep asking how that tells the pumps how much water is in the tower. Some days the pumps may pump 150,000 gallons. The tower only holds 250,000 gallons and half of that is earmarked for fire suppression. So far, I have not gotten a really good explanation.

10/1/21 – Check LS #4. Pumps working well.

10/4/21 – Check trail cameras at Harris Park and Lift Stations. All need new batteries as these are the original batteries that were installed way back when Bushnell was still maintaining the lift stations in Webster. These cameras help identify illegal dumping of trash, etc.

10/4/21 – Take car from City Hall to Bushnell. Having starting issues.

10/5/21 – Check dumpster on NW 6th Ave. Was told it was to be delivered to NW 3rd St. Turned out to be the same owner on both properties.

10/6/21 – Tom Gustafson from FRWA here to look at AR Valve at new north well. We took the valve apart, found no trash or debris in it. Very simple design inside. Turned the pump on and water still pours out of the valve. It is possible the valve has failed.

10/7/21 – AR Valve still pouring water when pump is running. Talked to Dean at US Water and he did not have any suggestions as to how to repair the valve. I took pictures of the valve and sent them to the manufacturer.

10/7/21 – Pick up Public Works supplies at Walmart and Napa in Bushnell. Two cycle oil for chain saws/weed eaters, carb cleaner for generators, windshield wipers for trucks, etc.

10/8/21 – The valve manufacturer emailed me back and gave me a suggestion on what to do to repair the AR Valve. I did as instructed and the valve is now working properly. This saved the City from purchasing a new valve as the warranty had expired.

10/8/21 – Contact Suez regarding the water tower. The mold/mildew is really bad this year, due to all the rain we have had. Trying to get the cleaning (that is not scheduled until July 2022) moved up.



SUMTER COUNTY SHERIFF'S OFFICE

CALL HISTORY LISTING

Printed By:
MCASSIDY
Printed On:
10/05/2021 10:04:01

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
SCSO21CAD089654 PUnit: 201 LARGE M	09/29/2021 21:22:20 BUnit1: 213	SUSPICIOUS PERSON	229 SE 2ND ST	6602 C11	
SCSO21CAD089633 PUnit: 201 LARGE M	09/29/2021 20:00:00	BUILDING CHECK	447 NW 6TH AVE	2501 C1	
SCSO21CAD089537 PUnit: 201 LARGE M	09/29/2021 14:36:23 BUnit1: 165 BUnit2: 177 BUnit3: S52 BUnit4: K154	SUICIDE THREATS	3840 E C 478 23	5101 R1	SCSO21OFF004913
SCSO21CAD089454 PUnit: 149 COOK M	09/29/2021 10:06:54 BUnit1: 177 BUnit2: 231	TRAFFIC STOP	NE 3RD AVE	7301 T1	
SCSO21CAD089450 PUnit: 231 FROEHLICH T	09/29/2021 9:51:29 BUnit1: 149 BUnit2: 177	TRAFFIC STOP	N MARKET BLVD	7301 T4	
SCSO21CAD089411	09/29/2021 7:13:19	911 HANGUP	NO RECORD	9201 C5	
SCSO21CAD089268 PUnit: 198 LIVINGSTON R	09/28/2021 20:46:49 BUnit1: 155	ALARM-COMRCL	11470 CR 727	1402 A1	
SCSO21CAD089249 PUnit: K167 SIGLIN C	09/28/2021 20:00:00	BUILDING CHECK	447 NW 6TH AVE	8901 C4	
SCSO21CAD089245 PUnit: 198 LIVINGSTON R	09/28/2021 19:49:10 BUnit1: S55	DCF/ABUSE REG	3840 E C 478	3801 R5	
SCSO21CAD089243 PUnit: 198 LIVINGSTON R	09/28/2021 19:47:07 BUnit1: 155 BUnit2: K167	DISTURBANCE-VERBAL	1010 E CENTRAL AVE	2501 C1	
SCSO21CAD089230 PUnit: 198 LIVINGSTON R	09/28/2021 18:41:47 BUnit1: K167	JUVENILE	1010 E CENTRAL AVE 23	2501 R6	
SCSO21CAD089093 PUnit: 198 LIVINGSTON R	09/28/2021 11:42:54	ATTEMPT TO CONTACT	385 NE 3RD ST	2501 C1	
SCSO21CAD088965 PUnit: 155 LEE A	09/28/2021 3:29:41	TRESPASSING	811 NW 3RD ST	2501 C1	
SCSO21CAD088944 PUnit: 193 HARM C	09/28/2021 0:05:02 BUnit1: 155 BUnit2: 188 BUnit3: 221 BUnit4: 230 BUnit5: K119	MISSING PERSON	257 SE 1ST AVE	2501 R6	
SCSO21CAD088904 PUnit: 155 LEE A	09/27/2021 20:00:00 BUnit1: 193 BUnit2: 230	BUILDING CHECK	447 NW 6TH AVE	8901 C4	



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Printed By:
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10/05/2021 10:04:02

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
SCSO21CAD088870 PUnit: 155 LEE A	09/27/2021 18:07:27 BUnit1: S55	STALKING	133 NE 9TH ST	2201 C7	
SCSO21CAD088858	09/27/2021 17:08:51	911 HANGUP	374 N MARKET BLVD	9901 C1	
SCSO21CAD088847 PUnit: 155 LEE A	09/27/2021 16:45:13 BUnit1: S55	CIVIL-SERV PAPER	255 SE 3RD ST	2201 C7	
SCSO21CAD088747 PUnit: 198 LIVINGSTON R	09/27/2021 12:07:48	ATC -WELFARE CHECK	342 SW 1ST ST	2501 C1	
SCSO21CAD088729 PUnit: B171 DUNLAP C	09/27/2021 11:04:50	CIVIL-SERV PAPER	524 N MARKET BLVD	2201 C9	
SCSO21CAD088671 PUnit: S53 BROOKS J	09/27/2021 8:09:58 BUnit1: 197	PHONE COMPLT	7000 SR 50	2501 C1	
SCSO21CAD088591	09/26/2021 22:45:04	911 HANGUP	102 NE 4TH AVE	9201 C5	
SCSO21CAD088563 PUnit: 201 LARGE M	09/26/2021 20:00:01 BUnit1: 213	BUILDING CHECK	447 NW 6TH AVE	2501 C1	
SCSO21CAD088555 PUnit: 201 LARGE M	09/26/2021 19:22:55	DCF/ABUSE REG	64 SE 2ND ST	1102 R1	SCSO21OFF004851
SCSO21CAD088541 PUnit: 201 LARGE M	09/26/2021 18:32:50	DCF/ABUSE REG	3840 E C 478 23	1102 C9	
SCSO21CAD088413 PUnit: K224 PETERS R	09/26/2021 9:07:01 BUnit1: 177 BUnit2: S52	911 HANGUP	854 E CENTRAL AVE	9201 C11	
SCSO21CAD088154 PUnit: 177 WILSON D	09/25/2021 11:12:18	INVESTIGATION FOLLOW	2236 SE 100TH LN	2501 C1	
SCSO21CAD088084	09/25/2021 6:08:34	911 HANGUP	NO RECORD	9201 C5	
SCSO21CAD087994	09/24/2021 20:00:00	BUILDING CHECK	447 NW 6TH AVE	5602 K1	
SCSO21CAD087907	09/24/2021 15:48:52	SICK/INJURED	3840 E C 478	6301 M8	
SCSO21CAD087767 PUnit: 231 FROEHLICH T	09/24/2021 9:39:55 BUnit1: 149	ATTEMPT TO CONTACT	3840 E C 478 D33	2501 C1	



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Printed By:
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10/05/2021 10:04:02

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
SCSO21CAD087626	09/23/2021 21:55:58	SICK/INJURED	316 NE 9TH ST	6301 M8	
SCSO21CAD087618	09/23/2021 21:26:47	DISTURBANCE-UNK	268 S MARKET BLVD	4401 R6	
PUnit: 198 LIVINGSTON R BUnit1: 221					
SCSO21CAD087590	09/23/2021 20:00:00	BUILDING CHECK	447 NW 6TH AVE	5602 C4	
PUnit: 198 LIVINGSTON R					
SCSO21CAD087587	09/23/2021 19:48:44	DISTURBANCE-UNK	3840 E C 478 23	2501 C2	
PUnit: 198 LIVINGSTON R BUnit1: 221					
SCSO21CAD087548	09/23/2021 17:10:18	SUSPICIOUS VEH	363 NE 4TH ST	6603 C11	
PUnit: 198 LIVINGSTON R					
SCSO21CAD087407	09/23/2021 10:52:27	911 HANGUP	CIR	9901 K1	
SCSO21CAD087285	09/23/2021 0:27:16	CIVIL	3840 E C 478 23	2501 C1	
PUnit: 221 ROSARIO F					
SCSO21CAD087228	09/22/2021 21:48:56	SICK/INJURED	360 SE 3RD AVE	5101 R1	SCSO21OFF004782
PUnit: 221 ROSARIO F BUnit1: 188 BUnit2: 230					
SCSO21CAD087224	09/22/2021 21:23:15	CIVIL	625 NW 9TH AVE	2501 C9	
PUnit: 198 LIVINGSTON R BUnit1: 188 BUnit2: 221 BUnit3: 230 BUnit4: K119					
SCSO21CAD087218	09/22/2021 21:02:41	SICK/INJURED	360 SE 3RD AVE	6301 M8	
SCSO21CAD087214	09/22/2021 20:52:04	911 HANGUP	102 NE 4TH AVE	9201 C11	
SCSO21CAD087212	09/22/2021 20:47:46	911 HANGUP	102 NE 4TH AVE	9201 C4	
SCSO21CAD087200	09/22/2021 20:08:28	CITZ ASST-ESCRT	255 SE 3RD ST	2501 C2	
PUnit: 198 LIVINGSTON R					
SCSO21CAD087198	09/22/2021 20:00:00	BUILDING CHECK	447 NW 6TH AVE	8901 C4	
PUnit: 198 LIVINGSTON R					
SCSO21CAD087144	09/22/2021 16:36:45	911 HANGUP	90 SW 5TH ST	9201 C4	
PUnit: S53 BROOKS J					
SCSO21CAD087092	09/22/2021 13:46:42	DCF/ABUSE REG	3840 E C 478	1102 R1	SCSO21OFF004772
PUnit: 198 LIVINGSTON R BUnit1: S53					



SUMTER COUNTY SHERIFF'S OFFICE

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Printed By:
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Printed On:
10/05/2021 10:04:03

