

TOWN COUNCIL FOR THE TOWN OF WHITE SPRINGS, FLORIDA

RULES OF DECORUM

1. Town councilors, Town staff, members of the public, and any other person speaking during any meeting of the Council shall be respectful to the Council and all others and shall refrain from making personal attacks of any kind. Any person who becomes disorderly or fails to confine remarks to the identified subject or business at hand shall be cautioned by the presiding officer and given the opportunity to conclude remarks on the subject in a decorous manner within the designated time limit. Any person failing to comply as cautioned may be found to be out of order. An individual found to be out of order shall not address the Council for the remainder of the meeting unless permission is granted by a majority vote of the Councilors present.
2. If an individual is found to be out of order, he or she shall immediately relinquish the podium. If the person does not do so, he or she may be subject to removal from the meeting room.
3. Order shall be observed while meetings are in session. Clapping, cheering, heckling, or verbal outbursts in support of or opposition to a speaker or his or her remarks will be out of order. Interruptions of any kind will not be permitted. All attendees shall come to order when called upon to do so by the presiding officer. Failure to come to order may result in removal of the individual or individuals determined by the presiding officer to be disrupting the meeting. Persons exiting the meeting while in session shall do so in a quiet and courteous manner.
4. In the interest of public safety, no signs or placards shall be mounted on sticks, posts, poles or similar structures. Any other signs, placards, or banners shall be displayed so as not to disrupt meetings or interfere with public view of Council business.

Adopted by Resolution 2021-____

TOWN COUNCIL FOR THE TOWN OF WHITE SPRINGS, FLORIDA

RULES FOR PUBLIC PARTICIPATION

The Town Council recognizes the value and benefit of orderly participation of citizens during public meetings. To ensure a fair opportunity for all citizens to participate, the following rules and procedures shall apply to all citizen participation during meetings, public hearings, and workshops. These rules are supplemental to the Council's rules regarding decorum.

Public Comment at Workshops. Time shall be allotted at the conclusion of each workshop item for public comment. When called upon by the presiding officer and prior to making comment, the speaker shall approach the podium, identify him- or herself, state a place of residence, and state whether the speaker represents anyone other than him- or herself. The remarks of each speaker may be up to five (5) minutes. The presiding officer shall have discretion to afford additional time to any speaker.

Public Comment on Discussion and Action Agenda Items or the Consent Agenda. Each person who wishes to address the Council regarding a Discussion and Action Agenda Item or the Consent Agenda shall complete *one comment card for each item* and submit the card or cards to staff in the front of the meeting room. Cards shall be submitted before the meeting is called to order. When called upon by the presiding officer and prior to making comment, the speaker shall approach the podium, identify him- or herself, state a place of residence, and state whether the speaker represents anyone other than him- or herself. Speakers should speak clearly into the microphone. Although free to ask questions of the Council and staff, speakers are reminded that meetings are not a forum for debate between the Councilors or staff and the public and that responses, if any, shall be directed through the presiding officer. **The remarks of each speaker may be up to five (5) minutes.** The presiding officer shall have discretion to afford additional time to any speaker.

Citizen Comment. Each person who wishes to address the Council during the Public Comment portion of the Agenda shall complete a comment card and submit the card to staff in the front of the meeting room. Cards shall be submitted before the meeting is called to order. When called upon by the presiding officer and prior to making comment, the speaker shall approach the podium, identify him- or herself, state a place of residence, and state whether the speaker represents anyone other than him- or herself. The remarks of each speaker may be up to five (5) minutes. The presiding officer shall have discretion to afford additional time to any speaker.

Adopted by Resolution 2021-__

**TOWN OF WHITE SPRINGS, FLORIDA
PUBLIC FACILITY USE AND RENTAL AGREEMENT**

Event name: _____ Event Date(s): _____

Renter: _____ Phone Number: _____

Contact Person: _____ Cell Number: _____

Address: _____

City State Zip Code

E-Mail Address: _____ Fax Number: _____

Expected attendance: 1-50 people 51-100 people
 101-150 people 151-200 people
 Other: _____ people

For any event with more than 50 people present, one security person must be present at the event for each additional 50 people anticipated. Security must be present at all times and provided at the Renter's expense. If anticipated attendance is exceeded, it is the Renter's responsibility to ensure additional security is added each time these thresholds are exceeded.

Will admission be charged for entrance into the event? Yes No

Is a fee waiver* requested? Yes. No.

