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violators who remove this agenda could be prosecuted.



AGENDA
CITY OF WEBSTER

Regular Council Meeting
Webster City Hall, 85 E. Central Avenue
June 20, 2024 - 6:00 P.M.

I. CALL TO ORDER

Pledge of Allegiance, Invocation
Roll Call and Determination of Quorum

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

II. APPROVAL OF MINUTES

Regular Council Meeting – May 16, 2024

M _____ S _____ Roll Call Vote for Approval

III. CONSENT AGENDA

Appointment to Council Seat 3

M _____ S _____ Roll Call Vote for Approval

Resolution 2024-02-Interlocal Agreement with the City of Center Hill

M _____ S _____ Roll Call Vote for Approval

Resolution 2024-03-Interlocal Agreement with the City of Bushnell

M _____ S _____ Roll Call Vote for Approval

IV. CITIZENS FORUM

V. CORRESPONDENCE TO NOTE

Law Enforcement Code Compliance Update City Newsletter Report

VI. PUBLIC HEARINGS

Second Reading of Ordinance 2024-12 Flood Plain Amendment

M _____ S _____ Roll Call Vote

M _____ S _____ Roll Call Vote for Approval

Second Reading of Ordinance 2024-13 Amend Plan Development-Parcel ID N24-054, N24-099, N24-038-Armstrong Air & Heating, Beville's Corner

M _____ S _____ Roll Call Vote

M _____ S _____ Roll Call Vote for Approval

Second Reading of Ordinance 2024-14 Annexation-Parcel ID T07-106-Godfrey

M _____ S _____ Roll Call Vote

M _____ S _____ Roll Call Vote for Approval

Second Reading of Ordinance 2024-15 Comp Plan Amendment-Parcel ID T07-106-Godfrey

M _____ S _____ Roll Call Vote

M _____ S _____ Roll Call Vote for Approval

Second Reading of Ordinance 2024-16 Rezoning-Parcel ID T07-106-Godfrey

M _____ S _____ Roll Call Vote

M _____ S _____ Roll Call Vote for Approval

Second Reading of Ordinance 2024-18-Joint Planning Area Modification

M _____ S _____ Roll Call Vote

M _____ S _____ Roll Call Vote for Approval

Second Reading of Ordinance 2024-19-Market Business License

M _____ S _____ Roll Call Vote

M _____ S _____ Roll Call Vote for Approval

VII. NEW BUSINESS

Big Brothers/Big Sisters

Contract with Kenny Williams for Water Plant Operator Services

M _____ S _____ Roll Call Vote for Approval

Joel Perea and David Vega-Containers

VIII. CITY ATTORNEY'S REPORT AND REQUESTS

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

X. STAFF REPORTS

Sheriff's Office

Planning and Development Services

City Manager

XI. ADJOURNMENT

M _____ S _____ -Roll Call Vote.

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



MINUTES
CITY OF WEBSTER

City Hall, 85 E Central Avenue
May 16, 2024
Council Meeting
6:00 P.M.

I. CALL TO ORDER

Pledge of Allegiance and Invocation.

Mayor Pro-Tem Dorsey called the council meeting to order at 6:02p.m. Present were Councilmember Cherry, Councilmember Malott, and Mayor Pro-Tem Dorsey. Councilmember Laflamme and Mayor Vigoa were absent.

We have a quorum.

II. APPROVAL OF THE MINUTES

Councilmember Cherry made a motion for approval of the minutes for April 18, 2024, seconded by Councilmember Malott.

Vote was as follows:

Councilmember Cherry-Yes
Councilmember Malott-Yes
Mayor Pro-Tem Dorsey-Yes
Motion passed 3-0

III. CONSENT AGENDA

Mayor Pro-Tem Dorsey presented 5 Year Service Pins to City Manager Deanna Naugler and City Clerk Amy Flood.

Councilmember Malott made a motion for approval for renewal of Accounting Services Agreement-Brynjulfson CPA, seconded by Councilmember Cherry.

Vote was as follows:

Councilmember Cherry-Yes
Councilmember Malott-Yes
Mayor Pro-Tem Dorsey-Yes
Motion passed 3-0

Councilmember Cherry made a motion for approval for renewal of Bank Reconciliation Services Agreement- Brynjulfson CPA, seconded by Councilmember Malott.

Vote was as follows:

Councilmember Cherry-Yes

Councilmember Malott-Yes

Mayor Pro-Tem Dorsey-Yes

Motion passed 3-0

IV. CITIZENS FORUM

V. CORRESPONDENCE TO NOTE

Mayor Pro-Tem Dorsey thanked Lt. Cassidy and the Sumter County Sheriffs Department for their presence around Sumter Middle School.

VI. PUBLIC HEARINGS

The first reading of Ordinance 2024-12- Flood Plain Amendment. Councilmember Malott motioned to read by title only, seconded by Councilmember Cherry.

Vote was as follows:

Councilmember Cherry-Yes

Councilmember Malott-Yes

Mayor Pro-Tem Dorsey-Yes

Motion passed 3-0

City Clerk Amy Flood read the ordinance by title only.

Councilmember Cherry made a motion to approve Ordinance 2024-12, seconded by Councilmember Malott.

County Planner Jennifer Bryla apprised the council about Ordinance 2024-12.

Vote was as follows:

Councilmember Cherry-Yes

Councilmember Malott-Yes

Mayor Pro-Tem Dorsey-Yes

Motion passed 3-0

The first reading of Ordinance 2024-13- Amend Plan Development-Parcel ID N24-054, N24-099, N24-038- Armstrong Air & Heating, Beville's Corner. Councilmember Malott motioned to read by title only, seconded by Councilmember Cherry.

Vote was as follows:

Councilmember Cherry-Yes

Councilmember Malott-Yes

Mayor Pro-Tem Dorsey-Yes

Motion passed 3-0

City Clerk Amy Flood read the ordinance by title only.

Councilmember Cherry made a motion to approve Ordinance 2024-13, seconded by Councilmember Malott.

County Planner Jennifer Bryla apprised the council about Ordinance 2024-13.

Vote was as follows:

Councilmember Cherry-Yes

Councilmember Malott-No

Mayor Pro-Tem Dorsey-Yes

Motion passed 2-1

The first reading of Ordinance 2024-14- Annexation-Parcel ID T07-106-Godfrey. Councilmember Malott motioned to read by title only, seconded by Councilmember Cherry.

Vote was as follows:

Councilmember Cherry-Yes

Councilmember Malott-Yes

Mayor Pro-Tem Dorsey-Yes

Motion passed 3-0

City Clerk Amy Flood read the ordinance by title only.

Councilmember Cherry made a motion to approve Ordinance 2024-14, seconded by Councilmember Malott.

County Planner Jennifer Bryla and Darryl Ash, representing Ms. Godfrey apprised the council about Ordinance 2024-14.

Vote was as follows:

Councilmember Cherry-Yes

Councilmember Malott-Yes

Mayor Pro-Tem Dorsey-Yes

Motion passed 3-0

The first reading of Ordinance 2024-15- Comp Plan Amendment-Parcel ID T07-106-Godfrey. Councilmember Malott motioned to read by title only, seconded by Councilmember Cherry.

Vote was as follows:

Councilmember Cherry-Yes

Councilmember Malott-Yes

Mayor Pro-Tem Dorsey-Yes

Motion passed 3-0

City Clerk Amy Flood read the ordinance by title only.

Councilmember Cherry made a motion to approve Ordinance 2024-15, seconded by Councilmember Malott.

County Planner Jennifer Bryla apprised the council about Ordinance 2024-15.

Vote was as follows:

Councilmember Cherry-Yes
Councilmember Malott-Yes
Mayor Pro-Tem Dorsey-Yes
Motion passed 3-0

The first reading of Ordinance 2024-16- Rezoning-Parcel ID T07-106-Godfrey. Councilmember Cherry motioned to read by title only, seconded by Councilmember Malott.

Vote was as follows:

Councilmember Cherry-Yes
Councilmember Malott-Yes
Mayor Pro-Tem Dorsey-Yes
Motion passed 3-0

City Clerk Amy Flood read the ordinance by title only.

Councilmember Cherry made a motion to approve Ordinance 2024-16, seconded by Councilmember Malott.

County Planner Jennifer Bryla apprised the council about Ordinance 2024-16.

Vote was as follows:

Councilmember Cherry-Yes
Councilmember Malott-Yes
Mayor Pro-Tem Dorsey-Yes
Motion passed 3-0

The first reading of Ordinance 2024-17- Special Use-Parcel ID T06A112-First Baptist Church was tabled. Councilmember Malott motioned to table, seconded by Mayor Pro-Tem Dorsey. Time and date certain to July 11th Planning & Zoning, July 18th Council Meeting.

Vote was as follows:

Councilmember Cherry-Yes
Councilmember Malott-Yes
Mayor Pro-Tem Dorsey-Yes
Motion passed 3-0

The first reading of Ordinance 2024-18- Joint Planning Area Modification. Councilmember Malott motioned to read by title only, seconded by Councilmember Cherry.

Vote was as follows:

Councilmember Cherry-Yes
Councilmember Malott-Yes
Mayor Pro-Tem Dorsey-Yes
Motion passed 3-0

City Clerk Amy Flood read the ordinance by title only.

Councilmember Cherry made a motion to approve Ordinance 2024-18, seconded by Councilmember Malott.

County Planner Jennifer Bryla and City Manager Deanna Naugler apprised the council about Ordinance 2024-18.

Vote was as follows:

Councilmember Cherry-Yes

Councilmember Malott-Yes

Mayor Pro-Tem Dorsey-Yes

Motion passed 3-0

The first reading of Ordinance 2024-19- Market Business License. Councilmember Malott motioned to read by title only, seconded by Councilmember Cherry.

Vote was as follows:

Councilmember Cherry-Yes

Councilmember Malott-Yes

Mayor Pro-Tem Dorsey-Yes

Motion passed 3-0

City Clerk Amy Flood read the ordinance by title only.

Councilmember Cherry made a motion to approve Ordinance 2024-19, seconded by Councilmember Malott.

City Manager Deanna Naugler apprised the council about Ordinance 2024-19.

Vote was as follows:

Councilmember Cherry-Yes

Councilmember Malott-Yes

Mayor Pro-Tem Dorsey-Yes

Motion passed 3-0

VII. NEW BUSINESS

City Manager Deanna Naugler apprised the council about the RR Town Center LLC agreement expiring and the need to discuss a new agreement. Councilmember Malott made a motion to approve a new Development Agreement for RR Town Center LLC, modifications to include impact fees, seconded by Councilmember Cherry.

Vote was as follows:

Councilmember Cherry-Yes

Councilmember Malott-Yes

Mayor Pro-Tem Dorsey-Yes

Motion passed 3-0

VIII. CITY ATTORNEY'S REPORT AND REQUESTS

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

X. STAFF REPORTS

City Manager Deanna Naugler apprised the board that Councilmember Tom Laflamme moved out of the city limits and had to resign his seat.

XI. ADJOURNMENT

Councilmember Malott motioned for adjournment, seconded by Councilmember Cherry.

Vote was as follows:

Councilmember Cherry-Yes

Councilmember Malott-Yes

Mayor Pro-Tem Dorsey-Yes

Motion passed 3-0

Motion passed 5-0

Meeting adjourned at 6:31 P.M.

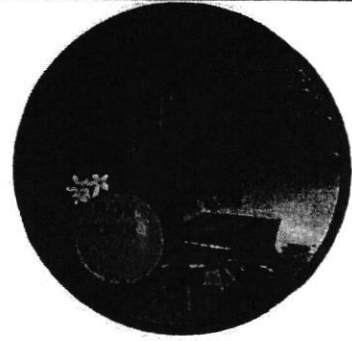
Deanna Naugler, City Manager

Attest:

Amy Flood, City Clerk

CITY OF WEBSTER

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



INTEREST FORM FOR VACANT COUNCIL SEAT

Vacant Seat: 3

Name: Shadae Solomon

Address: 23 SW 10th Street, Webster, FL 33597

Phone: 352-277-11606

Place of Employment: Federal Bureau of Prisons (For Coleman)

Requirements for those wanting to serve on the council:

- Must be a qualified elector of the city
- Must have resided in the city continuously for a minimum of 12 months immediately before qualifying
- A resident, for the purpose of qualifying for office, and while maintaining office, shall be a person whose *principal place of physical residence is in the city*
- Please provide a copy of your driver's license

How did you hear about the vacant council seat?

MAY 31 PM 12:17

From a member of the community.

Why are you interested in serving on the City Council:

I want to help promote positive change and make a difference in our community. The City Council address a wide range of issues, and I am eager to be apart of the effort.

What would your goals be if selected to serve in this capacity for the city?

- Help maintain a balance budget.
- Be fair when finding solutions for problems and address complaints.

CITY OF WEBSTER

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



INTEREST FORM FOR VACANT COUNCIL SEAT

Vacant Seat: 3

Name: Mark Robert Keaton

Address: 571 NW 10th Ave Webster, FL 33597

Phone: (352)737-1008

Place of Employment: Construction Testing Services - Asphalt Paving Systems, Inc.

Requirements for those wanting to serve on the council:

- Must be a qualified elector of the city
- Must have resided in the city continuously for a minimum of 12 months immediately before qualifying
- A resident, for the purpose of qualifying for office, and while maintaining office, shall be a person whose *principal place of physical residence is in the city*
- Please provide a copy of your driver's license

How did you hear about the vacant council seat?

City of Webster Facebook post

Why are you interested in serving on the City Council:

Born and raised in Pinellas County, Florida is my home and I believe native Floridian voices should lead the way of shaping our state. I am also choosing to follow in serving my county as my aunt Helen Sweatt did in Pinellas County.

What would your goals be if selected to serve in this capacity for the city?

I want to help Webster be more than just "the town with the flea market." We have the ability to decide what types of businesses we bring to our town to help us progress yet keep Webster small home town vibes.

RESOLUTION 2024-02

A RESOLUTION OF THE CITY OF WEBSTER, FLORIDA AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE CITY OF CENTER HILL RELATING TO SERVICE BOUNDARIES FOR WATER AND WASTEWATER FACILITIES; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, CORRECTION OF SCRIVENERS ERRORS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Center Hill and Webster possess Municipal Home Rule Powers pursuant to Article VIII, Section 2 (b), Florida Constitution and Section 166.021, Florida Statutes; and,

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

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes, requires that counties and cities include in their respective planning efforts intergovernmental coordination and particularly, mechanisms for identifying and implementing joint planning areas; and,

WHEREAS, Chapter 180, Florida Statutes, provides municipalities with the power to extend utilities outside of municipal limits; and,

WHEREAS, both Center Hill and Webster have extended water and wastewater facilities into unincorporated areas of Sumter County; and,

WHEREAS, the State Comprehensive Plan requires local governments to protect the substantial investment in public facilities that already exist and to plan for and finance new facilities in a timely, orderly, and efficient manner; and,

WHEREAS, both Center Hill and Webster find that the benefits of intergovernmental communications and coordination will accrue to both Parties; and

WHEREAS, the City wishes to enter into and execute an Interlocal Service Boundary Agreement with the City of Center Hill regarding the extension of water and wastewater facilities into Sumter County, with such Interlocal Service Boundary Agreement being substantially in the form of the Interlocal Service Boundary Agreement attached as Exhibit "A" to the Resolution.