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
SCSO21CAD087084 PUnit: T207 ADAMS J	09/22/2021 13:18:28	DCF/ABUSE REG	773 NW 10TH AVE	1102 R5	
SCSO21CAD086986 PUnit: 187 MUNSTER C	09/22/2021 8:15:29	CIVIL	255 SE 3RD ST	2501 C1	
SCSO21CAD086928 PUnit: 203 CANNA D BUnit1: 208	09/21/2021 23:47:52	RECKLESS DRIVER	1010 E CENTRAL AVE	2501 C11	
SCSO21CAD086896 PUnit: 201 LARGE M	09/21/2021 20:19:28	SICK/INJURED	836 E CENTRAL AVE	6301 M8	
SCSO21CAD086662 PUnit: B133 DECKARD S	09/21/2021 8:50:42	CIVIL-SERV PAPER	290 SW 1ST ST	2201 C7	
SCSO21CAD086575	09/20/2021 20:49:18	911 HANGUP	530 W KINGS HWY	9201 C11	
SCSO21CAD086563 PUnit: 222 ROSA C	09/20/2021 20:00:01	BUILDING CHECK	447 NW 6TH AVE	5602 C4	
SCSO21CAD086550 PUnit: 222 ROSA C BUnit1: 182 BUnit2: 229	09/20/2021 19:19:40	ANIMAL COMPLAINT	SE 1ST AVE	2501 C1	
SCSO21CAD086467	09/20/2021 15:11:34	911 HANGUP	773 NW 10TH AVE	9201 C5	
SCSO21CAD086418 PUnit: 201 LARGE M	09/20/2021 12:59:54	911 HANGUP	483 NE 1ST ST	9201 C11	
SCSO21CAD086412 PUnit: 177 WILSON D BUnit1: S52	09/20/2021 12:38:32	DCF/ABUSE REG	3273 CR 675	3801 R5	
SCSO21CAD086313	09/20/2021 8:37:14	SICK/INJURED	524 N MARKET BLVD	6301 M8	
SCSO21CAD086241	09/20/2021 0:36:34	911 HANGUP	NO RECORD FOUND	9201 C11	
SCSO21CAD086220 PUnit: 221 ROSARIO F BUnit1: 198	09/19/2021 22:55:58	SUSPICIOUS PERSON	524 N MARKET BLVD	6602 C1	
SCSO21CAD086215 PUnit: 198 LIVINGSTON R BUnit1: 221	09/19/2021 22:36:37	911 HANGUP	449 NW 8TH AVE	9201 C4	
SCSO21CAD086204 PUnit: 198 LIVINGSTON R	09/19/2021 22:21:33	SUSPICIOUS PERSON	524 N MARKET BLVD	6602 C9	



SUMTER COUNTY SHERIFF'S OFFICE

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Printed By:
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10/05/2021 10:04:03

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
SCSO21CAD086154 PUnit: 198 LIVINGSTON R	09/19/2021 20:00:01	BUILDING CHECK	447 NW 6TH AVE	5602 C4	
SCSO21CAD086047 PUnit: 198 LIVINGSTON R BUnit1: 197 BUnit2: 232 BUnit3: S53	09/19/2021 12:34:31	SUSPICIOUS INCIDENT	7671 SR 471	6601 C4	
SCSO21CAD086040	09/19/2021 12:09:03	911 MISDIAL	N MARKET BLVD	9201 C1	
SCSO21CAD085915 PUnit: 198 LIVINGSTON R	09/18/2021 20:14:40	THEFT	374 N MARKET BLVD	4401 R6	
SCSO21CAD085797 PUnit: 198 LIVINGSTON R	09/18/2021 12:35:08	911 HANGUP	854 E CENTRAL AVE	9201 C11	
SCSO21CAD085754	09/18/2021 9:14:16	INFORMATION	SR 471/ SOUTH OF SUMTER LINE	7203 L1	
SCSO21CAD085734 PUnit: 176 MARTIN P BUnit1: 114	09/18/2021 8:02:46	RECKLESS DRIVER	SR 471/ SE 1ST	4402 L1	
SCSO21CAD085715	09/18/2021 2:35:37	911 HANGUP	46 SE 3RD ST	2501 C5	
SCSO21CAD085710 PUnit: 221 ROSARIO F	09/18/2021 2:15:50	DISTURBANCE-NOISE	236 NE 1ST AVE	2501 R6	
SCSO21CAD085676	09/17/2021 22:30:18	SICK/INJURED	64 NE 1ST AVE	6301 M8	
SCSO21CAD085661 PUnit: 198 LIVINGSTON R	09/17/2021 21:27:28	STALKING	445 NW 10TH AVE	2501 R6	
SCSO21CAD085495 PUnit: 197 ADAMS C BUnit1: 198 BUnit2: 232 BUnit3: K105	09/17/2021 12:46:33	FCIC/NCIC HIT	NW 4TH ST	8801 C11	
SCSO21CAD085450 PUnit: B133 DECKARD S	09/17/2021 10:18:57	CIVIL-SERV PAPER	254 S MARKET BLVD	2201 C7	
SCSO21CAD085412 PUnit: T215 BODLE R	09/17/2021 8:25:36	ACCIDENT	349 S MARKET BLVD	7102 T7	
SCSO21CAD085320 PUnit: 198 LIVINGSTON R	09/16/2021 20:00:00	BUILDING CHECK	447 NW 6TH AVE	2501 C4	
SCSO21CAD085251	09/16/2021 15:41:56	CIVIL-SERV PAPER	254 S MARKET BLVD	2201 C7	



SUMTER COUNTY SHERIFF'S OFFICE

CALL HISTORY LISTING

Printed By:
MCASSIDY
Printed On:
10/05/2021 10:04:04

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
PUnit: B133 DECKARD S					
SCSO21CAD085061	09/16/2021 5:22:02	911 HANGUP	NO RECORD	9201 C5	
SCSO21CAD085040	09/16/2021 2:09:26	911 MISDIAL	69 NW 3RD AVE	9201 C1	
SCSO21CAD084982	09/15/2021 20:00:00	BUILDING CHECK	447 NW 6TH AVE	2501 C1	
PUnit: 201 LARGE M					
SCSO21CAD084822	09/15/2021 11:08:11	THEFT	850 NW 6TH ST	2701 R1	SCSO21OFF004647
PUnit: 201 LARGE M					
SCSO21CAD084783	09/15/2021 9:03:25	ILLEGAL DUMPING	658 E CENTRAL AVE	2501 C1	
PUnit: 220 NEUMANN S					
SCSO21CAD084675	09/14/2021 20:00:01	BUILDING CHECK	447 NW 6TH AVE	5602 C4	
PUnit: 198 LIVINGSTON R					
SCSO21CAD084465	09/14/2021 7:39:26	OBSTRUCTION ON HWY	NW 7TH AVE	4301 C1	
PUnit: X502 CALLAWAY C BUnit1: 114					
SCSO21CAD084393	09/13/2021 20:05:04	HIT AND RUN	773 NW 4TH ST C	7102 T10	
PUnit: S58 CALLAWAY M BUnit1: 226 BUnit2: X126					
SCSO21CAD084391	09/13/2021 20:00:01	BUILDING CHECK	447 NW 6TH AVE	2501 C1	
PUnit: S55 BUTLER E					
SCSO21CAD084319	09/13/2021 15:56:30	CIVIL-SERV PAPER	1010 E CENTRAL AVE	2201 C7	
PUnit: B133 DECKARD S					
SCSO21CAD084202	09/13/2021 10:40:41	SICK/INJURED	524 N MARKET BLVD	6301 M8	
SCSO21CAD084200	09/13/2021 10:39:26	911 HANGUP	524 N MARKET BLVD	9901 C4	
SCSO21CAD084201	09/13/2021 10:39:25	SICK/INJURED	524 N MARKET BLVD	6301 L1	
SCSO21CAD084199	09/13/2021 10:39:21	SICK/INJURED	524 N MARKET BLVD	6301 M8	
SCSO21CAD084191	09/13/2021 10:11:15	STOLEN TAG	524 N MARKET BLVD	2501 R6	
PUnit: 198 LIVINGSTON R					
SCSO21CAD084108	09/13/2021 1:10:01	911 HANGUP	NO RECORD	9201 C5	



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Printed By:
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10/05/2021 10:04:04

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
SCSO21CAD084057 PUnit: 201 LARGE M	09/12/2021 20:00:00	BUILDING CHECK	447 NW 6TH AVE	2501 C1	
SCSO21CAD084027 PUnit: 201 LARGE M	09/12/2021 18:19:20	911 HANGUP BUnit1: 169 BUnit2: 229	871 NW 6TH ST	9201 C4	
SCSO21CAD083992	09/12/2021 16:14:36	911 MISDIAL	7671 SR 471	9201 C1	
SCSO21CAD083989 PUnit: 201 LARGE M	09/12/2021 16:06:57	INVESTIGATION FOLLOW	NW 6TH ST	2501 C1	
SCSO21CAD083964 PUnit: 201 LARGE M	09/12/2021 14:11:34	SICK/INJURED BUnit1: 220	445 NW 10TH AVE	6301 M8	
SCSO21CAD083963	09/12/2021 14:08:40	SICK/INJURED	445 NW 10TH AVE	6301 M8	
SCSO21CAD083750	09/11/2021 16:59:00	911 HANGUP	NO RECORD FOUND	9201 C5	
SCSO21CAD083688 PUnit: K154 MATA R	09/11/2021 12:55:45	DISTURBANCE-VERBAL BUnit1: 220	7368 SR 471	3102 C1	
SCSO21CAD083610 PUnit: 149 COOK M	09/11/2021 7:42:43	PHONE COMPLT	850 NW 6TH ST	4402 R5	
SCSO21CAD083536 PUnit: 201 LARGE M	09/10/2021 21:32:51	TRAFFIC STOP	N MARKET BLVD	7301 T4	
SCSO21CAD083528 PUnit: S41 BISHOP M	09/10/2021 21:04:52	CITIZENS ASSIST	SR 471/CUMPRESSCO GRADE RD	7701 C4	
SCSO21CAD083389 PUnit: 201 LARGE M	09/10/2021 14:38:02	ASSAULT BUnit1: 149 BUnit2: 220 BUnit3: 231	850 NW 6TH ST	1701 R1 A1	SCSO21OFF004570
SCSO21CAD083314 PUnit: B133 DECKARD S	09/10/2021 11:15:31	CIVIL-SERV PAPER	469 N MARKET BLVD	2201 C7	
SCSO21CAD083262 PUnit: 220 NEUMANN S	09/10/2021 8:19:10	RECKLESS DRIVER	7000 SR 50	7001 C11	
SCSO21CAD083179 PUnit: 193 HARM C	09/09/2021 21:53:30	SHOTS HRD- AREA BUnit1: 155 BUnit2: 201 BUnit3: 230 BUnit4: S55 BUnit5: K119	850 NW 6TH ST	1702 R1 Z1 M	SCSO21OFF004554
SCSO21CAD083156	09/09/2021 20:00:00	BUILDING CHECK	447 NW 6TH AVE	2501 C1	



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Printed By:
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10/05/2021 10:04:04