** Fee waivers may only be granted in the discretion of the Town Council to not-for-profit organizations providing events that the Council finds serve a legitimate public purpose.*

This agreement provides for use of the following Town of White Springs facility or facilities:

Set up for this event may commence no sooner than _____ at _____
Date *Time*

Event must conclude no later than _____ at _____
Date *Time*

Renter must be off premises* no later than _____ at _____
Date *Time*

** There is a charge of \$150 per hour, rounded up to the next hour, for every hour the Renter remains on premises after the agreed upon departure date and time.*

Renter shall provide for the following:

- Any permits or licenses applicable to the proposed event or activities. The Town shall not apply for or obtain any permits on behalf of any Renter or Organization.
- Liability Insurance coverage totaling \$1,000,000.00 showing the Town of White Springs, Florida as additional insured and covering the relevant event and time period.

All Checks/Money Orders need to be made payable to: The Town of White Springs, Florida

Full refunds will be given to cancellations with a 30-day notice. Cancellations noticed less than 30 days but more than 72 hours before the event date will receive a 50% refund. Refunds will not be issued for cancelations made less than 72 hours before the event commencement date and time.

Renter shall abide at all times with the Town's rules under this agreement.

Renter shall provide any other persons involved in organizing this event with a copy of these rules. No changes will be made to this agreement or these rules without the mutual consent of the Town Council and the responsible party. This is a non-assignable agreement and the party signing as Renter below (or a representative if the renter is an organization) must be present at the event at all times.

RULES

IT IS THE RENTER'S RESPONSIBILITY TO ENSURE ALL GUESTS ON THE PREMISES DURING THE SETUP, EVENT, AND CLEANUP ADHERE TO THESE RULES.

All setup is the responsibility of the Renter. The Town shall permit the Renter reasonable advanced access to the premises for purposes of set-up prior to the event commencement. It shall be within the Town's discretion to limit the amount of time for set-up as conforms to the Town's best interest.

Renter shall designate a representative to meet with a Town of White Springs representative to coordinate a time for key pick up and hand off of the rented premises prior to the event commencement date and time. This individual will also be responsible to the Town for any issues that arise before, during, or after the event, and therefore this individual must be available to answer calls at all times.

Designated representative: _____

Telephone: _____

Renter shall remove all trash, food, and debris prior to the deadline for leaving the premises. The Renter must bag all garbage and place in a dumpster or other proper receptacle in a neat and orderly fashion.

Any tables, chairs, or benches should be free of debris and cleaned before the off-premises deadline.

In the event any property of the Town is **damaged** or lost, the Renter shall be charged a fee in an amount sufficient to correct the damage or replace the lost property. Such amounts shall be deducted from any deposit refund. If the deposit is insufficient to cover these amounts Renter shall pay the same upon demand by the Town.

The Town reserves the right to terminate this Agreement and any event shall immediately conclude if a violation or violations of these rules is found to persist and the Renter does not take immediate steps to correct said violation or violations.

The Town is not responsible for any loss or inconvenience to the Renter caused by any electrical power failure or interruption of service.

All music must cease by midnight the day of the event. All music or amplified sound equipment must be kept at or below levels so as not to disturb adjoining businesses or residences. Failure to abide by this rule may result in immediate termination of the event. Bands and amplified sound systems must be located only in areas approved by the Town.

No illegal drugs may be brought onto, kept, or consumed on the premises.

No fires or open flames of any kind are permitted.

Renter shall ensure no one climbs or swings from gates or fencing. Damage to gates or fencing shall be paid by the Renter.

No pets are permitted without the express consent of the Town Manager, except for service animals.

Climbing trees is not permitted.

Renter shall ensure that all children (those under the age of 18 years) are supervised

The Renter shall provide proof of compliance with local, state, and federal laws regulating the sale of alcoholic beverages. Renter shall provide proof that it has obtained an independent insurance policy covering the distribution of alcohol and shall name the Town of White Springs, Florida as an additional insured. Said policy must be in the minimum amount of \$1,000,000 coverage.

Only licensed bartenders may serve alcohol during events.

Security is required if alcohol is being served.

Failure to notify the Town of White Springs of alcohol consumption, sale, or provision will result in loss of deposit and legal action if needed.

Renter's responsibilities with respect to alcohol consumption, sale, or provision shall include, but not be limited to:

- No under-aged persons are to be served alcohol
- No obviously intoxicated or disorderly guests are served alcohol
- No sales of alcohol without required licensure

Decorations shall not be affixed using nails, staples, tape, tacks, glue or other adhesive materials and shall leave no trace upon cleanup and removal from the event site. All decoration must be removed on the day of the event.

Renter must bag all garbage and place in an appropriate receptacle.