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

SECTION 1 Legislative Findings and Intent; Incorporation of Exhibits.

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

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

(c) All Exhibits attached to this Resolution are hereby incorporated into this Resolution by this reference.

SECTION 2. Execution of Interlocal Service Boundary Agreement with the City of Center Hill.

The City Council of the City of Webster, in order to maximize the prompt, full, and effective use of resources of the City relating to water and wastewater facilities extended beyond the City limits, hereby approves of the execution, on behalf of the City, of an Interlocal Service Boundary Agreement with the City of Center Hill, in substantially similar form to the Interlocal Service Boundary Agreement attached hereto as Exhibit "A"; the City Council further authorizes and directs the Mayor of the City to execute the Interlocal Service Boundary Agreement with the City of Center Hill on behalf of the City.

SECTION 3. Implementing Administrative Actions.

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

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

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

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

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

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

PASSED AND ADOPTED this _____ day of June 2024.

ATTEST:

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

By: _____
Amy Flood, City Clerk

By: _____
Anagalys Vigoa, Mayor

Approved as to form and Legality:

By: _____
William L. Colbert, City Attorney

EXHIBIT "A"

**INTERLOCAL SERVICE BOUNDARY AGREEMENT WITH
THE CITY OF CENTER HILL**

**INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN
THE CITY OF CENTER HILL AND THE CITY OF WEBSTER**

This Interlocal Service Boundary Agreement (hereinafter the "Agreement") is made and entered into this _____ day of June 2024, by and between the City of Center Hill, Florida, a Florida municipal corporation (hereinafter "Center Hill"), and the City of Webster, Florida, a Florida municipal corporation (hereinafter ""Webster""). Center Hill and Webster may be collectively referenced herein as the "Parties" or individually as the "Party."

WHEREAS, Center Hill and Webster possess Municipal Home Rule Powers pursuant to Article VIII, Section 2 (b), Florida Constitution and Section 166.021, Florida Statutes; and,

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

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes, requires that counties and cities include in their respective planning efforts intergovernmental coordination and particularly, mechanisms for identifying and implementing joint planning areas; and,

WHEREAS, Chapter 180, Florida Statutes, provides municipalities with the power to extend utilities outside of municipal limits; and,

WHEREAS, both Center Hill and Webster have extended water and wastewater into unincorporated areas of Sumter County; and,

WHEREAS, the State Comprehensive Plan requires local governments to protect the substantial investment in public facilities that already exist and to plan for and finance new facilities in a timely, orderly, and efficient manner; and,

WHEREAS, both Center Hill and Webster find that the benefits of intergovernmental communications and coordination will accrue to both Parties.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Center Hill and Webster agree as follows:

1. Incorporation of Preamble. The Preamble above is true and correct and incorporated into this Agreement as if fully set forth herein.

2. Termination of Agreement. Either Center Hill or Webster may terminate this Agreement at any time upon delivery of a notice of termination to the other Party at least 180 days prior to the proposed date of termination. A party delivering such a notice of termination as aforesaid may, in such Party's sole discretion, revoke such notice of termination at any time prior to the termination date.

3. Utility Service Areas (USA).

a. The Webster Utility Service Area (WUSA) is the area within which Webster provides water, wastewater, and reclaimed water services, consistent with Chapter 180, Florida Statutes, as indicated on the attached Map 1.

b. The Center Hill Utility Service Area (CHUSA) is the area within which Center Hill provides water, wastewater, and reclaimed water services, consistent with Chapter 180, Florida Statutes, as indicated on the attached Map 2.

4. Right of First Refusal.

a. The Parties agree that retail customers and new development within their respective USA's, which require central water and/or sewer services, shall be required to connect, if available, to the respective City's water and/or sewer system.

b. Within its respective USA, each city has first right of refusal to provide water, wastewater, and reclaimed water services to a project.

c. If the City in whose USA the project is located cannot serve that project, the adjacent USA nearest to the project has the first right of refusal to serve the project.

d. If no City can serve the project, the developer may construct a system approved by the City in whose USA the system is located; and if agreed upon by the City and developer, turn the system over to that City upon completion.

5. Portion of Property in USA.

a. If at least 50% of the area of a property or combined contiguous properties under the same ownership or control, is within the WUSA, then the property shall be treated as if it were all within the WUSA for purposes of this Agreement. If at least 50% of the area of a property or combined contiguous properties under the same ownership or control is within the CHUSA, then the property shall be treated as if it were all within the CHUSA for purposes of this Agreement.

b. If less than 50% of the area of property or combined contiguous properties under the same ownership is within the WUSA, then it shall be outside of the WUSA for purposes of this Agreement. If less than 50% of the area of property or combined contiguous properties under the same ownership is within the CHUSA, then it shall be outside of the CHUSA for purposes of this Agreement.

6. Agreement Regarding Provision of Service in USA. Webster will not provide service in the CHUSA, nor will Center Hill provide service in the WUSA, unless both Center Hill and Webster agree in writing to such service being provided pursuant to the provisions of this Agreement.

7. Dispute Resolution. Webster and Center Hill agree to resolve any dispute related to the interpretation or performance of this Agreement in the manner described in this section. Either Party may initiate the dispute resolution process by providing written notice to the other Party. Initiation of the dispute resolution process shall operate as a stay of the action which is the subject of the dispute.

Notwithstanding the foregoing, in the event that either Party determines in its sole discretion and good faith that it is necessary to file a lawsuit or other formal challenge in order to meet a jurisdictional time deadline, to obtain a temporary injunction, or otherwise to preserve a legal or equitable right related to this Agreement, such lawsuit or challenge may be filed, but upon the filing and any other act necessary to preserve the legal or

equitable right or to obtain the temporary injunction, the Parties shall thereafter promptly file a joint motion with the reviewing court or administrative law judge requesting that the case be abated in order to afford the actions provided for in this Section. If the abatement is granted, the Parties shall revert to and pursue the dispute resolution procedures set forth herein.

a. Within ten (10) days of the abatement order, the allegedly aggrieved party shall then affect the transmittal of a notice of conflict, in the form of a certified letter, to all governmental bodies involved in the dispute at issue. Upon receipt of the notice, which shall specify the areas of disagreement, the Parties agree to conduct a conflict assessment meeting at a reasonable time and place, as mutually agreed upon, within thirty (30) days of receipt of the notice of conflict.

b. If discussions between the Parties at the conflict resolution meeting fail to resolve the dispute, within forty (40) days of the receipt of the notice described in Subparagraph a, above, the Parties shall conduct mediation in the presence of a neutral third third-party mediator. If the Parties are unable to agree upon a mediator, either Party may request appointment of a mediator by the Chief Judge of the Circuit Court in and for Sumter County, Florida. The mediation contemplated by this Section is intended to be informal and non-adversarial processes with the objective of helping the Parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the Parties. The mediator shall assist the Parties in identifying issues, fostering joint problem-solving and exploring settlement alternatives.

c. If the Parties are unable to reach a mediated settlement, within fifty (50) days of the receipt of the initial notice of conflict, the Parties shall hold a joint intergovernmental meeting. If the joint intergovernmental meeting does not successfully resolve the issues identified in the notice of conflict the entities participating in the dispute resolution procedures described herein may avail themselves of any otherwise available rights, including the suspension of abatement of existing actions.

d. The Parties agree that this dispute resolution procedure satisfies the requirements of Chapter 164, Florida Statutes.

8. Noticing. 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 Webster:
City of Webster
Attn: City Manager
85 E Central Avenue
Webster, FL 33597

If to Center Hill:
City of Center Hill
Attn: City Clerk
PO Box 649
Center Hill, FL 33516

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

9. Sole Benefit. This Agreement is solely for the benefit of Center Hill and Webster, 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 herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors and assigns.

10. Authority. Center Hill and Webster each represent and warrant to the other its respective authority to enter into this Agreement, and acknowledge the validity and enforceability of this Agreement. Center Hill and Webster each represent, warrant and covenant that this Agreement, when executed, will constitute 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.

11. Enforcement. This Agreement shall be enforceable by the Parties hereto in accordance with the provisions set forth in Section 7 hereinabove.

12. Defense. If this Agreement or any portion hereof is challenged by any judicial, administrative, or appellate proceeding (each Party hereby covenanting with the other Party not to initiate or acquiesce to such challenge or not to appeal any decision invalidating any portion of this Agreement), the Parties collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through to a final judicial determination, unless both Parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating any portion of this Agreement.

13. Periodic Review. Each month, during the term of this Agreement, the City Manager or City's designee for Center Hill and for Webster shall meet to discuss and resolve any issues or concerns related to this Agreement. The Parties may mutually agree to a different time frame for such meetings to be held.

14. Amendments. Amendments may be proffered by either Party at any time. Proposed amendments shall be in writing and must be approved by both the City Council of Center Hill and the City Council of Webster or shall be considered not adopted.

15. Supremacy. The Parties agree and covenant, having given and received valuable consideration for the promises and commitments made herein, that it is their desire, intent and firm agreement to be bound by and observe the terms of this Agreement wherever such terms are more stringent than those subsequently enacted by the Legislature. Should the terms of this Agreement conflict with previous agreements between the Parties, the terms of this Agreement shall control.

16. Entire Understanding. Except as otherwise set forth herein, this Agreement embodies and constitutes the entire understanding of the Parties with respect to the subject matters addressed herein, and all prior agreements, understandings, representations and statements, oral or written, are superseded by this Agreement.

17. 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 only be in the Circuit Court in and for Sumter County, Florida. Federal Jurisdiction and

venue, if applicable, shall only be in the Middle District of Florida, Tampa Division. If circumstances arise which cause a conflict between this Section and Section 7 (“Dispute Resolution”), Section 7 shall control.

18. Severability. If any part, term or provision of this Agreement is held to be illegal, in conflict with any law or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provisions held to be illegal or invalid.

19. Preparation of Agreement. Each Party and its counsel have had an opportunity to review and suggest revisions to the language of this Agreement. Accordingly, no provision of this Agreement shall be construed for or against or interpreted to the benefit or disadvantage of any party by reason of any party having or being deemed to have drafted such provision.

20. Time of the Essence. Time is of the essence with respect to all matters contained herein.

21. Captions. The captions of the paragraphs of this Agreement are for convenience only and shall not control or affect the meaning, interpretation or construction of any of the provisions of this Agreement.

22. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

23. Cooperation. Both Parties agree to cooperate fully with each other to carry out effectively the intent of this Agreement in accordance herewith and the satisfaction and compliance with all of the conditions and requirements set forth herein and shall execute such instruments and perform such acts as may be reasonably requested by either Party hereto.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement on behalf of the respective Party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each Party approved and adopted this Agreement.

CITY COUNCIL OF THE CITY OF WEBSTER, FLORIDA

CITY COUNCIL OF THE CITY OF CENTER HILL, FLORIDA

Anagalys Vigoa, Mayor

Jim Watts, Mayor

ATTEST:

ATTEST:

Amy Flood,
City Clerk

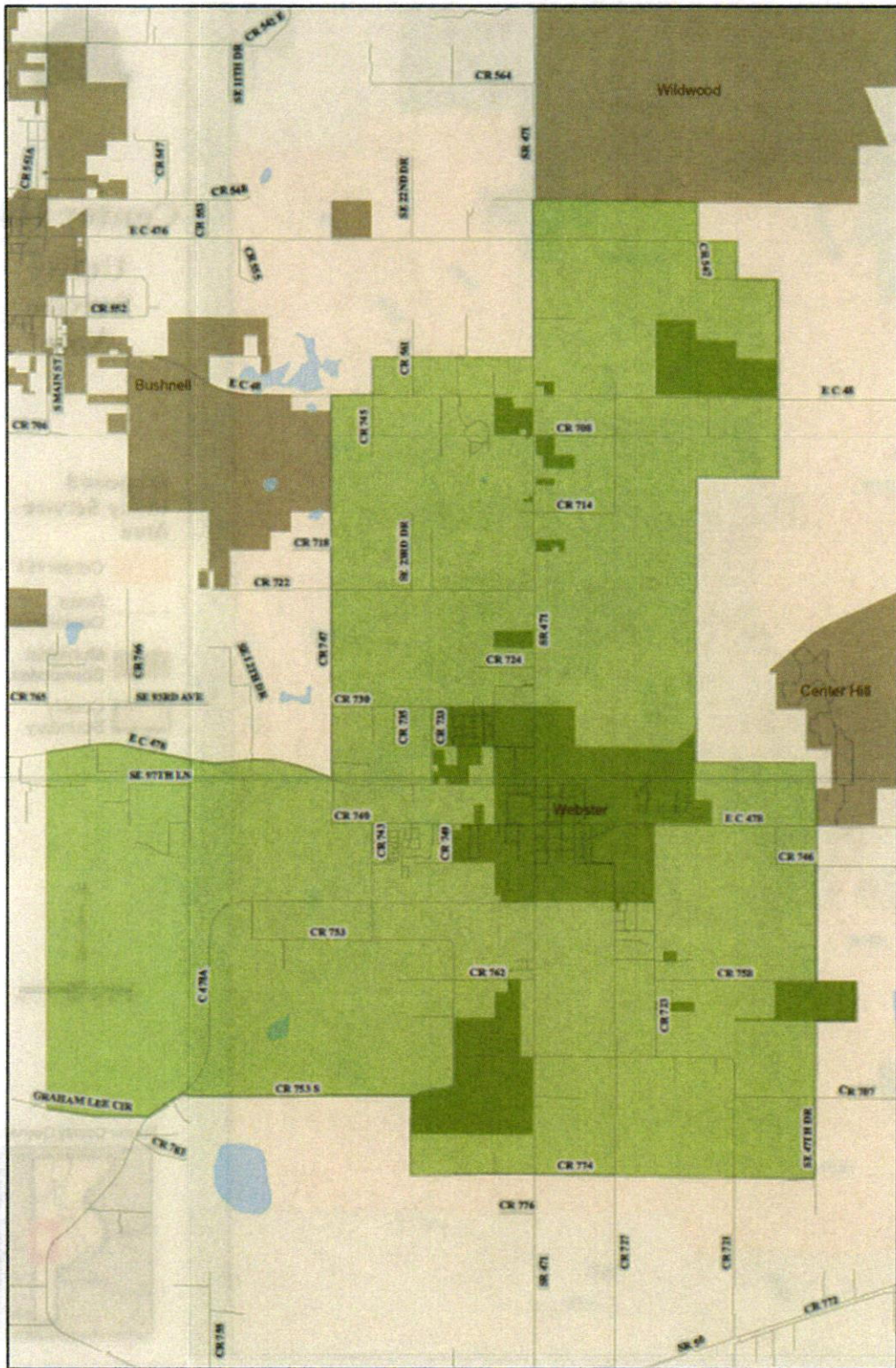
Diane Lamb,
City Clerk

Approved as to form and Legality:

William L. Colbert, City Attorney

Joshua Billa, City Attorney

Map 1 Webster Utility Service Area (WUSA)