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
PUnit: 201 LARGE M					
SCSO21CAD083083	09/09/2021 16:05:50	CIVIL-SERV PAPER	469 N MARKET BLVD	2201 C7	
PUnit: B133 DECKARD S					
SCSO21CAD082980	09/09/2021 12:05:28	DISTURBANCE-VERBAL	654 NW 6TH ST	3101 C4	
PUnit: 201 LARGE M					
SCSO21CAD082931	09/09/2021 9:05:27	JUVENILE	773 NW 10TH AVE	2201 E2 Z1 G	SCSO21OFF004535
PUnit: T122 HOLLOWAY J					
SCSO21CAD082866	09/08/2021 23:25:01	EXTRA PATROL	823 NW 7TH ST	1101 C4	
SCSO21CAD082838	09/08/2021 20:06:17	DISTURBANCE-UNK	1010 E CENTRAL AVE 23	3101 C2	
PUnit: 155 LEE A BUnit1: 198 BUnit2: S55 BUnit3: S58					
SCSO21CAD082836	09/08/2021 20:00:00	BUILDING CHECK	447 NW 6TH AVE	5602 C4	
PUnit: 198 LIVINGSTON R					
SCSO21CAD082810	09/08/2021 18:10:42	CIVIL	255 SE 3RD ST	2501 C2	
PUnit: 155 LEE A					
SCSO21CAD082678	09/08/2021 11:10:40	EXTRA PATROL	823 NW 7TH ST	8901 C4	
PUnit: 198 LIVINGSTON R					
SCSO21CAD082669	09/08/2021 10:44:38	BUILDING CHECK	4735 CR 772	5602 C4	
PUnit: 199 HARTMANN H					
SCSO21CAD082646	09/08/2021 9:56:03	TRESPASSING	516 NW 3RD ST	7501 C6	
PUnit: 198 LIVINGSTON R					
SCSO21CAD082560	09/07/2021 22:27:31	THREATS	625 NW 9TH AVE	3101 R6 Z1 M	
PUnit: 208 SMITH D BUnit1: 213 BUnit2: 227 BUnit3: S41 BUnit4: K190					
SCSO21CAD082532	09/07/2021 20:13:00	BUILDING CHECK	447 NW 6TH AVE	9901 Z1	
SCSO21CAD082531	09/07/2021 20:06:40	BUILDING CHECK	447 NW 6TH AVE	8901 C4	
PUnit: 213 STILLION J					
SCSO21CAD082449	09/07/2021 16:25:13	CIVIL-SERV PAPER	234 NE 9TH ST	2201 C7	
PUnit: B133 DECKARD S					
SCSO21CAD082394	09/07/2021 13:16:46	DIST-O/W	255 SE 3RD ST	1804 R1	SCSO21OFF004508
PUnit: 201 LARGE M					



SUMTER COUNTY SHERIFF'S OFFICE

CALL HISTORY LISTING

Printed By:
MCASSIDY
Printed On:
10/05/2021 10:04:05

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
SCSO21CAD082361 PUnit: S52 SIROLLI A	09/07/2021 12:08:16	ABANDON VEHICLE	BAIRD GRADE	6603 C4	
SCSO21CAD082272 PUnit: 149 COOK M	09/07/2021 6:26:36	EXTRA PATROL	823 NW 7TH ST	8901 C4	
SCSO21CAD082244 PUnit: 213 STILLION J	09/06/2021 23:52:44	EXTRA PATROL	9009 OAK ALLEY BLVD	8901 C4	
SCSO21CAD082242	09/06/2021 23:28:00	BUILDING CHECK	447 NW 6TH AVE	9901 Z1	
SCSO21CAD082239	09/06/2021 23:13:00	BUILDING CHECK	447 NW 6TH AVE	9901 Z1	
SCSO21CAD082224 PUnit: 213 STILLION J	09/06/2021 21:43:46	EXTRA PATROL	823 NW 7TH ST	9999 C4	
SCSO21CAD082211	09/06/2021 20:32:00	BUILDING CHECK	447 NW 6TH AVE	9901 Z1	
SCSO21CAD082201 PUnit: 213 STILLION J	09/06/2021 20:00:00	BUILDING CHECK	447 NW 6TH AVE	2501 C1	
SCSO21CAD082085	09/06/2021 12:00:53	911 MISDIAL	524 N MARKET BLVD	9201 C1	
SCSO21CAD082077	09/06/2021 11:30:13	911 HANGUP	524 N MARKET BLVD	9201 C4	
SCSO21CAD082071 PUnit: 201 LARGE M BUnit1: 149 BUnit2: K224	09/06/2021 11:17:22	SICK/INJURED	524 N MARKET BLVD	6301 M8	
SCSO21CAD082056 PUnit: 201 LARGE M	09/06/2021 10:35:56	INFORMATION	447 NW 6TH AVE	2501 C1	
SCSO21CAD082048 PUnit: 201 LARGE M BUnit1: 149	09/06/2021 9:55:26	CITIZENS ASSIST	447 NW 6TH AVE	2501 C1	
SCSO21CAD082033 PUnit: 201 LARGE M	09/06/2021 8:05:45	SUSPICIOUS PERSON	811 NW 3RD ST	2501 C1	
SCSO21CAD082027 PUnit: 201 LARGE M	09/06/2021 7:54:05	EXTRA PATROL	823 NW 7TH ST	8901 C4	
SCSO21CAD082019 PUnit: 149 COOK M	09/06/2021 7:16:16	SUSPICIOUS VEH	7368 SR 471	6602 C4	



SUMTER COUNTY SHERIFF'S OFFICE

CALL HISTORY LISTING

Printed By:
MCASSIDY
Printed On:
10/05/2021 10:04:05

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
SCSO21CAD081988 PUnit: 155 LEE A	09/06/2021 2:38:30	SUSPICIOUS PERSON	7000 SR 50	6602 C4	
SCSO21CAD081973 PUnit: 155 LEE A	09/06/2021 0:25:06	EXTRA PATROL	823 NW 7TH ST	8901 C4	
SCSO21CAD081895	09/05/2021 18:09:35	911 HANGUP	530 W KINGS HWY	9201 C5	
SCSO21CAD081867 PUnit: 198 LIVINGSTON R	09/05/2021 15:50:41	SUSPICIOUS PERSON	349 S MARKET BLVD	6603 R4	
SCSO21CAD081831 PUnit: 198 LIVINGSTON R	09/05/2021 13:15:24	EXTRA PATROL	823 NW 7TH ST	8901 C4	
SCSO21CAD081730 PUnit: 181 NELSON G BUnit1: 155	09/05/2021 1:42:30	EXTRA PATROL	823 NW 7TH ST	8901 C4	
SCSO21CAD081712 PUnit: 198 LIVINGSTON R	09/04/2021 23:53:37	EXTRA PATROL	9009 OAK ALLEY BLVD	8901 C4	
SCSO21CAD081675 PUnit: 198 LIVINGSTON R BUnit1: 181 BUnit2: S55 BUnit3: K167	09/04/2021 21:07:33	ALARM-COMRCL	329 N MARKET BLVD	1402 A1	
SCSO21CAD081660 PUnit: 198 LIVINGSTON R	09/04/2021 20:15:04	CITIZENS ASSIST	374 N MARKET BLVD	2501 C1	
SCSO21CAD081640	09/04/2021 19:04:50	SICK/INJURED	516 NW 3RD ST	6301 M8	
SCSO21CAD081592 PUnit: 230 THOMPSON T BUnit1: 199	09/04/2021 16:08:54	TRAFFIC STOP	SE 1ST AVE	7301 T4 Z1 M	
SCSO21CAD081575 PUnit: 198 LIVINGSTON R	09/04/2021 15:07:23	INFORMATION	155 E CENTRAL AVE	7501 C6	
SCSO21CAD081532	09/04/2021 12:15:31	SICK/INJURED	NW 4TH ST	6301 M8	
SCSO21CAD081511 PUnit: 199 HARTMANN H BUnit1: 230	09/04/2021 10:53:17	TRAFFIC STOP	N MARKET BLVD	7301 T3 Z1 M	
SCSO21CAD081419 PUnit: 182 GILBERT J	09/04/2021 0:35:23	EXTRA PATROL	823 NW 7TH ST	8901 C4	



SUMTER COUNTY SHERIFF'S OFFICE

CALL HISTORY LISTING

Printed By:
MCASSIDY
Printed On:
10/05/2021 10:04:06

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
SCSO21CAD081412 PUnit: 182 GILBERT J	09/03/2021 23:56:00	EXTRA PATROL	9009 OAK ALLEY BLVD	8901 C4	
SCSO21CAD081333 PUnit: 198 LIVINGSTON R	09/03/2021 17:29:39	STOLEN VEHICLE	469 N MARKET BLVD	6804 R1	SCSO21OFF004449
SCSO21CAD081305 PUnit: 198 LIVINGSTON R	09/03/2021 15:35:21	EXTRA PATROL	823 NW 7TH ST	8901 C4	
SCSO21CAD081290	09/03/2021 14:52:35	911 HANGUP	102 NE 4TH AVE	9201 C11	
SCSO21CAD081286 PUnit: 198 LIVINGSTON R	09/03/2021 14:43:42	SICK/INJURED	342 SW 1ST ST	5301 M8	
SCSO21CAD081284	09/03/2021 14:43:10	SICK/INJURED	366 NW 9TH AVE	6301 M8	
SCSO21CAD081283 PUnit: B133 DECKARD S	09/03/2021 14:41:19	CIVIL-SERV PAPER	234 NE 9TH ST	2201 C7	
SCSO21CAD081169 PUnit: 199 HARTMANN H BUnit1: 198 BUnit2: 230	09/03/2021 10:18:55	TRAFFIC STOP	N MARKET BLVD	7301 T3 Z1 M	
SCSO21CAD081106 PUnit: X140 GLAYZER A	09/03/2021 7:31:40	TRAFFIC ENFORCEMENT	349 S MARKET BLVD	7001 C1 G	
SCSO21CAD081056 PUnit: 219 MORA J	09/02/2021 23:46:40	EXTRA PATROL	9009 OAK ALLEY BLVD	8901 C4	
SCSO21CAD081022 PUnit: 208 SMITH D BUnit1: 201 BUnit2: 219 BUnit3: 227 BUnit4: K105	09/02/2021 21:04:11	FCIC/NCIC HIT	353 E CENTRAL AVE	3801 R5 A1	
SCSO21CAD081014	09/02/2021 20:42:57	911 HANGUP	WIRELESS	9201 Z1	
SCSO21CAD080998 PUnit: 201 LARGE M	09/02/2021 20:00:01	BUILDING CHECK	WEBSTER PARKS	2501 C1	
SCSO21CAD080948 PUnit: 201 LARGE M BUnit1: 177 BUnit2: K224 BUnit3: X503	09/02/2021 16:27:14	BOLO/AREA CHECK	353 E CENTRAL AVE	8801 C11	
SCSO21CAD080910 PUnit: T122 HOLLOWAY J	09/02/2021 14:46:37	JUVENILE	773 NW 10TH AVE	4401 R1 Z1 G	SCSO21OFF004422
SCSO21CAD080832	09/02/2021 11:22:21	SUSPICIOUS INCIDENT	823 NW 7TH ST	6601 R6	



SUMTER COUNTY SHERIFF'S OFFICE

CALL HISTORY LISTING

Printed By:
MCASSIDY
Printed On:
10/05/2021 10:04:06

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
PUnit: 201 LARGE M	BUnit1: 177				
SCSO21CAD080770	09/02/2021 8:15:32	SEX OFFENSE	353 E CENTRAL AVE	6203 R1	SCSO21OFF004413
PUnit: D106 SMITH M					
SCSO21CAD080704	09/01/2021 23:49:59	EXTRA PATROL	9009 OAK ALLEY BLVD	8901 C4	
PUnit: 188 PREVATT T					
SCSO21CAD080676	09/01/2021 20:30:46	CIVIL	314 SW 1ST ST	2501 C1 Z1 M	
PUnit: 201 LARGE M	BUnit1: 208 BUnit2: 227				
SCSO21CAD080566	09/01/2021 14:08:05	CITIZENS ASSIST	349 S MARKET BLVD	2501 R1	SCSO21OFF004403
PUnit: T215 BODLE R					
SCSO21CAD080427	09/01/2021 4:46:37	SICK/INJURED	85 SE 4TH ST	6301 M8	

