

**STATE REVOLVING FUND
AMENDMENT 1 TO LOAN AGREEMENT WW229041
& GRANT AGREEMENT SG229042
TOWN OF WHITE SPRINGS**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the TOWN OF WHITE SPRINGS, FLORIDA, (Local Government) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as "Parties" or individually as "Party".

The Department and the Local Government entered into a State Revolving Fund Loan Agreement, Number WW229041 & Grant Agreement SG229042; and

Loan repayment activities need rescheduling to give the Local Government additional time to complete construction.

Certain provisions of the Agreement need revision.

The Parties hereto agree as follows:

1. Unless repayment is further deferred by amendment of the Agreement, Semiannual Loan Payments as set forth in Section 10.05 shall be received by the Department beginning on October 15, 2021, and semiannually thereafter on April 15 and October 15 of each year until all amounts due under the Agreement have been fully paid.

2. The items scheduled under Section 10.07 of the Agreement are rescheduled as follows:

(2) Completion of Project construction is scheduled for April 15, 2021.

(3) Establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than April 15, 2021.

(4) The first Semiannual Loan Payment in the amount of \$13,306 shall be due October 15, 2021.

3. All other terms and provisions of the Loan Agreement shall remain in effect.

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1. Section 1.01 of the Agreement is amended to include the following definition:

"Final Unilateral Amendment" shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06 that establishes the final amortization schedule for the Loan.

2. Section 8.06 of the Agreement is deleted and replaced as follows:

8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Local Government to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Local Government, suspend or terminate this Agreement.

(1) Failure of the Local Government to draw Loan proceeds within eighteen months after the effective date of this Agreement, or by the date set in Section 10.07 to establish the Loan Debt Service Account, whichever date occurs first.

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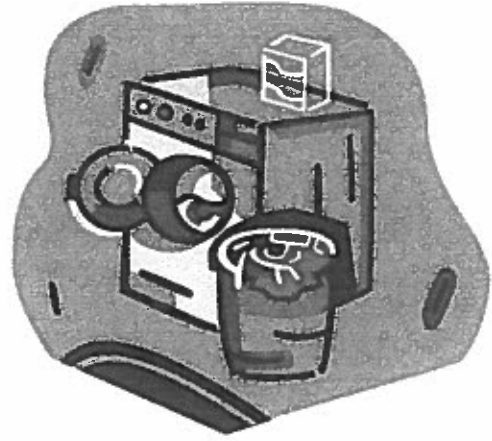
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Bud's Suds

16560 River Street
White Springs, Fl. 32096
386-397-2784 Phone/Fax
Cindy056@windstream.net



Bud's Suds opened in April 2007. Since that time, when rusty water has entered the water pipes in the business and damaged patron's clothing, I have reimbursed the patron and in turn the Town of White Springs has credited my utility bill. This was started when Robert Townsend was City Manager. At that time, it was agreed the Town would flush the fire hydrant at the corner so 2nd & Spring Streets every two weeks. If there was a line break or other reason the water turned rusty and the Town was knew it, they would notify me so I could close the business until the problem was fixed.

I have listed below the occasions when I have asked and received credit in the 14 years we have been in business.

July 1, 2009
Dec. 14, 2010
June 19, 2010
Sept. 29, 2012
April 8, 2013
Nov. 1, 2013
July 6, 2014
June 21, 2015
July 8, 2018
Sept. 25, 2018

Holiday Schedule



**Town of White Springs
Unpaid Bills Detail
As of October 12, 2021**

Type	Date	Num	Due Date	Aging	Open Balance
LEAF					
Bill	09/28/2021	1237...	10/23/2021		190.95
Total LEAF					190.95
Office Depot.,					
Bill	09/09/2021	1946...	10/09/2021	3	133.65
Bill	09/10/2021	1929...	10/10/2021	2	67.45
Bill	09/09/2021	1931...	10/10/2021	2	34.50
Total Office Depot.,					235.60
Riverbend News C & E Inc					
Bill	08/11/2021	4588	08/21/2021	52	69.50
Total Riverbend News C & E Inc					69.50
Suwannee Hardware & Feed					
Bill	07/05/2021	0705...	07/15/2021	89	296.15
Bill	07/06/2021	0706...	07/16/2021	88	57.05
Bill	07/29/2021	0729...	08/08/2021	65	89.94
Bill	08/02/2021	0802...	08/12/2021	61	257.10
Bill	08/03/2021	0803...	08/13/2021	60	35.88
Bill	08/25/2021	0825...	09/04/2021	38	345.68
Total Suwannee Hardware & Feed					1,081.80
Suwannee Valley Electric (3757700)					
Bill	09/22/2021	Oct 2...	10/12/2021		29.66
Total Suwannee Valley Electric (3757700)					29.66
Suwannee Valley Electric (791700)					
Bill	09/22/2021	Oct 2...	10/12/2021		8.84
Total Suwannee Valley Electric (791700)					8.84
The Law Offices of Joel F. Foreman					
Bill	10/01/2021	1063	10/30/2021		1,260.00
Total The Law Offices of Joel F. Foreman					1,260.00
Wex Bank					
Bill	08/31/2021	7370...	09/22/2021	20	881.02
Total Wex Bank					881.02
TOTAL					10,260.08

