



TOWN OF WHITE SPRINGS
"On the Banks of the Suwannee River"

AGENDA

WHITE SPRINGS TOWN COUNCIL

Regular Council Meeting

Town Hall Council Chambers

Tuesday, April 13, 2021

6:30 p.m.

1. **Call to Order, Invocation, and Pledge Allegiance to Flag**
2. **Roll Call**
3. **Additions, Deletions, and/or Amendments to the Agenda**
4. **Citizens from the floor: (five-minutes time limit per speaker)**
5. **Consent Docket: None**

Approval of Minutes:

March 9, 2021 – Town Hall Meeting

March 19, 2021 – Special Meeting

6. **Old Business**
 - a) **Ordinance 2021-01 – 2nd/ Final Reading and Adoption – Prohibition of simulated gambling devices.**
 - b) **Ordinance 2021-02 (#19-02) – 2nd/Final Reading and Adoption – Charter Repeal**
 - c) **Ordinance 2019-03 – 1st Reading - Golf Cart Inspection and Enforcement**
 - d) **MuniCode - TOWS to hire MuniCode to build our town website, providing a new standard in digital website design and will bring our site up to code and compliance.**

- e) **Animal Control** – Discuss Hamilton County’s obligation to citizens.
- f) **Interlocal Agreement with HCSO - TOWS** to allow the HCSO to provide law enforcement services.

7. New Business

- a) **May Day**
- b) **Water Notice**
- c) **Discussion on Rules of Decorum**
- d) **New request form for Citizen Comments**
- e) **Citizen Complaint**
- f) **Discussion on Appointee of New Council Member**
- g) **Appointment of new Mayor and Vice-Mayor**
- h) **Swearing-In of New Council Member(s)**

8. Departmental/Administrative Comments

- a) **Public**
- b) **Departments**
- c) **Council**

Adjourned

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE TOWN COUNCIL, WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, THAT PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR PURPOSE THAT PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA) PERSONS NEEDING SPECIAL ACCOMODATIONS TO PARTICPATE IN THE COUNCIL PROCEEDINGS SHOULD CONTACT THE TOWN CLERK'S OFFICE NOT LATER THAN THREE DAYS PRIOR TO THE MEETING.

Town Manager,

Town Clerk, or Designee

10663 Bridge Street, White Springs, FL 32096

Ph. 386.397.2310 | Fax 386.397.1542 | www.whitesprings.org | manager@whitespringsfl.us



TOWN OF WHITE SPRINGS
"On the Banks of the Suwannee River"

MINUTES

WHITE SPRINGS TOWN COUNCIL
REGULAR MEETING MINUTES

Town Hall Council Chambers

March 9, 2021

6:30 p.m.

1. **Call to Order at 6:30 p.m.**
2. **Roll Call**
Present: Vice Mayor Anita Rivers, Council Member - Nicole Williams,
Council Member - Jacqueline Williams,
*Town Manager, Vanessa George, and Attorney, Joel Foreman.
3. **Additions, Deletion, and/or Amendments to the Agenda**
4. **Citizens from the Floor: None**
5. **Consent Docket: Attached**

Approval of Minutes:

None

6. **Old Business**

a) **2019 Ordinance (#19-02)** – Charter Review - Attorney Foreman discussed the ordinance's fatal flaw in its conception. Therefore, forfeiting the actual concept of the ordinance's validity and that it will be repealed.

b) **Amendments** – Discussed ensued with Attorney Foreman explaining the process of how the amendments were placed on the 2019 ballot. After further review it was decided that the amendments were not valid and would not go on the 2021 Ballot.

7. New Business

a) Interlocal Agreement - Hamilton County Sherrif's Office (HCSO)

HCSO to provide law enforcement services to TOWS.

3-0 Town Council Vote in favor.

b) Interlocal Agreement – Animal Control - Hamilton County will provide Animal Control services to TOWS.

3-0 Town Council Vote in favor.

c) MuniCode Website – TOWS to hire MuniCode to build our TOWS website and bring our site up to code and compliance standards.

3-0 Town Council Vote in favor.

d) Review of Proposed Lease – Carver School Building

Attorney Foreman read from the Draft Lease Agreement. DeJuan Graham of the Hope Coalition was present and would take the draft back to the committee and return to the Town Council at a later date; in hopes of returning it by the April 13th meeting.

e) Upcoming Special Events – Town Council will discuss calendar dates of each event.

1. **Azalea Festival** – Town Council voted 3-0 to cancel due to Covid-19 protocols.

2. **Easter Egg Hunt** – Town Council agreed 3-0 to cancel the event due to Covid-19 protocols. This event may not take place on any city owned property.

3. **May Day** - Town Council agreed 3-0 to cancel the event due to Covid-19 protocols. This event may not take place on any city owned property.

8. Departmental/Administrative Comments

- a.) Public – No comment
- b.) Departments – No comment
- c.) Council – No comment

Meeting adjourned at 8:01 p.m.

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE TOWN COUNCIL, WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, THAT PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR PURPOSE THAT PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA) PERSONS NEEDING SPECIAL ACCOMODATIONS TO PARTICPATE IN THE COUNCIL PROCEEDINGS SHOULD CONTACT THE TOWN CLERK'S OFFICE NOT LATER THAN THREE DAYS PRIOR TO THE MEETING.