ORDINANCE NO. 2021-06

**AN ORDINANCE OF THE CITY OF WEBSTER, FLORIDA
AMENDING THE CITY OF WEBSTER UNIFIED
COMPREHENSIVE PLAN, AS PREVIOUSLY AMENDED;
PROVIDING FOR THE ENACTMENT OF A PROPERTY
RIGHTS ELEMENT WITH GOALS, OBJECTIVES AND
POLICIES; PROVIDING FOR LEGISLATIVE FINDINGS
AND INTENT; PROVIDING FOR SEVERABILITY;
PROVIDING FOR A SAVINGS PROVISION AND
RATIFICATION OF PRIOR ACTS OF THE CITY;
PROVIDING FOR CONFLICTS; CODIFICATION AND
DIRECTIONS TO THE CODE CODIFIER AND PROVIDING
FOR THE IMPLEMENTATION OF THE STATUTORY
STATE REVIEW PROCESS AND AN EFFECTIVE DATE.**

WHEREAS, the City of Webster has enacted its *Comprehensive Plan* in accordance with the controlling provisions of State law which *Comprehensive Plan* has successfully guided the City for many years; and

WHEREAS, the City of Webster is committed to an ongoing and vibrant comprehensive planning program which addresses the needs of the citizens of the City; and

WHEREAS, Section 163.3167, *Florida Statutes*, part of Florida's *Community Planning Act*, requires the City of Webster to maintain a comprehensive plan to guide its future development and growth; and

WHEREAS, the provisions of Section 163.3184, *Florida Statutes*, relate to the process for the enactment of *Comprehensive Plan* amendments; and

WHEREAS, Florida's *Community Planning Act* was amended during the 2021 Legislative Session by the passage of Committee Substitute for Committee Substitute for Committee Substitute for House Bill Number 59 (initially codified as Chapter Number

2021-195, *Laws of Florida*) to require every city and county within the State "to include in its comprehensive plan a property rights element." (Section 163.3177(6)(i)1, *Florida Statutes*); and

WHEREAS, the City of Webster is committed to open and transparent decision-making which is the best protection for property rights and has long advocated for the rights of all people to contribute to City planning in that engaged citizens improve their neighborhoods and the City as a whole; and

WHEREAS, the high quality of life of the citizens of the City of Webster is enhanced and protected, the high quality economic and natural environment of the City is protected and the City, as a whole, is strengthened when City planning practices and procedures engage the public as public participation leads to more thoughtful and enduring planning; and

WHEREAS, the City of Webster respects judicially acknowledged and constitutionally protected private property rights; and

WHEREAS, the pertinent goals, objectives and policies of the *Comprehensive Plan* support the approval of the amendment set forth in this Ordinance as well as the controlling provisions of State law; and

WHEREAS, the City of Webster has complied with all requirements and procedures of Florida law in processing this amendment to the *City of Webster Comprehensive Plan* including, but not limited to, Section 163.3184, *Florida Statutes*, as well as other controlling law; and

WHEREAS, the City Council of the City of Webster 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 and Chapter 166, *Florida Statutes*, and the controlling case law of the State of Florida; and

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

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 recitals (whereas clauses) to this Ordinance as well as City staff report and City Council agenda memorandum relating to this Ordinance as the legislative findings of the City Council.

(b). This Ordinance is internally consistent with the goals, objectives and policies of the *Comprehensive Plan of the City of Webster*.

(c). Section 187.201(14), *Florida Statutes*, (part of the State Comprehensive Plan) provides as follows:

(14) PROPERTY RIGHTS.—

(a) Goal.—Florida shall protect private property rights and recognize the existence of legitimate and often competing public and private interests in land use regulations and other government action.

(b) Policies.—

1. Provide compensation, or other appropriate relief as provided by law, to a landowner for any governmental action that is determined to be an unreasonable exercise of the state's police power so as to constitute a taking.

2. Determine compensation or other relief by judicial proceeding rather than by administrative proceeding.
3. Encourage acquisition of lands by state or local government in cases where regulation will severely limit practical use of real property.

(c). Section 70.001 (1), *Florida Statutes*, from the *Bert J. Harris, Jr., Private*

Property Rights Protection Act states, in part, as follows:

The Legislature recognizes that some laws, regulations, and ordinances of the state and political entities in the state, as applied, may inordinately burden, restrict, or limit private property rights without amounting to a taking under the State Constitution or the United States Constitution. The Legislature determines that there is an important state interest in protecting the interests of private property owners from such inordinate burdens. Therefore, it is the intent of the Legislature that, as a separate and distinct cause of action from the law of takings, the Legislature herein provides for relief, or payment of compensation, when a new law, rule, regulation, or ordinance of the state or a political entity in the state, as applied, unfairly affects real property.

(d). Section 163.3161 (10), *Florida Statutes*, from the intent and purpose

section of the *Community Planning Act* provides as follows:

It is the intent of the Legislature that all governmental entities in this state recognize and respect judicially acknowledged or constitutionally protected private property rights. It is the intent of the Legislature that all rules, ordinances, regulations, comprehensive plans and amendments thereto, and programs adopted under the authority of this act must be developed, promulgated, implemented, and applied with sensitivity for private property rights and not be unduly restrictive, and property owners must be free from actions by others which would harm their property or which would constitute an inordinate burden on property rights as those terms are defined in s. 70.001(3)(e) and (f). Full and just compensation or other appropriate relief must be provided to any property owner for a governmental action that is determined to be an invalid exercise of the police power which constitutes a taking, as provided by law. Any such relief must ultimately be determined in a judicial action.

(e). Section 70.002, *Florida Statutes*, is entitled "Property Owner Bill of Rights"

and requires as follows:

Each county property appraiser office shall provide on its website a Property Owner Bill of Rights. The purpose of the bill of rights is to identify certain existing rights afforded to property owners but is not a comprehensive guide. The Property Owner Bill of Rights does not create a civil cause of action. The Property Owner Bill of Rights must state:

PROPERTY OWNER BILL OF RIGHTS

This Bill of Rights does not represent all of your rights under Florida law regarding your property and should not be viewed as a comprehensive guide to property rights. This document does not create a civil cause of action and neither expands nor limits any rights or remedies provided under any other law. This document does not replace the need to seek legal advice in matters relating to property law. Laws relating to your rights are found in the State Constitution, Florida Statutes, local ordinances, and court decisions. Your rights and protections include:

1. The right to acquire, possess, and protect your property.
2. The right to use and enjoy your property.
3. The right to exclude others from your property.
4. The right to dispose of your property.
5. The right to due process.
6. The right to just compensation for property taken for a public purpose.
7. The right to relief, or payment of compensation, when a new law, rule, regulation, or ordinance of the state or a political entity unfairly affects your property.

(f). City staff and the City Council have concluded that the amendment to the City's *Comprehensive Plan* as set forth in this Ordinance are well founded and consistent with sound and generally accepted practices and principles.

SECTION 2. NEW PROPERTY RIGHTS ELEMENT; CITY *COMPREHENSIVE PLAN*. A new Property Rights Element of the *Comprehensive Plan of the City of Webster* is created to read as follows.

PROPERTY RIGHTS ELEMENT

Preamble: Residents of the City of Webster have chosen to live in the City and often have bought a home, the most significant financial decision many people make, and, oftentimes, have started a business in or are employed in the City. Decisions are made because of issues that the City addresses such as like the condition of streets and parks, the proximity to daily needs and community safety. Businesses locate in the City for its resources. They care about human assets, like customers and workers. And residents, businesses and property owners, alike, care about physical assets like public infrastructure and the environment/natural resources available within the City. Businesses rely on local government plans so they can count on these resources being available. Real estate investors study City rules and regulations in order to make financial plans and accurately evaluate investment opportunities. For investments in real estate to have low risk, the City must protect and improve the quality of a community over time. Land values reflect how desirable a community is in many ways. Regulating land use and protecting property rights are not conflicting goals. Rather, local government rules and regulations generally create value in property and bring stability to real estate markets and the community values of a jurisdiction. Rules that benefit the public also protect property rights. A local government's process for regulating land greatly impacts real estate markets and property rights. Transparency, predictability,

and reliability are strategies for implementing land use rules and regulations in a way that benefits people and respects property rights. Transparency means people can see and participate in processes for developing rules and regulations. Predictability means a local government follows rules and regulations that are clear and unambiguous as a result of professional drafting the documents and civic-oriented public officials deliberating upon proposals which are ultimately adopted or enacted. Real estate investors should be able to read rules and regulations that are clear and understandable and be able to readily ascertain whether local government will be likely to permit a development proposal. Residents should be able to read rules and regulations and then know what kind of development will most reasonably occur in their community. Reliability means a local government follows through on its commitments. Local governments should make realistic plans and should follow them. And, local governments should only change their plans and rules and regulations after thorough consideration and broad as possible participation that would have the most potential of leading to strong support or consensus. When a government is reliable, people can make long-term investments in the community which is one key to a successful local economy. The City is dedicated to attaining the most benefits from sound planning for its citizens and those who own property and businesses within the City.

Goal: The City of Webster shall make planning and development decisions with respect for private property rights and with respect for people's rights to participate in decisions that affect their lives and property.

Objective 1: The City of Webster shall respect judicially acknowledged and constitutionally protected private property rights.

Policy 1.1 The City of Webster shall consider in its decision-making the right of a property owner to physically possess and control his, her or its interests in the property including, but not limited to, rights arising from easements, leases, or mineral rights.

Policy 1.2: The City of Webster shall consider in its decision-making the right of a property owner to use, maintain, develop and improve his, her or its property for personal use or for the use of any other person, subject to state law and local ordinances.

Policy 1.3: The City of Webster shall consider in its decision-making the right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

Policy 1.4: The City of Webster shall consider in its decision-making the right of a property owner to dispose of his, her or its property through sale or gift.

Policy 1.5: The City of Webster shall adhere to the rule of law in making land use decisions whether legislative, administrative or quasi-judicial.

Policy 1.6: The City's land development regulations shall provide for applicable processes, procedures and standards to implement this Objective.

Objective 2: People have the right to participate in planning and development decisions that affect their lives and property. The City of Webster's

decision-making processes and procedures shall be transparent so that all people may reasonably participate in decisions that affect their lives and property.

Policy 2.1: The City of Webster recognizes that planning and development decisions affect complex systems and have impacts that occur beyond the site of development. Any affected person may participate, as is consistent with controlling law, in and be a party to a hearing on a land use decision. Likewise, the general public which may not have true legal standing under controlling law, shall have the right to participate as is established under Florida law.

Policy 2.2: The City of Webster recognizes that it should make planning and development decisions in response to true and accurate information. The City of Webster shall, in accordance with controlling law, provide every affected person an opportunity to be heard, to present and rebut evidence and to be informed of all information on which the City bases its decision all as is required under Florida law.