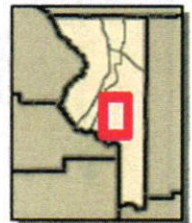
Webster Utility Service Area

Proposed Utility Service Area

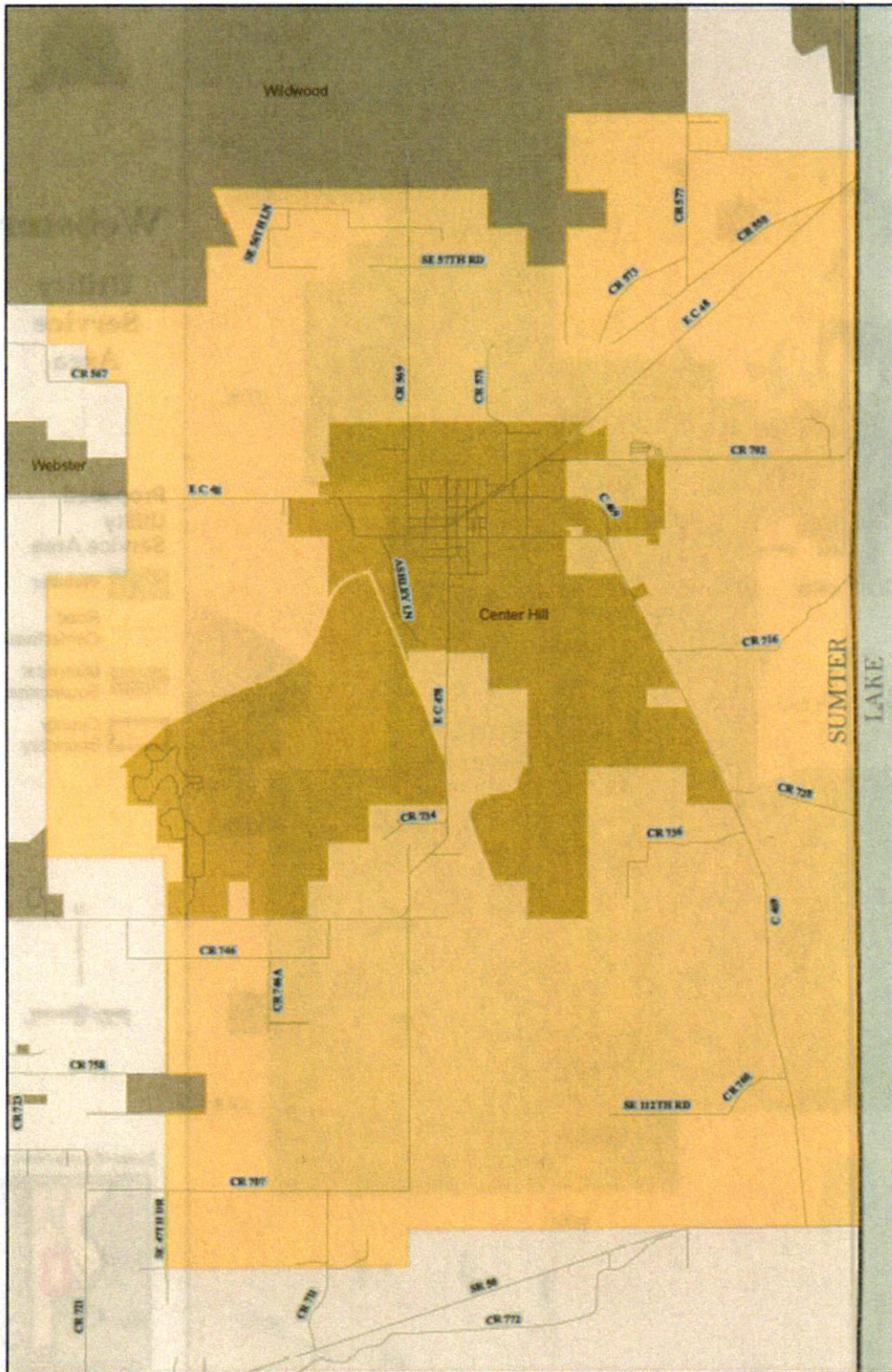
- Webster
- Road Centerlines
- Municipal Boundaries
- County Boundary



Sumter County Overview



Map 2
Center Hill Utility Service Area (CHUSA)

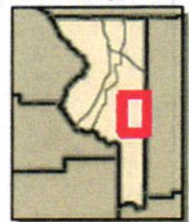


**Center Hill
Utility
Service
Area**

- Proposed
Utility Service
Area**
- Center Hill
 - Road Centerlines
 - Municipal Boundaries
 - County Boundary



Sumter County Overview



RESOLUTION 2024-03

A RESOLUTION OF THE CITY OF WEBSTER, FLORIDA AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE CITY OF BUSHNELL RELATING TO SERVICE BOUNDARIES FOR WATER AND WASTEWATER FACILITIES; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, CORRECTION OF SCRIVENERS ERRORS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Bushnell and Webster possess Municipal Home Rule Powers pursuant to Article VIII, Section 2 (b), Florida Constitution and Section 166.021, Florida Statutes; and,

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

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes, requires that counties and cities include in their respective planning efforts intergovernmental coordination and particularly, mechanisms for identifying and implementing joint planning areas; and,

WHEREAS, Chapter 180, Florida Statutes, provides municipalities with the power to extend utilities outside of municipal limits; and,

WHEREAS, both Bushnell and Webster have extended water and wastewater facilities into unincorporated areas of Sumter County; and,

WHEREAS, the State Comprehensive Plan requires local governments to protect the substantial investment in public facilities that already exist and to plan for and finance new facilities in a timely, orderly, and efficient manner; and,

WHEREAS, both Bushnell and Webster find that the benefits of intergovernmental communications and coordination will accrue to both Parties; and

WHEREAS, the City wishes to enter into and execute an Interlocal Service Boundary Agreement with the City of Bushnell regarding the extension of water and wastewater facilities into Sumter County, with such Interlocal Service Boundary Agreement being substantially in the form of the Interlocal Service Boundary Agreement attached as Exhibit "A" to the Resolution.

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

SECTION 1 Legislative Findings and Intent; Incorporation of Exhibits.

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

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

(c) All Exhibits attached to this Resolution are hereby incorporated into this Resolution by this reference.

SECTION 2. Execution of Interlocal Service Boundary Agreement with the City of Bushnell.

The City Council of the City of Webster, in order to maximize the prompt, full, and effective use of resources of the City relating to water and wastewater facilities extended beyond the City limits, hereby approves of the execution, on behalf of the City, of an Interlocal Service Boundary Agreement with the City of Bushnell, in substantially similar form to the Interlocal Service Boundary Agreement attached hereto as Exhibit "A"; the City Council further authorizes and directs the Mayor of the City to execute the Interlocal Service Boundary Agreement with the City of Bushnell on behalf of the City.

SECTION 3. Implementing Administrative Actions.

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

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

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

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

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

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

PASSED AND ADOPTED this _____ day of June 2024.

ATTEST:

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

By: _____
Amy Flood, City Clerk

By: _____
Anagalys Vigoa, Mayor

Approved as to form and Legality:

By: _____
William L. Colbert, City Attorney

EXHIBIT "A"

**INTERLOCAL SERVICE BOUNDARY AGREEMENT WITH
THE CITY OF BUSHNELL**

**INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN
THE CITY OF BUSHNELL AND THE CITY OF WEBSTER**

This Interlocal Service Boundary Agreement (hereinafter the "Agreement") is made and entered into this _____ day of June 2024, by and between the City of Bushnell, Florida, a Florida municipal corporation (hereinafter "Bushnell"), and the City of Webster, Florida, a Florida municipal corporation (hereinafter ""Webster""). Bushnell and Webster may be collectively referenced herein as the "Parties" or individually as the "Party."

WHEREAS, Bushnell and Webster possess Municipal Home Rule Powers pursuant to Article VIII, Section 2 (b), Florida Constitution and Section 166.021, Florida Statutes; and,

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

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes, requires that counties and cities include in their respective planning efforts intergovernmental coordination and particularly, mechanisms for identifying and implementing joint planning areas; and,

WHEREAS, Chapter 180, Florida Statutes, provides municipalities with the power to extend utilities outside of municipal limits; and,

WHEREAS, both Bushnell and Webster have extended water and wastewater into unincorporated areas of Sumter County; and,

WHEREAS, the State Comprehensive Plan requires local governments to protect the substantial investment in public facilities that already exist and to plan for and finance new facilities in a timely, orderly, and efficient manner; and,

WHEREAS, both Bushnell and Webster find that the benefits of intergovernmental communications and coordination will accrue to both Parties.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Bushnell and Webster agree as follows:

1. Incorporation of Preamble. The Preamble above is true and correct and incorporated into this Agreement as if fully set forth herein.

2. Termination of Agreement. Either Bushnell or Webster may terminate this Agreement at any time upon delivery of a notice of termination to the other Party at least 180 days prior to the proposed date of termination. A party delivering such a notice of termination as aforesaid may, in such Party's sole discretion, revoke such notice of termination at any time prior to the termination date.

3. Utility Service Areas (USA).

a. The Webster Utility Service Area (WUSA) is the area within which Webster provides water, wastewater, and reclaimed water services, consistent with Chapter 180, Florida Statutes, as indicated on the attached Map 1.

b. The Bushnell Utility Service Area (BUSA) is the area within which Bushnell provides water, wastewater, and reclaimed water services, consistent with Chapter 180, Florida Statutes, as indicated on the attached Map 2.

4. Right of First Refusal.

a. The Parties agree that retail customers and new development within their respective USA's, which require central water and/or sewer services, shall be required to connect, if available, to the respective City's water and/or sewer system.

b. Within its respective USA, each city has first right of refusal to provide water, wastewater, and reclaimed water services to a project.

c. If the City in whose USA the project is located cannot serve that project, the adjacent USA nearest to the project has the first right of refusal to serve the project.

d. If no City can serve the project, the developer may construct a system approved by the City in whose USA the system is located; and if agreed upon by the City and developer, turn the system over to that City upon completion.

5. Portion of Property in USA.

a. If at least 50% of the area of a property or combined contiguous properties under the same ownership or control, is within the WUSA, then the property shall be treated as if it were all within the WUSA for purposes of this Agreement. If at least 50% of the area of a property or combined contiguous properties under the same ownership or control is within the BUSA, then the property shall be treated as if it were all within the BUSA for purposes of this Agreement.

b. If less than 50% of the area of property or combined contiguous properties under the same ownership is within the WUSA, then it shall be outside of the WUSA for purposes of this Agreement. If less than 50% of the area of property or combined contiguous properties under the same ownership is within the BUSA, then it shall be outside of the BUSA for purposes of this Agreement.

6. Agreement Regarding Provision of Service in USA. Webster will not provide service in the BUSA, nor will Bushnell provide service in the WUSA, unless both Bushnell and Webster agree in writing to such service being provided pursuant to the provisions of this Agreement.

7. Dispute Resolution. Webster and Bushnell agree to resolve any dispute related to the interpretation or performance of this Agreement in the manner described in this section. Either Party may initiate the dispute resolution process by providing written notice to the other Party. Initiation of the dispute resolution process shall operate as a stay of the action which is the subject of the dispute.

Notwithstanding the foregoing, in the event that either Party determines in its sole discretion and good faith that it is necessary to file a lawsuit or other formal challenge in order to meet a jurisdictional time deadline, to obtain a temporary injunction, or otherwise to preserve a legal or equitable right related to this Agreement, such lawsuit or challenge may be filed, but upon the filing and any other act necessary to preserve the legal or

equitable right or to obtain the temporary injunction, the Parties shall thereafter promptly file a joint motion with the reviewing court or administrative law judge requesting that the case be abated in order to afford the actions provided for in this Section. If the abatement is granted, the Parties shall revert to and pursue the dispute resolution procedures set forth herein.

a. Within ten (10) days of the abatement order, the allegedly aggrieved party shall then affect the transmittal of a notice of conflict, in the form of a certified letter, to all governmental bodies involved in the dispute at issue. Upon receipt of the notice, which shall specify the areas of disagreement, the Parties agree to conduct a conflict assessment meeting at a reasonable time and place, as mutually agreed upon, within thirty (30) days of receipt of the notice of conflict.

b. If discussions between the Parties at the conflict resolution meeting fail to resolve the dispute, within forty (40) days of the receipt of the notice described in Subparagraph a, above, the Parties shall conduct mediation in the presence of a neutral third third-party mediator. If the Parties are unable to agree upon a mediator, either Party may request appointment of a mediator by the Chief Judge of the Circuit Court in and for Sumter County, Florida. The mediation contemplated by this Section is intended to be informal and non-adversarial processes with the objective of helping the Parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the Parties. The mediator shall assist the Parties in identifying issues, fostering joint problem-solving and exploring settlement alternatives.

c. If the Parties are unable to reach a mediated settlement, within fifty (50) days of the receipt of the initial notice of conflict, the Parties shall hold a joint intergovernmental meeting. If the joint intergovernmental meeting does not successfully resolve the issues identified in the notice of conflict the entities participating in the dispute resolution procedures described herein may avail themselves of any otherwise available rights, including the suspension of abatement of existing actions.

d. The Parties agree that this dispute resolution procedure satisfies the requirements of Chapter 164, Florida Statutes.

8. Noticing. 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 Webster:
City of Webster
Attn: City Manager
85 E Central Avenue
Webster, FL 33597

If to Bushnell:
City of Bushnell
Attn: City Clerk
117 E. Joe P. Strickland, Jr. Ave.
Bushnell, FL 33513

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

9. Sole Benefit. This Agreement is solely for the benefit of Bushnell and Webster, 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 herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors and assigns.

10. Authority. Bushnell and Webster each represent and warrant to the other its respective authority to enter into this Agreement, and acknowledge the validity and enforceability of this Agreement. Bushnell and Webster each represent, warrant and covenant that this Agreement, when executed, will constitute 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.

11. Enforcement. This Agreement shall be enforceable by the Parties hereto in accordance with the provisions set forth in Section 7 hereinabove.

12. Defense. If this Agreement or any portion hereof is challenged by any judicial, administrative, or appellate proceeding (each Party hereby covenanting with the other Party not to initiate or acquiesce to such challenge or not to appeal any decision invalidating any portion of this Agreement), the Parties collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through to a final judicial determination, unless both Parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating any portion of this Agreement.

13. Periodic Review. Each month, during the term of this Agreement, the City Manager or City's designee for Bushnell and for Webster shall meet to discuss and resolve any issues or concerns related to this Agreement. The Parties may mutually agree to a different time frame for such meetings to be held.

14. Amendments. Amendments may be proffered by either Party at any time. Proposed amendments shall be in writing and must be approved by both the City Council of Bushnell and the City Council of Webster or shall be considered not adopted.

15. Supremacy. The Parties agree and covenant, having given and received valuable consideration for the promises and commitments made herein, that it is their desire, intent and firm agreement to be bound by and observe the terms of this Agreement wherever such terms are more stringent than those subsequently enacted by the Legislature. Should the terms of this Agreement conflict with previous agreements between the Parties, the terms of this Agreement shall control.

16. Entire Understanding. Except as otherwise set forth herein, this Agreement embodies and constitutes the entire understanding of the Parties with respect to the subject matters addressed herein, and all prior agreements, understandings, representations and statements, oral or written, are superseded by this Agreement.