Town Manager, Town Clerk or Designee

10663 Bridge Street, White Springs, FL 32096

Ph. 386.397.2310 | Fax 386.397.1542 | www.whitesprings.org | manger@whitespringsfl.us



TOWN OF WHITE SPRINGS

"On the Bank of the Suwannee River"

AGENDA

WHITE SPRINGS TOWN COUNCIL

Special Council Meeting Minutes

Town Hall Council Chambers

Friday, March 19, 2021

6:00pm

- 1. Call to Order, Invocation, Pledge**
- 2. Roll Call**
- 3. Citizens from the Floor**
- 4. New Business**
 - a. Town Attorney Foreman read FIRST READING:**
Ordinance No. 2021-01 Relating to the prohibition of simulated gambling devices in the Town of White Springs. Discussion ensued and Town Council in favor 3-0. 2nd/Final Reading and Adoption set for April 13, 2021 Town Council meeting.

- b. **Town Attorney Joel Foreman read FIRST READING:**
Ordinance No. 2021-02 Providing for the repeal of Ordinance 2019-02. Discussion ensued once again on the “fatal defect” of Ordinance 19-02. Town Council in favor 3-0.
2nd/Final Reading and Adoption set for April 13, 2021 Town Council meeting.

5. Adjournment

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE TOWN COUNCIL, WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, THAT PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR PURPOSE THAT PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA) PERSONS NEEDING SPECIAL ACCOMODATIONS TO PARTICPATE IN THE COUNCIL PROCEEDINGS SHOULD CONTACT THE TOWN CLERK'S OFFICE NOT LATER THAN THREE DAYS PRIOR TO THE MEETING.

Town Manager,

Town Clerk, or Designee

10363 Bridge Street, White Springs, FL 32096

Ph. 386.397.2310 | Fax 386.397.1542 | www.whitesprings.org |
manager@whitespringsfl.us

ORDINANCE NO. 2021-01

AN ORDINANCE OF THE TOWN OF WHITE SPRINGS, FLORIDA, RELATING TO SIMULATED GAMBLING DEVICES AND INTERNET CAFÉS; SETTING FORTH FINDINGS OF FACT; SETTING FORTH AUTHORITY; PROVIDING FOR DEFINITIONS; PROVIDING FOR A PROHIBITION AGAINST THE USE OF SIMULATED GAMBLING DEVICES; PROVIDING FOR EXEMPTIONS; PROVIDING FOR CONFLICTS WITH STATE LAW; PROVIDING FOR VIOLATION, ENFORCEMENT, PENALTIES, AND REMEDIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon counties the authority to adopt regulations designed to promote the public health, safety and general welfare of its citizenry;

WHEREAS, across Florida business establishments offer simulated gambling devices for use by the public, and such devices are frequently located in businesses that are commonly referred to as “Internet Cafés”;

WHEREAS, except as authorized by Chapter 550, Florida Statutes, and section 849.086, Florida Statutes, gaming and gambling are not presently lawful in the State of Florida;

WHEREAS, presently throughout the state, there is a proliferation of establishments that utilize computer or video displays of games, contests, challenges, and other electronic simulations which are or are of the type of games generally associated with legalized casino or gambling outlets or which show, or purport to show, the results of raffles, sweepstakes, contests, or business game promotions (hereinafter collectively known as “simulated gambling devices”) for commercial or pecuniary gain;

WHEREAS, the Town Council for the Town of White Springs finds that establishments that utilize simulated gambling devices are intended to or are likely

to deceive residents of the Town, including the elderly, the economically disadvantaged, the uneducated, and the unsuspecting into believing such activities are legal and lawfully permitted;

WHEREAS, the Town Council finds that simulated gambling devices are deceptive;

WHEREAS, due to the inherently deceptive nature of simulated gambling devices, establishments that utilize simulated gambling devices are adverse to the quality of life, tone of commerce, and total community environment in the Town of White Springs;

WHEREAS, across Florida sheriffs have seen significant amounts of felony criminal activity, including armed robberies and burglaries at internet cafés, and that because crimes of this nature that occur at internet cafés may go unreported to law enforcement, the true amount of crime that occurs at internet cafés is greater than is reflected in law enforcement records;

WHEREAS, in the 2019 legislative session, the Florida Legislature enacted Ch. 2019-167, Laws of Fla., which, effective October 1, 2019, reduced from third degree felonies to second degree misdemeanors certain criminal offenses relating to keeping or maintaining gambling rooms, thereby weakening the deterrent effect of laws that previously operated to dissuade persons from committing gambling-related offenses and leading to a proliferation of internet cafés across the state;

WHEREAS, the Town Council finds that a correlation exists between establishments that utilize simulated gambling devices and crime or disturbances of the peace and good order of the community and those activities are hazardous to the public health, safety and general welfare of the citizens of White Springs and constitutes a public nuisance;

WHEREAS, the Town Council has determined that the endangerment of both the public and first responders required to respond to this ongoing criminal activity is too significant to allow any public or commercial use of simulated gambling devices in the Town of White Springs;

WHEREAS, the Town Council finds that the operation of simulated gambling establishments constitute a public nuisance;

WHEREAS, the Town Council finds that the continued operation of simulated gambling establishments create an immediate and ongoing hazard to the public health, safety, and welfare associated with the continued operation of simulated gambling devices; and

WHEREAS, the Town Council finds that there is a legitimate public purpose in prohibiting simulated gambling devices from being operated in the Town of White Springs, Florida.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WHITE SPRINGS AS FOLLOWS:

Section 1. Recitals Incorporated. The recitals above are true and correct and are incorporated as the Council's findings in support of this Ordinance.

Section 2. Authority, Intent, Purpose and Scope.