Policy 2.3: The City of Webster recognizes that a person cannot participate in decisions about which they are unaware. The City shall provide notice as required by controlling law and shall adhere to a policy of open meetings and freedom to review and copy public records which are bedrock principles of Florida law.

Policy 2.4: The City of Webster recognizes that planning and development decisions raise issues which the City may not be capable of adequately addressing in a single hearing and that the best decisions when every affected person has the opportunity to participate early and throughout the decision-making process.

Policy 2.5: The City's land development regulations shall provide for applicable processes, procedures and standards to implement this Objective.

Objective 3: People rely on the land use designations assigned to real property under the provisions of the City's *Comprehensive Plan* and on the zoning districts or classifications assigned to properties when deciding how to use property. The City of Webster's decision-making processes shall be reliable and predictable to promote sound, long-term investments in the community.

Policy 3.1: The City of Webster shall respect the right of people, including elected and appointed officials, citizens, and property owners, to fairly evaluate proposed decisions relating to real property.

Policy 3.2: The decision-making processes of the City shall ensure that public meetings and public hearings afford the right to participation by the public as a general matter and afford administrative due process with regard to matters that are decided in the course of quasi-judicial hearing processes and procedures.

Policy 3.3: The City's land development regulations shall provide for applicable processes, procedures and standards to implement this Objective.

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS.

The City Manager, or designee, is hereby authorized to implement the provisions of this Ordinance as deemed appropriate and warranted.

SECTION 4. SAVINGS PROVISION; RATIFICATION OF PRIOR ACTIONS.

The prior actions of the City Council and its agencies in enacting and causing amendments to the *Comprehensive Plan of the City of Webster*, as well as the

implementation thereof, are hereby ratified and affirmed.

SECTION 5. 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 6. CONFLICTS.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7. 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 adding a Property Rights Element.

SECTION 8. EFFECTIVE DATE.

The *Comprehensive Plan* amendment set forth herein shall not become effective, in accordance with Section 163.3184(3), *Florida Statutes*, until 31 days after the State land planning agency (Florida Department of Economic Opportunity) notifies the City that the *Comprehensive Plan* amendment package is complete. If timely challenged, the *Comprehensive Plan* amendment shall not become effective until the said State land planning agency or the Administration Council enters a final order determining the adopted amendment to be in compliance.

PASSED AND ENACTED this _____ day of _____, 2021.

CITY COUNCIL OF THE CITY OF
WEBSTER, FLORIDA

Bobby Yost
Mayor

ATTEST:

Approved as to form and Legality:

Deanna Naugler
City Manager

William L. Colbert
City Attorney



AGENDA - Revised
CITY OF WEBSTER
Regular Council Meeting
Webster City Hall, 85 E. Central Avenue
October 21, 2021 - 6:00 P.M.

I. CALL TO ORDER

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

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

II. APPROVAL OF MINUTES

Approval of Final Budget Hearing – September 16, 2021

M_____S_____ Roll Call Vote

Approval of Regular Council Meeting – September 16, 2021

M_____S_____ Roll Call Vote

III. CITIZEN FORUM

IV. CONSENT AGENDA

Approval of Waste Connections Contract Renewal for 2 Years – November 1, 2021 through October 31, 2023

Interlocal Agreement with Sumter County Board of County Commissioners for Gas Tax

M_____S_____ Roll Call Vote for Approval

VI. CORRESPONDENCE TO NOTE

HR/ Finance

Director of Public Works

Law Enforcement

VII. PUBLIC HEARINGS

First Reading of Ordinance 2021-08 – Amending City of Webster City Code – Implementing The Provisions of the Florida Local Government Development Agreement Act

M_____S_____ Roll Call Vote to Read by Title Only

M_____S_____ Roll Call Vote for Approval

Second Reading of Ordinance 2021-06 – Comprehensive Plan Amendment

M_____S_____ Roll Call Vote to Read by Title Only

M_____S_____ Roll Call Vote for Approval

V. NEW BUSINESS

Drainage Ditches – Mike Foote

M_____S_____ Roll Call Vote for Approval

Cleaning Services Proposals

M_____S_____ Roll Call Vote for Approval

Receipt Printers for City Hall

M_____S_____ Roll Call Vote for Approval

VIII. CITY ATTORNEY'S REPORT AND REQUESTS

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

X. STAFF REPORTS

Sheriff's Office Planning and Development Services City Manager

XI. ADJOURNMENT

M_____S_____ -Roll Call Vote.

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

ORDINANCE NO. 2021-08

AN ORDINANCE OF THE CITY OF WEBSTER, FLORIDA AMENDING THE *CITY OF WEBSTER CITY CODE*, AS PREVIOUSLY AMENDED, IMPLEMENTING THE PROVISIONS OF THE *FLORIDA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT*; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR A SAVINGS PROVISION AND RATIFICATION OF PRIOR ACTS OF THE CITY; PROVIDING FOR CONFLICTS; CODIFICATION AND DIRECTIONS TO THE CODE CODIFIER AND PROVIDING FOR THE IMPLEMENTATION OF THE STATUTORY STATE REVIEW PROCESS AND AN EFFECTIVE DATE.

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

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

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 recitals (whereas clauses) to this Ordinance as well as the City staff report and City Council agenda memorandum relating to this Ordinance as the legislative findings of the City Council.

(b). This Ordinance is internally consistent with the goals, objectives and policies of the *Comprehensive Plan of the City of Webster*.

(c). The City Council of the City of Webster hereby adopts legislative intent of the Florida Legislature in enacting Section 163.3220, *Florida Statutes*, through Section 163.3243, *Florida Statutes*, which are known as the "*Florida Local Government Development Agreement Act*." The Legislature found and declared that:

(1). The lack of certainty in the approval of development can result in a waste of economic and land resources, discourage sound capital improvement planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning.

(2). Assurance to a developer that upon receipt of his or her development permit or brownfield designation he or she may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, and reduces the economic costs of development.

(3) It is the intent of the City Council to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.

Development Agreement Content.

(a). Any development agreement approved under the provisions of this Ordinance shall contain, at a minimum, the following requirements:

(1). A legal description of the land subject to the development agreement and the identification of all persons having legal or equitable ownership therein.

(2). The duration of the development agreement, which duration shall not exceed ten years, but which may be extended by mutual consent of the City of Webster and the developer. Any request for an extension shall be subject to the public hearing process necessary for the initial approval of said development agreement.

(3). The development uses permitted on the land, including population densities, building intensities and building heights.

(4). All documents required to comply with criteria cited in the land development regulations applicable to the subject project.

(5). A description of the public facilities that will service the development, including designation of the entity that shall be providing such facilities. Additionally, if new facilities are needed to serve the project, the date by which such facilities will be constructed shall be provided. A schedule to ensure that public facilities shall be available concurrent with the impacts of the development shall also be provided. Such schedule, relating the provision of public facilities or services to

SECTION 2. STATUTORY DEVELOPMENT AGREEMENTS. New provisions of the *City Code of the City of Webster* are created and enacted to read as follows.

Authorization To Enter Into Agreements.

The City Council, in its sole and exclusive discretion, may enter into development agreements with the legal and equitable owners of real property within, or to be annexed to the City limits of the City of Webster, as is authorized in Section 163.3220, *Florida Statutes*, through Section 163.3243, *Florida Statutes*, which are known as the "*Florida Local Government Development Agreement Act*", as it may be amended from time-to-time.

Applicability.

A property owner desiring to enter into a development agreement with the City of Webster shall make a written request for such development agreement to the City Manager. Such written request shall identify the lands which will be subject to the development agreement and shall identify all legal and equitable owners having any interest in such property. Such ownership interest shall be certified by a title company or an attorney licensed to practice law in the State of Florida. In the event that any partnerships, joint ventures or other entities, other than individuals, own a legal or equitable interest in the subject property, all principals and other persons with interest in such partnerships or joint ventures shall be revealed. In the event that any corporation owns a legal or equitable interest in the subject property, the officers and directors and any shareholder owning more than 10% of the interest in the corporation shall be revealed.

events or thresholds in the development, may be substituted for the certain dates required hereunder.

(6). A description of any reservation or dedication of land for public purposes. The development agreement shall provide specifically how all impact fees and other funding requirements for the project are to be met.

(7). In the event that land is to be conveyed to the City of Webster in discharge of the obligation of any impact fee or other similar obligation, the development agreement shall provide that such conveyance will be by warranty deed and will be accompanied by an environmental audit and a title insurance policy which shall be in an amount not less than the assessed value of the land. The applicant shall bear the cost of these requirements.

(8). A description of all development permits approved or needed to be approved for the development of the land, which description shall specifically include, but not be limited to, the following:

(i). Any required Comprehensive Plan amendments or rezoning actions.

(ii). Any required submissions to or approvals from Sumter County; a regional planning council; State departments such as the Department of Economic Opportunity, the Department of Environmental Protection, the Department of Transportation or the

Department of Health; the United State Army Corps of Engineers; a water management district; the United States Environmental Protection Agency; or any other departments or agencies with competent jurisdiction over any aspect of the proposed development. Notwithstanding the foregoing, the City of Webster shall ensure that it complies with the provisions of Section 166.033, *Florida Statutes*.

(iii). In the event that development requirements are not satisfied, action in reliance on the development agreement or expenditures in pursuance of its terms, shall not vest any development rights in the applicant/property owner. Failure to perform as specified in the development agreement shall not constitute partial performance entitling the applicant or property owner to a continuation of the development agreement.

(9). A specific finding in the development agreement that the development permitted or proposed is consistent with the City of Webster's *Comprehensive Plan* and with the land development regulations of the City of Webster. However, if amendments are required to the *Comprehensive Plan* or land development regulations, such amendments shall be specifically identified in the development agreement, and the agreement shall be contingent upon those amendments being made and approved by the appropriate governmental agencies.

(10). A statement indicating that failure of the development agreement to address a particular permit, condition, term or restriction

shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions.

(b). The applicant may be required to provide a performance bond, letter of credit, or similar instrument, to be deposited with the City of Webster to secure the construction of any new facilities that are required to be constructed as part of the proposed development agreement. Alternatively, such construction may be a condition precedent to the issuance of any site development or building permits or other development permissions. In the event that the new public facilities are in place and operating at the time development permits are requested, no such performance bond or letter of credit shall be necessary unless such facilities are not adequate for the project.

(c). The City Council may provide for any conditions, terms, restrictions or other requirements determined to be reasonably necessary for the public health, safety or welfare of City of Webster residents and property owners.

(d). At the City Council's discretion, the development agreement may provide that the entire development, or any phase thereof, be commenced or completed within any specific period of time.

Approval Process.

(a). An applicant for approval of a development agreement shall submit all required materials as well as the fee established by the City Council to the City Manager. No application shall be deemed accepted unless it is complete.

(b). Upon receipt of a proposed development agreement, the City Manager shall forward the application to the City planning professionals which shall review the proposal and provide collective findings in writing to the City Manager respecting

approval, approval with conditions or modifications or denial. The applicant may modify the application based on the recommendation of the City's planning professionals prior to review by the City's land/local planning agency.