Town of White Springs Unpaid Bills Detail As of October 12, 2021

Type	Date	Num	Due Date	Aging	Open Balance
4allofus10					
Bill	08/22/2021	7YR0...	09/01/2021	41	70.62
Total 4allofus10					70.62
Ag-Pro Live Oak					
Bill	09/02/2021	S24712	09/12/2021	30	194.57
Bill	09/02/2021	S24714	09/12/2021	30	160.78
Total Ag-Pro Live Oak					355.35
Duke Energy (22560)					
Bill	09/17/2021	Sept ...	10/12/2021		2,715.12
Total Duke Energy (22560)					2,715.12
E & H Tire					
Bill	08/24/2021	554013	09/03/2021	39	321.00
Total E & H Tire					321.00
Florida Blue					
Bill Pmt -Check	09/30/2021	22314			-7.20
Bill	09/30/2021	Chec...	10/10/2021	2	7.20
Total Florida Blue					0.00
Florida Department of Revenue					
Bill	09/13/2021	1442...	09/13/2021	29	79.40
Total Florida Department of Revenue					79.40
Florida League of Cities					
Bill	10/01/2021	Annu...	10/11/2021	1	546.00
Total Florida League of Cities					546.00
Florida Municipal Ins Trust (0640)					
Bill	09/14/2021	ANC-...	10/01/2021	11	388.00
Total Florida Municipal Ins Trust (0640)					388.00
Florida Municipal InsTrust (FH0640)					
Bill	10/01/2020	Oct 2...	10/11/2020	366	39.26
Bill	11/01/2020	Nov 2...	11/11/2020	335	39.26
Bill	12/01/2020	Dec 2...	12/11/2020	305	39.26
Bill	01/01/2021	Jan 2...	01/11/2021	274	39.26
Bill	02/01/2021	Feb 2...	02/11/2021	243	39.26
Total Florida Municipal InsTrust (FH0640)					196.30
Great America Financial Services					
Bill	09/20/2021	3013...	10/15/2021		83.12
Total Great America Financial Services					83.12
Information Management Services					
Bill	09/05/2021	21-016	09/05/2021	37	34.90
Bill	10/05/2021	21-017	11/04/2021		44.90
Total Information Management Services					79.80
J & S Accounting and Tax					
Bill	09/01/2021	33522	09/11/2021	31	1,050.00
Bill	09/07/2021	33530	09/17/2021	25	64.00
Bill	09/13/2021	33573	09/23/2021	19	86.00
Bill	09/27/2021	33603	10/07/2021	5	468.00
Total J & S Accounting and Tax					1,668.00



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

RESOLUTION 21-04

A RESOLUTION BETWEEN THE TOWN OF WHITE SPRINGS AND THE STATE DEPARTMENT OF TRANSPORTION FOR MAINTAINING THE RIGHT-OF-WAY ON STATE MAINTAINED HIGHWAYS WITHIN THE CORPORATE LIMITS.

WHEREAS, it is recognized that state-maintained highways extend through the Town of White Springs, and;

WHEREAS, the Town of White Springs desires to maintain portions of these state roads in order to improve the appearance of the town and;

WHEREAS, it is the desire of the State of Florida ("State") to compensate the Town of White Springs for maintaining these rights-of-way.

NOW THEREFORE, BE IT RESOLVED by a vote of ____ for ____ against, the Town Council at its regular meeting held inside the White Springs Council chamber, White Springs, Florida on November 9, 2021 at 6:30 PM an agreement for maintenance with the State Department of Transportation was approved wherein the State will pay the Town of White Springs, Florida an annual fee of Twelve Thousand Dollars (\$12,000) for maintaining the right-of-way designated in the agreement.

APPROVED AND ADOPTED this 9th day of November 2021.

Town of White Springs, Florida

ANITA RIVERS, MAYOR

AUDRE' J. RUISE, TOWN CLERK





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"On the Bank of the Suwannee River"

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This Amendment 2 to Loan Agreement WW229041 & Grant Agreement SG229042 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
TOWN OF WHITE SPRINGS

Mayor

Attest:

Approved as to form and legal sufficiency:

Town Clerk

Town Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date

TOWN OF WHITE SPRINGS
December 10, 2021

Christmas PARADE

Begins at 6:00pm



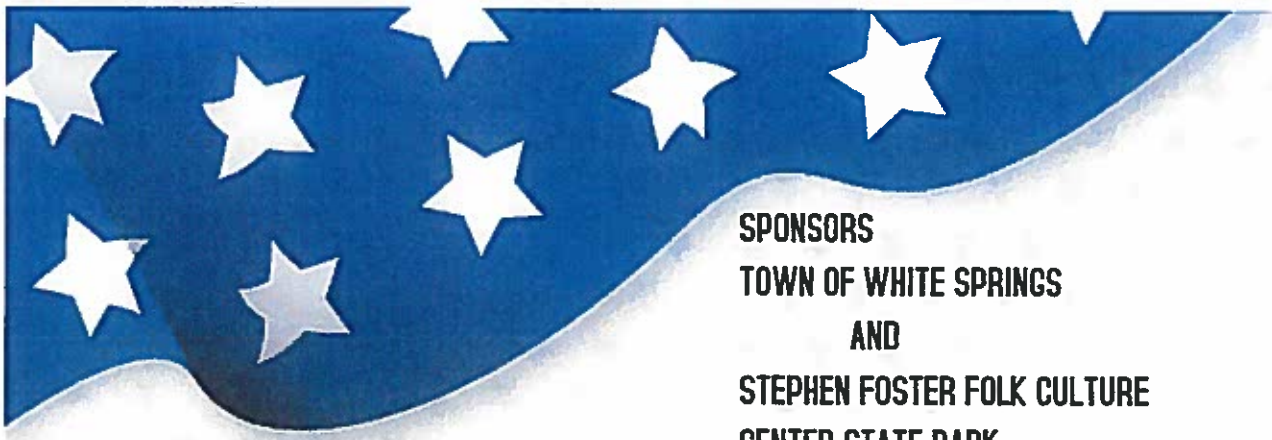
Line-up at Bailey Ogburn Field
at 5:00 pm

Festival of Lights - Stephen Foster
State Park

**10
DEC**

FOR MORE INFORMATION CALL TOWN HALL
386-397-2310





SPONSORS
TOWN OF WHITE SPRINGS
AND
STEPHEN FOSTER FOLK CULTURE
CENTER STATE PARK

"Breakfast with our Vets"

Celebration Program

LOCATION: NATURE AND HERITAGE
TOURISM CENTER, WHITE SPRINGS, FL

DATE: NOVEMBER 11, 2021

TIME: 9:00AM-10:30AM
BREAKFAST SERVED
11:00AM
VETERANS PROGRAM

GUEST SPEAKER:

DR. LAWRENCE DAVIS,
RETIRED LT. COLONEL





**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

56

Planning zoning

ENTERPRISE FUND:

Revenue:

Line	2020 Actual	2021 Budget	Change \$	Change % Actual
Solid Waste	105,176	117,342	12,166	11.5%
Sewer Rev	147,811	205,283	57,472	38.9%
Water Rev	124,930	132,021	7,091	5.6%

Water Distribution & Water Plant Repair & Maintenance

Description	2020 Actual	2021 Budget	Change \$	Change %
Water Dist R&M	19,206	10,000	(9,206)	(47.93%)
Water Plant R&M	27,573	20,000	(7,573)	(27.46%)
Water Dist Cap Outlay	0	0		
Contingency	0	0		

Life & Health Insurance:

- Review!