- (a) This Article is adopted in the interest of the public health, safety, and general welfare of the citizens and inhabitants of the Town of White Springs, Florida, pursuant to Chapter 166, Florida Statutes.
- (b) The intent and purpose of this Article is to provide for regulation of Simulated Gambling Devices and Internet Cafés, decrease the unwanted secondary effects associated with the operation of Internet Cafés, authorize the use of private property for lawful purposes, and deter illegal gambling. To do this, the Town intends to broadly prohibit the possession or use of simulated gambling devices not authorized for legal use under Florida law, including any related activity or behavior which can be reasonably construed to be the use of simulated gambling devices. Further, the Town Council, in prohibiting simulated gambling devices in no way intends to locally approve the use of actual slot machines, other forms of casino gambling or other types of gambling devices. In addition, this prohibition is aimed directly at devices that simulate gambling activity, regardless of whether the devices or the simulations in and of themselves can be said to constitute gambling as that term may be defined elsewhere.
- (c) This ordinance applies inside the incorporated town limits of the Town of White Springs and is not intended to apply elsewhere.
- (d) Family amusement games or devices are exempt from the provisions of this Article.

- (e) Pari-mutuel facilities, operated by a holder of a pari-mutuel permit issued pursuant to Chapter 550, Florida Statutes, and Fla. Admin. Code 61D, and devices located therein, are exempt from the provisions of this Article.

Section 3. Definitions.

- (a) "Internet Café" means any location at which simulated gambling devices are made accessible for use by a person, except those places specifically excluded from this ordinance.
- (b) "Person" means an individual, association, partnership, joint venture, corporation, or any other type of organization, whether conducted for profit or not for profit, or a director, executive, officer or manager of an association, partnership, joint venture, corporation or other organization.
- (c) "Simulated gambling device" means any device that, upon connection with an object, is available to play or operate a computer simulation of any game, where the play or operation of the device may deliver or entitle the person or persons playing or operating the device to a payoff directly or indirectly from the owner or operator of the device or that person's designee. The following rules of construction apply to this definition of "simulated gambling device":
 - (1) The term "device" means any mechanical or electrical contrivance, computer, terminal, video or other equipment that may or may not be capable of downloading games from a central server system, machine, computer or other device or equipment. The term "device" also includes any associated equipment necessary to conduct the operation of the device.
 - (2) The term "upon connection with" means insertion, swiping, passing in range, or any other technical means of physically or electromagnetically connecting an object to a device, including by the manual input by any person of characters, numbers, or any combination thereof, or other code for the purpose of accessing or activating a device, or any other mechanism or method by which the object provides access to the device.
 - (3) The term "object" means a coin, bill, ticket, token, card, characters, numbers, or any combination thereof, other code, or any other tangible or intangible access mechanism or method, obtained directly or

indirectly through payment of consideration, or obtained as a bonus or supplement to another transaction involving the payment of consideration.

- (4) The terms "play or operate" or "play or operation" includes the use of skill, the application of the element of chance, or both.
 - (5) The term "computer simulation" includes simulations by means of a computer, computer system, video display, video system or any other form of electronic video presentation.
 - (6) The term "game" includes slot machines, poker, bingo, craps, keno, "fish", any other type of game ordinarily played in a casino, a game involving the display of the results of a raffle, sweepstakes, drawing, contest or other promotion, lotto, sweepstakes, and any other game associated with gambling or which could be associated with gambling, but the term "game" does not necessarily imply gambling as that term may be defined elsewhere.
 - (7) The term "payoff" means cash, monetary or other credit, billets, tickets, tokens, or electronic credits to be exchanged for cash or to receive merchandise or anything of value whatsoever, whether made automatically from the machine or manually.
 - (8) The use of the word "gambling" in the term "simulated gambling device" is for convenience of reference only. The term "simulated gambling device" as used in this Part is defined exclusively by this subsection and does not incorporate or imply any other legal definition or requirement applicable to gambling that may be found elsewhere.
 - (9) For the purpose of determining the number of simulated gambling devices, each seat, terminal, or other interface at which a separate individual may use the device, shall be counted as a separate and distinct device, regardless of whether the device or any seat, terminal, or other interface is functional. For example, if a single table has six chairs at which six separate persons can play a game, on a common screen/display or otherwise, it shall be counted as six devices; if a stand-up game has three terminals or interfaces at which three people can use the device, it shall be counted as three devices.
- (d) "Slot machine" has the same meaning as specified in F.S. Ch. 551.

Section 4. Prohibition of Simulated Gambling Devices.

- (a) It is hereby declared unlawful in the Town of White Springs, Florida, for any person to manage, supervise, maintain, provide, produce, possess, or use a simulated gambling device for commercial, promotional or pecuniary gain or purpose.
- (b) For determining the allowable unit of prosecution, it is the intent of the Board of County Commissioners that each individual act of managing, supervising, maintaining, providing, producing, possessing, or using a simulated gambling device constitutes a separate violation of this section:
 - (1) For example, if a person possesses five (5) simulated gambling devices, that person would be subject to a separate penalty for each of the five (5) devices;
 - (2) For example, if a person possesses two (2) simulated gambling devices that the person sells to another individual, the person will have committed four (4) acts in violation of this section, and would be subject to a separate penalty for possessing each of the two (2) devices and a separate sanction for providing each of the two (2) devices.
 - (3) For example, if a person employed at an internet café supervises the establishment
- (c) Any establishment or property which was lawfully in possession of either a business license or business tax receipt or was operating unlawfully prior to the effective date of this ordinance shall immediately cease the use of simulated gambling devices regulated by this ordinance upon the effective date of this ordinance.

Section 5. Exemptions.

- (a) This Article does not prohibit an individual's personal, recreational, and non-commercial ownership, possession, play, operation or use of a device which could be construed to be a simulated gambling device.
- (b) This Article does not prohibit the ownership, possession, play, operation or use of any device expressly permitted by F.S. § 546.10, or other provision of the Florida Statutes, except that devices permitted by Article X, Section 23 of the Florida Constitution and F.S. Ch. 551, in Broward and Miami-Dade County only are not permitted by this part.