(c). Upon receipt of the written recommendation of the City's planning professionals and any modifications to the application submitted by the applicant, the City Manager shall refer the development agreement application to the City's land/local planning agency. The City's land/local planning agency shall hold a public hearing to review and recommend to the City Council on an application for a development agreement. The City's land/local planning agency shall provide to the City Council written findings on the consistency of the application with the City's *Comprehensive Plan* and the land development regulations and recommend any conditions, terms, restrictions or other requirements determined to be necessary for the public health, safety, or welfare of the citizens.

(d). The City Council shall hold a public hearing on an application for a development agreement and consider the recommendation of the City's land/local planning agency. If the proposed development agreement is approved or approved with conditions, the mayor shall indicate such approval by signing his/her name on the agreement.

Public Notice Requirements.

(a). Notice of intent to consider a development agreement shall be advertised approximately seven days before each public hearing in a newspaper of general circulation and readership in Sumter County.

SECTION 8. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon enactment.

PASSED AND ENACTED this _____ day of _____, 2021.

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

Bobby Yost
Mayor

ATTEST:

Approved as to form and Legality:

Deanna Naugler
City Manager

William L. Colbert
City Attorney

(b) If the local government finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of the development agreement, the agreement may be revoked or modified by the local government.

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS.

The City Manager, or designee, is hereby authorized to implement the provisions of this Ordinance as deemed appropriate and warranted.

SECTION 4. SAVINGS PROVISION; RATIFICATION OF PRIOR ACTIONS.

The prior actions of the City Council and its agencies regulation of development within the City of Webster, as well any and all matters relating thereto, are hereby ratified and affirmed.

SECTION 5. 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 6. CONFLICTS.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7. 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 Section 2 of this Ordinance shall become and be made a part of the codified version of the *Code of Ordinances of the City of Webster*, Florida, all that all other sections shall not be codified.

QUOTE

CLIENT

City of Webster
mbritt@websterfl.com
(the "Client")

CONTRACTOR

Retro Way LLC
(the "Contractor")

PROJECT OVERVIEW

The Client is seeking services for the following: To provide regular cleaning service for the City of Webster facilities located at 85 E. Central Ave, Webster FL 33597. This proposal outlines the Contractor's qualifications, services, and estimated costs for completing the proposed project.

EXPERIENCE AND QUALIFICATIONS

The team has 10 years combined experience in providing cleaning services. Each of our team members take pride in their work and will provide a high level of quality service.

YOUR INVESTMENT

The Contractor proposes a fixed price of \$2,000.00 to complete the work.

TERMS

The pricing in this proposal is valid for 60 days.

This proposal excludes all costs related to the purchasing of paper towels, bathroom tissue, and hand soap. The Client will pay all costs associated with the above, over and above the price quoted in this proposal.

This proposal is provided in confidence for the sole purpose of exploring business opportunities and may not be disclosed to any third parties.

NEXT STEPS

To discuss your project further and formalize this agreement, please reach out at:

Retro Way LLC

- (352) 234-8410

-
- E_cleaningsolutions@yahoo.com

(b). Notice of intent to hear a development agreement shall also be mailed to all affected property owners within 200 feet of the subject property before the first public hearing.

(c). The day, time and place at which the second public hearing will be held shall be announced at the first public hearing.

(d). The notice shall specify the location of the land subject to the development agreement, the development uses proposed on the property, the proposed population densities, and the proposed building intensities and height and shall specify a place where a copy of the proposed agreement can be obtained.

Duration Of Development Agreement.

(a). The duration of a development agreement may not exceed 30 years, unless it is extended by mutual consent of the City Council and the developer, subject to a public hearing in accordance with all controlling legal requirements.

(b). No development agreement shall be effective or be implemented by the City of Webster unless the City's *Comprehensive Plan*, in totality, is in compliance with controlling State law.

Recording Of Development Agreement; Effective Date Of Agreement.

(a). Within 14 days after the City of Webster enters into a development agreement, the City Manager shall record the agreement with the clerk of the circuit court of Sumter County. The City Manager shall submit a copy of the development agreement to the Florida Department of Economic Opportunity within 14 days of the recording of the agreement.

(b). A development agreement shall become effective only after it is recorded in the Public Records/Official Records (Land Records) of Sumter County.

(c). The burdens of the development agreement shall be binding upon, and the benefits of the agreements shall inure to, all successors in interest to the parties of the agreement.

Amendment Or Cancellation Of Development Agreement.

(a). A development agreement may be amended or canceled by mutual consent of the parties to the agreement or by their successors in interest. A party or its designated successor in interest to a development agreement and a local government may amend or cancel a development agreement without securing the consent of other parcel owners whose property was originally subject to the development agreement, unless the amendment or cancellation directly modifies the allowable uses or entitlements of such owners' property.

(b). If State or Federal laws are enacted after the execution of a development agreement which are applicable to and preclude the parties' compliance with the terms of a development agreement, such agreement shall be modified or revoked as is necessary to comply with the relevant State or Federal laws.

Periodic Review Of Development Agreement.

(a). The City of Webster shall review land subject to a development agreement at least once every 12 months to determine if there has been demonstrated good faith compliance with the terms of the development agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CoverWallet 100 Ave. of the Americas, Floor 16 New York NY 10013		CONTACT NAME: Daria Zinovieva PHONE (A/C, No, Ext): (646) 783-9044 E-MAIL ADDRESS: daria.zinovieva@coverwalle.com FAX (A/C, No):	
INSURED Florida S.R.O. 614 E HWY 50 STE #270 Clermont FL 34711		INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Company INSURER B: AmGUARD Insurance Company INSURER C: INSURER D: NorGUARD Insurance Company INSURER E: Ohio Security Insurance Company INSURER F:	
		NAIC # 24082 31470	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:** 216.0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	Y	Y	BLS58173189	07-25-2021	07-25-2022	EACH OCCURRENCE \$ 3,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY		N	SIAU811511	07-31-2021	07-31-2022	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$ 0
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$ 0
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$ 0
	SCHEDULED AUTOS NON-OWNED AUTOS		\$				
C	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SIWC826772	12-12-2020	12-12-2021	x PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1000000.00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 3,000,000
							E.L. DISEASE - POLICY LIMIT \$ 3,000,000
E	OTHER Errors & Omissions			14MG15A12242	04-27-2021	04-27-2022	Limit Per Claim - \$2,000,000 / Annual Agg - \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured

CERTIFICATE HOLDER**CANCELLATION**

Sarasota County Agricultural Fair Assoc. INC
3000 Ringling Blvd
Sarasota, FL 34237

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CLEANING SERVICE BID PROPOSAL

Proposal #:		Date:	10/08/2021
Name:	FLORIDA SRO	Webster City Hall	
	614 E HWY 50 STE #270	49 SE 1st St	
	CLERMONT, FL 34711	Webster, FL 33597	
Phone:	305-726-5119	Phone(352) 793-2073	
Fax/Email:	info@florida-sro.com	Email:bkane@websterfl.com	
Prepared By:	Eric Aristi	Contact Name: BARBARA KANE	

We hereby submit estimates for the following Cleaning Services of **the** City Hall, located at **49 SE 1st St Webster, FL 33597. The size of this office is 3,900 ft.**

The Services we will provide are as follows:

	Service Description	Amount Payable (Daily/Weekly/Monthly)
1	Empty all trash and put out for pick-up	Weekly
2	Vacuum all areas, spot clean carpet, as needed	Weekly
3	Maintain bathrooms by cleaning sinks, mirrors, walls and floors. Keep supplied with paper towels, toilet paper and soap.	Weekly
4	Dust all furniture and table surfaces, including computer screens. (Book shelves and under counters in circulation area on a rotating schedule)	Weekly
5	Clean Entry Windows	Weekly
6	Clean Kitchen –sinks, countertops, appliances and floors	Weekly
		Weekly Total: 220.00

Terms and Conditions

- Cleaning supplies provided to perform this service by the City of Webster: Toilet bowl cleaner/brushes and carpet vacuum/bags. All other supplies are provide by the service.
- The terms of this Agreement will take place: 1 times Per Week.
- Total costs of this service will be 220.00 invoiced monthly.
- In the event this proposal proves unsatisfactory by either party, it may be terminated by a 60 day written notice by either party.

Quoted By: Name FLORIDA SRO INC

Signature 

Acceptance of Proposal: The above prices and specifications are satisfactory and are hereby accepted. You are authorized to do the work as described above in a timely and professional manner. Payment will be made as described above.

Signature of Acceptance

Date



COMMERCIAL BUILDING CLEANING SERVICES BID PROPOSAL

Proposal #: 003	Date: 10/05/2021
Young's Cleaning & Notary Signing Agent Services, LLC	City of Webster
PO Box 6400023	85 E. Central Avenue
Beverly Hills, FL 34465	Webster, FL 33597
Phone: (352) 586-2068	Phone: (352) 793-2073
Fax / Email: Kyoungcleaning@gmail.com	Fax / Email: 352-793-8006
Prepared By: Kourtney Young, Founder and CEO	Contact Name: Deanna Naugler

Young's Cleaning & Notary Signing Agent Services, LLC hereby submits this bid for the cleaning of the three commercial buildings associated with the aforementioned address.

No	Service Description	Amount Payable (Weekly / Monthly)
1.	Cleaning services shall be completed by two professional cleaners to include routine and general cleaning – offices, kitchen areas, restrooms, interior windows, doors, and floors.	
2.	Priority disinfecting will be provided to high-touch surface areas to prevent the spread of infection, i.e., influenza, COVID-19, etc.	
3.	Cleaning City Hall and Maintenance.	\$700/ \$3031
4.	Cleaning for Community Hall.	\$150 - As scheduled

TERMS AND CONDITIONS:

1. Cleaning supplies to perform this service will be supplied by: **Young's Cleaning & Notary Signing Agent Services, LLC**
2. The terms of this Agreement will start on _____ Once Per **Week**
3. Total costs of service will be payable on ____/____/____
4. Date of service will be _____
5. This Agreement will expire on _____
6. **In the event this proposal proves unsatisfactory by either party. This service agreement may be terminated by a 30-day written notice by either party.**

Quoted By: _____ [Name & Signature]

Acceptance of Proposal- The above prices and specifications are satisfactory and are hereby accepted. You are authorized to do work as described above to do the work in a timely and professional manner. Payment will be made on the date described above.

Signature of Acceptance

Date

08/09/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PAYCHEX INSURANCE AGENCY INC/PHS 76210703 150 SAWGRASS DRIVE ROCHESTER NY 14620		CONTACT NAME:		
		PHONE (877) 287-1312	FAX (888) 443-6112	
		(A/C, No, Ext):		
		E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE		NAIC#
INSURED Belle Rose Services Inc 15016 TIMBER VILLAGE RD GROVELAND FL 34736-9681		INSURER A : Hartford Underwriters Insurance Company		30104
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			76 SBU AM8UPF	08/10/2021	08/10/2022	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input checked="" type="checkbox"/> General Liability						MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000
	POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB						EACH OCCURRENCE	
	EXCESS LIAB						AGGREGATE	
	DED							
	RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	Employment Practices Liability Insurance			76 SBU AM8UPF	08/10/2021	08/10/2022	Each Claim Limit	\$25,000
							Annual Aggregate Limit	\$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Business Liability Coverage Part includes a Blanket Additional Insured By Contract Endorsement, Form SL 30 32.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

**Bid for City of Webster Cleaning of City Hall, Community Center and
Public Works Buildings
Submitted 10/07/21**

History of our staff: Shelly Rose Barnett, Vice President of Belle Rose Services, Inc. has been cleaning professionally for over 10 years. Shelly has long term clients, including myself, she has been cleaning for. Feel free to contact any of her current clients.