Line	Actual 2021	Budget 2022	Change \$	Change %
5411023	2301.84	33,340.44		
5121023	16,616.88	23,853.33		
5211023	4601.61	0		
5121023	6634.67	0		
5361023	0	5,883.60		
5361023	680.37	7,844.88		
5351023	0	9,413.76		
5361023	684.63	5,883.60		
5331023	0	8,237.04		
Total	31,250	94,456.65	63,206.65	202%



Legislative Expense

Description	Actual 2021	Budget 2022	Change \$	Change %
Council Salaries	10,556.57	31,800.00	21,243.43	301%
FICA	807.58	2,432.70	1,625.12	301%
Travel & Training	251.23	5,500.00	5,248.77	2,089%
Total	10,888.38	39,732.70	28,844.32	264%

Ordinance [?]
Salary increase -

10



SG

Planning
Zoning

**STANDARD MASTER AGREEMENT BETWEEN CLIENT AND
KIMLEY-HORN AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL SERVICES**

THIS AGREEMENT is made this 31st day of August 2020, by and between the Town of White Springs ("the Client") and KIMLEY-HORN AND ASSOCIATES, INC. ("the Consultant"). This Agreement sets forth the terms whereby Kimley-Horn, or an affiliated company, will provide professional services on one or more projects (with respect to each engagement "the Project"), with the specifics of each engagement to be set forth in an Individual Project Order ("IPO"). If the IPO is executed by an affiliated company of Kimley-Horn, the IPO shall incorporate the terms of this Agreement as if signed by the affiliated company.

AGREEMENT

(1) **Scope of Services and Additional Services.** The Consultant will perform only services set forth in IPO's ("the Services"). If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities in this Agreement or imposed by law, the Client shall:

(a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.

(b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the Project and all Client standards of development, design, or construction.

(c) Provide the Consultant all available studies, plans, or other documents pertaining to the Project, such as surveys, engineering data, and environmental information, etc., all of which the Consultant may rely upon.

(d) Provide for access to the project site and other property as required for the Consultant to provide its services.

(e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.

(f) Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary.

(g) Obtain any independent accounting, legal, insurance cost estimating, and feasibility services as the Client may require.

(h) Give prompt written notice to the Consultant whenever the Client observes or otherwise

100



becomes aware of any development that affects the Consultant's services, or any defect or nonconformance in any aspect of the Project.

(3) Period of Services. This Agreement and the rates of compensation in IPO's are agreed to in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Services. The Consultant shall begin work on each IPO after receipt of a fully executed copy of the IPO. The times for performance shall be extended as necessary for periods of suspension or delay resulting from circumstances the Consultant does not control. If such suspension or delay extends for more than six months, the rates of compensation shall be renegotiated.

(4) Compensation for Services. The Consultant's compensation shall be computed on the basis set forth herein, unless otherwise stated in the IPO. The Client shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost. If the Consultant's compensation is on an hourly labor fee basis, estimated fees and expenses may be set forth in the IPO in question. Services undertaken or expenses incurred by the Consultant exceeding any estimates set forth in the IPO shall be the liability of the Client.

(5) Method of Payment.

(a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full.

(b) If the Client objects to any charge on an invoice, it shall so advise the Consultant in writing giving its reasons within fourteen (14) days of receipt of the invoice or all such objections shall be waived and the amount stated in the invoice shall conclusively be deemed due and owing. If the Client objects on only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.

(c) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal billing rates, of the time devoted to such proceedings by its employees.

(d) The Client agrees that payment to the Consultant is not subject to any contingency. The



Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing the right of the Consultant to collect additional amounts from the Client.

(6) Use of Documents. All documents, data, and programs prepared by the Consultant are related exclusively to the services described in the IPO and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of the Project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in the IPO. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(7) Opinions of Cost. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited the costs of construction and materials, are made solely based on its judgment a professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator to make such determination. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services by the Client.

(8) Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof or upon thirty days' written notice for the convenience of the terminating party. The Consultant will be paid for all services rendered to the effective date of termination, all expenses subject to reimbursement, and other reasonable expenses incurred by the Consultant as a result of such termination.

(9) Standard of Care. The standard of care applicable to Consultant's services will be the



degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) LIMITATION OF LIABILITY. In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, the total liability, in the aggregate of the Consultant and the Consultant's officers, directors, employees, agents, and the Consultant's subconsultants, and any of them, to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any cause, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, the Consultant's subconsultants or any of them, shall not exceed twice the total compensation received by the Consultant under the IPO in question or \$100,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) Mutual Waiver of Consequential Damages. In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or lost profits.

(12) Construction Costs. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions, or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(13) Certifications. The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.



(14) Dispute Resolution. All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation with the American Arbitration Association as a condition precedent to litigation.