- (c) This Article does not prohibit a religious or charitable organization from conducting a fund-raising activity involving gaming, provided the religious or charitable organization does not conduct the activity more than twice in one calendar year for no more than six hours per fund raising activity, the organization provides advance written notice to the Sheriff of the date, time, place, and nature of such activity and who will be conducting it, and the activity is not otherwise unlawful.
- (d) This Article does not apply to pari-mutuel facilities, operated by a holder of a pari-mutuel permit issued pursuant to Chapter 550, Florida Statutes, and Fla. Admin. Code 61D, or to any devices or games therein.

Section 6. Conflict with state law. Nothing in this Article is intended to conflict with the provisions of the Florida Constitution or F.S. Ch. 849, concerning gambling. In the event of a direct and express conflict between this Part and either the Florida Constitution or F.S. Ch. 849, then the provisions of the Florida Constitution or F.S. Ch. 849 control, as applicable.

Section 7. Enforcement. The Sheriff, Town Fire Chief, and Code Inspectors shall have concurrent jurisdiction for the enforcement of this ordinance through issuance of notices of violation under the Town's Code Enforcement system, but in no event shall the penalty for violation of this part be less than \$250 per violation per day. This part shall not be construed to limit the power of the Town, through counsel, to seek and obtain immediate injunctive relief and other civil remedies through a court of competent jurisdiction, including assessment of civil penalties against violations at \$250 per day per violation inclusive of the Town's reasonably incurred attorneys' fees and costs of prosecution.

Section 8. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 9. Conflict. All ordinances or portions of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 10. Authority. This ordinance is adopted pursuant to the authority granted by Section 166.021 Florida Statutes, as amended and the Town Charter for the Town of White Springs, Florida.

Section 11. Effective Date. This ordinance shall become effective upon adoption.

PASSED upon first reading this 19th day of March 2021.

PASSED AND DULY ADOPTED upon second and final reading during regular session this 13th day of April 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

ORDINANCE NO. 2021-02

AN ORDINANCE OF THE TOWN OF WHITE SPRINGS, FLORIDA, PARTIALLY REPEALING ORDINANCE #19-02 WHICH PROPOSED TO AMEND SECTIONS 2.02(a) and 202(b); 2.05(a)(2); 4.01; 4.06(a),(b) and (c); AND 8.00 OF THE TOWN CHARTER; MAKING CERTAIN FINDINGS WITH RESPECT TO THE DEFECTS COMPELLING REPEAL; INCORPORATING FOR REFERENCE A COPY OF ORDINANCE #19-02 PURSUANT TO SECTION 2.07(a) OF THE TOWN CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AUTHORITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town Council for the Town of White Springs, Florida (the “Council”) adopted Ordinance #19-02 on second reading on March 12, 2019;

WHEREAS, Ordinance #19-02 set seven referenda upon the ballot for the 2019 General Town Election proposing text amendments to the Town Charter (“Charter”);

WHEREAS, as a consequence of the manner in which the referenda were presented to the voters and the textual amendments to the Charter associated with the adoption of one or more referenda, Ordinance #19-02 left open the possibility that the Charter could be amended in such a way as to render portions of the Charter ambiguous or internally inconsistent;

WHEREAS, pursuant to Ordinance #19-02 Amendment 1 called for revisions of section 2.02(a) of the Charter while Amendment 2 called for revisions to section 2.02(b);

WHEREAS, at the General Town Election on April 23, 2019 Amendment 1 passed while Amendment 2 failed, resulting in a text amendment that removed all references to the term of any councilmember while providing for two separate, conflicting processes through which councilmembers are elected;

WHEREAS, Amendments 4 and 5 passed on referendum, but operate on the assumption that Amendment 2 passed, and thus result in similarly conflicting text amendments; and

WHEREAS, Amendment 6, which implements the text amendment set forth in section A(5) of Ordinance #19-02, passed referendum and does not create an internal inconsistency or ambiguity to the Charter and thus should be saved from repeal.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WHITE SPRINGS AS FOLLOWS:

Section 1. Recitals Incorporated. The recitals above are true and correct and are incorporated as the Council’s findings in support of this Ordinance.

Section 2. Partial Repeal of Ordinance #19-02. Sections (A)(1) through (A)(4) and section (A)(6) of Ordinance #19-02 should be and are hereby repealed as the text amendments to the Charter provided by said sections create internal inconsistencies in the Charter, rendering said provisions ambiguous or meaningless.

Section 3. Saving Provision. Section (A)(5) of Ordinance #19-02 is saved from repeal as Amendment 6 was adopted by referendum at the General Town Election and the text amendment neither causes an ambiguity nor otherwise compromises the integrity of the remainder of the Charter.

Section 4. Ordinance #19-02 attached and incorporated. A true and correct copy of Ordinance #19-02 is attached hereto and incorporated as required by section 2.07(a) of the Charter.

Section 5. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 6. Conflict. All ordinances or portions of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. Authority. This ordinance is adopted pursuant to the authority granted by Section 166.021 Florida Statutes, as amended and the Town Charter for the Town of White Springs, Florida.

Section 8. Effective Date. This ordinance shall become effective upon adoption.

PASSED upon first reading this 19th day of March 2021.

PASSED AND DULY ADOPTED upon second and final reading during regular session this 13th day of April 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



[Municode COVID-19 Resources](#)

Copyright © 2003-2021. All rights reserved.