**Current clients: Gayle Beck, (352) 429-5353
Christina Williams, (407) 963-2023
Robbins Williams, (407) 963-5530
Lisa Douglas, (352) 636-0265**

Services to be included:

- Clean all accessible interior windows and interior doors.
- Empty all trash cans and replace with new trash can liners.
- Sweep/ vacuum/ mop/ steam clean all accessible floor spaces.
- Clean and wipe all accessible counter spaces, desk spaces (upon request) and walls.
- Clean and disinfect all kitchen areas, including refrigerators, microwaves, stoves (if available).
- Clean and disinfect all bathrooms.
- Any additional cleaning request by The City on a case by case basis.

All cleaning supplies will be furnished by Belle Rose Services, Inc. We proudly use Mrs. Meyers products as the products work very well and are allergy friendly. If other cleaning products are preferred by The City, please let us know and we will do our best to accommodate your needs.

Additional supplies, such as toilet paper, paper towels, hand soap, etc. can be supplied by the City or Belle Rose Services, Inc. at cost plus 20%.

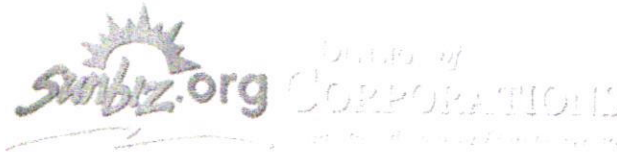
Rates: \$78.00 per hour for two people cleaning with a minimum of 3 hours.
\$108.00 per hour for three people cleaning with a minimum of 3 hours.

We recommend weekly cleaning of all three buildings. Biweekly or monthly choices are available as well.

We recommend cleaning all facilities mentioned after business hours. Or anytime between the hours of 9:00 am to 9:00 pm. The City may pick the day(s) set for cleaning. If The City requests additional days between the recommended cleaning, we will be happy to accommodate The City's request. We recommend a 1 year contract for our cleaning services.

Attached is a copy of Belle Rose Services, Inc. Certificate of Insurance and Division Of Corporations proof of business. If you require further documentation, feel free to contact me and I'll be happy to provide the information. Feel free to contact me with any questions or concerns you may have. My contact information is Lisa Douglas, (cell) (352)636-0265 or email at fla.southernbelle@yahoo.com. Thank you for your time and consideration.

Lisa Douglas,
Owner & President
Belle Rose Services, Inc.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
BELLE ROSE SERVICES, INC.

Filing Information

Document Number	P21000065634
FE/EIN Number	87-1798460
Date Filed	07/19/2021
Effective Date	07/18/2021
State	FL
Status	ACTIVE

Principal Address

15016 TIMBER VILLAGE RD.
GROVELAND, FL 34736 UN

Mailing Address

15016 TIMBER VILLAGE RD.
GROVELAND, FL 34736 UN

Registered Agent Name & Address

DOUGLAS, LISA B
15016 TIMBER VILLAGE RD
GROVELAND, FL 34736

Officer/Director Detail

Name & Address

Title P

DOUGLAS, LISA B
15016 TIMBER VILLAGE RD
GROVELAND, FL 34736

Title VP

BARNETT, SHELLY R
15016 TIMBER VILLAGE RD
GROVELAND, FL 34736

Title SEC

JONES, CHELSEA J

CLEANING SERVICE BID PROPOSAL

Proposal #:		Date:	10/08/2021
Name:	FLORIDA SRO	Webster City Hall	
	614 E HWY 50 STE #270	49 SE 1st St	
	CLERMONT, FL 34711	Webster, FL 33597	
Phone:	305-726-5119	Phone(352) 793-2073	
Fax/Email:	info@florida-sro.com	Email:bkane@websterfl.com	
Prepared By:	Eric Aristi	Contact Name: BARBARA KANE	

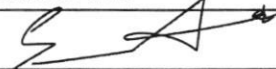
We hereby submit estimates for the following Cleaning Services of **the** Public Work, located at **85 E Central Ave Webster, FL 33597. The size of this office is 1,200 ft.**

The Services we will provide are as follows:

	Service Description	Amount Payable (Daily/Weekly/Monthly)
1	Empty all trash and put out for pick-up	Bi Weekly
2	Vacuum all areas, spot clean carpet, as needed	Bi Weekly
3	Maintain bathrooms by cleaning sinks, mirrors, walls and floors. Keep supplied with paper towels, toilet paper and soap.	Bi Weekly
4	Dust all furniture and table surfaces, including computer screens. (Book shelves and under counters in circulation area on a rotating schedule)	Bi Weekly
5	Clean Entry Windows	Bi Weekly
6	Clean Kitchen –sinks, countertops, appliances and floors	Bi Weekly
		Weekly Total: 250.00

Terms and Conditions

- Cleaning supplies provided to perform this service by the City of Webster: Toilet bowl cleaner/brushes and carpet vacuum/bags. All other supplies are provide by the service.
- The terms of this Agreement will take place: 1 times Biweekly.
- Total costs of this service will be 250.00 invoiced monthly.
- In the event this proposal proves unsatisfactory by either party, it may be terminated by a 60 day written notice by either party.

Quoted By: Name FLORIDA SRO INC
 Signature 

Acceptance of Proposal: The above prices and specifications are satisfactory and are hereby accepted. You are authorized to do the work as described above in a timely and professional manner. Payment will be made as described above.

Signature of Acceptance

Date

CLEANING SERVICE BID PROPOSAL

Proposal #:		Date:	10/08/2021
Name:	FLORIDA SRO	Webster City Hall	
	614 E HWY 50 STE #270	49 SE 1st St	
	CLERMONT, FL 34711	Webster, FL 33597	
Phone:	305-726-5119	Phone(352) 793-2073	
Fax/Email:	info@florida-sro.com	Email:bkane@websterfl.com	
Prepared By:	Eric Aristi	Contact Name: BARBARA KANE	

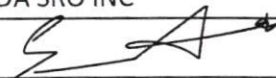
We hereby submit estimates for the following Cleaning Services of **the** Public Work, located at **85 E Central Ave Webster, FL 33597. The size of this office is 2,100 ft.**

The Services we will provide are as follows:

	Service Description	Amount Payable (Daily/Weekly/Monthly)
1	Empty all trash and put out for pick-up	Monthly
2	Vacuum all areas, spot clean carpet, as needed	Monthly
3	Maintain bathrooms by cleaning sinks, mirrors, walls and floors. Keep supplied with paper towels, toilet paper and soap.	Monthly
4	Dust all furniture and table surfaces, including computer screens. (Book shelves and under counters in circulation area on a rotating schedule)	Monthly
5	Clean Entry Windows	Monthly
6	Clean Kitchen –sinks, countertops, appliances and floors	Monthly
		Weekly Total: 250.00 Per Cleaning

Terms and Conditions

- Cleaning supplies provided to perform this service by the City of Webster: Toilet bowl cleaner/brushes and carpet vacuum/bags. All other supplies are provide by the service.
- The terms of this Agreement will take place: 1 times Biweekly.
- Total costs of this service will be 250.00 invoiced monthly Per Cleanning.
- In the event this proposal proves unsatisfactory by either party, it may be terminated by a 60 day written notice by either party.

Quoted By: Name FLORIDA SRO INC
 Signature 

Acceptance of Proposal: The above prices and specifications are satisfactory and are hereby accepted. You are authorized to do the work as described above in a timely and professional manner. Payment will be made as described above.

Signature of Acceptance

Date

Indicate Date services Start: _____

Indicate Preferred day (2) days to be cleaned:

_____ Preferred time: _____

Service Provider:

3rd Cleaning Services LLC Representative

Johnroach211@gmail.com

Signature

Date: _____

Proposal

Janitorial Proposal

This proposal for janitorial services provided by 3rd Cleaning Services LLC for The City of Webster Florida located at: 49 SE 1st St, Webster, fl

Description of Services. Beginning on / / , 3rd Cleaning Services LLC will provide to City Of Webster Florida the following janitorial services:

3rd Cleaning Services LLC shall perform task below Bi- weekly (2 days out the month)

- a) Vacuum all carpets and rugs, and spot clean as needed
- b) Empty all waste containers inside
- c) Clean and disinfect all restrooms

And once a month

- a) Mop floors
- b) Dust

If additional services or extra days are needed due to an event etc. that will be and additional charge of \$100 per extra day. (This can be discussed before final proposal)

Materials and Supplies: 3rd Cleaning Services LLC shall furnish all materials and equipment necessary to perform the services described in this contract with the exception of hand soap, towels, toilet tissue, seat covers, and any other consumables which are to be supplied by The City Of Webster Florida, who shall maintain an adequate supply of these supplies in the janitorial room of the building.

Payment. Payments shall be made to 3rd Cleaning Services LLC. By the 5th of every month if this contract is accepted. The City Of Webster Florida agrees to pay the sum of \$1350.00 per month.

Term. This contract may be terminated by either party upon 30 days prior written notice to the other party.

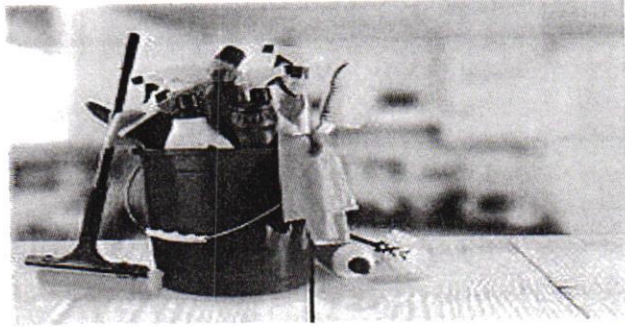
If this proposal is accepted 3rd Cleaning Services LLC, will clean the building on -
_____ and _____ whichever is suitable for The Webster of Florida.

If this proposal is accepted please sign below:

Signature

Date:

Print Name and Job title



We at Blue Night Janitorial LLC are pleased to submit the enclosed Janitorial services proposal for The City of Webster. City Hall 85 E. Central Ave. Webster, FL 33597. We thoroughly understand the service needs, Janitorial services, to include vacuum, sweep, and scrub floors, sanitize surfaces, and upon request for a fee restock items, such as toilet paper, paper towels, and other supplies. We believe this proposal meet the requirements of a quality-oriented, cost-effective janitorial services program that will meet the scope of work. We strive to exceed expectations through our dedicated personnel, innovation, and a commitment to customer satisfaction. Blue Night Janitorial have extensive experience in serving Janitorial needs. Our entire organization stands behind this proposal and all the commitments made to The City of Webster. We at Blue Night Janitorial look forward to the opportunity of working with you.