17. 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 only be in the Circuit Court in and for Sumter County, Florida. Federal Jurisdiction and

venue, if applicable, shall only be in the Middle District of Florida, Tampa Division. If circumstances arise which cause a conflict between this Section and Section 7 ("Dispute Resolution"), Section 7 shall control.

18. Severability. If any part, term or provision of this Agreement is held to be illegal, in conflict with any law or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provisions held to be illegal or invalid.

19. Preparation of Agreement. Each Party and its counsel have had an opportunity to review and suggest revisions to the language of this Agreement. Accordingly, no provision of this Agreement shall be construed for or against or interpreted to the benefit or disadvantage of any party by reason of any party having or being deemed to have drafted such provision.

20. Time of the Essence. Time is of the essence with respect to all matters contained herein.

21. Captions. The captions of the paragraphs of this Agreement are for convenience only and shall not control or affect the meaning, interpretation or construction of any of the provisions of this Agreement.

22. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

23. Cooperation. Both Parties agree to cooperate fully with each other to carry out effectively the intent of this Agreement in accordance herewith and the satisfaction and compliance with all of the conditions and requirements set forth herein and shall execute such instruments and perform such acts as may be reasonably requested by either Party hereto.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement on behalf of the respective Party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each Party approved and adopted this Agreement.

CITY COUNCIL OF THE CITY OF WEBSTER, FLORIDA

CITY COUNCIL OF THE CITY OF BUSHNELL, FLORIDA

Anagalys Vigoa, Mayor

Jessie Simmons, Jr., Mayor

ATTEST:

ATTEST:

Amy Flood,
City Clerk

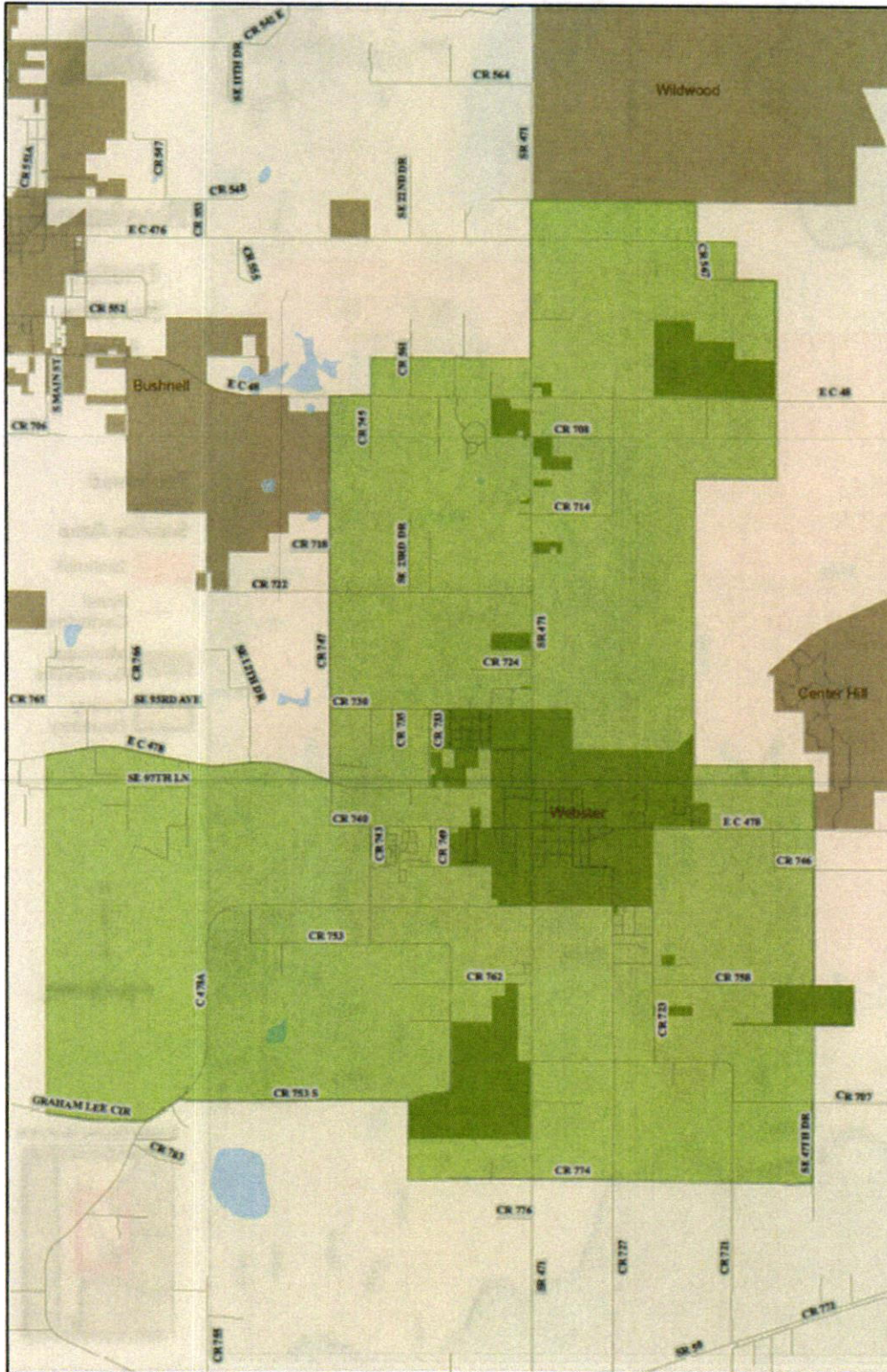
Christina Dixon,
City Clerk

Approved as to form and Legality:

William L. Colbert, City Attorney

Felix Adams, City Attorney

Map 1 Webster Utility Service Area (WUSA)



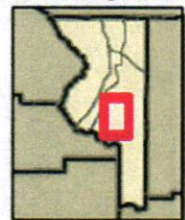
Webster Utility Service Area

Proposed Utility Service Area

- Webster
- Road Centerlines
- Municipal Boundaries
- County Boundary



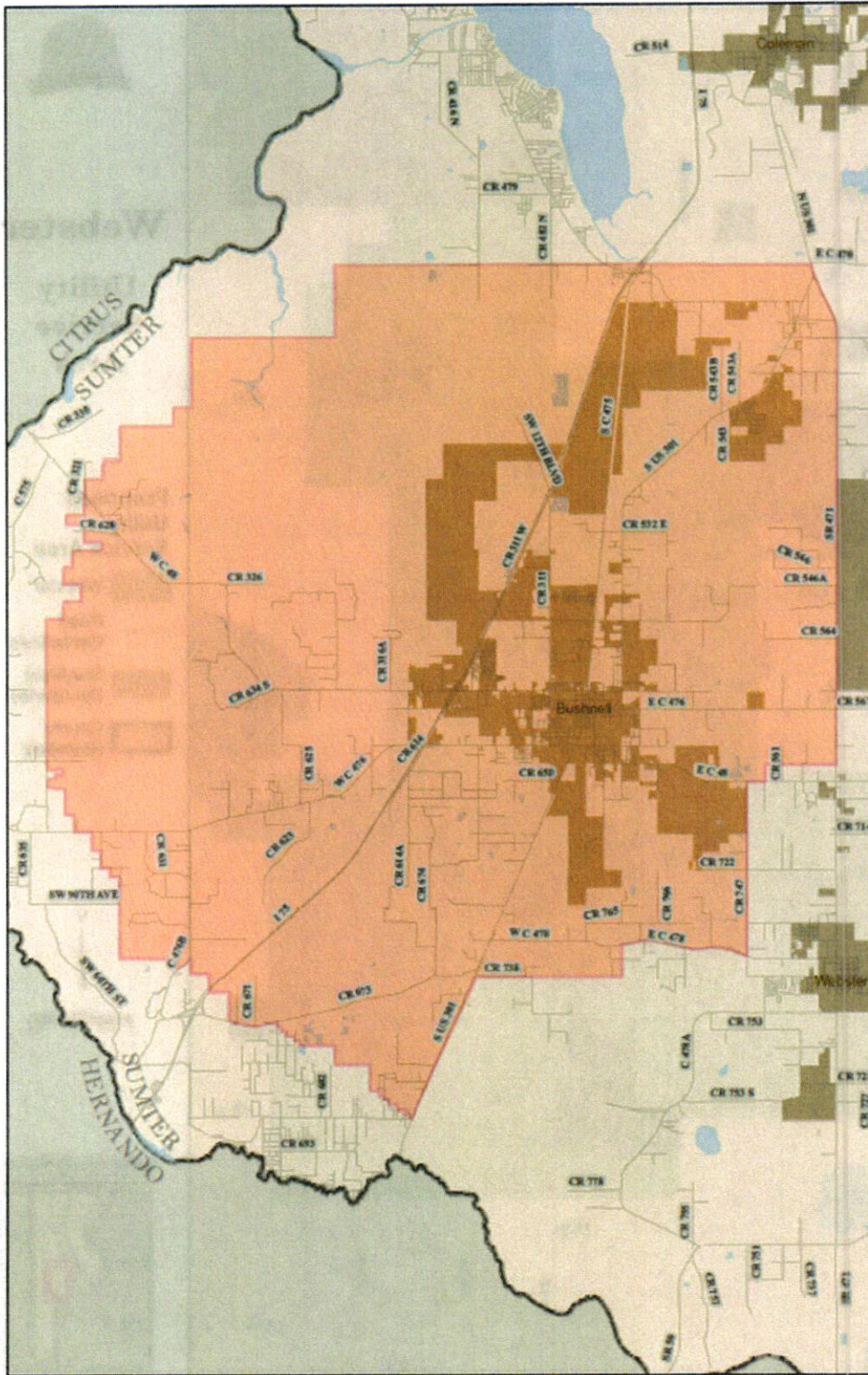
Sumter County Overview



Map 2
 Bushnell Utility Service Area (BUSA)



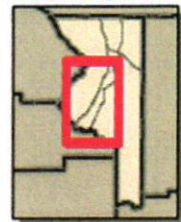
Bushnell
 Utility
 Service
 Area



- Proposed Utility Service Area**
- Bushnell
 - Road Centerlines
 - Municipal Boundaries
 - County Boundary



Sumter County Overview



Primary Unit	Date Time Recieved	Complaint Type	Address	
TAYLOR VIEU, 232	04/25/2024 06:15:01	EXTRA PATROL	447 NW 6TH AVE	8901
HOLLY ECKSTEIN, D137	04/25/2024 09:26:29	INVESTIGATION FOLLOW	349 S MARKET BLVD	3801
ADAM GLAYZER, X132	04/25/2024 10:09:05	OBSTRUCTION ON HWY	SR 471	4301
WILLIAM LAMB, K102	04/25/2024 12:27:12	SICK/INJURED	349 S MARKET BLVD	6301
WILLIAM LAMB, K102	04/25/2024 13:23:21	ATC -WELFARE CHECK	349 S MARKET BLVD	2302
MICHAEL LARGE, T173	04/25/2024 13:44:13	INFORMATION	773 NW 10TH AVE	4401
TYLER THOMPSON, Z193	04/25/2024 14:00:23	TRAFFIC STOP	374 N MARKET BLVD	7301
FAUSTO ROSARIO, D185	04/25/2024 14:02:29	INVESTIGATION FOLLOW	1010 E CENTRAL AVE 5	3801
TAYLOR VIEU, 232	04/25/2024 16:11:29	INFORMATION	S MARKET BLVD	2501
KAELIN NEIGER, 211	04/25/2024 16:15:19	FCIC/NCIC HIT	811 NW 3RD ST	8801
JOSHUA CALDWELL, 261	04/25/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE	8901
AARON SIROLLI, S47	04/25/2024 21:30:15	FCIC/NCIC HIT	NW 3RD ST	8801
	04/26/2024 02:48:27	INFORMATION	791 NW 4TH ST	4401
DAVID KELLY, 212	04/26/2024 06:15:01	EXTRA PATROL	447 NW 6TH AVE	8901
	04/26/2024 12:27:56	911 HANGUP	102 NE 4TH AVE	9201
SHAWN DECKARD, B126	04/26/2024 14:17:13	CIVIL PROCESS	246 SW 1ST ST	2201
SHAWN DECKARD, B126	04/26/2024 14:29:52	CIVIL PROCESS	139 SW 3RD ST	2201
SHAWN DECKARD, B126	04/26/2024 15:49:18	CIVIL PROCESS	139 SW 3RD ST	2201
SHAWN DECKARD, B126	04/26/2024 16:00:43	CIVIL PROCESS	246 SW 1ST ST	2201
TYLER FROELICH, 194	04/26/2024 19:57:47	DISTURBANCE-VERBAL	475 NW 10TH AVE	3101
	04/26/2024 21:13:18	911 HANGUP	102 NE 4TH AVE	9201
KENNETH ZIMMERMAN, 242	04/26/2024 21:13:36	DISTURBANCE DOMESTIC	475 NW 10TH AVE	3101
KENNETH ZIMMERMAN, 242	04/26/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE	8901
DONOVAN REYNOLDS, 176	04/26/2024 22:13:32	DISTURBANCE DOMESTIC	475 NW 10TH AVE	2501
HECTOR OTERO JR, S54	04/26/2024 22:54:16	DISTURBANCE-UNK	475 NW 10TH AVE	2501
DAVID KELLY, 212	04/27/2024 06:15:01	EXTRA PATROL	447 NW 6TH AVE	8901
HECTOR OTERO JR, S54	04/27/2024 17:14:09	TRAFFIC STOP	E CENTRAL AVE	7301
KENNETH ZIMMERMAN, 242	04/27/2024 17:34:51	THEFT	1010 E CENTRAL AVE 14	6803
KENNETH ZIMMERMAN, 242	04/27/2024 20:29:16	SUSPICIOUS INCIDENT	329 N MARKET BLVD	6601
KENNETH ZIMMERMAN, 242	04/27/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE	8901
DAVID KELLY, 212	04/28/2024 06:15:01	EXTRA PATROL	447 NW 6TH AVE	8901
DAVID KELLY, 212	04/28/2024 13:53:30	SUSPICIOUS VEH	NW 6TH ST	6603
DAVID KELLY, 212	04/28/2024 15:12:45	INFORMATION	SR 471	2501
KENNETH ZIMMERMAN, 242	04/28/2024 21:15:02	EXTRA PATROL	447 NW 6TH AVE	8901
JOSEPH TRIA, 202	04/29/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE	5602
	04/29/2024 08:37:11	SICK/INJURED	516 NW 3RD ST	6301
	04/29/2024 10:26:45	SICK/INJURED	530 W KINGS HWY	6301
CALEB ROSS, T139	04/29/2024 11:26:43	INFORMATION	349 S MARKET BLVD	4401
CHANCE ROSA, Z186	04/29/2024 16:04:03	TRAFFIC STOP	SE 1ST ST	7301
KAITLYN VANBUREN, A73	04/29/2024 19:07:02	INVESTIGATION FOLLOW	1010 E CENTRAL AVE	3801
JOSHUA CALDWELL, 261	04/29/2024 19:38:10	SUSPICIOUS VEH	110 E CENTRAL AVE	6603
JOSHUA CALDWELL, 261	04/29/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE	8901
JOSEPH TRIA, 202	04/30/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE	5602
JOSEPH TRIA, 202	04/30/2024 12:27:49	VIN VERIFICATION	11470 CR 727	7704
SHAWN DECKARD, B126	04/30/2024 13:00:10	CIVIL PROCESS	811 NW 3RD ST	2201
JOSEPH TRIA, 202	04/30/2024 15:53:02	SICK/INJURED	3857 CR 723	6301
JOSHUA CALDWELL, 261	04/30/2024 18:57:58	JUVENILE	7914 SR 471	2501