PAYMENT SCHEDULE

Option A: Standard Payment Schedule

Year 1

Sign contract	50% of one-time costs (\$2,300)
Implement design and features	50% of one-time costs (\$2,300)
Conduct training (site moved to production / annual support begins)	annual hosting and support (\$1,800)

Option B: 4-year Interest-free Payment Schedule

- Year 1
 - o at time of contract signature
 - Project payment 1 of 4 \$1,150
 - Annual website hosting/support \$1,800
 - **Total year 1 \$2,950**
- Year 2
 - o one year from contract signature
 - Project payment 2 of 4 \$1,150
 - Annual website hosting/support \$1,800
 - **Total year 2 \$2,950**
- Year 3
 - o two years from contract signature
 - Project payment 3 of 4 \$1,150
 - Annual website hosting/support \$1,800
 - **Total year 3 \$2,950**
- Year 4
 - o three years from contract signature
 - Project payment 4 of 4 \$1,150
 - Annual website hosting/support \$1,800
 - **Total year 4 \$2,950**

Notes

- Four-year commitment required.
- Guaranteed pricing. Hosting and Support fees will not increase for first four years.
- Payment schedule will be adjusted accordingly based on selected optional features.
- Annual hosting and support fees starting year five will increase according to the previous year-ending *Consumer Price Index (CPI) for All Urban Consumers*.

PROJECT COSTS

Design, Development, and Implementation Phase \$4,600

- Fully functional Municode CMS with all base features
- Responsive mobile-friendly website with **standard** design
- Content migration; up to 100 pages and 5 years meeting minutes
- Training: web teleconference, video, user guides

Annual Hosting, Maintenance, and Customer Support \$1,800 / year

- 80GB disk space and up to 1 terabyte data transfer per month
- 99.95% up-time guarantee, telephone support 8AM-8PM Eastern
- Email support with one-hour response time during working hours
- Emergency 24x7 support
- Up to 3 hours' webinar refresher trainings per year

Total Year 1 Costs \$6,400

Select Additional Website Options

- | | |
|---|--|
| <input type="checkbox"/> Custom website design | \$3,500 one-time |
| <input type="checkbox"/> Email Subscriptions / Notifications | \$600 per year |
| <input type="checkbox"/> Projects Directory | \$200 per year |
| <input type="checkbox"/> Parks and Trails Directory | \$200 per year |
| <input type="checkbox"/> Property Listings (Commercial/Industrial) | \$200 per year |
| <input type="checkbox"/> Facility Reservations | \$1500 setup + \$900 per year |
| <input type="checkbox"/> Citizen 311 | \$1500 setup + \$800 per year |
| <input type="checkbox"/> Business Directory | \$750 setup + \$600 per year |
| <input type="checkbox"/> Microsite color/logo customization | \$500 one-time (per microsite) |
| <input type="checkbox"/> Specialty sub-site graphic designs | \$3500 + \$600 per year (per design) |
| <input type="checkbox"/> Site graphic redesign every 4th year | \$600 per year (per design) |
| <input type="checkbox"/> Additional on-site visits (training, consultation, etc.) | \$1500 day 1, \$1000 per day (days 2+) |
| <input type="checkbox"/> Custom Feature Development | \$150 per hour or fixed bid quote |
| <input type="checkbox"/> Meeting and Agenda Management (Municode Meetings) | \$2,400 per year |
| <input type="checkbox"/> Board Management | \$1,000 per year |

INTERLOCAL AGREEMENT FOR ENHANCED LAW ENFORCEMENT SERVICES

Town of White Springs, Florida
Hamilton County Sheriff's Office

THIS INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES ("Agreement") is made and entered into by and between the TOWN OF WHITE SPRINGS, FLORIDA, a Florida municipal corporation (the "Town") and the HAMILTON COUNTY SHERIFF'S OFFICE ("Sheriff").

WITNESSETH

WHEREAS, Sections 166.021 and 163.01, Florida Statutes provide that two local governmental agencies may contract to provide law enforcement services within a municipality's boundaries; and

WHEREAS, the Town is a municipality within the boundaries of Hamilton County, Florida, and

WHEREAS, the Town is desirous of providing a high level of competent law enforcement services in conjunction and in harmony with its fiscal policies of sound economic management; and

WHEREAS, the Town and Sheriff acknowledge that the Sheriff provides base level law enforcement services to the Town by virtue of the fact that residents of the Town are taxpayers of County; and

WHEREAS, the Town has requested that the Sheriff furnish enhanced law enforcement services within the Town; and

WHEREAS, the Town desires that the Sheriff furnish enhanced law enforcement services on a full-time basis and duly performs any and all necessary and appropriate functions, actions, and responsibilities of a police and law enforcement agency for the Town; and

WHEREAS, the Town Council has determined that the most efficient way to fulfill its desire to provide enhanced police protection in a responsible manner for the term beginning May 1, 2021, and ending September 30, 2022, unless otherwise entered as provided for herein, is to enter into this Interlocal Agreement; and

WHEREAS, the Sheriff has indicated his desire and willingness to accept and fulfill the responsibilities hereinbefore mentioned and as provided herein; and

WHEREAS, this Agreement for the provision of enhanced law enforcement services is not intended by the parties nor shall it be interpreted to be a transfer, consolidation or merger within the meaning of those terms for constitutional or statutory purposes or for any other purpose whatsoever, and it is the intent of the parties that this Agreement shall at all times be interpreted and administered consistent with the parties' intent that no transfer, consolidation or merger shall be accomplished by the terms of this Agreement in any respect whatsoever, and the parties shall administer this Agreement to that end; and

WHEREAS, the Town Council has determined that this Agreement is in the best interests of the health, safety, and welfare of the citizens of White Springs, Florida.