Sincerely

Tamesha L Reed

Director

**BLUE NIGHT JANITORIAL
SERVICES, LLC**

PROFILE

**BLUE NIGHT JANITORIAL
SERVICES, LLC**


INSURANCE & TAX RECEIPT

**BLUE NIGHT JANITORIAL
SERVICES, LLC**

**TAB 3
PROOF OF INSURABILITY**

**BLUE NIGHT JANITORIAL
SERVICES, LLC**

**SCOPE OF SERVICES
AND FEE**

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/30/2020		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER ISU Jallad Insurance Services 100 E Sybella Ave. Suite #375 Maitland FL 32751		CONTACT NAME: Laura A. Camacho PHONE (A/C No. Ext.): (407) 644-4423 FAX (A/C No.): (407) 628-1671 E-MAIL ADDRESS: CL@jalladinsurance.com				
INSURED BLUE NIGHT JANITORIAL SERVICES LLC 281 Hightbrooke Blvd. Ocoee FL 34761		INSURER(S) AFFORDING COVERAGE INSURER A: FRANK WINSTON CRUM INSURANCE INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 11600		
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR. NO.	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		FGFL0022434200	12/30/2020	12/30/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED. <input type="checkbox"/> RETENTION \$					COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE <input type="checkbox"/> OTH. \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
ImageOne Janitorial Services, Inc. is included as an additional insured with respects to the General Liability policy as required by written contract.						
CERTIFICATE HOLDER			CANCELLATION			
ImageOne Janitorial Services, Inc. 658 Douglas Ave. #1110 Altamonte Springs FL 32714			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  A129777			

ACORD 25 (2016/03)

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**BLUE NIGHT JANITORIAL
SERVICES, LLC**

PROPOSAL



Blue Night Janitorial LLC approach and process to maintain the church Facility to be clean, hygienic, orderly, and attractive. The effects of poor cleaning can easily contribute to increased complaints, the diminished appearance of the Facilities and the increased potential for accidents. Alternatively, a clean, secured, and well-maintained church helps attract Families. while enhancing the working environment for faculty and staff. High turnover of cleaning staff negatively affects faculty and staff. It can create fluctuations in cleaning quality and a reduced sense of building security. Blue Night Janitorial understands the importance of maintaining a stable cleaning staff and we have several processes and programs in place to screen, select, train, and retain employees. Our Selection Process ensures quality employees who meet your requirements are placed at the Church. Employees will undergo background checks and fingerprinting in accordance with your requirements and wear uniforms to be easily recognizable at the church. In addition, we retain our employees through a comprehensive benefits program, providing training and encouraging professional growth. Your Time Spent on Service Issues We understand the importance of providing quality services within a reasonable budget with church funds. We designed a customized program for that combines the scope of service, costs and expectations into one integrated plan. We'll stay on top through consistent communication, tracking, reporting. Keeping Costs Down and to balance this budget with your level of expectation is our Priority. Blue Night Janitorial has created a customized facility services program per the scope of service.

- Remove marks, stains and spillage from doors, door glass, door frames, elevators, elevator walls, furniture, trim, walls, door frames, door moldings, ringdown phones, stainless steel surfaces, telephones, partitions, glass, light switches, light fixtures, and woodwork.
- Dust with oil-treated cloth or mop low ledges, windowsills, non-fabric part of chairs, tables, cabinets, desktops, window openings, counters file cabinets, moldings and other horizontal surfaces that are accessible without the use of a ladder.
- Wipe down plastic, chrome, or vinyl furniture. Damp wipe, with soap or cleaning solution, non-fabric seating and tables. Sanitize toilets, toilet seats and urinals.
- Wipe toilet partitions and tile walls using disinfectant.
- Clean drains in walk-in shower and individual shower stalls.
- Sanitize shower floors and walls.
- Sanitize floor mats and clean underneath the mat as needed.
- Machine scrub with disinfectant, restroom, and shower tile floors.
- Wash out and disinfect trash containers, as needed, both inside and outside

The Staff will Report immediately any damages or concerns to the Supervisor

Schedule

Public Works

\$ 37.50 per service visit. 1x per week \$150 per month

City Hall

\$ 50.00 per service visit. 1x per week \$200 per month

Community Building

\$ 50.00 per service visit. 1x per week \$200 per month

SCOPE OF WORK & FEE SCHEDULE

BLUE NIGHT Janitorial Staff will consist of 4 Employees that will be Neatly uniformed in Company Attire with a Professional Appearance. The Staff will be Physically and mentally able to conduct the required services as well as speak English.

The Staff is currently trained in the appropriate cleaning and janitorial methods and techniques to maintain the church facility properly and satisfactorily during the scheduled time.

There will be (2) staff members at a time at the facility to complete the services

SCOPE OF SERVICES

The Services described below are to be provided to all areas within the Facilities unless otherwise specified, including coffee and break areas, exercise and fitness areas, reception areas, lounges and lobbies, corridors, libraries, office kitchenettes, elevators, stairways, landings, emergency tunnels, offices, work stations, project rooms, conference rooms, dining areas, locker rooms, temporary trailers occupied by CITY employees and shower areas.

WEEKLY

- Clean workplace and furniture surfaces. Schedules may be revised as needed to meet the desired standards of performance. Surface cleaning includes the following activities
 - Surface cleaning and dust removal
 - Cleaning sanitary surfaces
 - Polishing reflective surfaces
 - Vacuuming and sweeping • Mopping, waxing, resealing, and buffing

Surface cleaning and dust removal includes the following:

Detail by Entity Name

Florida Limited Liability Company
BLUE NIGHT JANITORIAL SERVICES L.L.C

Filing Information

Document Number L15000173486
FEI/EIN Number 47-5323977
Date Filed 10/12/2015
Effective Date 10/12/2015
State FL
Status ACTIVE

Principal Address

281 Highbrooke Blvd
Ocoee, FL 34761

Changed: 09/28/2018

Mailing Address

281 Highbrooke Blvd
Ocoee, FL 34761

Changed: 09/28/2018

Registered Agent Name & Address

Reed , Danasia Lashay
281 Highbrooke Blvd
Ocoee, FL 34761

Name Changed: 04/16/2021

Address Changed: 09/28/2018

Authorized Person(s) Detail**Name & Address**

Title Owner

Robinson, TAMESHA L
281 Highbrooke Blvd
Ocoee, FL 34761

Annual Reports

Report Year	Filed Date
2019	03/21/2019
2020	05/12/2020
2021	04/16/2021



Barbara Kane <bkane@websterfl.com>

Proof of liability insurance proof of license Blue night janitorial services LLC.

1 message

Tamesha Reed <mckenzie8333@icloud.com>
To: bkane@websterfl.com

Thu, Oct 7, 2021 at 10:38 AM

Sent from my iPhone

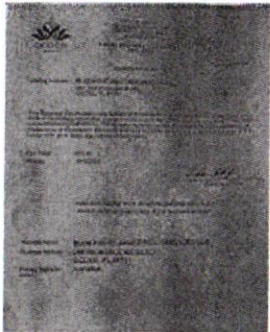
3 attachments

IMG_0536.jpg
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235K

IMG_0536.jpg
380K

IMG_0534.JPG
235K



IMG_0533.jpg
1430K



CITY OF OCOEE
150 N LAKESHORE DR
OCOEEE FL 34761-2223
(407)905-3104

LOCAL BUSINESS TAX RECEIPT
2021-2022

Receipt # 16104

CLEANING SERVICE

Mailing Address: BLUE NIGHT JANITORIAL SERVICES LLC
281 HIGHBROOKE BLVD
OCOEEE, FL 34761

This Business Tax Receipt does not permit the holder to operate in violation of any City Law, Ordinance or Regulation. Any change in locations or ownership must be approved by the City, subject to zoning restrictions. This Receipt does not constitute an endorsement, approval, or disapproval of the holder's skill or competence or of the compliance or non-compliance of the holder with other laws, regulations, or standards.

Fee Paid: \$78.15

Issued: 10/1/2021

B. Alan Hall Jr.

Building Official

Valid October 1st 2021 through September 30th 2022
Post in a conspicuous place at the business location

Business Name:

BLUE NIGHT JANITORIAL SERVICES LLC

Business Address:

**281 HIGHBROOKE BLVD
OCOEEE, FL 34761**

Primary Business

JANITORIAL



Dust Above Cleaning llc2971 County road 756
Webster, FL 33597*Cleaning Proposal*

City Of Webster/ City Hall/ Public works

For

(six month) OR (twelve month) agreement

85 E Central Avenue Webster, FL 33597

Location

?

850-321-0342

Contact / Phone

SERVICES REQUIRED		FREQUENCY				SERVICES REQUIRED		FREQUENCY			
AREA / ITEMS	WORK DESCRIPTION	DAILY	WEEKLY	MONTHLY	OTHER	AREA / ITEMS	WORK DESCRIPTION	DAILY	WEEKLY	MONTHLY	OTHER
RESTROOMS						DOORS · WALLS					
Toilets · Sinks · Urinals	Clean · Sanitize · Polish	✓				Toilets · Sinks · Urinals	Clean	✓			
Trash Containers	Empty · Line · Clean · Sanitize	✓				Interior Glass	Clean	✓			
Dispensers: Soap, Towel, Tissue	Fill · Clean · Sanitize	✓				Ledges · Windowsills	Dust		✓		
Glass · Mirrors · Chrome Hardware	Clean · Polish	✓				Doors · Frames · Walls	Spot Clean	✓			
Floors	Sweep · Damp Mop · Sanitize	✓				Baseboards	Dust	✓		✓	
Partitions · Doors	Dust · Damp Mop · Spot Clean	✓				Other					
Walls by Sinks / Urinals	Damp Wipe	✓				MISCELLANEOUS					
Floor Drains	Seal · Clean	✓				Waste Cans	Empty	✓			
Other						Ash Trays · Urns	Empty · Damp Wipe	✓			
FLOORS						Vending Machines	Damp Wipe	✓			
Resilient	Sweep	✓				Lights	Replace · Dust	✓		✓	
Resilient	Mop	✓				Chairs · Clocks · Pictures	Dust · Damp Wipe	✓		✓	
Resilient	Wax			✓	✓	Vents · Louvers · Fans · Blinds	Clean · Vacuum	✓		✓	
Resilient	Buff			✓	✓	Upholstered Furniture · Drapes	Vacuum · Shampoo	✓		✓	
Cement · Terrazzo · Tile · Other	Sweep · Mop	✓				Mats	Vacuum · Pick up / turn	✓			
Rugs · Carpets	Vacuum · Shampoo	✓		✓		Drinking Fountains	Clean · Polish · Sanitize	✓			
Other						Kickplates · Thresholds	Clean · Polish	✓			
EXTERIOR						Light Switches · Door Handles	Clean · Polish	✓			
Entrance		✓				Desks · Tables · Phones	Dust · Damp Wipe · Sanitize	✓			
Paper · Debris		✓				Janitor's Storage Areas	Clean · Organize · Restock	✓			
Sidewalks		✓				Other					
Parking Lots		✓									
Other											

Special Instructions

We will provide soap, paper products, fragrance, and Professional Cleaning Services with a smile!

(Buffering and waxing floors will be a separate charge)

Terms and Conditions

1. Cleaning supplies to perform these services will be supplied by:

Dust Above Cleaning llc

4. Date services begin: _____

2. In the event that this Agreement becomes unsatisfactory, it may be terminated by a 30-day written notice by either party.

5. This offer or agreement expires on: _____

3. Total cost of services will be \$ 440.00 per _____ month.

Quoted By: Deon Alexander on 09/09/21

Acceptance of Proposal

Authorized Signature: _____

Date: _____