(15) Hazardous Substances. Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

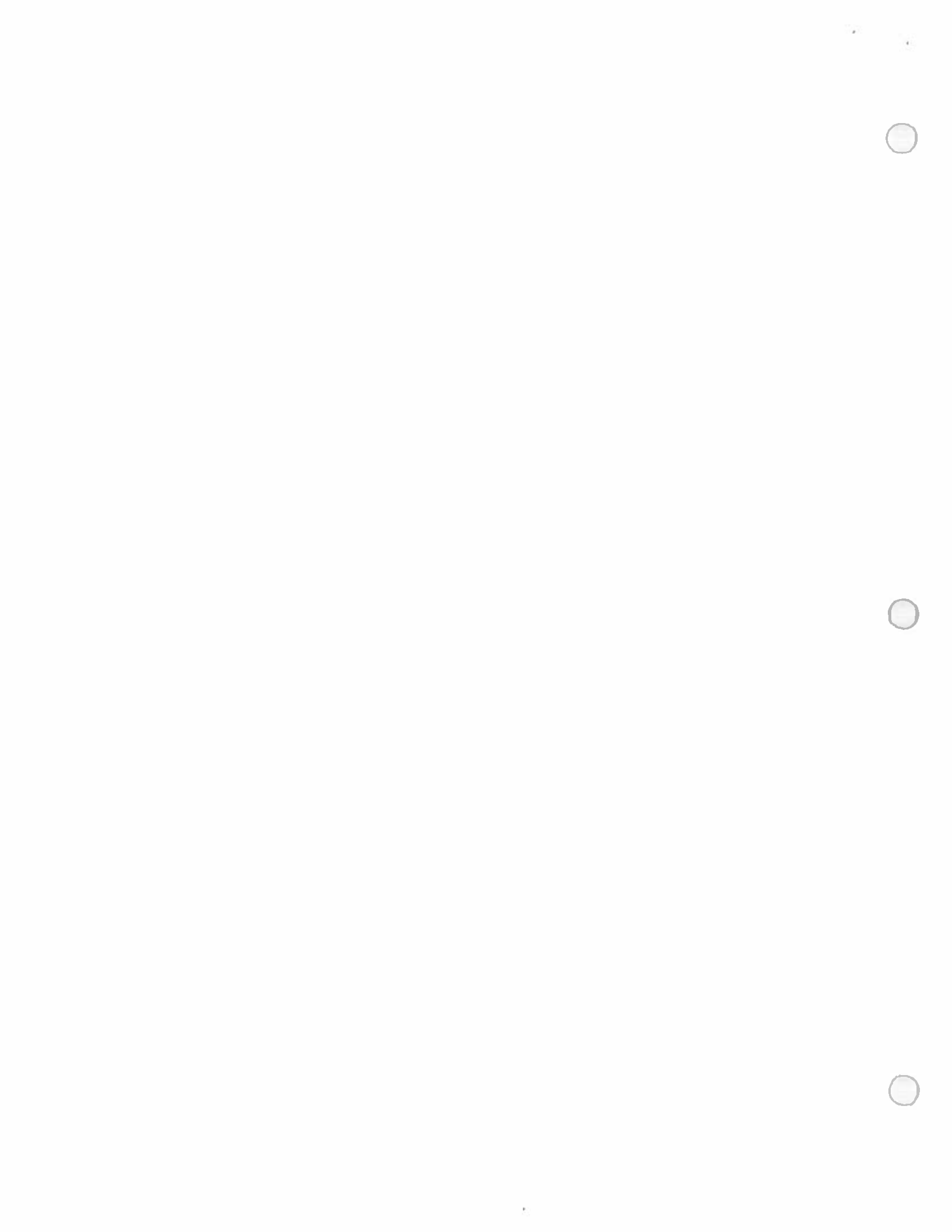
(16) Construction Phase Services.

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(17) No Third-Party Beneficiaries; Assignment and Subcontracting. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party. The Client shall not assign, sublet or transfer any rights under or interest in this Agreement or any claim arising out of the performance of services by the Consultant without the written consent of the Consultant.



The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, it will maintain the agreed-upon billing rates for services identified in this Agreement or the IPO, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(18) **Confidentiality**. The Client hereby consents to the use and dissemination by the Consultant of photographs of the Project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. Notwithstanding the foregoing, with respect to any facts, data or information specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of such identified material.

(19) **Miscellaneous Provisions**. This Agreement is to be governed by the law of the State of Florida. This Agreement and each executed IPO contain the entire and fully integrated agreement between the parties, and supersede all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a document executed by both the Consultant and the Client. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

(20) PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

(21) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-397-2310, tjones@whitespringsfl.us, and Town of White Springs, Florida P.O. Drawer D 10363 Bridge Street White Springs, FL 32096.

(B) A PROVISION THAT REQUIRES THE CONTRACTOR TO COMPLY WITH PUBLIC RECORDS LAWS, SPECIFICALLY TO:

1. KEEP AND MAINTAIN PUBLIC RECORDS REQUIRED BY THE PUBLIC AGENCY TO PERFORM THE SERVICE.



2. UPON REQUEST FROM THE PUBLIC AGENCY'S CUSTODIAN OF PUBLIC RECORDS, PROVIDE THE PUBLIC AGENCY WITH A COPY OF THE REQUESTED RECORDS OR ALLOW THE RECORDS TO BE INSPECTED OR COPIED WITHIN A REASONABLE TIME AT A COST THAT DOES NOT EXCEED THE COST PROVIDED IN THIS CHAPTER OR AS OTHERWISE PROVIDED BY LAW.
3. ENSURE THAT PUBLIC RECORDS THAT ARE EXEMPT OR CONFIDENTIAL AND EXEMPT FROM PUBLIC RECORDS DISCLOSURE REQUIREMENTS ARE NOT DISCLOSED EXCEPT AS AUTHORIZED BY LAW FOR THE DURATION OF THE CONTRACT TERM AND FOLLOWING COMPLETION OF THE CONTRACT IF THE CONTRACTOR DOES NOT TRANSFER THE RECORDS TO THE PUBLIC AGENCY.
4. UPON COMPLETION OF THE CONTRACT, TRANSFER, AT NO COST, TO THE PUBLIC AGENCY ALL PUBLIC RECORDS IN POSSESSION OF THE CONTRACTOR OR KEEP AND MAINTAIN PUBLIC RECORDS REQUIRED BY THE PUBLIC AGENCY TO PERFORM THE SERVICE. IF THE CONTRACTOR TRANSFERS ALL PUBLIC RECORDS TO THE PUBLIC AGENCY UPON COMPLETION OF THE CONTRACT, THE CONTRACTOR SHALL DESTROY ANY DUPLICATE PUBLIC RECORDS THAT ARE EXEMPT OR CONFIDENTIAL AND EXEMPT FROM PUBLIC RECORDS DISCLOSURE REQUIREMENTS. IF THE CONTRACTOR KEEPS AND MAINTAINS PUBLIC RECORDS UPON COMPLETION OF THE CONTRACT, THE CONTRACTOR SHALL MEET ALL APPLICABLE REQUIREMENTS FOR RETAINING PUBLIC RECORDS. ALL RECORDS STORED ELECTRONICALLY MUST BE PROVIDED TO THE PUBLIC AGENCY, UPON REQUEST FROM THE PUBLIC AGENCY'S CUSTODIAN OF PUBLIC RECORDS, IN A FORMAT THAT IS COMPATIBLE WITH THE INFORMATION TECHNOLOGY SYSTEMS OF THE PUBLIC AGENCY.