NOW THEREFORE, in consideration of the mutual promises contained herein and given by each party to the other, the parties hereto do covenant and agree as follows:

1. **RECITALS.** The recitals included above form an integral part of this Agreement and are hereby incorporated herein, *in haec verba*.

2. **MUNICIPAL POLICE POWERS.** The Town Council vests within the Sheriff and within each deputy sheriff, to the extent allowed by applicable law, White Springs' police powers to the extent necessary or desirable to perform the enhanced law enforcement services herein during the contract period. This Agreement is not intended to abolish the White Springs Police Department, both parties recognizing that the Town retains the right to resume responsibilities to provide law enforcement services within the Town at the expiration of this Agreement. The Town similarly retains the right to control the enhanced law enforcement services but only to the extent provided under this Agreement.

3. **INTERAGENCY COORDINATION.** The Sheriff shall, to the extent feasible, coordinate enhanced law enforcement activities and functions, including special event functions, individual's complaints and unanticipated events requiring law enforcement involvement with the Town Manager. The Sheriff or Sheriff's designee will attend regular Council meetings and staff meetings when requested consistent with the Town's right to control and supervise the law enforcement services provided pursuant to this Agreement.

4. **ENHANCED SERVICES.** It is understood that enhanced services provided pursuant to this contract are over and above the level of services provided to unincorporated Hamilton County as paid for through County Property taxes.

5. **STAFFING LEVELS.**

a. The Sheriff will provide the necessary and appropriate level of enhanced law enforcement services in and for the Town by providing two (2) deputies with patrol vehicles whose time shall be divided such that at least one (1) deputy is on duty and within the Town limits from

6:00PM until 2:00AM each day. Said deputies shall be provided within the Town based on one (1) deputy at all relevant times. Sheriff will, to the extent practicable, coordinate with the Town Council in the selection of deputies to fill these shifts, and will maintain a consistent roster of the deputies and provide the roster to the City Manager upon request. Sheriff will, to the extent practicable, maintain a roster as such that the minimum average tenure for a deputy assigned to the Town City is 12 months. Deputies assigned within the Town will not patrol unincorporated areas of the County during the enhanced law enforcement hours, except when rendering mutual aid assistance to ensure public safety in extraordinary circumstances consistent with past practices and mutual aid agreements. Sheriff agrees to provide advanced notice to the City Manager or designee at any time the Town is to be without at least one deputy within the Town limits during the shifts provided under this agreement.

b. The Sheriff will meet quarterly, or more often as necessary if the need arises, with the Town Manager to review the progress of this contract, review and develop schedules and work programs to best fit the needs of the Town, and review crime statistics and trends. Sheriff agrees to provide advanced notice to the Town Manager or designee at any time there is a deviation from the aforementioned agreed upon schedule and/or work program that would result in a reduction of the number of deputies working within the Town.

c. The Sheriff will provide supervision of deputies and interactive community service to communicate law enforcement activities to Town businesses and residents. Deputies shall be authorized, and will enforce all Town regulations, ordinances, and codes to include writing Town citations. During extraordinary events, including but not limited to storm events such as hurricane/tropical storm warnings, and other occurrences of similar scope and magnitude, the Hamilton County Sheriff's Office shall provide such additional deputies and additional response as is warranted by the event according to standard law enforcement practices.

d. The Sheriff will make all basic services of the Sheriff's Office available to the Town during the term of this Agreement at the same level of service provided to the unincorporated areas of Hamilton County. These services include but are not necessarily limited to K-9, detective division, vice and narcotics unit, forensics, crime watch assistance, report writing, record retention, emergency management operations, dispatch operations, media interaction and community service programs. The Sheriff will conduct periodic speed monitoring of the Town's vehicular traffic.

e. The Sheriff will provide technical assistance to the Town in its efforts to establish new or updated codes, ordinances, and policies that would be enforced under this contract as to improve compliance and enforceability.

6. CONSIDERATION.

a. The Town shall pay to the Hamilton County Sheriff's Office, as payment in full for the enhanced services described herein and agreed to be performed by the Sheriff, the sum of

_____ and No/100 Dollars (\$_____.00.) for the term May 1, 2021 through September 30, 2021, to be paid in five (5) equal monthly installments beginning May 1, 2021, and continuing on the first day of each month thereafter and shall thereafter pay the sum of _____ and No/100 Dollars (\$_____.00.) for the term October 1, 2021 through September 30, 2022, to be paid in twelve (12) equal monthly installments beginning October 1, 2021.

b. the Town shall lease to the Sheriff all of the Town's law enforcement equipment and facilities for the price of \$1 per year, and the Sheriff shall operate the Town's leased facility as a substation and the equipment for the deputies herein provided for the better fulfilment of this agreement.

7. LAWS ENFORCED. The Sheriff shall discharge his responsibility under this Agreement by the enforcement of all state laws, county ordinances applicable within the Town, and the Town municipal ordinances. The Sheriff shall bring appropriate charges for violations of all laws and ordinances. The Sheriff shall, to the extent provided for by Federal and/or State law, enforce applicable Federal and/or State law as well as County or Town Ordinances within Hamilton County.