JOSHUA CALDWELL, 261	04/30/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE	8901
MASON DESFONDS, 252	05/01/2024 06:15:01	EXTRA PATROL	447 NW 6TH AVE	5602
	05/01/2024 08:14:57	SICK/INJURED	860 OAK AVE	6301
DAVID KELLY, 212	05/01/2024 08:35:22	RECOVERED PROPERTY	374 N MARKET BLVD	5702
MICHAEL LARGE, T173	05/01/2024 10:01:38	DCF/ABUSE REG	773 NW 10TH AVE	1102
MICHAEL LARGE, T173	05/01/2024 10:50:39	DCF/ABUSE REG	773 NW 10TH AVE	1102
DAVID KELLY, 212	05/01/2024 11:10:30	SUSPICIOUS VEH	654 NW 6TH AVE	6603
MICHAEL LARGE, T173	05/01/2024 16:09:05	INFORMATION	773 NW 10TH AVE	4401
ANTHONY LEE, 144	05/01/2024 17:03:03	BATTERY	516 NW 3RD ST	2105
ERICA HILLMAN, 205	05/01/2024 17:49:50	SUSPICIOUS VEH	NE 3RD ST	2501
ERICA HILLMAN, 205	05/01/2024 18:42:50	CIVIL	130 NW 2ND ST	2501
ERICA HILLMAN, 205	05/01/2024 19:37:45	FCIC/NCIC HIT	813 NW 5TH ST	8801
ERICA HILLMAN, 205	05/01/2024 19:56:59	TRAFFIC STOP	468 N MARKET BLVD	8801
JUSTIN ST CLAIR, 210	05/01/2024 20:54:44	TRAFFIC STOP	N MARKET BLVD	7301
JUSTIN ST CLAIR, 210	05/01/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE	8901
JUSTIN ST CLAIR, 210	05/01/2024 22:41:51	TRAFFIC STOP	S MARKET BLVD	7301
ERICA HILLMAN, 205	05/01/2024 23:05:12	THEFT	1010 E CENTRAL AVE 4	2501
JUSTIN ST CLAIR, 210	05/01/2024 23:10:42	TRAFFIC STOP	N MARKET BLVD	7301
ERICA HILLMAN, 205	05/02/2024 02:28:48	ANIMAL COMPLAINT	NW 6TH AVE	1601
ERICA HILLMAN, 205	05/02/2024 04:12:29	SUSPICIOUS INCIDENT	871 NW 6TH ST	2501
DAVID KELLY, 212	05/02/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE	8901
DAVID KELLY, 212	05/02/2024 12:02:11	RECKLESS DRIVER	S MARKET BLVD	2501
ANTHONY LEE, 144	05/02/2024 13:11:14	INVESTIGATION FOLLOW	624 NW 3RD ST	3801
ERICA HILLMAN, 205	05/02/2024 19:31:00	SUSPICIOUS PERSON	516 NW 3RD ST	6602
	05/02/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE	8901
JUSTIN ST CLAIR, 210	05/02/2024 22:16:44	CITZ ASST-ESCRT	122 SW 5TH ST	2501
JENNIFER ADKINS, 182	05/03/2024 05:06:18	SUSPICIOUS VEH	1010 E CENTRAL AVE	6603
JASON VOIGT, 201	05/03/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE	8901
ROBERT HANSEN, X133	05/03/2024 07:22:23	TRAFFIC ENFORCEMENT	349 S MARKET BLVD	7001
ROBERTH MATA, K143	05/03/2024 09:23:49	CRIMINAL MISCHIEF	85 E CENTRAL AVE	2702
CALEB ROSS, T139	05/03/2024 10:36:19	FIRE-UNKNOWN	349 S MARKET BLVD	6101
ROBERTH MATA, K143	05/03/2024 11:12:06	INVESTIGATION FOLLOW	445 NW 10TH AVE	2501
ROBERTH MATA, K143	05/03/2024 11:27:48	JUVENILE	1010 E CENTRAL AVE 11	3101
ROBERTH MATA, K143	05/03/2024 12:38:18	CRIMINAL MISCHIEF	85 E CENTRAL AVE	2501
	05/03/2024 13:30:21	911 MISDIAL	102 NE 4TH AVE	9201
MICHAEL LARGE, T173	05/03/2024 15:49:30	MENTAL PT-TRANS	773 NW 10TH AVE	5101
JOSHUA CALDWELL, 261	05/03/2024 18:15:31	JUVENILE	1010 E CENTRAL AVE 11	5101
JOSHUA CALDWELL, 261	05/03/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE	8901
JOSHUA CALDWELL, 261	05/04/2024 00:50:38	EXTRA PATROL	654 NW 6TH AVE	8901
JOSEPH TRIA, 202	05/04/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE	5602
JENNIFER ADKINS, 182	05/04/2024 09:41:49	ANIMAL COMPLAINT	4735 CR 772	1601
JOSHUA CALDWELL, 261	05/04/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE	8901
JOSHUA CALDWELL, 261	05/04/2024 22:51:19	EXTRA PATROL	654 NW 6TH AVE	8901
JOSEPH TRIA, 202	05/05/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE	8901
	05/05/2024 07:51:57	SICK/INJURED	385 NE 3RD ST	6301
	05/05/2024 11:38:12	911 HANGUP	814 NW 5TH ST	9201
JOSHUA CALDWELL, 261	05/05/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE	8901
JOSHUA CALDWELL, 261	05/05/2024 22:50:16	EXTRA PATROL	654 NW 6TH AVE	8901

DAVID KELLY, 212	05/06/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE	8901
ROBERT HANSEN, X133	05/06/2024 07:34:50	TRAFFIC ENFORCEMENT	349 S MARKET BLVD	7001
ANTHONY LEE, 144	05/06/2024 13:57:06	DCF/ABUSE REG	773 NW 10TH AVE	1102
KENNETH ZIMMERMAN, 242	05/06/2024 21:15:00	EXTRA PATROL	447 NW 6TH AVE	8901
KENNETH ZIMMERMAN, 242	05/07/2024 00:22:44	EXTRA PATROL	654 NW 6TH AVE	8901
DAVID KELLY, 212	05/07/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE	8901
CALEB ROSS, T139	05/07/2024 10:40:11	INFORMATION	349 S MARKET BLVD	4401
CALEB ROSS, T139	05/07/2024 14:30:20	ALARM FIRE	349 S MARKET BLVD	9901
CAMERON REILLY, 223	05/07/2024 16:00:29	SICK/INJURED	74 SW 5TH ST	6301
JUSTIN ST CLAIR, 210	05/07/2024 17:22:51	INVESTIGATION FOLLOW	526 NW 9TH AVE	2501
	05/07/2024 18:19:32	911 HANGUP	777 JODY LN	9201
	05/07/2024 19:40:53	SICK/INJURED	886 OAK AVE	6301
	05/07/2024 19:51:38	911 HANGUP	102 NE 4TH AVE	9201
KENNETH ZIMMERMAN, 242	05/07/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE	8901
KENNETH ZIMMERMAN, 242	05/08/2024 01:57:41	EXTRA PATROL	654 NW 6TH AVE	8901
TAYLOR VIEU, 232	05/08/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE	8901
ROBERT HANSEN, X133	05/08/2024 07:19:45	TRAFFIC ENFORCEMENT	349 S MARKET BLVD	7001
JASON VOIGT, 201	05/08/2024 07:41:31	TRAFFIC STOP	S MARKET BLVD	7301
	05/08/2024 08:08:58	FIRE-UNKNOWN	826 NW 3RD ST	2501
TREY KILLORAN, K198	05/08/2024 09:01:07	ATTEMPT TO CONTACT	629 NW 10TH AVE	2501
	05/08/2024 11:16:24	SICK/INJURED	332 NW 6TH AVE	6301
TAYLOR VIEU, 232	05/08/2024 11:54:33	SUSPICIOUS VEH	2236 SE 100TH LN	6601
	05/08/2024 12:46:32	911 HANGUP	773 NW 10TH AVE	9201
TAYLOR VIEU, 232	05/08/2024 14:15:43	TRAFFIC ENFORCEMENT	349 S MARKET BLVD	7001
MICHAEL LARGE, T173	05/08/2024 15:05:16	SEX OFFENSE	773 NW 10TH AVE	6204
JOSHUA CALDWELL, 261	05/08/2024 17:05:13	ALARM-COMRCL	13904 SR 471	1402
JOSHUA CALDWELL, 261	05/08/2024 19:18:19	CIVIL	1010 E CENTRAL AVE	3401
JOSHUA CALDWELL, 261	05/08/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE	8901
JOSHUA CALDWELL, 261	05/08/2024 23:31:28	EXTRA PATROL	654 NW 6TH AVE	8901
TAYLOR VIEU, 232	05/09/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE	8901
TAYLOR VIEU, 232	05/09/2024 07:17:19	TRAFFIC ENFORCEMENT	349 S MARKET BLVD	7001
ROBERT HANSEN, X133	05/09/2024 07:27:41	TRAFFIC STOP	NE 2ND ST	7301
ROBERT HANSEN, X133	05/09/2024 07:45:33	TRAFFIC STOP	SE 1ST AVE	7301
TAYLOR VIEU, 232	05/09/2024 07:47:34	TRAFFIC STOP	349 S MARKET BLVD	7301
JASON VOIGT, 201	05/09/2024 07:49:42	TRAFFIC STOP	349 S MARKET BLVD	7301
ARIEL TORRES, 191	05/09/2024 11:18:29	TRAFFIC STOP	349 S MARKET BLVD	7301
SHAWN DECKARD, B126	05/09/2024 12:56:24	CIVIL PROCESS	605 NW 10TH AVE	2201
JOSHUA CALDWELL, 261	05/09/2024 16:55:27	SICK/INJURED	188 NE 1ST ST	6101
CORBIN HRADECKY, 249	05/09/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE	8901
JOSHUA CALDWELL, 261	05/10/2024 02:56:44	EXTRA PATROL	654 NW 6TH AVE	8901
JOSHUA CALDWELL, 261	05/10/2024 03:18:23	EXTRA PATROL	650 NW 3RD ST	8901
ADRIAN SUKHDEO, 215	05/10/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE	8901
MICHAEL LARGE, T173	05/10/2024 12:52:29	DCF/ABUSE REG	773 NW 10TH AVE	1102
	05/10/2024 14:02:12	SICK/INJURED	190 NW 3RD AVE	6301
ADRIAN SUKHDEO, 215	05/10/2024 14:12:46	NARCOTICS	1010 E CENTRAL AVE	6603
SHAWN DECKARD, B126	05/10/2024 14:21:16	CIVIL PROCESS	605 NW 10TH AVE	2201
SHAWN DECKARD, B126	05/10/2024 14:31:17	CIVIL PROCESS	49 SE 1ST ST	2201
SHAWN DECKARD, B126	05/10/2024 14:49:41	CIVIL PROCESS	49 SE 1ST ST	2201

LOUIE CORNELIO, 243	05/10/2024 15:40:24	INFORMATION	577 NW 3RD ST	2501
KENNETH ZIMMERMAN, 242	05/10/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE	8901
KENNETH ZIMMERMAN, 242	05/11/2024 00:08:36	ACCIDENT	SR 471	7702
ADRIAN SUKHDEO, 215	05/11/2024 06:15:01	EXTRA PATROL	447 NW 6TH AVE	8901
	05/11/2024 07:06:38	911 HANGUP	256 NE 1ST ST	9901
	05/11/2024 10:33:07	SICK/INJURED	875 NW 3RD ST	6301
	05/11/2024 16:22:24	911 HANGUP	102 NE 4TH AVE	9201
KENNETH ZIMMERMAN, 242	05/11/2024 20:28:06	NARCOTICS	1010 E CENTRAL AVE	2501
KENNETH ZIMMERMAN, 242	05/11/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE	8901
KENNETH ZIMMERMAN, 242	05/11/2024 22:02:23	DISTURBANCE-NOISE	E C 478	3102
DENNIS HENRY, K148	05/11/2024 22:11:43	DISTURBANCE-NOISE	846 NW 6TH ST	2303
DENNIS HENRY, K148	05/11/2024 22:46:46	DISTURBANCE-NOISE	846 NW 6TH ST	2303
TYLER FROELICH, 194	05/12/2024 00:56:43	TRAFFIC STOP	SE 1ST AVE	7301
	05/12/2024 04:42:54	911 HANGUP	102 NE 4TH AVE	9201
ADRIAN SUKHDEO, 215	05/12/2024 06:15:01	EXTRA PATROL	447 NW 6TH AVE	8901
ADRIAN SUKHDEO, 215	05/12/2024 09:20:35	SICK/INJURED	144 NE 1ST ST	9901
ADRIAN SUKHDEO, 215	05/12/2024 12:46:28	ALARM-COMRCL	486 NW 9TH AVE	1402
	05/12/2024 13:53:00	ALARM FIRE	7478 SR 471	9901
	05/12/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE	8901
KENNETH ZIMMERMAN, 242	05/13/2024 04:49:15	ALARM-COMRCL	486 NW 9TH AVE	1402
JASON VOIGT, 201	05/13/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE	8901
	05/13/2024 08:45:00	911 MISDIAL	102 NE 4TH AVE	9201
	05/13/2024 09:14:07	911 MISDIAL	826 NW 3RD ST	9201
ROBERTH MATA, K143	05/13/2024 09:45:54	SUSPICIOUS INCIDENT	673 NW 10TH AVE	2501
JASON VOIGT, 201	05/13/2024 10:45:22	MENTAL PATIENT	791 NW 4TH ST	2501
JUSTIN WILSON, C141	05/13/2024 11:22:15	SUSPICIOUS VEH	SE 1ST ST	6603
ROBERTH MATA, K143	05/13/2024 13:55:05	EXTRA PATROL	650 NW 3RD ST	8901
JOSHUA CALDWELL, 261	05/13/2024 20:43:50	EXTRA PATROL	650 NW 3RD ST	8901
JOSHUA CALDWELL, 261	05/13/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE	8901
JOSHUA CALDWELL, 261	05/14/2024 02:00:57	911 HANGUP	787 NW 3RD ST	9201
JOSHUA CALDWELL, 261	05/14/2024 02:17:41	EXTRA PATROL	654 NW 6TH AVE	8901
JASON VOIGT, 201	05/14/2024 04:49:28	SUSPICIOUS VEH	1010 E CENTRAL AVE	6603
GLENN WARE, X147	05/14/2024 05:59:28	ACCIDENT	SR 471	7102
JASON VOIGT, 201	05/14/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE	8901
JASON VOIGT, 201	05/14/2024 07:00:59	INFORMATION	1010 E CENTRAL AVE	2501
JASON VOIGT, 201	05/14/2024 08:19:24	SUSPICIOUS PERSON	1010 E CENTRAL AVE	6602
	05/14/2024 10:54:06	ALARM FIRE	486 NW 9TH AVE	3702
JASON VOIGT, 201	05/14/2024 15:22:11	TRAFFIC STOP	NW 7TH AVE	7301
JASON VOIGT, 201	05/14/2024 15:37:57	SUSPICIOUS PERSON	NW 3RD ST	6602
RONDEZ MOORE, X129	05/14/2024 16:27:19	CITIZENS ASSIST	SR 471	2501
JOSHUA CALDWELL, 261	05/14/2024 17:19:00	JUVENILE	1010 E CENTRAL AVE 11	2501
JOSHUA CALDWELL, 261	05/14/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE	8901
JOSHUA CALDWELL, 261	05/14/2024 23:11:25	EXTRA PATROL	650 NW 3RD ST	8901
ADRIAN SUKHDEO, 215	05/15/2024 06:15:01	EXTRA PATROL	447 NW 6TH AVE	8901
ADRIAN SUKHDEO, 215	05/15/2024 07:09:19	THEFT	284 NE 1ST ST	2107
ADRIAN SUKHDEO, 215	05/15/2024 13:21:52	911 HANGUP	174 S MARKET BLVD	9201
JUSTIN ST CLAIR, 210	05/15/2024 18:30:12	OBSTRUCTION ON HWY	SR 471	2501
KENNETH ZIMMERMAN, 242	05/15/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE	8901