The parties have made and executed this Agreement as of the day and year first above written.

TOWN OF WHITE SPRINGS, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: Tommy Jones

BY: [Signature]

ITS: TOWN MANAGER

ITS: Senior Vice President

ATTEST: [Signature]

ATTEST: [Signature]



INDIVIDUAL PROJECT ORDER NUMBER _____

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and _____ (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated _____ which is incorporated herein by reference.

Identification of Project: _____

Specific scope of basic Services: _____

Additional Services if required: _____

Schedule: _____

Deliverables: _____

Terms of compensation: _____

Other special terms of Individual Project Order: _____

ACCEPTED:

CLIENT

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____



Request for Information
Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client	Town of White Springs Fl			
Mailing Address for Invoices	P.O. Drawer D			
Federal ID Number	59-6002640			
Contact for Billing Inquiries	Tommie Jones			
Contact's Phone and e-mail	386-397-2310 Ext 221			
Client is (check one)	Owner	<input checked="" type="checkbox"/> Agent for Owner	<input type="checkbox"/> Unrelated to Owner	<input type="checkbox"/>

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address	8704-000 Mill Street	1339-010 Mill Street		
County in which Property is Located	Hamilton	Hamilton		
Tax Assessor's Number(s)	003	003		

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name	Town of White Springs	Town of White Springs		
Owner(s) Mailing Address	10363 Bridge St White Springs, Fl 32096	10363 Bridge St White Springs, Fl 32096		
Owner's Phone No.	386-397-2310	386-397-2310		
Owner of Which Parcel #?	1	1		

Project Funding Identification – List Funding Sources for the Project

General Fund Budget

Attach additional sheets if there are more than 4 parcels or more than 4 owners



SG
planning
zoning

Kimley»Horn

INDIVIDUAL PROJECT ORDER NUMBER 2020-001

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and the Town of White Springs (the Client or Town) in accordance with the terms of the Master Agreement for Continuing Professional Services dated September 1, 2020 which is incorporated herein by reference.

Identification of Project:

Project: Future Land Use Map and Zoning Map Reconciliation

Project Manager: Allison Megrath, AICP

Client: The Town of White Springs

Project Understanding:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this Individual Project Order (the "Agreement") to the Town of White Springs ("Client" or "Town") for providing services related to the reconciliation of the Town's Future Land Use Map (FLUM) and Zoning Map. It is our understanding that the existing FLUM has inconsistencies with existing and future land use that require updates. Kimley-Horn will coordinate with City staff to make the necessary FLUM updates.

SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

TASK 1 – PROJECT COORDINATION

Kimley-Horn will meet with Town staff and/or designated persons one time for a project kick-off meeting. The purpose of this meeting is to gain insight as to which properties were erroneously designated as "Environmentally-Sensitive" and to review what efforts have been done to date. It is understood that Kimley-Horn will facilitate a project progress call with Town staff and/or designated personnel to review project status, data/analysis needs, and similar items, through the end of this assignment.

Deliverable:

1. Project meeting update agendas and summary.

TASK 2 – TOWN FUTURE LAND USE MAP AND ZONING MAP REVIEW AND ANALYSIS

Kimley-Horn will review and analyze the Town's FLUM and Zoning Map.

Specifically, Kimley-Horn will:

- A. Review the Town's FLUM for consistency with FEMA Flood Maps.
- B. Review and analyze the Town's Zoning Map for consistency with the FLUM.

Kimley-Horn will prepare a memo to the Town Planning and Zoning Board outlining specific discrepancies between the Town's FLUM and Zoning Map and Federally-adopted maps.

Deliverable:

1. Memo to the Planning and Zoning Board outlining specific recommendations for map amendments.

TASK 3 – PROPOSE MAP REVISIONS

As part of Task 3, Kimley-Horn will:

- A. Revise the FLUM and Zoning Map in draft format.
- B. Review draft FLUM and Zoning Map revisions with Town staff and/or designated personnel.

Deliverable:

1. Draft revised FLUM and Zoning Map.



Kimley»Horn

TASK 4 – PUBLIC HEARINGS AND ADOPTION

As part of Task 4, Kimley-Horn will:

- A. Prepare for and participate in one Public Hearing before the Planning and Zoning Board with staff to present the draft revised FLUM and Zoning Map.
- B. Prepare for and participate in one Public Hearing before the Town Council to present the draft revised FLUM for transmittal to the Florida Department of Economic Opportunity (DEO) and for review of the draft revised Zoning Map. It is understood that the City shall be responsible for submitting the proposed revised maps to DEO.
- C. Prepare final FLUM following receipt of comments, if any, from the DEO, and prepare final Zoning Map for Adoption by Town Council.
- D. Prepare for and participate in one Public Hearing before the Town Council for final adoption of the Final FLUM and Zoning Map.

Deliverables:

1. Draft FLUM and Zoning Maps for review by Planning and Zoning Board
2. Revised final FLUM and Zoning Map based on DEO comments for Adoption by Town Council.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

Information Provided by Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Town or the Town's consultants or representatives. The Town shall provide all information requested by Kimley-Horn during the project as necessary and in support of the project including but not limited to the North Central Florida Regional Planning Council's Geographic Information System (GIS) data related to the Town of White Springs.