Renter is responsible for picking up the litter from the parking area(s). This includes but is not limited to

bottles, cans, paper.

Renter is responsible for making sure guests do not damage any restroom facilities. The Town will inspect any facilities prior to the start of any event and after the event. The Renter will be held liable for any damages.

Any indoor venues are NO SMOKING areas per the Florida Indoor Clean Air Act.

In consideration of the Town's entering into this Agreement, the Renter does hereby agree to indemnify, save, and hold harmless the Town of White Springs, Florida, its officers, town councilors, staff, agents, and employees for loss of or damage to the property and from any and all liability for damages or injuries, or claims for damages or injuries, to any person or property suffered while on or arising during the use of the property and pay to the Town, upon demand, all damages, costs, expenses and attorneys' fees and costs that the Town may sustain, or become liable or answerable for, or shall pay, upon or in consequence of the use of the property by the undersigned, individually, or by the employees, licensees, guests, members and invitees of the undersigned or by any other person with the consent of the undersigned. No part of this Agreement shall be construed as a waiver of the Town's defenses of sovereign immunity pursuant to statute or common law.

By signing below, Renter acknowledges Renter has fully read and understands this Public Facility Use and Rental Agreement and the Renter agrees to be bound by its terms. If signing for an organization, corporation, company, or other entity, the individual signing below attests that he or she is duly authorized to sign on behalf of said entity.

Signature

Print Name

Organization Name (if applicable)

Title of Person Signing Agreement (if applicable)

***** TOWN USE ONLY *****

Calendared as shown on agreement.

Proof of insurance received.

Representative contacted and meeting scheduled.

Proof of permits (if any) received.

Approved this ___ day of _____, 20 ____.

Town Manager

ORDINANCE NO. 2021-04

AN ORDINANCE OF THE TOWN OF WHITE SPRINGS, FLORIDA, RENAMING "SUWANNEE STREET", A ROAD WITHIN THE TOWN'S ROAD SYSTEM, AS "KENNY HUTCHERSON MEMORIAL DRIVE"; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2.06 of the Town Charter and Florida Statutes sections 166.021 and 334.03, the Town Council of the Town of White Springs is an incorporated municipality with jurisdiction over the city street system within the town; and

WHEREAS, the Town Council wishes to memorialize the life of Kenneth "Kenny" Hutcherson by renaming SUWANNEE STREET, a road within the Town's city street system, as "KENNY HUTCHERSON MEMORIAL DRIVE".

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WHITE SPRINGS, FLORIDA, THAT:

Section 1. RECITALS:

The recitals above are true and correct and are incorporated by reference.

Section 2. STREET RENAMED:

The entirety of SUWANNEE STREET is hereby renamed "KENNY HUTCHERSON MEMORIAL DRIVE".

Section 3. ADDRESSES TO BE UPDATED:

The Town Clerk shall notify each landowner along KENNY HUTCHERSON MEMORIAL DRIVE of the enactment of this Ordinance and shall take all reasonable measures to ensure that the addresses for these properties are updated with appropriate agencies. All official maps of the Town in the charge or custody of the Town Clerk shall be updated. The Hamilton County Property Appraiser shall be notified of the change in street name. The Town shall change all relevant or otherwise effected street signs to reflect this name change.

Section 4. CONFLICTS:

All Ordinances or parts of Ordinances and all sections or parts of sections of

any Ordinance or the Code of Ordinances of the Town of White Springs, Florida in conflict with this Ordinance are hereby repealed.

Section 5. SEVERABILITY:

In the event any section, paragraph, sentence or clause or portion of this Ordinance shall for any reason be held unconstitutional, invalid, or ineffective, the same shall not repeal, nullify, or in any wise affect any other section, paragraph, sentence or portion of this Ordinance. The Town Council of the Town hereby declares that it would have enacted each separate section, paragraph, sentence, clause and portion of this Ordinance irrespective of any other section, paragraph, sentence, clause and portion of this Ordinance.

Section 6. EFFECTIVE DATE:

This Ordinance shall take effect immediately upon its adoption by the Town of White Springs, Florida in accordance with the provisions of Florida Statutes.

PASSED upon first reading this 10th day of August 2021.

PASSED AND DULY ADOPTED upon second and final reading this 14th day of September 2021.

TOWN COUNCIL
TOWN OF WHITE SPRINGS, FLORIDA



ANITA RIVERS, ~~Vice~~ Mayor

ATTEST:


Audre' J. Ruise, Town Clerk

APPROVED as to Form and Legality


Joel Foreman, Town Attorney