8. FINES AND FORFEITURES.

a. Law Enforcement Education Funds. All law enforcement education funds levied and collected by the Clerk of the Court for Hamilton County, Florida and designated for use by the Town pursuant to F.S. 943.25, Florida Statutes, shall be assigned by the Town to Sheriff for payment directly from the Clerk of the Court for Hamilton County, Florida to Sheriff. The Town hereby authorizes, empowers and assigns Sheriff to take such actions on behalf of the Town to obtain such funds directly from the Clerk of the Court for Hamilton County, Florida. Sheriff shall use these funds for the law enforcement education purposes authorized in said statute within or for the benefit of the Town. The Sheriff will request from the Clerk of Courts a report to provide to the Town Manager on a quarterly basis of the collections from this fund as they relate to the Town specifically.

b. Fines. Pursuant to Section 316.660, Florida Statutes, the Town hereby authorizes, empowers and assigns Sheriff to take such actions on behalf of the Town to obtain such funds directly from the Clerk of the Court for Hamilton County, Florida. Sheriff shall use these funds for the benefit of the Town. The Sheriff will request from the Clerk of Courts a report to provide to the Town Manager on a Quarterly basis of the collections from this fund as they relate to the Town specifically.

c. Seized Funds. Sheriff agrees that any currency or other assets seized pursuant to Chapter 932, Florida Statutes within the Town and subsequently forfeited to Sheriff shall be deposited in a special law enforcement trust fund established by Hamilton County, Florida and notification will be made to Town Manager of said funds. Such funds may be expended upon request by the Sheriff to the Hamilton County Board of County Commissioners pursuant to section 932.705, Florida

Statutes. The Sheriff will make a good faith effort to ensure that any request for expenditure of funds seized within the limits of the Town is intended to benefit the Town or, when possible, directed to fund projects identified by the Town as priorities.

d. Grant Funds and Miscellaneous Revenues. The Sheriff shall cooperate with the Town and, to the extent allowable by law, act as the law enforcement agent on behalf of the Town in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. The Town will make these funds available to Sheriff to carry out the intent of the grant program as approved by the granting agency and the Town.

9. PERFORMANCE REPORTS AND CRIME REPORTING.

a. The Sheriff shall maintain performance reports and statistical records regarding police activity within the Town and shall provide such to the Town so that the Town may review Sheriff's performance under this Agreement. These records will include, but will not necessarily be limited to, the number and type of crimes committed, the number of arrests made for each type of crime, the number of calls for service, offense reports, alarm responses, location and nature of calls, response times, number and type of traffic citations number and type of vehicle accidents, and number and type of Town code violations. The Sheriff will present these performance reports and statistical records to the Town Council at least once per year. Records shall also be provided in a format that is readily publishable to the Town's website.

10. HIRING DECISIONS. The Sheriff shall be responsible for the hiring, training, assignment, discipline and dismissal of all personnel performing services under this Agreement as such individuals are Sheriff's employees, provided that the Sheriff will confer with the Town to ensure there are no specific, compelling objections to the staffing of any particular deputy or deputies to provide enhanced law enforcement services under this agreement.

11. UNIFORMS AND VEHICLE MARKINGS. The Sheriff shall have the authority to designate the uniform dress of the Deputy Sheriffs performing law enforcement services under this Agreement and the marking of patrol units, however, the Sheriff may place the Town insignia or seal on vehicles associated with this contract.

12. INDEMNIFICATION AND HOLD HARMLESS. The Sheriff shall be legally responsible for the actions of Sheriff's law enforcement personnel performing services under this Agreement. Lawsuits and claims that may be filed from time to time shall be handled by the Sheriff in accordance with normal procedures and the Sheriff shall indemnify and hold the Town harmless from any and all manner of actions, causes of actions, suits, judgments, executions, claims, demands, costs and expenses, of any kind whatsoever, in law or in equity, which may result from or arise out of Sheriff's use of the Town property or the intentional or negligent acts of the Sheriff, Sheriff's deputies and Sheriff's employees. the Town agrees to indemnify and hold the Sheriff harmless from any and all manner of actions, causes of action, suits, judgments, executions, claims,

demands, costs and expenses, of any kind whatsoever, in law or in equity, which may result from or arise out of the constitutionality of ordinances enacted by the Town and enforced by the Sheriff or from acts or omissions attributable to the Town that occurred prior to the execution of this Agreement. The Sheriff does not assume any existing or contingent liabilities regarding the liability of the Town to the extent provided by Florida law. The Sheriff agrees to name the Town as an additional insured in its Risk Management Insurance Policy coverage, to the extent of services addressed by this Agreement and agrees to provide the Town a copy of same. By agreeing to the provisions of this paragraph the parties hereto do not in any way waive or limit their entitlements of sovereign immunity. Notwithstanding the foregoing, the Sheriff and Town intend to avail themselves to the benefits of Section 768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Further, the Town shall have the duty to continue to defend any actions including workers compensation, currently being threatened or litigated and shall be solely responsible for any liabilities arising from any current actions.

13. REVENUE SOURCES. The parties agree that this Agreement does not constitute a general indebtedness of the Town within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that neither the Sheriff nor Hamilton County will ever have the right to require or compel the exercise of ad valorem taxing power of the Town or taxation of any real or personal property therein for the payment of any monetary obligations due under the terms of this Agreement and it is further agreed between the parties that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of the Town, or any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of the Town.

14. NOTICES. All notices, requests, consents and other communications required or permitted under this agreement shall be in writing (including electronic mail or facsimile) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, faxed, or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to such other addresses as any party may designate by notice complying with the terms of this paragraph:

TOWN OF WHITE SPRINGS:
Vanessa George, Town Manager
manager@whitespringsfl.us
White Springs, Florida
Phone: 386-397-2310
Fax: 386-397-1542

HAMILTON COUNTY SHERIFF'S OFFICE:

15. **TERM.** This Agreement shall take effect on May 1, 2021, at 12:01 a.m. and continue in effect thereafter through September 30, 2022. This Agreement shall automatically renew for additional 12-month terms, unless either party sends a notice as provided for herein to the non-terminating party of its intent to terminate, no less than 90 days and no more than 150 days prior to the expiration of the term then in effect.