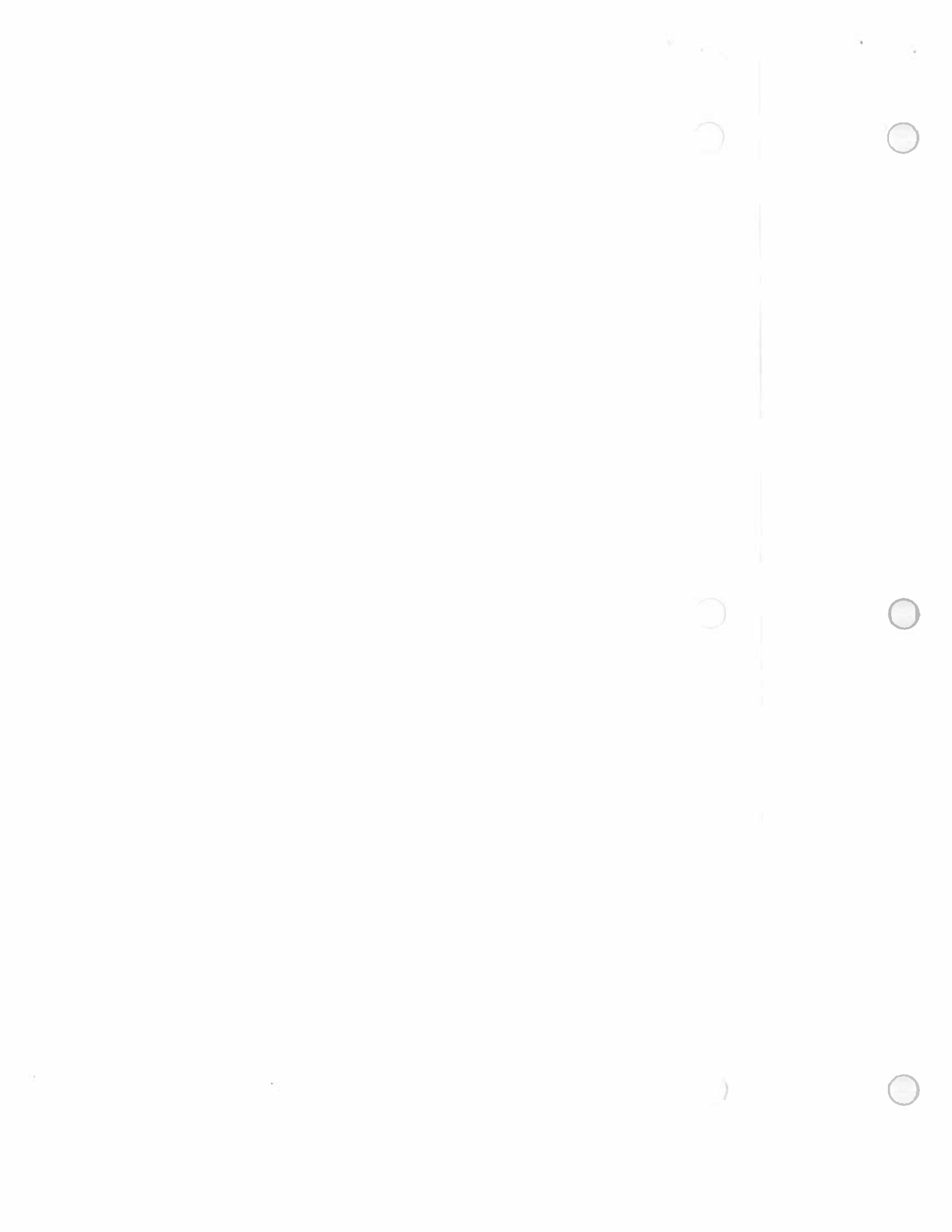
Schedule:

Kimley-Horn will begin services upon receipt of an executed IPO. The above services will be provided as expeditiously as practicable.

Method of Compensation:

Kimley-Horn will complete the above scope of services for the fees detailed below, inclusive of expenses. All permitting, application, and similar project fees will be paid directly by the Client. A breakdown of fee by task is as follows:

Task	Description	Lump Sum Fee
Task 1	PROJECT COORDINATION	\$1,200
Task 2	MAP REVIEW AND ANALYSIS	\$1,700
Task 3	MAP REVISIONS	\$1,100
Task 4	PUBLIC HEARINGS AND ADOPTION	\$2,100



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 rent waiver* requested? Yes. No.

** Rent 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:

Deposit amount \$ _____

Rental amount \$ _____

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 *****

- | | |
|--|--|
| <input type="checkbox"/> Calendared as shown on agreement. | <input type="checkbox"/> Proof of insurance received. |
| <input type="checkbox"/> Representative contacted and meeting scheduled. | <input type="checkbox"/> Proof of permits (if any) received. |

Approved this ____ day of _____, 20 ____.

Town Manager



[Print](#) | [Close Window](#)

Subject: Update Re: Roger W. Greene, MD Town Alley purchase
From: Roger Greene <rogerwgreene@gmail.com>
Date: Mon, Dec 13, 2021 11:44 am
To: Audrey Audrey <clerk@whitespringsfl.us>
Attach: White Springs Town Alley behind 16588 River Street12132021.pdf
Closing Statement Parcel ID # 8380-00003312019.pdf
Current Survey of 16588 River Street, White Springs, FL.pdf

Audrey:

In the message below, I have updated my communication regarding my request to purchase the small strip of town alley behind 16588 River street, White Springs, FL. I have attached a current survey of the property. Also attached is an enlargement of the 10ft by 80 ft strip of alley being requested. I hope this helps in making the request.

In 2019 I purchased Parcel 8380 from the town. This parcel was 0.1 acres(4200 square feet). Attached is the closing statement for this purchase which shows I paid \$3085.00 for the property. The strip of alley that I am requesting to purchase is roughly 10 x 60ft or(600 square feet). Please consider the closing statement for pro-ration of the selling price

The reason I am requesting the purchase is due to the building codes that prohibit construction within 10 feet of property lines. This extra 10 feet would allow us to construct a carport and work studio as an addition to the property that I have remodeled at 16588 River Street over the past 2 years.

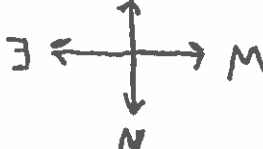
I think Ray Vaughn would agree that this small strip of alley is no longer of any use to the town and would not impair the town's ability to access the old waterworks building .

Your consideration is greatly appreciated. It would not be a significant financial gain for the town, but it would facilitate the continued improvement of property that is sure to increase the tax revenue of White Springs in the near future.