KENNETH ZIMMERMAN, 242	05/16/2024 00:42:04	EXTRA PATROL	650 NW 3RD ST	8901
ADRIAN SUKHDEO, 215	05/16/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE	8901
ROBERT HANSEN, X133	05/16/2024 07:32:15	TRAFFIC ENFORCEMENT	349 S MARKET BLVD	7001
CHRISTOPHER ROESEL, D138	05/16/2024 09:08:35	INVESTIGATION FOLLOW	284 NE 1ST ST	3801
MICHAEL LARGE, T173	05/16/2024 13:38:30	MENTAL PT-TRANS	773 NW 10TH AVE	5101
SHAWN DECKARD, B126	05/16/2024 13:54:59	CIVIL PROCESS	234 NE 9TH ST	2201
SHAWN DECKARD, B126	05/16/2024 14:14:58	CIVIL PROCESS	342 SW 1ST ST	2201
SHAWN DECKARD, B126	05/16/2024 14:26:53	CIVIL PROCESS	770 NW 4TH ST	2201
KENNETH ZIMMERMAN, 242	05/16/2024 21:15:05	EXTRA PATROL	447 NW 6TH AVE	8901
JOSEPH TRIA, 202	05/17/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE	5602
	05/17/2024 08:41:46	911 MISDIAL	773 NW 10TH AVE	9201
JENNIFER ADKINS, 182	05/17/2024 09:04:48	STOLEN VEHICLE	CENTER GRADE RD	5701
CHRISTOPHER ROESEL, D138	05/17/2024 09:17:26	INVESTIGATION FOLLOW	284 NE 1ST ST	3801
CALEB ROSS, T139	05/17/2024 13:42:59	INFORMATION	349 S MARKET BLVD	2501
JOSEPH TRIA, 202	05/17/2024 13:54:06	DCF/ABUSE REG	469 N MARKET BLVD	1102
	05/17/2024 15:12:17	SICK/INJURED	1010 E CENTRAL AVE	6301
JOSHUA CALDWELL, 261	05/17/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE	8901
JOSHUA CALDWELL, 261	05/17/2024 21:24:07	DISTURBANCE DOMESTIC	475 NW 10TH AVE	1804
JOSHUA CALDWELL, 261	05/17/2024 22:09:05	DISTURBANCE DOMESTIC	475 NW 10TH AVE	1804
	05/17/2024 22:44:21	DISTURBANCE-NOISE	E C 478	2501
JOSEPH TRIA, 202	05/18/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE	8901
JOSEPH TRIA, 202	05/18/2024 10:03:35	DCF/ABUSE REG	469 N MARKET BLVD	1102
JOSEPH TRIA, 202	05/18/2024 12:59:33	INFORMATION	3840 E C 478 23	4401
	05/18/2024 13:26:28	INFORMATION	2551 CR 740	2501
JESSE BROOKS, S48	05/18/2024 14:18:01	TRAFFIC STOP	N MARKET BLVD	7301
	05/18/2024 14:32:45	ATC -WELFARE CHECK	268 S MARKET BLVD	9901
JOSEPH TRIA, 202	05/18/2024 15:18:43	ASSIST OTHER AGENCY	SR 471	2501
RONDEZ MOORE, X129	05/18/2024 16:13:02	OBSTRUCTION ON HWY	4309 CR 772	4301
	05/18/2024 16:18:46	CITIZENS ASSIST	SR 471	9901
	05/18/2024 16:35:52	CITIZENS ASSIST	CENTER GRADE RD	2501
JOSHUA CALDWELL, 261	05/18/2024 17:56:20	UNK REFUSED REF	1010 E CENTRAL AVE 23	3801
JOSHUA CALDWELL, 261	05/18/2024 18:31:01	ATTEMPT TO CONTACT	475 NW 10TH AVE	2501
JOSHUA CALDWELL, 261	05/18/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE	8901
JOSHUA CALDWELL, 261	05/18/2024 23:27:54	DISTURBANCE-UNK	445 NW 10TH AVE	2702
	05/18/2024 23:30:36	DISTURBANCE-UNK	445 NW 10TH AVE	9901
JOSEPH TRIA, 202	05/19/2024 06:15:01	EXTRA PATROL	447 NW 6TH AVE	5602
ROBERTH MATA, K143	05/19/2024 12:22:19	INVESTIGATION FOLLOW	475 NW 10TH AVE	3801
JOSHUA CALDWELL, 261	05/19/2024 21:15:00	EXTRA PATROL	447 NW 6TH AVE	8901
ADRIAN SUKHDEO, 215	05/20/2024 05:43:23	SUSPICIOUS PERSON	542 S MARKET BLVD	2501
ADRIAN SUKHDEO, 215	05/20/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE	8901
ADRIAN SUKHDEO, 215	05/20/2024 07:57:35	DISTURBANCE-PHYSICAL	36 NW 3RD AVE	1804
ADRIAN SUKHDEO, 215	05/20/2024 08:32:33	MENTAL PT-TRANS	36 NW 3RD AVE	5101
PETER GLIM, S44	05/20/2024 13:12:58	CITIZENS ASSIST	SE 3RD AVE	2501
ADRIAN SUKHDEO, 215	05/20/2024 14:02:21	DCF/ABUSE REG	36 NW 3RD AVE	3801
CHANCE ROSA, Z186	05/20/2024 19:18:06	TRAFFIC STOP	NW 6TH AVE	7301
KENNETH ZIMMERMAN, 242	05/20/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE	8901
	05/21/2024 05:58:35	911 HANGUP	102 NE 4TH AVE	9201
ADRIAN SUKHDEO, 215	05/21/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE	8901

ROBERT HANSEN, X133	05/21/2024 07:32:19	TRAFFIC ENFORCEMENT	349 S MARKET BLVD	7001
ROBERT HANSEN, X133	05/21/2024 07:40:16	TRAFFIC STOP	NE 1ST ST	7301
ROBERT VACHON, 246	05/21/2024 09:03:43	SUSPICIOUS INCIDENT	SOUTH GRADE RD	6601
DERRICK CANNA, K174	05/21/2024 09:56:41	TRAFFIC STOP	2810 C 478A	7301
JOSEPH TRIA, 202	05/21/2024 10:00:04	TRAFFIC STOP	S MARKET BLVD	7301
JUSTIN WILSON, C141	05/21/2024 12:49:53	TRAFFIC STOP	SE 4TH ST	7301
ADRIAN SUKHDEO, 215	05/21/2024 13:23:55	FCIC/NCIC HIT	349 S MARKET BLVD	8801
CALEB ROSS, T139	05/21/2024 13:52:56	DCF/ABUSE REG	349 S MARKET BLVD	6101
KENNETH ZIMMERMAN, 242	05/21/2024 18:11:29	CIVIL	2236 SE 100TH LN	2501
KENNETH ZIMMERMAN, 242	05/21/2024 20:58:22	THREATS	1010 E CENTRAL AVE 11	3101
FRANCO GESTRO, 248	05/21/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE	8901
JENNIFER ADKINS, 182	05/22/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE	5602
ROBERT HANSEN, X133	05/22/2024 07:18:58	TRAFFIC ENFORCEMENT	349 S MARKET BLVD	7001
ROBERT HANSEN, X133	05/22/2024 08:38:17	TRAFFIC ENFORCEMENT	773 NW 10TH AVE	7001
JENNIFER ADKINS, 182	05/22/2024 09:46:03	PHONE COMPLT	263 NE 2ND ST	2501
SHAWN DECKARD, B126	05/22/2024 12:34:04	CIVIL PROCESS	773 NW 10TH AVE	2201
	05/22/2024 14:36:38	911 MISDIAL	349 S MARKET BLVD	9201
CHRISTOPHER MCPETERS, S55	05/22/2024 20:36:05	JUVENILE	7052 SR 471	2501
JOSHUA CALDWELL, 261	05/22/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE	8901
	05/23/2024 00:48:01	SICK/INJURED	264 SW 6TH ST	6301
JOSHUA CALDWELL, 261	05/23/2024 03:10:53	ATC -WELFARE CHECK	9009 OAK ALLEY BLVD 64	2501
JENNIFER ADKINS, 182	05/23/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE	5602
SHAWN DECKARD, B126	05/23/2024 08:18:59	CIVIL PROCESS	773 NW 10TH AVE	2201
ROBERT HANSEN, X133	05/23/2024 08:29:10	TRAFFIC ENFORCEMENT	773 NW 10TH AVE	7001
JENNIFER ADKINS, 182	05/23/2024 10:02:43	ATTEMPT TO CONTACT	9009 OAK ALLEY BLVD 54	2501
CHANCE ROSA, Z186	05/23/2024 10:10:19	TRAFFIC STOP	SE 1ST AVE	7301
JENNIFER ADKINS, 182	05/23/2024 11:06:05	911 HANGUP	738 NW 6TH ST	9201
DAVID KELLY, 212	05/23/2024 11:33:13	TRAFFIC STOP	349 S MARKET BLVD	7301
CALEB ROSS, T139	05/23/2024 12:56:15	INFORMATION	349 S MARKET BLVD	2501
JEAN SILVA, X146	05/23/2024 13:18:19	TRAFFIC STOP	349 S MARKET BLVD	7301
ADRIAN SUKHDEO, 215	05/23/2024 13:37:41	TRAFFIC STOP	349 S MARKET BLVD	7301
RICHARD PETERS, K188	05/23/2024 13:51:56	SUSPICIOUS PERSON	NW 6TH AVE	6602
JOSEPH TRIA, 202	05/23/2024 13:55:42	DCF/ABUSE REG	773 NW 10TH AVE	1102
TYLER THOMPSON, Z193	05/23/2024 14:15:55	TRAFFIC STOP	S MARKET BLVD	7301
RONDEZ MOORE, X129	05/23/2024 15:36:05	HIT AND RUN	13904 SR 471	7105
JENNIFER ADKINS, 182	05/23/2024 16:22:21	911 HANGUP	624 NW 3RD ST	9201
STEVEN NEUMANN, 184	05/23/2024 16:27:03	CRIMINAL MISCHIEF	2884 SE 75TH AVE	2702
RONDEZ MOORE, X129	05/23/2024 17:07:46	PHONE COMPLT	13904 SR 471	7105
	05/23/2024 21:15:01	EXTRA PATROL	447 NW 6TH AVE	8901
ADRIAN SUKHDEO, 215	05/24/2024 06:15:00	EXTRA PATROL	447 NW 6TH AVE	8901

CURRENT CODE CASES - JUNE 2024

Number	Tag	Location	Status	Status Code	Initiated By	Initiated Date
CE-23-05099	Q31D024 Sowinski (UNPAID FEES/LIEN)	854 OAK AVE, WEBSTER, FL 33597	FOF	OPEN	Emily.Estep	2023-03-28 09:13 AM
CE-23-11733	N36B104 GAVIN (GRINDER PUMP)	871 NW 6TH ST, WEBSTER, FL 33597	FOF	OPEN	Emily.Estep	2023-07-12 09:28 AM
CE-23-20662	N36B110 Rivera (SHED W/O PERMIT)	814 NW 5TH ST, WEBSTER, FL 33597	RFH	OPEN	Ashley.Evans	2023-12-21 10:12 AM
CE-24-01165	Q30-009 Hernandez (CONTAINERS)	8243 SR 471, Webster, FL	RFH	OPEN	jared.oberholtzer	2024-01-24 10:30 AM



City of Webster Monthly Newsletter



City Manager's Office

Deanna Naugler, City Manager



The City Manager's Office is pleased to present the City of Webster monthly newsletter which is produced for the Webster City Council, city residents, businesses and other interested readers. This report contains information of the City's monthly operational and financial activity for the month along with highlights. The Business Report provides two (2) sections of reporting: □ Operational Activity – A summary of operational activities/accomplishments and the progress of significant projects reported by each city department. □ Financial Activity – A summary of revenues and expenditures for the City's most active funds. This newsletter strives to provide an informative view into the City's monthly activities. It is the City Manager's intent to produce a newsletter that is informative and useful to all who live, work and recreate in the City of Webster.

Personnel

The City Manager's department personnel status for the month is as follows:

Number of Authorized Positions	Full-time filled positions	Full-time open positions	Part-time filled
8.5	8	0	1

Important Dates:

- 06/17 Pollinator Week
- 06/21 Utility Turn-off for non-payment
- 07/04 Independence Day Holiday
- 07/15 Utility Payment Deadline to prevent late fees
- 07/18 6pm City Council Meeting City Hall



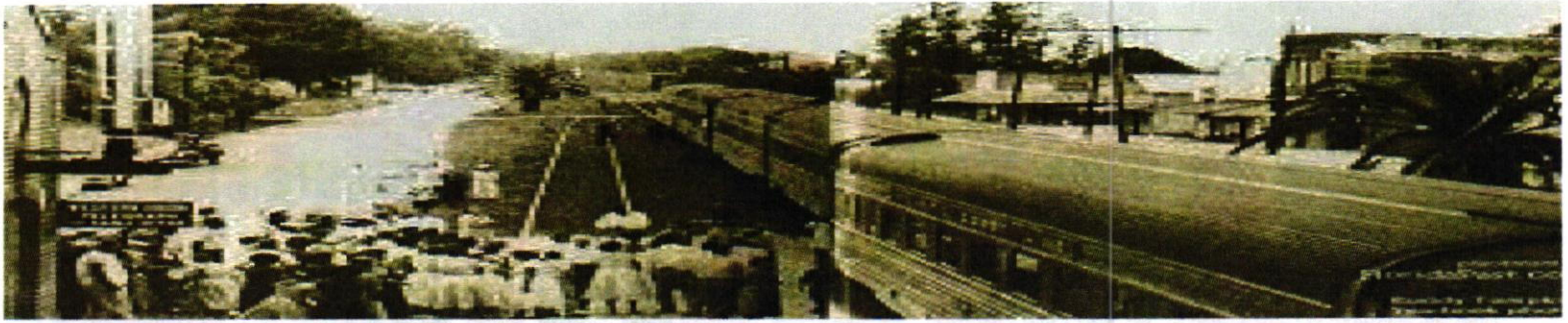
National Candy Day is a delightful observance that pays tribute to the mouthwatering world of candies. It's a day when people across the United States and beyond come together to celebrate and enjoy their favorite sweet confections.