16. **SCOPE OF AGREEMENT.** This document reflects the full and complete understanding of the parties, supersedes any other agreements entered by and between the parties hereto and may be modified or amended only by a written document signed by all of the parties hereto.

17. **GOVERNING LAW.** This Agreement and all of the rights and obligations of the Parties hereto shall be governed according to the laws of the State of Florida and that jurisdiction regarding the rights and obligations of either Party under this Agreement shall be vested in the Third Judicial Circuit, in and for Hamilton County, Florida.

18. **SEVERABILITY.** If any provision of this agreement is declared void by a court of law, all other provisions shall remain in full force and effect.

19. **RECORDING OF AGREEMENT, EFFECTIVE DATE.** The Sheriff, upon execution of this agreement by all the parties, shall record this Interlocal Agreement in the Public Records of Columbia County, Florida. Pursuant to Section 163.01 (11), Florida Statutes, this Agreement, executed by the parties hereto, shall be effective immediately upon filing with the Clerk of the Circuit Court of Hamilton County.

IN WITNESS WHEREOF the parties have caused this instrument to be signed by their respective duly authorized officers or representatives as of the day and year first above written.

TOWN OF WHITE SPRINGS, FLORIDA

HAMILTON COUNTY SHERIFF'S OFFICE

, Mayor

J. Harrell Reid, Sheriff

Attest:

Approved as to Form:

Audre' Ruise, Town Clerk

, General Counsel

Approved as to Form:

Joel Foreman, Town Attorney



TOWN OF WHITE SPRINGS

"On the Banks of the Suwannee River"

April 13, 2021

Attention Residents:

Due to continuing Covid-19 pandemic conditions, the CDC continues to recommend that large gatherings be avoided, particularly those in which physical (social) distancing cannot be maintained between people who live in different households. Events where people engage in behaviors such as interacting with others from outside their own household, singing, shouting, not maintaining physical distancing, or not wearing masks consistently and correctly increase the risk of transmitting the disease and prolonging the pandemic.

In an effort to keep our community as safe as possible and our Covid exposure at a minimum, **the Town of White Springs will not host nor participate in any May Day activities. All Town property, including parks, vacant lots, and streets will be off limits for parking and congregating. Should you choose to celebrate, please do so on private property.** The Town intends to enforce this order with the help of local law enforcement. If you choose to disregard this notice, you run the risk of being fined, arrested, or having your vehicle ticketed or towed.

We are all disappointed that the pandemic has lasted as long as it has. I want to thank you in advance for your cooperation. It is our hope that when the pandemic is finally over the Town will be ready to host an event like never before.

Respectfully,

Vanessa George
Town Manager

10363 Bridge Street, White Springs, FL 32096

Ph. 386.397.2310 | Fax 386.397.1542 | www.whitesprings.org | manager@whitespringsfl.us



TOWN OF WHITE SPRINGS
"On the Banks of the Suwannee River"

NOTICE

Attention Residents:

March 31, 2021

Tampering with water meters is a serious matter that can result in damage to the Town's water system and contamination of our water supply. Tampering with water meters is also a criminal offense.

Florida Statutes section 812.14 provides:

812.14 Trespass and larceny with relation to utility fixtures; theft of utility services.—

(2) A person may not:

(a) Willfully alter, tamper with, damage, or knowingly allow damage to a meter, meter seal, pipe... or other apparatus or device belonging to a utility line service in such a manner as to cause loss or damage or to prevent any meter installed for registering electricity, gas, or water from registering the quantity which otherwise would pass through the same.

...

(h) Use or receive the direct benefit from the use of a utility knowing, or under circumstances that would induce a reasonable person to believe, that the direct benefits have resulted from any tampering with, altering of, or injury to any ... meter, pipe ... or other apparatus or device owned, operated, or controlled by such utility, for the purpose of avoiding payment.

Staff have recently discovered that the Town's locks have been removed from some meters and replaced with private locks. Tampering with Town locks is a violation of section 812.14 which the Town takes seriously. I have instructed Town staff to report all such tampering to law enforcement. Water meters are Town property. Any effort to prevent staff from accessing and reading meters cannot be tolerated.

In addition to reporting tampering to law enforcement, the Town will perform a total disconnection of water services to users who have tampered with meters. Those wishing to reconnect after tampering with a meter will be charged as follows:

- \$100.00 for replacement meter lock plus \$30.00 to remove any private lock
- \$100.00 to remove or disable the water meter
- \$100.00 to reinstall or reactivate the water meter
- \$30.00 reconnection fee plus actual costs of parts and labor incurred by the Town
- All outstanding water bills paid in full

Your cooperation is appreciated.

Sincerely,

Vanessa George
Town Manager

10363 Bridge Street, White Springs, FL 32096

Ph. 386.397.2310 | Fax 386.397.1542 | www.whitesprings.org | manager@whitespringsfl.us



TOWN OF WHITE SPRINGS
"On the Bank of the Suwannee River"
WELCOME TO WHITE SPRINGS TOWN COUNCIL

Citizen Comment Request Form

Date _____

Name _____ Phone _____

Address _____ City _____ Zip _____

Topic of Discussion: _____

Citizens' Comments will be limited to 5 minutes. Please return the form to the Town Clerk prior to the meeting. The Mayor/Vice-Mayor (presiding officer) will ask for those wishing to address the Council to do so at the appropriate time. Please approach the speaker's stand, state your name, and your address for the record, then discuss the topic of interest.

Please direct your comments solely to the Town Council.

We appreciate your interest in the community and hope you will visit again!

Vanessa George, Town Manager
Audre' J. Ruise, Town Clerk