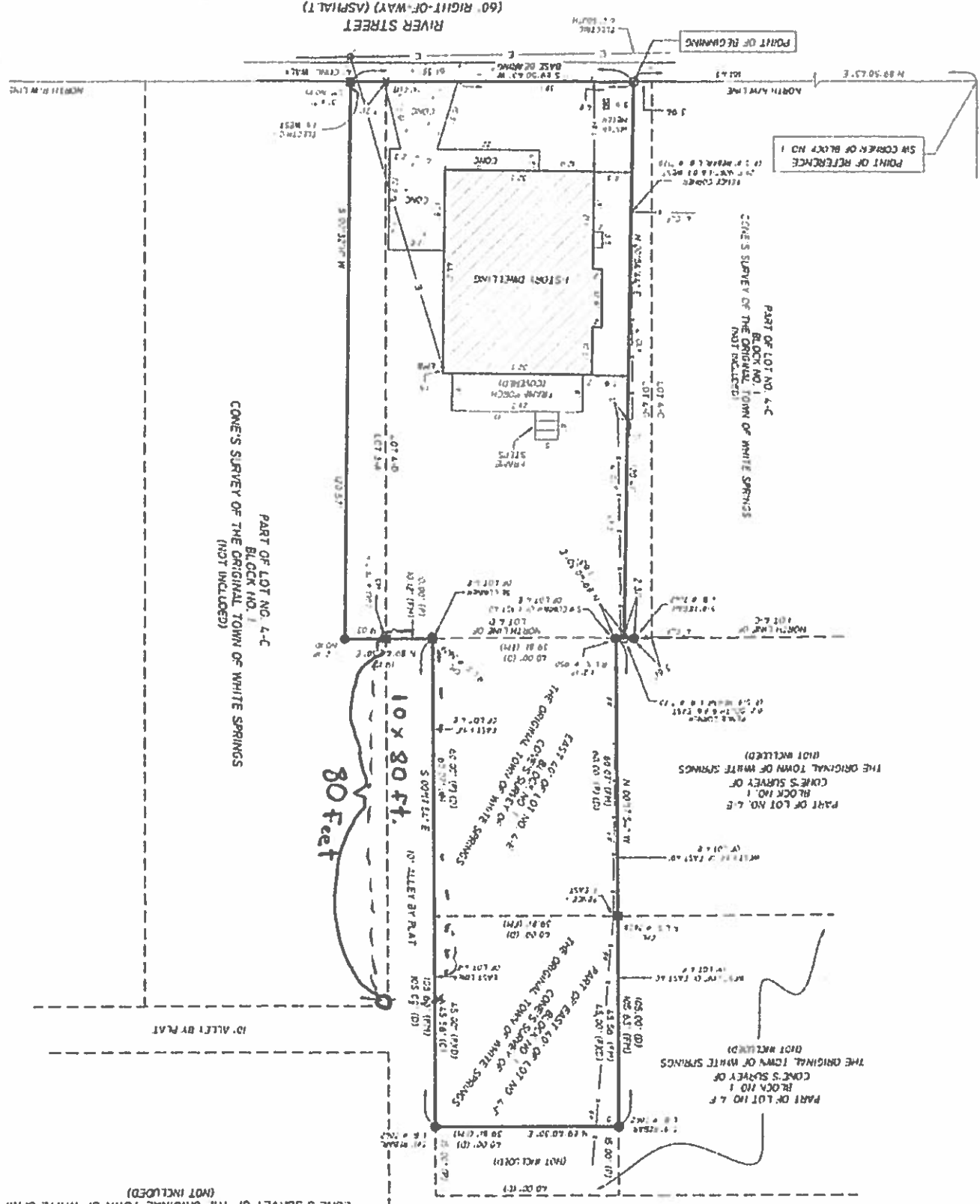
Thanks,
Roger W. Greene, MD

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City Waterworks Bldg.



PART OF LOT NO. 1-4
BLOCK NO. 1
CONES'S SURVEY OF THE ORIGINAL TOWN OF WHITE SPRINGS
(NOT INCLUDED)

PART OF LOT NO. 2-4
BLOCK NO. 1
CONES'S SURVEY OF THE ORIGINAL TOWN OF WHITE SPRINGS
(NOT INCLUDED)

10 x 80 ft.
80 Feet

10' ALLEY BY PLAT

10' ALLEY BY PLAT



SLOTT - NUSSBAUM
Attorneys at Law
334 E. Duval St.
Jacksonville FL 32202
904-353-0033

CLOSING STATEMENT

Date: March 12, 2019
Seller: Town of White Springs
Buyer: Roger Greene
Lender:
Property: Vacant lot; parts of lots 4E and 4F Block 1 Cones survey

BUYER	SELLER
--------------	---------------

PURCHASE PRICE & ADJUSTMENTS

1 Purchase Price		<u>3,085.00</u>
Real Estate Tax prorate (See Notes, following page)		
1 Rent proration	<hr/>	<hr/>
2 Interest proration	<hr/>	<hr/>
3	<hr/>	<hr/>
4 TOTALS	<hr/> <u>-</u> <hr/>	<hr/> <u>3,085.00</u> <hr/>
5 Deduct Buyer Total		<hr/> <u>-</u> <hr/>
6 Due Seller before Charges		<hr/> <u>3,085.00</u> <hr/>
7		
8		
9 Attorney's fee		
10 Escrow agent fee - Slott - Nussbaum	<hr/>	<hr/>
11 Title Search Report	<hr/>	<hr/>
12 Title Insurance premium	<hr/>	<hr/>
13 Documentary stamps on deed	<hr/> <u>21.70</u> <hr/>	<hr/>
14 Documentary stamps on promissory note	<hr/>	<hr/>
15 Intangible tax on mortgage (\$,000.00)	<hr/>	<hr/>
16 Record deed	<hr/> <u>35.50</u> <hr/>	<hr/>
17 Record mortgage	<hr/>	<hr/>
18 Record collateral assignment of leases	<hr/>	<hr/>
19 Buyer requested endorsements to owner's title policy	<hr/>	<hr/>
20 Lender's title insurance including endorsements	<hr/>	<hr/>
21 Broker's commission	<hr/>	<hr/>
22 Broker's commission	<hr/>	<hr/>
23	<hr/>	<hr/>
24 Survey	<hr/>	<hr/>
25 Record Subordination, Attornment, etc. Agreement	<hr/>	<hr/>
26 Wire transfer fees	<hr/>	<hr/>
27	<hr/>	<hr/>
28 TOTALS	<hr/> <u>57.20</u> <hr/>	<hr/> <u>-</u> <hr/>