GUIDE TO MEDICAID IN FLORIDA

<https://www.singlecare.com/blog/florida-medicaid-guide/>

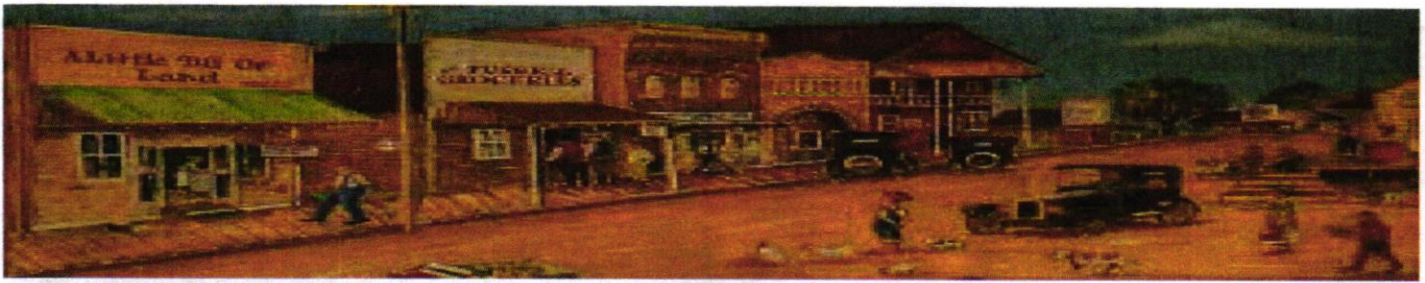
Guide to Medicaid in Florida
 Everything you need to know to receive free or low-cost health services from Florida Medicaid, including how to apply, including eligibility, restrictions, coverage, and more.
www.singlecare.com



Operational Activities—Administration

On-line payment processing—128	Notaries—5
In office Payment Processing—369	Faxes—4
New Accounts—2	Copy Requests—9
Closed Accounts—1	Public Records Request—10
Late Fee Assessments—130	Community Hall Rental—2
Turn-offs—39	Container Permit Renewals—0
Locates—19	Business License Processed—9
Work orders created—145	New Account Impact Fees—0
Work Orders closed—142	New Code Enforcement Cases—0
Utility Batches/Balancing—40	Follow-up on existing Code Enforcement Cases—3
Checks Processed for Payments—44	Code Enforcement Liens—0
Purchase Orders—64	Code Enforcement Foreclosures—0

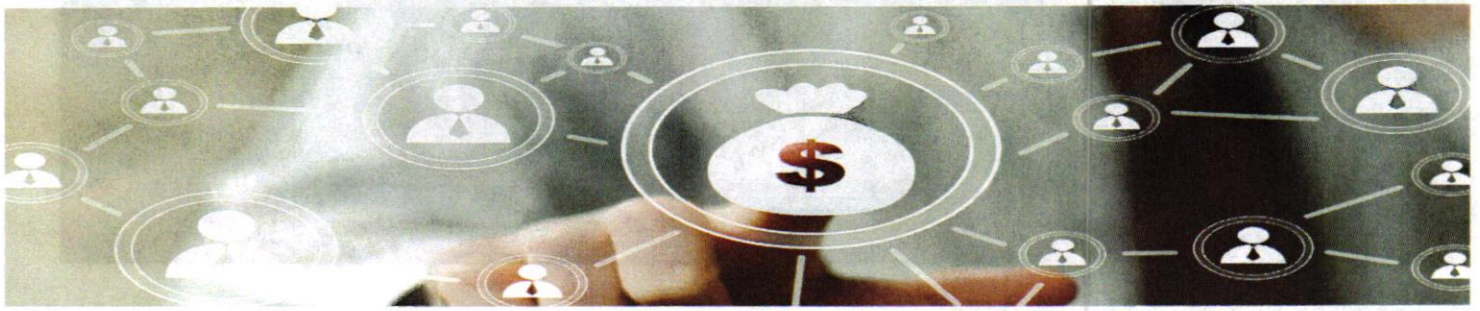
- Entered Meter Reads and processed utility bills for 520 utility accounts
- Reviewed Waste Management Bill for accuracy of billed/type of accounts
- Processed Bureau of Labor and Statistics Report
- Worked with council members and city attorney for ordinances related to the city
- Opened and disbursed incoming mail
- Created/Processed P&Z minutes and Council agendas, minutes, and packets
- Attended City Manager meeting with County and other municipalities
- Discussions/meetings with County, Public and Developers on upcoming ordinances
- Verifying charges on invoices for payment, matching receipts for fuel and creating payments
- Entering GL Entries for all income on FLAIR Report
- Entering any GL Entries for payments processed electronically
- Updating the Utilities (Duke/SECO) spreadsheet
- Doing PO's for monthly recurring payments
- Reconciliation or verification of income and expenses on bank statements
- Scanning of all documents pertaining to GL Entry and Payments processed
- Verification of correct documents, amounts, etc. for daily deposits
- Helping to verify charges and reimbursements on credit cards
- Prepare Finance Report for monthly Council meeting
- Processing payroll checks for all employees
- Calculate and enter 941 tax payments for payroll period
- Completing GL entry for 941 taxes and FRS paid
- Verifying and entering FRS Monthly payment for employees
- Processing Council checks and direct deposits
- Review and update transfers for City of Bushnell Utilities and update spreadsheet
- Updated a monthly staff report for Admin
- Work with county and cities on JPA modification
- Working with county on Grinder Pump Replacement project
- Working with county and cities on JPA and USA modifications
- Attended Neptune Webinar meeting
- Attended Tax Deed Sale
- Attend Scholarship Ceremony for High School
- Attend Fairgrounds/County Strategic Planning Meetings
- Work on getting new uniforms for Public Works



Operational Activities—Public Works

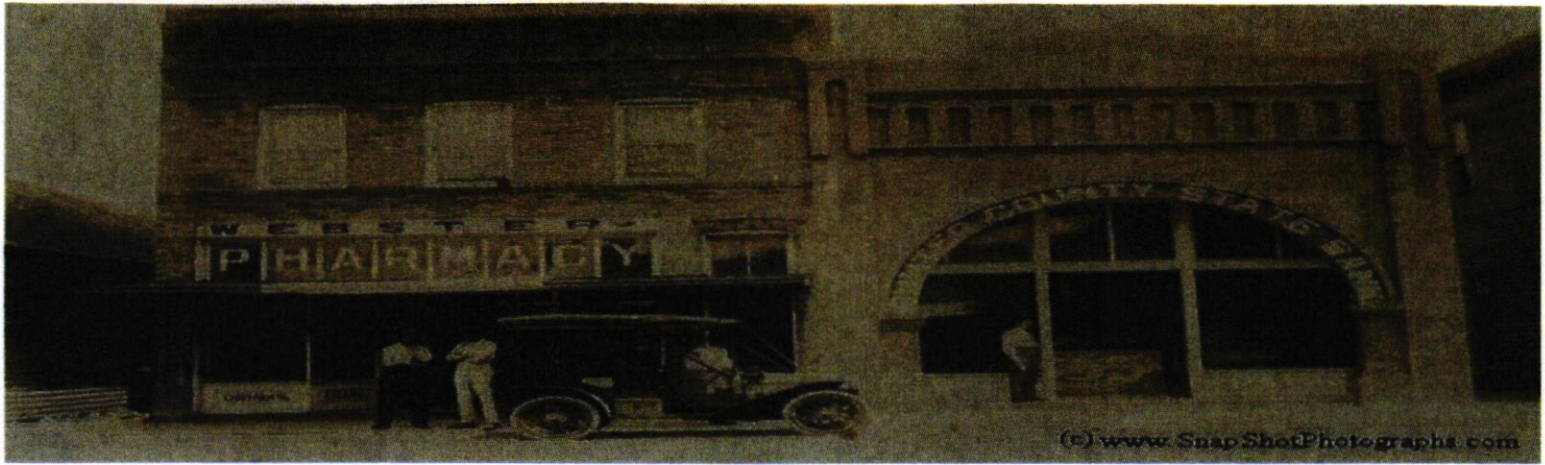
Work orders processed—142
Utility turn-off —39
Utility account turn-on—32
Locates—19
Other—52

- Right of way trimming around the city continuous throughout the month.
- Used automatic meter reading system to conduct Data logs of various meters throughout the city. Doing this enables Public Works staff to better explain water usage to the customer.
- Automatic meter reading system used to do meter reading.
- Construction of Multi use path in progress on Hwy 471. Had multiple site visits with Ranger Construction to resolve issues that arose.
- Performed routine service on public works trucks and mowers. Sharpened blades.
- Checked chemical levels at North and South wells.
- Ran portable generators to ensure they work properly. North well generator and Master Lift station generator need repairs performed.
- Lift station route ran two times each week of the month to ensure proper operation and document station operations.
- Park checks conducted daily at Sam Harris Park and Hewitt Park to ensure areas are clean and address any issues.
- Extra garbage and debris pick-up around the city.
- Monthly Webster/Bushnell Interconnect sample for sewer.
- Attended virtual progress meetings for multiuse path on SR 471.
- Met with several customers to discuss concerns about their water use.
- Water turn-offs for non-payment.
- Turn Ons after repayment.
- Fire hydrant flushing continued throughout the city. This is to ensure all water lines are flushed and chemical residual levels are within normal range.
- Contacted contractors for quotes for sewer line lateral installation for a new mobile home on SW 1st St. The lot where the mobile home is located did not have a sewer lateral installed when the sewer system was originally installed by the city.
- RCM assisted with a clogged sewer main at 826NW 3rd St.
- SERCAP conducted GIS mapping of wastewater system throughout the city.
- Contacted Tim Norman to gather information on city lift station requirements.
- Gathered information about water service parts used by the city.
- MidSouth Inc. on site to provide a quote for sewer lateral on SW 1st St.
- Attended Job Fair for Career Source of Florida in Sumterville.
- The water tower and hydro tank at North Well were pressure washed and inside cleaned and disinfected.
- Received grinder pump parts for 871 NW 6th St. (Gavin). Installed new pump, float, and panel.
- Mowed Hewitt and Sam Harris Park and ball fields.
- All right of ways mowed throughout the city.
- Met with Engineered Spray Solutions about their product for lift station wet well coating.
- Provided local realtor with water and sewer availability for a property near the city.
- Check the new trail to ensure Ranger Construction has uncovered/exposed all water and sewer valves. Ranger Construction was contacted about a few valves that need addressing.



REVENUE AND LOSS 2024

FUND	REVENUE	May
101	GENERAL FUND	\$66,577.91
104	TRANSPORTATION	\$3,763.14
105	CDBG GRANT	\$0.00
430	WATER	\$21,980.05
440	GARBAGE	\$19,109.18
450	SEWER	\$37,178.45
460	IMPACT FEES	
	TOTAL REVENUE	\$148,608.73
	EXPENSE	
101-1011	GENERAL FUND-ADMIN	\$27,700.01
101-2021	GENERAL FUND-SCSO	\$13,889.32
101-7072	GENERAL FUND-PUBLIC WORKS	\$13,920.57
104	TRANSPORTATION	\$5,045.53
105	CDBG GRANT	-\$18.52
430	WATER	\$14,652.20
440	GARBAGE	\$19,544.53
450	SEWER	\$43,256.51
460	IMPACT FEES	\$12.29
	TOTAL EXPENSE	\$137,990.15
	REVENUE/LOSS	\$10,618.58



Remember when.....



The City of Webster Commission recently passed a resolution renaming the Webster Memorial Park to the Sam S. Harris Sports Complex.

Page 12, Sumter County (FL) Times, Thursday, July 26, 2001

Webster honors Sam Harris

The City of Webster Commission recently passed a resolution renaming the Webster Memorial Park to the Sam S. Harris Sports Complex.

Harris passed away on March 7, after several years of failing health. He had been a former city commissioner and mayor. He was instrumental in establishing the park with the help of many interested citizens who volunteered many hours to the project.

Some of the families who were involved were: Henry Boyd's, Harold Dobson's, R. C. Foote's, James Fussell's, Tommy Locke's, Munson

Ray's to mention a few. Recently, help for the park has come from Robert Rinker (former Mayor), County Commissioner Robin Cox, The Sparkman Foundation and the Villages Foundation.

The complex now consists of three baseball fields, a T-ball field, two concession stands, a basketball court, tennis court, playground area and picnic area. The basketball court, tennis court, playground and picnic area is in need of being refurbished. The city is looking into future grants and possible assistance from the County Commission.

The re-dedication was held at 6 p.m., Tuesday, July 10, in front of a temporary sign at the complex. Webster Police Chief Dennis L. Johnson and his wife, Janet Johnson brought the issue before the City Commission after the death of Sam Harris. The name change was agreed upon unanimously by the city commissioners.

Refreshments were served at the City Hall following the brief ceremony. Copies of the resolution were given to family members. A permanent sign and more landscaping at the sign's base will be done in the near future.

ORDINANCE 2024-12

AN ORDINANCE OF THE CITY OF WEBSTER, FLORIDA AMENDING THE CITY OF WEBSTER'S LAND DEVELOPMENT CODE, ARTICLES II, III, V AND VII; AMENDING SUCH SECTIONS TO BRING THE REGULATIONS INTO COMPLIANCE WITH THE CURRENT FEMA-APPROVED, CODE-COMPANION FLOODPLAIN MANAGEMENT ORDINANCE FOR FLORIDA COMMUNITIES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS AND REPEALER AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

WHEREAS, the City of Webster Land Development Code is a comprehensive compilation of local laws and regulations that are enforced by the City of Webster, and which outlines the rules and regulations that govern development within the City of Webster; and

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

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

WHEREAS, the City Council has determined that the City's Land Development Code should be amended to adhere to the State of Florida's Floodplain Management requirements, including those requirements for the State of Florida's Community Rating System.

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

SECTION 1. LEGISLATIVE FINDINGS AND INTENT; PURPOSE.

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

The purpose of this Ordinance is to amend certain provisions of the City of Webster Land Development Code regarding Floodplain Management so that the City's Land Development Code adheres to the State of Florida's Floodplain Management requirements, including those requirements for the State of Florida's Community Rating System.

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

SECTION 2. AUTHORITY.

Pursuant to Article VIII, Section I of the Florida Constitution and Section 166.021

of the Florida Statutes, the City of Webster City Council has all powers of local self-government to perform city functions and render city services and facilities except when prohibited by law, including the authority to establish and amend its Code of Ordinances, including its Land Development Code.

SECTION 3. AMENDMENT TO CITY OF WEBSTER LAND DEVELOPMENT CODE.

The City Council of the City of Webster hereby amends the Webster Land Development Code, specifically amending as follows: words with underlined type shall constitute additions to the original text, strike-through shall constitute deletions to the original text and *** shall constitute ellipses to the original text.

SECTION 4. AMENDMENT TO LAND DEVELOPMENT CODE, ARTICLE II – DEFINITIONS, SEC. 13-200 - DEFINITIONS.