CHARGES

POINT OF REFERENCE
SW CORNER OF BLOCK NO. 1

PART OF LOT NO. 4-C
BLOCK NO. 1
CONE'S SURVEY OF THE ORIGINAL TOWN OF WHITE SPRINGS
(NOT INCLUDED)

POINT OF BEGINNING

RIVER STREET
(60' RIGHT-OF-WAY) (ASPHALT)

N 89°50'43" E

NORTH RAW LINE

161.43'

S 89°50'43" W
BASE BEARING

38.1'

61.38'

4' CONC. WALK

4' CONC. WALK

7.71'

3' x 3' CONC. NO 10

1.6' WEST

ELECTRIC -

6.2' SOUTH

FENCE CORNER
28.1' NORTH & 0.1' WEST
OF 5/8" REBAR, L.B. # 7170

4' CLF

3.94'

5.9'

19.4'

4.8'

38.1'

61.38'

4' CONC. WALK

4' CONC. WALK

7.71'

3' x 3' CONC. NO 10

1.6' WEST

ELECTRIC -

6.2' SOUTH

LOT 4-C
LOT 4-D

N 00°54'44" E

4' CLF

120.41'

2.31'

47.3'

N 89°40'30" E

10.00' (I)
10.12' (FI)

SE CORNER OF LOT 4-E

CM
R.L.S. # 1950

LOT 4-D
LOT 3-A

S 00°32'11" W

120.57'

PART OF LOT N
BLOCK NO
CONE'S SURVEY OF THE ORIGINAL
(NOT INCLUE)

NOR



ORDINANCE NO. 2021-05

AN ORDINANCE OF THE TOWN OF WHITE SPRINGS, FLORIDA, RELATING TO THE SETTING OF THE SALARIES OF THE TOWN'S COUNCILLORS; PROVIDING FOR AUTHORITY AND CONFLICTS WITH STATE LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town Council of the Town of White Springs, Florida (the "Council"), is constituted pursuant to Article II of the Town Charter for the Town of White Springs, Florida (the "Charter");

WHEREAS, pursuant to section 2.02 of the Charter a mayor (the "Mayor") is elected by the Council from its membership;

WHEREAS, members of the Council and Mayor are compensated by the Town of White Springs for their service through an annual salary, paid in equal monthly installments for the duration of any term of office;

WHEREAS, pursuant to section 2.06(b)2. of the Charter the Council may "fix and regulate salaries of officers and employees of the Town... by procedures outline[d] in ordinances,"

WHEREAS, the Town has adopted Resolution 21-01, "adopting a final annual operating budget for the fiscal year commencing October 1, 2021 and ending September 30, 2022";

WHEREAS, it is the desire of the Council to set the salary for the councilors and the Mayor for the 2021-22 fiscal year in accordance with the 2021-22 budget and this Ordinance.

NOW, THEREFORE, be it ordained by the Town Council for the Town of White Springs, Florida, as follows:

1. Recitals Incorporated. The above recitals are true and correct and are incorporated herein by reference.

2. Annual Salaries Set. Pursuant to section 2.06(b)2 of the Charter and Florida Statutes section 112.313(5), the salaries of the Mayor and councilors shall be as follows:

- a. Mayor: \$7,200 per year.
- b. Vice Mayor: \$6,600 per year
- c. Town Councilor other than the Mayor: \$6,000_ per year.

3. Authority and Conflicts with State law. The Town Council is authorized to set and adjust its salary pursuant to section 2.06(b)2 of the Charter and the councilors and Mayor are authorized to vote on issues relating to their respective rates of pay pursuant to Florida Statutes section 112.313(5). In the event of any conflict between this ordinance, the Charter, and provisions of State Law pertaining to compensation paid to municipal governing board members, State Law shall control.

4. Severability. Should any portion of this ordinance be held invalid, unconstitutional, or unenforceable by a court of competent jurisdiction then it is the intent of the Council that the remainder of this ordinance shall remain in full force and effect to the extent the same is possible without the stricken or severed portion.

5. This ordinance shall be effective upon adoption.

PASSED upon first reading this ____ day of _____ 2021.

PASSED AND DULY ADOPTED upon second and final reading during regular session this ____ day of _____ 2021.

TOWN COUNCIL
TOWN OF WHITE SPRINGS, FLORIDA

ANITA RIVERS, Mayor

ATTEST: _____
Audre' J. Ruise, Town Clerk

APPROVED as to Form and Legality

Joel Foreman, Town Attorney

RESOLUTION NO.: 02-01

A RESOLUTION PROVIDING FOR THE APPOINTMENT OF MEMBERS TO THE TOWN OF WHITE SPRINGS PLANNING AND ZONING BOARD AND BOARD OF ADJUSTMENT.

WHEREAS, the Town has adopted Land Development Regulations pursuant to the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163.3161 through 163.3215, Florida Statutes; and

WHEREAS, the Land Development Regulations adopted by the Town requires the appointment of members of the Planning and Zoning Board and appointment of members of the Board of Adjustment.

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

1. The following individuals are appointed as regular members to the Board of Adjustment of the Town of White Springs, Florida, each for a one (1) year period commencing January 1, 2002.

A. Nora Lang

B. John Kay

C. Bernard Williams

D. Fred McNeal

E. Mildred Floyd

3. Existing resolutions in conflict are hereby repealed to the extent of such conflict.

4. This resolution shall become effective immediately upon adoption.

PASSED this 15 day of January, 2002

TOWN COUNCIL OF THE TOWN OF
WHITE SPRINGS, FLORIDA



JOSEPH MCKIRE, MAYOR

ATTEST:



SHIRLEY HEATH, TOWN CLERK