Article II - Definitions, Sec. 13-200 – Definitions - is hereby amended by amending certain definitions, adding certain definitions and deleting certain definitions as follows:

Existing building means a building lawfully erected prior to the effective date of this Code, or one for which a legal building permit has been issued and activated in the time period specified. For the purposes of floodplain management, the definition of "existing building" shall be any buildings and structures for which the "start of construction" commenced before the effective date (~~March 15, 1982~~ July 1, 1987) of the City's first flood plain management code, ordinance or standard.

~~*Existing manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before March 15, 1982.~~

~~*Expansion to an existing manufactured home park or subdivision* means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of~~

utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Functionally dependent facility use means a *facility use* which cannot be used for its intended purpose unless it is located or carried out in close proximity to water, such as a marina and/or fish camp. For floodplain management purposes this definition includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term Term does not include long-term storage, manufacture, sales, or service facilities.

Historic structure means any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 12 44 Historic Buildings.

Letter of map change (LOMC) means an official determination issued by FEMA that amends or revises an effective flood insurance rate map or flood insurance study. Letters of map change include:

(1) *Letter of map amendment (LOMA)* means an amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective flood insurance rate map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

(2) *Letter of map revision (LOMR)* means a revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

(3) *Letter of map revision based on fill (LOMR-F)* means a determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

(4) *Letter of map revision (conditional)—(CLOMR)* means a formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective flood insurance rate map or flood insurance study; upon submission and approval of certified as-built documentation, a letter of map revision may be issued by FEMA to revise the effective FIRM.

Manufactured home. See Mobile Home.

~~Market value means the price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this chapter, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, the actual cash value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) determined by a qualified independent appraiser, or tax assessment value adjusted to approximate market value by a factor provided by the county property appraiser.~~

~~New construction means structures or substantial improvements for which the "start of construction" occurred on or after the effective date of this Code. For the purposes of floodplain management and the flood resistant construction requirements of the Florida Building Code, the definition of "new construction" structures for which the "start of construction" commenced on or after March 15, 1982 July 1, 1987 and includes any subsequent improvements to such structures.~~

~~New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after March 15, 1982.~~

~~Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.~~

**SECTION 5. AMENDMENT TO LAND DEVELOPMENT CODE ARTICLE III –
ADMINISTRATION, DIVISION 1 – APPROVING AUTHORITIES, SEC. 13-303 –
DEVELOPMENT STAFF.**

**Article III - Administration, Division 1 – Approving Authorities, Sec. 13-303
Development Staff - is hereby amended as follows:**

Sec. 13-303. Development staff.

(a) ~~Development services director.~~ Planning Manager

(1) *Establishment and purpose.* The council shall employ a person as Planning Manager ~~development services director~~ (or other relevant title, and herein referred to as "director Planning Manager") who shall have primary responsibility for administering, interpreting and enforcing this Code and related codes and laws, except as otherwise specifically provided for herein, and to serve as administrator of the department.

(2) *Duties.* The ~~director~~ Planning Manager shall administer and enforce this Code and other regulations and codes pertaining to the subject matter hereof. The ~~director~~ Planning Manager may delegate duties and responsibilities to staff. The duties and responsibilities of the ~~director~~ Planning Manager shall include, but are not necessarily limited to, the following:

- a. Review all applications for amendments and permits for completeness.
- b. Schedule public hearings and meetings and cause public notice of the same, as required by law.
- c. Recommend or act upon applications for amendments and permits as specified in this article.
- d. Collect all fees required and transmit same to the city clerk for disposition as required by law.
- e. Acting as floodplain administrator, is authorized to administer and enforce the provisions of the Floodplain Management Ordinance contained in this Code. The floodplain administrator shall have the authority to perform or delegate those duties described in article VII.
- f. Other actions pertaining to the administration and enforcement of this Code and other related codes.

SECTION 6. AMENDMENT TO LAND DEVELOPMENT CODE, ARTICLE III – ADMINISTRATION, DIVISION 5 – DEVELOPMENT PERMITS, SEC. 13-340 - GENERAL.

Article III - Administration, Division 5 – Development Permits, Sec. 13-340 - General, is hereby amended as follows:

Sec. 13-340 – General

(6) *Floodplain development permit.*

a. Any owner or owner's authorized agent who intends to undertake any development activities which are wholly within or partially within any flood hazard area shall obtain the required permits and approvals consistent with article VII. Floodplain development permits or approvals may be incorporated, or combined, with other development permits and approvals.

b. Depending on the nature and extent of proposed development that includes buildings or structures subject to Florida Building Code standards, the floodplain administrator may determine that a floodplain development permit or approval is required as part of a building permit.

c. *Submission materials.* An application, in a format provided by the floodplain administrator, and other materials as necessary to demonstrate compliance with floodplain management standards, are required for each permit application.

d. The floodplain administrator is authorized to waive the submission of site plans, construction documents, and other data that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with floodplain development standards contained in this Code.

SECTION 7. AMENDMENT TO LAND DEVELOPMENT CODE, ARTICLE III – ADMINISTRATION, DIVISION 7 – APPEALS AND VARIANCES, SEC. 13-372 – FLOODPLAIN VARIANCES.

Article III - Administration, Division 7 – Appeals and Variances, Sec. 13-372 – Floodplain Variances is hereby amended as follows:

Sec. 13-372. Floodplain variances.

(a) *Authority to grant floodplain variances.* The council shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in Subsection (d) below, the conditions of issuance set forth in Subsection (e) below, and the comments and

recommendations of the floodplain administrator and the building official. The planning and zoning board has the right to attach such conditions as it deems necessary to further the purposes and objectives of this Code.

(1) *Restrictions in floodways.* A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in article VII.

(b) *Historic buildings.* A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building, Chapter-44 12 Historic Buildings, upon a determination that the improvements will not preclude the building's historic status and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.

(4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the floodplain administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as \$25 for \$100 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

SECTION 8. AMENDMENT TO LAND DEVELOPMENT CODE, ARTICLE V – GENERAL DEVELOPMENT STANDARDS, DIVISION 7 – FLOODPLAIN DEVELOPMENT STANDARDS, SEC. 13-550 – FLOOD RESISTANT DEVELOPMENT.

Article V - General Development Standards, Division 7 – Floodplain Development Standards, Sec. 13-550 – Flood Resistant Development is hereby amended as follows:

DIVISION 7. RESERVED FLOODPLAIN DEVELOPMENT STANDARDS

Sec. 13-550. Flood resistant development.

The development standards of this division and article VII, as well as the Florida Building Code, shall apply to all flood hazard area (see section 13-801(c)) within the incorporated area of the City of Webster. Terms within this division shall have the meanings ascribed to them in article VII when applied within a flood hazard area.

(1) ~~*Development permits.*~~ No development approval or permit may be issued for any development within a floodplain or floodway until the issuing authority has reviewed the plans for any such development to assure that:

a. ~~The proposed development is consistent with the need to minimize flood damage, and~~

b. ~~All public utilities and facilities such as sewer, gas, electrical and water systems are located and constructed to minimize or eliminate flood damage, and~~

c. ~~Adequate drainage is provided to minimize or reduce exposure to flood hazards, and~~

d. ~~Proposed development is consistent with the standards contained in chapter 9, of the Sumter County Code of Ordinances.~~

(2) ~~*Provisions for flood hazard reduction.*~~

~~a. *Design and construction of buildings and structures exempt from the Florida Building Code.*~~ Pursuant to section 13-340(b)(6) of this Code, buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the requirements of article VII.

b. ~~*Subdivisions.*~~

1. ~~All new subdivisions of more than five lots, including proposals for manufactured home parks and subdivisions shall be reviewed to determine that:~~

a) ~~Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;~~

b) ~~All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize flood damage;~~

~~e) Adequate drainage is provided to reduce exposure to flood hazards;~~

~~d) Individual lots/parcels provide an adequate upland area suitable for the proposed use;~~

~~e) The proposed subdivision meets floodplain management standards contained in article VII.~~

~~2. Where any portion of a proposed platted subdivision, exempt subdivision of more than five lots or greater than five acres in size, or planned urban development, lies within a flood hazard area, the following shall be provided:~~

~~a) Delineation of flood hazard areas, floodway boundaries and flood zones.~~

~~b) Design flood elevations shall be shown on preliminary plans and recorded plats, exempted subdivision plans, or planned urban development plans. Design flood elevations shall be established in accordance with the procedures provided in article VII.~~

~~c. *Site improvements, utilities, and limitations.*~~

~~1. *Surveys.* The location of new and substantially improved structures subject to the standards of the Florida Building Code, shall be accurately sited on the property. At the time of development, a survey prepared and certified by a Florida licensed surveyor shall be provided documenting the locations of new and existing structures subject to the standards of the Florida Building Code, positioned within the flood hazard area.~~

~~2. *Utilities.* Development proposals shall have utilities and facilities such as sewer, gas, electrical and water systems located and constructed in compliance with article VII.~~

~~3. *Limitations on placement of fill.* Subject to the limitations of article VII, fill shall be designed to be stable under conditions of flooding and if intended to support buildings and structures, fill shall comply with the requirements of the Florida Building Code.~~

~~a) *Filling.* Any filling within a flood hazard area that causes displacement of the base flood shall be mitigated, except as provided below, by providing on the same parcel on which the filling occurs, and within the same overlay zone, an excavation of a volume at least equal to the base flood displaced or by obtaining~~

~~a FEMA letter of map revision (LOMR). Excavation below the seasonal high water table may not be used in the volume computation.~~

~~1) — Lawful parcels of record on February 3, 1992, of one-half acre or less in area shall be exempt from the requirements of this subsection provided the use of fill complies with the requirements of the Florida Building Code and article VII of this Code and is only that required for the principal structure, and drainfields constructed to comply with F.A.C. ch. 64E-6.~~

~~2) — Filling within a flood hazard area that are part of a development with an approved unified drainage system shall be allowed without compensating excavation, provided the unified system results in no net loss in base flood storage capacity, and provided the base flood is only raised within flood hazard area completely with the development.~~

~~b) — No lot or parcel shall be filled to partially or fully achieve the base flood elevation where such filling results in fill slopes steeper than 6:1 when terminated at a distance less than ten feet from adjoining R/W or property lines, or where by such filling, the stormwater management provisions of this Code are violated.~~

~~4. — Placement of recreational vehicles and park trailers shall meet the requirements of section 13-814.~~

~~5. — Pollutant storage tanks and storage of regulated materials:~~

~~a) — Storage tanks subject to F.A.C. ch. 62-761 or 62-762 shall meet the standards of section 13-815 of this Code.~~

~~b) — Hazardous waste treatment facilities and petroleum contaminated soil treatment facilities subject to section 13-641, shall locate all operating, storage, and treatment areas at least one foot above the 100-year flood elevation.~~

~~6. — Other development. All development for which specific provisions are not specified in this section shall meet the requirements of section 13-816.~~

~~Sec. 13-551. Acknowledgment, warning and disclaimer of liability.~~

- (a) ~~*Acknowledgment.* Prior to issuance of a permit for development within the floodplain, the property owner shall be required to execute an affidavit acknowledging his/her knowledge that subject development is within the floodplain.~~
- (b) ~~*Warning and disclaimer of liability.* The degree of flood protection required by the standards of this division is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may also be increased by man-made or natural causes. Consequently, these regulations do not imply that land outside the floodplain and floodway overlay zones, or uses permitted within such zones will be free from flooding or flood damage. These regulations shall not create liability on the part of the council, or by any officer or employee thereof, for any flood damages that result from reliance on these regulations or any administrative decision lawfully made thereunder.~~

Secs. 13-552—13-559. Reserved.

SECTION 9. AMENDMENT TO LAND DEVELOPMENT CODE, ARTICLE VII – FLOODPLAIN MANAGEMENT, DIVISION 1 - ADMINISTRATION, SEC. 13-701 APPLICABILITY AND SEC. 13-702 - DUTIES AND POWERS OF FLOODPLAIN ADMINISTRATOR.

Article VII - Floodplain Management, Division 1- Administration, Sec. 13-701 - Applicability and Sec. 13-702 – Duties and Powers of Floodplain Administrator are hereby amended as follows:

Sec. 13-701. Applicability.

- (a) *General.* Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.
- (b) *Areas to which this article applies.* This article shall apply to all flood hazard areas within the City, as established in Subsection (c) below.
- (c) *Basis for establishing flood hazard areas.* The Flood Insurance Study for Sumter County, Florida and Incorporated Areas dated June 5, 2020 ~~September 27, 2013~~, and all subsequent amendments and revisions, and the accompanying flood insurance rate maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this article and shall serve as the minimum basis for establishing

flood hazard areas. Studies and maps that establish flood hazard areas are on file at the Sumter County Planning and Development Division.

Sec. 13-702. Duties and powers of the floodplain administrator.

- (a) *Designation.* The director of the division of development services (the Planning Manager) is designated as the floodplain administrator. The floodplain administrator may delegate performance of certain duties to other employees.

SECTION 10. AMENDMENT TO LAND DEVELOPMENT CODE, ARTICLE VII – FLOODPLAIN MANAGEMENT, DIVISION 2 - FLOOD RESISTANT DEVELOPMENT, SEC. 13-733 MANUFACTURED HOMES.

Article VII - Floodplain Management, Division 2- Floodplain Resistant Development, Sec. 13-733 - Manufactured homes is hereby amended as follows:

Sec. 13-733. Manufactured homes.

- (d) *Elevation.* Manufactured homes that are placed, replaced, or substantially improved shall be elevated such that the bottom of the frame is at or above the elevation required in the Florida Building Code, Residential Section R3222.2 (Zone A) with subsection (d)(1) or (d)(2), as applicable.

~~(1) — *General elevation requirement.* Unless subject to the requirements of subsection (d)(2), all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (Zone A).~~

~~(2) — *Elevation requirement for certain existing manufactured home parks and subdivisions.* Manufactured homes that are not subject to subsection (d)(1), including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home~~

~~park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:~~

~~a. Bottom of the frame of the manufactured home is at or above the elevation required in the Florida Building Code, Residential Section R322.2 (Zone A); or~~

~~b. Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.~~

- (e) *Enclosures.* Enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, Residential Section R322 for such enclosed areas.
- (f) *Utility equipment.* Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential Section R322.

SECTION 11. APPLICABILITY.

For the purposes of jurisdictional applicability, this ordinance shall apply in all areas within the City of Webster. This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the effective date of this ordinance.

SECTION 12. CODIFICATION; SCRIVENER'S ERRORS.

It is the intention of the City Council, and it is hereby ordained, that the provisions of this Ordinance shall be reflected and made a part of the City of Webster Code of Ordinances and the word "Ordinance," or similar words may be changed to "section," "article," or other appropriate word or phrase and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted

liberal authority to make such changes and to rescind those sections of the Code declared null and void as set forth herein.

Sections 4 through 10 of this Ordinance shall be codified, and all other sections shall not be codified.

Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

SECTION 13. IMPLEMENTING ADMINISTRATIVE ACTIONS.

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

SECTION 14. CONFLICTS AND REPEALER.

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

SECTION 15. 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 16. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon enactment.

PASSED AND ENACTED this ____ day of _____, 2024.

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

Anagalys Vigoa, Mayor

ATTEST:

**APPROVED AS TO FORM AND
LEGALITY:**

Amy Flood, City Clerk

William L. Colbert, City Attorney